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**STATE OF OKLAHOMA STATEWIDE CONTRACT WITH THE GORDIAN GROUP,  
INC.**

This State of Oklahoma Statewide Contract is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and The Gordian Group, Inc. (“Supplier”) and is effective as of the date of last signature.

**Purpose**

The State is awarding the Contract to Supplier for the provision of Building & Infrastructure Repairs, Alterations & Restoration Services, as more particularly described in certain Contract Documents. Supplier responded to the Request for Proposal from the Sourcewell Cooperative Purchasing group. This Contract Document memorializes the agreement of the parties with respect to terms of the Contract that is being awarded to Supplier.

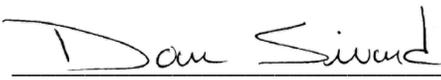
Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under the Contract. Upon full execution of the Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
  - 2.1. Oklahoma Solicitation, Attachment A;
  - 2.2. General Terms, Attachment B;
  - 2.3. Statewide terms, Attachment C;
  - 2.4. Oklahoma Information Technology Terms, Attachment D
  - 2.5. Sourcewell Contract Award RFP 071415, Exhibit 1
  - 2.6. Sourcewell Contract 09-16-20-GGI, Exhibit 2
  - 2.7. Oklahoma Proposal JCS dated 2020-07-06, Exhibit 3
  - 2.8. JOC System License, Exhibit 4

3. The parties additionally agree:
- 3.1. Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.
  - 3.2. The contract term will run concurrent with Sourcewell contract term.
- Attachments referenced in this section are attached hereto and incorporated herein.
4. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

**STATE OF OKLAHOMA**  
**by and through the**  
**OFFICE OF MANAGEMENT AND**  
**ENTERPRISE SERVICES**

**The Gordian Group, Inc.**

By: 

Name: Dan Sivard

Title: Oklahoma State Purchasing Director

Date: \_\_\_\_\_

By: 

Name: Ammon T. Leshner

Title: Vice President, General Counsel

Date: January 15, 2021

**ATTACHMENT A**  
**SOLICITATION NO. SW0245**

**Building & Infrastructure Repairs, Alterations, & Restoration Services**

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

**PURPOSE**

The Contract is awarded as a statewide contract for Building & Infrastructure Repairs, Alterations, & Restoration Services.

**1. Contract Term and Renewal Options**

The initial Contract term, which begins on the effective date of the last authorized signature through October 1, 2021 and there are 4 one-year options to renew the Contract.

The contract will run coinciding with Sourcewell' s contract term through October 1, 2025.

## **ATTACHMENT B**

### **STATE OF OKLAHOMA GENERAL TERMS**

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

#### **1 Scope and Contract Renewal**

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

## **2 Contract Effectiveness and Order of Priority**

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

- 2.2** Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

- A.** any Addendum;
- B.** any applicable Solicitation;
- C.** any Contract-specific State terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D.** the terms contained in this Contract Document;
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
- F.** any statement of work, work order, or other similar ordering document as applicable; and
- G.** other mutually agreed Contract Documents.

- 2.3** If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

### 3 **Modification of Contract Terms and Contract Documents**

3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

### 4 **Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.

4.2 **Addendum** means a mutually executed, written modification to a Contract Document.

4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.

4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 Debarment** means action taken by a debaring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 OAC** means the Oklahoma Administrative Code.
- 4.15 OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

## **5 Pricing**

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

## **6 Ordering, Inspection, and Acceptance**

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3** Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4** Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

## **7 Invoices and Payment**

**7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

## **8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation**

**8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set

forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

**8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes,

insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

**8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

## **9 Compliance with Applicable Laws**

**9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
- B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
- C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
- D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
- E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);

- G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
  - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify);
  - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
  - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at [https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG\\_0.pdf](https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf). Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.
- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract

of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.

- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

## **10 Audits and Records Clause**

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

## **11 Confidentiality**

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer’s prior express written approval except as necessary for Supplier to render

services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in

violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

**11.6** The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

**11.7** Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

## **12 Conflict of Interest**

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an

obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

### **13 Assignment and Permitted Subcontractors**

**13.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

**13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

**13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and

obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

**13.4** All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

**13.5** Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

## **14 Background Checks and Criminal History Investigations**

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

## **15 Patents and Copyrights**

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property, copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of

a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

## **16 Indemnification**

### **16.1 Acts or Omissions**

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
  
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

### **16.2 Infringement**

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection

with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

### **16.3 Notice and Cooperation**

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

### **16.4 Coordination of Defense**

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

## **16.5 Limitation of Liability**

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

## **17 Termination for Funding Insufficiency**

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.
- 17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.

**17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

## **18 Termination for Cause**

**18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.

**18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.

**18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the

termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

**18.4** The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

## **19 Termination for Convenience**

**19.1** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

**19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall

be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

## **20 Suspension of Supplier**

**20.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

**20.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

**20.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

## **21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract. A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written

notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

**22 Certification Regarding State Employees Prohibition From Fulfilling Services**

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

**23 Force Majeure**

**23.1** Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

**23.2** Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

**23.3** Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to

confidentiality, indemnification, data security or breach notification obligations set forth herein.

## **24 Security of Property and Personnel**

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

## **25 Notices**

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

### **If sent to the State:**

State Purchasing Director  
2401 North Lincoln Boulevard, Suite 116  
Oklahoma City, Oklahoma 73105

### **With a copy, which shall not constitute notice, to:**

Purchasing Division Deputy General Counsel  
2401 North Lincoln Boulevard, Suite 116  
Oklahoma City, Oklahoma 73105

## **26 Miscellaneous**

### **26.1 Choice of Law and Venue**

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without

regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

## **26.2 No Guarantee of Products or Services Required**

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

## **26.3 Employment Relationship**

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

## **26.4 Transition Services**

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

## **26.5 Publicity**

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

## **26.6 Open Records Act**

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

## **26.7 Failure to Enforce**

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

## **26.8 Mutual Responsibilities**

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

## **26.9 Invalid Term or Condition**

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

#### **26.10 Severability**

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### **26.11 Section Headings**

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

#### **26.12 Sovereign Immunity**

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

#### **26.13 Survival**

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

#### **26.14 Entire Agreement**

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

#### **26.15 Gratuities**

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

#### **26.16 Import/Export Controls**

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

## ATTACHMENT C

### OKLAHOMA STATEWIDE CONTRACT TERMS

#### 1. Statewide Contract Type

- 1.1 The Contract is a non-mandatory contract.
- 1.2 The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

#### 2. Orders and Addendums

- 2.1 Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2 Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3 Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

#### 3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

#### 4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

## **5. Termination for Convenience**

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

## **6. Contract Management Fee and Usage Report**

**6.1** Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all Acquisitions under a statewide contract. The payment of such fee will be calculated for all Acquisitions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

**6.2** While Supplier is the awardee of a statewide contract, Acquisitions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee of fees paid to Gordian, to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report

shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

**6.3** All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to [strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov);
- ii.** Quarterly submission regardless of whether there were Acquisitions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
  - a.** January 01 through March 31;
  - b.** April 01 through June 30;
  - c.** July 01 through September 30; and
  - d.** October 01 through December 31.
- v.** Reports must include the following information:
  - a.** Procuring entity;
  - b.** Order date;
  - c.** Purchase Order number or note that the Acquisition was paid by Purchase Card;
  - d.** City in which products or services were received or specific office or subdivision title;
  - e.** Product manufacturer or type of service;
  - f.** Manufacturer item number, if applicable;
  - g.** Product description;
  - h.** General product category, if applicable;

- i. Quantity;
- j. Unit list price or MSRP, as applicable;
- k. Unit price charged to the purchasing entity; and
- l. Other Contract usage information requested by the State.

**6.4** Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma  
Office of Management and Enterprise Services, Central Purchasing  
2401 North Lincoln Boulevard, Suite 116  
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

## ATTACHMENT D

### STATE OF OKLAHOMA INFORMATION TECHNOLOGY TERMS

The parties further agree to the following terms (“Information Technology Terms”), as applicable, for any Acquisition of products or services with an information technology or telecommunication component. Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES-Information Services (“OMES-IS”) is designated to purchase information technology and telecommunication products and services on behalf of the State. The Act directs OMES-IS to acquire necessary hardware, software and services and to authorize the use by other State agencies. OMES, as the owner of information technology and telecommunication assets and contracts on behalf of the State, allows other State agencies to use the assets while retaining ownership and the right to reassign the assets, at no additional cost, upon written notification to Supplier. OMES-IS is the data custodian for State agency data; however, such data is owned by the respective State agency.

#### 1 Definitions

- 1.1 **COTS** means software that is commercial off the shelf.
- 1.2 **Customer Data** means all data supplied by or on behalf of a Customer in connection with the Contract, excluding any confidential information of Supplier.
- 1.3 **Data Breach** means the unauthorized access by an unauthorized person that results in the use, disclosure or theft of Customer Data.
- 1.4 **Host** includes the terms **Hosted** or **Hosting** and means the accessing, processing or storing of Customer Data.
- 1.5 **Intellectual Property Rights** means the worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, Moral Rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights. Intellectual Property Rights of a party also includes all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
- 1.6 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 1.7 **Non-Public Data** means Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential

by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.

- 1.8 Personal Data** means Customer Data that contains 1) any combination of an individual's name, social security numbers, driver's license, state/federal identification number, account number, credit or debit card number and/or 2) data subject to protection under a federal, state or local law, rule, regulation or ordinance.
- 1.9 Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the Hosted environment used to perform the services.
- 1.10 State CIO** means the State Chief Information Officer or authorized designee.
- 1.11 Supplier Intellectual Property** means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Supplier and identified in writing as such (a) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of a Customer relating to the services or Work Product, or (b) after the effective date of the Contract if such tangible or intangible items or things were independently developed by Supplier outside Supplier's provision of services or Work Product for Customer under the Contract and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.
- 1.12 Third Party Intellectual Property** means the Intellectual Property Rights of any third party that is not a party to the Contract, and that is not directly or indirectly providing any goods or services to a Customer under the Contract.
- 1.13 Work Product** means any and all deliverables produced by Supplier for Customer under a statement of work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (i) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts,

personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or statement of work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a statement of work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Supplier personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer. For the avoidance of doubt, Supplier's Proprietary Materials (as defined in the JOC Systems License) are provided pursuant to the JOC System License and are not deemed Work Product.

## **2 Termination of Maintenance and Support Services**

Customer may terminate maintenance or support services without an adjustment charge, provided any of the following circumstances occur:

- 2.1** Customer removes the product for which the services are provided, from productive use or;
- 2.2** The location at which the services are provided is no longer controlled by Customer (for example, because of statutory or regulatory changes or the sale or closing of a facility).

If Customer chooses to renew maintenance or support after maintenance has lapsed, Customer may choose to pay the additional fee, if any, associated with renewing a license after such maintenance or support has lapsed, or to purchase a new license. Any amount paid to Supplier in the form of prepaid fees that are unused when services under the Contract or purchase order are terminated shall be refunded to Customer.

## **3 Compliance and Electronic and Information Technology Accessibility**

State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at <https://omes.ok.gov/services/information-services/accessibility-standards>. Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing accessibility compliance via a URL linking to the VPAT and shall update the VPAT as necessary in order to allow a Customer to obtain current VPAT information as required by State law. If products require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum.

All representations contained in the VPAT provided will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.

#### **4 Media Ownership (Disk Drive and/or Memory Chip Ownership)**

**4.1** Any disk drives and memory cards purchased with or included for use in leased or purchased products under the Contract remain the property of the Customer.

**4.2** Personal information may be retained within electronic media devices and components; therefore, electronic media shall not be released either between Customers or for the resale, of refurbished equipment that has been in use by a Customer, by the Supplier to the general public or other entities. This provision applies to replacement devices and components, whether purchased or leased, supplied by Supplier, its agents or subcontractors during the downtime (repair) of products purchased or leased through the Contract. If a device is removed from a location for repairs, the Customer shall have sole discretion, prior to removal, to determine and implement sufficient safeguards (such as a record of hard drive serial numbers) to protect personal information that may be stored within the hard drive or memory of the device.

#### **5 Offshore Services**

With the exception of quality assurance resources to assist with troubleshooting issues in a test environment wherein Customer's data is de-identified and/or sanitized, no offshore services are provided for under the Contract. State data shall not be used or accessed internationally for troubleshooting or any other use not specifically provided for herein without the prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State. Notwithstanding the above, back office administrative functions of the Supplier may be located offshore and the follow-the-sun support model may be used by the Supplier to the extent allowed by law applicable to any Customer data being accessed or used.

#### **6 Compliance with Technology Policies**

**6.1** The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at [https://omes.ok.gov/s/g/files/gmc316/f/InfoSecPPG\\_0.pdf](https://omes.ok.gov/s/g/files/gmc316/f/InfoSecPPG_0.pdf).

Supplier's employees and subcontractors shall adhere to the applicable State IT Standard Methodologies and Templates including but not limited to Project Management, Business Analysis, System Analysis, Enterprise and IT Architecture, Quality, Application and Security Methodologies and Templates as set forth at <http://eclipse.omes.ok.gov>.

**6.2** Supplier shall comply with applicable Federal Information Processing Standards including, without limitation, FIPS 200, FIPS 140-2 or successor standards and all recommendations from the National Institute of Standards and Technology. The confidentiality of Customer Data shall be protected and maintained in accordance with these standards as well as other applicable Customer standards.

**6.3** Supplier shall comply with the CJIS Security Policy as more particularly described at Appendix 2 attached hereto and incorporated herein.

## **7 Emerging Technologies**

The State of Oklahoma reserves the right to enter into an Addendum to the Contract at any time to allow for emerging technologies not identified elsewhere in the Contract Documents if there are repeated requests for such emerging technology or the State determines it is warranted to add such technology.

## **8 Extension Right**

In addition to extension rights of the State set forth in the Contract, the State CIO reserves the right to extend any Contract if the State CIO determines such extension to be in the best interest of the State.

## **9 Source Code Escrow**

Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for a State agency, the Supplier has a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

- 9.1** A bona fide material default of the obligations of the Supplier under the agreement with the applicable Customer;
- 9.2** An assignment by the Supplier for the benefit of its creditors;
- 9.3** A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;
- 9.4** The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;
- 9.5** The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;
- 9.6** The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;
- 9.7** Supplier's ceasing of maintenance and support of the software; or
- 9.8** Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

## **10 Commercial Off The Shelf Software**

If Supplier specifies terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

## **11 Ownership Rights**

Any software developed by the Supplier under the terms of the Contract is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on Supplier Intellectual Property, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Supplier Intellectual Property, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Except for any Supplier Intellectual Property, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentationshall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as “Work for Hire”, Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be

shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

## **12 Intellectual Property Ownership**

The following terms apply to ownership and rights related to Intellectual Property:

- 12.1** As between Supplier and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Supplier. Supplier specifically agrees that the Work Product shall be considered “works made for hire” and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Supplier hereby agrees that all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product is hereby effectively transferred, granted, conveyed, assigned and relinquished exclusively to Customer, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Supplier acknowledges that Supplier and Customer do not intend Supplier to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Supplier, to all Supplier materials, premises and computer files containing the Work Product. Supplier and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the Contract to any Third Party Intellectual Property, except as may be incorporated in the Work Product by Supplier.
- 12.2** Supplier, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible including, but not limited to, the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Supplier’s signature due to the dissolution of Supplier or Supplier’s failure to respond to Customer’s repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Supplier hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Supplier’s agent and Supplier’s attorney-in-fact to act for and in Supplier’s behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Supplier, provided however that no such grant of right to Customer is applicable if Supplier fails to execute any document due to a good faith dispute by Supplier with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Supplier shall cooperate, at Customer’s sole expense, in the preparation and

prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

- 12.3** Supplier hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Supplier may now have or which may accrue to Supplier's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Supplier acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights.
- 12.4** All documents, information and materials forwarded to Supplier by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, subject to the license granted by Customer to Supplier hereunder. Supplier shall not otherwise use, disclose, or permit any third party to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.
- 12.5** These provisions are intended to protect Customer's proprietary rights pertaining to the Work Product and the Intellectual Property Rights therein and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Supplier acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin a material breach of the Supplier's obligations with respect to confidentiality provisions of the Contract and the Work Product and a Customer's Intellectual Property Rights, upon a request by Customer, without requiring proof of irreparable injury, as same is presumed.
- 12.6** Upon the request of Customer, but in any event upon termination or expiration of this Contract or a statement of work, Supplier shall surrender to Customer all documents and things pertaining to the Work Product, generated or developed by Supplier or furnished by Customer to Supplier, including all materials embodying the Work Product, any Customer confidential information and Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Supplier by Customer or by anyone else that pertains to the Work Product.
- 12.7** Customer hereby grants to Supplier a non-transferable, non-exclusive, royalty-free, fully paid license to use any Work Product solely as necessary to provide services to Customer. Except as provided in this section, neither Supplier nor any subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.
- 12.8** To the extent that any Third Party Intellectual Property is embodied or reflected in the Work Product or is necessary to provide services, Supplier shall obtain from the applicable third party for the Customer's benefit, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for Customer's internal business purposes; likewise, with respect to any Supplier Intellectual Property embodied or reflected in the Work Product or

necessary to provide services, Supplier grants to Customer an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for the Customer's internal business purposes. Each such license shall allow the applicable Customer to (i) use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Third Party Intellectual Property or Supplier Intellectual Property embodied in or delivered to Customer in conjunction with the Work Product and (ii) authorize others to do any or all of the foregoing. Supplier agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party Intellectual Property. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carry out Customer's internal business use of the Work Product. Except for the preceding license, all rights in Supplier Intellectual Property remain in Supplier. On request, Supplier shall provide Customer with documentation indicating a third party's written approval for Supplier to use any Third Party Intellectual Property that may be embodied or reflected in the Work Product.

- 12.9** Supplier agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to the provision of such services or Work Product and that it shall maintain such written agreements at all times during performance of this Contract which are sufficient to support all performance and grants of rights by Supplier. Copies of such agreements shall be provided to the Customer promptly upon request.
- 12.10** To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Supplier from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided under the Contract, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Supplier wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Supplier and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.
- 12.11** If any Acquisition pursuant to the Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation and materials owned by a Customer may be shared with other publicly funded agencies at the discretion of such Customer without permission from or additional compensation to the Supplier.

## **13 Hosting Services**

- 13.1** If Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract Hosts Customer Data in connection with an Acquisition, the provisions of Appendix 1, attached hereto and incorporated herein, apply to such Acquisition.

**13.2** If the Hosting of Customer Data by Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract contributes to or directly causes a Data Breach, Supplier shall be responsible for the obligations set forth in Appendix 1 related to breach reporting requirements and associated costs. Likewise if such Hosting contributes to or directly causes a Security Incident, Supplier shall be responsible for the obligations set forth in Appendix 1, as applicable.

#### **14 Change Management**

When a scheduled change is made to products or services provided to a Customer that impacts the Customer's system related to such product or service, Supplier shall provide two (2) weeks' prior written notice of such change. When the change is an emergency change, Supplier shall provide notice of the change as soon as reasonably practicable. Repeated failure to provide such notice may be an evaluation factor (as indicative of Supplier's past performance) upon renewal or if future bids submitted by Supplier are evaluated by the State.

#### **15 Service Level Deficiency**

RESERVED.

#### **16 Notices**

In addition to notice requirements under the terms of the Contract otherwise, the following individuals shall also be provided the request, approval or notice, as applicable:

Chief Information Officer  
3115 N. Lincoln Blvd  
Oklahoma City, OK 73105

**With a copy, which shall not constitute notice, to:**

Information Services Deputy Counsel  
3115 North Lincoln Boulevard  
Oklahoma City, Oklahoma 73105

## Appendix 1 to State of Oklahoma Information Technology Terms

The parties agree to the following provisions in connection with any Customer Data accessed, processed or stored by or on behalf of the Supplier and the obligations, representations and warranties set forth below shall continue as long as the Supplier has an obligation under the Contract

### A. Customer Data

1. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Supplier by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer's confidential information. Supplier shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).
2. Supplier shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the Hosted environment. Supplier shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Supplier shall not respond to subpoenas, service or process, Freedom of Information Act or other open records requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Supplier's proposed responses. Supplier agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.
3. Supplier will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Supplier. Supplier will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Supplier will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Supplier as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Supplier's negligence or willful misconduct, Supplier, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

### B. Data Security

1. Supplier will use commercially reasonable efforts, consistent with industry standards, to provide security for the Hosted environment and Customer Data and to protect against both unauthorized access to the Hosting environment, and unauthorized communications between the Hosting environment and the Customer's browser. Supplier shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public

Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.

2. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of Personal Data.
3. Supplier represents and warrants to the Customer that the Hosting equipment and environment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Supplier will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Supplier will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Supplier, Supplier will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Supplier has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Supplier is responsible for costs incurred by Customer for Customer to remediate the virus.
4. Supplier shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Supplier shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Supplier shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Supplier's obligations under the Contract.
5. Supplier shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.
6. Supplier shall perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report upon request. Supplier may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.
7. Any remedies provided in this Appendix are not exclusive and are in addition to other rights and remedies available under the terms of the Contract, at law or in equity.

### **C. Security Assessment**

1. The State requires any entity or third-party Supplier Hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's minimum security standards

during the term of the contract, including renewals, constitutes a material breach. Upon request, the Supplier shall provide updated data security information in connection with a potential renewal. If information provided in the security risk assessment changes, Supplier shall promptly notify the State and include in such notification the updated information; provided, however, Supplier shall make no change that results in lessened data protection or increased data security risk. Failure to provide the notice required by this section or maintain the level of security required in the Contract constitutes a material breach by Supplier and may result in a whole or partial termination of the Contract.

2. Any Hosting entity change must be approved in writing prior to such change. To the extent Supplier requests a different sub-contractor than the third-party Hosting Supplier already approved by the State, the different sub-contractor is subject to the State's approval. Supplier agrees not to migrate State's data or otherwise utilize the different third-party Hosting Supplier in connection with key business functions that are Supplier's obligations under the contract until the State approves the third-party Hosting Supplier's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party Hosting Supplier does not meet the State's requirements under the State Certification and Accreditation Review, Supplier acknowledges and agrees it will not utilize the third-party Supplier in connection with key business functions that are Supplier's obligations under the contract, until such third party meets such requirements.

**D. Security Incident or Data Breach Notification:** Supplier shall inform Customer of any Security Incident or Data Breach.

1. Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Supplier will coordinate with Customer prior to any such communication.
2. Supplier shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).
3. Supplier shall:
  - a. Maintain processes and procedures to identify, respond to and analyze Security Incidents;
  - b. Make summary information regarding such procedures available to Customer at Customer's request;
  - c. Mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Supplier; and

d. Document all Security Incidents and their outcomes.

4. If Supplier has reasonable belief or actual knowledge of a Data Breach, Supplier shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

**E. Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Supplier.

1. Supplier shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

2. Unless otherwise stipulated, if a Data Breach is a direct result of Supplier's breach of its obligation to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – all not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Supplier based on root cause.

3. If a Data Breach is a direct result of Supplier's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

**F. Notices**

In addition to notice requirements under the terms of the Contract and those set forth above, a request, an approval or a notice in connection with this Appendix provided by Supplier shall be provided to:

Chief Information Security Officer

3115 N. Lincoln Blvd

Oklahoma City, OK 73105

and

servicedesk@omes.ok.gov.

## **G. Supplier Representations and Warranties**

Supplier represents and warrants the following:

1. The product and services provided in connection with Hosting services do not infringe a third party's patent or copyright or other intellectual property rights.
2. Supplier will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.
3. The execution, delivery and performance of the Contract and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Supplier will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third parties retained or utilized by Supplier to provide goods or services for the benefit of the Customer.
4. Supplier shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or through the Hosting environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

## **H. Indemnity**

Supplier agrees to defend, indemnify and hold the State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification), excluding damages that are the sole fault of Customer, arising from or in connection with Supplier's breach of its express representations and warranties in these Information Technology Terms and the Contract. If a third party claims that any portion of the products or services provided by Supplier under the terms of another Contract Document or these Information Technology Terms infringes that party's patent or copyright, Supplier shall defend, indemnify and hold harmless the State and Customer against the claim at Supplier's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State and/or Customer. The State and/or Customer shall promptly notify Supplier of any third party claims and to the extent authorized by the Attorney General of the State, allow Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify Customer and the State for all associated costs, damages and fees incurred by or assessed to the State and/or Customer. Should the software become, or in Supplier's

opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated in connection with Hosting services, Supplier may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

## **I. Termination, Expiration and Suspension of Service**

1. During any period of service suspension, Supplier shall not take any action to intentionally disclose, alter or erase any Customer Data.

2. In the event of a termination or expiration of the Contract, the parties further agree:

Supplier shall implement an orderly return of Customer Data in a format mutually agreed to by the Parties:

a. return the Customer Data to Customer at no additional cost, at a time agreed to by the parties and the subsequent secure disposal of State Data;

b. transitioned to a different Supplier at a mutually agreed cost and in accordance with a mutually agreed data transition plan and the subsequent secure disposal of State Data or

c. a combination of the two immediately preceding options.

3. Supplier shall not take any action to intentionally erase any Customer Data for a period of:

a. 10 days after the effective date of termination, if the termination is in accordance with the contract period;

b. 30 days after the effective date of termination, if the termination is for convenience; or

c. 60 days after the effective date of termination, if the termination is for cause.

After such period, Supplier shall, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

4. The State shall be entitled to any post termination or expiration assistance generally made available with respect to the services.

5. Disposal by Supplier of Customer Data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer, shall be performed in a secure manner. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer within thirty (30) calendar day of its request for disposal of data.

## Appendix 2 to State of Oklahoma Information Technology Terms

### INTRODUCTION

The use and maintenance of all items of software or equipment offered for purchase herein must be in compliance with the most current version of the U.S. Department of Justice, Federal Bureau of Investigation (“FBI”), Criminal Justice Information Services (CJIS) Division’s CJIS Security Policy (“CJIS Security Policy” or “Security Policy” herein).

The Entity or Affiliate acquiring the data or system is hereby ultimately responsible for compliance with the CJIS Security Policy and will be subject to an audit by the State of Oklahoma CJIS Systems Officer (“CSO”) and the FBI CJIS Division’s Audit Staff.

### CJIS SECURITY POLICY REQUIREMENTS GENERALLY

The CJIS Security Policy outlines a number of administrative, procedural, and technical controls agencies must have in place to protect Criminal Justice Information (“CJI”). Our experience is that agencies will generally have many of the administrative and procedural controls in place but will need to implement additional technical safeguards in order to be in complete compliance with the mandate. A Criminal Justice Agency (“CJA”) and certain other governmental agencies procuring technology equipment and services that could be used in hosting or connecting or transmitting or receiving CJI data may need to use the check list herein to make sure that the software, equipment, location, security, and persons having the ability to access CJI will meet the CJIS requirements per the then current CJIS Security Policy. A completed Appendix H to said Security Policy will need to be signed by Vendor or a 3<sup>rd</sup> party if it has access to CJI, such as incident to the maintenance or support of the purchased hardware or software within which resides CJI. **Per Appendix “A” to said Security Policy, “access to CJI is the physical or logical (electronic) ability, right or privilege to view, modify or make use of CJI.”**

#### DIRECTIVE CONCERNING ACCESS TO CRIMINAL JUSTICE INFORMATION AND TO HARDWARE OR SOFTWARE WHICH INTERACTS WITH CJI and CERTIFICATION

The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.

**This Directive primarily concerns access to CJI and access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes and not for noncriminal justice purposes.** In that regard, this Directive is not only applicable to such data, but also to the hardware and software interacting with such data, their location(s), and persons having the ability to access such data. The CJIS data applicable to the Security Policy is the data described as such in said Policy **plus all data transmitted over the Oklahoma Law Enforcement Telecommunications System (“OLETS”) which is operated by DPS.**

In order to have access to CJI or to the aforesaid hardware or software, the vendor must be familiar with the FBI CJIS Security Policy, including but not limited to the following portions of said Security Policy:

1. the Definitions and Acronyms in §3 & Appendices “A” & “B”;

2. the general policies in §4;
3. the Policies in §5;
4. the appropriate forms in Appendices “D”, “E”, “F” & “H”; and
5. the Supplemental Guidance in Appendices “J” & “K”.

This FBI Security Policy is located and may be downloaded at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

By executing the Contract to which this Directive is attached, the vendor hereby CERTIFIES that the foregoing directive has and will be followed, including but not limited to full compliance with the FBI CJIS Security Policy, as amended and as applicable.

Policy Requirement Checklist	Compliance checklist –
------------------------------	------------------------

Policy Area 1	Information Exchange Agreements
Policy Area 2	Security Awareness Training
Policy Area 3	Incident Response
Policy Area 4	Auditing and Accountability
Policy Area 5	Access Control
Policy Area 6	Identification and Authentication
Policy Area 7	Configuration Management
Policy Area 8	Media Protection
Policy Area 9	Physical Protection
Policy Area 10	Systems and Communications Protection and Information Integrity
Policy Area 11	Formal Audits
Policy Area 12	Personnel Security

Contract Award  
RFP 071415

**FORM D**



**Formal Offering of Proposal**  
(To be completed Only by Proposer)

**INDEFINITE QUANTITY CONSTRUCTION CONTRACTING SYSTEMS AND RELATED SERVICES**  
In compliance with the Request for Proposal (RFP) for INDEFINITE QUANTITY CONSTRUCTION CONTRACTING SYSTEMS AND RELATED SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: The Gordian Group, Inc. Date: July 24, 2015

Company Address: 30 Patewood Drive, Suite 350

City: Greenville State: SC Zip: 29615

Contact Person: Ammon T. Leshner Title: Vice President of Legal Affairs

Authorized Signature (ink only): *Ammon T. Leshner* Ammon T. Leshner  
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 070715 INDEFINITE QUANTITY CONSTRUCTION CONTRACTING SYSTEMS AND RELATED SERVICES

The Gordian Group, Inc.  
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be September 15<sup>th</sup>, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: [Signature]  
NJPA Executive Director (Name printed or typed)

Awarded this 15<sup>th</sup> day of September, 20 15 NJPA Contract Number 071415-GG1

NJPA Authorized signature: [Signature] Scott Veronen  
NJPA Board Member (Name printed or typed)

Executed this 15<sup>th</sup> day of September, 20 15 NJPA Contract Number 071415-GG1

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name The Gordian Group, Inc.

Vendor Authorized signature: [Signature] Ammen T. Lesher  
(Name printed or typed)

Title: Vice President, Legal Affairs

Executed this 1<sup>st</sup> day of October, 20 15 NJPA Contract Number 071415-GG1

## Letter of Agreement To Extend the Contract

Between

**The Gordian Group, Inc.**  
**30 Patewood Drive Suite 350**  
**Greenville, SC 29615-6810**

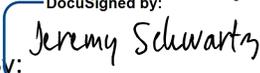
And

**Sourcewell, Formerly National Joint Powers Alliance (NJPA)**  
**202 12<sup>th</sup> Street NE**  
**Staples, MN 56479**  
**Phone: (218) 894-1930**

The Vendor and Sourcewell have entered into an Agreement (Contract #071415-GGI) for the procurement of Indefinite Quantity Construction Contracting Systems and related Services. This Agreement has an expiration date of September 15, 2019, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on September 15, 2020. All other terms and conditions of the Agreement remain in force.

**Sourcewell, Formerly National Joint Powers Alliance (NJPA)**

DocuSigned by:  
  
By: \_\_\_\_\_, Its: **Director of Operations & Procurement/CPO**

Name printed or typed: **Jeremy Schwartz** \_\_\_\_\_

Date 1/14/2019 | 10:17 PM CST

**The Gordian Group, Inc.**

By: \_\_\_\_\_, Its: \_\_\_\_\_

Name printed or typed: \_\_\_\_\_

Date \_\_\_\_\_

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The information and data, furnished in connection with this Proposal to provide Job Order Contracting products and services, shall not be disclosed outside of the National Joint Powers Alliance ("NJPA") and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal, except as required by law; provided, that, if a contract is awarded to this offeror as a result of or in connection with the submission of this information or data, NJPA shall have the right to duplicate, use or disclose the information or data to the extent provided for in the contract. The information and data subject to these restrictions as noted above are appropriately marked "Confidential and Proprietary".

Copyright ©2015 by The Gordian Group, Inc. All rights reserved. Gordian JOC Solutions, JOC Complete Solution, JOC Complete Solution Plus, PROGEN, eGordian, BIDSafe, ezIQc, Construction Task Catalog, DMAP, and The Standard for Job Order Contracting are either registered trademarks or trademarks of The Gordian Group, Inc. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.



July 24, 2015

Jonathan Yahn  
National Joint Powers Alliance  
202 12<sup>th</sup> Street Northeast  
Staples, MN 56479

Re: Proposal for Indefinite Quantity Construction Contracting Systems and Related Services

Dear Mr. Yahn:

The Gordian Group is pleased to submit our proposal in response to the Request for Proposal issued by the National Joint Powers Alliance ("NJPA") to provide Indefinite Quantity Construction Contracting Systems and Related Services. We typically refer to the contracting system we provide as Job Order Contracting ("JOC"), which is simply a type of Indefinite Quantity Construction Contracting.

The Gordian Group's primary business focus is Job Order Contracting. We are dedicated full-time to improving and advancing the products and services required for successful JOC programs. The Gordian Group has developed our eziQC<sup>®</sup> Solution for our cooperative purchasing customers like NJPA. The eziQC Solution includes the tools and services necessary to provide cooperative member facility and infrastructure owners with the maximum value and benefits of cost and time savings.

The Gordian Group is the best-qualified firm to provide the requested products and services for the following reasons:

- For over 22 years, we have assisted facility owners in getting construction work underway much faster and less expensively, with improved quality, and increased MWBE participation compared to traditional bid methods. Invented by our founder, Harry Mellon, for NATO in 1981, our process has passed the tests of time, those of third party auditors, and has earned a growing number of national awards from leading industry associations.
- We are the only firm that can provide single point responsibility for all of the products and services necessary for a JOC program. We prepare, customize and support, with in-house staff, the Contract Documents, Construction Task Catalogs, Technical Specifications and the eGordian Information Management System that we provide to our clients. We do not rely on third parties or independent vendors. We will be 100% responsible for the success of your JOC program.
- The Gordian Group has successfully implemented and supported JOC solutions for over 200 public owners throughout the United States, including many cooperative purchasing agencies such as the Middlesex Regional Educational Services Commission, Keystone Purchasing Network, Cooperative Educational Services, BuyBoard Texas and NJPA.
- Building a JOC program takes more than preparing customized documents and providing software. The devil is in the details. Our experience provides us with the



30 PATEWOOD DRIVE, SUITE 350  
GREENVILLE, SOUTH CAROLINA 29615  
P: 800.874.2291 F: 864.233.9100  
WWW.THEGORDIANGROUP.COM

knowledge to develop a comprehensive, fully functioning JOC program that will deliver the most value possible for your members.

- Our approach to developing a JOC program for NJPA will be a source of substantial benefits for your local, minority and women owned business programs. We have a proven track record of substantially increasing the use of local, minority and women owned firms.
- Since we developed, implemented and currently support NJPA's ezIQC cooperative purchasing program, we will be able to seamlessly transition from the current contract to the next, ensuring there is no interruption to the program, and NJPA's members will be able to continue utilizing the ezIQC contracts already in place.

We have reviewed the RFP in its entirety. The Gordian Group has the ability to provide all of the requested services, and any additional services listed in the proposal. Please note that throughout our proposal, references to NJPA and NJPA staff, where appropriate, shall apply to NJPA members and their staff under a cooperative purchasing model.

The Gordian Group is excited about the opportunity to provide JOC services for the National Joint Powers Alliance. Please contact me if you have any questions regarding our proposal.

Sincerely,



Ammon T. Lesher  
Vice President of Legal Affairs

# Company Information

## Form A

**Proposer's Name:** The Gordian Group, Inc.

**Questionnaire completed by:** Ammon T. Lesher

**Company Contact for the RFP:** Ammon T. Lesher [a.lesher@thegordiangroup.com](mailto:a.lesher@thegordiangroup.com)

### 1. Why did you respond to this RFP?

**This year, almost \$1.5 billion in maintenance, repair and construction work will be completed with JOC programs that we implemented and support. The Gordian Group team has extensive experience in all areas of consulting, planning, engineering, construction, automated management systems, training, operations and maintenance.** The vast knowledge and experience of our employees help us to fully understand the problems and complexities that our clients face each and every day. We operate under a team concept that allows for the liberal transfer of personnel, ideas and information, providing our clients with a truly integrated project delivery approach. As a result, we have assembled a team of professionals who have extraordinary JOC qualifications and experience. We have earned a leadership position in the industry and brought greater control and many other benefits to our clients.

Simply put, we are the most qualified provider of JOC programs in the nation, and we want to continue putting our system to work for NJPA's members so that, through cooperative purchasing, they will be able to take advantage of the time and cost savings available through Job Order Contracting.

### 2. What are your company's expectations in the event of an award?

In the event of an award, The Gordian Group's expectations are to continue to execute the ezJOC program currently in place at NJPA. Over the past seven (7) years, The Gordian Group has partnered with NJPA to develop, implement and provide a turn-key JOC program for the benefit of NJPA's members. We expect to further improve upon and perfect the execution and delivery of this program in the event we receive a new contract. The details of our additional solutions that will be available under a new contract are provided in this proposal.

### 3. Provide the full legal name, address, tax identification number and telephone number for your business.

The Gordian Group, Inc.

30 Patewood Drive, Suite 350  
Greenville, SC 29615

FEIN: 58-1900371

(800) 874-2291

#### 4. Demonstrate your financial strength and stability.

As a privately held company, The Gordian Group's financial statements are confidential. We have provided an audited financial statement for the 2014 calendar year in a sealed envelope located in the front cover of the proposal marked "Original."

**This financial statement is provided to NJPA for the sole purpose of evaluating this proposal and are submitted with the understanding that they will not be disclosed to anyone for any reason except to those NJPA personnel involved in evaluating this proposal. We respectfully request that you take all steps necessary to protect the confidentiality of these financial statements.**

The Gordian Group has the financial capacity to provide the requested services to NJPA and its Members. We are a well-established 25 year old firm that is currently supporting more than 200 clients throughout the United States and Canada. The Gordian Group conducts its day-to-day banking with activities with Wells Fargo Bank. A reference letter from Wells Fargo is being provided with this proposal in Section 11.

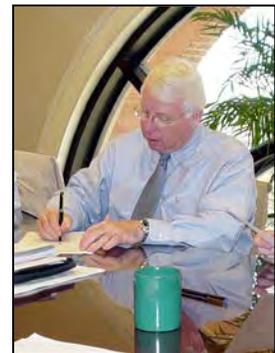
#### 5. Are you now, or have you ever been the subject of a bankruptcy action?

No.

#### 6. Provide a brief history of your company that includes your company's core values and business philosophy.

Harry H. Mellon, Chairman and Founder of The Gordian Group, invented the family of contracting systems known as JOC in 1982 while serving as Chief Engineer, Army Corps of Engineers, for NATO operations in Europe.

Public procurement processes typically involved lengthy lead times between the identification of a need for contracted maintenance or construction services and the actual acquisition of those services. These delays often resulted in additional failures and costs because needed repairs were not completed timely or premiums had to be paid to meet high-priority delivery schedules. A genuine need existed to be able to procure contracted services in a timely and cost effective manner, while at the same time, maintaining control through adequate inspection and contract administration procedures. Mr. Mellon fulfilled this need by inventing JOC.



In 1985, after JOC proved successful for NATO, Mr. Mellon was tasked with developing and implementing a JOC program for the Department of Defense. Over the next several years, he developed the Delivery Order Contracting (DOC) system for the U.S. Army, the Simplified Acquisition of Base Engineering Requirements (SABER) system for the U.S. Air Force and the Work Order Contracting (WOC) system for the U.S. Navy. Mr. Mellon developed the initial Unit Price Books, Technical Specifications, internal Execution Procedures and the Contract Documents for these systems. Every defense facility in the United States and abroad that operates a JOC program does so under the original framework and procedures developed by Mr. Mellon.

After retiring from the Army Corps of Engineers, **Mr. Mellon realized that public owners, like many of NJPA's Members, would benefit greatly from the advantages of JOC.** In 1990, he started The Gordian Group for the sole purpose of

providing the products and services necessary to implement and support JOC programs for public facility and infrastructure owners. Since then, we have successfully implemented JOC programs for a wide variety of clients in many different public sectors from the New York City Department of Education, to the Los Angeles Department of Public Works, to the Cleveland Clinic.

Since our inception, JOC has been and continues to be our primary business. Starting with our first client, Miami-Dade County Public Schools, we have progressively improved and refined our approach. **The Gordian Group is the only firm in the nation that provides a JOC solution with single point responsibility for all of the products and services necessary for a client controlled JOC program.** Our JOC solutions include the proprietary data, technology, process and human resources necessary for a successful JOC program. We provide and support, with in-house staff, a comprehensive program. We do not “private label” the products from other companies, nor do we rely on third parties or independent vendors or subcontractors.

**This year, almost \$1.5 billion in maintenance, repair and construction work will be completed with JOC programs that we implemented and support. The Gordian Group team has extensive experience in all areas of consulting, planning, engineering, construction, automated management systems, training, operations and maintenance.** The vast knowledge and experience of our employees help us to fully understand the problems and complexities that our clients face each and every day. We operate under a team concept that allows for the liberal transfer of personnel, ideas and information, providing our clients with a truly integrated project delivery approach. As a result, we have assembled a team of professionals who have extraordinary JOC qualifications and experience. We have earned a leadership position in the industry and brought greater control and many other benefits to our clients.

One of The Gordian Group's greatest assets is its people. We have assembled a dedicated and hard-working group of employees that live and work by our core values, which are:

1. **We are innovators.**  
We invented JOC, eGordian, and the Construction Task Catalog. We will continue to develop innovative and creative solutions, services and products.
2. **We are the industry leader.**  
We intend to stay there. We will always improve.
3. **We provide exemplary service to our clients.**  
We will exceed expectations. We are successful when our clients are successful.
4. **We will maintain the integrity of our solutions, services and products.**  
We will not look the other way. We will not take shortcuts.
5. **We are thankful and hardworking.**  
We are thankful for the opportunities we have. We will work hard.
6. **We are honest and ethical.**  
We will always be honest. We will always be ethical.

7. **We are accountable.**

We are accountable for the success of our clients, our company and each other.

8. **We are all for one and one for all.**

We will do anything, anytime to support and to help each other achieve our collective goals.

9. **We celebrate our Gordian culture.**

We celebrate our humble beginning, Gordian traditions, and the individuality of our club members.

7. How long has your company been in the Indefinite Quantity Construction Contracting Systems industry?

The Gordian Group, Inc. was formed in 1990 by our Chairman and founder, Harry Mellon, who invented the Indefinite Quantity Construction Contracting system known as Job Order Contracting ("JOC").

8. Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?

The Gordian Group, Inc. is best described as a manufacturer and is the only firm in the nation that provides JOC solutions with single point responsibility for all of the products and services necessary for a turnkey JOC program. Our comprehensive JOC solutions are provided with in-house staff and include the proprietary data, technology, processes and staff resources necessary for our clients to achieve successful JOC programs. We do not "private label" the products from other companies, nor do we rely on third parties or independent vendors or subcontractors. We are 100% responsible for all of the products and services necessary for NJPA's Indefinite Quantity Construction program. Gordian's sales team and nationwide network of account managers are full-time employees dedicated to marketing, selling and supporting Gordian products exclusively.

9. Please provide your bond rating and/or credit reference from your bank.

A bond rating is not applicable to The Gordian Group. A credit reference is included in Section 11 of the proposal.

10. Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.

The Gordian Group employs a number of licensed professionals, including certified construction managers, licensed engineers, certified construction cost estimators, licensed attorneys, certified accountants and design professionals. While these



licenses and certifications are not required for the work contemplated under this RFP, these professionals are part of Gordian's most valuable asset; its people.

11. Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."

Not Applicable.

12. Provide all "Suspension or Disbarment" information as defined and required herein.

During its twenty-five (25) year history, The Gordian Group has never been terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency.

13. In addition to the \$1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have?

The Gordian Group currently holds the insurance coverage levels evidenced on the Acord 25 provided on the following page:



14. Within the RFP category there is potential to be several different sub-categories of solutions; list sub-category title/s that best describe your equipment/products, services and supplies.

The Gordian Group provides a full suite of JOC products and services that offer various levels of service and support. Our award-winning JOC solutions offer unmatched time and cost savings for construction, renovation, repair and maintenance programs nationwide. Our JOC solutions are provided both through direct contracts with clients, and through cooperative purchasing agencies like NJPA. In addition, we have leveraged our extensive construction cost data, eGordian information management application, and industry expertise to develop our newest product offering: Change Order Management System (COMS). These products are summarized below, and described in greater detail in Section 9 of the proposal.

- **Gordian JOC Basics™** – Designed for clients with the in-house expertise to develop, implement and execute a JOC program with minimal support from The Gordian Group. Through Gordian JOC Basics, Gordian will license the necessary tools to implement a JOC program, including user guides, a contract guide, software, data and limited training. Gordian JOC Basics can be included in a contract between NJPA and Gordian to provide NJPA members with the ability to piggyback the NJPA contract to procure Gordian JOC Basics directly from Gordian, and this service level can be incorporated into the NJPA JOC contracts to be utilized when NJPA members elect to procure construction from the NJPA contracts without utilizing Gordian’s Job Order development services.
- **Gordian JOC Solution™** - The Gordian JOC Solution is our legacy solution having helped facility and infrastructure owners control and fast track their repair, maintenance and construction projects for over two decades. The Gordian JOC Solution is suited for owners that have annual budgets for JOC type work of \$3-4 million or more and have the in-house expertise necessary to properly develop Job Orders. The Gordian JOC Solution can be incorporated into a contract between NJPA and Gordian to provide NJPA members with the ability to piggyback the NJPA contract to procure a Gordian JOC solution directly from Gordian.
- **JOC Complete Solution®** – Designed to provide comprehensive support from program implementation to project procurement, Gordian’s JOC Complete Solution includes development, implementation and support of a JOC program, and Job Order development services. This is the JOC solution service level currently provided to NJPA members through the eJOC program. The JOC Complete Solution can be included in a contract between NJPA and Gordian to provide NJPA members with the ability to piggyback the NJPA contract to procure the JOC Complete Solution directly from Gordian, and this level of service can be incorporated into the NJPA JOC contracts to be utilized when NJPA members require Gordian’s Job Order development services during the procurement of construction from the NJPA JOC contracts.
- **JOC Complete Solution Plus™** – Designed to provide construction management services for JOC projects, the JOC Complete Solution Plus level of service can be included in a contract between NJPA and Gordian to provide NJPA members with the ability to piggyback the NJPA contract to procure the JOC Complete Solution Plus directly from Gordian, whether as part of an independent JOC program, or as construction management

services provided by Gordian for projects procured from NJPA's JOC contracts.

- **Change Order Management System (COMS™)** – Gordian's COMS is a comprehensive change order management system with all of the products and services necessary to manage change orders during capital construction projects. Using COMS, the need to negotiate change orders during construction is eliminated by setting unit prices at the beginning of the project. Gordian's COMS solution can be included in a contract between NJPA and Gordian to provide NJPA members with the ability to piggyback the NJPA contract to procure COMS directly from Gordian.



# Company Information

## 15. List and document recent industry awards and recognition.

Gordian's advancements in Job Order Contracting have earned best in class results and recognition for both The Gordian Group and our clients. A growing list of national organizations have recognized the results of our programs for clients including public procurement (NIGP), Housing (NAHRO), and most recently, Counties (NACo).



Gordian's products and services have also been repeatedly recognized for excellence in the Housing

sector. Initially, the National Association of Housing and Redevelopment Officials (NAHRO) bestowed The Gordian Group with a National Merit Award for Administrative Innovation for "outstanding achievement" in working with the Housing Authority of the City of Annapolis (HACA). In this case, thanks to an influx of ARRA funds, there was a need to quickly renovate a volume of vacant housing units that "overwhelmed our in-house staff" according to Carol Morgan, Director of HACA Capital Improvement Services. Using Gordian's ezIQC program, which in this case was made available through cooperative purchasing and the National Joint Powers Alliance, HACA was able to quickly make the renovations while also improving financial oversight and regulatory compliance. HACA also won the NAHRO Mid-Atlantic Region's Outstanding Achievement award for the ezIQC project.

The Hopewell Redevelopment and Housing Authority (HRHA) in Virginia used ezIQC when faced with too many projects and too little time to complete them. With no staff and a looming ARRA deadline, the agency risked losing the federal funding if work was not procured quickly. Using ezIQC, HRHA procured multiple jobs and completed them in the time it would have taken to procure just one project, earning them the 2011 Award of Merit from NAHRO.



Pictured here is Steven Benham, Executive Director of the Hopewell Housing and Rehabilitation Authority, accepting the 2011 Award of Merit on behalf of NRHRHA from NAHRO CEO Saul N. Ramirez, Jr.

An organization we hold in highest regard and one of our largest clients, the United States Postal Service, has also honored our work. The USPS recognized The Gordian Group with the 2010 Supplier Excellence Award in a field of 20,000 suppliers. Outstanding results were achieved using the Gordian JOC Solution for a wide range of projects from disaster clean-ups to national energy conservation projects.

In 2012, eGordian was honored by InfoCommerce Group, in collaboration with the Software and Information Industry Association (SIIA), as a 2012 Model of Excellence website.

Most recently, Gordian client Cook County, IL was awarded a 2015 Achievement Award from the National Association of Counties for its implementation and utilization of Job Order Contracting to ensure prompt, efficient and cost-effective repair, maintenance and construction projects for County facilities and infrastructure.

16. Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.

**1. New York City Department of Education**

John Shea  
Chief Executive Officer  
(718) 349-5410

**2. United States Postal Service**

Jennifer Beriro-Reville  
PCES Manager, Facilities Construction CMC  
(202) 268-6001

**3. The City of Chicago**

Mr. James McIsaac  
Procurement Services, General Counsel  
(312) 742-5080

17. Provide a list of your top 5 government and/or education customers including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.

**1. New York City Department of Education, NY**

The NYC DOE is the largest public school system in the United States, with more than 1.1 million students and over 1,200 school buildings to maintain. The Gordian Group's contract with DOE includes the development and implementation of a JOC program, ongoing support for the pricing system and JOC program, an unlimited license to the JOC information management application, development and management of the Construction Task Catalog, development of Technical Specifications, development of execution procedures, procurement support and ongoing training of DOE and JOC contractor staff. In addition, The Gordian Group provides comprehensive Job Order development and construction management services for most of the JOC projects procured by DOE. This includes "cradle-to-grave" support delivered by more than 20 construction managers that are co-located in DOE's offices to ensure timely and efficient project completion.

Annual Revenue for the past 3 years:

████████████████████  
████████████████████



  
**2. National Joint Powers Alliance, Nationwide**

The Gordian Group was awarded a contract with NJPA in 2007 to implement and support the nationwide ezIQC program for the benefit of NJPA Members. Since that time, Gordian has assisted NJPA in soliciting and awarding more than 750 JOC contracts in 50 states, developed approximately 268 unique Construction Task Catalogs, and provided Job Order development services for thousands of Job Orders. NJPA currently holds 523 active JOC contracts, which are utilized by thousands of members to accomplish a wide-range of construction, renovation, repair and maintenance projects. This national program has delivered immeasurable value to NJPA and its members, and was implemented, and is currently supported by The Gordian Group through our in-house expertise and network of account managers located throughout the United States.

Annual Revenue for the past 3 years:

**3. United States Postal Service, Nationwide**

The Gordian Group was awarded a contract in May 2002 to develop a pilot Job Order Contracting (JOC) program for the United State Postal Services (USPS). The program started in May, 2002 with the Hoboken Region office, which covers the New York City and New Jersey areas. In October 2002, the Denver Region was added to the contract and in October 2003 the San Diego Region was added. The JOC program went nationwide in the summer of 2004. Currently, the USPS has issued Job Orders valued at more than \$1.9 billion in construction.

Annual Revenue for the past 3 years:

**4. New York City School Construction Authority, NY**

The Gordian Group was awarded a contract with NYC SCA in 2007 to implement and support a JOC program for SCA. NYC SCA uses its JOC program to rectify, improve and upgrade schools in all five boroughs of the City. Typical projects involve doing work to clear violations, completing the work of defaulted contractors, and undertaking other small to medium-sized projects with Job Order values ranging from \$2,000 to \$3,000,000.

Annual Revenue for the past 3 years:

██████████  
 ██████████  
 ██████████

**5. California State University System, CA**

The Gordian Group was awarded a contract by the California State University System in 1999 to provide a JOC program to each CSU campus that elected to procure Gordian from the master services agreement. Since that time Gordian has provided its JOC solutions to 21 campuses throughout the state of California.

Annual Revenue for the past 3 years:

██████████  
 ██████████  
 ██████████

18. What percentages of your current (within the past 3 fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.

Within the past 3 fiscal years, The Gordian Group's national sales within the government and education verticals are as follows:

Vertical	Sales	Percentage of Overall Sales
Education	██████████	29.5%
Government	██████████	70.5%



# Proposer's Ability

19. Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP.

The Gordian Group's procurement Solutions Sales team provides nationwide coverage, and is solely focused on selling the JOC products and services contemplated in this RFP. Scott Smith, our Vice President of Sales and Marketing, has more than 20 years' experience with enterprise software and information services companies in sales leadership and executive management positions. In this role, Mr. Smith directs the sales and staffing strategy of our Solutions Sales team.

Steve Roe serves as the Vice President of Solutions, and is responsible for overseeing the sales of Gordian's portfolio of solutions, including JOC solutions, ezIQ and COMS. Mr. Roe is a 20 year sales veteran with prior sales and sales management experience at a number of software and data companies. Mr. Roe manages Gordian's regional sales directors, who provide nationwide coverage for Gordian's sales efforts.

Alyssa Chapman serves as the Southeast Director of Sales, where she is responsible for serving an eight state region that includes Maryland, Virginia and Georgia. Ms. Chapman has more than 20 years of experience working for large data and software companies such as IBM, Cisco Systems and Lexis-Nexis.

Lisa Cooley serves as the Federal Solutions Director of Sales, and is responsible for selling estimating and procurement solutions for federal customers and other associated accounts. Ms. Cooley has years of experience in JOC as a contractor, consultant and sales executive. She has built her career around the JOC delivery method since 2005, and has served in various leadership positions for many industry groups such as AGC, IFMA and NASFA.

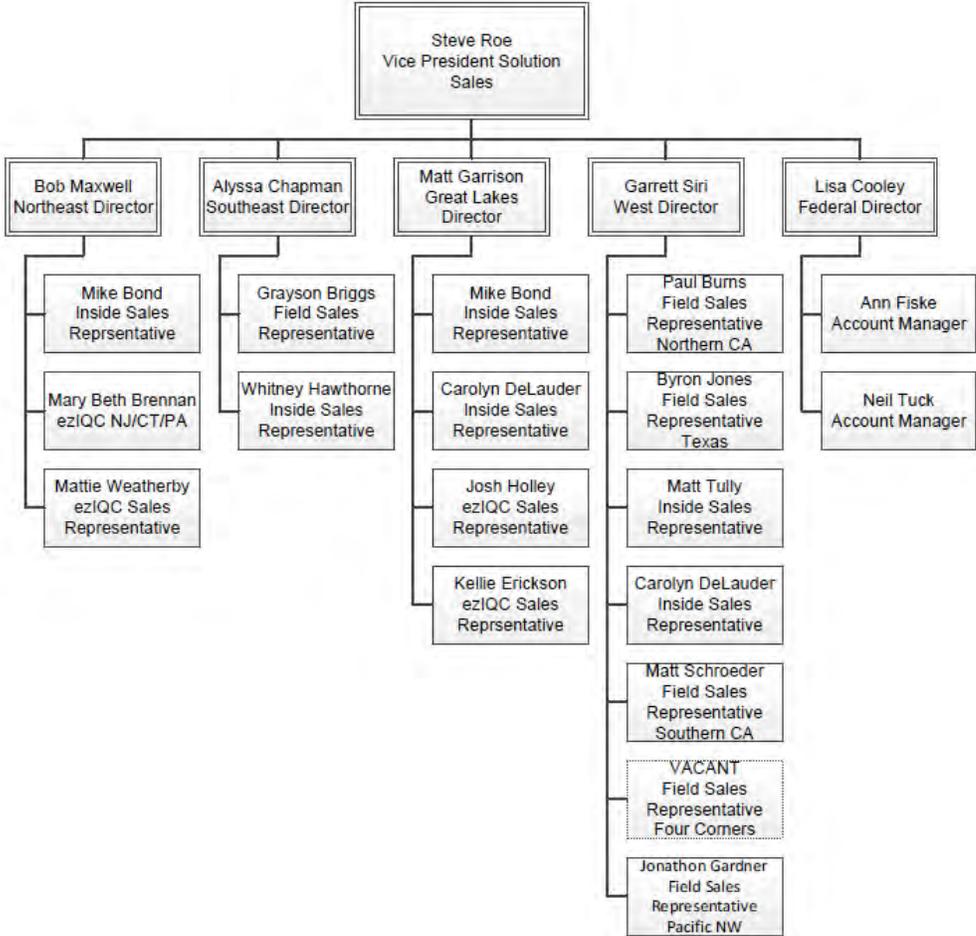
Matthew Garrison serves as the Great Lakes Director of Sales, where he is responsible for serving a seven state region that includes Illinois, Indiana, Ohio and Michigan. Mr. Garrison previously served as an account manager for Gordian in the Chicago area, and has a complete understanding of the value proposition JOC provides. Mr. Garrison is focused entirely on selling the products and services contemplated in this RFP.

Bob Maxwell serves as the Northeast Director of Sales, where he is responsible for serving a ten state region that includes New York, New Jersey and Pennsylvania. Mr. Maxwell has nearly 25 years of sales and sales management experience with data and software companies.

Garrett Siri serves as the West Director of Sales, and is responsible for serving a large area of the Western United States, along with a number of direct reports. Mr. Siri's area of responsibility includes California, Texas, Arizona and the Pacific Northwest. Mr. Siri has nearly two decades of sales experience, most recently with a national technology solutions company.

The sales executives above manage a network of both field and in-house sales staff that are dedicated to the sales and promotion of Gordian's solutions portfolio,

including an inside sales team solely dedicated to the ezIQC program currently in place for NJPA. Our Solutions Sales organizational chart is provided below:



Our sales directors and field sales representatives are dispersed throughout the country and are responsible for territories where they are familiar with the local market economies, politics, construction environments, etc... This approach has proven successful as evidenced by the substantial growth obtained through the current NJPA ezIQC program since 2010.

In addition to the dedicated sales force described above, The Gordian Group leverages our nationwide network of account managers to employ a “Doer-Seller” approach. We recognize that the very nature of our service deliverables, unlike that of tangible goods, puts our account managers in a unique position to foster relationships and remain top-of-mind with clients when new construction needs arise. With our vast network of account managers, many of them live and work in the same communities as our clients, and they develop extensive word of mouth networks amongst local government and school district representatives. The primary role of our account managers is to provide the JOC consulting and Job Order development services on a day-to-day basis, and they are largely responsible for the success of the current



NJPA ezIQC program. However, they also provide valuable assistance in the business development and sales process by nurturing cross sales and word of mouth referrals through their professional networks. When a sales prospect is identified through an account manager, the sales team is notified and put into action to close the deal. Our account managers serve as an invaluable business development and lead generation arm for the company, in addition to being our most valuable asset that ensures the true value of JOC is obtained for our ezIQC and direct JOC clients.

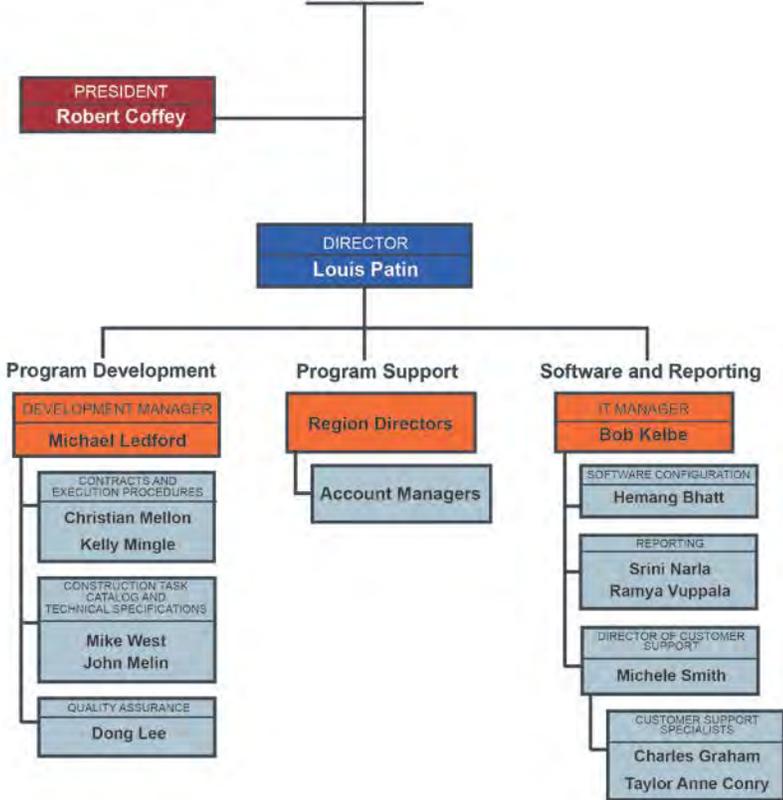
20. Please describe your dedicated dealer network and number of individuals sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP.

The Gordian Group does not utilize a dealer network and employs its own in-house sales force as described in response to No. 19 above.

21. Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?

The Gordian Group employs more than 160 persons dedicated solely to servicing our existing JOC clients. This dedicated company service force consists of executives, regional directors, program development, account managers, report writers, construction cost estimators, construction cost researchers, engineers, software developers and customer support representatives. An organizational chart for the NJPA account is provided on the following page:





## Executives

**Robert D. Coffey**, President and Co-founder of The Gordian Group, serves as a Principal for all of The Gordian Group's contracts. Mr. Coffey is responsible for corporate operations and the overall performance of The Gordian Group staff. Mr. Coffey has been extensively involved in the development and execution of the NJPA eziQC program since its implementation in 2008. Prior to assuming the responsibilities of President, Mr. Coffey was the Project Manager for the development and implementation of the JOC programs for the Metropolitan Atlanta Rapid Transit Authority, Miami-Dade County Public Schools, Palm Beach County and the Los Angeles County Internal Services Department.

**Louis Patin** will serve as the National Director for this assignment. Mr. Patin has been with The Gordian Group for 10 years, and is the Director of our national accounts, which includes NJPA. He has substantial Job Order Contracting experience, and extensive familiarity with the NJPA eziQC program. His experience gives him a solid perspective on what it takes to successfully support a large volume, nationwide cooperative JOC program. As the Director of National Accounts, Mr. Patin will manage the initial logistical planning of the work and report progress to NJPA. He will be the principal point of contact with NJPA and will have the authority to make tactical program decisions on behalf of our company. Mr. Patin will be responsible for the overall performance of Gordian's project team, and will report to Robert Coffey, Gordian's President.

## Program Development

**Michael Ledford** will serve as the Program Development Manager and will report to Mr. Patin. Mr. Ledford will manage our Program Development team and all activities related to development of NJPA's eziQC program, including the preparation of customized Contract Documents, Execution Procedures, Bid Documents, Construction Task Catalog and Technical Specifications.

Mr. Ledford has worked at The Gordian Group for nine years and, as a graduate of the University of South Carolina School of Law, he is proficient in the preparation of contracts and other technical documents. Prior to becoming the Program Development Manager, Mr. Ledford was Regional Manager of the Southeast Region and oversaw the development, implementation and continued support of numerous JOC programs, including the City of Miami, Palm Beach County and Broward County.

**Christian Mellon** will also serve as a Development and Implementation Specialist and report to Mr. Ledford. Mr. Mellon will be responsible for coordinating with various NJPA departments to prepare the Bid Documents that will be used to procure the JOC contractors and the Execution Procedures that will detail the procedures for managing the JOC program to ensure they are compliant with applicable laws as it relates to construction procurement.

Mr. Mellon has worked at The Gordian Group for more than 14 years and, prior to becoming a Development and Implementation Specialist, he worked as an Account Manager overseeing the development and continued support for numerous JOC programs, including Cook County, Purdue University, the City of Chicago and Chicago Public Schools

**Kelly Mingle** will serve as a Development and Implementation Specialist and report to Mr. Ledford. Ms. Mingle will be responsible for preparing the Contract and General Conditions that are used to procure the JOC construction contractors to ensure the documents are JOC compliant.

Ms. Mingle has worked at The Gordian Group for more than three years and, prior to being assigned to our specialized Program Development team, she served as an Account Manager overseeing the development, implementation and continued support of the JOC program for our state-wide contract for the California Administrative Office of the Courts' JOC program. Prior to joining The Gordian Group, Ms. Mingle worked for Sacramento County where she was responsible for managing their JOC program.

**Michael West** will serve as the Construction Task and Specifications Manager and will report directly to Mr. Ledford. Mr. West will be responsible for managing the preparation of the customized Construction Task Catalog and Technical Specifications for the NJPA ezIQC program. Mr. West has worked at The Gordian Group for more than 11 years and has assisted in preparing the Construction Task Catalog and Technical Specifications for every JOC program that has been implemented during that time, including the State of Arizona, the State of Utah, Cooperative Educational Services and the United States Postal Service.

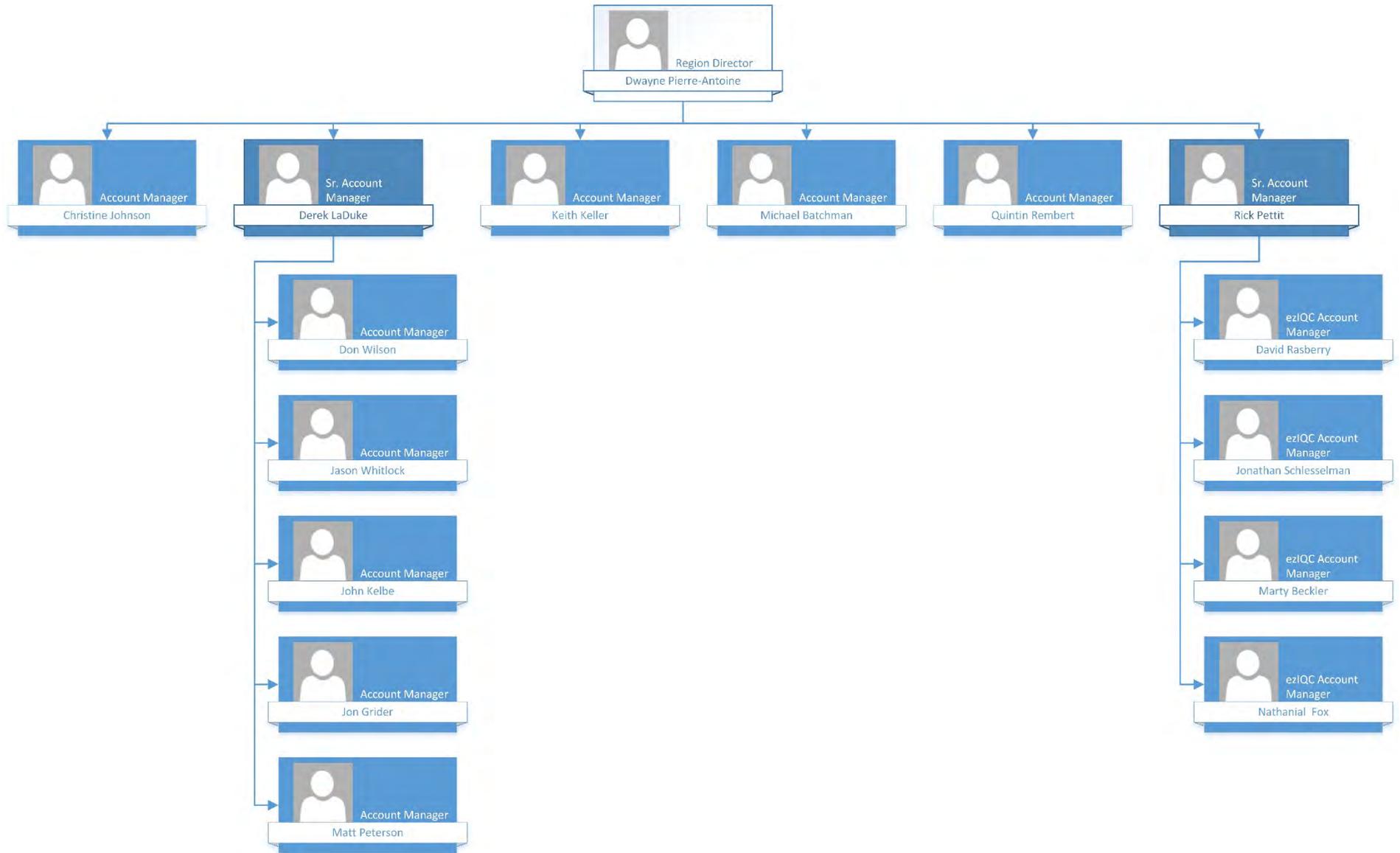
**John Melin, Jr.** will serve as the Senior Cost Estimator and report directly to Mr. West. Mr. Melin is a certified cost estimator with over 19 years of experience developing Construction Task Catalogs for both DOD and public owner JOC programs. Mr. Melin's primary responsibility will be to add tasks and update costs for the customized Construction Task Catalogs associated with each NJPA ezIQC contract.

**Dong Lee** will serve as the Quality Assurance Technician and report directly to Mr. Ledford. Mr. Lee is responsible for quality assurance in the publishing of the Construction Task Catalog and the Technical Specifications for each ezIQC contract solicitation.

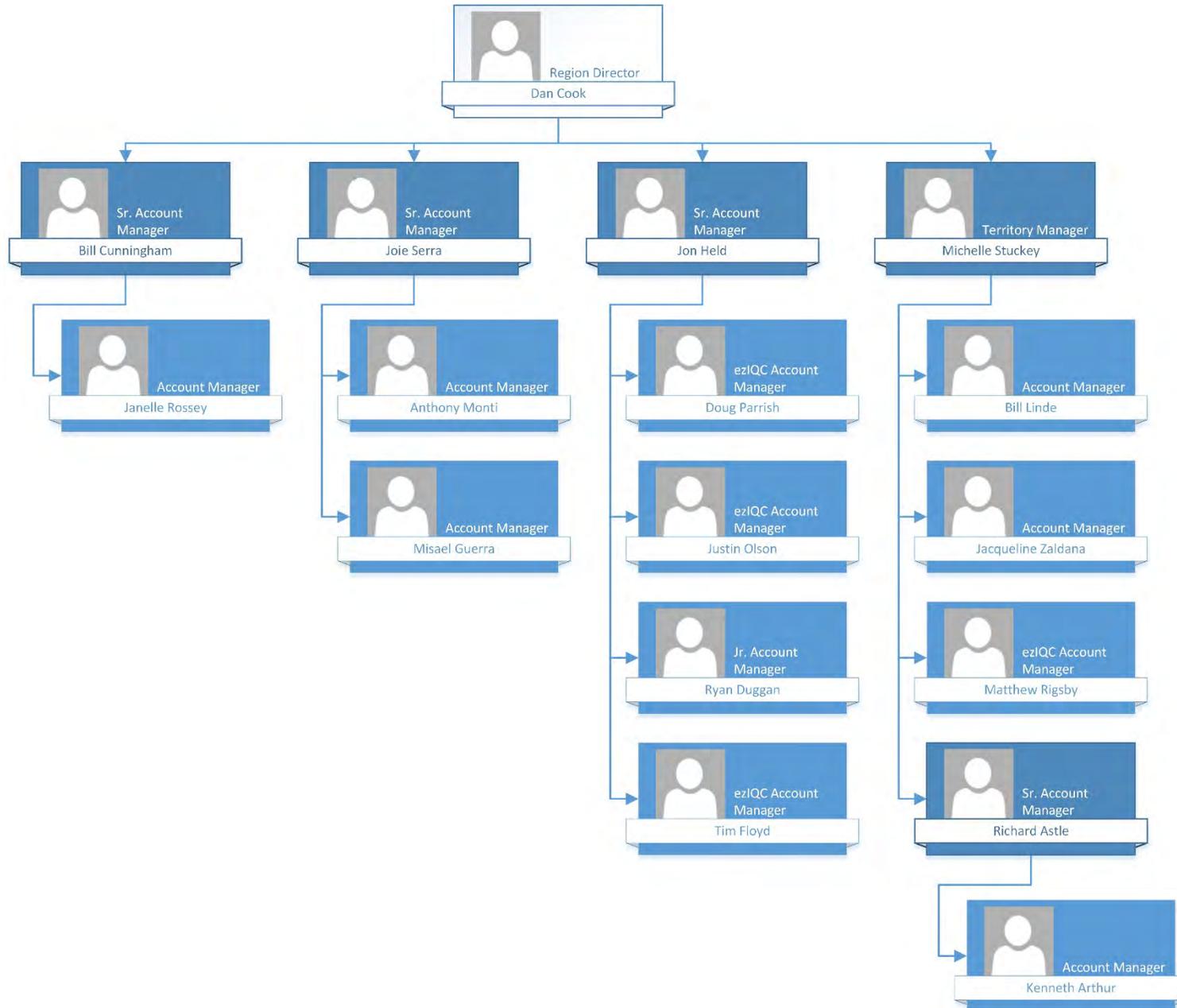
## Program Support

The NJPA ezIQC program, and any JOC solutions procured by NJPA members via a piggyback of the NJPA contract, will be supported by our nationwide operations staff, which includes Region Directors, Territory Managers, Sr. Account Managers and Account Managers. Gordian's Region Directors oversee the development and support of each JOC program within their region, and provide guidance on strategic guidance to the account management team directly servicing each client. The Region Directors will be the key contact for Mr. Patin on all issues related to the services provided to NJPA members through the ezIQC program. Gordian's Territory Managers, Sr. Account Managers and Account Managers are primarily responsible for overseeing the day-to-day support of our clients' JOC programs, and providing Job Order development support to ezIQC clients that purchase construction through the NJPA ezIQC program. An organizational chart showing the breadth of support available through an ezIQC program implemented and executed by The Gordian Group are provided on the following pages:

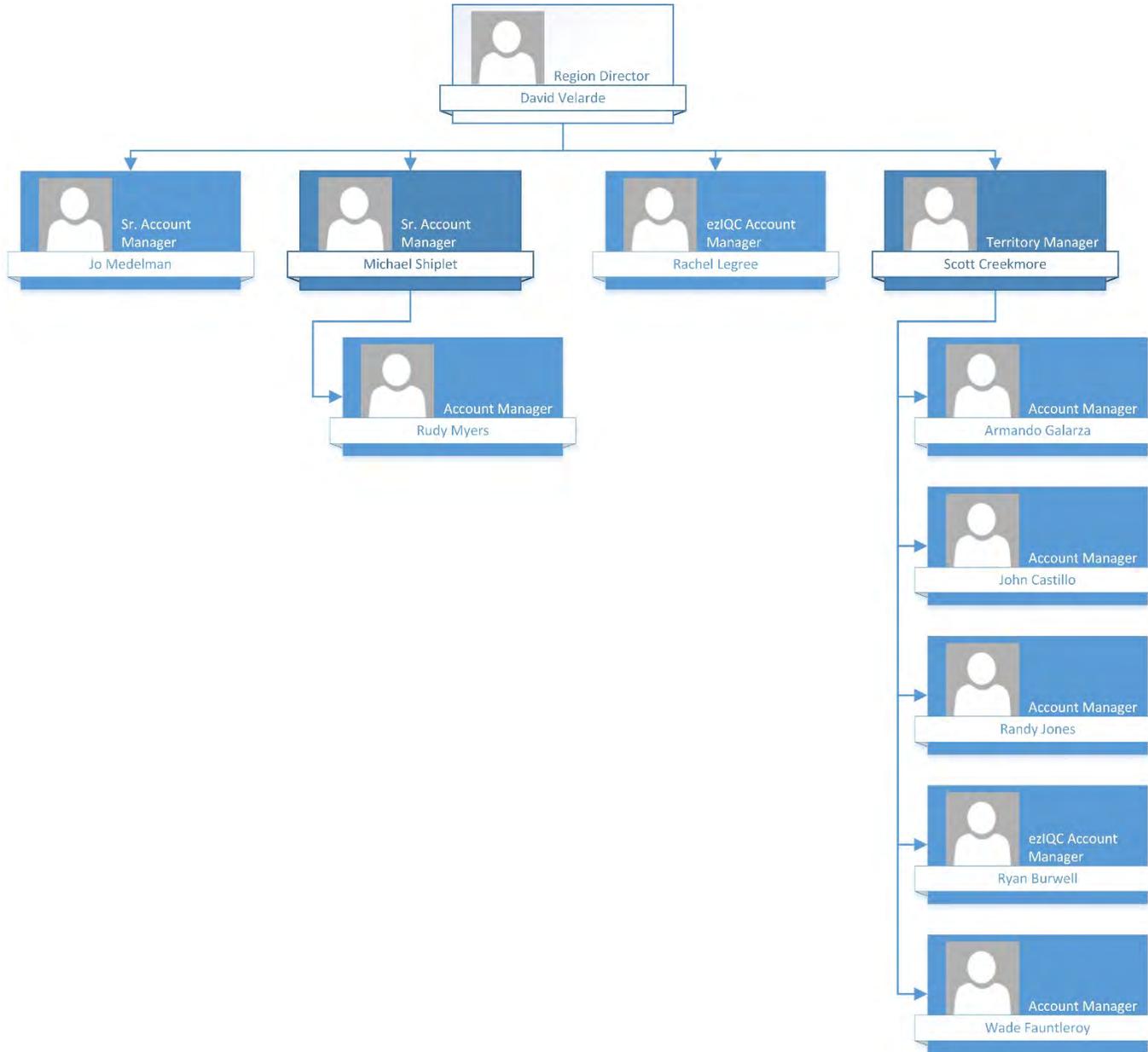
# GREAT LAKES REGION



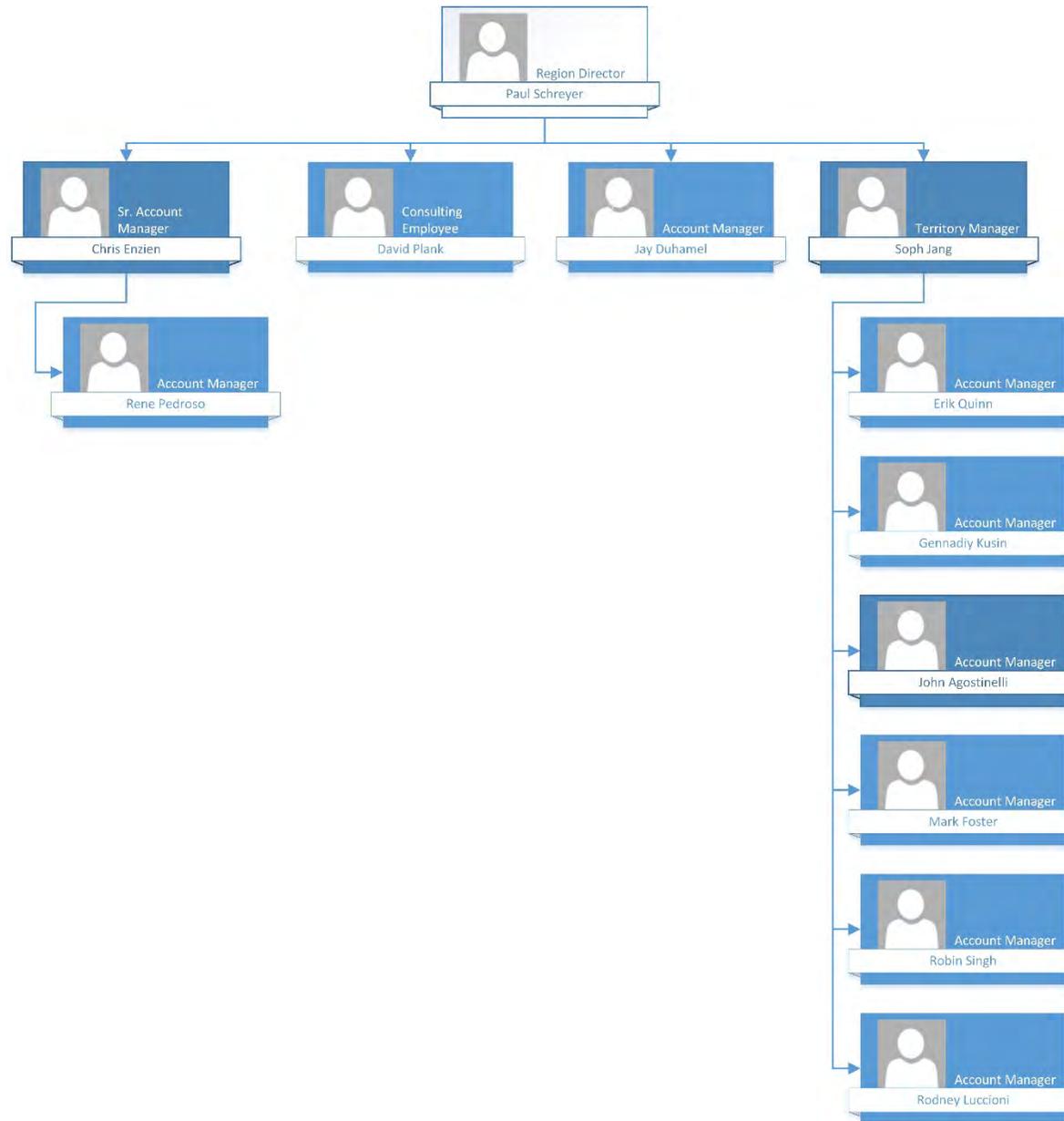
# SOUTHEAST REGION



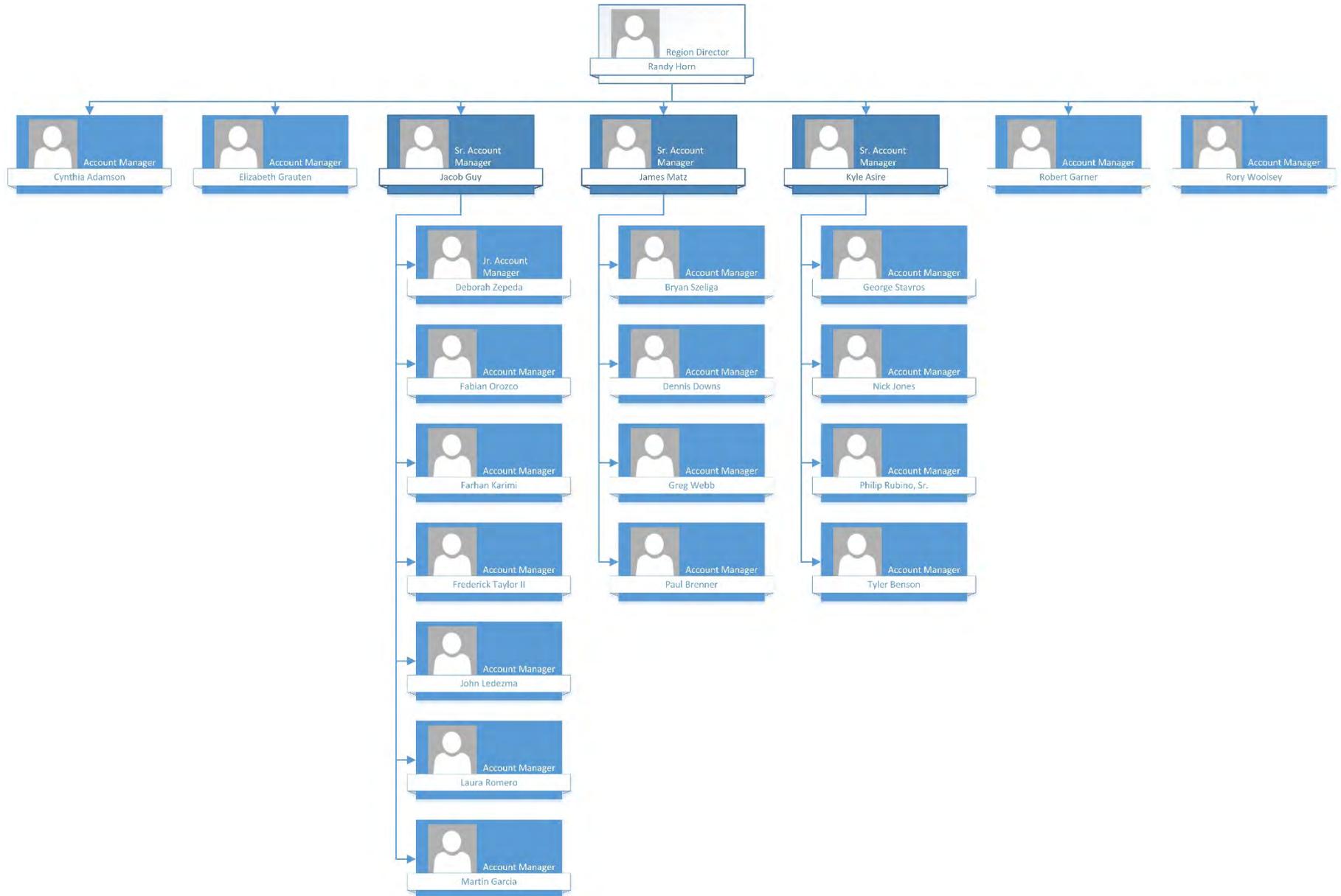
# MOUNTAIN REGION



# NORTHEAST REGION



# WESTERN REGION



## Software and Reporting

**Bob Kelbe** will serve as the Information Technology Manager and report directly to Mr. Patin. Mr. Kelbe's primary responsibility will be managing the configuration of the JOC management application, eGordian, for NJPA's ezIQC program.

Mr. Kelbe has implemented and overseen numerous updates and new versions of eGordian, our web-based JOC information management application which was first introduced in 2011. Under Mr. Kelbe's leadership, eGordian continues to incorporate cutting edge technology and is the leading information management application for the execution of any Job Order Contracting program.

**Hemang Bhatt** will serve as the Director of Software Development. As the Director of Software Development, Mr. Bhatt is responsible for the development of Gordian's JOC information management software, eGordian. He is responsible for providing eGordian software configuration to meet the specific data collection and reporting needs of Gordian clients.

**Srinivasa Narla** will serve as a Crystal Reports Writer and report to Mr. Kelbe. Mr. Narla's primary responsibility will be report design and adapting standard reports for use in eGordian.

**Ramya Vuppala** will also serve as a Report Writer and report directly to Mr. Kelbe. Ms. Vuppala's primary responsibility will be creating reports to monitor key performance indicators to manage the JOC process and standard Job Order reports.

**Michele Smith** will serve as the Director of Customer Support and reports directly to Robert Coffey. Prior to joining the Gordian Group, Ms. Smith served as Manager of Customer Support for Charter Communications for almost 10 years. Ms. Smith has over 20 years of customer support experience.

**Charles Graham** and **Taylor Anne Conry** will serve as Customer Support Specialists and report directly to Ms. Smith. Their primary responsibility will be off-site eGordian technical support and computer assistance to NJPA's members and JOC contractor staff. Mr. Graham and Ms. Conry are skilled in the use of remote access applications for providing our clients with customer support. Using PC Anywhere, Net Meeting or WebEx, they can work on the user's computer as if they were sitting at the user's desk.

22. Please describe your dedicated dealer service force or network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP. Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?

The Gordian Group does not utilize a dealer network and employs its own in-house service force as described in response to No. 21 above.

23. Describe in detail your customer service program regarding process and procedure. Please include,

where appropriate, response time capabilities and commitments as part of this RFP response and awarded contract.

Gordian provides unlimited toll-free telephone support to all JOC clients, eziQC clients and JOC contractors as it relates to the utilization of the eGordian information management application. Our customer support line is available Monday through Friday from 8 A.M. – 8 P.M. EST.

In addition, The Gordian Group responds to most project requests immediately. Our goal is to respond to every request within four (4) hours of receiving a call or email. The maximum time it will take to respond to any request is as follows:

**a. A phone call or email with a new service request**

- Implementation/JOC Contract Questions – within 24 hours
- Construction Task Catalog Questions – within 24 hours
- Technical Specification Questions – within 24 hours
- Software Support Questions – 24/7 support is provided, with call backs within 1 hour in the event all support technicians are responding to other callers

**b. A phone call or email regarding an existing service request or issue**

- Implementation/JOC Contract Questions – within 8 hours
- Construction Task Catalog Questions – within 8 hours
- Technical Specification Questions – within 8 hours
- Software Support Questions – 24/7 support is provided, with call backs within 1 hour in the event all support technicians are responding to other callers

**c. A phone call or email regarding a billing inquiry/dispute**

Within 24 hours.

**d. A phone call or email requesting special assistance on a non-emergency**

Within 24 hours

**e. A request for a report on recent activity**

Within 24 hours for minor modifications to standard reports and within one week for new reports.

In order to facilitate the use of eziQC amongst NJPA members, Gordian has developed a streamlined ordering process available at [www.eziqc.com](http://www.eziqc.com). Through our dedicated website, NJPA members can simply enter their contract information, along with the project location, and they will receive a phone call from a Gordian Account Manager within 24 hours to discuss the project and schedule a Joint Scope Meeting. As shown in the graphic below, entering a project request at eziqc.com only takes a matter of minutes:



**GORDIAN ezIQIC** Apps Tools ezIQIC® Videos

**New Project**

Welcome! **New Visitor?**  
To start the process please fill out the form below... [Read More](#)

**How Can We Help You?**

Contractor Selection  No Preference

**Project Location**  
Address 1  
Address 2  
City  
Project Management Services  Please Include  Not Necessary [Read More!](#)  
Description of Work to be Performed

**How Can We Contact You?** (Please enter required fields below in order to send this request.)

24/7 Emergency Response Needed... [Read More](#)  
State/Location   
Zip   
First Name   
Last Name   
E-mail   
Your Email (if different from above)   
Phone Number   
Organization   
Which of the following describes your organization?  Public  Non-Profit  Private  
How did you hear about us?

**Send To ezIQIC Expert**  
The experts at ezIQIC look forward to helping you with your project. Rest assured, there is no cost or obligation to submit this project to ezIQIC. You may choose to order construction services after reviewing all of the details, including cost. [Send Now!](#)

ezIQIC® is a product of The Gordian Group, Inc. | [Privacy Policy](#) | [All Rights Reserved](#) ©2015 The Gordian Group, Inc.

With Gordian, NJPA's ezIQIC delivery portal is already developed, and has been used extensively by NJPA members to procure construction work. No other bidder can provide this level of support, as Gordian has already invested substantial resources into optimizing NJPA's current program, and will continue to make improvements moving forward.

24. Identify any geographic areas or NJPA market segments of the United States you will NOT be offering and promoting an awarded contract to.

The Gordian Group will market and service any area where state laws allow construction work to be procured through cooperative contracts, and where there is aggregate purchasing potential to support a JOC contract. As these laws continue to evolve, The Gordian Group will continue to monitor legislative changes and work with NJPA to serve all markets where NJPA members would benefit from this program.

25. Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to.

The Gordian Group provides JOC services primarily to education, government and non-profit agencies, and will offer and promote this contract to all NJPA member segments.

26. Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your offshore shipping program on the Pricing form P of this document.



The Gordian Group does not currently employ staff or support operations in Hawaii, Alaska or the US Islands, and cannot support the NJPA ezIQC program in these locations due to the service levels required. However, The Gordian Group is always willing to discuss the expansion of the NJPA program into new territories when its advantageous for the parties involved, and for NJPA members.



# Marketing Plan

27. Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to your NJPA awarded contract.

The Gordian Group offers extensive training to its sales management and team on a regular basis. Occurring through quarterly on-site sales meetings and monthly webinars, training focuses on solution specific information, messaging and sales strategies to ensure that both internal and external best practices are shared amongst the team.

Additionally, Gordian believes that training specifically on the NJPA contract is critical to the sales team's success. To ensure that the sales team is enabled with all pertinent information and tactics, upon award of the NJPA contract Gordian will deliver training as outlined below:

1. NJPA Overview – A discussion of the National Joint Powers Alliance.
  - a. NJPA – a state agency with state employees
  - b. Contracts that are available to our clients through NJPA, not just ezIQC
2. Use of NJPA
  - a. Advantages for the buyer
  - b. Procedures for use
  - c. NJPA resources
3. Legal
  - a. State statutes that address Joint Powers
  - b. How to explain the legal issues – if necessary
4. Marketing material
  - a. Explanation of the marketing material
  - b. When to use
  - c. Updates

In regards to Gordian's "dealer network", which is comprised of awarded contractors, a significant investment has been made over the last two years in developing a robust contractor training and enablement program to prepare contractors to sell and market the contracted solutions. Our training consists of a live on-location "Success Workshop" or "Success Webinar" depending on the market momentum aimed at building a foundation of business development enthusiasm, product knowledge, and awareness of national best business development practices. In major markets, contractors are also afforded private 1:1 consulting sessions with the Gordian team to assist in crafting custom go-to-market plans. The Success Training is followed by:

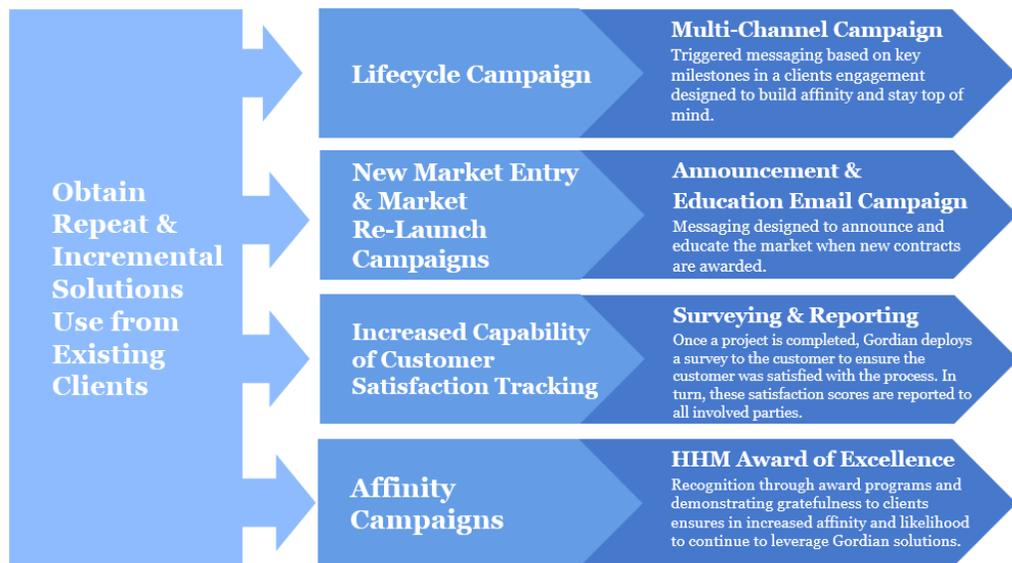
- Technical training (CTC® & eGordian®) usually in the contractor's office;
- Field Sales accompaniment on three sales calls as a demonstration,
- Providing custom sales collateral for those interested contractors,

- Invitations to co-exhibit at trade events involving co-branding, and, Occasional sales webinars, best practice communiques and contests throughout the year.

Gordian continues to enhance our Channel Marketing tactics based on experience and dialogue with other NJPA vendors.

## 28. Describe how you would market/promote an NJPA Contract nationally to ensure success.

To maximize exposure and awareness of contracted solutions, a long term marketing plan is in place that leverages The Gordian Group's geographic footprint and existing client network. This strategy has proven to be effective in resulting in revenue growth. The foundation of our marketing plan is based on the idea that it is much easier to expand within existing clients and markets rather than approaching and entering new markets. Gordian realizes that the techniques used for both existing and new markets require different strategies and messaging and is poised to develop and deploy as the type of market dictates. These tactics based on adoption status are depicted in the below diagram.



Knowing that the catalyst for great word-of-mouth marketing is satisfied clients, Gordian's marketing begins with delivering outstanding service each and every day to our clients. Since our beginning we have employed a performance based pricing model where clients only pay for work processed through our systems and they can order or elect not to, at will. Our Account Managers have close relationships and interaction with our clients to provide top service. Additionally, our Satisfaction Tracking monitors client satisfaction and allows all parties (co-operative, contractor, Gordian) to respond to the results.



We know that the key to growth is acquiring new clients, which includes nurture broad marketplace awareness of procurement tactics and our solutions through a diverse, ongoing promotional mix of tactics. We tailor marketing deliverables changing tactics, messaging points and value propositions from one market segment to the next, as necessary. The types of deliverables we employ within our promotions mix is provided in Question 29, below.

In conjunction with our Marketing tactics referenced above, we have taught contractors new approaches for client reengagement and relationship building within their success training so that they may act as an extension of the above efforts within the marketplace. We have also recently added a substantial number of personnel our Sales Team, including both inside and outside sales representatives, so that we may aggressively reach more clients and prospects by providing more hands-on engagement in the marketplace. Collectively, the marketing tactics referenced above along with the investment in Sales and our contractor network have fueled our success as the industry leader and provided a firm foundation for expansion efforts.

29. Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.

The Gordian Group delivers marketing content via several different integrated channels and tailors all messaging to align with the intended audience. Current delivery channels include; information sheets, videos, tradeshow, webinars, newsletters, social networks, Pay-Per-Click (PPC) campaigns, and articles published in trade magazines. Utilizing an in-house group to develop marketing strategy, messaging and materials provides the flexibility to change in a dynamic environment and develop market-focused campaigns.

Gordian attends over 30 regional and national trade shows, distributes over 500,000 direct mail pieces, and sends over 1.5M email messages to potential customers every year. We have proven our ability to mass market using several channels, and our

future plans are to continue to refine our messaging to ensure we are sending the right prospect the right message at the right time.

Our marketing materials typically have three major goals. They include: Industry trends to drive search engine and lead generation performance, describe the product; Nurture messaging to customize the specific messaging based on the prospect's clicks that resonate with the topics, the function or the type of agency that pertain; Product and delivery specific that describe how to purchase including the ability to utilize the NJPA award. Based on a prospect's engagement with our marketing content, varying assortments of the attached are sent to them to ensure they are receiving a targeted and relevant message. Samples of our marketing materials are included in the Appendix of the proposal.

### 30. Describe your use of technology and the internet to provide marketing and ensure national contract awareness.

Internally the Gordian Marketing Team employs a best in class marketing automation system, which allows us to launch targeted campaigns and measure engagement with our messaging. At a time where individuals are bombarded with nearly 3,000 marketing messages every day through their mobile, social and inbox, it's imperative that Gordian's message is meaningful. By utilizing the measurement mechanism of our marketing automation system, we ensure that we are sending the prospect or customer the most targeted, relevant message based on their demographics, behavior and stage of the customer lifecycle.

The Gordian Group has a strong external facing digital web presence built on a robust content library. The Gordian Group website consistently has top five rankings in all of the major search engines for keyword searches related to construction procurement.

In addition to high search ranking, Gordian employs a Pay-Per-Click campaign that results in the highest ranking advertisements on Google as well as a social media industry presence on Facebook, LinkedIn and Twitter.

### 31. Describe your perception of NJPA's role in marketing the partnership and your services/products.

Gordian believes that NJPA has a responsibility to market the concept of cooperative purchasing, continue to contract with high quality vendors, ensure the NJPA brand is easily recognizable in the marketplace and bring awareness of the products and services available to its members. NJPA has been both a key client and a supportive partner of Gordian and past experience has shown that NJPA is aggressive in their effort to accomplish the items described above. NJPA is unsurpassed in its digital (web-based) eZIQC contract presence and collaboration amongst its vendors.

Based on success with other co-operative purchasing groups, Gordian would like to suggest that additional tactics could be employed by NJPA including hosting vendor neutral member educational webinar(s), live event(s), or solutions based User's Group to strengthen the NJPA affinity.

### 32. Describe in detail any unique marketing techniques and methods as part of your proposal

that would separate you from other companies in your industry.

Based on the breadth and depth of Gordian's marketing mix, we believe we offer a best-in-class marketing and sales capability. This belief is substantiated by the extensive growth realized in NJPA's ezIQC portfolio, awareness of marketing and sales industry best practices and knowledge gleaned at NJPA's H2O meetings from other key vendors. The previous questions enumerated the items in our marketing and sales mix: SEO and PPC, digital, marketing automation with lead scoring, client specific nurture campaigns, seasonal digital campaigns, trade shows, presentations and speeches, webinars, industry press releases and awards, channel marketing education, enablement and promotional efforts, and extensive direct sales capabilities. Such leading edge practices are supported by our significant investment in the best sales and marketing technology available including Marketo and Salesforce.

33. Describe your company's senior management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract.

The Gordian Group's Senior Management team understands that the path to procuring one of our solutions is often long and arduous. Through an NJPA contract, that procurement process is expedited for the end customer, thus enabling a better experience for them, as well as faster sales for the organization. Gordian's focus on growth fits hand in hand with the NJPA model of procurement and as a result, Senior Management will ensure that a significant amount of resources are applied internally with enablement and management, as well as externally to ensure notable promotional exposure in the marketplace.

34. Do you view your products/equipment applicable to an E-procurement ordering process?

While an ezIQC project can be initiated through [www.eziqc.com](http://www.eziqc.com), the products and services are not applicable to an E-procurement process.

35. Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally.

Upon the contract award, an updated sales sheet, including detailed percentage fee structure information for each product, will be distributed to all members of the sales and operations team.



# Other Cooperative Procurement Contracts

## 36. Describe your level of experience with national, state and local cooperative contracts.

The Gordian Group has extensive experience contracting with national, state and local cooperative purchasing groups. Our largest cooperative purchasing client, NJPA, awarded Gordian a contract in 2007 for the establishment and execution of the ezIQC program. Since that time, Gordian has assisted NJPA in awarding more than 750 construction contracts, and have supported the procurement of more than \$500 million dollars in construction volume by NJPA members through ezIQC. The NJPA JOC program has been one of Gordian's greatest success stories, and we hope to continue building upon the resources already in place to expand ezIQC even further.

In addition to NJPA, The Gordian Group holds the following contracts that are utilized for cooperative purchasing by member agencies:

1. BuyBoard – Texas
2. Capital Region Council of Governments – Connecticut
3. Keystone Purchasing Network – Pennsylvania
4. Middlesex Regional Education Services Commission
5. Arizona Department of Administration
6. Utah Division of Purchasing
7. Cooperative Educational Services – New Mexico

## 37. What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.

The construction volume procured by cooperative purchasing members through each of the contracts set forth above in 2014 are as follows:

1. NJPA - [REDACTED]
2. BuyBoard - [REDACTED]
3. Capital Region Council of Governments - [REDACTED]
4. Keystone Purchasing Network - [REDACTED]
5. Middlesex Regional Educational Services Commission - [REDACTED]
6. Arizona Department of Administration - [REDACTED]
7. Utah Division of Purchasing - [REDACTED]
8. Cooperative Educational Services - [REDACTED]



Please note these numbers represent the construction volume procured through each of these cooperative programs, not the revenue attributable to Gordian. These numbers are better representation of the sales made to members under the contracts.

**38. Identify any GSA Contracts held or utilized by the Proposer.**

The Gordian Group has GSA Contract GS-35F-0081Y, which enables qualified government purchasers to procure the Gordian JOC Solution product described in this proposal.

**39. What is the annual combined dollar sales volume for each of these contracts?**

██████████

**40. If you are awarded the NJPA contract, are there any market segments or verticals (e.g. higher education, K-12, local governments, non-profits, etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing vehicle will be your primary vehicle.**

NJPA represents The Gordian Group's only national cooperative purchasing contract vehicle, and it is the primary contract vehicle used by Gordian when targeting clients that are interested in purchasing discrete construction projects through a cooperative purchasing model, and in all verticals. Purchasing construction through cooperative purchasing contracts is unique, and can be influenced by many factors that are not applicable to the purchase of tangible goods from a cooperative contract. For instance, when evaluating the use of a cooperative purchasing contract for construction many prospective purchasers may be influenced by their familiarity with the cooperative purchasing agency, the political climate surrounding the cooperative procurement of construction services, the geographic coverage of the cooperative purchasing agency, and the particular contractors available to the purchaser. While Gordian always presents the NJPA ezIQC program as a viable purchasing vehicle, some prospective purchasers prefer local cooperative purchasing agencies, and Gordian will provide other cooperative purchasing vehicles when available if the purchaser is hesitant to utilize the NJPA program. However, the substantial growth of the ezIQC program over the past 5 years is evidence that Gordian always leads, and is most often successful with, the NJPA ezIQC contracts. We intend to continue following this strategy under a new contract with NJPA.

**41. How would you leverage an NJPA awarded contract in your sales process?**

The Gordian Group's primary efforts will be to market the cooperative ezIQC program to NJPA Members, similar to our approach during the past seven years. We are confident there are significant opportunities to expand the program to additional Members and to new areas throughout the U.S. The ezIQC program is best suited for Members that require assistance in the procurement of repair, renovation and

maintenance projects, but do not spend enough on such projects annually to warrant the procurement of their own Gordian JOC solution.

A secondary marketing effort will be to perspective clients that desire an independent, standalone JOC program, but for various reasons cannot accomplish procurement of the services through their own internal organization. For these entities, we will offer any of the JOC solutions described in Section 9 of this proposal. This option will also be available to current Gordian JOC clients that are experiencing problems and delays in renewing expiring Gordian contracts. The contracts awarded through the Independent JOC Solution option will provide NJPA with a 1% fee on Gordian's revenue.

**42. Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.**

The ezIQC program provided to NJPA by The Gordian Group is unique compared with the purchase of tangible goods from a typical NJPA contract. As part of the engagement with NJPA, The Gordian Group assists in the procurement of a nationwide network of JOC contracts put in place for the benefit of NJPA members. When NJPA members procure construction from these contracts, NJPA collects an administrative fee of 1.25% of the value of construction procured by each member from the contracts between NJPA and the JOC contractors. This fee is assessed, collected and remitted to NJPA by Gordian, as the collection and assessment of this fee is done concurrently with the collection of Gordian's fee. Gordian proposes to continue this fee arrangement, and will ensure that the NJPA administrative fee is included in all JOC contracts awarded by NJPA through the ezIQC program. In addition, and as mentioned in No. 41, in the event any NJPA member utilizes the NJPA contract to procure any of the JOC solutions or COMS described in section 8, Gordian will remit 1% of the revenue earned from those contracts to NJPA.

# Value Added

## **44. If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment training as well as maintenance training?**

Gordian's ezIQC program requires little to no training effort on the part of NJPA Members. With ezIQC, Gordian makes construction procurement as easy as possible by providing Job Order development services on each and every Job Order. Accordingly, the need to train NJPA Members using ezIQC is limited as Gordian assists in performing the tasks required to develop the Detailed Scope of Work, issue a Request for Proposal, review the JOC contractor's Price Proposal and issue each Job Order package.

In contrast, Gordian now offers our Gordian JOC Basics solution through cooperative purchasing contracts for those purchasers that do not require Gordian's assistance in developing Job Orders. Gordian recognizes that some NJPA Members may have the in-house project management expertise to develop and manage the JOC projects procured through NJPA's JOC contracts. In this case, Gordian will provide training materials, including an eGordian user manual and web-based training courses, for those NJPA Members that only require the data and software necessary to manage their JOC projects, but do not require Gordian's expertise and assistance in developing Job Orders.

The full training program that will be available to NJPA Members who piggyback the NJPA contract to procure an independent JOC solution from Gordian is described in detail in Section 8, and includes a cafeteria approach to training specific segments of client staff on only those elements of JOC that are relevant to them. This includes course modules on the JOC process, eGordian, program execution, JOC contract documents, and Job Order Development.

## **45. Is this training standard as a part of a purchase or optional?**

The level of training will depend on the JOC solution procured, or the level of service requested for JOC projects procured through ezIQC, as described above and in greater detail in Section 8.

## **46. Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).**

The Gordian Group, Inc. strives to be an environmentally conscious corporation. JOC was invented to be leaner, faster and smarter, and that goal drives all aspects of our company. Gordian recently incorporated electronic signature capability to reduce paper use and increase efficiency when signatures and approvals are required on project documents. This, along with other features, increase efficiency and reduce the need to print, deliver, sign and return project documents, print photographs, or print other project related documents. JOC projects can be accomplished entirely through an electronic process, which reduces environmental impact and creates a "leaner, greener, faster and smarter" JOC program for our clients.



Gordian also has the capability to provide solicitation documents, Construction Task Catalogs and other program documents in electronic format. We will work directly with NJPA to ensure each JOC solicitation is executed to maximize efficiency and minimize environmental impact. Given the breadth of the Construction Task Catalog, and the number of solicitations performed by NJPA, this could significantly reduce the environmental impact if these documents are distributed exclusively in electronic format, with printing capability blocked through a standard .pdf program.

Further, we will include in the Construction Task Catalog those products, materials and services that will enable NJPA and its Members to achieve its Sustainable Design and Construction goals for each project. For example, we will include windows with insulated glass units, T5 and LED lighting fixtures, retro-fit kits to upgrade existing fluorescent lighting fixtures, occupancy sensor light controls, DDC controls, the latest types and sizes of high efficiency insulation, Energy Star rated recycled concrete aggregate, HVAC equipment and appliances, recycled lumber products, recycled PVC products, and recycled flooring products. We will also include tasks for recycling demolished products such as dimensional lumber, concrete, asphalt, brick, block, steel, carpeting, ceiling tiles, asphalt roofing shingles, drywall, and other salvageable building materials.

47. Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.

Since The Gordian Group provides its proprietary software, construction cost data and other products and services exclusively with in-house staff, there are no subcontracting opportunities for a contract resulting from this RFP. However, JOC by its inherent design promotes participation by M/W/SBE firms. Since no commitment is made to the JOC construction contractor regarding specific projects or types of work, the contractor generally cannot profitably develop an in-house work force and must maximize the use of subcontractors. These subcontractors are typically firms who participate in the M/W/SBE programs.

Our experience shows that most clients are exceeding their goals for subcontracting JOC work to small, minority, women, disabled and veteran owned business enterprises. These businesses strongly support JOC because:

- M/W/SBE's are able to receive large amounts of work without the official red tape normally associated with bidding on traditional contracting
- M/W/SBE's have the opportunity through JOC to work for public facility owners
- M/W/SBE's do not need bonding or do not need to tie up their limited bonding capacity to perform JOC services
- M/W/SBE's get work faster and get paid faster with JOC than with traditional contracting



We are confident that NJPA and its Members, assisted by The Gordian Group's products and services, will have significant participation by M/W/SB's in your JOC program. Although the name of the program for each of clients varies, such as M/WBE, DBE, M/W/SBE, etc., the goal is similar. Participation reported by several of our clients is presented in the following table:

	M/W/SBE GOALS	ACTUAL M/W/SBE PARTICIPATION
<b>City of Chicago</b>	<b>32%</b>	<b>46%</b>
<b>Chicago Public Schools</b>	<b>30%</b>	<b>41%</b>
<b>Chicago Transit Authority</b>	<b>20%</b>	<b>35%</b>
<b>Palm Beach County</b>	<b>15%</b>	<b>60%</b>
<b>County of Los Angeles</b>	<b>20%</b>	<b>37%</b>
<b>District of Columbia Housing Authority</b>	<b>25%</b>	<b>49%</b>
<b>Baltimore Housing Authority</b>	<b>26%</b>	<b>58%</b>

48. Identify any other unique or custom value added attributes of your company or your products/equipment or related services. What makes your proposed solutions unique in your industry as it applies to NJPA members?

Our history has shown that Gordian JOC solutions eliminate the time and expense of lengthy design and bidding that is typical with traditional systems, and allows owners to procure construction work an average of 60 180 days faster on a per project basis.



The Gordian Group's approach has proven to save significant money for our clients, too. Unnecessary design expenses of traditional methods are eliminated. Because JOC contains specific, firm and fixed prices rather than negotiated ones, additional savings result from not having to negotiate every project. Next, because our Construction Task Catalogs are the most specific in the industry, using them brings unmatched savings by eliminating vague and often abused "gray areas". The specific nature of Gordian's price books prevents a contractor from quoting high end materials and substituting low grade materials because the owner's exact technical specifications are detailed in writing. Such errors are most common in quoting "General Conditions" items for things like site trailers, portable toilets, rental equipment, minor barricades and signage, project site clean-up, etc. where superfluous items are added or overstated.

The Gordian Group has compiled several side by side comparisons showing that our watchful third party eye, coupled with our comprehensive and client customized JOC program, puts the client in control and saves considerable expense. The chart below reflects real studies of construction savings achieved with Gordian JOC solutions.

Project Title	Location	Traditional Bid Price	Estimating Guide JOC Coefficient	Estimating Guide JOC Price	Gordian Coefficient	Gordian JOC Price	Total Savings \$	Cost Savings %
Flood Damage @ Oxford Rd.	Atlanta, GA	42,005				40,803	1,202	3%
Guadalupe Renovation	Lubbock, TX	145,300				108,261	37,039	25%
35th Street Restroom	Miami Beach, FL	464,606				421,709	42,897	9%
Sewer Rehabilitation	Miami Beach, FL	3,474,349				3,084,857	389,492	11%
Workstation Remodel	Las Cruces, NM	na	1.48	18,677	1.27	7,246	11,431	61%
Renovate Bathroom	Arlington, VA	na	0.65	44,339	1.20	16,327	28,012	63%
Belen Airport Lounge	Belen Airport, NM	na	0.76	216,706	1.15	148,783	67,923	31%
Wheelchair Ramp	Lubbock, TX	na	0.81	124,000	1.23	74,527	49,473	40%
<b>Summary of Gordian JOC to Traditional Bid</b>		<b>4,126,260</b>				<b>3,655,630</b>	<b>470,630</b>	<b>11%</b>
<b>Summary of Gordian JOC to Estimating Guide JOC</b>			<b>0.92</b>	<b>403,722</b>	<b>1.21</b>	<b>246,883</b>	<b>156,839</b>	<b>39%</b>

Gordian's success has brought with it a number of competitors offering their own versions of JOC. These firms are typically construction contractors in some form using off-the-shelf estimating guides and piecemeal approaches to Job Order Contracting. Many facility owners have found that "Contractor JOCs" do not save them money, and can even cost more than traditional bid construction, because of the inherent risk and conflict of allowing the contractor to propose their own system and then operate that system to the detriment of the owner. The bottom row of the chart above demonstrates this effectively. Note, too, that significant savings are realized with Gordian JOC despite HIGHER coefficients than those of the "estimating guide" approach. It may seem counterintuitive, but the gap comes from the ambiguous "wiggle room" that estimating guides bring. Our 25 years in business have shown that Gordian JOC solutions, unlike any other JOC approach available today, produces consistent savings of at least 8-15% and allows clients to "transparently" spread their construction dollars much further.

Many additional benefits have been realized by our clients over the years with Gordian JOC solutions. These include an overall increase in contractual control, a consistent increase in the level of construction quality, and a significant reduction in claims and changes from contractors motivated to continue receiving work. Last but certainly not least, Gordian JOC solutions result in a substantial increase in the utilization of local, minority and women owned businesses because of smaller job

orders and more manageable bonding limits. These extensive benefits are responsible for our success and client retention.

The Gordian Group's primary business is developing, implementing and supporting Job Order Contracting programs for public owners. No other firm has a comparable level of experience designing and managing JOC programs. During the 25 year history of the company, we have continually developed and modified JOC solutions to fit the varying types of work and needs of our clients.

Another value added attribute of our JOC solutions, is that we offer a range of support levels, enabling owners to tailor the level of support they receive. This provides our clients with the flexibility to assign specific projects to Gordian when workloads or temporary staffing shortages occur, and then adjust as conditions change. Simply put, Gordian's JOC solutions are a value-added proposition for any owner, and provide unmatched time and cost savings compared with any other construction procurement method.

49. Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition?

The Gordian Group was founded in 1990 by the inventor of Job Order Contracting, Harry Mellon, and it has been the primary business of Gordian since that time. No other firm in the nation can provide comprehensive JOC solutions with single point responsibility for all of the products and services necessary to execute a successful JOC program. We do not private label any products from third-party vendors, nor do we subcontract any of the services to independent contractors. We have the experience and expertise to know what a successful JOC program requires, and we have formulated an approach to JOC that addresses the four components necessary to implement and execute a value-added JOC program. A detailed description of our approach to JOC is presented below.

#### Construction Cost Database

The Gordian Group maintains the most extensive Construction Cost Database available. Developed and refined over the last 25 years, our database includes over 275,000 construction tasks with associated costs for all areas of construction from site work to electrical. The data includes specific tasks applicable to educational, municipal, transportation, healthcare, housing and water/waste water management clients, among others. The Construction Cost Database has the following for **each** construction task:

- A unit of measure
- A detailed task description specifying the task and when and how it is used
- Labor, material and equipment price components, updated to reflect **local** prices, prevailing wages and working conditions at the time of publishing
- Details of the work crew necessary to install the task



- Productivity factors that determine how much time it takes to install one unit of the task

Hosted on SQL servers, the Construction Cost Database contains over 180 different labor categories and 2,900+ different pieces of equipment, in addition to the 275,000+ material items and associated costs. Our Construction Cost Database is updated and maintained by Gordian's team of certified cost estimators, cost researchers and engineers, who are dedicated full-time to research construction costs and developing unit prices. The Gordian Group publishes a customized, client specific Construction Task Catalog from the Construction Cost Database for each JOC construction contract. No other firm has the capability to produce and maintain these types of specialized unit price books.

In addition, we publish Technical Specifications that correlate directly with each task in the Construction Task Catalog. Technical Specifications define the quality of workmanship and the quality of materials required for each construction task. The Gordian Group utilizes the industry standard, MasterSpec, Gordian's own proprietary database of specifications, and client provided preferred specifications.

#### Software & Technology

With a solid data foundation, our in-house IT department created DMAP (Database Manager and Publishing) software to efficiently manage our Construction Cost Database and translate facts into a client specific, localized Construction Task Catalog. This software automates the publishing process via Microsoft Word documents and Acrobat files.



Our second critical software capability is eGordian, the most widely used JOC information management application available. Accessible via [www.eGordian.com](http://www.eGordian.com), it is the only work flow tool in existence that automates the entire JOC process and is accessible via the Web. eGordian is critical to our clients' reporting transparency goals.

For each client, eGordian is configured to meet the client's needs and is implemented with a client specific Construction Task Catalog and Technical Specifications. Once the client's configured setup is complete, eGordian is used to accomplish the following:

- Initiate JOC projects
- Create and distribute the Detailed Scopes of Work and Requests for Proposals
- Receive Price Proposals from the JOC contractors
- Track subcontractors, including utilization of small, minority and women owned businesses
- Allow the reviewer to record and send requests for Price Proposal changes to the JOC contractors
- Administer all aspects of the project



- Generate invoices
- Create forms
- Generate tracking and management reports with real time data
- Create a complete audit trail
- Ensure security at all levels: users, groups, forms, fields and reports
- Enable data exchange with other client software, including the latest enterprise software

Gordian's JOC information management applications are used by over 7,500 users, with about 200 users logged in at any given time during the business day. For each client, eGordian is configured to meet their individual needs and is implemented in conjunction with the facility owner's specific Construction Task Catalog and Technical Specifications. eGordian allows clients to administer all aspects of their JOC program from initiating projects to generating Contract Documents to reviewing Price Proposals to providing real time audit, management and performance reports.

Our JOC applications have a proven track record of being secure, flexible and stable. There are several layers of redundancy including a back-up host site. eGordian "talks to" facilities management or enterprise software through web service data exchange, which allows our clients to automatically enter data in or extract data from eGordian without the application interface. Equally important, eGordian's web access spares clients unnecessary hardware and software expense.

eGordian was designed so that it can be configured to fit exactly the information management needs of any JOC program. With the JOC System License we provide, clients can equip any number of users with eGordian access to generate all of the documents and forms required for the JOC process, including Requests for Proposal, the contractor's Price Proposals, the Notice to Proceed, and all management reports.

#### Human Resources

As with any service provider, the real determinant of strength and reliability is the quality of its team. This is especially true with The Gordian Group. While we produce products such as Construction Task Catalogs and training guides in physical form to help our clients with their program, it is ultimately the service that we provide in applying our data, technology and process resources to meet a client's individual needs that truly makes the difference.



As a 25-year-old company, we have grown to be over 280 strong with Project Managers and Construction Managers spread throughout the nation in cities and towns near our clients, and support staff located in Greenville, SC, Norwell, MA and Atlanta, GA.

Our team is highly experienced with rich backgrounds in the construction industry. We are a highly educated group with degrees in engineering, architecture, construction



management, law, business and technology, and many at the Master's level. We are frequent industry association presenters and journal authors. Several share a strong military tradition started by our Founder, Ret. Lt. Colonel Harry H. Mellon.

Our culture is a positive and unique blend of intense work ethic, entrepreneurial spirit, uncompromised integrity and client focus. We operate under a team concept that allows for the liberal transfer of personnel, ideas and information providing our clients with a truly integrated and responsive project delivery approach. As a result, we have assembled a team of professionals who have extraordinary qualifications and experience. We are the industry experts for JOC repair, alteration and minor construction procurement and management.

### Process

The core of Gordian's approach to JOC is the rigorous and proven process we follow to identify each client's needs and create a customized Job Order Contracting program around those needs. We do not take one client's program and force fit it to another's. Nor do we pull generic estimating guides or limited purpose software off the shelf and try to make them work. Our experience has taught us that to achieve maximum performance, a JOC program needs to be carefully crafted using a disciplined and thorough process. No one else in the industry applies a similar approach. The process has been time tested and designed to **minimize the effort required by the owner** while producing maximum repair, alteration and minor construction results.

50. Identify and describe any service contract options included in the proposal, or offered as a proposed option for the products/equipment being offered.

The Gordian Group's products and services are sold as a comprehensive package, and service contracts are not offered as a separate purchase option. The different products and service levels available through our JOC solutions are described in detail in the responses to Form F.

51. Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.

The Gordian Group currently provides JOC solutions to two Canadian clients: City of Richmond and WorkSafe BC. We are willing and able to offer the awarded contract services to additional NJPA Members in Canada, or other international areas should the opportunity arise.

52. Describe any unique distribution and/or delivery methods or options offered in your proposal.

Our web-based ordering process for eziQC through [www.eziqc.com](http://www.eziqc.com) is accessible from any computer, smartphone or tablet that has internet access. We have streamlined the process of requesting and executing a project through eziQC, and no other construction procurement method available to NJPA Members can provide this level of convenience and efficiency.



# Payment Terms and Financing Options

## 1. Identify your payment terms if applicable.

The Gordian Group will invoice the JOC contractor for the Gordian fee and NJPA Administrative Fee upon the completion of the construction project procured through ezIQC. The JOC contractor's payment terms will be Net 30 upon receipt of the invoice. In the event an NJPA Member elects to piggyback the NJPA contract and procure a Gordian JOC solution, the payment terms are Net 30 from the date of invoice.

## 2. Identify any applicable leasing or other financing options as defined herein.

Not applicable.

## 3. Briefly describe your proposed order process for this proposal and contract award.

Gordian developed [www.ezIQC.com](http://www.ezIQC.com) for the NJPA JOC program. ezIQC.com is web-based service delivery portal for initiating, dispatching and ultimately tracking member satisfaction on service requests. Within minutes of entering a request into the short and simple online form, the system dispatches the request to Gordian's assigned ezIQC field representative and the Member is contacted to start the fast track process. In short order, the ezIQC expert will schedule a site visit meeting between the Member and the contractor to "scope" the project and allow the parties to obtain a thorough understanding of the project. After a project is completed, the system will generate a satisfaction survey to the Member for them to report their experience with the ezIQC process and the JOC contractor.

## 4. Do you accept the P-card procurement and payment process.

No. Most government agencies do not allow construction projects to be procured through the P-card process.

# Warranty

5. Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.

The Gordian Group does not provide a Manufacture Warranty Program. Our products and services are provided on a “pay-as-you-go” basis, and we only get paid if the client is satisfied with, and actually uses the JOC solution to procure construction. If a client is ever unsatisfied with our JOC solution, they simply do not use it, and they pay nothing for it. Accordingly, a warranty program is inapplicable to our products and services.

6. Do all warranties cover all products/equipment parts and labor?

Not applicable.

7. Do warranties impose usage limit restrictions?

Not applicable.

8. Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?

Not applicable.

9. Please list any other limitations or circumstances that would not be covered under your warranty.

Not applicable.

10. Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

Not applicable.



**SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM**

**Section 1. Instructions for Vendor**

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this Sourcewell Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the Sourcewell Procurement Department and to approval by Sourcewell's Chief Procurement Officer. Submit request through email to your assigned Sourcewell Contract Administrator.

Sourcewell will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of Sourcewell and Sourcewell Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following Sourcewell product/price change naming convention: (Vendor Name) (Sourcewell Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

*NOTE:* New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

**ADDITIONS.** New products and related services may be added to a contract if such additions are within the scope of the original RFP.

**DELETIONS.** New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

**PRICE CHANGES:** Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

*Price decreases:* Sourcewell expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

*Price increases:* Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

**Section 2. Vendor Name and Type of Change Request**

AWARDED VENDOR NAME:

The Gordian Group, Inc.

SOURCEWELL CONTRACT NUMBER:

071415-GGI

CHECK ALL CHANGES THAT APPLY:

- Adding Products/Services
- Deleting Products/Services
- Price Increase
- Price Decrease



**SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM**

**Section 3. Detailed Explanation of Need for Changes**

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Gordian is adding Integrated Facilities Program products and services to the contract to better service smaller higher education institutions and Sourcewell members.

Provide a general statement and documentation explaining the reasons for these price and/or product changes.  
*EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."*

Gordian is adding Integrated Facilities Program products and services to the contract to better service small and mid-size higher education Sourcewell members. Gordian is requesting a price change to the Space Utilization products and services in the contract to lower the fixed costs and provide a more flexible pricing model for small to mid-size higher education institutions.  
  
The IFP products and services description is included on pages 9.95 - 9.97 of Attachment A. Attachment A is being submitted to replace pages 9.1 - 9.111 of the current contract. The amended pricing for the Space Utilization is found on page 9.10 of Attachment A.

If adding products, state how these are within the scope of the original RFP.

The Integrated Facilities Program (IFP) is within the scope of the RFP, as it meets the definition of Value-Added Attributes. The IFP is offered as an additional service to the ID/IQ contracting system, and will further serve Sourcewell Members' needs above and beyond the standard expectations for an ID/IQ contracting system. The IFP will provide Members with the necessary tools and information to catalog and assess their facilities assets, develop a comprehensive list of facilities deficiencies, prioritize project lists, establish facilities maintenance goals, address deferred maintenance backlogs and define capital planning and asset management goals. The IFP combines several of the tools already offered under the Sourcewell contract, but packages and prices those components in a way specifically targeting the needs of small institutions.



**SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM**

If changing prices or adding products or services, state how the pricing is consistent with existing Sourcewell contract pricing.

The pricing included in Attachment A is consistent with existing Sourcewell contract pricing.

**Section 4. Complete Restatement of Pricing Submitted**

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the assigned Sourcewell Contract Administrator.

Yes       No

**Section 5. Signatures**

*Ammon T. Lesher*  
Vendor Authorized Signature

5/1/19  
Date

Ammon T. Lesher, VP  
Print Name and Title of Authorized Signer

DocuSigned by:  
Jeremy Schwartz  
Jeremy Schwartz, Sourcewell Director of Operations and Procurement/CPO

5/9/2019 | 8:53 AM CDT  
Date



# Equipment/Product/Services, Pricing and Delivery

11. Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

NJPA seeks to develop, implement and support a Job Order Contracting program on behalf of its Members, to provide on-call contractors who will perform quality construction at competitive prices.

**Please note that throughout our proposal, references to NJPA and NJPA staff, where appropriate, shall apply to NJPA Members and their staff.**

The Gordian Group has been providing Job Order Contracting (“JOC”) solutions to help facility and infrastructure owners, like NJPA’s members, control and fast track their construction repairs and alterations for more than 25 years. Gordian’s JOC solutions are a turnkey procurement approach, which tailor components to form a unique, comprehensive and high-performing JOC program for each of our clients. Job Order Contracting procurement was pioneered and tested by our founder, Ret. Lt. Colonel Harry H. Mellon, for the U.S. military over 30 years ago. It is an increasingly popular construction procurement method among facility and infrastructure owners to quickly and easily accomplish repair, alteration and construction projects.

Gordian’s JOC solutions combine and integrate a complete set of our proprietary JOC components, uniquely customized for each individual owner to drive maximum performance. Our JOC solutions are the result of our experience, innovation, and a willingness to invest in state-of-the-art products and follow best practices. Gordian’s results are unsurpassed, and have been demonstrated in many side-by-side comparisons and independent audits over the years. We are proud to propose our JOC products and services to NJPA and its Members.

## eziQC

For our cooperative purchasing customers, The Gordian Group developed eziQC, a JOC solution designed solely for cooperative purchasing organizations like NJPA. eziQC is typically used by cooperative Members who wish to utilize the procurement efforts of a cooperative purchasing agency or who may not have the staff capacity or construction volume necessary for a standalone, independent JOC program. Through eziQC, NJPA competitively-procured JOC contracts will continue to be made available to your Members.



Standing for “easy” and “intelligent” construction sourcing, eziQC includes a service delivery web portal for initiating, dispatching and ultimately tracking participating Members satisfaction of JOC service requests. To initiate a project, the participating entity enters a project request at [www.eziqc.com](http://www.eziqc.com). Then, a Gordian project manager will contact the entity and assist it through the process of developing the Job Order. We will schedule the Joint Scope Meeting, assist in preparing the Detailed Scope of Work, review the contractor’s Price Proposal, recommend changes, and collect required insurance certificates and construction bonds. Once the Member is 100% satisfied with the Price Proposal and other required documentation, and decides to



move forward with the project, the Member can issue a Job Order to the contractor on its standard purchasing form. Then, the Member manages the construction and close-out of the project according to its standard internal procedures.

The Gordian Group's oversight and assistance in developing Job Orders for the participating entities is vital to ensuring NJPA JOC contracts are utilized properly, and the participating entities are paying the correct price to the JOC contractors.

A complete detailed explanation of The Gordian Group's ezIQC Solution for developing, implementing and supporting a JOC program that will fulfill NJPA's requirements is below. We will take the confusion out of Job Order Contracting and will implement a customized and effective JOC solution for NJPA.

## Program Implementation

Since Gordian is the firm that developed, implemented and currently supports the NJPA JOC program, many of the program implementation steps described herein will not be necessary and the transition from the current contract to a new one will be seamless. This will ensure that there is no interruption to the current NJPA JOC program, and NJPA Members will continue to obtain the benefits of the JOC contracts already in place.

For NJPA Members that elect to procure a JOC Advanced solution, JOC Complete Solution or JOC Complete Management solution, the program implementation and training services described herein will be provided. For NJPA Members that procure construction through the NJPA JOC contracts, no training or program implementation services will be provided, and the Member will have the option to receive Job Order development services or perform those services with in-house resources.

The Gordian Group developed and implemented the initial JOC program at NJPA under a contract awarded in 2007. Since then, we have continued to improve and support the program by bidding new contracts with updated and improved Construction Task Catalogs and Technical Specifications, revising procedures, developing and integrating new software, and providing daily technical support. To date, we have developed more than 250 unique Construction Task Catalogs, and supported the procurement of more than 750 JOC contracts through the NJPA JOC program.

The Gordian Group will develop all of the Contract Documents necessary to implement the NJPA JOC program. The first step in developing these documents will be to assist NJPA in making educated decisions about the structure of its JOC program, from the minimum and maximum value of the contracts to the geographic area supported by each contract. We will not reinvent the wheel or learn as we go. We will bring with us our experience and knowledge gained from other similar facility owners.

Since JOC will be a new and different procurement process for some NJPA Members, it is critical that proper execution procedures and policies be prepared. Our experience will enable us to develop a comprehensive set of Execution Procedures that adhere to your general operating and organizational philosophies. These procedures and policies must incorporate all phases of the JOC process. Specific issues that must be addressed include:



- **Project Initiation**

How is a JOC project identified? Who approves projects for JOC? When is a JOC Project Number assigned? How is the JOC Project Number to be structured?

- **Project Development**

How will a preliminary Detailed Scope of Work be documented and refined? Who needs to attend the Joint Scope Meeting? What documentation will a contractor submit with the Price Proposal? Will liquidated damages apply?

- **MBE/WBE Compliance Procedures**

What compliance forms will the contractor submit with each Price Proposal? Who will verify compliance? What documentation will need to be developed?

- **Permit Procedures**

Are permits required for a specific project? Are permit requirements different for different buildings or uses? How and when will permits be submitted? Who will verify permits? What documentation will need to be developed?

- **Project Review and Approval**

Who will prepare the independent estimate? What pricing source will be used to develop the independent estimate? Who will verify the estimate? What documentation will need to be developed? Who will review the contractor's Price Proposal and how? Who will approve and sign Job Orders?

- **Construction Inspection and Acceptance**

Who will inspect the ongoing JOC work? Who will accept the final JOC project? Who will provide quality assurance? How will submittals and shop drawings be handled? What documentation will need to be developed?

- **Project Close Out Procedures**

Who will certify final completion? How will the close out documentation provided by the contractor be handled? How will warranty information be filed and tracked?

- **Payment Policy and Process**

Who will certify final payment? What documentation needs to be submitted with a JOC payment request? What is the step by step payment process?

Our experience has given us insight into each of these issues and allows us to make proven, efficient and cost effective recommendations. We propose to organize and manage a series of conferences and meetings with key NJPA staff to identify and detail specific internal Execution Procedures. Each procedural step and policy will be fully documented in written Execution Procedures for the prevention of fraud, waste and abuse.



## Construction Task Catalog

During the past 25 years, our team of experienced cost estimators led by Mike West, a Certified Cost Engineer has developed more than 2,500 Construction Task Catalogs specifically designed for JOC programs. We have developed a Construction Task Catalog for state, municipal, educational, transportation, healthcare, housing and water management clients. This depth of experience has created a comprehensive database from which we can draw upon when customizing a Construction Task Catalog for a particular client. The Gordian Group is the only source in the world for client specific JOC price books and documents, and the unsurpassed results they bring.

The Gordian Group will conduct a series of review conferences with NJPA staff and Members to ensure the appropriate maintenance and construction related tasks are included in each Construction Task Catalog.

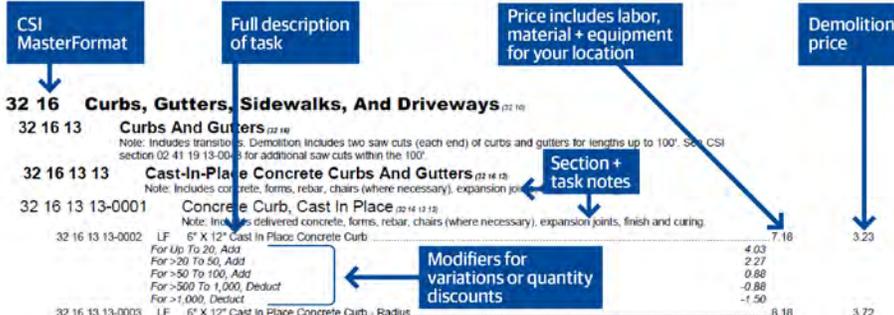
**We use local prevailing wages and local material and equipment costs** (which we obtain directly from local subcontractors and suppliers) to price our Construction Task Catalogs. That allows us to be extremely accurate. The pricing of the Construction Task Catalog will be specific for NJPA and will incorporate current actual local equipment and material prices and local area prevailing wage rates. When contractors have confidence in a Construction Task Catalog, they will offer NJPA a more competitive price.

When we build a new Construction Task Catalog, we start with our 275,000 task database that is continually improved and updated not only by us, but by our clients. As part of our ongoing support role, we produce updated Construction Task Catalogs. When we notice areas for improvement, we bring in our cost estimating team to incorporate the improvement into the very next published book using our DMAP (Database Manager and Publishing) software and its component pricing capability. With over 750 catalogs currently in use, client feedback has allowed us to continually raise our level of quality. If any items are not already included in our database, The Gordian Group will gladly develop them for NJPA. These new tasks will be for the exact construction product or material that NJPA requires for its projects including, if necessary, unique owner supplied material and equipment.

		Exterior Improvements		32
		Bases, Ballasts, And Paving		32 10
		Unit Paving		32 14
				32

MINOR	UOM	DESCRIPTION	TOTAL DIRECT UNIT COST	DEMOLITION UNIT COST
<b>32 16</b>		<b>Curbs, Gutters, Sidewalks, And Driveways</b> (22 16)		
<b>32 16 13</b>		<b>Curbs And Gutters</b> (22 16)		
		Note: Includes transitions. Demolition includes two saw cuts (each end) of curbs and gutters for lengths up to 100'. See CSI section 02 41 19 13-00-8 for additional saw cuts within the 100'.		
<b>32 16 13 13</b>		<b>Cast-In-Place Concrete Curbs And Gutters</b> (22 16 13)		
		Note: Includes concrete, forms, rebar, chairs (where necessary), expansion joints.		
<b>32 16 13 13-0001</b>		<b>Concrete Curb, Cast In Place</b> (22 16 13 13)		
		Note: Includes delivered concrete, forms, rebar, chairs (where necessary), expansion joints, finish and curing.		
32 16 13 13-0002	LF	6" X 12" Cast In Place Concrete Curb	7.18	3.23
		For Lip To 20, Add	4.03	
		For >20 To 50, Add	2.27	
		For >50 To 100, Add	0.88	
		For >500 To 1,000, Deduct	-0.88	
		For >1,000, Deduct	-1.50	
32 16 13 13-0003	LF	6" X 12" Cast In Place Concrete Curb - Radius	8.18	3.72
		For Lip To 20, Add	4.63	
		For >20 To 50, Add	2.61	
		For >50 To 100, Add	1.01	
		For >500 To 1,000, Deduct	-1.01	
		For >1,000, Deduct	-1.72	



A JOC Construction Task Catalog must be specific because, together with the Technical Specifications, it describes the work the contractor is obligated to perform and the quality of workmanship and the quality of materials that is required for each construction task.

**Each task in our Construction Task Catalog has an accurate, customized description, an easily recognized unit of measure, a price to install the item, and if appropriate, a price to demolish the item.** A task may also have several modifiers which adjust the price for variations in materials (e. g. 12 gauge instead of 14 gauge) or for quantity discounts (from 1,000 to 5,000 square feet). When dealing with tasks such as painting, drywall, ceiling tiles and concrete sidewalks, increased quantities significantly reduces a contractor's cost and these savings should be passed onto the facility owner. A Construction Task Catalog that does not take into account quantity discounts will not be accurate and will deprive the facility owner of these savings.

**The Gordian Group knows that a balanced, comprehensive JOC specific Construction Task Catalog is critical to the success of a JOC program.** The only alternative to our customized Construction Task Catalog is one or more of the generalized construction cost estimating guides. Estimating guides are excellent for generating "estimates" but are inferior to a client specific Construction Task Catalog for a JOC program in several ways.



**Price Averaging:** Generalized estimating guides are prepared using national price averages. They include city cost indexes to adjust the national price average to a local price. Using national prices and price averaging results in unbalanced pricing. Some tasks are underpriced and some are overpriced for the local market. The unbalanced pricing structure causes two problems. The first problem is that the owner could end up paying more than is necessary for work because the prices listed in the generalized estimating guides do not reflect heightened competition, increased productivity or other local factors. The second problem is that a contractor, uncomfortable with the imbalance in pricing, will raise its bid to compensate for the risk involved. The owner will pay for this added risk.

**Ambiguous Task Descriptions:** Tasks in the generalized estimating guides have descriptions that are meant for doing construction estimates, not contracts. The task descriptions are designed to be general and cover an average cost of a range of items. This ambiguity allows a JOC contractor to include tasks that are not appropriate and therefore increase costs unnecessarily, especially in the areas of "General Conditions." Not only does this result in increased costs to the facility owner, but it also fosters an adversarial relationship between the owner and the contractor and slows the overall process.

In addition to ambiguous task descriptions, generalized estimating guides use the terms minimum, average and maximum throughout to indicate quality of materials. What will the contractor use as a guideline to determine which price to



use? The owner should not have to negotiate what is an “average” piece of hardware. This can open the door to fraud, favoritism, corruption and unnecessary owner expense.

**No Demolition for Most Tasks:** The bulk of the work performed in JOC is renovation, repair and replacement work. Most generalized estimating guides do not provide demolition prices for a majority of the tasks associated with this work. Therefore, the demolition cost of even the simplest task must be negotiated. One of the significant advantages of JOC is that you do not have to negotiate prices. The requirement to negotiate tasks will create an adversarial relationship between the owner and the contractor and change the nature of the contract from competitively bid to negotiated.

**No Quantity Discounts:** There can be significant cost savings when doing large quantities of the same work. Most generalized estimating guides do not provide pricing for quantity discounts. This results in the owner losing the benefit from the savings associated with larger quantities.

**Administrative Challenge:** As mentioned above, generalized estimating guides are prepared using national price averages. The national price average must then be multiplied by a unique factor related to the local city cost index to obtain a local price. In addition to this multiplication, the facility owner must determine whether the total cost column will be used or the total including overhead and profit. When reviewing a JOC contractor’s estimate prepared from a generalized estimating guide, the owner’s staff must verify that the correct tasks, the correct quantity, the correct bid factor, the correct price column, and the correct city factor have been used; and that the entire math containing all of these components is accurate. Considering the average Proposal has over 40 tasks, this can create a severe burden on existing staff.

Estimating guides are too generalized and can be manipulated by the contractors. The loose, general or incomplete task descriptions, inaccurate pricing, and missing tasks typically found in estimating guides put a strain on the relationship with the contractor as the parties negotiate through tough pricing issues. **Gordian’s clear, comprehensive and specific Construction Task Catalog, however, allows the parties to establish firm and fixed prices for Job Orders. The focus shifts to getting the work done** instead of negotiating the line items for each and every Job Order. That is how JOC is supposed to work. NJPA will pay less for construction and enjoy the following benefits, too:

#### Benefits of a Gordian Group JOC

- ✓ Pay less for construction
- ✓ Accomplish work faster
- ✓ Reduce administrative burden
- ✓ Promote a non-adversarial working environment

**Studies performed over the years repeatedly show that JOC programs using an estimating guide instead of our customized Construction Task Catalog cost taxpayers and facility owners 20 to 50% more. NJPA will save time and money and improve quality with a Construction Task Catalog that has been tailored to meet your needs.** The Gordian Group will provide a Construction Task Catalog for NJPA, which will be 100% customized, 100% accurate, and include the exact tasks necessary for your JOC program.

A sample portion of a Construction Task Catalog prepared by The Gordian Group is provided in the Appendix.

## Technical Specifications

We have prepared more than 2,500 sets of Technical Specifications specifically for JOC. The Technical Specifications dictate the quality of the workmanship and the quality of the materials for the tasks detailed in the Construction Task Catalog. The two documents must complement each other and be consistent. Both must be customized for each owner. By having the estimators and the Technical Specification writers in the same office we can assure increased communication and consistency. We follow a comprehensive and integrated development process preparing these two documents in parallel. Such coordination is essential to give bidders confidence in the pricing structure and in the overall process. Customization of the JOC Technical Specifications will provide NJPA with the flexibility to standardize equipment and materials. Preferred vendors and suppliers can be incorporated into the Technical Specifications with NJPA Members having the final approval of "or equal" substitutions.

An example of Technical Specifications prepared by The Gordian Group is provided in the Appendix.

**The Gordian Group recognizes that each client is unique and has proven that the best JOC results are achieved when a program is tailored to fit the client's requirements. We know that success depends on the quality of the Contract Documents.** To reach the highest level of success in efficiency, client control and cost savings, NJPA JOC program must have documents prepared and customized specifically for your use. We have successfully developed, implemented and support more than 200 custom JOC programs. **The Gordian Group is proposing to completely prepare all of the Job Order Contract Documents for NJPA** including the Construction Task Catalog and Technical Specifications described above, and the Contract and General Conditions and Bid Documents described below. No other firm provides this level of service.

## Contract and General Conditions

The Contract and General Conditions are critical to the JOC process since they establish all of the contract requirements and compliance procedures. A poorly developed document can lead to bid protests and claims and can break down the non-adversarial relationship that is essential to a successful JOC program. The challenge of creating these documents is that standard NJPA contract language and forms must be integrated with JOC specific language and clauses. Since JOC is a different procurement process, a great deal of the contract language that has been adopted for traditional construction contracting does not apply. We will draft a full set of bid documents, including the Contract and General Conditions, and will coordinate



those documents with the various departments within NJPA. Michael Ledford, a licensed attorney and Director of Gordian's Development and Implementation team, will review the Contract Documents for compliance with all applicable laws.

## Bid Documents

An essential part of any contract package is the Bid Documents. These documents need to be carefully customized for a JOC program in order to enhance competition and minimize the possibility of a bid protest. The Bid Documents need to be prepared and presented to the bidder in a manner that minimizes uncertainties. The "tighter" the Bid Documents the better the bid prices will be. The Gordian Group proposes to prepare all of the documents for the NJPA JOC program.

A critical objective of many Job Order Contracting programs is to achieve and improve upon the participation goals for minority and female owned business enterprises. If this is a requirement of your program, The Gordian Group will work to ensure that appropriate goals, compliance procedures and contract language are included in the Contract Documents. Since work under JOC is identified and accomplished on a project-by-project basis rather than up front, as in traditional contracting, minority subcontracting compliance procedures, policies and forms may be developed and included in the Contract and General Conditions.

The Gordian Group will prepare a draft set of Contract Documents for review by NJPA. After incorporation of all comments, The Gordian Group will prepare a final set of Contract Documents in both electronic and hard copy form for printing by NJPA.

## Software

The Gordian Group will provide unlimited access to our information management software that is capable of generating all of the JOC documents, including the contractor's Price Proposal, the independent estimate, Job Orders, and all management reports and forms. Our proven software, eGordian, was specifically designed to support JOC programs. We will configure eGordian to meet the information management needs of NJPA and your Members.



**Our JOC information management software is the most comprehensive and most widely used software available and the only software designed to manage administration of the entire JOC process.** eGordian was developed by The Gordian Group with in-house employees for the sole purpose of administering a JOC program. Designed to streamline the JOC process, eGordian is both simple to use and easy to learn.

eGordian is a web solution, making it accessible anytime and anywhere there is an Internet connection. Best of all, eGordian can handle an unlimited number of Users, Projects, Construction Task Catalogs and other information. As part of the JOC System License, NJPA will receive with our ezIQC Solution, you will be provided with unlimited access to eGordian for the term of the contract.

eGordian is the culmination of over 25 years of JOC software experience. The software has over 20 individual modules that are used to track and report on Job Orders. The primary modules are for Price Proposal development and review, but others include the ability to manage budgets, contractor evaluations, invoices, logs,



meetings, submittals, tracking dates and more. The Gordian Group will work with NJPA to develop the program and infrastructure procedures and administration processes necessary for success. Our implementation experts are experienced with working with information system professionals in coordinating all aspects of the system software. In fact, the information technology representative at the Water Reclamation District of Greater Chicago said this about our team:

*“Please pass on to your IT staff that they are one of the most professional, courteous and knowledgeable support groups that I have ever worked with, and I deal with IT support people every day from all around the country. Please extend my gratitude to the staff for a job well done.”*

NJPA will find that eGordian is extremely powerful and flexible when it comes to security, integration and reporting. A sampling of the first few chapters of the eGordian User’s Manual, including screenshots from eGordian, can be viewed in the Appendix at Section 20.

The Gordian Group is successful at producing great JOC software because we understand JOC and we build our software to the expectations of our users. This was a challenging task considering we have almost 7,500 users. Our software accomplishes four important goals that are common with all of our users:

- **Security at all levels:** users, groups, forms, fields and reports.
- **Ease of use:** works like other applications to reduce the learning curve.
- **Flexible:** must adapt to the user’s specific environment through configuration.
- **Expandable:** must allow for additional features and components.

In addition to these goals, eGordian accomplishes more than any other JOC information management software in the way of:

- **Import/Export:** ability to import data from other systems and export in almost any format.
- **Support and Maintenance:** unlimited support and maintenance.
- **Updates:** no user action required.
- **Hardware Requirements:** any computer connected to the Internet.
- **Construction Information:** agreements with BNI Publishing to provide construction information electronically in eGordian.
- **Features and Components:** more features and components and management capability than any other software package.
- **Architecture:** Built with Microsoft’s .NET development tool utilizing Microsoft’s SQL Server as the database.



## Security

At the heart of eGordian is a robust security system. At the top level of security is the System Administrator. This person has complete access to all of eGordian's features. They can configure components, add or change users and groups, and configure security settings. It starts with the administrator's module. Only administrators can see this module in the software. From there administrators can manage security settings.

Administrators use this tool to establish users and groups, add users to groups, and apply permissions for each user and group as needed. The administrator can apply, read, modify and delete privileges for users and groups at any level in eGordian. For example, some groups may not have access to a project, others may have read only access, others may have full access, and others may have access to only select fields. **This is the most flexible security system of its kind.**

## Ease of Use

- Reports and forms are linked to components in eGordian making it simple for users to find the forms and reports they need.
- Email is integrated with the users email system. Thereby allowing a tracking history of emails sent out.
- Users can copy information from and to popular programs like Word and Excel and the format is maintained.
- eGordian allows the user to use common formatting features to format text. This can make Detailed Scopes of Work and other documents more readable.
- eGordian has a spell checker to help with the spelling in text fields.

## Flexible

No two facility owners are the same and therefore, the software to manage their JOC programs should not be the same. eGordian allows administrators to configure the way it works for their organization. eGordian can have components removed that are not being used, field titles changed to reflect use, lists modified to perfectly match existing systems, forms and reports created or modified exactly as needed, security applied at any level, and policies set to control how it works.

## Expandable

eGordian was designed as a collection of smaller applications. This enables The Gordian Group to easily expand the software. When a facility owner requires capability in the software that does not exist, we can add it quickly and easily. The Gordian Group continues to add new modules as our clients expand their need to track different information.



List Name : Evaluation						Add List Item
Order	List Item Name	List Item Name (For Reports)	Mandatory	Hide	Updated	Times Used
0	Overall rating	Overall rating	<input type="checkbox"/>	<input type="checkbox"/>	10/24/2007	0
1	Cooperation at Joint Scope Meeting	Cooperation at Joint Scope Meeting	<input type="checkbox"/>	<input type="checkbox"/>	11/14/2007	1
2	Proposal Submitted on Time	Proposal Submitted on Time	<input type="checkbox"/>	<input type="checkbox"/>	11/14/2007	1
3	Quality of First Proposal	Quality of First Proposal	<input type="checkbox"/>	<input type="checkbox"/>	11/14/2007	1
4	Cooperation in Revising Proposals	Cooperation in Revising Proposals	<input type="checkbox"/>	<input type="checkbox"/>	11/15/2007	1
5	Work Site Organization	Housekeeping level of Contractor	<input type="checkbox"/>	<input type="checkbox"/>	11/15/2007	0
6	Quality of Construction	Quality of construction	<input type="checkbox"/>	<input type="checkbox"/>	11/15/2007	0
7	Job Site Safety	Contractor's safety performance	<input type="checkbox"/>	<input type="checkbox"/>	11/15/2007	0
8	Adherence to Job Schedule	Adherence to Job Schedule	<input type="checkbox"/>	<input type="checkbox"/>	11/15/2007	0
9	Close Out Paperwork	Close Out Paperwork	<input type="checkbox"/>	<input type="checkbox"/>	11/14/2007	0

Showing 1 to 10 of 10 entries

### Import/Export

eGordian provides a number of ways to import and export data. The simplest of these is to copy and paste the information to or from another source. eGordian also makes extensive use of XML, a protocol now understood by most popular applications and the Internet.

Exporting information can also be accomplished with eGordian’s reporting tool. Every form or report can be exported in several formats including: PDF, Excel, Word, Rich Text and Text.

### Software Support and Maintenance

In terms of supporting and maintaining system applications for JOC, The Gordian Group is the most experienced firm. Our in-house software design and development team created eGordian and sit side-by-side with our customer support team. They are available 12 hours a day, five days a week. In addition to live support, we have video tutorials and online help.

eGordian is a web-based information management tool that aides in every aspect of the JOC process. It is imperative that we ensure it is properly configured for your JOC program. Together with your staff, The Gordian Group will fully test the system and certify that it is optimally configured according to your requirements.

We will provide unparalleled support following the configuration and testing of the software. The support will be a combination of on-site personnel, remote access and a toll-free support hot line.

### Updates

eGordian is a web-based application. This means that no action is required by the end user to update the software. As updates are completed and fully tested they are immediately made available to all users. A message is placed on the eGordian login

web page to notify users prior to the release of an update. This message will include a link to instructional material, when necessary, so that the users can become familiar with the update before it is released.

### Hardware Requirements

eGordian is unique in that it has practically no minimum hardware requirements. Since it is a web-based application, any computer device with access to the Internet can use eGordian. This includes smartphones and pads. A broadband connection of 1mbps or higher is recommended.

### Features and Components

eGordian manages all aspects of the JOC Process. eGordian's primary function is to manage Job Orders within projects. eGordian can track budgets, locations, people, meetings, cost estimates, Proposals, Proposal reviews, submittals, subcontractor and MBE/WBE participation, project logs, invoices, evaluations and tracking dates. The following is a description of each of eGordian's features and components.

- **Project**

Basic information is entered for the project such as project number, title, and description.

- **Job Order**

Pertinent Job Order information can be entered on the Job Order screen. Job Order number, title, status, contract, schedule, work type, specialties involved, drawings and submittals required, special instructions, the final Detailed Scope of Work and notes. Project Managers will rely on this information daily to view new projects.

- **Budget**

Budget information can be added and tracked for a Job Order based on specific budget lines.

- **Location**

One or several locations can be added for a Job Order. The locations tie back to a list of locations to give consistency between the Job Order and full capability to do proper tracking.

- **People**

Any people associated with a particular Job Order can be added for easy reference and tracking purposes.



- **Meeting**

You determine the types of meetings necessary and track information such as dates, times, attendees and notes. Typical meetings might include Joint Scope Meetings and Pre-Construction Meetings.

- **Cost Estimate**

You can develop cost estimates for each Job Order. The cost estimate can utilize the Construction Task Catalog or price information from other sources. The cost estimate can be used to establish accurate budget information.

- **Price Proposal**

The contractor can quickly create a Price Proposal utilizing the electronic Construction Task Catalog. The Adjustment Factors are entered during setup of the software and are automatically applied to tasks as they are entered. Like estimates, the contractor can develop several Price Proposals for one Job Order and combine them when responding to a request. When new tasks are needed, the user can easily create them in custom catalogs and use them on any Job Order.

- **Proposal Review**

eGordian automatically scans the contractor's Price Proposal for errors to determine if the proper Adjustment Factors were used and to confirm that the math is correct. It also compares revised Price Proposals to previously submitted Price Proposals saving the client's Project Managers hours of review time while keeping an audit trail of all changes. The Project Managers can enter notes and alternative quantities for each task and transmit their comments to the contractor. All Price Proposals received are saved to preserve the audit trail.

- **Submittals**

You can track each submittal with the submittal log. eGordian has the power to follow your submittals through the approval cycle. eGordian also has the capability to manage a submittal library and to link items in the library back to projects.

- **Subcontractors and DBE/MBE/WBE**

eGordian tracks subcontractor utilization by Job Order to track the utilization of small, minority, women or disadvantaged owned businesses. The contractor can also use this tool to track subcontracts and payments to subcontractors.

- **Invoice**

The contractor can prepare electronic invoices that are uploaded to eGordian for automated invoice tracking.



- **Evaluation**

eGordian provides the Project Manager with a customizable evaluation form to critique the contractor's performance on each Job Order. This feature tracks a contractor's performance and leads to performance improvement.

- **Tracking Dates**

You can track an unlimited number of dates in eGordian. These are typically milestone dates that represent distinct steps in the JOC process.

- **Forms**

Forms are driven by SQL Server Reporting Services. We provide several comprehensive forms necessary to run a JOC program. eGordian can produce any form a Project Manager may require from a Notice of Joint Scope Meeting to a Project Closeout Form. Project Managers can spend their time managing construction, not typing.



- **Management Reports**

Like forms, management reports are also driven by SQL Server Reporting Services. eGordian's reports provide great insight into JOC programs at all levels. This allows the Project Manager or administrator to track information important to them.

- **Administration**

You can control every aspect of eGordian from the administration module. Edit lists, modify forms and reports, change program policies, add users and change security settings are just a few of the controls. The easy to use interface will have you up and running within minutes.

- **Security**

eGordian comes complete with a security module that manages both user and groups. The security can be set for each field within eGordian. Each user and group is given or denied read, write, modify and delete access to every aspect of the software including administrative functions.

- **Find**

Find is a feature that works with almost all components in eGordian. This tool is used when a user is searching for information within eGordian and needs to find it quickly. It is most often used with the Construction Task Catalog to find specific tasks.

- **Backup/Restore**



The Gordian Group protects eGordian data in a number of ways that is described in more detail below under the heading Architecture. In addition to our data protection measures, you can also create a full backup of the data from eGordian on your local computer with the click of a button or automated script. eGordian utilizes web services to deliver data to end users for backups or other applications. Using a tool we have developed, you can have a replica of your data in XML or Microsoft Access. We can also assist with getting the data into other formats that you may require. This data can also be used to restore eGordian in the case of a catastrophic loss. However, a catastrophic loss is unlikely since we use three separate systems to guard against data loss.

- **Online Help**

eGordian has instructional videos and online help built directly into the application. This context sensitive help is the fastest way for a user to get more information about the modules they are using.

## Architecture

The Gordian Group developed a web-based JOC information management application that provides the speed and experience of a rich application environment, but available over the Internet. We started with Microsoft's premier development tool called .NET (dot net). Once eGordian was developed, it was deployed on the #1 managed cloud system, RackSpace. We chose Microsoft's SQL Server as the database backend for the application. The final result is a fast, easy to use and secure application available over the Internet.

### **This architecture has several benefits:**

- Available anytime and anywhere there is an Internet connection.
- No minimum requirements on client computer hardware or software.
- No servers to purchase or maintain.
- No software to purchase or maintain.

The Gordian Group's primary data site is located in a RackSpace cloud datacenter. The RackSpace datacenter is being utilized as an Infrastructure-as-a-Service (IAAS) solution supporting our information management applications. These capabilities come with an uptime promise, Service Level Agreement, of 99.99% and an auditable security and compliance guarantee (SAS 70 Type II or ISO27001). This site is redundantly mirrored to a secondary site.

The secondary site is located at Immedion, a Greenville, South Carolina colocation provider. The site serves as the backbone of our disaster recovery plan including multiple power sources, weather/disaster protection, and available office space during disaster periods. This state-of-the-art datacenter is also security and compliance guaranteed by SSAE 16, SOC I Type II.



## Procurement Support

This phase incorporates all the activities necessary to establish the structure of the NJPA JOC program, inform internal NJPA staff and the contracting community about JOC, and procure the JOC contractors. Specific services will include preparing and conducting an external marketing program, an internal marketing program and pre-bid seminars.

### Gordian Procurement Support

- ✓ External marketing program
- ✓ Internal marketing program
- ✓ Pre-bid seminars

### External Marketing Program

The Gordian Group proposes to coordinate and conduct the external marketing of the JOC concept to the local contractor community for each solicitation. The purpose is to “sell” the JOC concept to the local contracting community. We will accomplish this portion of the program by meeting with various contractor groups, trade organizations and bonding companies, as necessary, in order to solicit support for the JOC program. Intending bidders will have many questions and concerns that must be fully addressed before they will feel comfortable in submitting a bid. Marty Hanahan, our Director of Cooperative Purchasing Channels will lead the marketing and outreach efforts, including orientations and pre-bid meetings for contractors unfamiliar with the JOC process.

### Internal Marketing Program

The Gordian Group will also conduct internal marketing of the JOC program by holding orientations and seminars for NJPA and your Members. The Gordian Group has devoted substantial resources to the NJPA eziQC program during the past several years, and we have three employees dedicated solely to guiding our marketing strategy for cooperative purchasing channels.

Marty Hanahan is the Director of Cooperative Purchasing Channels and is responsible for the marketing education and enablement of our contractors and cooperative agency partners. Marty provides strategic and tactical communication expertise, while forging relationships between the co-op agencies, contractors, The Gordian Group and others. She is directly responsible for providing sales, marketing and business development training for the contractors, as well as equipping them with materials necessary to successfully market and fulfill their contracted services.

Mary-Neil Jackson is the Cooperative Purchasing Channel Coordinator and is responsible for coordinating and fulfilling the Co-op Purchasing Channel initiatives.

She organizes and sources local market events including co-op member meet and greets, trade show networking opportunities and contractor business development workshops to market the NJPA contract and the contractors. She is responsible for the coordination and execution of enablement materials and fulfills request for co-branded collateral and associated content.

Nicole Behnke is the Marketing Initiatives Manager and is responsible for managing the strategy and execution of cooperative marketing channels from program management through implementation and analysis. Nicole manages 3rd party vendors, developers and list vendors, supports key internal stakeholders in ensuring highly efficient campaign execution, continuous improvement to processes, and driving ROI. Nicole also develops & executes strategic plans for effective multi-channel campaigns.

### Pre-Bid Seminars

A central feature of The Gordian Group's procurement plan for Job Order Contracting is the pre-bid seminar for intending bidders. Since most facility owners want to attract local contractors, but often times many of the local contractors are not familiar with the JOC process, it is essential that a proactive educational program occur prior to bidding. The Gordian Group believes that the increased information exchange between the owner and the intending bidders will lead to a better understanding of the JOC program, less bid risk for the contractors and ultimately, lower bids.

The first section of the pre-bid seminar focuses on explaining the overall JOC process, the number, size and types of JOC contracts being bid, and an in-depth discussion of the owner's expectations for the JOC contractor.

The second section presents information on understanding and applying the Construction Task Catalog, the costs that must be included in the Adjustment Factors, and different methods for the contractors to calculate their Adjustment Factors. Contractors are also taught how to build sample Price Proposals. This section concludes with an extensive question and answer session.

If the client prefers, this seminar can be presented in two separate sessions.

- ✓ Evaluating the CTC
- ✓ Applying the CTC
- ✓ Building Price Proposals
- ✓ Calculating the Adjustment Factor
- ✓ How to staff a JOC program

We will take the lead in reaching out to local contractors to inform them about JOC. We will prepare and conduct extensive pre-bid conferences that have been refined over time to secure for NJPA the very best qualified contractors at a meaningful, competitive price.

## Training

The Gordian Group will be responsible for providing a comprehensive JOC Master Training Program, which will include different course modules so that all elements of NJPA, Member and JOC contractor staff will receive specialized training. The level of training will be dependent upon the desired role of each staff member. The training will incorporate all applicable NJPA policies and procedures. The Gordian Group will develop and publish all training aids and materials necessary to support the JOC training courses. Regardless of which JOC solution NJPA elects, the JOC Master Training Program will be modified to fit your needs.

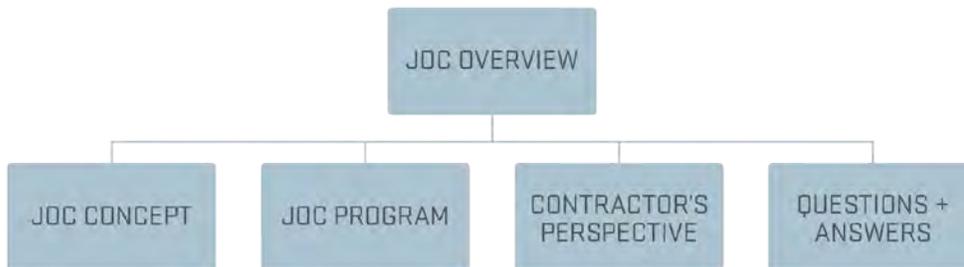


The Gordian Group's JOC Master Training Program has been fine-tuned over the last two decades and is designed to provide the maximum effectiveness and flexibility for our customer's staff. The training program will be comprised of multiple training modules so that training sessions can be structured to the specific audience. The training courses will stress a hands-on practical application of the JOC process. **The training sessions will be unique to NJPA and will not be "canned" sessions.**

This "cafeteria structure" allows us to train selected groups in only those modules of value to them. Our modular approach to JOC training eliminates wasteful duplication and lost time on the part of participants. Each module will be given as often as requested. The amount and extent of training is dependent on the experience and abilities of the participants being trained and the level of involvement desired by each participant.

A full array of training modules offered has been refined over time. A description of each module is presented below.

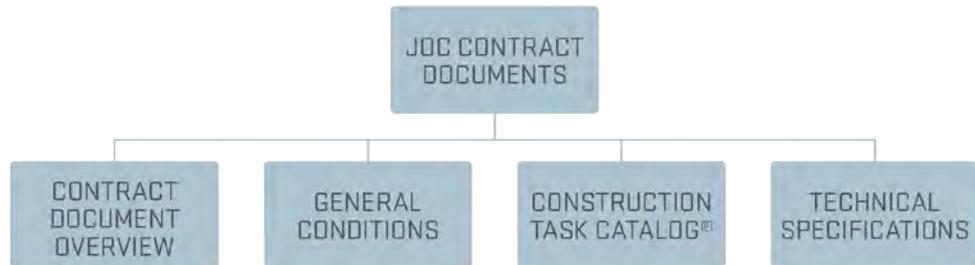
### JOC Overview



The JOC Overview Module is a general purpose introduction to JOC. It is designed to familiarize NJPA and Member staff with the JOC concept. Topics include an overall JOC orientation as well as a discussion of how JOC will be implemented. In addition,

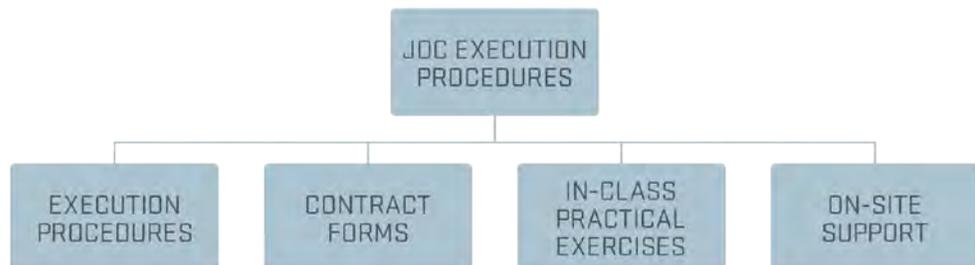
JOC is presented from a contractor's perspective so NJPA and Member staff can better understand the contractor's risk and potential reward. Included in this module is a discussion of how a contractor prepares a JOC bid.

### JOC Contract Documents



The JOC Contract Documents Module is a detailed discussion of the contractual terms of the contract. This module is designed for project managers and procurement staff. The contract documents are the “rules” under which the JOC program will be implemented. It is critical that key operational and procurement staff fully understand the Contract Documents.

### JOC Program Execution



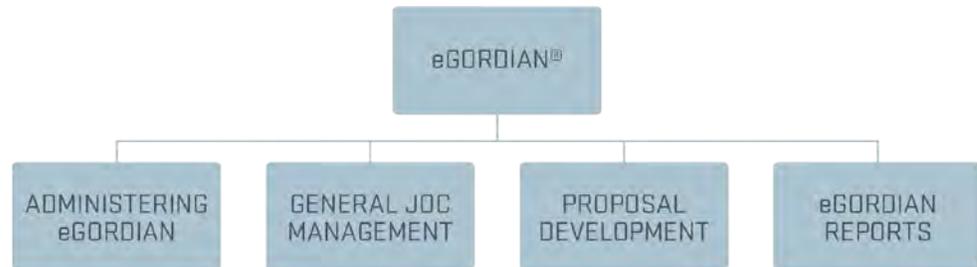
The JOC Program Execution Module includes a detailed, comprehensive review of NJPA approved JOC Execution Procedures. Training for this module includes ensuring that facilities and procurement staff have a full understanding of the procedures and forms that will be used to approve JOC work.

### Job Order Development



The Job Order Development Module includes training to complete a series of practical exercises designed to prepare a complete Job Order based on actual Member projects. Gordian staff will work side-by-side with the Member's project managers to answer questions and provide instruction as needed. The Gordian Group will also prepare a one sheet reference guide highlighting the procedures and forms that need to be completed for each step in the process.

### eGordian



The eGordian Module provides an overview of our proprietary JOC information management software. This module is designed for JOC contractor project managers. eGordian training is provided for each step of the JOC process, from project initiation, to reviewing and validating a contractor's Price Proposal, to project closeout. Because the primary interface of eGordian is Windows Explorer-based, staff will readily adapt to the user-friendly nature of our software.

### JOC Refresher Training

The Gordian Group will provide JOC refresher training as needed or requested by NJPA or the Members. Refresher training consists of a workshop discussion of all aspects of the JOC process and is offered to those who have had an opportunity to get some actual experience with the JOC process. The focus of this session is on the lessons learned and the sharing of those lessons with other staff members. Refresher training also helps identify any problems that may be occurring.

The Gordian Group will conduct as many training sessions as required to ensure that NJPA and Member staff are fully familiar with the JOC program. Training will include a comprehensive training/reference manual with sample Job Orders, flowcharts, and forms. The training courses will include practical exercises that will be based on actual NJPA projects.

### Job Order Development Services

As part of the ezIQC program, The Gordian Group's account managers will perform all of the services necessary to develop Job Orders when requested by NJPA Members. The diagram below displays all of the steps involved in developing a Job Order.



A description of each step required to develop a Job Order is presented below:

- **Project Identification** – When a project is identified, The Gordian Group will contact the Member and assist with determining whether the project is appropriate for JOC.
- **Contractor Identification** – In the event there are multiple JOC contractors, we will identify the appropriate contractor for the project based on the type of work involved and the location of the project. We will monitor the performance of each JOC contractor within the JOC program.
- **Joint Scope Meeting** – A Gordian representative will quickly schedule a Joint Scope Meeting at the project site to help the Member and the JOC contractor agree on the details of the work that the JOC contractor will perform. The scoping process allows the JOC contractor to inspect the site and ask questions before submitting a Price Proposal. This upfront open communication eliminates the misunderstandings and mistakes that lead to most change orders and often results in more cost-effective collaborative solutions.
- **Develop Detailed Scope of Work** – We will then help the Member prepare a Detailed Scope of Work that describes the work the JOC contractor will perform. We will also assist with resolving issues when project plans and actual conditions vary.
- **Request for Price Proposal** – After all parties are in agreement that the Detailed Scope of Work properly reflects the work to be performed, the Gordian representative will send the Detailed Scope of Work and a Request for Proposal to the JOC contractor.
- **Request Price Proposal** – Next, the JOC contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the Construction Task Catalog. Gordian's JOC software will automatically multiply the unit price of the task x the required quantities x the JOC contractor's competitively bid Adjustment Factor. The JOC contractor will also prepare any additional Member required information such as a construction schedule and a list of proposed local subcontractors.



- **Price Proposal Review** – Then, a Gordian representative will review the Price Proposal to make sure the JOC contractor has selected the appropriate tasks and quantities and will ask the JOC contractor to make any required changes. We will also obtain and review the Member required information submitted by the JOC contractor. Then the Gordian representative will submit the Price Proposal and related documents to the Member for review.
- **Issue Job Order** – Once the Member is 100% satisfied with the Price Proposal and any related documents, and decides to move forward with the project, the Member simply issues a purchase order to the contractor.
- **Construction Management** – During construction, the Member will follow its standard internal policies and procedures for construction management and site inspections, including coordinating any required code inspections. When unforeseen conditions arise or the Member desires to change the Detailed Scope of Work, a supplemental Job Order is developed in the same manner as the original Job Order. With JOC, changes to the work are pre-priced.

The Job Order development services are currently standard for all projects procured by NJPA Members through the eziQC program.

For the JOC Advanced solution, which can be procured by NJPA Members via piggyback, Gordian will train the Members' project management staff to properly develop Job Orders by providing full-time, onsite support for the first 90 days after award of the first JOC contract. With the JOC Complete Solution and JOC Complete Solution Plus options, Gordian will perform the Job Order development services on all projects procured through a Members' JOC program.

### Ongoing Program Support

The Gordian Group will provide ongoing program support during the term of the contract. Specific technical assistance will include:

- ✓ JOC Program Updates
- ✓ Contract Implementation and Support
- ✓ Price Proposal Review Services
- ✓ Software Support and Maintenance

### JOC Program Updates

During the term of the contract, The Gordian Group will provide continual updates for the NJPA JOC program as follows:

- Provide NJPA with updated JOC Contract Documents for all new JOC contracts and JOC re-bids. This support will include: updating Construction Task Catalogs and Technical Specifications; monitoring recent changes and recommending improvements to the Contract and General Conditions to clearly specify the requirements of NJPA; further

developing and implementing pre-award criteria; identifying new processes to further define contract requirements and contractor capabilities to ensure that NJPA retains qualified JOC contractors; and customizing the JOC process and documents to meet the ever changing needs of NJPA.

- Work closely with the project managers on existing contracts, to identify non-prepriced tasks, price those tasks, and insert them in the next Construction Task Catalog to minimize the number of non-prepriced items.
- Provide procurement and marketing support during the solicitation of new JOC contracts. This support will include preparing all necessary documents and notices, preparing and participating in all pre-bid conferences, external marketing to the local contracting community, evaluating the contractor's proposed management plan, staffing and personnel plans, and assisting new contractors during mobilization.

#### Contract Implementation and Support

During the term of the contract, The Gordian Group will provide continuing contract implementation and support services as follows:

- Perform Job Order Development Services for the term of the contract when requested by NJPA Members purchasing through the ezIQC program.
- Conduct training sessions on an as needed basis for new NJPA and JOC contractor staff in the execution of JOC.
- Conduct periodic refresher training sessions for NJPA and Member staff in the execution of JOC.
- Continue to develop and customize the Execution Procedures, training materials, forms and reports to facilitate the management and execution of JOC.
- Assist NJPA in dealing with the contractors to ensure that they have adequate and experienced staff and are meeting the terms of the contract.

The primary reason JOC programs developed and implemented by The Gordian Group are so successful is the ongoing support we provide to our clients.

#### Optional ezIQC Complete Management

As an option for NJPA Members, The Gordian Group also offers our ezIQC Complete Management services. These services include all of the ezIQC Solution services described in this proposal, **plus we will provide project management services to manage individual projects for the Members from Job Order issuance to Job Order close-out.** Whether due to peak volumes, staff shortages, or new strategic staff directives, our ezIQC Complete Management services can provide on-site project management experts, using our proven methods, to carry out day-to-day



oversight of the construction phase and relieve a Member's project workload burden. Our staff becomes the Member's staff. We will bring unparalleled expertise to work for you from the start to get your projects completed. eziQC Complete Management services provided by The Gordian Group can be a cost effective and flexible project management solution for NJPA Members. The Gordian Group's standard project management services, which we will modify as necessary to fit the needs of each Member, are as follows:

- **Preconstruction** – Conduct a pre-construction meeting with the JOC contractor, the Member's representative(s) and, if applicable, the architect or engineer. Coordinate and share any preconstruction information with the Member, the JOC contractor and other appropriate parties. Assist in the coordination of the JOC contractor obtaining the necessary permits.
- **Site Visit** – Monitor the JOC contractor's work in-progress. Manage the JOC contractor's compliance with the approved safety plan. Complete a report for each site visit.
- **Communicate** – Provide weekly construction status reports to the Member. Conduct project progress meetings with all JOC contractors and staff on a periodic basis. Coordinate any required technical and code inspections.
- **Change Orders** – Analyze and process any changes to the work due to unforeseen conditions or Member changes to the Detailed Scope of Work in compliance with the Job Order Development procedures described in this proposal.
- **Approvals** – Review and approve, or direct necessary revisions to, the JOC contractor's applications for payment. Obtain the Member's approval of the work. Final acceptance of the work will be the responsibility of the Member. Technical and code inspections will be the responsibility of the appropriate inspection agencies.
- **Project Close-out** – Enter all Job Order related information into the eGordian information management system. Collect any required as-builts, warranties, etc., from the JOC contractor.

## Gordian JOC Solutions Summary

The Gordian Group offers 3 JOC solutions that vary in service level and support, and range from the client-managed solution, to our comprehensive solution that provides "cradle-to-grave" support for every JOC project. Each of these solutions can be made available to NJPA Members who elect to piggyback the NJPA contract to procure their own Gordian JOC solution. The following summarizes each of these available service options:

### Gordian JOC Advanced

Gordian JOC Advanced is Gordian's legacy solution that has helped facility and infrastructure owners control and fast track their repair, maintenance and



construction projects for over two decades. The JOC Advanced solution is suited for clients that have the in-house expertise necessary to develop Job Orders properly.

Through JOC Advanced, Gordian will provide all of the products and services described in this Section, except the Job Order development and construction management services. The following is a list of the services performed for the JOC Advanced solution:

- **Experienced Account Managers** – Gordian will provide experienced account managers that are responsible for the implementation and support of the Member's JOC program. This staff will report directly to the Member and will be available to assist the client with any JOC related issues.
- **Establish JOC Program Guidelines** – Gordian will be responsible for conducting the activities necessary for establishing the structure of the Member's JOC program. Responsibilities include preparing Member specific Execution Procedures that will be used to execute the JOC program.
- **JOC Program Documents** – Gordian will be responsible for preparing the JOC program Contract and General Conditions, Bid Documents and Technical Specifications and for providing a customized Construction Task Catalog®.
- **JOC Management Applications** – Gordian will be responsible for providing a license for an unlimited number of Member staff to access Gordian's web-based JOC System, which includes the eGordian® information management software and Construction Task Catalog®. The JOC System will be capable of generating the JOC documents including independent cost estimates, contractor Price Proposals, Job Orders, and management reports and forms. The client's standard reports and forms will be incorporated as requested.
- **Marketing** – Gordian will be responsible for marketing the JOC program by informing internal Member staff about JOC, conducting pre-bid seminars for the JOC construction contractors, and assisting with procurement of the JOC contracts.
- **Training** – Gordian will be responsible for developing and conducting a comprehensive JOC training program for the Member and JOC construction contractor staff, which will include different course modules that will provide specialized training to each element of Member and JOC construction contractor staff.
- **On-going Support and Maintenance** – Gordian will be responsible for providing full-time, onsite assistance during the 90 day period immediately following the award of the first Member JOC contract, and for providing comprehensive JOC follow-up support to the Member for the administration of its JOC program. Gordian will monitor the overall program and prepare any status reports required by the Member. Support services will include, but are not limited to; unlimited toll-free eGordian® software support, access to all eGordian® software updates and additional functionality, updating for each new JOC construction contract the Construction Task Catalog®, Technical Specifications, Contract and General Conditions and Bid Documents, providing procurement assistance for new JOC contracts, providing training



for new Member and JOC contractor staff, and preparing customized forms and reports requested by the Member.

The JOC Advanced solution can be made available to NJPA Members who elect to piggyback the contract between Gordian and NJPA to procure a JOC solution directly from Gordian.

### JOC Complete Solution®

The JOC Complete Solution is a turnkey procurement approach that tailors Job Order Contracting components to form a unique, comprehensive and high-performing “complete” JOC program. The JOC Complete Solution includes all of the products and services provided by the JOC Advanced solution and, **in addition, Gordian will provide account managers to assist with developing Job Orders from project identification to issuing the Job Order.**

Developing the Job Order is the most critical step in the JOC process for controlling costs because this is the step where it is determined that the Member is paying for the correct quantity at the correct competitively bid price for each project. It is very important that experienced, qualified project managers develop each and every Job Order. Many of our clients have determined that they desire help with developing Job Orders and have selected our JOC Complete Solution option. Some have chosen it because they lack staff capacity, and others because they recognize the significant value of using Gordian’s experienced, qualified account managers to develop Job Orders, which includes reviewing each and every Price Proposal submitted by the JOC contractors. Whatever the reason, we are confident that the JOC Complete Solution will bring the most economic benefit to NJPA Members with long term cost savings. A detailed list of the tasks Gordian performs to develop Job Orders is as follows:

- **Project Identification** – When a project is identified, Gordian’s account managers will work with the Member and assist with determining whether the project is appropriate for JOC.
- **Contractor Identification** – In the event the Member has multiple JOC contractors, we will assist with identifying the appropriate JOC contractor for the project based on the type of work involved, location of the project, and other factors such as remaining contract capacity, work on hand, and contractor performance.
- **Joint Scope Meeting** – After identification of the JOC Contractor a Gordian account manager will promptly schedule a Joint Scope Meeting at the project site to help the Member and the JOC contractor agree on the details of the work that the JOC contractor will perform. The scoping process allows the JOC contractor to inspect the site and ask questions before submitting a Price Proposal. This upfront open communication eliminates the misunderstandings and mistakes that lead to most change orders and often results in more cost-effective collaborative solutions.
- **Develop Detailed Scope of Work** – Next, the Gordian account manager will assist in preparing a Detailed Scope of Work that describes the work the JOC contractor will perform. We will also assist with resolving issues when project plans and actual conditions vary.



- **Request for Price Proposal** – After all parties are in agreement that the Detailed Scope of Work properly reflects the work to be performed, the Gordian account manager will send the Detailed Scope of Work and a Request for Proposal to the JOC contractor.
- **Prepare the Price Proposal** – Next, the JOC contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the Construction Task Catalog. Gordian's JOC software will automatically calculate the total cost for each line item by multiplying the unit price of the task by the required quantities and the JOC contractor's competitively bid Adjustment Factor. The JOC contractor will also prepare additional Member required information (e.g., construction schedule, list of proposed local subcontractors, etc.).
- **Price Proposal Review** – Then, the Gordian account manager will review the Price Proposal to make sure the JOC contractor has selected the appropriate tasks and quantities and will ask the JOC contractor to make any required changes. We will also obtain and review any Member required information submitted by the JOC contractor such as a construction schedule and list of proposed subcontractors. Then the Gordian account manager will submit the Price Proposal and related documents to the Member.
- **Issue Job Order** – Once the Member is 100% satisfied with the Price Proposal and related documents, and decides to move forward with the project, the Member simply issues a purchase order to the contractor.
- **Construction Management** – During construction, the Member will follow its standard internal policies and procedures for construction management and site inspections, including coordinating any required code inspections. When unforeseen conditions arise or the Member desires to change the Detailed Scope of Work, a supplemental Job Order is developed in the same manner as the original Job Order. With JOC, changes to the work are pre-priced.

The Job Order development services described above are currently included on all project procured by NJPA Members through the ezIQC program. This level of service can also be obtained by Members directly who elect to piggyback the contract between NJPA and Gordian to obtain an independent JOC Complete Solution for their own JOC program.

### JOC Complete Management

Gordian can also provide our JOC Complete Management services to NJPA Members either as a stand-alone solution, or as an optional service that can be added on to any of the JOC solutions described above; utilized on a project-by-project basis. Utilizing our JOC Complete Management services option, which includes project management services, will allow Members to assign projects to Gordian to manage from Job Order issuance to Job Order close-out. Whether due to peak volumes, staff shortages, or new strategic staff directives, our JOC Complete Management services can provide on-site project management experts, using our proven methods, to carry out day-to-day JOC operations and relieve the Member's project workload burden. Our staff becomes the Member's staff. A detailed list of Gordian's standard project management services, which we modify as necessary to meet the needs of each client, is as follows:



- **Pre** – First, a Gordian project manager will conduct a pre-construction meeting with the Member representative(s), the JOC contractor and, if applicable, the architect or engineer. The project manager will coordinate and share any preconstruction information with the Member, the JOC contractor and other appropriate parties, and will assist in the coordination of the JOC contractor obtaining the necessary permits.
- **Site Visit** – During construction, the Gordian project manager will monitor the JOC contractor's work in-progress, manage the JOC contractor's compliance with the approved safety plan and complete a report for each site visit.
- **Communicate** – The Gordian project manager will provide weekly construction status reports to the Member, conduct project progress meetings with all JOC contractors and staff on a periodic basis, and coordinate any required technical and code inspections.
- **Supplemental Job Orders** – In the event there are unforeseen conditions or the Member requests changes to the scope after the work has begun, the Gordian project manager will analyze and process a supplemental Job Order by utilizing the procedures used to develop the initial Job Order.
- **Approvals** – The Gordian project manager will review and approve, or direct necessary revisions to, the JOC contractor's applications for payment and obtain the Member's approval of the work. Final acceptance of the work will be the responsibility of the Member. Technical and code inspections will be the responsibility of the appropriate inspection agencies.
- **Project Close-out** – As the final step in the process, the Gordian project manager will enter all Job Order related information into the eGordian® information management system and collect any required as-builts, warranties, etc., from the JOC contractor.

The JOC Complete Management services can be provided as an optional service level for the eziQC program, described as eziQC Complete Management in the previous section. Further, this service level can be procured directly from Gordian by piggybacking the contract between Gordian and NJPA.



## Change Order Management System (COMS)

In addition to the JOC solutions described in this section, Gordian proposes to include our comprehensive Change Order Management Solution (“COMS”) as part of the contract between Gordian and NJPA. Gordian is the only firm in the nation that provides a comprehensive change order management system with single point responsibility for all of the products and services to manage change orders during capital construction projects. The COMS™ solution is provided with in-house staff and includes the proprietary data, technology, processes and staff resources necessary to actively manage and control costly change orders. Using COMS, the need to negotiate change orders during construction is eliminated by setting unit prices at the beginning of the project. By simplifying the pricing process, the Member will reduce administrative effort and avoid the costly delays associated with processing change orders once a project has begun. Gordian’s COMS solution is designed to enable owners to actively manage change order pricing by:

- Providing a predetermined, contractual basis for uniform change order pricing;
- Discouraging contractors from artificially reducing project bids while intending to benefit later from costly change orders;
- Reducing or eliminating the negotiation of change order pricing;
- Reducing project managers’ costs associated with comparing contractors’ proposed pricing to their own independently developed estimates;
- Greatly decreasing the likelihood of claims and disputes;
- Promoting teamwork with the contractor; and
- Supporting a fair, reasonable and equitable business relationship.

COMS combines service, software and Gordian’s customized Construction Task Catalog® to help remove the uncertainty of negotiation, while keeping the project on schedule and ensuring owners are paying a fair price. Our highly detailed and up-to-date Construction Task Catalog contains unit prices for a wide variety of construction tasks, based on local prevailing wage rates, material and equipment costs. The cost of each change order is calculated using the preset unit price, multiplied by the quantity of the task. Processing change orders through Gordian’s COMS solution is faster, more transparent, audit proof, and gives facility owners peace of mind that they are paying a fair and reasonable price. The following is a list of the services included with the COMS solution:

- **Experienced Account Managers** – Gordian’s most valuable asset, first and foremost, is its people. Gordian will provide experienced account managers that are responsible for the implementation and support of the COMS program. This staff will report directly to the Member and assist with any change orders issued through the COMS program.

- **Construction Task Catalog** – Gordian will publish a customized Construction Task Catalog using only local prevailing wage rates, material and equipment costs based on the drawings and specifications for each project. Each task included in the Construction Task Catalog shall contain an accurate, customized description with an easily recognized unit of measure, and shall include a price to install the item and, if appropriate, a price to demolish the item. Each task may also have several modifiers which adjust the price for variations in materials or for quantity discounts. In addition, Gordian will develop the accompanying Technical Specifications which specify the quality of the workmanship and materials for the tasks set forth in the Construction Task Catalog.
- **COMS Program Guidelines** – Gordian’s account manager, in conjunction with the Member, will identify, develop and draft Execution Procedures for the preparation, submission and review of all change order requests. These procedures will be developed by incorporating Gordian’s unique change order process with the Member’s general operating procedures and organizational philosophies.
- **COMS Program Documents** – Gordian will coordinate with the Member’s legal and procurement departments to integrate the necessary contract language into the Member’s standard bid documents and general conditions. Gordian will work directly with the Member to determine the appropriate method for incorporating COMS into the bid process. With COMS, the adjustment factor may be set by the Member and will not affect the low-bid evaluation and award process. Gordian shall assume the responsibility to fully coordinate all bid documents with the Member departments to ensure they are compliant with all Federal, State and local laws.
- **Pre-Bid Seminars** – Gordian will attend pre-bid seminars and conduct proactive training sessions on the Member’s new change order process including an overview of the Construction Task Catalog, eGordian application and incorporation of the anticipated change order value into the contractor’s bid.
- **COMS Management Applications** - Gordian will be responsible for providing a license for an unlimited number of users for the Member to access Gordian’s web-based eGordian® information management software and Construction Task Catalog® for the purpose of managing change orders. eGordian will be capable of generating the necessary documents including the Notice of Change, Request for Change and Change Order forms required by the Member’s general conditions.
- **Training** - Gordian will be responsible for developing and conducting a comprehensive COMS training program for the awarded contractor, which will include specialized training for executing the change order process utilizing the eGordian information management application. In addition, Gordian will train the Member’s Authorized Representatives to review change order requests and issue approvals.



- **Change Order Review** – The Gordian account manager will assist with reviewing the change orders to determine the contractor is proposing reasonable means and methods for performing the work, verify the correct tasks have been selected and verify that a task is not available in the Construction Task Catalog for each non-prepriced task included in the change order.
- **On-going Support** – Gordian will be responsible for delivering on-site support to the Member and its contractors, monitoring the overall program and providing unlimited toll-free eGordian® software support.

The inclusion of COMS in a contract between NJPA and Gordian will enable NJPA Members to procure this valuable solution directly from Gordian via piggyback of the NJPA contract.



## Maintenance, Repair and Operations (MRO)

Gordian now offers an option for owners seeking to impose price certainty and contract quality for MRO work, removing the need to negotiate each new project. Our program management expertise, construction maintenance and repair cost data and software platform allow tailored solutions to respond to a variety of needs from scheduled maintenance and emergency repairs to large scale renovations. Utilizing these assets, we have developed a process specifically designed to address MRO projects.

Gordian's proposed process, which substantially mirrors the same process detailed above for developing and implementing a JOC program, will streamline the procurement of these projects by eliminating multiple steps and reducing administrative burdens. Further, our maintenance, repair and operations process will provide competitively-bid pricing for all work performed, ensuring the Member is receiving the best price for work.



Gordian will follow a similar process as described on pages 9.2 – 9.23 for the MRO Solution for the program development, training and support tasks, but they will be specific to MRO. A summary of the proposed tasks completed by Gordian, and the process for executing MRO projects through our MRO Solution, is provided below:

- Establish MRO Program Guidelines** – Gordian will follow the process outlined above and conduct the activities necessary for establishing the structure of the Member's MRO program. Responsibilities include preparing Member specific Execution Procedures that will be used to execute projects through the program (pages 9.2 – 9.3), providing comprehensive training programs for Member and MRO contractor staff (9.18 – 9.22), and providing procurement support for soliciting and awarding MRO contracts (pages 9.16 – 9.17).
- MRO Program Documents** – Gordian will be responsible for preparing the MRO program Contract and General Conditions, Bid Documents and Technical Specifications. Gordian will also follow the same process described on pages 9.4 – 9.7 to publish a customized Construction Task Catalog® that only includes maintenance and repair tasks appropriate for all types of MRO projects. Gordian's MRO Construction Task Catalog has been developed exclusively for the MRO market, and will be provided to the Member in a searchable format within the MRO information management

application.

- **MRO Contractor Procurement** - Gordian will assist the Member with procuring competitively-bid, indefinite quantity/indefinite delivery contracts for MRO work.
- **MRO Management Applications** – Gordian will enable Member users to utilize Gordian’s web-based information management application (“IMA”) to manage the MRO program. The IMA, as described on pages 9.8 – 9.15 will be capable of generating the MRO documents including contractor Price Proposals, Work Orders, and management reports and forms. Member users will be able to access the IMA platform from any computer or tablet with internet access. The Gordian Group will develop standard reports and forms for the Member to provide enhanced program monitoring capabilities.
- **Project Initiation** – When an MRO Project is identified, a Member project manager will have access to the MRO program for expedited procurement and project execution.
- **Project Description**– If the project is designated for the MRO program, the Member project manager will define the brief scope of work and indicate the level of priority afforded to the project. This information (brief scope and priority) will be generated for the contractor.
- **Scope Meeting** – Then, a Member representative will contact the selected MRO contractor to set up the Scope Meeting at the project site for the contractor. The scoping process allows the MRO contractor to inspect the site before submitting a Price Proposal.
- **Price Proposal** – Once the MRO contractor has a complete understanding of the project, he/she will prepare the Scope of Work and Price Proposal from within the IMA.
- **Price Proposal Review** – Once the MRO contractor submits the Scope of Work and Price Proposal, the Member representative will review it to ensure the appropriate tasks and quantities were selected, and request any required changes from the MRO contractor.
- **Proposal Acceptance** – Once the Member is satisfied with the Price Proposal and related documents, and decides to move forward with the project, the Member project manager simply issues a Notice to Proceed to the MRO contractor through IMA.
- **Maintenance, Repairs and Operations Management** – During execution of the job, the Member will follow its standard internal policies and procedures for maintenance, repairs and operations management and site inspections. When unforeseen conditions arise or the Member desires to change the Scope of Work, a supplemental Work Order would be developed in the same manner as the original Work Order. With our MRO system, these changes to the work are pre-priced.



- **Additional Support** - In addition to the proposed process outlined above, Gordian will develop tracking reports for each Member project manager so that they are able to track the progress of each project underway, the time to completion, and identify any delayed or priority projects that require immediate attention. By executing MRO projects through this framework, the Member will be able to complete more projects in less time, and at a reduced cost compared with most procurement approaches that do not establish preset pricing at the time of contract award.

The inclusion of the MRO Solution in a contract between NJPA and Gordian will enable NJPA Members to procure this valuable solution directly from Gordian via piggyback of the NJPA contract.

Following the steps outlined for the eziQC program described above, Gordian is also capable of implementing a network of MRO contracts that can be accessed by NJPA Members in a similar manner to the current eziQC program. Locations for MRO contract solicitations would be mutually agreed upon by Gordian and NJPA, and NJPA would be under no obligation to implement a cooperative MRO program. Under the MRO Solution offered above, NJPA Members would self-perform the project management tasks associated with executing MRO projects through the MRO cooperative program.

## MRO Complete Solution

In addition to all of the products and services provided through the client-managed MRO Solution described above, The Gordian Group also offers the MRO Complete Management solution, providing “cradle-to-grave” support for all MRO projects. With MRO Complete Management, The Gordian Group’s project managers will perform the tasks described below should the Member elect to have Gordian manage each MRO project from identification to closeout.

- **Project Initiation** – When an MRO Project is identified, a Gordian project manager will enter the project information into the MRO system.
- **Project Description**– The Gordian project manager, working with a Member representative, will define the brief scope of work and indicate the level of priority afforded to the project. This information (brief scope and priority) will be generated for the MRO contractor.
- **Scope Meeting** – The Gordian project manager will contact the selected MRO contractor to set up the Scope Meeting at the project site for the contractor. The scoping process allows the MRO contractor to inspect the site before submitting a Price Proposal.
- **Price Proposal** – Once the MRO contractor has a complete understanding of the project, he/she will prepare the Scope of Work and Price Proposal from within the IMA.



- **Price Proposal Review** – Once the MRO contractor submits the Scope of Work and Price Proposal, the Gordian project manager will review it to ensure the appropriate tasks and quantities were selected, and request any required changes from the MRO contractor.
- **Proposal Acceptance** – Once the Member is satisfied with the Price Proposal and related documents, and decides to move forward with the project, the Gordian project manager will facilitate the issuance of a Notice to Proceed to the MRO contractor through the IMA.
- **Maintenance, Repairs and Operations Management** – During execution of the job, the Gordian project manager will follow the Member's internal policies and procedures for site inspections and closeout. When unforeseen conditions arise or the Member desires to change the Scope of Work, a supplemental Work Order would be developed in the same manner as the original Work Order. With our MRO system, these changes to the work are pre-priced. Upon completion and acceptance of the work by the Member, the Gordian project manager will enter all necessary information into the IMA to close the Work Order.

The inclusion of our MRO Complete Management solution in a contract between NJPA and Gordian will enable NJPA Members to procure this valuable solution directly from Gordian via piggyback of the NJPA contract.

Following the steps outlined for the ezIQC program described above, Gordian is also capable of implementing a network of MRO contracts that can be accessed by NJPA Members in a similar manner to the current ezIQC program. Locations for MRO contract solicitations would be mutually agreed upon by Gordian and NJPA, and NJPA would be under no obligation to implement a cooperative MRO program. Under the MRO Complete Solution described above, Gordian would perform the project management tasks described above when MRO projects are procured by NJPA Members through the MRO cooperative program.



# sightlines

a **GORDIAN**® company

## Sightlines® Products

The Gordian Group's newest line of products and services are provided under the Sightlines® brand, and represent Value Added Attributes that complement and improve on the indefinite quantity construction contracting systems proposed herein. Gordian's Sightlines Products will enable NJPA Members to catalog and assess their facilities assets, develop a comprehensive list of facilities deficiencies, prioritize projects lists, establish facilities maintenance goals, address backlogs and chart an institutions progress on defined capital planning and asset management goals. In combination with Gordian's ID/IQ construction contracting systems, Sightlines Products will enable NJPA members to holistically manage their existing facilities needs by providing a comprehensive process to: 1) identify and prioritize the work that needs to be done; 2) use quantitative analysis to develop a multi-year plan for addressing the work and prioritizing projects; 3) procure contractors to accomplish the work through on-call, competitively-bid construction contracts with preset pricing; 4) manage the construction in-progress; 5) analyze their progress and benchmark the value of their facilities relative to established peer groups; and 5) develop a long-term capital plan that balances funding with anticipated project costs.



### FACILITIES ASSESSMENT & PLANNING

The process of evaluating the need for capital renewal and deferred maintenance mitigation often starts with the completion of a facilities assessment. The benefit of such a report is not necessarily only comprehensive data, but its ability to secure funding and support ongoing facilities improvement.

Our Facilities Assessment & Planning solution, much like a traditional facilities condition assessment, will:

- Develop a comprehensive list of facilities deficiencies,
- Include cost estimates for repair or replacement.
- Make recommendations to sustain a building at a specific FCI value,
- Prioritize projects by system to avoid future failures.

Beyond this traditional scope of work, these solutions will assist the institution in:

- Coordinating repairs, modernization, alteration, and new space needs to optimize finite capital dollars,
- Recommending plans to remediate deficiencies,
- Working with leadership to develop an attainable investment plan that integrates mission, operations and financial capacity,
- Performing annual updates to track progress towards developed goals.

Most importantly, this process will engage NJPA Members to provide short-, mid-, and long-term solutions, which ultimately lead to increased capital efficiency and reduced operational demand.

Across all public institutions, capital budgets remain below pre-recession levels. If the current trends hold, funding will likely remain below historical investment levels for some time. Since there is never a lack of need, it is essential to align resources by having an affordable multi-year investment plan that supports the Member's mission and mitigates risk. In this context, a successful planning process will be:

- **Inclusive:** Each of the diverse constituencies within the institution - needs to be committed to a planning process and believe in its direction.
- **Credible:** With comprehensiveness of identification and integration with the Member's planning efforts the facilities integrated plan must be designed to attain a high degree of credibility.
- **Flexible:** Times change and priorities will be modified, therefore the facilities financial plan must retain flexibility to evolve and meet the current needs.
- **Affordable:** Any plan that is not cognizant of the finite availability of institutional resources will fail. Gordian prides itself on understanding the Member's financial pressures and customizing solutions that are financially realistic and operationally sound.
- **Sustainable:** A planning tool is not effective if it is not incorporated within the management tools of the organization. Having implemented such tools for hundreds of institutions, Gordian has the experience and knowledge to assure success of systems implementation over the long term.

To accomplish these objectives, institutions often elect to perform a facilities condition assessment or FCA. These studies provide a list of building deficiencies; however, traditional facilities conditions assessments fall short in several key areas.

- They seldom involve trades staff to get the operators perspective on sequencing and priority
- They do not tie to institutional mission,
- They do not create plans that tie to the funding history and capacity of the institution.

As a result of these shortcomings, most traditional facilities assessments do present



a list of facility needs, but they are often not successful in create constituency and securing funding.

Our Facilities Assessment & Planning solution does more than become a set of reference materials on a shelf. The process starts with a comprehensive identification of each facility's needs. With this foundation of information, Gordian works with your team to integrate facilities needs with your goals and develop an investment plan that makes sense. Our clearly defined processes will guide Members in identifying, selecting, approving, and executing project investments. We differentiate repairs from modernization and alteration projects. Gordian aligns investments to complement Member goals. Finally, we align investment needs to financial capacity and clearly explain the rationale for project deferral through an explanation that focuses on sequencing and timing of investments rather than selecting "winners and losers" of funding. The result is an assessment that not only catalogues needs, but enhances the program to move the Member forward in accomplishing the work at hand.

### Services Overview

Gordian has developed a series of tools that will assist your institution in defining a multi-year project investment plan instead of simply "picking projects" from the bottom-up. The process is designed to reflect the concepts of financial investment and portfolio management. It engages senior leadership to set investment directions rather than making specific decisions on projects. This strategic focus allows the member's decision makers to target investments that reflect institutional goals and assign project selection responsibility to the operational managers best equipped to make those judgments.

Gordian's Facilities Assessment & Planning services help you change the conversation and make better investment decisions. Unlike traditional facilities assessments that encourage disjointed project selection, our process builds transparency and constituency by engaging facilities operators and reconciling to institutional mission and finance. A focus on defined outcomes and total institutional engagement enhances the value of capital dollars through smarter appropriations.

As with any capital planning service, the exercise begins with a technical assessment or building inspection process to generate a list of component conditions and deficiencies. Gordian also engages with trades staff and supervisors to make them an integral part of the process from the beginning. But these technical steps are only the start. Real value is only realized when findings can be turned into a strategy and then funded. This is why Gordian separates our process into the technical and the strategic—something that other firms generally leave to you.



Gordian's solutions optimize your limited resources by integrating facilities operations, institutional mission, and finance. To this end, the technical assessment

is followed by three steps designed to assure comprehensiveness of data and successful capital planning:

**Step 1 – Physical Assessment.** Gordian collects existing facilities data and existing studies before performing a visual inspection of facilities to create a comprehensive list of database of facilities needs.

**Step 2 — Integrate with Operations.** Interviews with facilities staff and supervisors allow operator input that increases the accuracy and relevance of database. This critical step also creates “buy-in” among the team that will ultimately be responsible for implementation.

**Step 3 — Tie to Mission and Strategy.** “Not all buildings are created equal.” Developing Building Portfolios allows the formation of unique investment strategies that tie to institutional mission.

**Step 4 — Develop Multi-year Capital Plan.** With portfolios in place, Gordian supports resource allocation and the creation of a capital investment plan. With an understanding of historical spending profiles, we are able to create outcome-based strategies that balance asset preservation with program adaptation.

**Step 5 — Select Projects.** Project selection is a combination of art and science. Gordian allows for both. Investment strategies that tie technical issues to mission and finance reduce the number of politically motivated decisions and allow facilities leaders to create constituency and manage change.

Assessment & Planning methodology presented in this document. The end results of the analysis will be:

- **A full analysis of facilities conditions and deficiencies including the incorporation of any preexisting FCA data within the identified areas.**
- **Recommended actions and schedule for deficiency correction**
- **Cost estimates and budget forecasts**
- **A sortable database and online tool to model investments and update the repository of data**

Beyond this typical scope of work, Gordian will work with the institution to develop a capital plan to reduce backlog and install processes to avoid future deferral. The process will enhance future planning abilities and allow you to better prioritize among the multitude of competing needs.



## The Technical



### Step 1: Physical Assessment

Comprehensive project identification is the cornerstone of the Facilities Assessment & Planning process. Institutions can only plan effectively with a full understanding of present and future needs. To gather technical needs, the Gordian team starts with a review of any pre-existing data. We then move onto master plans and other strategy documents to incorporate mission specific needs or new building plans. Once this initial database has been created, Gordian engineers and facilities professionals conduct walk-through and interviews to complete this foundation for investment planning.

#### Phase 1: Review of Existing Materials

All institutions have a wealth of information that can serve as a basis for initial project list generation and background knowledge for each building. The first step of the Assessment & Planning process is the collection of pre-existing facilities data including any previously complete equipment inventories or FCAs. As part of the initial step, Gordian will:

- **Collect building drawings, previously completed assessments, and projects lists**
- **Convert reports into an initial project database**
- **Codify each project as specified by the institution (Gordian standard system identification is detailed in the sidebar on the next page)**
- **Assign consistent pricing and priority**

This phase will require minimal participation in the form of data collection on the part of institutional personnel. Gordian will be responsible for all data review and incorporation throughout this phase.

Once all equipment inventories and preliminary projects are consolidated in a single platform, common codification and classification will be applied to differentiate the most important campus facilities needs. By arraying projects within these categories, Gordian is able to effectively articulate facilities needs to leadership and begin to build a constituency for action. The classification scheme will remain consistent throughout the entire initiative.

Among the most important projects classifications are:

**Project Category.** The classification of a project as a repair, modernization, or alteration helps to differentiate between a “want” versus a “need.” Common examples would be the addition of an elevator in a building or the upgrade from a 2-pipe heating system to a 4-pipe heating and cooling system. By defining these as modernization issues instead of corrections to existing systems (repairs) the distinction between a “need” and a “want” is accomplished.

**Project Package.** The technical assessment will assign each project to a building or architectural system (HVAC, plumbing, electrical, etc.). During the inventory process, Gordian assigns each project to a broader project package. By initiating planning at a higher level, potential for project integration (i.e. completing window replacements at the same time as building repointing) will create efficiencies among projects that previously would have been isolated from each other. Typical packages are Building Envelope, Building System, Infrastructure, Space Renewal, and Safety/Code.

**Timeframe.** Although it is important to understand the relative priority of work, we have learned that the sequencing of work is more important to aligning financing to project execution. Since financial officers plan for investment horizons, we recommend that each project is assigned a timeframe for action according to when the project should be

**Gordian recommends the following codification scheme to categorize projects within major building systems, however other standards such as UNIFORMAT may be used and customized at the project outset:**

- **Cooling: Building Distribution, Campus Distribution, Generation**
- **Electrical: Building Distribution, Campus Distribution, Fixtures/Lighting, Generation, Secondary Services, Specialties**
- **Exterior Shell: Arch. Features, Exterior Painting, Gutters & Leaders, Opening, Roof, Structural**
- **Grounds: Athletic Fields, Bodies of Water, Drainage/Storm Water, Exterior Safety/Code, Exterior Signage, Fences & Gates, Furnishings, Masonry Structures, Plant Material, Roads & Paths**
- **Heating: Building Distribution, Campus Distribution, Fuel Supply & Management, Generation**
- **HVAC: Air Handling, Building Distribution, Controls, Ductwork, End Use HVAC, Generation, Ventilation, Ceilings**
- **Interior Shell: Doors, Floors, Furnishings and Finishes, Interior Signage, Renovation, Walls**
- **Mechanical: Kitchen Equipment, Pumps/Motors, Specialty Equipment, Vertical Systems**
- **Plumbing: Bathroom Renovations, DHW Generation, Fixtures & Fittings, Primary Service, Pumps/Motors, Specialty Equipment, Supply Piping, Waste Piping**
- **Safety/Code: Abatement, Accessibility, Fire Alarm/Detection, Fire Protection/Egress, Security**

addressed based on age, condition, and need - A is within 3 years, B is 4 to 7 years, and C is 8 to 10 years. This timeframe is separate and distinct from technical priority or remaining useful life. Whereas technical priority is only an assessment of the function of the asset, timeframe takes program need, facilities staff input, and project integration into account.

## **Phase 2: Building Inspections**

Pending the inventory of existing materials, Gordian engineers and professionals will perform building inspections to validate equipment inventories, confirm the locations and quantities of assets. The inspections will include a visual inspection to assess conditions and remaining useful life of components within the selected facilities. Photographs will be used to document exteriors and critical deficiencies as appropriate. The walk-throughs will include:

- **An inventory of building components with cyclical renewal needs tied to the institution's asset inventory if appropriate**
- **A visual inspection of items to determine functionality and expected useful life—not a full code review**
- **A description of each deficiency**
- **Preliminary estimate of cost of replacement and/or remediation**
- **Photographs will be used to document exteriors and critical deficiencies as appropriate**

## **Step 2: Integrate with Operations**

### **Supervisor Interviews**

To harness the vast amount of latent knowledge held by your supervision and trades staff, Gordian will conduct interviews with facilities managers and other knowledgeable individuals. Gordian feels that this step is often the most valuable as it assures data consistency and validity as well as incorporates the input of those who have years of experience within the institution's facilities. Specifically, for the projects identified in the approximately 1.4 million square feet, supervisor meetings help to:

- **Define the relative condition, timeframe, and cost for projects**
- **Confirm that identified projects recommendations are consistent with operational directions**
- **Eliminate overlap and double-counting often present in FCA reports**
- **Validate Gordian's project identification and cost estimation and reconcile with local contracting environment**
- **Obtain operator input regarding the necessary repairs and sequencing**
- **Confirm "buy-in" from those who will ultimately be responsible for implementation**

Supervisor interviews are an iterative process requiring equal involvement of institution and Gordian staff. The time commitment required of institutional staff can vary, ranging from a couple hours to a few days.





### Step 3: Tie to Mission & Strategy

For a CFO or Supervisor, it is difficult to plan based on a technical evaluation alone. It is important to classify each project in a codification scheme that expresses “why” one would do a certain project, not simply “what” needs to be done. Gordian uses the concepts of Building Portfolios and Investment Criteria to tie facilities projects to mission of the institution and define a rationale for project funding. The portfolio process and segmentation of the database is what sets Gordian’s Facilities Assessment & Planning apart from other assessments.

## Develop Building Portfolios

**Not all buildings are created equal**

Developing a portfolio approach will allow for a focused investment approach based on the Institutional Strategic Direction.

WHY?

**Core considerations to the portfolio approach**

- Building Age
- Building Condition
- Building Location
- Institutional focus
- Academic requirements
- Student needs
- Historical Significance
- Safety/Code requirements
- Recruitment/Retention
- Transitional Space
- Adaptive Reuse

HOW?

**Institutional Leaders for buy in and communication**

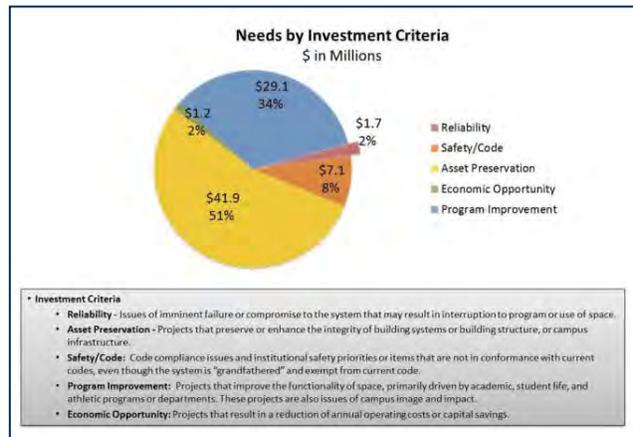
- Institutional Priorities
- Building Needs
- Future Campus Direction

WHO?

Not all buildings are created equal. So why treat them that way? Building Portfolios group buildings as a set of assets with common needs, objectives, and/or attributes. The basis for portfolios can be strategic, functional, programmatic, geographic, any combination of these characteristics, or a multitude of others. The best Building Portfolio plan tends to reflect the institutional priorities and aspirations. Since seldom are resources adequate to meet the needs of the project inventory, we use the Building Portfolios to define areas of emphasis and distribute funding across facilities with a rationale for sequencing investments, rather than reactive requirements. With the guidance from institutional leadership, a plan often evolves which emphasizes greater relative investment to one portfolio over another, a plan that is a reflection of the institution’s goals and objectives. This approach to setting priorities for resource allocation does not suggest that one project is less important than another on an individual basis but rather another project’s “turn” will come further down the road.

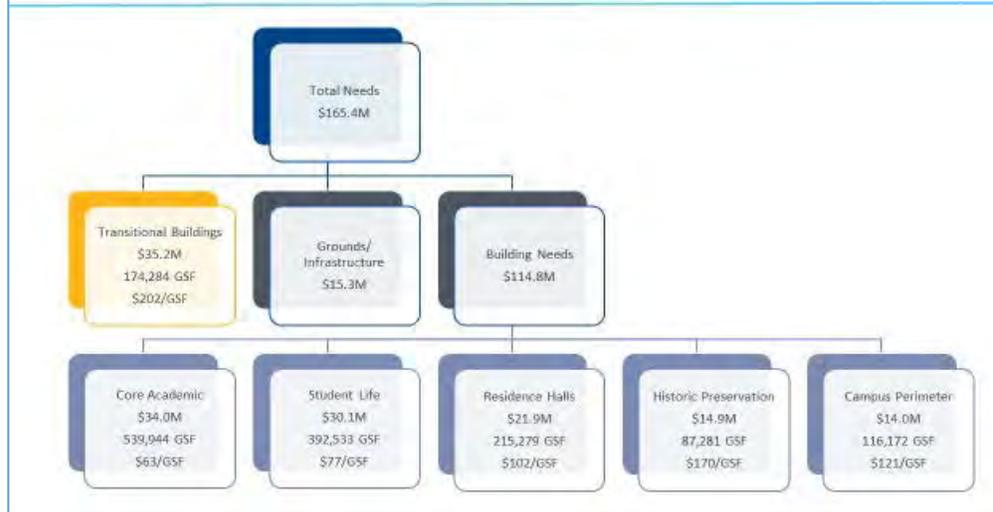
It is one thing to understand the detailed composition of the identified facilities needs. However, it is even more valuable to understand why a particular project is of higher importance/urgency than another. To provide this guidance, Gordian uses *Investment Criteria* to help decision makers understand the importance or impact of a project. Each project is assigned to one of five Investment Criteria: Reliability, Asset Preservation, Safety/Code, Program Improvement, and Economic Opportunity. Specifically:

- **Reliability:** Issues of imminent failure or compromise to the system that may result in interruption to program or use of space.
- **Asset Preservation:** Projects that preserve or enhance the integrity of building systems or building structure, or campus infrastructure.
- **Safety/Code:** Code compliance issues and institutional safety priorities or items that are not in conformance with current codes, even though the system is “grandfathered” and exempt from current code.
- **Program Improvement:** Projects that improve the functionality of space, primarily driven by academic, student life, and athletic programs or departments. These projects are also issues of campus image and impact.
- **Economic Opportunity:** Projects that result in a reduction of annual operating costs or capital savings.



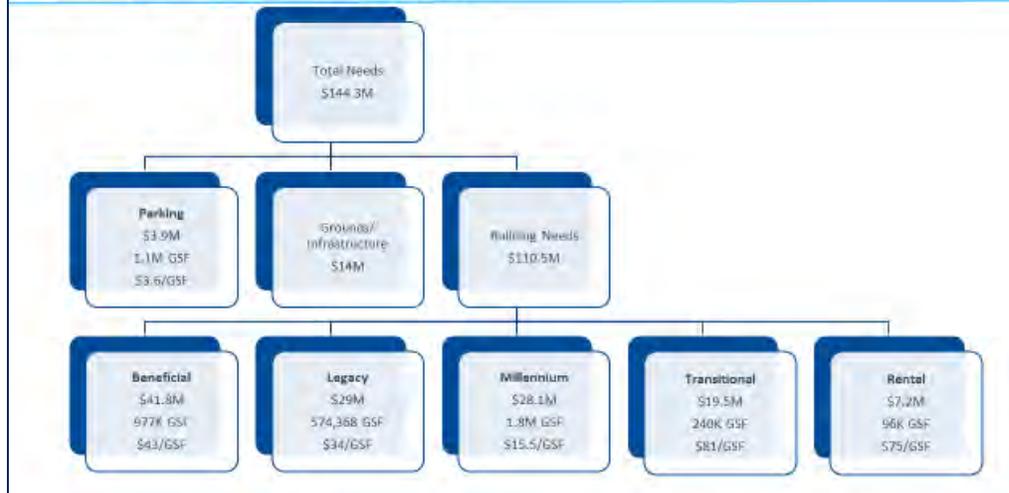
Utilizing Building Portfolios allows an institution’s leaders to set forth a capital strategy the supports mission. Below are several examples of different ways portfolios have been used.

### Example #1: Functional Portfolios

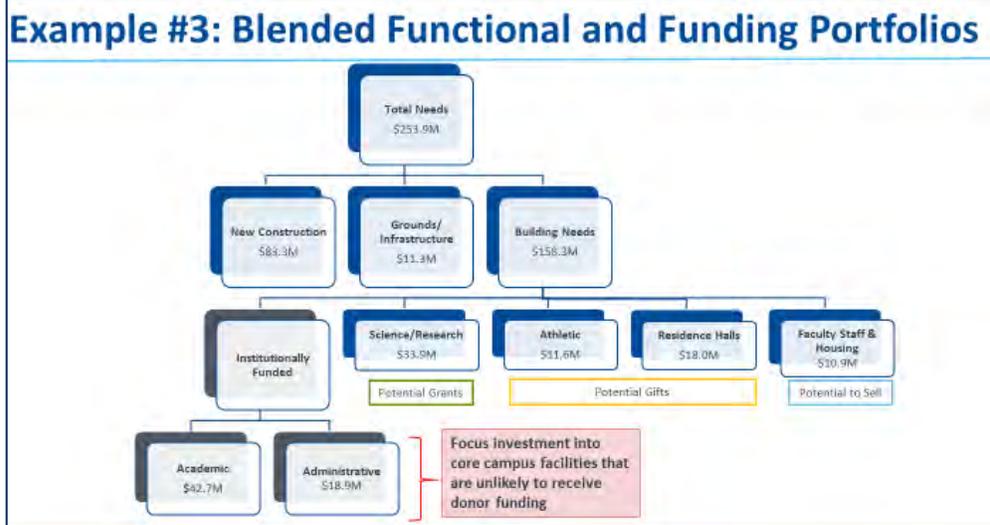


Example 1. A campus used simple Building Portfolios to first exclude "transitional" facilities, but to then segment need and investment across campus geographically

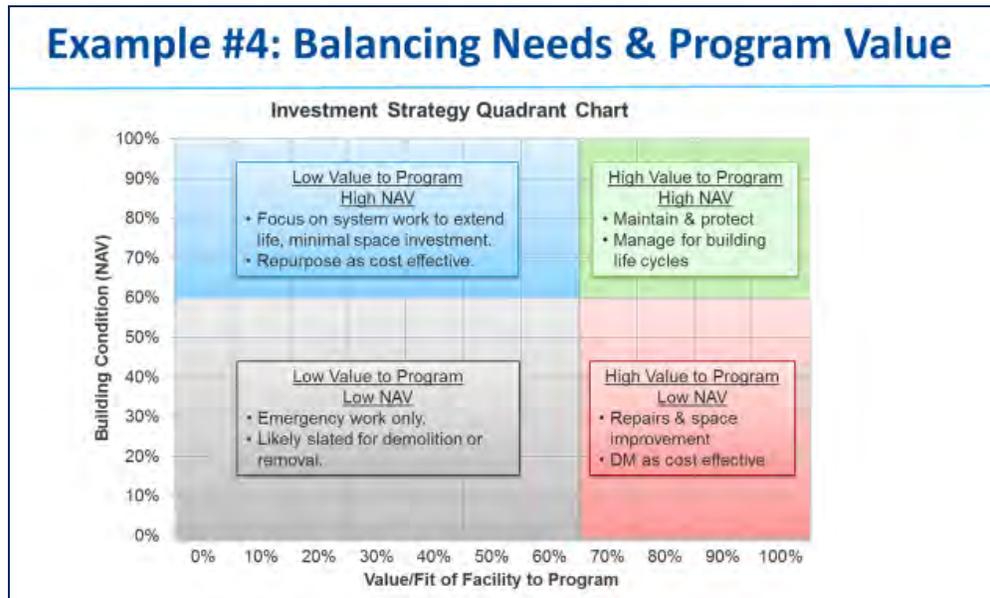
### Example #2: Longevity



Example 2. This institution groups facilities into portfolios by era of construction, with new showcase facilities receiving different investment than "legacy" or "transitional" facilities.



Example 3. Portfolios used to identify needs but also target specific funding sources for investments.



Example 4. Facilities condition and program fit used to determine portfolios that define facility future.



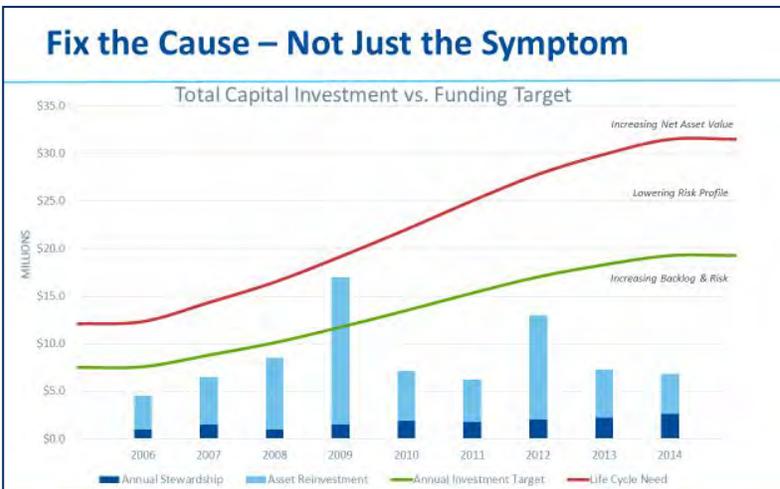
**Step 3: Develop a Multi-Year Financial Plan**

Gordian’s Building Portfolio Analysis starts rather than ends with the traditional deferred maintenance assessment. The art in the effective facility planning process is in defining a plan that is credible, affordable and actionable. To accomplish this, Gordian engages institutional leadership to explain how the backlog came to exist, tie project needs to mission and investment drivers, and develop multi-year funding plans based on mission driven outcomes for specific groups of buildings.

**Understand the Cause**

Since the primary goal of universities is education, facilities should not be perfectly maintained and backlogs should exist. The key is to define the backlog threshold that effectively manages facility risk.

The first step in backlog phase-out planning is to understand the cause, not just the symptom, of why a backlog exists. Gordian is not only able to communicate the size of the need, but we can explain how this need



came to exist. An analysis of historical annual stewardship, capital investment, and maintenance deferral will help to define an effective program—a program that slows the rate of backlog accumulation and catches up on the historic backlog of needs. Without this focus, the institution will quickly erode gains made by capital infusions.

For context, benchmarking the capital investment history for peer institutions is often instructive as to how others have either improved or deteriorated their position on capital needs. The flexibility in peer group selection allows for comparison across the full geographic spectrum of the United States for a range of institution types. Selecting comparisons based on campus program, wealth, backlog profile, and annual investment will likely provide perspective as to the long term profile objectives your campus may wish to adopt.

### Define the Outcome

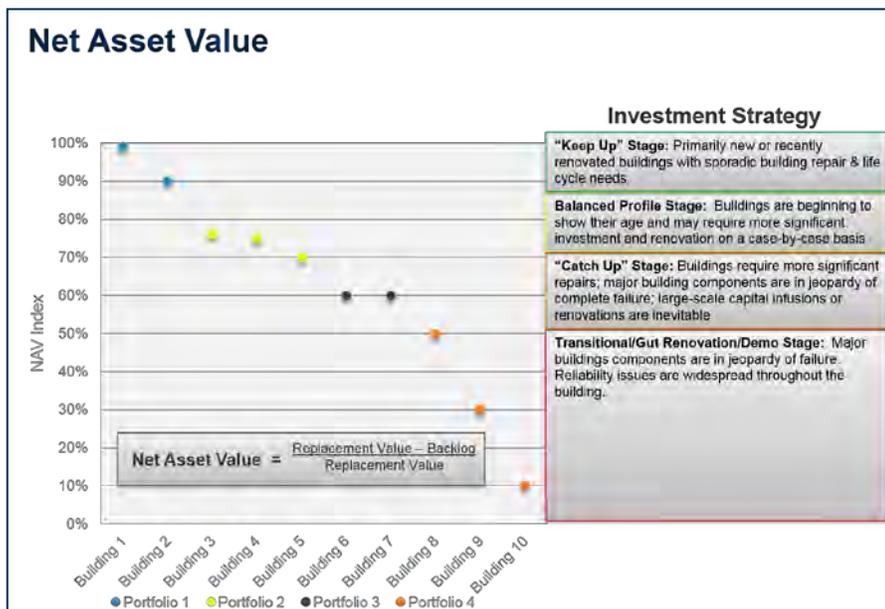
In combination, we find that the grouping of projects within the categories outlined above is quite instructional in defining investment priorities. The most important contribution of this analysis is that the need can be communicated to and understood by all constituents at the institution. By tying the raw project data to mission and objectives, one can effectively make the case for facilities funding.

At this point, the temptation is to begin picking projects to build a capital plan from the bottom up. However, this approach tends to skew institutional priorities rather than to clarify them. Senior officers should set policy directions and outcome expectations rather than advocating for specific projects—a process that generally favors space and program driven projects rather than asset preservation or reliability.

In Gordian’s process, the question becomes “what is the outcome?” When this question is asked for each Building Portfolio, we establish an investment strategy for each group of buildings. If portfolios are properly defined and projects are properly catalogued by investment criteria, the answer will reflect a balance between institutional mission and physical plant needs.

Gordian uses Net Asset Value (NAV) as one tool to help define outcomes by portfolio. The NAV is calculated by the replacement value less the total project need for the building divided by the replacement value. Now equipped with NAV data by portfolio (and by building), Gordian can work with the institution’s senior leadership to establish acceptable condition levels by portfolio.

**Remember that not all buildings are created equal. Is there a group of buildings that should receive a higher standard of care? Perhaps there are recent investments to preserve or programs that should be supported. On the other side, perhaps there are buildings that are deemed transitional that should not receive funding. Using the NAV or FCI as a guide, portfolio-specific goals should be set in order to begin informed budgeting.**





**Step 4: Project Selection**

Now that an investment plan by Portfolio has been established, we can begin the process of deciding which projects to accomplish and in what sequence. This is an iterative process guided by the multiyear plan. We understand that annually priorities shift and that the project selection may vary as a result of the evolving issues. Nonetheless, the annual plans should adjust to remain consistent to established multiyear outcomes set by portfolio.

**Project selection is a combination of art and science. Technical issues of priority and reliability dictate the science. Program, funding and the political environment dictate the art.**

Gordian navigates this balance by its use of the investment criteria. Using this classification as a guide, projects of similar type compete against each other for funding. For example, program-driven projects do not compete against Reliability or Asset Preservation. In most cases the highest priority issues and the lowest priority issues are easily identified. Therefore, our process then shifts to the selection of projects in the middle or “grey” area. Gordian will work with the institution to assign a custom scoring methodology to rank projects. This effectively breaks ties for the mid-range priorities. These scores are based on the overall need of the building, the importance of investment criteria and timeframe, and can be customized to fit specific needs of each institution. For example, at an institution that wishes to stress fire protection and ADA compliance, Safety/Code projects can be given a higher score relative to others. A sample scoring scheme is shown here.



**Deliverables**

Gordian deliverables are designed to effectively communicate findings to build constituency in the campus community and integrate with existing facilities management systems.

## **Communication**

Gordian will conduct three presentations of the facilities assessment. The first will serve to qualify the data and initiate the Building Portfolio planning process. The second presentation will be a preliminary session given to those who participated in the effort to validate findings and identify questions with data collection and/or analysis. The final presentation can be given to senior institutional leadership (e.g. CFO, President, Cabinet, Board of Trustees) or the appropriate audience at your institution. Presentations will be available in PowerPoint format.

The preliminary and final presentations will:

- **Provide context of historical funding levels and detail how the backlog came to exist**
- **Give a summary level overview of facilities needs highlighting key strategic issues**
- **Summarize Gordian's recommendation for a facilities reinvestment plan that ties to mission and available funding**

## **Project List**

Deliverables will include a facilities project list to be supplied in Excel format and/or integrated with the software tool to be described in the following section. The project list will:

- **Incorporate pre-existing FCA data**
- **Include a list of observed deficiencies categorized as instructed by the institution with estimated costs**
- **Itemize projects by system and timeframe sequence and be sortable by any field listed**
- **Include estimated replacement value and NAV**
- **Provide a recommended ten year project plan by investment criteria that ties to mission, operations, and finance**

## **Assessment Software**

Gordian partners with 4Tell™ Solutions to provide best-in-class facilities assessment and capital planning software to our clients. With 4tell's Asset Lifecycle Platform you can implement full lifecycle capital asset performance management by creating a comprehensive, centralized data repository and enterprise knowledge base. 4Tell provides the proven software, methodology, tools, and processes that align with industry standards and best practices. Users will be able to compile and leverage shared capital asset data.

Gordian will integrate all assessment data into 4Tell's Asset Lifecycle Platform and data is editable by our team or institutional users. Below, please find specifics regarding how 4Tell's solutions meet enhance Gordian's process.

## **Portfolio Management**

- **Business Intelligence Dashboards**



- **Portfolio Hierarchy with Standard / Configurable Fields**
- **Building Classifications**
- **Cost Replacement Value (CRV)**
- **GPS Coordinate Fields**
- **Data Import / Export Templates**

#### **Asset Management**

- **Uniformat Hierarchy with Lifecycle Standards - ASTM E1557-97 Uniformat II**
- **Supports Omniclass, CSI, BCIS and other Classification Standards**
- **Facilitated Mobile Data Collection**
- **Asset Classification & Templates**
- **Configurable Asset Condition Ratings**
- **Digital Images with GPS Coordinates**
- **Asset Bar Coding & Tagging**
- **GPS Location Tracking**

#### **Reporting and Analysis**

- **Capital Asset Reports**
- **Standard Dashboard Views**
- **Ad-Hoc Queries & Custom View**
- **Possible language below for loading of CMMS data**

4tell's Connectivity Solutions provide the technical capabilities to seamlessly share data with legacy applications, point solutions, and standalone data silos. This allows powerful analytics to transform this data into valuable insights and informed decisions. Built to interface with external and enterprise technologies, 4tell easily exchanges relevant data with other systems, apps, and databases and offers connectivity through API Web Services and pre-packed IWMS/CMMS integrations.

#### **Cost Estimating and Forecasting**

4tell's Capital Investment Strategy (CIS) module provides a clear understanding of the current state of your capital assets including detailed records of all key historical information. A properly defined capital investment strategy will result in maximum achievement of business goals and objectives. Multiple needs are competing for the same funding and demonstrating the ability to defend and justify capital investment decisions can be critical to the success or failure of your capital asset portfolio. This tool enables you to be transparent and accountable to all stakeholders.

4tell's Capital Investment Strategy module uses powerful analytics and business Intelligence for comprehensive reporting and dashboard views. By empowering



informed decision making, Capital Investment Strategies can be developed to align with your organization's financial, energy, environmental, social, and sustainability business goals.

Features Include:

- **Capital Investment Planning & Analysis**
- **Prioritization Model with Adjustable Factors**
- **Configurable Project/Plan Types**
- **Industry Cost Library**
- **Project Planning, Forecasting & Budgeting**
- **Project Tracking & Closeout**
- **Document Repository**
- **Capital Investment Strategy Reports**
- **Training and Tech Support Requirements**

4Tell understands that proper training will result in a better overall experience for clients and offer a combination of self-learning online training to allow the users to work at their own speed and then a classroom-based workshop to ensure understanding while working on real institution needs.

4tell will initially provide access to an online Learning Management System with tailored training for specific user roles and needs including:

- **Mobile data collection/updating process**
- **Reporting and Analysis**
- **Budget Planning**
- **Asset Lifecycle**

Subsequent to this online introduction, 4tell will deliver a role-based classroom workshop for 10 individuals to include all aspects of the process and program. Ongoing technical support is included for the term of the agreement.



Week #	Component	Onsite/Offsite
<b>3 week hold</b>	Pre-Weeks, Kick-Off Presentation	Offsite
<b>1</b>	Building Walk-Throughs*	Onsite
<b>2-4</b>	Data Processing	Offsite
<b>5</b>	Supervisor Interviews*	Onsite
<b>6-7</b>	Data Processing	Offsite
<b>8</b>	Qualification Presentation(s)*	Onsite
<b>9</b>	FLEX WEEK	
<b>10-11</b>	Data Revisions	Offsite
<b>12</b>	Qualification Presentation 2/Development of Bldg. Portfolios*	Onsite
<b>13</b>	Data Cleanup/Development of Bldg. Portfolios	Offsite
<b>14</b>	FLEX WEEK	
<b>15</b>	Data Cleanup/Development of Bldg. Portfolios	Offsite
<b>16</b>	Preliminary Presentation*	Onsite
<b>17</b>	Data Refinement	Offsite
<b>18</b>	FLEX WEEK	
<b>19</b>	Final Presentation*	Onsite
<b>20</b>	Follow Up	Offsite



### Optional Step: Annual Update and Backlog Tracking

Since no public agency can ever fully fund the capital investment identified by this analysis, the best measure of a program's success is the approval of the second, third, or later requests for funding. Credibility grows when all Member constituents agree that the program goals are attained and promises kept. With credibility comes constituent support. With constituent support, funding continues. Key to building this credibility is the ability to measure performance, illustrate success, and demonstrate how actions are taken to manage changing priorities. Gordian's approach to performance measurement is multi-faceted and includes the following:

- The documentation of projects completed since plan approval
- The further selection of projects which results from a subsequent year in the multi-year plan
- The document of improved stewardship investment to preserve assets once renewed
- Operational improvements that result from proper project targeting
- Targeting projects that realize operational savings that can fund further stewardship investments
- Improvement in constituent satisfaction

As part of both the initial plan development and the annual update, Gordian will identify areas where the project identification may need to be strengthened. In many cases, the Member has a few options: they can have Gordian provide the additional support to improve the project selection; they may wish to do the work themselves; or they may want to retain a third party. We recommend that the selected option follows the project inventory codification structure and process that we outline in the Building Portfolio.

Gordian suggests an annual update process that independently confirms performance and demonstrates progress towards the attainment of goals. An additional benefit of this annual support is the discipline to quantify performance to the multiyear plan, to assure rigor in the project selection process, and to add value through discussions with professionals that bring an added perspective from actions at other peer institutions. If the Member chooses, ongoing annual support would include:

- Annual documentation of projects completed, their cost, and impact to the phase out plan
- Measurement of performance to defined targets and report progress
- Documenting and updating the project inventory for any "new" projects
- Support of the annual project selection process
- Amendment of the multi-year project plan

- Creation of an annual program document
- Trustee quality presentation

Since the annual support beyond Year 1 of the Facility Assessment & Planning service does not require the same initial assessment, it can be procured at a lesser cost than the initial service provided in Year 1. See the pricing section for additional information.

The inclusion of Gordian's Facility Assessment & Planning solution in a contract between NJPA and Gordian will enable NJPA Members to procure this valuable solution directly from Gordian via piggyback of the NJPA contract.





## FACILITIES BENCHMARKING & ANALYSIS

Facility Benchmarking & Analysis is the newly developed, cutting-edge planning model that helps institutions enhance their strategic decision making around facilities planning and investments. This new offering, which improves upon the original proprietary Return on Physical Assets (ROPA) process, is a three-phase process that includes analyzing data, identifying trends and benchmarking to peers.

### Phase One: Discovery

Discovery is Gordian's annual data collection and analysis process. We utilize a common vocabulary to take the discussion from the boiler room to the board room, accurate data collection, and apples-to-apples comparisons of peer data.

- Annual Membership to our Sightlines web-portal includes unlimited access for five users and member support.
  - Access to historical data
  - Customized peer benchmarking
  - Member-only educational offerings
- Gordian's QVQ Process for the collection and validation of facilities data
  - Five years of data collection in the areas of Annual Stewardship, Asset Reinvestment, and Operations Effectiveness
  - Customer Service Evaluation
  - Data qualification meeting
  - Two presentations – preliminary and final

### Phase Two: Discovery + Prediction

Phase Two of the proprietary ROPA process includes an annual update of our Discovery process as well as tools to predict future capital requirements and to create custom operational targets.

- Discovery Process Annual Update
  - Membership in our Sightlines web-portal
  - QVQ Process for single year of facilities data in the areas of Annual Stewardship, Asset Reinvestment, and Operations Effectiveness
  - Customer Service Evaluation

- Data Qualification Meeting
- Tools that:
  - Predict capital investment needs based upon providing life cycle needs added to project backlog demands. Together this presents a profile of investment needs, the alignment of these needs to funding, and, therefore, the facility risk factors. Managing/mitigating these risk factors is a significant outcome of the capital prediction models.
  - Identify financial and operational opportunities that release savings to reallocate resources to stewardship, planned maintenance or other priorities.
- Final presentation of findings

#### Phase Three: Discovery + Prediction + Performance

Adding the Performance Measurement in Phase Three provides a means of measuring progress towards defined targets and rebalancing the plan.

- Annual Update of Discovery Process as outlined in Phase Two
- Update of predictive tools as outlined in Phase Two
- Review progress towards goals and identify factors influencing deviation
- Rebalancing the facility strategic plan to revise goals and objectives as needed.
- Final presentation of findings

#### Sightlines' Member Portal

##### **It's time to get more from your data.**

For more than a decade, the Sightlines Member Portal has put our members' facilities data at their fingertips. Now, drawing on input from institutions across the country, we've developed new and improved tools and features to give decision-makers richer, more actionable insight on their facilities. With the powerful new Member Portal, all Sightlines members get more from the tools and resources they depend on.





**More Access**

With the Sightlines Member Portal, your facilities data is only one click away. You can easily create customized dashboards featuring the metrics most important to you, and benchmark against your peers. Need to upload base data or download deliverables? No problem.

**More Context**

Go beyond benchmarking for more ways to understand your institution. The Member Story feature presents Gordian’s key findings as an easy to digest narrative, and shareable dashboards and benchmarks enable collaboration across your physical assets. Your core facilities data is always available in the enhanced Member Profile section.

**More Support**

Connecting with the Gordian team is effortless with the Member Portal. Get in touch with us and share any of your information online. Plus, stay informed with live notifications of updates to your data.

## Members Portal Benefits

### More Foresight

Facility Benchmarking & Analysis empowers you to make informed plans for the years ahead. Leverage powerful predictive analytics to anticipate facilities' lifecycles, generate granular lifecycle benchmarks, and accurately track performance.

### More Control

Get the right insight, right now. Customize your benchmarks from any field in our extensive database of facilities metrics, with data drawn from over 350 institutions, representing 1.2 billion gross square feet.

### More Data

Go deeper for an even more detailed story, drilling down into highly granular datasets and measuring progress toward key goals with rich year-to-year data.

## Typical Schedule

Below is a typical schedule for the initial year of our Facility Benchmarking & Analysis solution. Our proprietary ROPA process takes you from data to discovery in 15-18 weeks depending on institutional schedules, facilities staff availability, data complexity, and presentation milestones. Upon issuance of a purchase order for the Facility Benchmarking & Analysis solution, we will contact the Member to formalize our service schedule.

Milestones	Location	Weeks 1 & 2	Week 3	Week 4-6	Weeks 7 & 8	Week 9 & 10	Weeks 11-13	Based on your schedule
Base Data Collection Process	Offsite	Review data needs, collect data, process data						
Kickoff Meeting & Campus Visit	Onsite		2-3 day campus					
Data Analysis/Processing	Offsite			3-4 week data processing/questions				
Data Qualification Presentation	Onsite or Web Meeting				2-3 hour meeting			
Data Revisions	Offsite					2 week data revision		
Preliminary Presentation	Onsite						1-2 hour presentation	
Presentation Modifications	Offsite							1 week finalize data
Final Presentation	Onsite							1 hour presentation

Onsite  
 Offsite

Our Facility Benchmarking & Analysis solution is a multi-faceted data collection and analysis tool designed to be updated and reviewed annually, and we recommend an initial three (3) year agreement to ensure your institution receives the full benefit of this solution.



The inclusion of the Facility Benchmarking & Analysis solution in a contract between NJPA and Gordian will enable NJPA Members to procure this valuable solution directly from Gordian via piggyback of the NJPA contract.





Gordian recognizes that, while the ROPA+ process, products and services brings significant value to all institutions, the concerns of smaller institutions are different. While these smaller institutions may not own a large number of buildings, facilities investment levels remain of primary importance.

- How much should be invested in facilities each year?
- Have historical investment levels been appropriate?
- How has my institution performed relative to my peers?
- How can my team manage facilities risks in the most effective manner?
- How do I demonstrate a credible, medium and long term capital investment plan to institutional leadership?

That's why we offer our Small Campus Solutions. This service will provide a facilities investment analysis that will enable you to make better data-driven decisions about capital expenditures as well as present a credible long-term strategy to senior leadership.

Gordian's annually updated Small Campus Solutions is composed of three interrelated processes:

- During the **Discovery** process, Gordian measures and benchmarks historical facilities investments. We create awareness of core concepts, such as annual stewardship and asset reinvestment, and highlight areas of strength and opportunity.
- Through **Prediction**, Gordian is able to use your facilities profile to forecast upcoming facilities needs and generate investment plans that effectively mitigate risk.
- **Performance** measurement allows us to continuously measure improvement as you become a "best practice" institution.

Specifically, the Gordian team will help your institution:

- **Embark on Discovery, by:**
  - Using our rigorous QVQ Process (Quantify, Verify, Qualify) for the collection and validation of facilities data
  - Gathering five years of historical data in the areas of Space, Annual Stewardship and Asset Reinvestment
  - Working with your personnel to qualify the collected data



- **Predict Capital Needs, by:**
  - Accessing our online Capital Renewal<sup>SM</sup> tool
  - Predicting capital investment based on upcoming life cycle needs added to project backlog demands. When combined this presents a more complete profile of investment needs, the alignment of these needs to funding, and, therefore, the facility risk factors. Managing/mitigating these risk factors is a significant outcome of the capital prediction models.
  - Identifying financial opportunities that release savings to reallocate resources to stewardship, planned maintenance or other priorities.
  
- **Monitor Performance, by:**
  - Reviewing progress towards goals and identifying factors influencing deviation
  - Rebalancing the facility strategic plan to revise goals and objectives as needed.
  
- **Make the case to key decision makers through an onsite presentation**

As with ROPA+, our Small Campus Solutions service is a multi-faceted data collection and analysis tool designed to be updated and reviewed annually, and we recommend an initial three (3) year agreement to ensure your institution receives the full benefit of this solution.

The inclusion of Small Campus Solutions in a contract between NJPA and Gordian will enable NJPA Members to procure this valuable solution directly from Gordian via piggyback of the NJPA contract.





## SPACE UTILIZATION

Over the past three decades, curriculums have been modified, student enrollments have changed, and teaching methods have evolved to embrace new technologies. Unfortunately, campus teaching environments often fall to keep pace. Giving the pace of change, even newer spaces often require renovation after a few short years of occupancy.

Using our Space Utilization Solutions — coupled with our annual Facilities Benchmarking & Analysis solution — our clients have successfully instituted scheduling changes, further monetized campus space and even “found” space without having to build new.

The three primary components of Space Utilization Solutions are:

- A field assessment of each classroom and its components, including technology;
- A utilization analysis documenting room and position use, and best practices on your campus;
- A review of institutional scheduling policy to highlight opportunities for improvement

Based on our past performance providing this service to other campuses nationwide, Gordian is uniquely qualified to offer actionable space analysis tools to your leadership.

### Overview

Gordian has tremendous capabilities to support this process and have completed similar studies for institutions across the country. The services proposed combines academic space profiling, classroom and lab utilization assessment, and facility condition and modernization assessments into a single planning effort that can guide space planning and capital investment issues.

Gordian's vision to fulfill your request is an assessment that creates the building blocks that when provided to designers and constructors will direct efforts to reach a successful outcome. Like LEGO® blocks rather than puzzles, the campus needs to define the “core” space planning building blocks. Given that there is no clear definition of an “outcome,” these LEGO® blocks will be assembled into numerous shapes each one defined by program, enrollment, financial and facility constraints. Our goal is to segregate these LEGO® building blocks for the institution so that this analysis will productively support planning efforts this year and for years to come.

Campus leaders, when planning for facilities, feel pressures to “fill” spaces, “fix” spaces, and “finance” spaces. Gordian, through its analytical capacity, financial

acumen, and benchmarking capability will work to separate “fact” from “fiction” in each of these areas. Through our work, our clients have cited countless examples of how the “fiction” is dispelled. Our work dispels fiction by defining current campus conditions and trends. These trends create information that will define the capacities of current space and the need for new space on the campus. Then, by benchmarking to similar peer institutions, Gordian can bring a context that to the information gained through our analysis, providing each client with the knowledge to take action. Actions can be taken with confidence that a desired outcome will be attained.

Gordian has significant experience in higher education and, in its analytical and benchmarking products, currently serves more than 350 campuses nationwide. This clientele receive benchmarking and analytical services annually. In addition Gordian's strategic planning services have helped over 100 colleges and universities to develop and implement strategic plans that are programmatically sensitive, realistic, and affordable. We take great pride that each and every client receives value that is multiples of our professional fees.

Gordian's Space Utilization solution includes the following assessments:

1. **Classroom Utilization** — Documentation of existing space utilization both by room and position (chair) use. In addition document the space condition and its success in supporting program (mediation, computer integration, seating, shading, etc.).
2. **Classroom Condition Assessment** — Documentation of the components in each room, how these components work effectively to support program, and how these components should be modernized in future capital investment plans.
3. **Institutional Scheduling Policy Review** — In every campus there are idiosyncrasies in programs and between departments that over time incrementally fragment space scheduling and utilization. Some of these policies are intentional and some are not. Some of these policies are desirable and logical in support of campus program and some are not. Gordian will define these issues and support a discussion of these policy attributes, potential issues, and options for change.
4. **Benchmarking** — By documenting best practices nationally for classrooms, NJPA's higher education members will be equipped to define an outcome that best fits the program vision and financial capabilities of the institution.
5. **Adaptive Reuse** — Although not articulated in most requests for service, we have found that these space assessments often suggest the renovation and or the creation of new space. We have also discovered that campuses can attain a more effective outcome by considering the re-use of a space for an alternative function. Building a new lab building and converting the old lab to housing for example is an adaptive reuse that reaches program goals for far less resources than building two new facilities



## Strategic Approach

There is one imperative in managing university facilities — Programs Change Over Time. Teaching methods constantly evolve, but the living and learning environment seldom keeps pace. We have seen new spaces require renovation just after building occupancy to respond to the change in program needs over the timeframe of building design through construction. Such rapid functional obsolescence creates great pressures upon capital budgets. Spaces “churn” well before their physical lifecycle while building envelopes and mechanical systems reach lifecycle expectations. Our perspective as a firm has evolved from the operations and management of universities. Our perspective also has evolved from the fact that Gordian does not design, sell equipment or operate facilities. These are facts that influence our recommended facilities investments to define the best approach for your campus.

Although it is impossible to accurately forecast space changes five or more years in the future, there are methods to understand why spaces are functioning effectively or not. Gordian believes that an understanding of the utilization rates, the space use, and the instruction methods are key. It is important to understand the current success factors, but it is also important to create a context by understanding success factors at other campuses. Good ideas occur in public and private universities, large and small campuses, and residential and commuting campuses. Gordian’s experience at diverse campuses provides wonderful examples of what is working. These examples have been used throughout our consulting work. Our work with these institutions has defined best practices in undergraduate laboratories, has identified exciting approaches to classrooms, and has documented the latest approaches to student life spaces.

Gordian’s approach is not to instruct our client as to the best approach but rather to facilitate a discovery process that supports the process of strategic planning through industry best practices.

## Scope of Work

### Core Data Assembly

The following scope of work articulates Gordian’s services to quantify the classroom spaces, their size and components, to document the physical condition of the spaces and to measure the utilization of spaces campus wide. To meet these objectives, a baseline must be developed to assess existing conditions, array needs to evaluate and balance priorities, and track actions over time against desired long-range outcomes. To provide the best information quickly and to ensure useful deliverables at each phase of the process, this proposal suggests that the institution adopt a sequenced program to first understand the space — its configuration, and condition. This data will be instrumental in identifying the coordination between repair, upgrade, and utilization goals that often defines opportunities to optimize capital investment. This scope of work will be modified based upon a final count of spaces to be reviewed.

#### 1. Document Building Size, Configuration, and Layout

- Quantify the square footage of each building.

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

## 2. Document Academic Space Conditions

- Quantify the academic classroom spaces as to size, components and condition. Gordian will provide you with this inventory that can be analyzed by individual building, room type, specific room, time of day, or day of the week.
- Collect, review, and qualify scheduling data for the most recent semesters.

Hold discussions with students and faculty regarding impressions of academic space on campus.

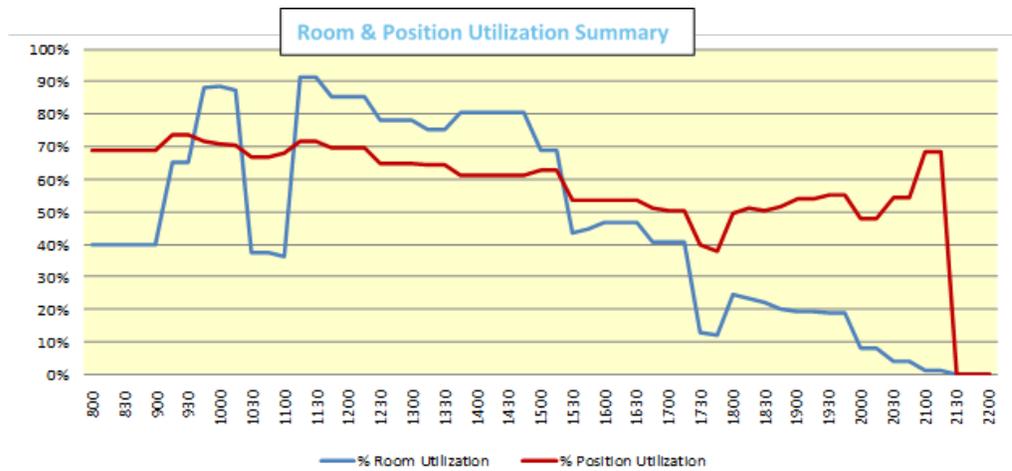
### Program Assessment

This scope of work articulates Gordian's services to quantify the campus space usage, utilization rates and satisfaction with the academic, residential and student life spaces.

## 1. Classrooms & Labs

- Complete a detailed review of the classroom and lab schedules for four semesters.
- Identify the utilization of each room by comparing the schedule of room usage to the available times the room is available to be scheduled.
- Identify the position utilization by quantifying the numbers of people in the class as compared to the room's capacity.
- The room and position utilization will illustrate potential needs for reconfiguration of existing spaces. Such a reconfiguration is important to reconcile with the repair / upgrade plans for space.
- Document the space condition and its success in supporting program (mediation, computer integration, seating, shading, etc.)





## 2. Campus Interviews

- Interviews with student, faculty, and administrative focus groups are needed to define use profiles and the unidentified uses of spaces.
- We propose that there will be four academic focus group discussions.
- The room and position utilization will illustrate potential needs for reconfiguration of existing spaces. Such a reconfiguration is important to reconcile with the repair / upgrade plans for space.

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

### Benchmarking and Best Practice Review

Given that Gordian's annual Facilities Benchmarking & Analysis service base exceeds 335 campuses (and our overall higher education client base is over 450 institutions), our capacity to benchmark best practices is unprecedented. This benchmarking effort will include at a minimum:

- The mix of campus spaces for campuses of similar student population and residential mix.
- Campus space density – the number of people opening and closing doors compared to peers.
- The grounds density – buildings per acre.
- Number of buildings per million square feet – An indicator of building size and efficiency.
- Profile of academic room types to class size and to peer campuses.

## Options Definition and Modeling

The goal of our work is to provide the tools for higher education clients to define realistic outcomes in its space planning. To accomplish this we firmly believe in the following paradigm:

<b>Data</b>	Collection of qualified data consistently codified and organized.
<b>Information</b>	By defining data trends over time and in comparison to other similar areas at the institution, information is created that separates fact from fiction.
<b>Knowledge</b>	Through benchmarking to peer campuses and best practices nationally, the trends identified on campus are placed in context. Often far different directions are taken as a result of this analysis.
<b>Action</b>	Using an interactive modeling tool, the Institution will be able to model scenarios of changing campus populations, changing financial conditions, and changing space profiles.



Therefore, equipped with accurate data, qualified information and solid knowledge, we believe that a vision of the institution's future campus can be defined. ***This vision will be statistical and financial in nature — not architectural. This is an important part of our work as it provides the independent assessment of space that brings key facts to master planners and architectural firms to identify footprints and building profiles.*** Our approach, though, quickly and accurately provides the programmatic specifications for the architects and planners to perform far more effectively. At a minimum, Gordian's work outcome will:

- Correlate existing academic program review information with the existing classroom physical profile and utilization to define key attributes for successful teaching environments.
- Analyze the classroom needs based upon current program and provide models to forecast the impact of enrollment changes.

- Analyze where capital efficiencies are obtained to meeting academic space needs — through renovation, additions, new construction, or adaptive reuse of space.
- Define order of magnitude capital and operating costs for investment options defined.
- Correlate changes in space to the institution's wealth profile to indicate, over the long term, the implications of facility overhead to the current / forecast campus financial profile.

This vision should provide the ability to develop a future scenario, define the variances to the existing conditions, and detail the probable range of financial implications of the actions. Having implemented such tools for over one hundred institutions, Gordian has the experience and knowledge to assure success of implementation over the long term. Gordian takes great pride in understanding the institutional financial pressures and customizing solutions that are financially realistic, operationally sound, and sustainable over time.





## SUSTAINABILITY BENCHMARKING & ANALYSIS

Sustainability is a defining issue within higher education, and you know that investments towards more sustainable facilities and campus operations require long-term planning and coordination across the institution. Unfortunately, the measurement process can present a number of internal and external challenges.

Thankfully, Gordian understands these challenges and has solutions. We can help:

- Document and qualify greenhouse gas inventory and other metrics easily and effectively;
- Create benchmarks for comparison against peers and best in class institutions;
- Benchmark performance and uncover opportunities for change, improvement and savings;
- Connect facilities investments to sustainability outcomes;
- Make strategic recommendations on how to progress towards carbon neutrality, and
- Establish traction with senior leadership and the community.

### Scope of Work

#### Service Design

Gordian has been active in the higher education sustainability community since 2007. Our collaboration with Clean Air – Cool Planet led to the initial version of our service intended to help institutions satisfy the early requirements of Second Nature's Climate Commitment. Since then we have completed over 500 greenhouse gas inventories and been a frequent contributor of content to numerous green publications, conferences, and other media.

#### Our QVQ Process:

To ensure the highest level of quality and consistency in our data collection, we:

- Collect data on site using our staff
- Use standard templates to gather valid comparative information
- Create a five-year performance trend for all data
- Correlate performance metrics and logical data relationships to establish confidence
- Qualify the data via presentation to key institutional personnel

Today, our Sustainability Benchmarking & Analysis is more than just a greenhouse gas inventory. Gordian independently validates sustainability performance and supports our members as they create and expand their climate programs. Working with our members, we make strategic recommendations to enhance environmental stewardship, connect sustainability to other campus investments, and help communicate plans to various constituencies on campus. Sustainability Benchmarking & Analysis provides institutions with accurate and verified information regarding their green programs as well as the ability to benchmark their performance with over 50 other member institutions through our Member Portal.

Gordian uses SiMAP (Sustainability Indicator Management & Analysis Platform), developed by the Sustainability Institute at the University of New Hampshire, formerly Clean Air-Cool Planet, to quantify and track greenhouse gas emissions. This tool provides a credible and replicable base for measurement and comparison. When combined with Gordian's proven data collection and qualification tools, SiMAP can assure consistency and comparability in measurement. Additionally, since it is the most accepted tool within higher education, Gordian's Sustainability Solutions support clients as they fulfill the quantitative requirements of Second Nature's Carbon Commitment and AASHE STARS, which recognize SiMAP as their preferred methodology and baseline for measuring future greenhouse gas reductions.

#### Data Collection Process

The initial process performed at each institution involves the collection of five years of data (a historic review of four years plus the current year's data) to allow evaluation of trends and to assure accuracy moving forward. Each year following, data collection is performed for the recently completed fiscal year.

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

#### What do we measure?

**Scope 1:** Primarily composed of fossil fuel combustion for heating, cooling and other power generation; also fertilizer, campus vehicle fleets, refrigerant releases and research livestock.

**Scope 2:** Indirect emissions from the generation of power or other end-use utilities imported to the institution.

**Scope 3:** Other indirect emissions that are the result of the institution's activities but not owned or controlled by the institution (can be difficult to measure, includes commuting, air travel, waste disposal, paper consumption, and waste water processing).

Gordian utilizes the CCC to compile GHG inventories and to assure comparability among members. The calculator adheres to World Resources Institute Greenhouse

Gas Protocol which puts forth a standard categorization of emissions. There are many gases that contribute to global warming. All emissions are expressed in units of carbon dioxide equivalents or MTCDE (metric tons of carbon dioxide equivalents). Regardless of the emission type, one MTCDE is equal to the global warming impact of one metric ton of carbon dioxide.

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

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

Data Elements Collected

Data Component	Description/Action
<b>Utility Cost &amp; Consumption</b>	Collect utility information by fuel or energy type Determine source of electric purchases
<b>Generation Review</b>	Overview of utility systems and efficiencies of generation (if applicable)
<b>Space Profile Review</b>	Identify square footage to be analyzed
<b>Community Population Review</b>	Standardize population data (FTE) Collect data for faculty, staff and students
<b>Agriculture</b>	Headcounts of livestock on campus (if applicable) Fertilizer consumption (pounds and nitrogen content)
<b>Commuting</b>	Review existing commuting analyses Execute web-based Gordian Commuting Assessment Collect zip codes for faculty, staff and student commuters Identify percent of residential faculty, staff and students
<b>Directly Financed Travel</b>	Collect distance or cost of directly financed travel Determine mode of directly financed travel
<b>Fleet Vehicles</b>	Fuel use by type for institution owned/leased vehicles



<b>Waste Disposal &amp; Recycling</b>	Tons of waste disposed Method of disposal (landfill/incineration) Tons of construction waste Tons of recycled materials Tons of composted waste
<b>Refrigerant Use</b>	Volumes of refrigerants used by type
<b>Water/Sewer</b>	Water and sewer use in gallons Separate irrigation and utility systems (if applicable)
<b>“Green” Construction</b>	Square footage of LEED certified buildings

#### Timeframe

Gordian will work with you to determine the most appropriate schedule for site visits and presentations. The following shows the milestone events that will be scheduled as part of this solution:

Data Component	Description/Action
<b>Data Collection</b>	Data collection will begin with a web-based meeting to discuss required data and scheduling.  One day on-site or web based meeting will be scheduled.
<b>Analysis – QVQ Process</b>	Analysis of data should span approximately three weeks with a web-based or live meeting to follow. Data will be qualified.
<b>Deliverables</b>	Deliverables will be available approximately one-month after on-site data collection – contingent on data collection being complete.

#### Deliverables

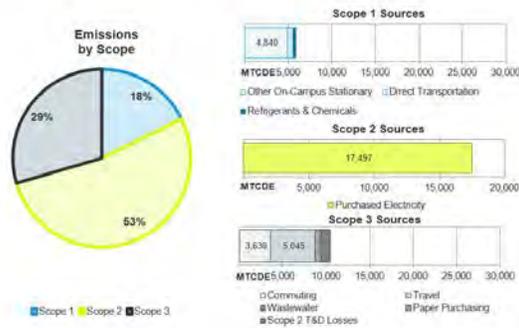
As in any organizational or process assessment, the final deliverables are crucial to the successful implementation of recommendations. Gordian provides “trustee quality” deliverables which provide both summary and detail findings of Sustainability Solutions. We have found that effective deliverables must be understandable from the boardroom to the boiler room. Therefore, information is integrated to include both strategic and technical components. This integration helps assure that strategic policy initiatives can be easily translated to tactical actions for implementation at all levels of the organization.



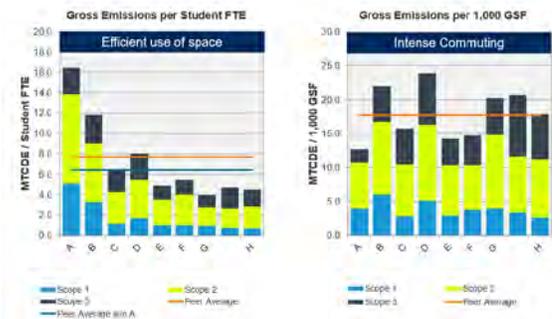
Gordian provides the following deliverables:

- PowerPoint presentation of the results delivered either on-site or via webinar;
- Gordian's Sightlines Member Portal which provides full access to all institutional environmental data and the ability to run comparative reports among all Sightlines members.

**Assess Distribution of Emissions**



**Benchmark Against Peers**



You will also be provided with access to our Member Portal, which offers the ability to examine longitudinal trends and perform benchmarking against your peer institutions. More specifically, Gordian's deliverables contain over 100 metrics related to:

- Greenhouse gas emissions
- Energy use
- Water use
- Student, faculty, and staff commuting

- Waste production, recycling, and composting
- Green construction
- Peer and database comparisons





## SUSTAINABILITY REPORTING

Sustainability is a defining issue within higher education, and investments towards more sustainable facilities and campus operations require long-term planning and coordination across the institution. Unfortunately, the measurement process can present a number of internal and external challenges.

To monitor and rate progress across the industry, many reporting standards have evolved, including the Sustainability Tracking, Assessment & Rating System (STARS) administered by AASHE. STARS is quickly becoming the standard in monitoring sustainability performance across every aspect of the campus community.

Although incredibly valuable, STARS is not without its challenges. Successful completion requires the dedication of time and resources across all facets of your institution, and the complexity of the reporting process can present a number of challenges. Thankfully, Gordian understands these challenges and can ease this burden by:

- Collaborating across departments to minimize their data collection and reporting involvement
- Expediting timelines through effective and transparent project management
- Compiling, reviewing and verifying results to assure comprehensiveness and accuracy
- Accurately reporting results to ensure proper ranking against other participating institutions
- Making strategic recommendations to improve future performance and boost STARS scores

### Scope of Work

Gordian's collaboration with Clean Air – Cool Planet led to the initial version of our service intended to help institutions satisfy the early requirements of Second Nature's Climate Commitment. Since then we have completed over 500 greenhouse gas inventories and been a frequent contributor of content to numerous green publications, conferences, and other media.

Gordian now turns its data collection and analysis skills towards assisting institutions participate in the AASHE STARS program. Gordian is capable of facilitating collection of all data and report results related to the four STARS modules:

- **Operations** – Credits reflecting the physical administration of the campus including greenhouse gas emissions, green constructions, food services, transportation, waste, etc.
- **Academics** – Credits that recognize institutions that have formal education programs, research programs and courses that address sustainability.
- **Engagement** – A series of metrics that demonstrate the presence of sustainability related learning experiences outside of the classroom and for all members of the community and beyond.
- **Administration & Planning** – Credits related to the organizational structures that support sustainability, workplace programs and campus investment.

The completion of each module will rely on robust data collection paired with key stakeholder interviews to validate and clarify findings. Where data is not available for collection, Gordian will make recommendations to the institution regarding enhanced systems for future years.

Prior to beginning the reporting process, the institution is responsible for listing Gordian as “Data Entry” User within STARS Reporting Tool. The institution is also responsible for all costs associated with STARS Reporting access.

The requested data and suggested interviews for each module follows.

### Sightlines Serves as Project Managers

*Using Specialized Tools, we efficiently:*



### Data Collection

Data fields marked with an asterisk (\*) are required. All other data pieces are optional, depending on the institution’s desire to pursue related STARS points.

Quantitative Data Component	Description/Action
<b>GHG Inventory</b>	Institution will provide third party verified GHG Inventories (from baseline year and reporting year) <i>or contract Gordian to complete this task.</i>
<b>Space Data</b>	Institution will provide:

	<ul style="list-style-type: none"> <li>• A complete building inventory (including building name, building numbers, GSF, construction/acquisition year)*</li> <li>• Total campus acreage/maintained acreage/vegetated acreage</li> </ul>
<b>Potable Water Consumption</b>	Institution will provide potable and non-potable water consumption data for baseline year and reporting year
<b>Waste Data</b>	<p>Institution will provide tonnage reports for the following waste streams (for baseline year and reporting year:</p> <ul style="list-style-type: none"> <li>• Municipal solid waste</li> <li>• Construction and Demolition</li> <li>• Recycling</li> <li>• Compost</li> </ul>
<b>Operating Budgets</b>	<p>Institution will provide reporting year actuals for the following accounts:</p> <ul style="list-style-type: none"> <li>• Paper Purchases</li> <li>• Dining Services</li> <li>• Concession/Franchise/Vending</li> <li>• IT Equipment</li> <li>• Custodial Materials</li> <li>• Total Purchased Goods and Services</li> <li>• Total Capital Goods</li> </ul>
<b>Policies</b>	<p>Institution will provide copies of any written policies related to:</p> <ul style="list-style-type: none"> <li>• Land Management (Carbon Sequestering)</li> <li>• Integrated Pest Management or organic grounds management</li> <li>• Sustainable and low-impact dining programs</li> <li>• Outdoor Air Quality</li> <li>• Building Operations: <ul style="list-style-type: none"> <li>• Indoor air quality</li> <li>• Green cleaning program</li> </ul> </li> <li>• Energy and water management or benchmarking</li> </ul>



- Institution-written green building standards
- Electronics purchasing
- Cleaning Product purchasing
- Office Paper purchasing
- Socially responsible purchasing
- Life Cycle Cost Analysis
- Business partner social/environmental responsibility
- Bicycle accommodation
- Initiatives to promote sustainable commuting
- Hazardous/Universal waste disposal
- Waste diversion
- Storm water management

<b>Fleet List</b>	List of vehicles in campus fleet, with vehicles running on alternative fuels highlighted
<b>Commuter Survey Results</b>	Institution will provide copy of existing commuter survey results, or allow Gordian to conduct digital survey if institution wishes to pursue this credit

Suggested Interviews for Operations Data

In addition, Gordian staff will conduct the following working sessions:

Group	Description	Approx. Duration
<b>Sustainability Administrator and committee</b>	<ul style="list-style-type: none"> <li>• Qualification meeting looking at data trends</li> <li>• Discuss broader trends on campus- history of sustainability initiatives, future directions</li> </ul>	2 hours
<b>Food Services Director and/or Contractor</b>	<ul style="list-style-type: none"> <li>• Discuss food purchase policies/practices (local, third party verified, etc.)</li> <li>• Investigate spending trends</li> <li>• Discuss vegan meal availability</li> </ul>	1.5 hours



<b>Purchasing &amp; IT</b>	<ul style="list-style-type: none"> <li>• Discuss Purchasing policies/practices (EPEAT, FSC, inclusive/local, LCCA, etc.)</li> <li>• Discuss vendor purchasing agreement policy</li> <li>• Investigate spending trends in IT equipment &amp; paper</li> </ul>	<p>1.5 hours</p>
<b>EHS</b>	<ul style="list-style-type: none"> <li>• Hazardous/Universal/E-waste waste management policies/practices</li> </ul>	<p>1 hour</p>
<b>Facilities Director, Project Managers, key trades Supervisors/Managers</b>	<ul style="list-style-type: none"> <li>• Qualify building inventory</li> <li>• Verify LEED/other building ratings</li> <li>• Verify energy consumption/fuel type data</li> <li>• Obtain details regarding on-site generation/distribution systems</li> <li>• Discuss attributes of on-site and/or purchased renewables</li> <li>• Discuss Operational policies/SOPs</li> <li>• Discuss building design policies/SOPs</li> <li>• Discuss IAQ policies/SOPs</li> <li>• Discuss Grounds management (IPM, sustainable, organic, etc.)</li> <li>• Discuss Biodiversity issues (assessments conducted during construction, etc.)</li> <li>• Discuss Custodial green purchasing (Green Seal, etc.)</li> <li>• Discuss Bicycle-friendly infrastructure</li> <li>• Discuss Solid Waste Management practices/policies</li> <li>• Discuss Wastewater practices/policies</li> </ul>	<p>5 hours</p>



	<ul style="list-style-type: none"> <li>• Discuss Storm water management systems</li> </ul>	
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Academics Data Elements Collected

Data Component	Description/Action
<b>Course Catalog</b>	Including: <ul style="list-style-type: none"> <li>- Department</li> <li>- Undergraduate vs. Graduate</li> <li>- Course Title</li> <li>- Course Description</li> </ul> <i>Edit-able format essential (Excel Preferred). If not available, institution can only pursue credit if they can either (A) provide course counts for total # courses offered; # Sustainability-centric courses, # Sustainability-inclusive courses, # departments providing sustainability courses. Or (B) allow faculty to be surveyed electronically about course offerings</i>
<b>Graduation Statistics</b>	Total Annual Graduates for last 3 years Total Annual Graduates by Department for last 3 years
<b>Learning Outcomes Policies</b>	Copy of Learning Outcome Guidelines Adopted by Institution, at each level: <ul style="list-style-type: none"> <li>- Institution</li> <li>- Department</li> </ul>
<b>List of Campus Programs &amp; Concentrations</b>	Active list of Programs & Concentrations, including: <ul style="list-style-type: none"> <li>- Program/Concentration Name</li> <li>- Undergraduate vs. Graduate</li> </ul>
<b>Study Abroad/Immersive Programs</b>	For any immersive/study abroad program with sustainability focus: <ul style="list-style-type: none"> <li>- Name of program</li> <li>- Description of program</li> </ul>
<b>Sustainability Research List</b>	Provide a list of faculty & staff involved in sustainability research, including: <ul style="list-style-type: none"> <li>- Name</li> <li>- Department</li> <li>- Brief research description (&lt;250 words)</li> </ul> <i>If not available, institution can only pursue credit if they allow faculty to be surveyed electronically about research projects.</i>



Interview Collection of Academic Data

Group	Description	Approx. Duration
<b>Provost &amp; Academic Affairs</b>	<ul style="list-style-type: none"> <li>• Learning Outcomes</li> <li>• Academic Courses (Grad &amp; Undergrad)</li> <li>• Incentives for course development</li> <li>• Incentives for interdisciplinary collaboration</li> <li>• Immersive Sustainability Programs</li> <li>• Sustainability-related departments &amp; courses</li> </ul>	2 hours
<b>Research Administrators</b>	<ul style="list-style-type: none"> <li>• Research Policies</li> <li>• Incentives for Sustainability research</li> <li>• Incentives for collaborative research</li> <li>• Open access publication policies</li> </ul>	1.5 hours
<b>Study Abroad Officer</b>	<ul style="list-style-type: none"> <li>• Sustainability focused Study Abroad Programs</li> </ul>	0.5 hours

Engagement Data Elements Collected

Data Component	Description/Action
<b>Peer-to-Peer Education Stats</b>	Count of # of students supported by peer-to-peer education services. (This may include student run study groups, writing centers, etc.)
<b>List of Student Groups</b>	<p>Please provide list of sustainability-focused student groups, including:</p> <ul style="list-style-type: none"> <li>• Group Name</li> <li>• Brief Description</li> </ul>

<b>Sustainability Culture Assessment</b>	Copy of results from sustainability culture assessment.  <i>If not available, institution can only pursue credit if they allow campus users to be surveyed on this topic electronically using Gordian template</i>
<b>Community Service Stats</b>	Student community service: <ul style="list-style-type: none"> <li>• # Students engaged</li> <li>• # hours donated annually</li> </ul>

Interview Collection of Engagement Data

Group	Description	Approx. Duration
<b>Human Resources</b>	<ul style="list-style-type: none"> <li>• Employee Training</li> <li>• Diversity Recruitment</li> <li>• Professional Development</li> </ul>	1 hour
<b>Student Life/Affairs</b>	<ul style="list-style-type: none"> <li>• Orientation</li> <li>• Student Life Programs</li> <li>• Sustainability Culture</li> <li>• Sustainability Related Clubs and Programs</li> </ul>	1 hour
<b>Sustainability Officer</b>	<ul style="list-style-type: none"> <li>• Outreach &amp; Campaigns</li> </ul>	1 hour
<b>Outreach Office</b>	<ul style="list-style-type: none"> <li>• Community Partnerships</li> <li>• Community Service</li> <li>• Public Policy</li> </ul>	1 hour

Administration & Planning Data Elements Collected

Data Component	Description/Action
<b>Official Plans/Policies</b>	<p>Please provide any of the below which are available:</p> <ul style="list-style-type: none"> <li>• Strategic Plan</li> <li>• Master Plan</li> <li>• Sustainability Plan</li> <li>• Climate Action Plan</li> <li>• Diversity Plan/Policy</li> <li>• HR Strategic Plan</li> <li>• Health &amp; Wellness Plan</li> </ul>
<b>Reports</b>	<p>Available studies related to:</p> <ul style="list-style-type: none"> <li>• Campus climate (diversity, inclusion, equity)</li> <li>• Employee Satisfaction survey results</li> <li>• # reportable workplace injuries per year (last 3 years)</li> </ul>
<b>Student/Staff Stats</b>	<p>Please provide the following student stats:</p> <ul style="list-style-type: none"> <li>• % entering students that are low income or need based aid eligible</li> <li>• Graduation rate for low income students</li> <li>• Percentage of student financial need met</li> <li>• % students graduating with no interest bearing loans</li> </ul> <p>Please provide the following staff stats:</p> <ul style="list-style-type: none"> <li>• % employees that earn basic living wage</li> <li>• % of recurring/full-time contractors that earn basic living wage</li> </ul>
<b>Investment Data</b>	<p>Investment data including:</p> <ul style="list-style-type: none"> <li>• Publically available investment snapshot</li> <li>• Total \$ investment holdings</li> <li>• Total \$ investment in socially responsible funds/companies/etc.</li> </ul>



Interview Collection of Administration & Planning Data

Group	Description	Approx. Duration
<b>Sustainability Officer</b>	<ul style="list-style-type: none"> <li>• Sustainability Planning</li> <li>• Sustainability Coordination/Committee/office</li> <li>• Governance Bodies</li> </ul>	1 hour
<b>Student Life/Affairs &amp; Provost &amp; HR</b>	<ul style="list-style-type: none"> <li>• Stakeholder Engagement in Governance</li> <li>• Support for URM students/faculty/staff</li> <li>• Diversity Training</li> <li>• Workplace Safety</li> <li>• Employee Satisfaction</li> <li>• Wage structures</li> </ul>	1.5 hours
<b>Financial Aid &amp; Admissions</b>	<ul style="list-style-type: none"> <li>• Recruiting</li> <li>• Financial Aid</li> <li>• Diversity</li> <li>• Affordability</li> </ul>	1 hour
<b>Finance</b>	<ul style="list-style-type: none"> <li>• Investor responsibility Policies/Committees</li> <li>• Socially responsible investing</li> <li>• Investor engagement</li> </ul>	0.5 hour

Important Data Note

*Gordian will explore all reasonable efforts to collect each data piece (3 data requests via phone and/or email, followed by troubleshooting with key campus leaders) to overcome any data collection issues. Any data not provided in a timely manner,*

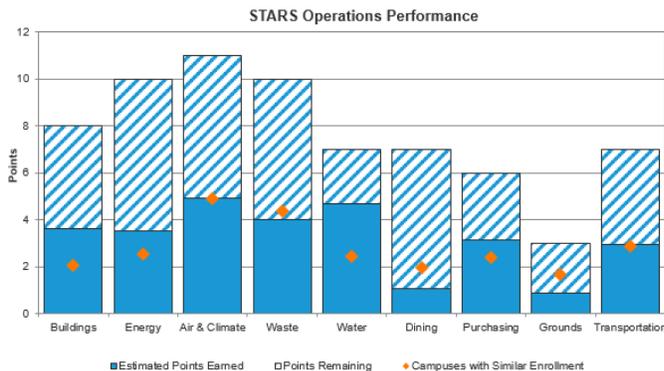
despite these systematic outreach efforts, will not be included in the Gordian analysis. Secondly, any institution may choose not to pursue a credit, for any reason. Once a decision is made not to pursue a credit, Gordian will cease all collection efforts related to that credit.

Deliverables: Sustainability Reporting

Gordian provides the following deliverables:

- PowerPoint presentation of the results delivered either on-site or via webinar which outlines:
  - Data Collected
  - STARS Performance

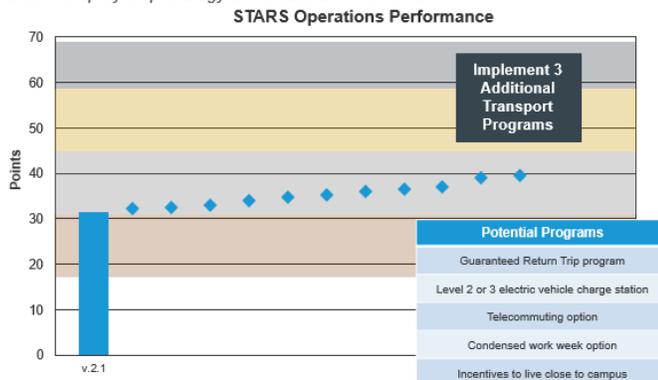
**Benchmark Performance Across Categories**



- Recommendations for continuous improvement, including:
  - Short Term Recommendations that can be implemented before the next reporting cycle with limited capital and/or manpower
  - Long Term Recommendations that will require more time and/or resources to implement

**Build Future Scenarios**

Outline step-by-step strategy to increase STARS Points



- Completed STARS report (for each contracted section)

Timeframe

Our Sustainability Reporting solution streamlines your STARS reporting. We will work with you to determine the most appropriate schedule for our on-site visits and presentations. The following table describes the schedule generally:

Stage	Description/Action
<b>Data Collection &amp; Processing</b>	Data collection will begin with a web-based meeting to discuss required data and scheduling. Four weeks off-site.
<b>Interviews</b>	On-site interviews (2-3 days depending on scope of work)  Data will be qualified via email to the proper campus contacts who must review and sign-off.
<b>Presentation &amp; Deliverables</b>	Deliverables will be available approximately one-month after on-site data collection – contingent on data collection being complete.  An on-site presentation of final deliverables:  1. Completed STARS report  2. Senior level presentation





## SUSTAINABILITY PLANNING

Quantifying historical and current sustainability performance requires substantial investigation and data collection, while developing future plans is an entirely distinct process. Many important questions must be answered before you can proceed. For example, how can we best meet climate targets going forward, and how do we integrate sustainability with education and campus life?

Thankfully, Gordian understands these challenges and has solutions. Our Each Institution selects the Planning track that most closely aligns with sustainability objectives:

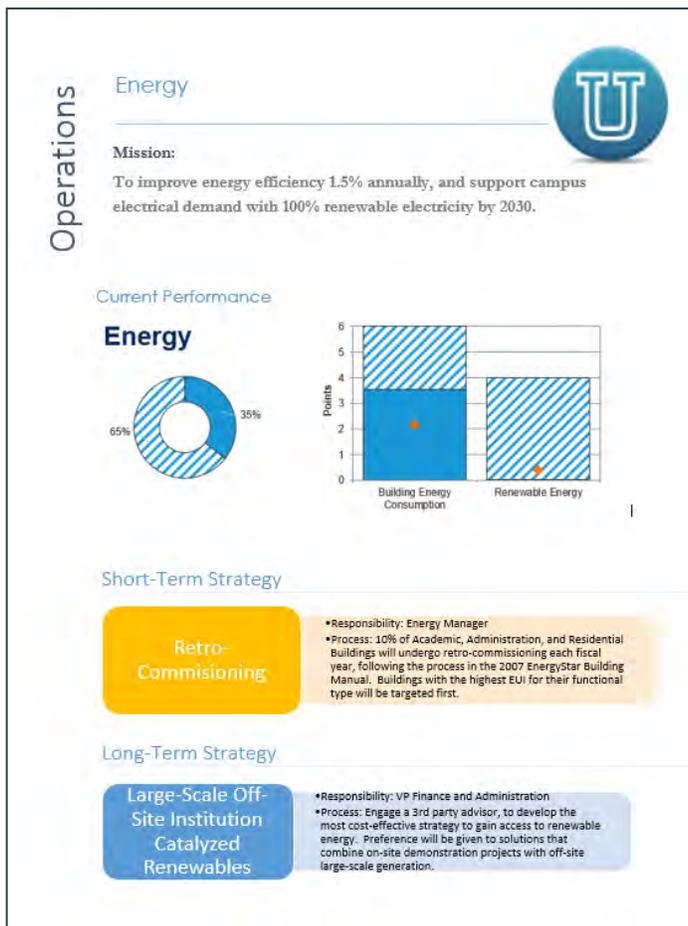
Track 1: Climate Action Plan	Track 2: Sustainability Plan
Focused on Sustainable Operations	Focused on Sustainable Operations, Academics, Engagement, and Administration

- Both tracks, provide: Access to peer benchmarks, credible forecasting, and case studies that help institutions set practical targets
- A process that engages campus stakeholders, and aligns sustainability objectives with broader campus strategic missions
- Deliverables that are designed to help you gain support from the community and leadership
- Feedback loops to allow for regular tracking of progress towards stated goals

### Scope of Work

Our Planning service is comprised of four primary stages: Stakeholder Engagement; Prioritization & Consensus Building; Presentation; and Published Deliverable. Additionally, all plans will include the following components:

- Overview of past performance
- High level goal setting and mission statement creation
- Subject-matter specific goal setting with:
  - Short-term goals (<5 years timeline)
  - Long-term goals (>5 years timeline)
  - All goals will be assigned to a responsible party



### Stakeholder Engagement

We will schedule time to meet with key stakeholders on campus, including representatives from leadership, faculty, students, staff and sustainability committee/offers. This step is important in building consensus and unifying vision among disparate groups.

### Prioritization & Consensus Building

Prioritization and consensus building are among the most difficult, yet most essential, elements of creating a sustainability plan.

### Data Collection Request

In order to properly create a plan, Gordian requests access to all relevant reports and plans, including, but not limited to:

- GHG inventory
- STARS reports

- Sustainability report
- Previous sustainability plans
- Strategic plan
- Master plan

Plan Creation

**Climate Action Plan**

*Using Carbon Commitment as a Framework*



**Sustainability Plan**

*Using STARS as a Framework*



Track 1: Climate Action Plan	Track 2: Sustainability Plan
<p>To create a Climate Action Plan, Gordian uses your current GHG inventory as a baseline, including the following subsections:</p> <ul style="list-style-type: none"> <li>• Buildings</li> <li>• Energy</li> <li>• Transportation</li> <li>• Waste</li> <li>• Water</li> </ul>	<p>To create your Sustainability Plan, Gordian uses your STARS data as a baseline, including the following subsections:</p> <ul style="list-style-type: none"> <li>• Academics                             <ul style="list-style-type: none"> <li>○ Curriculum</li> <li>○ Research</li> </ul> </li> <li>• Engagement                             <ul style="list-style-type: none"> <li>○ Campus engagement</li> <li>○ Community engagement</li> </ul> </li> <li>• Planning &amp; Administration</li> <li>• Operations</li> </ul>

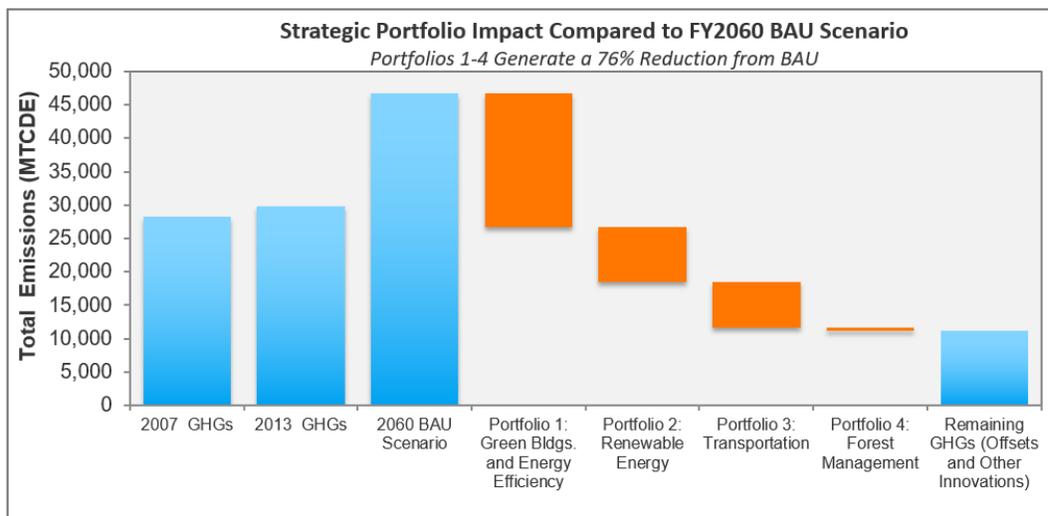
<p>We will schedule meetings with parties responsible for implementation, which may include a combination of the following individuals:</p> <ul style="list-style-type: none"> <li>• Planning &amp; Administration:             <ul style="list-style-type: none"> <li>○ Sustainability Officer</li> </ul> </li> <li>• Operations Meeting             <ul style="list-style-type: none"> <li>○ Director of Facilities</li> <li>○ Director of Planning</li> <li>○ Energy Manager</li> <li>○ Transportation Manager</li> <li>○ EHS Director</li> <li>○ Dining Director</li> <li>○ Procurement Officer</li> </ul> </li> </ul>	<p>We will schedule meetings with parties responsible for implementation, which may include a combination of the following individuals:</p> <ul style="list-style-type: none"> <li>• Academics Meeting:             <ul style="list-style-type: none"> <li>○ Provost</li> <li>○ Deans</li> </ul> </li> <li>• Engagement Meeting:             <ul style="list-style-type: none"> <li>○ Student Life Officer</li> <li>○ HR Officer</li> <li>○ Marketing Officer</li> <li>○ Community Outreach Office</li> </ul> </li> <li>• Planning &amp; Administration:             <ul style="list-style-type: none"> <li>○ Sustainability Officer</li> <li>○ Diversity Officer</li> <li>○ Financial Aid Officer</li> <li>○ VP Finance/Admin</li> <li>○ HR Officer</li> </ul> </li> <li>• Operations Meeting             <ul style="list-style-type: none"> <li>○ Director of Facilities</li> <li>○ Director of Planning</li> <li>○ Energy Manager</li> <li>○ Transportation Manager</li> <li>○ EHS Director</li> <li>○ Dining Director</li> <li>○ Procurement Officer</li> </ul> </li> </ul>
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Deliverables

Gordian's Planning results follow the well-established SMART guidelines for objective setting:

- **Specific:** Plans clearly state objectives, whom will be responsible for implementing change, and why the institution is acting.
- **Measurable:** Climate Action and Sustainability Plans include a natural feedback mechanism by which progress towards goals will be measured regularly.
- **Achievable:** The plan will utilize higher education benchmarks and best practices to set goals that are realistic.
- **Relevant:** We align sustainability goals with other strategic priorities on campus.
- **Time-bound:** The plan will create appropriate urgency around sustainability goals, to ensure continuous improvement.

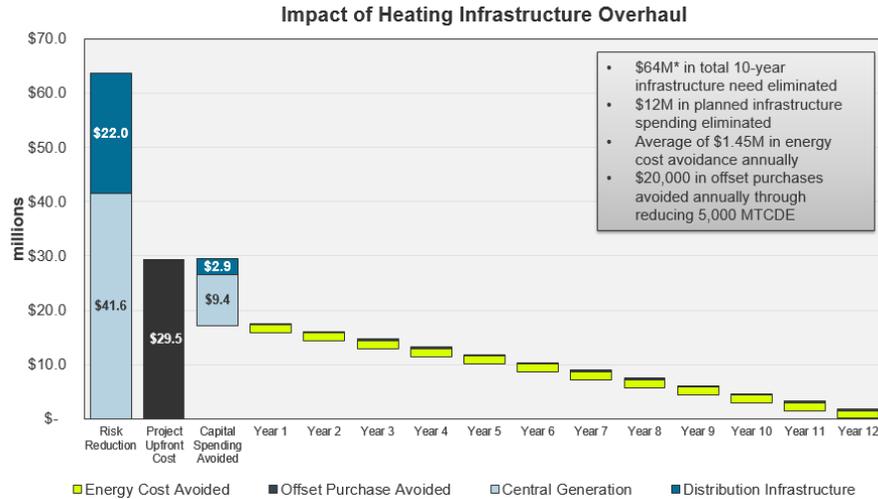


As in any organizational or process assessment, the final report and deliverables are crucial to the successful implementation of recommendations. Gordian provides trustee quality deliverables which provide both summary and detailed findings. The report will outline an institutional strategy with a prioritized implementation plan designed to simplify a path to success. This report will be clear and understandable from the boardroom to the boiler room and the campus and community at large. Therefore, information is integrated to include both strategic and technical

components. This integration helps assure that strategic policy initiatives can be easily translated to tactical actions for implementation at all levels of the organization.

### Build the Business Case

*Project has a 12 year payback period, but addresses \$64M in risk*



### Presentation

Gordian will provide a PowerPoint presentation of the results delivered either onsite or via publication-quality sustainability plan, targeted to the following audience:

- Sustainability Committee
- Sustainability Administrator
- VP Finance and Administration
- Director of Facilities
- Director of Capital Planning
- Key decision makers from other offices (as relevant), such as provost, dean, academic affairs, human resources, etc.

### Schedule

Gordian will work with each member institution to determine the most appropriate schedule for site visits and presentations. The following table describes the schedule:

Stage	Description/Action
<b>Stakeholder Engagement</b>	Two days of on-site visits will be scheduled.
<b>Prioritization &amp; Consensus Building</b>	An on-site visit will be scheduled.
<b>Presentation</b>	On-site presentation.
<b>Published Deliverable</b>	A published deliverable will be made available electronically





## Integrated Facilities Program

Gordian's Integrated Facilities Program (IFP) provides a strategic partner to small institutions who will collect and analyze facilities data, engage stakeholders in the development of a strategic direction and support the execution of initiatives consistent with the strategic vision. With access to all of Gordian's facility planning capabilities, including benchmarking and analysis, capital planning and strategy, and space utilization assessment, the IFP assures a customized solution tailored to the specific needs of each institution. The IFP is a three-year commitment for both Gordian and the Member, and the pricing and service descriptions provided herein are premised on a three-year pricing and service plan.

### Work Scope

For each Member that manages less than 1M gross Sq. Ft., developing a comprehensive facilities condition assessment and a 10-year capital plan is of critical importance despite most small institutions lacking having the human or system-related resources to properly create these plans. Gordian's initial phase of the IFP solution will focus on assembling this information, while also collecting some of the baseline information necessary to inform the condition assessment (space profile data, capital projects history, etc.). Through the Integrated Facilities Program, Gordian will update the condition assessment as projects are complete and offer other strategic support in areas such as operational effectiveness and space management.

### Service Process

Our approach to a successful annual engagement has four key components: Data Collection, Analysis and Diagnosis, Action Plan, and On-going Support.

### Data Collection

Gordian engages with key stakeholders in facilities, finance and registrar to collect all the relevant data regarding space, capital, and operations. Gordian's Proprietary QVQ (Quantify, Verify, Qualify) process used throughout data collection to create confidence in the accuracy of the data. The data collection will typically require a site visit of 2-4 days.

- **Space:** Collection includes source data on the inventory of buildings and teaching spaces as well as Gordian performed walkthroughs of space to assess condition and technology.
- **Capital:** Collection of source data on project expenditures into facilities and Gordian conducted facilities supervisor interviews to establish future capital needs.
- **Operations:** Collection of source data on operating budgets, staffing levels, and energy use.

### Analysis and Diagnosis

Gordian utilizes qualified data to provide a 360-degree view of facilities performance and identify key areas for improvement. This analysis/diagnosis is provided in an on-campus or remote presentation of the findings.

- Review longitudinal trends of institutional data
- Utilize peer benchmarking to provide context of performance
- Analyze the interrelationships between space, capital, and operations
- Assess how resource levels impact service delivery
- Identify key recommendations and set goals for improvement

### Action Plan

Gordian works with institutional stakeholders to develop strategies and executable initiatives to achieve goals identified in the analysis and diagnosis step. The strategies and initiatives will be presented in an on-campus or remote presentation. Some examples include:

- Develop institutional policy around the addition of new space (for example, no net new space) and identified buildings for potential divestment
- Consolidate course scheduling to be centrally scheduled and identify potentially underutilized classrooms that would become available
- Develop a framework for allocating capital funding in alignment with institutional priorities and provide project scoring methodology
- Set building condition (NAV) thresholds by types of buildings and identify specific buildings to target for renovations
- Establish standards for the use of contracted services versus in-house staff and identify potential resource rebalance
- Create a policy that recycles energy savings back into capital projects and identify those projects that provide an economic opportunity



### Ongoing Support

Once the goals have been set and the strategy is in place, Gordian tracks performance against the plan during the contract term and provides course correction as necessary.

- In addition to tracking progress, Gordian's member service team will be available for analytical and strategic support as needed. This may include (but is not limited to):
  - Providing customized data analysis to answer pressing facilities related questions
  - Supplying materials to be used in meetings with senior leadership (BOT)
  - Presenting onsite on behalf of the institution (limited to once a year)

### Deliverables

We have found that effective deliverables must be understandable from the board room to the boiler room. Therefore, strategic and technical information are integrated to ensure that policy initiatives can be easily translated into tactical actions for implementation at all levels of the organization. During our initial year, Gordian will provide three presentations as deliverables:

- Qualification presentation as part of the QVQ process
- Preliminary presentation that shares results of the analysis and diagnosis with campus leadership
- Final presentation developed in conjunction with the member to deliver a focused, simplified overview of the action plan that has been developed executive or board-level audience.

In subsequent years, the Gordian team will update the progress against the action plan and provide additional strategic support. The work in subsequent years will feature two additional presentations to audiences of the institutions choosing.

In addition to presentation deliverables, campus personnel receive access to the Member Portal, which provides quick access to facilities data, the ability to run comparative reports among all other subscribing Members, and read access to reports and deliverables. As well as access to the Member Portal, the Gordian team is available to the institution throughout the year to provide ongoing data analysis and strategic support as deemed necessary and, at a minimum, will schedule quarterly touchpoints with key campus personnel.



12. Provide a general narrative description of our pricing model identifying how the model works (line item and/or published catalog percentage discount).

#### INDEFINITE QUANTITY CONSTRUCTION CONTRACTING SYSTEM

A significant benefit of The Gordian Group's approach to providing our JOC solutions is that we do not charge an upfront implementation fee. We will only charge NJPA Members applicable fees if and when they order construction services through JOC, whether it's eziQC or a JOC solution procured directly from Gordian. The Gordian Group proposes to implement and support the NJPA eziQC program for use by NJPA Members and provide the following service levels and applicable fees:

##### **JOC Complete Solution/eziQC Fee:**

In the event an NJPA Member elects to procure construction through the NJPA JOC contracts utilizing Gordian's Job Order Development services, as is currently provided on all eziQC projects, Gordian will assess the following fee:

- Six and Twenty-Five Hundredths Percent (6.25%) of the value of construction work procured through the NJPA JOC contracts.

A 1.25% NJPA Administrative Fee and the JOC Complete Solution Fee shall be incorporated into the JOC contractor's adjustment factor. The JOC Complete Solution Fee and the NJPA Administrative Fee will be collected from the JOC contractor upon project completion and final payment by the Member.

In the event an NJPA Member elects to utilize the eziQC Complete Management services described on Page 9.25, the following Project Management Fee will be assessed directly to the NJPA Member:

- Five and Ninety-Five Hundredths Percent (5.95%) of the value of construction work procured through the NJPA JOC contracts, or \$2,500, whichever is greater.

##### Independent JOC Solution

An NJPA Member may elect to procure an independent JOC solution from Gordian by piggybacking the NJPA contract. Upon a request to implement an independent JOC solution, The Gordian Group will implement and support the Member's chosen JOC solution for the following fees:

##### **JOC Advanced Solution Fees:**

The License Fee for the JOC Advanced solution consists of a client paid license fee ("Client License Fee") and a contractor paid license fee ("Contractor License Fee") as provided below:

**Client License Fee:** Five and Six Hundredths Percent (5.06%) of the first \$8,000,000 of work ordered and then the Member is eligible for a reduced License Fee of One and Ninety-Eight Hundredths Percent (1.98%) for each calendar month that the Member has ordered a minimum of \$3,000,000 through the Gordian JOC Solution during the preceding 12 calendar months; and

**Contractor License Fee:** 1.00% of the value of work ordered.

Gordian JOC Advanced License Fees are payable when a Job Order is issued to the JOC contractor and are inclusive of the One Percent (1.00%) NJPA Administrative Fee, which Gordian will remit to NJPA for all revenue earned from NJPA Members that procure Gordian's services through a piggyback of the NJPA contract. Gordian's Client License Fee applies separately to each Member Department that elects to implement an independent JOC program ("Independent JOC Program"). An Independent JOC Program is defined as a program that requires preparing Department specific JOC contract documents (i.e., General Conditions and Bid Documents, Construction Task Catalog® and Technical Specifications), preparing Department specific Execution Procedures, procuring Department specific JOC contractors, providing access to eGordian® for Department specific staff and JOC contractors, or training Department specific staff and JOC contractors.

**JOC Complete Solution Fees:**

The fees to provide the JOC Complete Solution to NJPA Members as an independent JOC Solution consist of a Client License Fee, a Job Order development fee and a Contractor License Fee as provided below:

**Client License Fee:** One and Ninety-Eight Hundredths Percent (1.98%) of the value of work ordered; and

**Job Order Development Fee:** Three and Eight Hundredths Percent (3.08%) of the value of work ordered; and

**Contractor License Fee:** One Percent (1.00%) of the value of work ordered.

The JOC Complete Solution Fees are inclusive of the 1% NJPA Administrative Fee and shall be payable by the Member when a Job Order, Notice-to-Proceed or other similar purchasing document is issued to a JOC contractor.

**JOC Complete Management Fee:**

The fees to provide the project management services associated with the JOC Complete Management solution, which can be procured separately, or in combination with any of the JOC solutions, consist of a Project Management Fee in addition to any other applicable fees:

**Project Management Fee:** Six and One Hundredths Percent (6.01%) of the value of work ordered.



The Project Management Fee shall be payable when construction of the Job Order has been completed and accepted by the Member, except at the election of Gordian, Job Orders requiring more than 60 days to complete shall be payable monthly on a percentage of completion basis.

The JOC Complete Management Fees are inclusive of the 1% NJPA Administrative Fee, and shall be payable by the Member when a Job Order, Notice-to-Proceed or other similar purchasing document is issued to a JOC contractor.

**COMS Fee:**

The COMS solution is provided on a programmatic level. The Gordian Group's current pricing to provide the COMS solution consists of an Annual Program Fee and COMS System License Fee as follows:

Annual Program Fee: Twenty Thousand Dollars (\$20,000) annually, payable upon the execution of a contract between the Member and Gordian for the provision of a COMS solution.

COMS License Fee: Five Tenths Percent (0.5%) of the value of the winning bid for the designated project. The COMS License Fee is payable upon the execution of the contract with the contractor awarded the project. Volume discounts may be applied to the COMS License Fee based on the estimated value of the project.

Gordian will remit a One percent (1.00%) administrative fee assessed on all revenue collected from an NJPA Member that procures the COMS Solution from Gordian through a piggyback of this contract.

**MRO Solution Fee:**

The fees to provide the MRO Solution to NJPA Members consists of an MRO License Fee as provided below:

MRO License Fee: Five and Six Hundredths Percent (5.06%) of the first \$8,000,000 of work ordered through the MRO program, and then the Member is eligible for a reduced License Fee of Three and Three-Hundredths Percent (3.03%) thereafter.

In the event Gordian and NJPA elect to implement a network of MRO contractors for access by NJPA Members through the MRO Solution, as described on page 9.35, Gordian will assess a fee of Five and Six Hundredths Percent (5.06%) of the value of work ordered by each NJPA Member through the MRO Solution cooperative program.

**MRO Complete Management Fee:**

The fees to provide the MRO Complete Management solution to NJPA Members consists of an MRO Complete Management Fee as provided below:

**MRO Complete Management Fee:** Nine and ten hundredths Percent (9.10%) of the value of work ordered through the MRO program.

Gordian will remit a One percent (1.00%) administrative fee assessed on all revenue collected from an NJPA Member that procures either MRO Solution from Gordian through a piggyback of this contract.

**Additional Services Fee:**

A Member may also purchase additional services from Gordian, such estimating, project budgeting and planning, and program management services under the following fee structure:

- Hourly Based Fee – 2.5 times the hourly rate of the employees assigned to perform the services plus the actual cost of non-labor expenses.

### JOC System License

As stated in this proposal, a license to our proprietary JOC System (“JOC System License”) is included with any of our JOC solutions. The following JOC System License shall apply to the contract between The Gordian Group and NJPA, and to any contract between an NJPA Member and Gordian:

The Gordian Group, Inc. (“Gordian”) hereby grants to the National Joint Powers Alliance (“NJPA”), and NJPA hereby accepts from Gordian for the term of this Agreement, a non-exclusive, non-transferrable right, privilege and license to Gordian’s Job Order Contracting (“JOC”) System and other related proprietary materials (collectively referred to as “Proprietary Information”) to be used for the sole purpose of operating NJPA’s JOC program. The parties hereby agree that Proprietary Information shall include, but is not limited to, the eGordian® applications, or equivalent, and support documentation, Construction Task Catalog®, training materials and other proprietary materials provided by Gordian. In the event this Agreement expires or terminates as provided herein, this JOC System License shall terminate and tNJPA shall return to Gordian all Proprietary Information in the NJPA’s possession.

NJPA acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. NJPA further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to NJPA.

Gordian agrees to grant a license to each contractor that is awarded a JOC contract by NJPA, provided the JOC contractor agrees to pay Gordian’s contractor license fee in effect when NJPA awards the JOC



contract, and provided NJPA includes licensing language in the JOC contract similar in form to this JOC System License.

Upon expiration or termination of this Agreement as provided herein, Gordian shall provide all data generated by NJPA in a form accessible by a standard database program, such as Microsoft® Access®.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of any agreement, purchase order or other similar purchasing document issued by NJPA, this JOC System License shall take precedence.

## COMS License

As stated in this proposal, a license to our proprietary COMS System (“COMS License”) is included with our services. The following COMS License shall apply to the contract between The Gordian Group and NJPA, and to any contract between an NJPA Member and Gordian:

The Gordian Group, Inc. (“Gordian”) hereby grants to the National Joint Powers Alliance (“NJPA”), and NJPA hereby accepts from Gordian for the term of this Agreement, a non-exclusive, non-transferrable right, privilege and license to Gordian’s Change Order Management System (“COMS Solution”) and other related proprietary materials (collectively referred to as “Proprietary Information”) to be used for the sole purpose of operating NJPA’s COMS program to execute and manage construction change orders. The parties hereby agree that Proprietary Information shall include, but is not limited to, the eGordian® or other applicable applications and support documentation, Construction Task Catalog®, training materials and other proprietary materials provided by Gordian. In the event this Agreement expires or terminates as provided herein, this COMS License shall terminate and tNJPA shall return to Gordian all Proprietary Information in the NJPA’s possession.

NJPA acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. NJPA further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to NJPA.

Gordian agrees to grant a license to each contractor that is awarded a contract by NJPA which will be managed, in whole or in part, through the COMS Solution, provided the contractor agrees to licensing language similar in form to this COMS License.

Upon expiration or termination of this Agreement as provided herein, Gordian shall provide all data generated by NJPA in a form accessible by a standard database program, such as Microsoft® Access®.

In the event of a conflict in terms and conditions between this COMS License and any other terms and conditions of any agreement, purchase order or other similar purchasing document issued by NJPA, this COMS License shall take precedence.

## MRO License

As stated in this proposal, a license to our proprietary MRO System (“MRO License”) is included with our services. The following MRO License shall apply to the contract between The Gordian Group and NJPA, and to any contract between an NJPA Member and Gordian:

The Gordian Group, Inc. (“Gordian”) hereby grants to the National Joint Powers Alliance (“NJPA”), and NJPA hereby accepts from Gordian for the term of this Agreement, a non-exclusive, non-transferrable right, privilege and license to Gordian’s Maintenance, Repair and Operations System (“MRO System”) and other related proprietary materials (collectively referred to as “Proprietary Information”) to be used for the sole purpose of operating NJPA’s maintenance repair and operations program. The parties hereby agree that Proprietary Information shall include, but is not limited to, the eGordian® or other applicable applications and support documentation, Construction Task Catalog®, training materials and other proprietary materials provided by Gordian. In the event this Agreement expires or terminates as provided herein, this MRO License shall terminate and tNJPA shall return to Gordian all Proprietary Information in the NJPA’s possession.

NJPA acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. NJPA further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to NJPA.

Gordian agrees to grant a license to each contractor that is awarded a contract by NJPA which will be managed, in whole or in part, through the MRO System, provided the contractor agrees to licensing language similar in form to this MRO License.

Upon expiration or termination of this Agreement as provided herein, Gordian shall provide all data generated by NJPA in a form accessible by a standard database program, such as Microsoft® Access®

In the event of a conflict in terms and conditions between this MRO License and any other terms and conditions of any agreement, purchase order or other similar purchasing document issued by NJPA, this MRO License shall take precedence.



## VALUE ADDED ATTRIBUTES PRICING

### Facility Assessment & Planning

Gordian's Sightlines® branded Facilities Assessment & Planning solutions can be provided to NJPA Members that elect to piggyback the contract between Gordian and NJPA. As described on pages 9.36 and 9.53, there are two levels of service associated with the Facilities Assessment & Planning solution: 1) Gordian professionals conduct a direct assessment of the Member's facilities by conducting building walkthroughs and collecting facilities data; or 2) Gordian professionals utilize existing facilities data and do not conduct a direct assessment. In the event the NJPA Member elects to include the full assessment of its facilities assets, Gordian will provide the Facilities Assessment & Planning solution at the following cost to the NJPA Member:

Program Initiation Fee: Fifteen Thousand dollars (\$15,000).

Variable Building Fee: Five Hundred dollars (\$500) per building included in the project.

Variable Sq. Ft. Fee: Five Cents (\$0.05) per square foot for the first One Million square feet (1,000,000 sq. ft.) included in the project, Four Cents (\$0.04) per square foot for the next Two Million square feet (2,000,000 sq. ft.) included in the project, and Three Cents (\$0.03) for each square foot in excess of Three Million square feet (3,000,000 sq. ft.) included in the project.

In the event the NJPA Member elects to forgo the building walkthroughs and direct assessment of its facilities, and request the utilization of existing data, Gordian will provide the Facilities Assessment & Planning solution at the following cost to the NJPA Member:

Program Initiation Fee: Fifteen Thousand dollars (\$15,000).

Variable Building Fee: Five Hundred dollars (\$500) per building included in the project.

Variable Sq. Ft. Fee: Two and One-Half cents (\$0.025) per square foot for the first One Million square feet (1,000,000 sq. ft.) included in the project, Two Cents (\$0.02) per square foot for the next Two Million square feet (2,000,000 sq. ft.) included in the project, and One and One-Half cents (\$0.015) for each square foot in excess of Three Million square feet (3,000,000 sq. ft.) included in the project.

The fees set forth above for the Facilities Assessment & Planning solutions encompass a one-year agreement to provide the products and services set forth

on pages 9.36 – 9.53. In the event a Member elects to procure the optional Annual Update and Backlog Tracking services described on pages 9.54 – 9.55 for updating and continued support beyond the Year 1 engagement, Gordian will assess the following fee for each subsequent year such the services are provided:

Annual Update Fee: A fee equal to Forty-Five percent (45%) of the total cost to the NJPA Member for the Facilities Assessment & Planning services procured in Year 1.

The fees described above for the Facilities Assessment & Planning solutions do not include any reasonable Reimbursable Expenses, which shall be reimbursed at cost plus ten percent (10%). For the purposes of any contract between Gordian and an NJPA Member, the term “Reimbursable Expenses” shall include the costs of travel, business meals, lodging, communication costs, printing and production costs.

Gordian will remit a One percent (1.00%) administrative fee assessed on all revenue collected from an NJPA Member that procures the Facilities Assessment & Planning solution from Gordian through a piggyback of this contract, excluding any reimbursement of Reasonable Expenses.

#### Facilities Benchmarking & Analysis

Gordian's Sightlines® branded Facilities Benchmarking & Analysis products and services can be provided to NJPA Members that elect to piggyback the contract between Gordian and NJPA. Gordian's proprietary ROPA approach is a three-step process that is completed through a three-year commitment by the purchaser. Accordingly, the fees set forth on the following page represent annual fees, and additional services, that will be assessed to the Member during the three (3) year contract term. In the event the Member is unable or unwilling to commit to a three (3) year contract term, the pricing may be subject to adjustment.

The fees described below for the Facilities Benchmarking and Analysis solution do not include any reasonable Reimbursable Expenses, which shall be reimbursed at cost plus ten percent (10%). For the purposes of any contract between Gordian and any NJPA Member, the term “Reimbursable Expenses” shall include the costs of travel, business meals, lodging, communication costs, printing and production costs.

Gordian will remit a One percent (1.00%) administrative fee assessed on all revenue collected from an NJPA Member that procures the Facilities Benchmarking & Analysis products and services from Gordian through a piggyback of this contract, excluding any reimbursement of Reasonable Expenses.



Square Footage Included	< 400K	400K-900K	900K-1.5M	1.5M-2.5M	2.5M-3.5M	3.5M-5.5M	5.5M-8M	8M-11M	> 11M
<b>Start-Up Pricing</b>	<b>\$28,875</b>	<b>\$40,600</b>	<b>\$48,100</b>	<b>\$53,970</b>	<b>\$59,000</b>	<b>\$64,260</b>	<b>\$72,700</b>	<b>\$77,100</b>	<b>\$81,750</b>
<b>Add-Ons</b>									
<i>Additional Campus</i>	<i>\$21,650</i>	<i>\$30,475</i>	<i>\$36,070</i>	<i>\$40,500</i>	<i>\$44,260</i>	<i>\$48,195</i>	<i>\$54,530</i>	<i>\$57,830</i>	<i>\$61,300</i>
<i>Additional Breakout</i>	<i>\$7,225</i>	<i>\$10,160</i>	<i>\$12,025</i>	<i>\$13,500</i>	<i>\$14,750</i>	<i>\$16,065</i>	<i>\$18,175</i>	<i>\$19,275</i>	<i>\$20,435</i>
<i>Written Report</i>	<i>\$2,100</i>	<i>\$2,100</i>	<i>\$2,100</i>	<i>\$3,150</i>	<i>\$3,150</i>	<i>\$3,150</i>	<i>\$4,400</i>	<i>\$4,400</i>	<i>\$4,400</i>
<i>Additional Presentation</i>	<i>\$2,100</i>	<i>\$2,100</i>	<i>\$2,100</i>	<i>\$3,150</i>	<i>\$3,150</i>	<i>\$3,150</i>	<i>\$4,400</i>	<i>\$4,400</i>	<i>\$4,400</i>
<i>Complex Data</i>	<i>\$5,250</i>	<i>\$5,250</i>	<i>\$5,250</i>	<i>\$6,825</i>	<i>\$6,825</i>	<i>\$6,825</i>	<i>\$8,250</i>	<i>\$8,250</i>	<i>\$8,250</i>
<i>Accelerated Services</i>	<i>\$5,250</i>	<i>\$5,250</i>	<i>\$5,250</i>	<i>\$7,875</i>	<i>\$7,875</i>	<i>\$7,875</i>	<i>\$10,450</i>	<i>\$10,450</i>	<i>\$10,450</i>
<i>1 Year Premium</i>	<i>\$5,250</i>	<i>\$5,250</i>	<i>\$5,250</i>	<i>\$7,875</i>	<i>\$7,875</i>	<i>\$7,875</i>	<i>\$11,000</i>	<i>\$11,000</i>	<i>\$11,000</i>

## Additional Details

An Additional Breakout provides a separate analysis of the Member's information that has been collected and compiled. For example, if a Member has separate divisions then we would recommend an Additional Breakout. This will enable the Member to benchmark to other similar divisions. In addition, a composite summary view of the Member's divisions would be available. This would consolidate all Member information across all divisions and provide a comprehensive view of the Member's performance. With an Additional Breakout the final presentation will be with multiple groups. These will include all divisions identified and purchased as Additional Breakouts. Additional Breakouts do not require additional data collection or points of contact with the Member, it is an expanded analysis and benchmarking process related to the use or nature of the facilities covered by the purchased products.

An Additional Campus is required when Gordian will provide the full products and services for another geographical location that is under management control of the Member procuring the products and services. The best example is a satellite campus under management control of a parent institution. Where separate locations require two separate engagements, and are managed as separate entities, each location/entity will be required to purchase the products and services separately.

### Small Campus Solutions

Gordian's Sightlines® branded Small Campus Solutions can be provided to NJPA Members that elect to piggyback the contract between Gordian and NJPA. Our Small Campus Solutions product includes a three-step process that is completed through a three-year commitment by the purchaser. Accordingly, the fees set forth on the following page represent annual fees, and additional services, that will be assessed to the Member during the three (3) year contract term. In the event the Member is unable or unwilling to commit to a three (3) year contract term, the pricing may be subject to adjustment.

The fees described below for the Small Campus Solutions products and services do not include any reasonable Reimbursable Expenses, which shall be reimbursed at cost plus ten percent (10%). For the purposes of any contract between Gordian and an NJPA Member, the term "Reimbursable Expenses" shall include the costs of travel, business meals, lodging, communication costs, printing and production costs.

Gordian will remit a One percent (1.00%) administrative fee assessed on all revenue collected from an NJPA Member that procures the ROPA+ products and services from Gordian through a piggyback of this contract, excluding any reimbursement of Reasonable Expenses.



Square Footage Included	> 250K	250K-500K	500K-750K	750K-1M
<b>SCS Start-Up Pricing</b>	\$11,290	\$13,650	\$18,640	\$21,000
<b>Add-Ons</b>				
<i>Additional Campus</i>	\$8,065	\$10,238	\$13,315	\$15,750
<i>Additional Breakout</i>	\$2,690	\$3,413	\$4,440	\$5,250
<i>Written Report</i>	\$600	\$600	\$600	\$600
<i>Additional Presentation</i>	\$625	\$625	\$625	\$625
<i>Complex Data</i>	\$2,050	\$2,050	\$2,050	\$2,050
<i>Accelerated Services</i>	\$2,050	\$2,050	\$2,050	\$2,050
<i>1 Year Premium</i>	\$2,050	\$2,050	\$2,050	\$2,050

### Additional Details

An Additional Breakout provides a separate analysis of the Member's information that has been collected and compiled. For example, if a Member has separate divisions then we would recommend an Additional Breakout. This will enable the Member to benchmark to other similar divisions. In addition, a composite summary view of the Member's divisions would be available. This would consolidate all Member information across all divisions and provide a comprehensive view of the Member's performance. With an Additional Breakout the final presentation will be with multiple groups. These will include all divisions identified and purchased as Additional Breakouts. Additional Breakouts do not require additional data collection or points of contact with the Member, it is an expanded analysis and benchmarking process related to the use or nature of the facilities covered by the purchased products.

An Additional Campus is required when Gordian will provide the full products and services for another geographical location that is under management control of the Member procuring the products and services. The best example is a satellite campus under management control of a parent institution. Where separate locations require two separate engagements, and are managed as separate entities, each location/entity will be required to purchase the products and services separately.

### Space Utilization

Gordian's Sightlines® branded Space Utilization solution described on pages 9.63 – 9.69 can be provided to NJPA Members that elect to piggyback the contract between Gordian and NJPA at the fees set forth on the following page; which consists of a Space Utilization Startup Fee and a charge of \$300 for each room included.

The fees described below for the Space Utilization solution do not include any reasonable Reimbursable Expenses, which shall be reimbursed at cost plus ten percent (10%). For the purposes of any contract between Gordian and any NJPA Member, the term "Reimbursable Expenses" shall include the costs of travel, business meals, lodging, communication costs, printing and production costs.

Gordian will remit a One percent (1.00%) administrative fee assessed on all revenue collected from an NJPA Member that procures the Space Utilization solution from Gordian through a piggyback of this contract, excluding any reimbursement of Reasonable Expenses.





### Space Utilization PriceBook

Space Utilization Startup Fee	\$25,000
Room Fee	\$300 per room

### Sustainability Solutions

Gordian's Sightlines® branded Sustainability solutions can be provided to NJPA Members that elect to piggyback the contract between Gordian and NJPA. The fees set forth on the following page will be applied for a procurement of any of the Sustainability solutions described herein which includes: 1) Sustainability Benchmarking & Analysis (pages 9.70 – 9.75; 2) Sustainability Reporting (pages 9.76 – 9.87; and 3) Sustainability Planning (pages 9.88 – 9.94).

The fees described below for each of the Sustainability solutions do not include any reasonable Reimbursable Expenses, which shall be reimbursed at cost plus ten percent (10%). For the purposes of any contract between Gordian and any NJPA Member, the term "Reimbursable Expenses" shall include the costs of travel, business meals, lodging, communication costs, printing and production costs.

Gordian will remit a One percent (1.00%) administrative fee assessed on all revenue collected from an NJPA Member that procures any of the Sustainability solutions from Gordian through a piggyback of this contract, excluding any reimbursement of Reasonable Expenses.





Pricebook Categories (Gross Sq. Ft.)	Less than 500K	500k-999k	1M-1.49M	1.5M-2.5M	2.5M-3.5M	3.5M-5.5M	5.5M-8M
<b>Sustainability Benchmarking &amp; Analysis</b>	\$11,700	\$14,100	\$17,500	\$21,300	\$22,400	\$23,500	\$29,030
<b>Sustainability Reporting</b>	\$27,100	\$38,700	\$45,650	\$51,100	\$56,000	\$60,900	\$69,050
<b>Sustainability Planning</b>	\$36,500	\$48,000	\$56,600	\$63,500	\$69,390	\$75,600	\$82,500

Pricebook Categories (Gross Sq. Ft.)	8M-11M	11-14M	14-17M	17M-20M	20M-23M	23M-26M	26M-29M
<b>Sustainability Benchmarking &amp; Analysis</b>	\$30,590	\$32,560	\$34,514	\$36,584	\$38,779	\$41,106	\$43,573
<b>Sustainability Reporting</b>	\$72,850	\$77,400	\$82,044	\$86,967	\$92,185	\$97,716	\$103,579
<b>Sustainability Planning</b>	\$90,000	\$94,000	\$99,640	\$105,618	\$111,956	\$118,673	\$125,793

### Integrated Facilities Program

Gordian's Sightlines® branded Integrated Facilities Program products and services can be provided to NJPA Members that elect to piggyback the contract between Gordian and NJPA. Gordian's IFP approach is a three-step process that is completed through a three-year commitment by the purchaser. Accordingly, the fees set forth on the following page represent annual fees, and additional services, that will be assessed to the Member during the three (3) year contract term. In the event the Member is unable or unwilling to commit to a three (3) year contract term, the pricing may be subject to adjustment.

The fees described below for the Integrated Facilities Program do not include any reasonable Reimbursable Expenses, which shall be reimbursed at cost plus ten percent (10%). For the purposes of any contract between Gordian and any NJPA Member, the term "Reimbursable Expenses" shall include the costs of travel, business meals, lodging, communication costs, printing and production costs.

Gordian will remit a One percent (1.00%) administrative fee assessed on all revenue collected from an NJPA Member that procures the Integrated Facilities Program products and services from Gordian through a piggyback of this contract, excluding any reimbursement of Reasonable Expenses.





### Integrated Facilities Program PriceBook

Member Institution with 0 - 500,000 Gross Sq. Ft.	\$30,000 annual fee
Member Institution with 500,001 - 1,000,000 Gross Sq. Ft.	\$45,000 annual fee

Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.

There is no discount range presented in this response.

13. Provide an overall proposed statement of method for pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.

Not applicable.

14. Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services"

Providing sourced goods is not applicable to this contract.

15. Describe your NJPA customer volume rebate programs, as applicable.

Due to the labor intensive services that will be provided under the contract, volume rebates are not available.

16. Identify any Total Cost of Acquisition (as defined herein) cost(s) which is NOT included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to proposer.

All costs are included in the pricing provided on Pages 9.95 – 9.109.

17. If freight, delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Not applicable.

18. As an important part of the evaluation of your offer, indicate the level of pricing you are offering. Prices offered in this proposal are:

- a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
- b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

d. Other, please describe.

The prices offered in this proposal are the same as we offer to government procurement organizations and state purchasing departments. They are also the same prices we offer to other cooperative purchasing networks.

19. Do you offer quantity or volume discounts?

Due to the labor intensive services that will be provided under the contract, volume rebates are not available.

20. Describe in detail your proposed exchange and return program(s) and policy.

Not applicable.

21. Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska, and Hawaii and any related off shore delivery of contracted products/equipment and related services.

Not applicable.

22. Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

The Gordian Group's accounting and finance systems are already set to track and record all revenue attributable to the NJPA eziQC program, and to those JOC programs procured by NJPA Members through a piggyback of the NJPA contract. The Gordian Group also invoices the JOC contractors for the Gordian fee and the NJPA Administrative Fee under the same invoice, and then remits the administrative fee to NJPA once received. This process ensures that all revenue attributable to the NJPA program is accounted for, and all fees are collected. Gordian also conducts self-imposed audits intermittently to ensure that all Job Orders issued through the eziQC program are accounted for, and all complete projects have been marked and invoiced accordingly. The Gordian Group prides itself on contract compliance in all phases, and we will ensure full compliance with the NJPA contract.



26. What national index is used to reflect current market and economic conditions?

The Engineering and News Record's Construction Cost Index.

27. Describe the process and involvement of the contractor and the NJPA Member (owner) relating to the work plan?

Gordian's process for job orders involves the owner and the contractor from the beginning of the process through to the completion of construction to ensure strong communication of goals and expectations. The process starts with the Joint Scope Meeting where the Owner, the Contractor and Gordian representative meet at the project site to discuss the Scope of Work. The Owner is responsible for communicating the project goals, the Contractor is responsible for helping develop the Scope of Work to achieve the Owner's goals, and the Gordian representative is responsible for assisting in this process. Following the Joint Scope Meeting, the Owner with assistance from the Gordian representative and the Contractor develop a Detailed Scope of Work. The Scope of Work, once approved by the Owner is added to the Job Order record by Gordian and submitted to the Contractor along with other Job Order Information in the form of a Request for Proposal (RFP). The Contractor prepares a detailed proposal using the Construction Task Catalog to satisfy the Scope of Work. A Gordian representative will assist the Contractor with this process by answering questions on task and modifier usage, and to help the Contractor find appropriate tasks and modifiers in the Construction Task Catalog. The Contractor submits the proposal electronically to the Gordian representative for review. A process of review and changes takes place between the Gordian representative and the Contractor until they agree the proposal accurately addresses the Detailed Scope of Work. The detailed proposal is provided to the Owner by the Gordian representative for their review and approval. The Gordian representative and the Contractor often sit with the Owner to review the proposal to provide clarity when needed. The Owner has the authority to accept the proposal, request changes, or cancel the job at this point in the process. If the Owner requests changes to the proposal, the Gordian representative works with the Contractor to make and verify the changes. Once the proposal is approved, the Owner issues a Notice to Proceed or Purchase Order to the Contractor. The Owner manages the construction project unless other arrangements have been made.

The Owner is responsible for understanding their needs and explaining their project goals. This often means having a preliminary Scope of Work or architectural or engineering drawings with specifications. Some owners rely on the Contractor's expertise in developing the scope of work. In both cases, the owner must have enough expertise to approve the Scope of Work and manage the project.

28. Describe the code review, ADA review, etc. when an architect or engineer is not used in the building process.

Most Owners have in-house or consultative capability to address code review, ADA review, and other important project related items. When they do not have this capability, they can rely on the Contractor for this expertise for simple projects, or order this expertise as part of the Job Order Contracting process from the Contractor.

The ability to use the Contractor for this service through the JOC Contract is subject to State and local laws.

The Owner determines at the initial Joint Scope Meeting whether additional expertise on a project is necessary. This request results in a unique Job Order for the Contractor to provide the services. The Scope of Work for the expert services would be "Provide sealed drawings by an architect (or engineer) to be approved by the owner for the project at 123 Main St. The scope of the project is: 1... 2... 3...." The Contractor will contact local A/E firms for approval by the Owner and then prepare a price proposal using the task, "Reimbursable Costs." The Contractor will manage the services of the A/E and present the drawings to the Owner when complete. The Owner has the choice to move to the construction phase of the project with the JOC Contractor, put the project on hold, or cancel the project.

### 29. How do you ensure competitive pricing on individual job orders?

With Job Order Contracting all prices are competitively bid at the outset, and the prices paid for construction are determined by applying the JOC contractor's competitively bid adjustment factor to the unit prices contained in the Construction Task Catalog. This ensures NJPA Members are receiving the benefit of the competitive bid process, and that all contracts are compliant with state and local procurement laws requiring that construction work be competitively bid. To ensure that pricing on individual Job Orders is competitive, Gordian or the Member's project managers, whichever is applicable, must thoroughly review each Price Proposal to ensure that the Member is only paying for the appropriate tasks required to complete the Detailed Scope of Work.

### 30. What prevents contractors from low-bidding with an unrealistic multiplier? Explain.

Contractors' bids are based on many factors. The prices in the CTC, the volume of work, the clients they work with and the degree at which proposals are reviewed are a few. Gordian's experience shows that contractors will bid unrealistically low factors when they feel proposals will not be adequately reviewed. This allows them to make up for low bids with proposals that are not good representations of the Scope of Work. Gordian prices the Construction Task Catalogs accurately for the area of work, communicates to the contractor the potential volume of work, and provides expert proposal review for every job order. These steps help to prevent contractors from bidding an unrealistic multiplier.

The Gordian Group enforces proper proposal preparation and review. eGordian, Gordian's JOC management system allows a contractor to enter tasks and quantities. The math required to take the prices of the tasks and multiply it by the quantities and multiplier is done by the system. The Contractor has no control over the math. A Gordian representative reviews the proposal for the proper use of tasks, modifiers, multipliers, and quantities. This rigorous review is how we enforce the use of a multiplier.

### 31. Does an NJPA Member (owner) have the ability to evaluate all awarded contractors and choose between them?

Yes, an NJPA Member may select a specific contractor provided the JOC contractor holds an NJPA contract in the applicable region.

32. Does a Member (owner) have the option to choose between multiple levels of quality?

Yes. Within the Construction Task Catalog there are numerous modifiers that will enable the Member to select the quality of work and/or materials on each project, and the prices are adjusted depending on these selections. The Technical Specifications detail the quality of work and materials to be provided for each task, and ensure that the Member receives exactly what they are paying for when a modifier is applied to a specific task.

33. How does a Member (owner) obtain materials that are not included in the Unit Price Book?

When materials and tasks are not included in the Unit Price Book, the Gordian Group has developed a process for including Non-Prepriced tasks in Job Orders. Non Pre-priced Tasks (NPP) are tasks not included in the Construction Task Catalog. If the JOC contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use pre-priced tasks for labor and equipment from the Construction Task Catalog.

If the work is to be subcontracted, the JOC contractor must submit three independent quotes from subcontractors. The JOC contractor shall not submit a quote or bid from any supplier or subcontractor that the JOC contractor is not prepared to use. The Member may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable.

After a Non Pre-priced Task is used on three separate Job Orders, the Unit Price for such task will be established, following approval by NJPA, and fixed as a permanent Non Pre-priced Task which will no longer require price justification. Tasks will then be developed for inclusion in future CTCs, or existing CTCs can be amended to incorporate the new tasks, depending on the preference of NJPA. Any new tasks that are added will follow the guidelines for task creation outlined in the previous section.

July 7, 2015

RE: The Gordian Group Inc.  
30 Patewood Drive Ste 350  
Greenville, SC 29615-6810

To: NJPA  
202 12<sup>th</sup> Street Northeast  
Staples, MN 56479

Attention: Jonathan Yahn

Dear Mr. Yahn,

The Gordian Group Inc. is an excellent client of Wells Fargo Bank, N.A. They have been our client since 1996 and have always maintained their accounts as agreed. Their current 12 month average balances are generally seven plus figures. At this time, there are no open credit facilities out to The Gordian Group. The Gordian Group Inc. is rated as one of our High Value Customers.

If you have any further questions regarding our banking relationship with The Gordian Group Inc, or need verification, please do not hesitate to contact me directly at 864-255-8342 or via email [trip.lacoste@wellsfargo.com](mailto:trip.lacoste@wellsfargo.com).

Sincerely,



Trip LaCoste  
Senior Business Relationship Manager  
Vice President

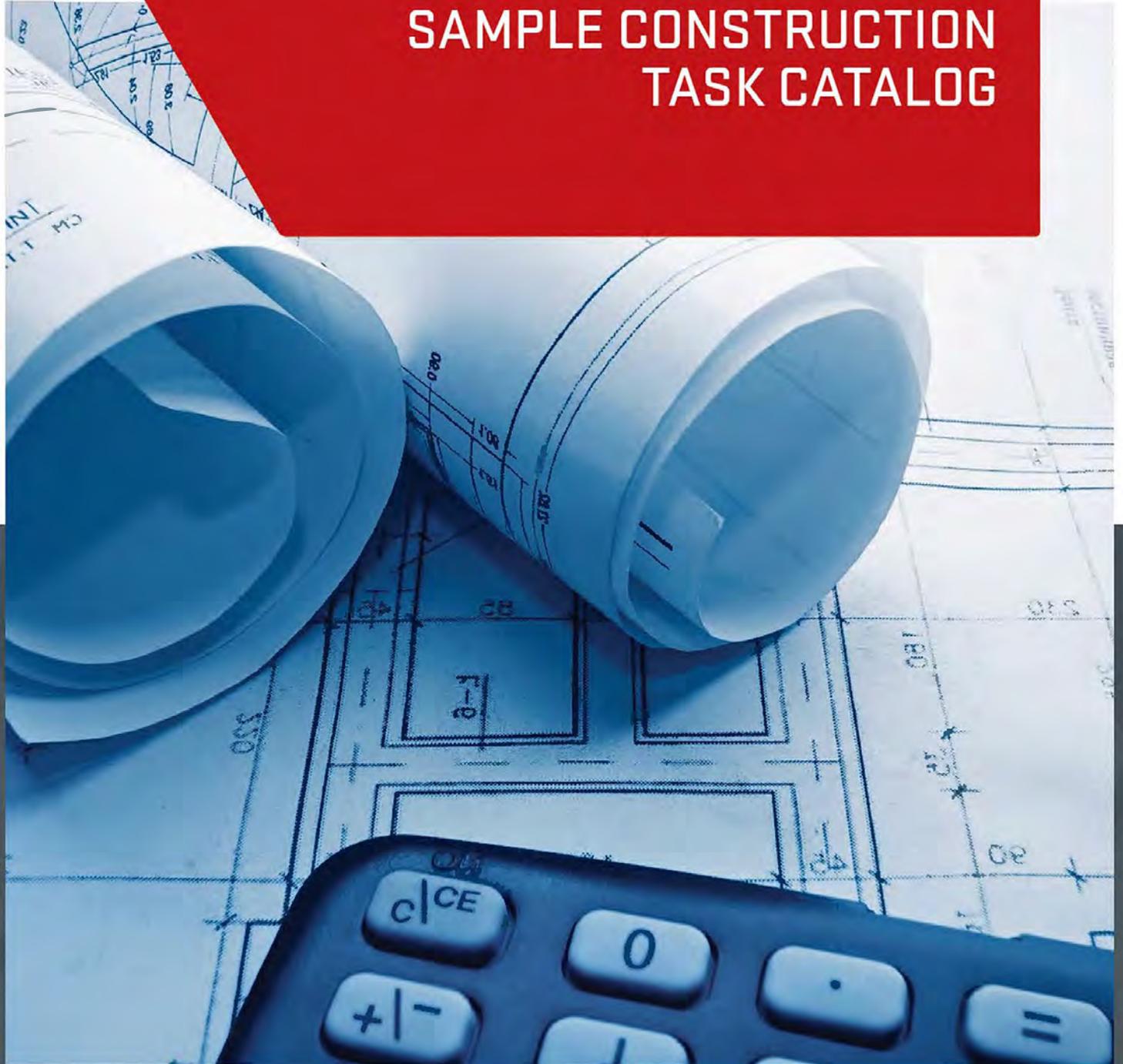
Together we'll go far





BUY SMART. BUILD BETTER.

# SAMPLE CONSTRUCTION TASK CATALOG



THE  
**GORDIAN**  
GROUP®

## 04 Masonry

### 04 01 Maintenance Of Masonry <sup>(04)</sup>

#### 04 01 20 Maintenance Of Unit Masonry <sup>(04 01)</sup>

Note: For use on existing brick. Includes clean-up of debris. Excludes disposal.

##### 04 01 20 41 Unit Masonry Stabilization <sup>(04 01 20)</sup>

##### 04 01 20 41-0001 Unit Masonry Stabilization (Helifix®) <sup>(04 01 20 41)</sup>

##### 04 01 20 41-0002 Grouted Ties For Stabilizing Solid Masonry (Helifix® CemTie) <sup>(04 01 20 41-0001)</sup>

Note: Austenitic stainless steel. For stabilizing solid masonry. Includes drilling, cementitious grout and patching surface.

##### 04 01 20 41-0003 304 Stainless Steel Helical Pin, Grouted Ties For Stabilizing Solid Masonry (Helifix® CemTie) <sup>(04 01 20 41-0002)</sup>

04 01 20 41-0004	EA	8mm Diameter, 350mm Length, 304 Stainless Steel Helical Pin, Grouted Tie For Stabilizing Solid Masonry (Helifix® CemTie).....	17.27
		For Up To 10, Add	3.60
		For >10 To 50, Add	1.80
04 01 20 41-0005	EA	8mm Diameter, 600mm Length, 304 Stainless Steel Helical Pin, Grouted Tie For Stabilizing Solid Masonry (Helifix® CemTie).....	28.07
		For Up To 10, Add	3.60
		For >10 To 50, Add	1.80
04 01 20 41-0006	EA	8mm Diameter, 900mm Length, 304 Stainless Steel Helical Pin, Grouted Tie For Stabilizing Solid Masonry (Helifix® CemTie).....	39.80
		For Up To 10, Add	3.60
		For >10 To 50, Add	1.80

##### 04 01 20 41-0007 316 Stainless Steel Helical Pin, Grouted Ties For Stabilizing Solid Masonry (Helifix® CemTie) <sup>(04 01 20 41-0002)</sup>

04 01 20 41-0008	EA	8mm Diameter, 350mm Length, 316 Stainless Steel Helical Pin, Grouted Tie For Stabilizing Solid Masonry (Helifix® CemTie).....	19.61
		For Up To 10, Add	3.60
		For >10 To 50, Add	1.80
04 01 20 41-0009	EA	8mm Diameter, 600mm Length, 316 Stainless Steel Helical Pin, Grouted Tie For Stabilizing Solid Masonry (Helifix® CemTie).....	32.23
		For Up To 10, Add	3.60
		For >10 To 50, Add	1.80
04 01 20 41-0010	EA	8mm Diameter, 900mm Length, 316 Stainless Steel Helical Pin, Grouted Tie For Stabilizing Solid Masonry (Helifix® CemTie).....	46.04
		For Up To 10, Add	3.60
		For >10 To 50, Add	1.80

##### 04 01 20 41-0011 Ties For Stitching Masonry Cracks (Helifix® Helibar) <sup>(04 01 20 41-0001)</sup>

Note: Austenitic stainless steel. For stabilizing cracked masonry. Includes removing horizontal mortar and re-pointing mortar bed. Includes cementitious grout. Excludes repairing vertical crack.

##### 04 01 20 41-0012 304 Stainless Steel Helical Pin, Ties For Stitching Masonry Cracks (Helifix® Helibar) <sup>(04 01 20 41-0011)</sup>

04 01 20 41-0013	EA	4 5mm Diameter, 1m Length, 304 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar).....	36.66
		For Up To 10, Add	14.42
		For >10 To 50, Add	7.21
04 01 20 41-0014	EA	4 5mm Diameter, 1.2m Length, 304 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar).....	42.79
		For Up To 10, Add	14.42
		For >10 To 50, Add	7.21
04 01 20 41-0015	EA	4 5mm Diameter, 7m Length, 304 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar).....	185.19
		For Up To 10, Add	14.42
		For >10 To 50, Add	7.21
04 01 20 41-0016	EA	6mm Diameter, 1m Length, 304 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar).....	36.66
		For Up To 10, Add	14.42
		For >10 To 50, Add	7.21
04 01 20 41-0017	EA	6mm Diameter, 1.2m Length, 304 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar).....	42.79
		For Up To 10, Add	14.42
		For >10 To 50, Add	7.21
04 01 20 41-0018	EA	6mm Diameter, 1.5m Length, 304 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar).....	49.78
		For Up To 10, Add	14.42
		For >10 To 50, Add	7.21
04 01 20 41-0019	EA	6mm Diameter, 2m Length, 304 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar).....	62.90
		For Up To 10, Add	14.42
		For >10 To 50, Add	7.21
04 01 20 41-0020	EA	6mm Diameter, 7m Length, 304 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar).....	185.19
		For Up To 10, Add	14.42
		For >10 To 50, Add	7.21

##### 04 01 20 41-0021 316 Stainless Steel Helical Pin, Ties For Stitching Masonry Cracks (Helifix® Helibar) <sup>(04 01 20 41-0011)</sup>

MINOR  
CSI UOM DESCRIPTION

TOTAL DIRECT DEMOLITION  
UNIT COST UNIT COST

04 01 20 41-0022	EA	4.5mm Diameter, 1m Length, 316 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar)	40 00
		For Up To 10, Add	14.42
		For >10 To 50, Add	7.21
04 01 20 41-0023	EA	4.5mm Diameter, 1.2m Length, 316 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar)	47 25
		For Up To 10, Add	14.42
		For >10 To 50, Add	7.21
04 01 20 41-0024	EA	4.5mm Diameter, 7m Length, 316 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar)	213 03
		For Up To 10, Add	14.42
		For >10 To 50, Add	7.21
04 01 20 41-0025	EA	6mm Diameter, 1m Length, 316 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar)	40 00
		For Up To 10, Add	14.42
		For >10 To 50, Add	7.21
04 01 20 41-0026	EA	6mm Diameter, 1.2m Length, 316 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar)	47 25
		For Up To 10, Add	14.42
		For >10 To 50, Add	7.21
04 01 20 41-0027	EA	6mm Diameter, 1.5m Length, 316 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar)	55 34
		For Up To 10, Add	14.42
		For >10 To 50, Add	7.21
04 01 20 41-0028	EA	6mm Diameter, 2m Length, 316 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar)	70 70
		For Up To 10, Add	14.42
		For >10 To 50, Add	7.21
04 01 20 41-0029	EA	6mm Diameter, 7m Length, 316 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar)	213 03
		For Up To 10, Add	14.42
		For >10 To 50, Add	7.21
<b>04 01 20 41-0030</b>		<b>Mechanical Repair Anchors (Helifix® TorkFix) (04 01 20 41-0001)</b>	
		Note: Austenitic stainless steel. For stabilizing masonry veneer walls to inner wythes of brick, concrete block, wood studs or steel studs. Includes drilling and patching surface.	
<b>04 01 20 41-0031</b>		<b>304 Stainless Steel, Mechanical Repair Anchors (Helifix® TorkFix) (04 01 20 41-0030)</b>	
04 01 20 41-0032	EA	4-1/2" Length, Brick To Brick/Concrete Block, 304 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)	8 04
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
04 01 20 41-0033	EA	5-1/2" Length, Brick To Brick/Concrete Block, 304 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)	9 14
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
04 01 20 41-0034	EA	6-1/2" Length, Brick To Brick/Concrete Block, 304 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)	10 24
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
04 01 20 41-0035	EA	7-1/2" Length, Brick To Brick/Concrete Block, 304 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)	11 34
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
04 01 20 41-0036	EA	8-1/2" Length, Brick To Brick/Concrete Block, 304 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)	12 44
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
04 01 20 41-0037	EA	9-1/2" Length, Brick To Brick/Concrete Block, 304 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)	13 54
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
04 01 20 41-0038	EA	4-1/2" Length, Brick To Wood Frame/Steel Stud, 304 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)	8 04
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
04 01 20 41-0039	EA	5-1/2" Length, Brick To Wood Frame/Steel Stud, 304 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)	9 14
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
04 01 20 41-0040	EA	6-1/2" Length, Brick To Wood Frame/Steel Stud, 304 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)	10 24
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
04 01 20 41-0041	EA	7-1/2" Length, Brick To Wood Frame/Steel Stud, 304 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)	11 34
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
04 01 20 41-0042	EA	8-1/2" Length, Brick To Wood Frame/Steel Stud, 304 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)	12 44
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
04 01 20 41-0043	EA	10-1/2" Length, Brick To Wood Frame/Steel Stud, 304 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)	14 64
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
04 01 20 41-0044	EA	4-1/2" Length, 304 Stainless Steel, Veneer Panel Anchor (Helifix® TorkFix)	8 04
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
04 01 20 41-0045	EA	6-1/2" Length, 304 Stainless Steel, Veneer Panel Anchor (Helifix® TorkFix)	10 24
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
04 01 20 41-0046	EA	8" Length, 304 Stainless Steel, Veneer Panel Anchor (Helifix® TorkFix)	11 89
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
<b>04 01 20 41-0047</b>		<b>316 Stainless Steel, Mechanical Repair Anchors (Helifix® TorkFix) (04 01 20 41-0030)</b>	

M NOR CSI UOM DESCR PTION	TOTAL DIRECT UNIT COST	DEMOLITION UNIT COST
04 01 20 41-0048 EA 4-1/2" Length, Brick To Brick/Concrete Block, 316 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix).....	8.04	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
04 01 20 41-0049 EA 5-1/2" Length, Brick To Brick/Concrete Block, 316 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix).....	9.14	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
04 01 20 41-0050 EA 6-1/2" Length, Brick To Brick/Concrete Block, 316 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix).....	10.24	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
04 01 20 41-0051 EA 7-1/2" Length, Brick To Brick/Concrete Block, 316 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix).....	11.34	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
04 01 20 41-0052 EA 8-1/2" Length, Brick To Brick/Concrete Block, 316 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix).....	12.44	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
04 01 20 41-0053 EA 9-1/2" Length, Brick To Brick/Concrete Block, 316 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix).....	13.54	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
04 01 20 41-0054 EA 4-1/2" Length, Brick To Wood Frame/Steel Stud, 316 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix).....	8.04	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
04 01 20 41-0055 EA 5-1/2" Length, Brick To Wood Frame/Steel Stud, 316 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix).....	9.14	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
04 01 20 41-0056 EA 6-1/2" Length, Brick To Wood Frame/Steel Stud, 316 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix).....	10.24	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
04 01 20 41-0057 EA 7-1/2" Length, Brick To Wood Frame/Steel Stud, 316 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix).....	11.34	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
04 01 20 41-0058 EA 8-1/2" Length, Brick To Wood Frame/Steel Stud, 316 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix).....	12.44	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
04 01 20 41-0059 EA 10-1/2" Length, Brick To Wood Frame/Steel Stud, 316 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix).....	14.64	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
04 01 20 41-0060 EA 4-1/2" Length, 316 Stainless Steel, Veneer Panel Anchor (Helifix® TorkFix).....	8.04	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
04 01 20 41-0061 EA 6-1/2" Length, 316 Stainless Steel, Veneer Panel Anchor (Helifix® TorkFix).....	10.24	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
04 01 20 41-0062 EA 8" Length, 316 Stainless Steel, Veneer Panel Anchor (Helifix® TorkFix).....	11.89	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
<b>04 01 20 41-0063 Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®) <small>(04 01 20 41-0001)</small></b>		
<small>Note: Austenitic stainless steel. For pinning stucco, terracotta, granite, marble, etc., to concrete block, brick or solid concrete. Includes drilling and patching surface.</small>		
<b>04 01 20 41-0064 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®) <small>(04 01 20 41-0003)</small></b>		
04 01 20 41-0065 EA 8mm Diameter, 115mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	5.45	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
For Metal Stud Clip, Add	1.88	
04 01 20 41-0066 EA 8mm Diameter, 155mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	5.85	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
For Metal Stud Clip, Add	1.88	
04 01 20 41-0067 EA 8mm Diameter, 170mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	5.92	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
For Metal Stud Clip, Add	1.88	
04 01 20 41-0068 EA 8mm Diameter, 195mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	6.09	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
For Metal Stud Clip, Add	1.88	
04 01 20 41-0069 EA 8mm Diameter, 220mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	6.38	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
For Metal Stud Clip, Add	1.88	

MINOR  
CSI UOM DESCRIPTION

TOTAL DIRECT DEMOLITION  
UNIT COST UNIT COST

04 01 20 41-0070	EA	8mm Diameter, 245mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	6.62
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0071	EA	8mm Diameter, 270mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	6.74
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0072	EA	8mm Diameter, 295mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	6.89
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0073	EA	8mm Diameter, 325mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	7.60
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0074	EA	8mm Diameter, 350mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	7.70
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0075	EA	8mm Diameter, 400mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	8.54
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0076	EA	8mm Diameter, 450mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	9.26
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0077	EA	8mm Diameter, 500mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	9.87
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0078	EA	8mm Diameter, 550mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	12.03
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0079	EA	8mm Diameter, 600mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	13.95
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0080	EA	8mm Diameter, 700mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	16.50
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0081	EA	10mm Diameter, 125mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	5.59
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0082	EA	10mm Diameter, 155mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	6.01
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0083	EA	10mm Diameter, 170mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	6.40
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0084	EA	10mm Diameter, 195mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	6.74
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0085	EA	10mm Diameter, 220mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	6.96
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0086	EA	10mm Diameter, 245mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	7.11
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88



## 04 Masonry

## 04 01 Maintenance Of Masonry

## 04 01 20 Maintenance Of Unit Masonry



National Joint Powers Alliance®

MINOR  
CSI UOM DESCRIPTIONTOTAL DIRECT DEMOLITION  
UNIT COST UNIT COST

04 01 20 41-0104	EA	10mm Tapered To 8mm Diameter, 155mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric)	7.17
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0105	EA	10mm Tapered To 8mm Diameter, 170mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric)	7.65
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0106	EA	10mm Tapered To 8mm Diameter, 195mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric)	7.99
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0107	EA	10mm Tapered To 8mm Diameter, 220mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric)	8.21
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0108	EA	10mm Tapered To 8mm Diameter, 245mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric)	8.37
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0109	EA	10mm Tapered To 8mm Diameter, 300mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric)	8.73
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0110	EA	304 Stainless Steel, Seismic Connector (Helifix® DryFix®) Note: For installation over the DryFix® helical pin. Excludes removal of grout from the horizontal mortar joint and installation of Helibar or 9 gauge continuous wire.	3.03
		For Up To 10, Add	1.08
		For >10 To 50, Add	0.54
04 01 20 41-0111		316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®) [04 01 20 41-0003]	
04 01 20 41-0112	EA	8mm Diameter, 115mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	6.08
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0113	EA	8mm Diameter, 155mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	6.57
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0114	EA	8mm Diameter, 170mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	6.67
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0115	EA	8mm Diameter, 195mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	6.87
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0116	EA	8mm Diameter, 220mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	7.23
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0117	EA	8mm Diameter, 245mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	7.53
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0118	EA	8mm Diameter, 270mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	7.68
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0119	EA	8mm Diameter, 295mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	7.88
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0120	EA	8mm Diameter, 325mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	8.61
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0121	EA	8mm Diameter, 350mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	8.74
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88

M NOR CSI UOM DESCR PTION	TOTAL DIRECT UNIT COST	DEMOLITION UNIT COST
04 01 20 41-0122 EA 8mm Diameter, 400mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	9.80	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
For Metal Stud Clip, Add	1.88	
04 01 20 41-0123 EA 8mm Diameter, 450mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	10.69	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
For Metal Stud Clip, Add	1.88	
04 01 20 41-0124 EA 8mm Diameter, 500mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	11.46	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
For Metal Stud Clip, Add	1.88	
04 01 20 41-0125 EA 8mm Diameter, 550mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	14.15	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
For Metal Stud Clip, Add	1.88	
04 01 20 41-0126 EA 8mm Diameter, 600mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	16.34	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
For Metal Stud Clip, Add	1.88	
04 01 20 41-0127 EA 8mm Diameter, 700mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	19.53	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
For Metal Stud Clip, Add	1.88	
04 01 20 41-0128 EA 10mm Diameter, 125mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	6.33	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
For Metal Stud Clip, Add	1.88	
04 01 20 41-0129 EA 10mm Diameter, 155mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	6.82	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
For Metal Stud Clip, Add	1.88	
04 01 20 41-0130 EA 10mm Diameter, 170mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	7.30	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
For Metal Stud Clip, Add	1.88	
04 01 20 41-0131 EA 10mm Diameter, 195mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	7.73	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
For Metal Stud Clip, Add	1.88	
04 01 20 41-0132 EA 10mm Diameter, 220mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	8.01	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
For Metal Stud Clip, Add	1.88	
04 01 20 41-0133 EA 10mm Diameter, 245mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	8.19	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
For Metal Stud Clip, Add	1.88	
04 01 20 41-0134 EA 10mm Diameter, 270mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	8.51	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
For Metal Stud Clip, Add	1.88	
04 01 20 41-0135 EA 10mm Diameter, 300mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	8.64	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
For Metal Stud Clip, Add	1.88	
04 01 20 41-0136 EA 10mm Diameter, 350mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	9.23	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
For Metal Stud Clip, Add	1.88	
04 01 20 41-0137 EA 10mm Diameter, 400mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	10.03	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
For Metal Stud Clip, Add	1.88	
04 01 20 41-0138 EA 10mm Diameter, 450mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	10.76	
For Up To 10, Add	2.16	
For >10 To 50, Add	1.08	
For Metal Stud Clip, Add	1.88	

MINOR  
CSI UOM DESCRIPTION

TOTAL DIRECT DEMOLITION  
UNIT COST UNIT COST

04 01 20 41-0139	EA	10mm Diameter, 500mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	11.70
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0140	EA	10mm Diameter, 550mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	16.76
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0141	EA	10mm Diameter, 600mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	19.18
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0142	EA	10mm Diameter, 700mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	23.58
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0143	EA	8mm Tapered To 6.5mm Diameter, 155mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric).....	7.51
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0144	EA	8mm Tapered To 6.5mm Diameter, 170mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric).....	7.79
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0145	EA	8mm Tapered To 6.5mm Diameter, 185mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric).....	7.99
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0146	EA	8mm Tapered To 6.5mm Diameter, 195mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric).....	8.14
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0147	EA	8mm Tapered To 6.5mm Diameter, 220mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric).....	8.58
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0148	EA	8mm Tapered To 6.5mm Diameter, 245mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric).....	9.28
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0149	EA	8mm Tapered To 6.5mm Diameter, 270mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric).....	9.51
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0150	EA	8mm Tapered To 6.5mm Diameter, 295mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric).....	10.20
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0151	EA	10mm Tapered To 8mm Diameter, 155mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric).....	8.22
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0152	EA	10mm Tapered To 8mm Diameter, 170mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric).....	8.83
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0153	EA	10mm Tapered To 8mm Diameter, 195mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric).....	9.26
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0154	EA	10mm Tapered To 8mm Diameter, 220mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric).....	9.53
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88
04 01 20 41-0155	EA	10mm Tapered To 8mm Diameter, 245mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric).....	9.72
		For Up To 10, Add	2.16
		For >10 To 50, Add	1.08
		For Metal Stud Clip, Add	1.88



BUY SMART. BUILD BETTER.

# SAMPLE TECHNICAL SPECIFICATIONS



THE  
**GORDIAN**  
GROUP®



## SECTION 04 01 20 51 - CLAY MASONRY RESTORATION AND CLEANING

### 1.1 GENERAL

#### A. Description Of Work

1. This specification covers the furnishing and installation of materials for clay masonry restoration and cleaning. Products shall be as follows or as directed by NJPA Member. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

#### B. Summary

1. Section includes maintenance of unit masonry consisting of brick and terra cotta clay masonry restoration and cleaning as follows:
  - a. Unused anchor removal.
  - b. Repairing unit masonry, including replacing units.
  - c. Painting steel uncovered during the work.
  - d. Reanchoring veneers.
  - e. Repointing joints.
  - f. Preliminary cleaning, including removing plant growth.
  - g. Cleaning exposed unit masonry surfaces.
2. Owner-Furnished Material: Salvaged brick (if salvaged brick is available from NJPA Member for reuse).

#### C. Definitions

1. Very Low-Pressure Spray: Under 100 psi (690 kPa).
2. Low-Pressure Spray: 100 to 400 psi (690 to 2750 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).
3. Medium-Pressure Spray: 400 to 800 psi (2750 to 5510 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).
4. High-Pressure Spray: 800 to 1200 psi (5510 to 8250 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).
5. Saturation Coefficient: Ratio of the weight of water absorbed during immersion in cold water to weight absorbed during immersion in boiling water; used as an indication of resistance of masonry units to freezing and thawing.

#### D. Preconstruction Testing

1. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on masonry units as follows.
  - a. Existing Brick and Terra Cotta: Test each type of existing masonry unit indicated for replacement, according to testing methods in ASTM C 67 for compressive strength, 24-hour cold-water absorption, 5-hour boil absorption, saturation coefficient, and initial rate of absorption (suction). Carefully remove five existing units from locations designated by NJPA Member. Take testing samples from these units.
  - b. Existing Mortar: Test according to ASTM C 295, modified as agreed by testing service and NJPA Member for Project requirements, to determine proportional composition of original ingredients, sizes and colors of aggregates, and approximate strength. Use X-ray diffraction, infrared spectroscopy, and differential thermal analysis as necessary to supplement microscopical methods. Carefully remove existing mortar from within joints at five locations designated by NJPA Member or testing service.
  - c. Temporary Patch: as directed by NJPA Member, provide temporary materials at locations from which existing samples were taken.
  - d. Replacement Brick and Terra Cotta: Test each proposed type of replacement masonry unit, according to sampling and testing methods in ASTM C 67 for compressive strength, 24-hour cold-water absorption, 5-hour boil absorption, saturation coefficient, and initial rate of absorption (suction).

#### E. Submittals



1. Product Data: For each type of product indicated.
2. Shop Drawings: For the following:
  - a. Full-size patterns with complete dimensions for new terra cotta units, specially molded brick shapes, and brick arches and their jointing, showing relation of existing to new units.
  - b. Setting number of each new terra cotta unit and its location on the structure in annotated plans and elevations.
  - c. Provisions for expansion joints or other sealant joints.
  - d. Provisions for flashing, lighting fixtures, conduits, and weep holes as required.
  - e. Replacement and repair anchors. Include details of anchors within individual masonry units, with locations of anchors and dimensions of holes and recesses in units required for anchors.
3. Samples: For each exposed product and for each color and texture specified.
4. Preconstruction Test Reports.

F. Quality Assurance

1. Restoration Specialist Qualifications: Engage an experienced, preapproved masonry restoration and cleaning firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience installing standard unit masonry is not sufficient experience for masonry restoration work.
  - a. At Contractor's option, work may be divided between two specialist firms: one for cleaning work and one for repair work.
  - b. Field Supervision: Restoration specialist firms shall maintain experienced full-time supervisors on Project site during times that clay masonry restoration and cleaning work is in progress. Supervisors shall not be changed during Project except for causes beyond the control of restoration specialist firm.
  - c. Restoration Worker Qualifications: Persons who are experienced and specialize in restoration work of types they will be performing. When masonry units are being patched, assign at least one worker among those performing patching work who is trained and certified by manufacturer of patching compound to apply its products.
2. Terra Cotta Manufacturer Qualifications: A firm regularly engaged in manufacturing custom architectural terra cotta units for building restoration purposes, of same type and of similar size, complexity, and tolerances as those required for the Work.
3. Mockups: Prepare mockups of restoration and cleaning to demonstrate aesthetic effects and set quality standards for materials and execution and for fabrication and installation.
  - a. Masonry Repair: Prepare sample areas for each type of masonry material indicated to have repair work performed. If not otherwise indicated, size each mockup not smaller than 2 adjacent whole units or approximately 48 inches (1200 mm) in least dimension. Erect sample areas in existing walls unless otherwise indicated, to demonstrate quality of materials, workmanship, and blending with existing work. Include the following as a minimum:
    - 1) Replacement:
      - a) Four brick units replaced.
      - b) Four terra cotta units replaced.
    - 2) Reanchoring Veneers: Install three masonry repair anchors in mockup wall assembly of each anchor type required.
    - 3) Patching: Three small holes at least 1 inch (25 mm) in diameter **OR** as directed, **as directed**, for each type of masonry material indicated to be patched, so as to leave no evidence of repair.
    - 4) Widening Joints: Widen a joint in 2 separate locations, each approximately 12 inches (300 mm) long **OR** as directed, **as directed**.
  - b. Repointing: Rake out joints in 2 separate areas, each approximately 36 inches (900 mm) high by 48 inches (1200 mm) wide **OR** as indicated, **as directed**, for each type of repointing required and repoint one of the areas.



- c. Cleaning: Clean an area approximately 25 sq. ft. (2.3 sq. m) **OR** as indicated, **as directed**, for each type of masonry and surface condition.
  4. Preinstallation Conference: Conduct conference at Project site.
- G. Delivery, Storage, And Handling
1. Deliver masonry units to Project site strapped together in suitable packs or pallets or in heavy-duty cartons.
  2. Deliver each piece of terra cotta with code mark or setting number on unexposed face, corresponding to Shop Drawings, using nonstaining paint.
  3. Deliver other materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
  4. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
  5. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
  6. Store lime putty covered with water in sealed containers.
  7. Store sand where grading and other required characteristics can be maintained and contamination avoided.
- H. Project Conditions
1. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit masonry restoration and cleaning work to be performed according to manufacturers' written instructions and specified requirements.
  2. Repair masonry units and repoint mortar joints only when air temperature is between 40 and 90 deg F (4 and 32 deg C) and is predicted to remain so for at least 7 days after completion of the Work unless otherwise indicated.
  3. Cold-Weather Requirements: Comply with the following procedures for masonry repair and mortar-joint pointing unless otherwise indicated:
    - a. When air temperature is below 40 deg F (4 deg C), heat mortar ingredients, masonry repair materials, and existing masonry walls to produce temperatures between 40 and 120 deg F (4 and 49 deg C).
    - b. When mean daily air temperature is below 40 deg F (4 deg C), provide enclosure and heat to maintain temperatures above 32 deg F (0 deg C) within the enclosure for 7 days after repair and pointing.
    - c. Hot-Weather Requirements: Protect masonry repair and mortar-joint pointing when temperature and humidity conditions produce excessive evaporation of water from mortar and repair materials. Provide artificial shade and wind breaks and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F (32 deg C) and above unless otherwise indicated.
  4. For manufactured repair materials, perform work within the environmental limits set by each manufacturer.
  5. Clean masonry surfaces only when air temperature is 40 deg F (4 deg C) and above and is predicted to remain so for at least 7 days after completion of cleaning.

## 1.2 PRODUCTS

### A. Masonry Materials

1. Face Brick: Provide face brick, including specially molded, ground, cut, or sawed shapes where required to complete masonry restoration work.
  - a. Provide units with physical properties, colors, color variation within units, surface texture, size, and shape to match existing brickwork.
    - 1) Physical Properties per ASTM C 67:
    - 2) For existing brickwork that exhibits a range of colors or color variation within units, provide brick that proportionally matches that range and variation rather than brick that matches an individual color within that range.



- b. Special Shapes:
      - 1) Provide specially molded, 100 percent solid shapes for applications where core holes or "frogs" could be exposed to view or weather when in final position and where shapes produced by sawing would result in sawed surfaces being exposed to view.
      - 2) Provide specially ground units, shaped to match patterns, for arches and where indicated.
      - 3) Mechanical chopping or breaking brick, or bonding pieces of brick together by adhesive, are not acceptable procedures for fabricating special shapes.
    - c. Tolerances as Fabricated: Comply with tolerance requirements in ASTM C 216, Type FBX **OR** Comply with tolerance requirements in ASTM C 216, Type FBS, **as directed**.
  2. Building Brick: Provide building brick complying with ASTM C 62, of same vertical dimension as face brick, for masonry work concealed from view.
    - a. Grade SW where in contact with earth.
    - b. Grade SW, MW, or NW for concealed backup.
  3. Salvaged Brick: Obtain salvaged brick from NJPA Member from location shown on Drawings. Clean off residual mortar.
  4. Glazed Terra Cotta: Provide new terra cotta units to match existing terra cotta units in body composition, physical properties, color, gloss, surface texture, thickness, profile, dimensions, and composition of surface glaze.
    - a. Physical Properties: Provide units with tested physical properties within 10 percent of those determined from preconstruction testing of selected existing units.
      - 1) Physical Properties per ASTM C 67:
    - b. Tolerances as Fabricated: Comply with tolerance requirements in ASTM C 212, Type FTX.
  5. Brownstone Terra Cotta: Provide new, unglazed, brownstone terra cotta units to match existing terra cotta units in body composition, physical properties, colors, color variation within units, surface texture, unit profile, and dimensions.
    - a. Physical Properties: Provide units with tested physical properties within 10 percent of those determined from preconstruction testing of selected existing units.
    - b. Physical Properties per ASTM C 67:
    - c. Tolerances as Fabricated: Comply with tolerance requirements in ASTM C 212, Type FTX.
    - d. For existing terra cotta that exhibits a range of colors or color variation within units, provide terra cotta that proportionally matches that range and variation rather than terra cotta that matches an individual color within that range.
- B. Mortar Materials
  1. Portland Cement: ASTM C 150, Type I or Type II, white or gray or both where required for color matching of exposed mortar.
    - a. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.
  2. Hydrated Lime: ASTM C 207, Type S.
  3. Factory-Prepared Lime Putty: ASTM C 1489.
  4. Quicklime: ASTM C 5, pulverized lime.
  5. Mortar Sand: ASTM C 144 unless otherwise indicated.
    - a. Color: Provide natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
    - b. For pointing mortar, provide sand with rounded edges.
    - c. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
  6. Mortar Pigments: Natural and synthetic iron oxides, compounded for mortar mixes. Use only pigments with a record of satisfactory performance in masonry mortars.
  7. Water: Potable.



- C. Manufactured Repair Materials
1. Masonry Patching Compound: Factory-mixed cementitious product that is custom manufactured for patching masonry.
    - a. Use formulation that is vapor- and water permeable (equal to or more than the masonry unit), exhibits low shrinkage, has lower modulus of elasticity than the masonry units being repaired, and develops high bond strength to all types of masonry.
    - b. Use formulation having working qualities and retardation control to permit forming and sculpturing where necessary.
    - c. Formulate patching compound used for patching brick and terra cotta in colors and textures to match each masonry unit being patched.
  2. Terra Cotta Glaze Replacement: A high-solids, nonyellowing, fade-resistant, waterborne polyurethane or epoxy coating intended for exterior use as terra cotta glaze replacement. Product shall be custom mixed by manufacturer to match color and gloss of existing terra cotta glaze.
- D. Paint Removers
1. Alkaline Paste Paint Remover: Manufacturer's standard alkaline paste formulation for removing paint coatings from masonry.
  2. Covered or Skin-Forming Alkaline Paint Remover: Manufacturer's standard covered or skin-forming alkaline formulation for removing paint coatings from masonry.
  3. Solvent-Type Paint Remover: Manufacturer's standard water-rinsable, solvent-type gel formulation for removing paint coatings from masonry.
  4. Low-Odor, Solvent-Type Paint Remover: Manufacturer's standard low-odor, water-rinsable solvent-type gel formulation, containing no methanol or methylene chloride, for removing paint coatings from masonry.
- E. Cleaning Materials
1. Water: Potable.
  2. Hot Water: Water heated to a temperature of 140 to 160 deg F (60 to 71 deg C).
  3. Job-Mixed Detergent Solution: Solution prepared by mixing 2 cups (0.5 L) of tetrasodium polyphosphate, 1/2 cup (125 mL) of laundry detergent, and 20 quarts (20 L) of hot water for every 5 gal. (20 L) of solution required.
  4. Job-Mixed Mold, Mildew, and Algae Remover: Solution prepared by mixing 2 cups (0.5 L) of tetrasodium polyphosphate, 5 quarts (5 L) of 5 percent sodium hypochlorite (bleach), and 15 quarts (15 L) of hot water for every 5 gal. (20 L) of solution required.
  5. Nonacidic Gel Cleaner: Manufacturer's standard gel formulation, with pH between 6 and 9, that contains detergents with chelating agents and is specifically formulated for cleaning masonry surfaces.
  6. Nonacidic Liquid Cleaner: Manufacturer's standard mildly alkaline liquid cleaner formulated for removing mold, mildew, and other organic soiling from ordinary building materials, including polished stone, brick, aluminum, plastics, and wood.
  7. Mild Acidic Cleaner: Manufacturer's standard mildly acidic cleaner containing no muriatic (hydrochloric), hydrofluoric, or sulfuric acid; or ammonium bifluoride or chlorine bleaches.
  8. Acidic Cleaner: Manufacturer's standard acidic masonry cleaner composed of hydrofluoric acid or ammonium bifluoride blended with other acids, detergents, wetting agents, and inhibitors.
  9. Two-Part Chemical Cleaner: Manufacturer's standard system consisting of potassium or sodium hydroxide based, alkaline prewash cleaner and acidic afterwash cleaner that does not contain hydrofluoric acid.
- F. Accessory Materials
1. Liquid Strippable Masking Agent: Manufacturer's standard liquid, film-forming, strippable masking material for protecting glass, metal, and polished stone surfaces from damaging effects of acidic and alkaline masonry cleaners.
  2. Terra Cotta Anchors: Type and size indicated or, if not indicated, to match existing anchors in size and type. Fabricate anchors from Type 304 **OR** Type 316, **as directed**, stainless steel.



3. Masonry Repair Anchors, Expansion Type: Mechanical fasteners designed for masonry veneer stabilization consisting of 1/4-inch- (6-mm-) diameter, Type 304 **OR** Type 316, **as directed**, stainless-steel rod with brass expanding shells at each end and water-shedding washer in the middle. Expanding shells shall be designed to provide positive mechanical anchorage to veneer on one end and backup masonry on the other.
4. Masonry Repair Anchors, Spiral Type: Type 304 **OR** Type 316, **as directed**, stainless-steel spiral rods designed to anchor to backing and veneer. Anchors are flexible in plane of veneer but rigid perpendicular to it.
  - a. Provide adhesive-installed anchors complete with manufacturer's standard epoxy adhesive and injection tubes, or other devices required for installation.
  - b. Provide driven-in anchors designed to be installed in drilled holes and relying on screw effect rather than adhesive to secure them to backup and veneer.
5. Masonry Repair Anchors, Rod/Screen Tube Type: Stainless-steel screen tube with or without Type 304 **OR** Type 316, **as directed**, stainless-steel rod, adhesive installed by injection with manufacturer's standard epoxy adhesive, complete with other devices required for installation.
6. Sealant Materials:
  - a. Provide manufacturer's standard chemically curing, elastomeric sealant(s) of base polymer and characteristics indicated below that comply with applicable requirements in Division 07 Section "Joint Sealants".
    - 1) Single-component, nonsag urethane sealant.
  - b. Colors: Provide colors of exposed sealants to match colors of masonry adjoining installed sealant unless otherwise indicated.
  - c. Ground-Mortar Aggregate: Custom crushed and ground pointing mortar sand or existing mortar retrieved from joints. Grind to a particle size that matches the adjacent mortar aggregate and color. Remove all fines passing the 100 sieve.
7. Joint-Sealant Backing:
  - a. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) or Type B (bicellular material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
  - b. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where acceptable.
8. Setting Buttons: Resilient plastic buttons, nonstaining to masonry, sized to suit joint thicknesses and bed depths of masonry units without intruding into required depths of pointing materials.
9. Masking Tape: Nonstaining, nonabsorbent material, compatible with pointing mortar, joint primers, sealants, and surfaces adjacent to joints; that will easily come off entirely, including adhesive.
10. Antirust Coating: Fast-curing, lead- and chromate-free, self-curing, universal modified-alkyd primer complying with MPI #79, Alkyd Anticorrosive Metal Primer or SSPC-Paint 20 or SSPC-Paint 29 zinc-rich coating.
  - a. Use coating requiring no better than SSPC-SP 2, "Hand Tool Cleaning" **OR** SSPC-SP 3, "Power Tool Cleaning" **OR** SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning", **as directed**, surface preparation according to manufacturer's literature or certified statement.
  - b. Use coating with a VOC content of 420 g/L (3.5 lb/gal.) or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
11. Miscellaneous Products: Select materials and methods of use based on the following, subject to approval of a mockup:
  - a. Previous effectiveness in performing the work involved.
  - b. Little possibility of damaging exposed surfaces.
  - c. Consistency of each application.
  - d. Uniformity of the resulting overall appearance.
  - e. Do not use products or tools that could do the following:
    - 1) Remove, alter, or in any way harm the present condition or future preservation of existing surfaces, including surrounding surfaces not in contract.



- 2) Leave a residue on surfaces.

G. Mortar Mixes

1. Preparing Lime Putty: Slake quicklime and prepare lime putty according to appendix to ASTM C 5 and manufacturer's written instructions.
2. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
  - a. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.
3. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without NJPA Member's approval.
  - a. Mortar Pigments: Where mortar pigments are indicated, do not exceed a pigment-to-cement ratio of 1:10 by weight.
4. Do not use admixtures in mortar unless otherwise indicated.
5. Mortar Proportions: Mix mortar materials in the following proportions:
  - a. Pointing Mortar for Brick: 1 part portland cement, 2 parts lime, and 6 parts sand **OR** 1 part portland cement, 6 parts lime, and 12 parts sand, **as directed**.
    - 1) Add mortar pigments to produce mortar colors required.
  - b. Pointing Mortar for Terra Cotta: 1 part white portland cement, 1 part lime, and 6 parts sand.
    - 1) Add mortar pigments to produce mortar colors required.
  - c. Rebuilding (Setting) Mortar: Same as pointing mortar except mortar pigments are not required, **as directed**.
  - d. Rebuilding (Setting) Mortar: 1 part portland cement, 2 parts lime, and 6 parts sand **OR** 1 part portland cement, 6 parts lime, and 12 parts sand, **as directed**.
  - e. Rebuilding (Setting) Mortar: Comply with ASTM C 270, Proportion Specification, Type N unless otherwise indicated; with cementitious material limited to portland cement and lime.

H. Chemical Cleaning Solutions

1. Dilute chemical cleaners with water to produce solutions not exceeding concentration recommended by chemical-cleaner manufacturer.
2. Acidic Cleaner Solution for Brick and Brownstone Terra Cotta: Dilute with water to produce hydrofluoric acid content of 3 percent or less, but not greater than that recommended by chemical-cleaner manufacturer.
3. Acidic Cleaner Solution for Glazed Terra Cotta: Dilute with water to concentration demonstrated by testing that does not etch or otherwise damage terra cotta surface, but not greater than that recommended by chemical-cleaner manufacturer.

1.3 EXECUTION

A. Protection

1. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm resulting from masonry restoration work.
  - a. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during course of restoration and cleaning work.
2. Comply with chemical-cleaner manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products. Prevent chemical-cleaning solutions from coming into contact with people, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.



- a. Cover adjacent surfaces with materials that are proven to resist chemical cleaners used unless chemical cleaners being used will not damage adjacent surfaces. Use materials that contain only waterproof, UV-resistant adhesives. Apply masking agents to comply with manufacturer's written instructions. Do not apply liquid masking agent to painted or porous surfaces. When no longer needed, promptly remove masking to prevent adhesive staining.
  - b. Keep wall wet below area being cleaned to prevent streaking from runoff.
  - c. Do not clean masonry during winds of sufficient force to spread cleaning solutions to unprotected surfaces.
  - d. Neutralize and collect alkaline and acid wastes for disposal off NJPA Member's property.
  - e. Dispose of runoff from cleaning operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.
3. Prevent mortar from staining face of surrounding masonry and other surfaces.
    - a. Cover sills, ledges, and projections to protect from mortar droppings.
    - b. Keep wall area wet below rebuilding and pointing work to discourage mortar from adhering.
    - c. Immediately remove mortar in contact with exposed masonry and other surfaces.
    - d. Clean mortar splatters from scaffolding at end of each day.
  4. Remove gutters and downspouts adjacent to masonry and store where indicated during masonry restoration and cleaning. Reinstall when masonry restoration and cleaning are complete.
    - a. Provide temporary rain drainage during work as indicated to direct water away from building.
- B. Unused Anchor Removal**
1. Remove masonry anchors, brackets, wood nailers, and other extraneous items no longer in use unless identified as historically significant or indicated to remain.
    - a. Remove items carefully to avoid spalling or cracking masonry.
    - b. Where directed, if an item cannot be removed without damaging surrounding masonry, do the following:
      - 1) Cut or grind off item approximately 3/4 inch (20 mm) beneath surface and core drill a recess of same depth in surrounding masonry as close around item as practical.
      - 2) Immediately paint exposed end of item with two coats of antirust coating, following coating manufacturer's written instructions and without exceeding manufacturer's recommended dry film thickness per coat. Keep paint off sides of recess.
    - c. Patch the hole where each item was removed unless directed to remove and replace the masonry unit.
- C. Brick Removal And Replacement**
1. At locations indicated, remove bricks that are damaged, spalled, or deteriorated or are to be reused. Carefully demolish or remove entire units from joint to joint, without damaging surrounding masonry, in a manner that permits replacement with full-size units.
    - a. When removing single bricks, remove material from center of brick and work toward outside edges.
  2. Support and protect remaining masonry that surrounds removal area. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.
  3. Notify NJPA Member of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing masonry backup, rotted wood, rusted metal, and other deteriorated items.
  4. Remove in an undamaged condition as many whole bricks as possible.
    - a. Remove mortar, loose particles, and soil from brick by cleaning with hand chisels, brushes, and water.
    - b. Remove sealants by cutting close to brick with utility knife and cleaning with solvents.
    - c. Store brick for reuse. Store off ground, on skids, and protected from weather.
    - d. Deliver cleaned brick not required for reuse to NJPA Member unless otherwise indicated.
  5. Clean bricks surrounding removal areas by removing mortar, dust, and loose particles in preparation for replacement.



6. Replace removed damaged brick with other removed brick and salvaged brick in good quality, where possible, or with new brick matching existing brick, including size. Do not use broken units unless they can be cut to usable size.
  7. Install replacement brick into bonding and coursing pattern of existing brick. If cutting is required, use a motor-driven saw designed to cut masonry with clean, sharp, unchipped edges.
    - a. Maintain joint width for replacement units to match existing joints.
    - b. Use setting buttons or shims to set units accurately spaced with uniform joints.
  8. Lay replacement brick with completely filled bed, head, and collar joints. Butter ends with sufficient mortar to fill head joints and shove into place. Wet both replacement and surrounding bricks that have ASTM C 67 initial rates of absorption (suction) of more than 30 g/30 sq. in. per min. (30 g/194 sq. cm per min.). Use wetting methods that ensure that units are nearly saturated but surface is dry when laid.
    - a. Tool exposed mortar joints in repaired areas to match joints of surrounding existing brickwork.
    - b. Rake out mortar used for laying brick before mortar sets and point new mortar joints in repaired area to comply with requirements for repointing existing masonry, and at same time as repointing of surrounding area.
    - c. When mortar is sufficiently hard to support units, remove shims and other devices interfering with pointing of joints.
- D. Terra Cotta Removal And Replacement
1. At locations indicated, remove terra cotta units that are damaged, spalled, or deteriorated. Carefully demolish or remove entire units from joint to joint, without damaging surrounding masonry, in a manner that permits replacement with full-size units.
  2. Support and protect remaining masonry that was supported by removed units. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.
  3. Notify NJPA Member of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing masonry backup, rotted wood, rusted metal, and other deteriorated items.
  4. Clean masonry surrounding removal areas by removing mortar, dust, and loose particles in preparation for replacement.
  5. Install replacement units into bonding and coursing pattern of existing units.
    - a. Do not cut or grind glazed terra cotta.
    - b. If minor cutting of replacement brownstone terra cotta is required, use a motor-driven grinder or saw designed to cut masonry with clean, sharp, unchipped edges. Do not cut or grind more than 1/8 inch (3 mm) along any edge.
    - c. Use setting buttons or shims to set units accurately spaced with uniform joints.
  6. Set replacement units in a full bed of mortar. Replace existing anchors with new anchors of size and type indicated.
    - a. Embed anchors in mortar and fill voids behind units with mortar.
    - b. Tool exposed mortar joints in repaired areas to match joints of surrounding existing terra cotta.
    - c. Rake out mortar used for laying terra cotta before mortar sets and point new mortar joints in repaired area to comply with requirements for repointing existing masonry, and at same time as repointing of surrounding area.
    - d. When mortar is sufficiently hard to support units, remove shims and other devices interfering with pointing of joints.
- E. Reanchoring Veneers
1. Install masonry repair anchors in horizontal mortar joints and according to manufacturer's written instructions. Install at not more than 16 inches (400 mm) o.c. vertically and 32 inches (800 mm) o.c. horizontally unless otherwise indicated. Install at locations to avoid penetrating flashing.
  2. Recess anchors at least 5/8 inch (16 mm) from surface of mortar joint and fill recess with pointing mortar.
- F. Painting Steel Uncovered During The Work



1. Inspect steel exposed during masonry removal. Where NJPA Member determines that it is structural, or for other reasons cannot be totally removed, prepare and paint it as follows:
  - a. Remove paint, rust, and other contaminants according to SSPC-SP 2, "Hand Tool Cleaning" **OR** SSPC-SP 3, "Power Tool Cleaning" **OR** SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning", **as directed**, as applicable to meet paint manufacturer's recommended preparation.
  - b. Immediately paint exposed steel with two coats of antirust coating, following coating manufacturer's written instructions and without exceeding manufacturer's recommended rate of application (dry film thickness per coat).
2. If on inspection and rust removal, the cross section of a steel member is found to be reduced from rust by more than 1/16 inch (1.6 mm), notify NJPA Member before proceeding.

#### G. Masonry Unit Patching

1. Patch the following masonry units unless another type of replacement or repair is indicated:
  - a. Units indicated to be patched.
  - b. Units with holes.
  - c. Units with chipped edges or corners.
  - d. Units with small areas of deep deterioration.
2. Remove and replace existing patches unless otherwise indicated or approved by NJPA Member.
3. Patching Bricks:
  - a. Remove loose material from masonry surface. Carefully remove additional material so patch will not have feathered edges but will have square or slightly undercut edges on area to be patched and will be at least 1/4 inch (6 mm) thick, but not less than recommended by patching compound manufacturer.
  - b. Mask adjacent mortar joint or rake out for repointing if patch will extend to edge of masonry unit.
  - c. Mix patching compound in individual batches to match each unit being patched. Combine one or more colors of patching compound, as needed, to produce exact match.
  - d. Rinse surface to be patched and leave damp, but without standing water.
  - e. Brush-coat surfaces with slurry coat of patching compound according to manufacturer's written instructions.
  - f. Place patching compound in layers as recommended by patching compound manufacturer, but not less than 1/4 inch (6 mm) or more than 2 inches (50 mm) thick. Roughen surface of each layer to provide a key for next layer.
  - g. Trowel, scrape, or carve surface of patch to match texture and surrounding surface plane or contour of the masonry unit. Shape and finish surface before or after curing, as determined by testing, to best match existing masonry unit.
  - h. Keep each layer damp for 72 hours or until patching compound has set.
4. Patching Terra Cotta:
  - a. Remove deteriorated material as determined by sounding gently with a small hammer. Carefully remove additional material so patch will not have feathered edges but will have square or slightly undercut edges on area to be patched and will be at least 1/4 inch (6 mm) thick, but not less than recommended by patching compound manufacturer.
  - b. Where mortar joints adjacent to patch are open, fill back of joints with pointing mortar and allow to cure before patching terra cotta. Leave space for pointing joints according to "Repointing Masonry" Article.
  - c. Mask adjacent mortar joint or rake out for repointing if patch will extend to edge of unit.
  - d. Rinse surface to be patched and leave damp, but without standing water.
  - e. Brush-coat surfaces with slurry coat of patching compound according to manufacturer's written instructions.
  - f. Place patching compound in layers as recommended by patching compound manufacturer, but not less than 1/4 inch (6 mm) or more than 2 inches (50 mm) thick. Roughen surface of each layer to provide a key for next layer.
  - g. Do not apply patching compound over mortar joints. If patching compound bridges mortar joints, cut out joints after patching compound hardens.

## SOURCEWELL PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is by and between **Sourcewell**, 202 12<sup>th</sup> Street Northeast, PO Box 219, Staples, MN 56479 and **The Gordian Group, Inc.**, 30 Patewood Drive, Suite 350, Greenville, SC 29615 (Gordian).

Sourcewell is in need of a vendor to perform services related to the ongoing management of its indefinite delivery/indefinite quantity construction contracting program for the benefit of Sourcewell participating entities (Services). Gordian is qualified and willing to perform the services described in this Agreement.

### **ARTICLE 1: TERM**

A. **Term.** This Agreement will be effective September 16, 2020, and will remain in effect through October 1, 2025, unless earlier terminated pursuant to the terms of this Agreement. The Agreement may be extended by mutual agreement of the parties.

B. **Survival.** Notwithstanding any expiration or termination of this Agreement, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 8 and 9. All other rights will cease upon expiration or termination of this Agreement.

### **ARTICLE 2: GORDIAN'S DUTIES**

Gordian will have the following duties and responsibilities in performing the services for Sourcewell (Services):

A. **Program Support:** Gordian will be responsible for the on-going support of the Sourcewell indefinite delivery/indefinite quantity construction contracting program (currently referred to as the Sourcewell eZIQC program).

B. **EZIQC Contract Administration:** Gordian will be responsible for assisting Sourcewell in the procurement of the contracts of Sourcewell-awarded EZIQC Contractors including:

1. **Unit Price Book(s):** For each Sourcewell EZIQC contract solicitation Gordian will prepare one or more customized Unit Price Books (also known as a Construction Task Catalog<sup>®</sup>) containing prices covering material, equipment and labor costs for various units of construction, and adjusting these costs to current market conditions and targeted geographies for the advertising and award of Sourcewell's EZIQC Contracts. Sourcewell and Gordian will mutually agree on the number of Unit Price Books included in each EZIQC Contract solicitation, and the number of geographic regions associated with each

solicitation. All unit price books will be provided in electronic, read-only format and may only be distributed in the same format.

2. Technical Specifications: Gordian will prepare and publish Technical Specifications describing the materials, performance and installation requirements for each of the construction tasks listed in the Unit Price Book. All Technical Specifications will be provided in electronic, read-only format and may only be distributed in the same format.

3. Contractual Terms and Conditions and Bid Forms: Gordian will provide technical assistance to Sourcewell staff, as requested, in the preparation of contractual terms and conditions, and bid forms, which incorporate best practices for the execution of indefinite delivery/indefinite quantity construction contracts in accordance with the applicable procurement statutes in the jurisdiction where such EZIQC Contracts are being procured. Gordian will have final approval of the terms and conditions of the EZIQC Contracts as related exclusively to the ordering, processing, and execution of the projects procured by Participating Entities; payment terms; and minimum qualifications required for an EZIQC Contract award. Sourcewell will have final approval over all other content of the EZIQC Contracts except as set forth above.

4. Vendor Outreach and Development Support: Gordian will be responsible to develop a prospective vendor outreach list and make vendor outreach contacts via phone, email, virtual on-line, and in-person visits to potential Sourcewell solicitation respondents. Vendor development efforts will include distribution of Sourcewell marketing collateral developed and approved by Sourcewell. All vendor outreach efforts will be concluded, and all contact between Gordian and prospective vendors will be concluded on or before each solicitation's "Quiet Period" established by the Sourcewell Procurement Department. Sourcewell Procurement will provide reasonable advanced notice of the for the "Quiet Period" for each EZIQC Contract Solicitation, with the goal of providing notice no later than 10 days from the initiation of such Quiet Period. From the commencement of the Quiet Period until the announcement of contract awards by the Sourcewell Evaluation Committee, Gordian will cease communication with prospective respondents related to the solicitation and will immediately refer all inquiries to the Sourcewell Procurement Portal as the exclusive platform for submission of questions or communications related to the solicitation.

5. Procurement Support: Gordian will be responsible for providing Sourcewell with procurement support during the procurement of EZIQC Contracts, including advising Sourcewell on the appropriate method, duration, and publications for advertising each EZIQC Contract solicitation in the applicable jurisdictions. At the request of Sourcewell Procurement, and in light of COVID-19 pandemic restrictions implemented by various jurisdictions, Gordian will provide a recorded video presentation to be shared by Sourcewell during pre-bid meetings with interested bidders relating to the calculation of adjustment factors, the interpretation of the Unit Price Book, and other subject matter as deemed necessary by the parties. Gordian will make other presentations with and on behalf of Sourcewell relating to the EZIQC Program and solicitation process, including contractor

training sessions, as deemed necessary by the parties. Sourcewell Procurement will determine if and when pre-recorded video presentations will be implemented, modified, or terminated.

6. **Evaluation and Award**: Sourcewell's Evaluation Committee will be responsible for all EZIQC Contract award determinations. Upon request, Gordian will provide technical assistance to the Sourcewell evaluation committee. Any Gordian participation in the Evaluation Committee will require compliance with Sourcewell's procurement protocols, in particular to those related to the handling and classification of government data and government procurement standards.

7. **Standard Work**: Gordian will work with Sourcewell in a mutually approved standard process for the execution of the EZIQC Contract solicitation process, such standard process will include, but not be limited to, the following tasks:

- i. Initiation of a request for the solicitation of new EZIQC Contracts by either party;
- ii. Comment on, and technical assistance with, the draft bid documents for Sourcewell solicitations, as requested by Sourcewell in timely manner;
- iii. Development and delivery of pre-recorded video content and supporting materials necessary for pre-bid seminars to be conducted by Sourcewell, or in-person attendance at pre-bid conferences at the request of Sourcewell; and
- iv. Technical assistance to the Sourcewell evaluation committee responsible for review, evaluation and award of EZIQC Contracts, as requested by Sourcewell.

**C. Information Management System**: Gordian will be responsible for providing the web-based JOC Information Management System (IMS) for an unlimited number of EZIQC Contractors for the purpose of executing work procured through the EZIQC Program. The JOC IMS must be capable of providing full project tracking, developing cost proposals, generating project documentation, providing project scheduling, tracking diverse supplier participation (W/MBE, SBE, and Veteran-Owned businesses), and generating standard program reports as requested by Sourcewell. Gordian will not be responsible for providing access to, or training on, the JOC IMS to Sourcewell or any Participating Entity in connection with the EZIQC Program.

**D. Onboarding and Training Programs**: Gordian will be responsible for developing and conducting all onboarding and training programs for the EZIQC Contractors to ensure that the EZIQC Program functions properly. Training and onboarding will be provided to newly-awarded Sourcewell EZIQC contractors within a reasonable time after contract award, with the goal of 30 days from the contract award date. Training will include sessions on the use of the JOC IMS, the Job Order development process, and the application and interpretation of the Construction Task Catalog. Onboarding sessions will include sales and marketing training, and associated marketing collateral as agreed upon by the parties. At the discretion of Gordian, such training and onboarding programs

may be conducted onsite or via remote, web-based training sessions and will be conducted at Gordian's sole expense, excluding any expenses associated with Sourcewell's attendance of any training and onboarding sessions.

**E. Marketing Support:** Gordian will be responsible for providing Sourcewell with a designated representative to coordinate all associated marketing efforts relating to the EZIQC program. Gordian's designated marketing representative will be a member of the marketing department with primary responsibility for the marketing of the EZIQC Program. In addition, Gordian will:

1. Work with Sourcewell and exercise reasonable efforts to:
  - i. Work with Sourcewell's designated representative to develop a joint marketing plan as agreed upon by both parties. The joint marketing plan may be amended, revised and updated as needed during the term of this Agreement with approval by both parties.
  - ii. Will carry out Gordian's responsibilities under the joint marketing plan, as updated and amended by both parties, during the term of this Agreement;
  - iii. Provide any marketing materials developed under the joint marketing plan to Sourcewell's designated marketing representative not less than 48 hours prior to publication. Sourcewell's failure to provide any objection to such marketing materials within 48 hours of receipt will be deemed an approval of such marketing materials;
  - iv. Schedule and attend, not less than monthly, recurring calls with Sourcewell's designated marketing representative for continued coordination and collaboration on all marketing activities associated with the EZIQC Program including the Joint Marketing Plan; and,
  - v. Provide a list of scheduled conferences and speaking engagements, updated monthly, which Gordian plans to attend and which relate to the promotion and marketing of the EZIQC Program.
2. Be responsible for all costs associated with marketing efforts initiated, assigned to, or otherwise carried out by Gordian unless otherwise set forth in this Agreement or the joint marketing plan.

**F. Job Order Initiation and Development:** Gordian will be responsible for providing the following Job Order Development services:

1. Project Identification and Initiation: Gordian will develop and maintain a web portal to enable Participating Entity to identify and request assistance with possible projects to be procured through the EZIQC Program. Gordian will respond to any Participating Entity

requests for assistance within 48 hours of receipt of such request. Gordian will have the discretion to deny the requested assistance for any reason.

2. Contractor Identification: In the event the Participating Entity requests a Joint Scope Meeting to discuss the potential project, Gordian will provide the Participating Entity with a list of available EZIQC Contractors for the project based on factors which include, but are not limited to, the type of work involved, and the location of the project. The Participating Entity will be responsible for approving the selected EZIQC Contractor for the project.

3. Joint Scope Meeting: Gordian's project manager will schedule a Joint Scope Meeting at the project site to help the Participating Entity and the EZIQC Contractor agree on the details of the work that the EZIQC Contractor will perform. The purpose of the scoping process is to allow the EZIQC Contractor an opportunity to inspect the site and ask questions before submitting a Price Proposal.

4. Develop Detailed Scope of Work: Gordian will assist the Participating Entity and EZIQC Contractor with preparing a Detailed Scope of Work that describes the work the EZIQC Contractor will perform. Gordian will also assist with resolving issues when project plans and actual conditions vary.

5. Request for Price Proposal: After all parties are in agreement that the Detailed Scope of Work properly reflects the work to be performed, Gordian's project manager will send the Detailed Scope of Work and a Request for Proposal to the EZIQC Contractor.

6. Price Proposal Review: Gordian's project manager will review the Price Proposal to make sure the EZIQC Contractor has selected the appropriate tasks and quantities and will request the EZIQC Contractor to make any required changes to ensure the Price Proposal reflects the appropriate means and methods for accomplishing the Detailed Scope of Work. Gordian will also obtain and review any Participating Entity required information submitted by the EZIQC Contractor such as a construction schedule and list of proposed subcontractors. Gordian's project manager will submit the Price Proposal and related documents to Participating Entity.

7. Issue Job Order: Once the Participating Entity approves the Price Proposal and related documents, and decides to move forward with the project, Gordian will assist the Participating Entity with the issuance of a job order (which may be in the form of a purchase order, notice-to-proceed, or similar purchasing document) to the selected EZIQC Contractor to initiate the completion of the project.

8. Construction Process and Supplemental Job Orders: During construction, unless project management services are requested by the Participating Entity as set forth below, the Participating Entity's, project managers, or its designees, will be responsible for all construction management activities. In the event unforeseen conditions arise or Participating Entity desires to change the Detailed Scope of Work, Gordian will assist the

Participating Entity with the development of a supplemental Job Order in the same manner as the original Job Order.

**G. On-Going Program Administration and Support:** Gordian will be responsible for providing program administration to Sourcewell during the term of the Agreement. On-going program administration will include providing updated contract documents, unit price books, assisting with the procurement of additional EZIQC Contractors utilizing the process outlined above, providing EZIQC Contractors with access to all applicable updates and revisions to the JOC IMS, and providing training for onboarding and training for all EZIQC Contractors. Gordian will provide telephone and web-based customer support to Participating Entities and EZIQC Contractors during the period of 8:30 a.m. EST to 10:00 p.m. EST, Monday thru Friday, excluding holidays.

**H. Accounting, Collections and Remittance of Administrative Fees:** Gordian will be responsible for providing Sourcewell with a designated representative to coordinate all associated invoicing and collection efforts relating to the EZIQC program. Gordian's designated accounting representative will be a member of the accounting department with primary responsibility for overseeing the invoicing and collection of payments from the EZIQC Contractors. In addition, Gordian will:

1. Invoice and collect all applicable fees from the EZIQC Contractors in accordance with the terms of Article VIII and will remit, via electronic payment, the Sourcewell Administrative Fee (as defined in Article VIII) on a monthly basis for all Sourcewell Administrative Fees collected during the preceding month.
  - i. The parties agree that as a condition precedent to Gordian's obligation to remit the Sourcewell Administrative Fee, Gordian must first receive payment in full for the Gordian Administrative Fee (as defined in Article VIII). In the event Gordian does not receive payment of the Gordian Administrative Fee in full, for any reason, Gordian will not be liable to Sourcewell for payment of the Sourcewell Administrative Fee.
2. Provide Sourcewell with a monthly report detailing all Sourcewell Administrative Fees collected during the previous month including Sourcewell contract number, project names, project values, and the fees collected. The monthly report will be in the sales reporting template format developed and provided by Sourcewell.
3. Provide Sourcewell with a monthly report detailing all outstanding accounts receivable by EZIQC Contractor including the amount, date of accrual, and days outstanding for each invoice.
4. Gordian may initiate and control any litigation seeking any unpaid balances owed by any EZIQC Contractor, provided such unpaid balance exceeds \$50,000.

**I. Vendor Performance Management Services:** Gordian will provide EZIQC Contractor performance management throughout the term of each Sourcewell awarded contract. The parties will mutually agree on a standard EZIQC Contractor performance assessment form for

completion and delivery to Sourcewell, to be provided upon request from Sourcewell, not less than 30 days in advance of each EZIQC Contractor's annual contract anniversary date.

### **ARTICLE 3: SOURCEWELL DUTIES AND RESPONSIBILITIES**

Sourcewell will perform the following duties and responsibilities to complete the Services:

#### **A. EZIQC Contract Procurement:**

1. **Advertisement and Bid Documents**: Sourcewell will be responsible for advertising, posting, and distributing the bid documents, contract documents, unit price books and all associated documentation related to the advertisement and award of the EZIQC Contracts. Sourcewell will be responsible for conducting all activities, and paying any expenses required, to ensure the appropriate advertisement of the EZIQC Contract solicitations in each applicable jurisdiction.
2. **Pre-bid Seminars**: Sourcewell will be responsible for scheduling and hosting any pre-bid seminars conducted as part of the solicitation of any EZIQC Contracts, and will be responsible for any expenses associated therewith, excluding any expenses associated with preparation of Gordian's recorded video presentation to be shared during such pre-bid seminars. At Sourcewell's sole discretion, pre-bid seminars may be conducted in-person, or remotely via video-enabled webinars. Sourcewell Procurement reserves the right to invite a Gordian representative, at Gordian's sole expense, to attend the pre-bid conference either in-person or via the video-enabled webinar.
3. **Contractual Terms and Conditions and Bid Forms**: Sourcewell will prepare contractual terms and conditions, and bid forms, that incorporate best practices for the execution of indefinite delivery/indefinite quantity construction contracts in accordance with the applicable procurement statutes in the jurisdiction where such EZIQC Contracts are being procured. Gordian will have final approval of the terms and conditions of the EZIQC Contracts as related exclusively to the ordering, processing, and execution of the projects procured by Participating Entities, payment terms, and minimum qualifications required for an EZIQC Contract award. Sourcewell will have final approval over all other content of the EZIQC Contracts except as set forth above.
4. **Evaluation and Award**: Sourcewell will designate the committee responsible for evaluating and awarding the EZIQC Contracts.
5. **Standard Work**: Sourcewell will exercise reasonable efforts in a mutually approved standard process for the execution of the EZIQC Contract solicitation process, such standard process will include, but not be limited to, the following tasks:
  - i. Initiation of a request for the solicitation of new EZIQC Contracts by either party, with Sourcewell retaining the final determination on issuance of the solicitation and the

geographic scope of the solicitation (whenever possible, Sourcewell intends to solicit for EZIQC Contracts across an entire state);

- ii. Execution of the advertisement, evaluation and award of EZIQC Contracts in accordance with applicable competitive bidding requirements in the jurisdiction where the EZIQC Contract solicitation is to occur;
- iii. Creation and placement of advertisements in connection with the EZIQC Contract solicitation process;
- iv. Review, revision, and finalization of the bid documents in timely manner;
- v. Scheduling and execution of any pre-bid seminars and development of materials associated with the pre-bid seminars;
- vi. Creation and identification of evaluation committee responsible for review, evaluation, and award of EZIQC Contracts; and,
- vii. Consult with Gordian on the above-listed tasks at it determines in its discretion.

**B. Marketing Support:** Sourcewell will be responsible for providing Gordian with a designated representative to coordinate all associated marketing efforts relating to the EZIQC program. Sourcewell's designated marketing representative will be a member of the marketing department with primary responsibility for the marketing of the EZIQC Program. In addition, Sourcewell will:

1. Work with Gordian and exercise reasonable efforts to:
  - i. Carry out Sourcewell's responsibilities under the Joint Marketing Plan, as updated and amended by both parties, during the term of this Agreement;
  - ii. Provide any marketing materials developed under the Joint Marketing Plan to Gordian's designated marketing representative not less than 48 hours prior to publication. Gordian's failure to provide any objection to such marketing materials within 48 hours of receipt will be deemed an approval of such marketing materials;
  - iii. Schedule and attend, not less than monthly, recurring calls with Gordian's designated marketing representative for continued coordination and collaboration on all marketing activities associated with the EZIQC Program including the Joint Marketing Plan;
  - iv. Provide a list of scheduled conferences and speaking engagements, updated monthly, which Sourcewell plans to attend and which relate to the promotion and marketing of the EZIQC Program; and,

v. Provide a list of all Sourcewell Participating Entities, updated quarterly, to Gordian's designated marketing representative.

2. Be responsible for all costs associated with marketing efforts initiated, assigned to, or otherwise carried out by Sourcewell unless otherwise set forth in this Agreement or the Joint Marketing Plan.

C. **Accounting and Collections:** Sourcewell will be responsible for providing Gordian with a designated representative to coordinate all associated invoicing and collection efforts relating to the EZIQC program. Sourcewell's designated accounting representative will be a member of the finance department with primary responsibility for overseeing the invoicing and collection of payments from the EZIQC Contractors. In addition, Sourcewell will:

1. Withhold any contract award or contract renewal from any EZIQC Contractor with an outstanding balance owed to Gordian of greater than \$10,000.00 provided that Gordian has delivered monthly reports on outstanding accounts receivables as set forth in Article 2(H)(3).

2. Provide notice to Gordian of Sourcewell's intent to renew any EZIQC contract, or make any contract award, to any EZIQC Contractor with any outstanding accounts receivable that is over 90 days old, provided that Gordian has delivered monthly reports on outstanding accounts receivables as set forth in Article 2(H)(3).

3. Provide reasonable assistance and cooperation to Gordian in the collection of any outstanding balance owed by any EZIQC Contractor including, but not limited to, sending notices of default, notice of termination, or any other remedial action allowed by the EZIQC Contract or permitted by law.

4. Upon the approval of Sourcewell's General Counsel in the General Counsel's sole discretion, Join and bear the proportionate cost of any litigation initiated by Gordian to collect any unpaid balances owed by any EZIQC Contractor provided such unpaid balances exceed \$50,000.00 in total for all EZIQC Contracts held by the EZIQC Contractor. Sourcewell's obligation to bear any cost of such litigation is contingent upon Gordian's full and timely performance of the vendor assessment and performance evaluation tasks described above with respect to the vendor.

#### **ARTICLE 4: JOC SYSTEM LICENSE**

Gordian hereby grants to Sourcewell, and Sourcewell hereby accepts from Gordian for the term of this Agreement, a non-exclusive right, privilege and license to Gordian's Job Order Contracting (JOC) System and other related proprietary materials to be used for the sole purpose of implementing and executing the EZIQC Program. Proprietary Information will include, but is not limited to Gordian's JOC Information Management System (as defined below), and support documentation, Construction Task Catalog (also commonly referred to as a Unit Price Book), construction cost data, training materials and other proprietary materials provided by Gordian. In the event this

Agreement expires or terminates as provided herein, this JOC System License will terminate and Sourcewell will return to Gordian all Proprietary Information in its possession.

Sourcewell agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement and will not reproduce, distribute or otherwise use the Proprietary Information for any purpose except as provided for herein, subject to federal and state laws related to public records disclosure.

Gordian believes that the unauthorized disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and that no such disclosure will be made to anyone without first providing notice to Gordian. The parties acknowledge that as a local agency of the State of Minnesota, Sourcewell is required to comply with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) which classifies and controls government data. Gordian considers its Proprietary Information to meet the statutory definition of Trade Secret and would therefore be protected from release. Sourcewell will provide prompt notice to Gordian in the event of receipt of a request for release of Gordian's Proprietary Information, but will have no obligation to seek an administrative or judicial order declaring the data non-public or trade secret under Chapter 13.

Gordian agrees to grant a license to each EZIQ Contractor that is awarded an EZIQ Contract by Sourcewell in connection with the EZIQ Program, provided the EZIQ Contractor remits all required payments to Gordian in a timely manner, and provided Sourcewell includes licensing language in the EZIQ contract similar in form to this JOC System License. In the event any contractor participating in the EZIQ Program fails to remit any payment to Gordian in a timely manner, Gordian will have the discretion to terminate the contractor's access to the Proprietary Information until such time as all outstanding payments are made.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Agreement or any purchase order or similar purchasing document issued by Sourcewell, this JOC System License will take precedence.

#### **ARTICLE 5: CONSIDERATION AND PAYMENT**

In consideration of the Services provided, and the JOC System License granted above, Gordian will be paid the following fee:

A. **Gordian Administrative Fee:** Gordian will collect the percentage listed below of the value of each Job Order procured by a Participating Entity from an EZIQ Contractor. All reimbursable expenses related to the administration of the EZIQ Program will be considered included in the Gordian Administrative Fee set forth above, except as otherwise provided for herein.

- For all purchase orders issued from September 15, 2020, to March 31, 2021, Gordian's fee will be: 6.25%.
- For all purchase orders issued on or after April 1, 2021, Gordian's fee will be 6%.

B. **Sourcewell Administrative Fee:** In addition to the Gordian Administrative Fee, Sourcewell will be entitled to a Sourcewell Administrative Fee calculated as a percentage of the value of each Job Order procured by a Participating Entity from an EZIQC Contractor.

- For all purchase orders issued from September 15, 2020, to March 31, 2021, Sourcewell's fee will be: 1.25%.
- For all purchase orders issued on or after April 1, 2021, Sourcewell's fee will be 1.5%.

C. **State of Georgia:** For purchase orders issued under EZIQC contracts adopted by the State of Georgia, fees will be calculated as follows: 5.75% to Gordian, 0.75% to Sourcewell, and 1% to the State of Georgia.

D. **E&I Cooperative Services:** For purchase orders issued under EZIQC contracts adopted by E&I Cooperative Services, fees will be calculated as follows: 5.5% to Gordian, 1% to Sourcewell, and 1% to E&I Cooperative Services.

Sourcewell will include language in the EZIQC Contracts that: 1) instructs the EZIQC Contractors to include a total administrative fee of 7.5% in their adjustment factors to cover the full Administrative Fee; and 2) requires the EZIQC Contractors to remit the Sourcewell Administrative Fee to Gordian within five days of receiving payment from the Participating Entity for each Job Order performed by the EZIQC Contractor. Gordian will retain the Gordian Administrative Fee described above and remit all remaining collected Sourcewell Administrative Fees to Sourcewell.

#### **ARTICLE 6: AUTHORIZED REPRESENTATIVE**

A. Sourcewell's Authorized Representative is Tony Glenz, Supplier Development Supervisor, Office: 218-894-5491, Mobile: 218-371-1671, or his successor, and has the responsibility to monitor Gordian's performance and the authority to accept the services provided under this Agreement.

B. Gordian's Authorized Representative is Louis Patin, Vice President, National Programs, 30 Patewood Drive, Suite 350, Greenville, SC 29615, Office: 800-874-2291 Mobile: 818-518-0678, or his successor.

#### **ARTICLE 7: INSURANCE**

A. **Insurance Requirements:** At its own expense, Gordian 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: Gordian 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, Gordian 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, Gordian will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$10,000,000

5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability: During the term of this Contract, Gordian will maintain coverage for all claims Gordian may become legally obligated to pay resulting from any actual or alleged

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

Minimum Limits:  
\$3,000,000 per claim or event  
\$3,000,000 annual aggregate

6. **Network Security and Privacy Liability Insurance:** During the term of this Contract, Gordian 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 Gordian's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Gordian 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, Gordian 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. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Gordian.

Upon request, Gordian must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Gordian to provide certificates of insurance, in no way limits or relieves Gordian of its duties and responsibilities in this Contract.

**C. Additional Insured Endorsement and Primary and Non-Contributory Insurance Clause:** Gordian agrees Sourcewell and its Participating Entities, including their officers, agents, and employees, shall be covered as an additional insured under Gordian's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Gordian, and products and completed operations of Gordian. 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.** Gordian 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 Gordian 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 Gordian or its subcontractors. Where permitted by law, Gordian must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **Umbrella/Excess Liability:** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **Self-Insured Retentions:** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

#### **ARTICLE 8: DATA AND INTELLECTUAL PROPERTY**

A. **Government Data:** The Parties acknowledge that each is subject to the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) as to data created and maintained under this Agreement.

B. **Trademark License:** Gordian grants to Sourcewell, during the term of this Agreement, a nontransferable, non-assignable, non-divisible, non-exclusive license, to use the trademarks, service marks and trade names set forth below, or as otherwise agreed to by the Parties in writing, solely in connection with this Agreement, and solely for the purpose of marketing, selling, advertising or otherwise promoting the Sourcewell EZIQC Program.

1. Gordian
2. EZIQC
3. Sightlines
4. RSMeans
5. Construction Task Catalog
6. eGordian
7. JOC Cloud

Any use of the trademarks set forth above shall at all times comply with any brand guidelines published by Gordian and provided to Sourcewell during the term of this Agreement. Any deviation from the brand guidelines shall require written approval from Gordian. Gordian may add, remove, or otherwise revise the list of trademarks by providing written notice to Sourcewell of such changes no less than 10 days prior to the date of such changes becoming effective.

C. **Sourcewell Grant of License:** Sourcewell grants to Gordian a royalty-free, worldwide, non-exclusive right and license to use the its trademark in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Gordian. Gordian 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. Upon the termination of this Contract for any reason, Gordian will have 30 days to remove all trademarks from signage, websites, and the like bearing Sourcewell's name or logo.

#### **ARTICLE 9: GENERAL TERMS**

A. **Governing Law, Jurisdiction and Attorney's Fees:** This Agreement will be interpreted and construed in accordance with the laws of the State of Minnesota. Any dispute arising out of this Agreement will be adjudicated in Todd County, Minnesota. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney's fees from the other party.

B. **Assignment:** Neither party may assign or otherwise transfer its rights and obligations under this Agreement without prior written consent of the other party, not to be unreasonably withheld. Any prohibited assignment will be invalid.

C. **Independent Contractor:** Gordian is an independent contractor, and neither Gordian nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of Sourcewell. Sourcewell will not be legally responsible for any negligence or other wrongdoing or intentional act by Gordian, its employees, servants or agents. Sourcewell will not withhold from payments to Gordian any federal, state or unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Gordian or its employees, servants or agents. Furthermore, Sourcewell will not provide to Gordian any insurance coverage or other benefits, including workers' compensation, normally provided by Sourcewell for its employees.

D. **Hold Harmless:** Gordian will indemnify and hold Sourcewell harmless from all claims and demands that may result from its acts or omissions in performance of this Agreement, excluding any claims arising from the negligence or willful misconduct of Sourcewell or any of its representatives, agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

E. **Amendments:** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

F. **Severability:** In the event that any term of this Agreement is in conflict with or is otherwise unenforceable under any rule, law, or statutory provision, such terms will be deemed stricken from this Agreement, but such invalidity or unenforceability will not invalidate any

other terms of the Agreement unless the invalidity or unenforceability of such provisions substantially harms, compromises an integral part of, or are otherwise inseparable from the remainder of this Agreement.

G. **Waiver:** Failure by either party to take action or assert any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

H. **Endorsement:** Gordian must not claim that Sourcewell endorses its products or services.

I. **Agreement Complete:** This Agreement contains all negotiations and agreements between the parties. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**ARTICLE 10: TERMINATION**

Either party may terminate this Agreement by providing 90 calendar days' written notice to the other party. Unless otherwise agreed by the parties, termination under this section will not relieve Sourcewell of its obligation to pay for satisfactorily completed services.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**Sourcewell**

DocuSigned by:  
By: Jeremy Schwartz  
Authorized Signature

Jeremy Schwartz  
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 9/16/2020 | 4:13 PM CDT

**The Gordian Group, Inc.**

DocuSigned by:  
By: Ammon Leshner  
Authorized Signature

Ammon Leshner  
Name – Printed

Title: Vice President / General Counsel

Date: 9/16/2020 | 4:08 PM CDT

**Sourcewell-APPROVED:**

DocuSigned by:  
By: Chad Coauette  
Authorized Signature

Chad Coauette  
Name – Printed

Title: Executive Director/CEO

Date: 9/16/2020 | 4:17 PM CDT



July 6, 2020

Ms. Kimberlee Williams  
Deputy General Counsel  
State of Oklahoma  
2401 N. Lincoln Blvd.  
Oklahoma City, OK 73105

Re: Gordian's JOC Solutions available through Piggyback of 2015 Sourcewell Contract

Dear Ms. Williams:

The Gordian Group ("Gordian") is excited about the opportunity to provide our proposal for Job Order Contracting ("JOC") products and services to the State of Oklahoma (the "State"). As you are probably aware, the products and services Gordian provides are unique and highly specialized. Gordian is the leading firm in the nation that provides JOC solutions with single point responsibility for all of the products and services necessary for a turnkey JOC program. Our comprehensive JOC solutions are provided with in-house staff and include the proprietary data, technology, processes and staff resources necessary for our clients to achieve successful JOC programs. We do not "private label" the products from other companies, nor do we rely on third parties or independent vendors or subcontractors. We are 100% responsible for all of the products and services necessary for your JOC program.

Gordian has successfully implemented and supported our JOC solutions for over 250 public owners throughout the United States. Building a JOC program takes more than preparing customized documents and providing software. The devil is in the details. Our experience provides us with the knowledge to develop a comprehensive, fully functioning JOC program that will deliver the most value possible. The following proposal describes the products and services we can provide for utilization by all of the State agencies, and the most expedient way for the State to procure the services.

## Procurement of Contract

There are several methods available to public owners to procure a JOC solution from Gordian. Many of our clients have elected to piggyback our current contract with Sourcewell (formerly known as the National Joint Powers Alliance or NJPA), as described below.

## Piggyback

Many of our clients have procured a JOC solution by piggybacking our existing contract with Sourcewell. Sourcewell is a public agency operating under the enabling authority outlined in Minnesota Statute 123A.21, which allows participating nationwide government and education agencies ("Members") to reduce the cost of purchasing by leveraging their combined national purchasing power through cooperative efforts. More information about Sourcewell is available at <https://www.sourcewell-mn.gov/>.

Sourcewell awarded Gordian our first contract in 2007 to provide our JOC Complete Solution<sup>®</sup> for the benefit of their Members. Sourcewell awarded Gordian's most recent contract on September 14, 2015. A copy of Gordian's 2015 contract with Sourcewell is included with this proposal as **Attachment No. 1**.

The current Sourcewell contract provides Members with the ability to implement JOC solutions offered by Gordian, including those described in detail in the following paragraphs.

## JOC Complete Solution<sup>®</sup>

The JOC Complete Solution has helped facility and infrastructure owners control and fast track their repair, maintenance and construction projects for over two decades. Through the JOC Complete Solution, Gordian will develop, implement and support the State's JOC program. The following is a list of products and services performed for the JOC Complete Solution:

- **Experienced Account Managers** – Gordian will provide experienced Account Managers that are responsible for the implementation and support of the State's JOC program. This staff will report directly to the State and will be available to assist the State with any JOC related issues.
- **Establish JOC Program Guidelines** – Gordian will be responsible for conducting the activities necessary for establishing the structure of the State's JOC program. Responsibilities include preparing State specific Execution Procedures that will be used to execute the JOC program.
- **JOC Program Documents** – Gordian will be responsible for preparing the JOC program Contract and General Conditions, Bid Documents and Technical Specifications and for providing a customized Construction Task Catalog®.
- **JOC Management Applications** – Gordian will be responsible for providing a license for an unlimited number of State users to access Gordian's web-based JOC System, which includes Gordian's JOC information management software ("JOC Software) and Construction Task Catalog®. The JOC System will be capable of generating the JOC documents including independent cost estimates, contractor Price Proposals, Job Orders, and management reports and forms. The State's standard reports and forms will be incorporated as requested.
- **Marketing** – Gordian will be responsible for marketing the JOC program by informing internal State staff about JOC, conducting pre-bid seminars for the JOC construction contractors, and assisting with procurement of the JOC contracts.
- **Training** – Gordian will be responsible for developing and conducting a comprehensive JOC training program for State and JOC contractor staff, which will include different course modules that will provide specialized training to each element of State and JOC contractor staff.
- **Job Order Development** – Gordian will be responsible for assisting the State with developing Job Orders from project identification to issuing the Job Order. Developing the Job Order is the most critical step in the JOC process for controlling costs because this is the step where it is determined that the State is paying for the correct tasks, in the proper quantity and at the correct competitively bid price. It is very important that qualified project managers develop each and every Job Order. A detailed list of the tasks Gordian performs to develop Job Orders is as follows:
  - **Project Identification** – When a project is identified, Gordian's Account Managers will contact the State and assist with determining whether the project is appropriate for JOC.
  - **Contractor Identification** – In the event the State has multiple JOC contractors, we will assist the State with identifying the appropriate JOC contractor for the project based on the type of work involved and the location of the project.
  - **Joint Scope Meeting** – Then a Gordian Account Manager will quickly schedule a Joint Scope Meeting at the project site to help the State and the JOC contractor agree on the details of the work that the JOC contractor will perform. The scoping process allows the JOC contractor to inspect the site and ask questions before submitting a Price Proposal. This upfront open communication eliminates the misunderstandings and mistakes that lead to most change orders and often results in more cost-effective collaborative solutions.
  - **Develop Detailed Scope of Work** – Next, the Gordian Account Manager will assist in preparing a Detailed Scope of Work that describes the work the JOC contractor will perform. We will also assist with resolving issues when project plans and actual conditions vary.
  - **Request for Price Proposal** – After all parties are in agreement that the Detailed Scope of Work properly reflects the work to be performed, the Gordian Account Manager will send the Detailed Scope of Work and a Request for Proposal to the JOC contractor.

- **Prepare the Price Proposal** – Next, the JOC contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the Construction Task Catalog. Gordian’s JOC software will automatically calculate the total cost for each line item by multiplying the unit price of the task by the required quantities and the JOC contractor’s competitively bid Adjustment Factor. The JOC contractor will also prepare additional State required information (e.g., construction schedule, list of proposed local subcontractors, etc.).
- **Price Proposal Review** – Then, the Gordian Account Manager will review the Price Proposal to make sure the JOC contractor has selected the appropriate tasks and quantities and will ask the JOC contractor to make any required changes. We will also obtain and review any State required information submitted by the JOC contractor such as a construction schedule and list of proposed subcontractors. Then, the Gordian Account Manager will submit the Price Proposal and related documents to the State.
- **Issue Job Order** – Once the State is satisfied with the Price Proposal and related documents, and decides to move forward with the project, the State simply issues a purchase order to the contractor.
- **Construction Management** – During construction, the State’s project managers will follow its standard internal policies and procedures for construction management and site inspections, including coordinating any required code inspections. When unforeseen conditions arise or the State desires to change the Detailed Scope of Work, a supplemental Job Order is developed in the same manner as the original Job Order. With JOC, changes to the work are pre-priced.
- **On-going Support and Maintenance** – Gordian will be responsible for providing comprehensive JOC follow-on support to the State for the administration of its JOC program. Gordian will monitor the overall program and prepare any status reports required by the State. Support services will include, but are not limited to, unlimited toll-free JOC Software support, access to all JOC Software updates and additional functionality, updating for each new JOC contract the Construction Task Catalog®, Technical Specifications, Contract and General Conditions and Bid Documents, providing procurement assistance for new JOC contracts, providing training for new State and JOC contractor staff, and preparing customized forms and reports requested by the State.

### JOC Complete Solution® Fees

The License Fees for the JOC Complete Solution consist of a client paid license fee (“Client License Fee”) and Job Order Development Fee paid by the State as follows:

<u>Client License Fee:</u>	1.98% of the value of the work ordered; and
<u>Job Order Development Fee:</u>	3.08% of the value of the work ordered.

JOC Complete Solution License Fees are payable when a Job Order is issued to the JOC contractor. The Client License Fee and Job Order Development Fee will be payable upon the issuance of a Job Order, purchase order, or similar purchasing document to the JOC contractor by the State.

### JOC Complete Solution *Plus*™

The JOC Complete Solution *Plus* option can also be made available to the State on a project-by-project basis, **and includes construction management services to manage Job Orders from Job Order issuance to Job Order close-out**. Whether due to peak volumes, staff shortages, or new strategic staff directives, our JOC Complete Solution *Plus* services can provide on-site construction management experts, using our proven methods, to carry out day-to-day JOC operations and relieve the State’s project workload burden. Our staff becomes the State’s staff. We will bring unparalleled expertise to work for the State from the start to get Job Orders completed. JOC Complete Solution *Plus* services provided by Gordian can be a cost effective and flexible construction management solution.

A detailed list of Gordian's standard construction management services, which we modify as necessary to meet the needs of each client, is as follows:

- **Preconstruction** – First, a Gordian construction manager will conduct a pre-construction meeting with State representative(s), the JOC contractor and, if applicable, the architect or engineer. The construction manager will coordinate and share any preconstruction information with the State, the JOC contractor and other appropriate parties, and will assist in the coordination of the JOC contractor obtaining the necessary permits.
- **Site Visit** – During construction, the Gordian construction manager will monitor the JOC contractor's work in-progress, manage the JOC contractor's compliance with the approved safety plan and complete a report for each site visit.
- **Communicate** – The Gordian construction manager will provide weekly construction status reports to the State, conduct project progress meetings with all JOC contractors and staff on a periodic basis, and coordinate any required technical and code inspections.
- **Supplemental Job Orders** – In the event there are unforeseen conditions or the State requests changes to the scope after the work has begun, the Gordian construction manager will analyze and process a supplemental Job Order by utilizing the procedures used to develop the initial Job Order.
- **Approvals** – The Gordian construction manager will review and approve, or direct necessary revisions to, the JOC contractor's applications for payment and obtain the State's approval of the work. Final acceptance of the work will be the responsibility of the State. Technical and code inspections will be the responsibility of the appropriate inspection agencies.
- **Project Close-out** – As the final step in the process, the Gordian construction manager will enter all Job Order related information into the JOC Software system and collect any required as-builts, warranties, etc., from the JOC contractor.

#### JOC Complete Solution *Plus*<sup>™</sup> Fees

Gordian's fees to provide the JOC Complete Solution *Plus* include a Construction Management Fee below, which is assessed in addition to the fees set forth above.

Construction Management Fee: Six and one-hundredths percent (6.01%) of the value of the work ordered;

The Construction Management Fee is payable when construction of the Job Order has been completed and accepted by the State, and will only apply when JOC Complete Solution *Plus* services are requested by the State on a project-by-project basis. At the election of Gordian, for Job Orders requiring more than sixty (60) days to complete the Construction Management Fee shall be payable monthly on a percentage of completion basis.

#### Contractor License Fee

In addition to the JOC solution fees provided above, Gordian will charge each JOC contractor a contractor license fee ("Contractor License Fee") of one percent (1.00%) of the value of each Job Order, Purchase Order, or similar purchasing document issued to the JOC contractor by the State. The Contractor License Fee is assessed to the JOC contractor in return for their access to our proprietary construction data and JOC applications, and is not a direct cost to the State. Gordian is responsible for all administrative duties related to the invoicing and collections of the Contractor License Fee. The Contractor License Fee is payable by the JOC contractor when a Job Order is issued by the State, and will be assessed to the JOC contractor for all work ordered by the State using the JOC program.

#### JOC System License

Gordian's JOC solutions are subject to our standard JOC System License. A copy of the JOC System License is included with this proposal as **Attachment No. 2**, and must be included in the contract between the State and Gordian.

Gordian appreciates the opportunity to submit this proposal to provide our JOC products and services to State of Oklahoma. Please contact Byron Jones at B.Jones@Gordian.com or (512) 417-9974 if you have any questions or if you need any additional information.

Sincerely,

A handwritten signature in blue ink that reads "Ammon T. Leshner".

Ammon T. Leshner  
Vice President and General Counsel

Attachments

cc: Byron Jones

## JOC SYSTEM LICENSE

The Gordian Group, Inc. ("Gordian") hereby grants to the [Owner], and the [Owner] hereby accepts from Gordian for the term of this Agreement, a non-exclusive right, privilege and license to Gordian's Job Order Contracting System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of operating the [Owner's Department]'s Job Order Contracting program. The parties hereby agree that Proprietary Information shall include, but is not limited to, Gordian's PROGEN<sup>®</sup> and/or eGordian<sup>®</sup> applications and support documentation, Construction Task Catalog<sup>®</sup> (also commonly referred to as a unit price book), training materials and other proprietary materials provided by Gordian. In the event this Agreement expires or terminates as provided herein, this JOC System License shall terminate and the [Owner] shall return to Gordian all Proprietary Information in the [Owner]'s possession.

The [Owner] acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. The [Owner] further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the [Owner], subject to federal and state laws related to public records disclosure.

Upon expiration or termination of this Agreement as provided herein, Gordian shall provide all data generated by the [Owner] in a form accessible by a standard database program, such as Microsoft<sup>®</sup> Access<sup>®</sup>.

Gordian agrees to grant a license to each contractor that is awarded a JOC contract by the [Owner], provided the JOC contractor agrees to pay Gordian's contractor license fee in effect when the [Owner] awards the contract and provided the [Owner] includes licensing language in the JOC contract similar in form to this JOC System License.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Agreement or any purchase order or similar purchasing document issued by the [Owner], this JOC System License shall take precedence.