

Attachment A

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

The Gordian Group, Inc.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

Job Order Contractor (JOC) System procured under Sourcewell
Contract #010626-GGI.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed 5% in program licensing and project support fees (1.95% License Fee, 3.05% Job Order Development Fee) and 5.95% in additional construction management fees based on annual Job Order Authorizations which do not exceed the annual program dollar threshold set per Section II of the County's JOC policy and California Public Contract Code Section 20128.5.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from June 7, 2026 to February 4, 2030, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A - Sourcewell Contract 010629-GGI

Exhibit B Other: _____

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other Requirements:

All insurance required by this Agreement shall be ~~with a company acceptable to the County~~ and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

~~Each liability policy shall provide that the County shall be given~~ CONTRACTOR shall provide County with notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of ~~an~~ a blanket endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of ~~an~~ a blanket endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. ~~This requirement shall also apply to any Excess or Umbrella liability policies.~~

Workers' Compensation Insurance Waiver of Subrogation:

The Workers' Compensation Insurance policy required hereunder shall be endorsed ~~to state~~ by way of blanket endorsement covering that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

- 10.05 **Royalties and Inventions:** Except as provided for in Sourcewell Contract #010626-GGI, County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced pursuant to ~~in the course of or under~~ this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.
- 10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

11.0 NON-DISCRIMINATION:

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

- 13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,



pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County’s Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers’ compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR’s performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR’s failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR’S contract administrators at the addresses listed below:

FOR COUNTY
John Snively
Name
Administrative Operations Manager
Title
1441 Schilling Pl., South 2nd Fl., Salinas, CA 93901-4527
Address
831-759-6617, snivelyjm@countyofmonterey.gov
Phone

FOR CONTRACTOR
Angela Michelini
Name
VP, Legal & Government Affairs
Title
30 Patewood Dr., Ste. 350, Greenville, SC 29615
Address
864-752-2773
Phone

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

of the services required to be rendered under this Agreement.

- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY	
By:	
Chief Contracts & Procurement Officer	
Date:	
By:	
Department Head (if applicable)	
Date:	
Approved as to Form Office of the County Counsel, ¹ Susan K. Blich, County Counsel	
<small>Signed by:</small>	
By:	<i>Mary Grace Perry</i>
<small>033031E17FD24F...</small> Mary Grace Perry, Deputy County Counsel	
Date:	5/21/2026 11:44 AM PDT
Approved as to Fiscal Provisions ²	
By:	<small>DocuSigned by:</small> <i>Patricia Ruiz</i>
<small>E79EF64E57454F6...</small> Auditor/Controller	
Date:	5/21/2026 3:02 PM PDT
Reviewed as to Liability Provisions ³ Office of the County Counsel-Risk Management	
By:	
David Bolton, Risk Manager	
Date:	

CONTRACTOR	
The Gordian Group, Inc.	
Contractor/Business Name*	
By:	(Signature of Chair, President, or Vice-President)
<small>Signed by:</small>	
	<i>Arul Elumalai</i>
<small>E336DF83FDA849F...</small>	
Arul Elumalai	President, Gordian
Name and Title	
Date:	5/21/2026
By:	<small>Signed by:</small>
	<i>James Mackerer</i>
<small>72DEA43768BE42F...</small>	
(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)	
James Mackerer	CFO
Name and Title	
Date:	5/21/2026

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §, 313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

1 Approval by the office of the County Counsel is required.

2 Approval by Auditor/Controller is required.

3 Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

**MASTER AGREEMENT #010626****CATEGORY: JOC or IDIQ Program Management Consulting Services****SUPPLIER: The Gordian Group, Inc.**

This Master Agreement (Agreement) is between Sourcwell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcwell) and The Gordian Group, Inc., 30 Patewood Drive, Building 2, Suite 350, Greenville, SC 29615 (Supplier).

Sourcwell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcwell, Supplier will provide Included Solutions to Participating Entities through Sourcwell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcwell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcwell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcwell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcwell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcwell, Supplier, and Participating Entity as it relates to Sourcwell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcwell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcwell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcwell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on February 4, 2030, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #010626 to Participating Entities. In Scope solutions include:
- a. Consulting with Participating Agencies in the development and design of a JOC or IDIQ program that aligns with the goals and objectives of the Participating Agency;
- b. Identification and selection of the program platform or resource materials necessary to implement the Participating Agencies JOC or IDIQ program, such as technical specifications, general terms and conditions, pricing index or catalogs, reference materials, bidding methodology, procedure manuals, and contract forms;
- c. Support for Participating Agency performance of procurement-related processes and tasks (contractor outreach and development, solicitation drafting, pre-bid conference, bid evaluation, contract award, etc.);
- d. Technology, software, application, or platform solutions related to the offering of the solutions described in Sections 1. a. – c. above, including resources for cost proposal development, project documentation and tracking, and reporting tools; and,
- e. Services related to the offering of the solutions described in Sections 1. a. – d. above, including training, program adoption and administration, technical and contractor support, issue tracking, management and escalation, report preparation, and customization.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related

to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:

- Maintenance and management of this Agreement;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Participation in reviews with Sourcwell.

Sourcwell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcwell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcwell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcwell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcwell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcwell, Supplier will pay an Administrative Fee to Sourcwell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
- b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
- c) **Use; Quality Control.**
- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising

out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:

Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

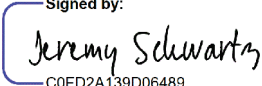
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such

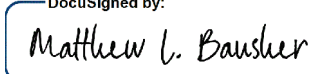
terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

The Gordian Group, Inc.

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/16/2026 | 7:47 AM CST

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By: _____
Matt Bausher
Title: Chief Customer Officer
Date: 2/16/2026 | 7:39 AM CST

RFP #010626 - JOC or IDIQ Program Management Consulting Services

Vendor Details

Company Name: The Gordian Group

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

Address: 30 Patewood Drive
Building 2, Suite 350
Greenville, South Carolina 29615

Contact: Gabby Rosas

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HST#: 58-1900371

Submission Details

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Submitted By: Gabby Rosas

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Submitter's IP Address: 147.243.202.209

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcwell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	The Gordian Group, Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcwell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcwell).	There are no other entities providing solutions under this proposal.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Gordian UEID#: R8JXSHBYMJS2 Gordian Cage: 0ZKV8
5	Provide your NAICS code applicable to Solutions proposed.	541690 Other Scientific and Technical Consulting Services
6	Proposer Physical Address:	30 Patewood Drive, Bldg 2, Suite 350 Greenville, SC 29615
7	Proposer website address (or addresses):	www.gordian.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Matt Bausher, Chief Customer Officer 30 Patewood Drive, Bldg 2, Suite 350 Greenville, SC 29615 m.bausher@gordian.com 864.734.6294
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Matthew Peterson, Director, Coop Contracts 30 Patewood Drive, Bldg 2, Suite 350 Greenville, SC 29615 m.peterson@gordian.com 218.851.9913
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Lotta Bager, Chief Operations Officer 30 Patewood Drive, Bldg 2, Suite 350 Greenville, SC 29615 lotta.bager@gordian.com 203.682.4971 Gregory Randall, Chief Sales Officer 30 Patewood Drive, Bldg 2, Suite 350 Greenville, SC 29615 gregory.randall@gordian.com 627.788.4053

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Exhibit A - Sourcewell Contract 010626-GGI Gordian has a proven track record and mission statements, reflecting our commitment to transforming the construction industry through cutting-edge technology and comprehensive support.</p> <ul style="list-style-type: none"> • Vision Statement. Building better communities by transforming data insights into smarter decisions. • Mission Statement. Gordian is the industry leader in Building Intelligence™ Solutions that help organizations successfully budget, build and maintain capital-intensive assets. Our accurate insights, robust technology and comprehensive expertise empower teams to effectively manage the entire building lifecycle. Decision-makers, operators and project leaders turn to Gordian as their partner of choice. Since our incorporation in 1990, Gordian has been providing Job Order Contracting (JOC) solutions to help public and private facility and infrastructure owners control and fast-track their construction repairs and alterations. During these 35 years, we have successfully implemented and supported JOC programs for more than 300 organizations in the United States, with approximately 1,200 construction companies participating in one or more of those programs. Today, more than \$4 billion in construction volume is completed through Gordian's JOC solutions annually. JOC procurement was pioneered and tested by our founder, Ret. Lt. Colonel Harry H. Mellon, for the U.S. military over three decades ago. It is an increasingly popular construction procurement method among facility and infrastructure owners to quickly and easily accomplish repair, alteration, and construction projects. Since Harry Mellon created JOC and co-founded Gordian, our primary focus has been the advancement and improvement of efficient and effective processes across the entire building lifecycle. During that time, we have developed a wealth of data, technology, process, and human resources that are unmatched in the industry. Gordian has continued to innovate and refine our JOC products and services and the underlying components that form them to meet the varying needs of our clients.
12	What are your company's expectations in the event of an award?	Gordian's expectation is to provide consulting services for the development, implementation, management, oversight, and direction of JOC and IDIQ programs. Our approach aligns with Sourcewell's objective to provide public sector entities with cost-effective, compliant, and fully integrated program management solutions designed to maximize efficiency and value.
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Gordian is a subsidiary of Fortive (NYSE: FTV), a \$6.2 billion Fortune 500 company that has strong financial stability. As a public entity, we can only report financials that are published under the Annual 10-K Report of the parent company. Gordian financials are rolled up into the Intelligent Operating Solutions business segment in the 10-K Report. Full Annual Reports are available at Fortive.com under Investors > SEC Filings, or at the following link: https://investors.fortive.com/sec-filings/annual-reports We have provided the Fortive Annual 10-K Report as well as a Bank Letter for The Gordian Group, Inc. in the supporting documents section of this RFP.
14	What is your US market share for the Solutions that you are proposing?	As the creator of JOC, Gordian has decades of proven experience designing, implementing, and supporting successful JOC and IDIQ programs nationwide. Our innovative single-solicitation process has helped public and educational agencies accelerate project delivery, foster strong partnerships between owners and contractors, and achieve consistently higher-quality outcomes. Today, Gordian holds approximately 7% of the overall U.S. JOC market, reflecting our leadership and deep expertise in this procurement method.
15	What is your Canadian market share for the Solutions that you are proposing?	Gordian's IDIQ/JOC presence in the Canadian market is emerging and steadily growing. Currently, we operate a JOC Program with the City of Mississauga and have initiated a cooperative partnership with Canoe Procurement Group of Canada, serving agencies in Ontario and Alberta. Additionally, we have a cooperative opportunity with Kinetic GPO in Ontario, further expanding our reach and ability to deliver innovative solutions across multiple provinces. Currently our overall JOC Market Share in Canada is less than 1%.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None.

<p>17</p>	<p>How is your organization best described as a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Exhibit A - Sourcewell Contract 010626 GGI Gordian operates as a cloud-based service (SaaS) provider, delivering cloud-based solutions that streamline construction procurement and project management. Our platforms and related tools are hosted and maintained by Gordian, ensuring secure, scalable, and continuously updated technology for our clients. At Gordian we don't just provide software; we pair it with expert support. Gordian hires and trains its own Sales professionals to guide agencies through solution selection and contracting strategies, and Service teams to manage implementation, training, and ongoing program support. This combination ensures clients receive both cutting-edge technology and hands-on expertise, resulting in successful adoption and measurable outcomes.</p>
<p>18</p>	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>There are no licenses or certifications required to provide the solutions in the scope of this RFP.</p>
<p>19</p>	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Gordian has had no debarments or suspensions.</p>
<p>20</p>	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>In the past five years, Gordian has been recognized with the following awards and recognition:</p> <ul style="list-style-type: none"> • 2025 CODiE Award Winner, Best Property Intelligence Solution. Gordian was named as the category for Gordian's Assessments and Capital Planning solution. • 2025 CODiE Award Finalist, Best Construction Management Platform. Gordian was awarded this category for its robust Gordian Cloud Platform and in the Best Generative AI Solution category for its AI Field Tools. • 2024 SIIA CODiE Award Winner, Best AI-Driven Technology Solution. Gordian was named as the provider of the best AI-driven business technology solution for 2024 as part of the annual Software & Information Industry Association (SIIA) CODiE Awards. • 2024, SIIA CODiE Award Finalist, Best Construction Management Platform. In addition to our win for Best AI-Driven Technology Solution, Gordian was also a 2024 CODiE Award finalist in the Best Construction Management Platform category for our robust Gordian Cloud Platform. • 2024, Energage Top Workplaces USA Award Winner. Gordian earned the 2024 Top Workplaces USA award, issued by Energage, a purpose-driven organization that develops solutions to build and brand Top Workplaces. The Top Workplaces program has a 15-year history of surveying more than 20 million employees and recognizing the top organizations across 60 markets for regional Top Workplaces awards. • 2024, Fortive's Impact Innovation Award. Gordian was the 2024 Impact Gold Medal Winner for our Assessment and Capital Planning (ACP) Solution. Our new ACP solution modernizes facility management by integrating mobile asset capture, intelligent data management, and capital planning insights on the Gordian Cloud Platform, delivering our customers streamlined workflows for efficient capital planning and asset management. The Impact Innovation Awards recognize innovations that have driven strong commercial results in the market. • 2024, Fortive's Disruptor Innovation Award. Out of 33 total submissions across Fortive Operating Companies, Gordian was one of the five winners for our new AI Tools Suite, which includes the Scope of Work Generator and the Image Recognition Tool (TagStarr). These products, the first AI-enabled, externally facing solutions from Gordian, leverage advanced technology to streamline on-site workflows by automating scope of work creation and asset capture, enhancing accuracy, efficiency, and data reliability. The Disruptor Innovation Awards recognize early-stage innovations that have strong evidence of customer adoption and market potential but may not have yet reached their full potential.

21	What percentage of your sales are to the governmental sector in the past three years?	<p>Exhibit A - Sourcewell Contract #10626-GGI Gordian uses Sourcewell contracts for State, Local, and K-12 Agencies</p> <p>2025: SLED Market Sales 74%/Federal Market Sales 17%/Healthcare Market Sales 3%</p> <p>2024: SLED Market Sales 79%/Federal Market Sales 12%/Healthcare Market Sales 3%</p> <p>2023: SLED Market Sales 81%/Federal Market Sales 8%/Healthcare Market Sales 3%</p>
22	What percentage of your sales are to the education sector in the past three years?	<p>2025: Higher Ed Market Sales 6%</p> <p>2024: Higher Ed Market Sales 6%</p> <p>2023: Higher Ed Market Sales 8%</p>
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>In 2006, Gordian launched the first ever Cooperative JOC Program at Cooperative Educational Services (CES), in New Mexico. In the 19+ years since, Gordian has been working with Cooperative Purchasing agencies to strengthen and improve their unique programs. In that time, Gordian has worked with over 40 agencies that offer a cooperative solution to procure over \$1.1B dollars annually in construction volume. Only Gordian has this level of hands-on experience with the intricacies of procuring construction through Cooperative Purchasing. We have an unmatched track record of helping Cooperative agencies succeed and grow their programs.</p> <p>Below is a list of cooperative contracts held in the last 3 years, with the number of projects completed and the yearly total construction volume. All numbers are reported by calendar year, except for 2025 which is reported through December 15.</p> <ol style="list-style-type: none"> 1. Sourcewell 2025 (YTD – December 15): 2,228 Projects; \$610,971,667 in Construction Volume 2024: 2,303 Projects; \$449,094,455 in Construction Volume 2023: 2,266 Projects; \$456,550,382 in Construction Volume 2022: 1,951 Projects; \$401,343,619 in Construction Volume 2. Arizona Department of Administration (DOA) 2025 (YTD – December 15): 805 Projects; \$64,396,134 in Construction Volume 2024: 799 Projects; \$80,607,502 in Construction Volume 2023: 805 Projects; \$106,022,936 in Construction Volume 2022: 628 Projects; \$56,587,178 in Construction Volume 3. Keystone Purchasing Network (KPN) 2025 (YTD – December 15): 316 Projects; \$123,259,147 in Construction Volume 2024: 384 Projects; \$67,660,605 in Construction Volume 2023: 413 Projects; \$58,726,390 in Construction Volume 2022: 420 Projects; \$34,522,021 in Construction Volume 4. Education Services Commission of New Jersey (ESCNJ) 2025 (YTD – December 15): 404 Projects; \$48,770,794 in Construction Volume 2024: 508 Projects; \$80,191,143 in Construction Volume 2023: 512 Projects; \$65,902,072 in Construction Volume 2022: 560 Projects; \$57,740,816 in Construction Volume 5. Cooperative Education Services (CES)/PSFA New Mexico 2025 (YTD – December 15): 462 Projects; \$52,785,430 in Construction Volume 2024: 571 Projects; \$58,075,493 in Construction Volume 2023: 462 Projects; \$52,693,643 in Construction Volume 2022: 469 Projects; \$38,318,951 in Construction Volume 6. Virginia Department of General Services (DGS) 2025 (YTD – December 15): 476 Projects; \$77,929,535 in Construction Volume 2024: 398 Projects; \$39,271,397 in Construction Volume 2023: 441 Projects; \$42,561,323 in Construction Volume 2022: 279 Projects; \$22,514,913 in Construction Volume 7. Town of Greece 2025 (YTD – December 15): 130 Projects; \$55,819,586 in Construction Volume 2024: 106 Projects; \$44,833,464 in Construction Volume 2023: 86 Projects; \$19,926,855 in Construction Volume 2022: 57 Projects; \$19,184,044 in Construction Volume 8. Capital Region Council of Governments (CROG) 2025 (YTD – December 15): 177 Projects; \$31,279,312 in Construction Volume 2024: 289 Projects; \$33,836,898 in Construction Volume 2023: 180 Projects; \$37,469,468 in Construction Volume 2022: 144 Projects; \$31,725,797 in Construction Volume 9. Equalis Group 2025 (YTD – December 15): 139 Projects; \$44,982,657 in Construction Volume 2024: 113 Projects; \$36,014,200 in Construction Volume 2023: 60 Projects; \$15,613,741 in Construction Volume 2022: 33 Projects; \$3,776,796 in Construction Volume 10. Utah Division of Purchasing (DOP) 2025 (YTD – December 15): 217 Projects; \$21,045,873 in Construction Volume 2024: 222 Projects; \$19,359,427 in Construction Volume 2023: 248 Projects; \$15,200,743 in Construction Volume 2022: 148 Projects; \$10,117,354 in Construction Volume 11. Indiana Department of Administration (DOA) 2025 (YTD – December 15): 74 Projects; \$14,421,317 in Construction Volume 2024: 80 Projects; \$18,515,369 in Construction Volume 2023: 64 Projects; \$17,982,057 in Construction Volume 2022: 39 Projects; \$12,107,602 in Construction Volume

		<p>Exhibit A Sourcewell Contract 010626-GGI</p> <p>2025 (YTD – December 15): 57 Projects; \$17,927,206 in Construction Volume 2024: 92 Projects; \$9,494,262 in Construction Volume 2023: 111 Projects; \$22,820,322 in Construction Volume 2022: 123 Projects; \$9,677,719 in Construction Volume</p> <p>13. Vizient 2025 (YTD – December 15): 130 Projects; \$15,293,663 in Construction Volume 2024: 88 Projects; \$13,433,363 in Construction Volume 2023: 74 Projects; \$12,746,516 in Construction Volume 2022: 60 Projects; \$11,087,243 in Construction Volume</p> <p>14. OMNIA Partners 2025 (YTD – December 15): 114 Projects; \$30,188,516 in Construction Volume 2024: 41 Projects; \$8,692,734 in Construction Volume 2023: 39 Projects; \$2,390,465 in Construction Volume</p> <p>15. City of White Plains 2025 (YTD – December 15): 50 Projects; \$4,614,511 in Construction Volume 2024: 36 Projects; \$4,578,601 in Construction Volume 2023: 36 Projects; \$3,241,510 in Construction Volume 2022: 41 Projects; \$8,669,049 in Construction Volume</p> <p>16. Maryland Department of General Services (DGS) 2025 (YTD – December 15): 22 Projects; \$2,751,980 in Construction Volume 2024: 21 Projects; \$16,929,299 in Construction Volume</p> <p>17. City of Springfield 2025 (YTD – December 15): 38 Projects; \$3,583,389 in Construction Volume 2024: 20 Projects; \$2,393,144 in Construction Volume 2023: 25 Projects; \$1,113,100 in Construction Volume 2022: 20 Projects; \$2,274,411 in Construction Volume</p> <p>18. Yavapai 2025 (YTD – December 15): 4 Projects; \$1,218,902 in Construction Volume 2024: 16 Projects; \$4,428,001 in Construction Volume 2023: 4 Projects; \$218,428 in Construction Volume 2022: 16 Projects; \$2,391,541 in Construction Volume</p> <p>19. Pinellas County 2025 (YTD – December 15): 29 Projects; \$1,924,285 in Construction Volume 2024: 3 Projects; \$198,693 in Construction Volume 2023: 16 Projects; \$1,819,351 in Construction Volume 2022: 15 Projects; \$742,074 in Construction Volume</p>
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Gordian GSA Schedule GS-35F-0081Y 2025: \$1,593,471 2024: \$844,470 2023: \$1,171,146

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Indiana Department of Administration (IDOA)	Michael Chapman, JOC Program Manager	317.234.0250
Capital Region Council of Governments (CROCG)	Pauline Yoder, COO	860.724.4285
Orange County Public Works (OCPW)	Michael T. Smith, Manager	714.667.3289

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

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

Line Item	Question	Response *
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26	Sales force.	<p>Exhibit A - Sourcwell Contract 010626 - GCI</p> <p>Providing Solutions and Services to Gordian's primary business. Gordian has a total staff count of more than 1,050, with 110 sales professionals and 370 JOC professionals in North America. These are all full-time, direct employees of Gordian. Our teams have extensive experience in all areas of consulting, planning, construction, information management systems, database administration, construction cost data, estimating, training, project management, operations, and maintenance. The vast knowledge and experience of our employees helps us fully understand the complexities that our clients face each and every day.</p> <p>Gordian's Sales and JOC professionals work with owners to deliver a seamless experience from initial engagement through program implementations and beyond. Together our teams ensure every client receives exceptional service by aligning project goals, providing expert guidance, and maintaining clear communication throughout the contract lifecycle. From implementation to onboarding and training to ongoing support and contract rebid, our highly experienced personnel are committed to helping owners achieve success at every step.</p> <p>Gordian Headcount by State: Procurement Operations/Procurement Sales</p> <p>AR 1/0 AZ 8/2 CA 42/2 CO 3/1 CT 1/1 FL 12/3 GA 17/1 HI 9/0 ID 1/0 IL 9/1 IN 6/0 KS 0/1 KY 3/0 MA 2/0 MD 6/1 ME 1/0 MI 3/1 MN 3/1 MO 3/0 NC 2/0 NJ 13/1 NM 6/1 NV 1/0 NY 40/1 OH 7/1 OR 1/1 PA 6/1 SC 14/1 TN 1/0 TX 14/1 UT 1/1 VA 5/1 WA 2/0 WI 1/0 WV 1/0</p> <p>Grand Total: 245 Operations/25 Sales</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Gordian sells directly to any Participating Entity of Sourcwell. There are no other dealers, resellers, or distribution methods.
28	Service force.	<p>Co-Op Contracts</p> <p>Matthew Peterson, Director, Co-Op Contracts, brings over 27 years of seasoned experience in the construction industry, with a specialized focus on the procurement, administration, and management of Cooperative Job Order Contracting (JOC) Contracts. From 2009 to 2015, Mr. Peterson served as a public employee for a National Cooperative, playing a pivotal role in a team that was the first to successfully implement local Cooperative JOC Contracts nationwide. Since joining Gordian in 2015, Mr. Peterson has developed extensive JOC experience including business development, program startups, implementations, and procurement of individual Job Orders. In his current role as Director, Mr. Peterson's team provides contractual support for all Gordian's Cooperative JOC programs across the nation.</p> <p>Mr. Peterson is supported by Christian Mellon, Cooperative Contracts & Implementation Manager. Employed with Gordian since 2002, Mr. Mellon has 24 years' experience across all facets of Gordian's JOC procurement including sales, operations, program startups, implementations, training, and ongoing support. Currently, Mr. Mellon is responsible for implementing customized JOC programs for new start-ups across the nation and preparing contract documents when rebidding existing JOC programs. With over 115+ implementations, Mr. Mellon has started more JOC programs than any other past or current Gordian employee. He brings his vast experience to the Project Team</p>

Exhibit A - Sourcewell Contract #10626-CE

healthcare institutions, municipal governments, housing authorities, state agencies, K-12 school districts, higher education institutions, federal military installations, international owners, and cooperative purchasing programs. Also on Matt Peterson's Cooperative Contracts team are Nina Baron, Co-Op Contracts Manager, and Tori Smith-Burgess, Co-op Relations and Contract Specialist. Ms. Baron and Ms. Smith-Burgess have been with Gordian for 5 years and 20 years respectively. Ms. Baron is responsible for the support of Gordian's cooperative partners. Ms. Baron is responsible for administration of the awarded contracts inside Gordian's JOC Software and coordinating Gordian's internal departments to ensure all contracts are entered into the software, annual price adjustments are completed, and contract renewals processed. Ms. Burgess-Smith is responsible for entering all new contract awards into the JOC software as well as creating and processing thousands of contract renewals each year.

Program Design & Contracts

The Program Design & Contracts Team includes Nate Tillman, Senior Manager Program Development, and Shonna Ybarra, Program Implementation Manager, a team that manages the creation of Customized Bid Documents, Contracts, and Execution Procedures. They manage Gordian's activities relating to the compilation of bid documents, general conditions, and other program documents required to procure JOC contractors. This includes the incorporation of best practices during each rebidding process and providing standard work for contractor outreach and pre-bid meetings.

Contractor Engagement

The Contractor Engagement team is led by Rebecca Cink, Director, Construction Strategy. The Contractor Engagement team is responsible for contractor outreach, onboarding, and ongoing enablement to help contractors reach their fullest potential. Ms. Cink joined Gordian in 2024 with a background in construction, and she comes to Gordian with 10 years of experience with Turner Construction and 3 years with Fluke Electronics.

She is supported by Mary-Neil Jackson, Sr. Manager, Contractor Engagement, and Kellie Erickson, Contractor Engagement Manager. Ms. Jackson is responsible for creating and executing strategic initiatives intended to attract new contractors to our JOC programs and educate them on the JOC process. Ms. Erickson is responsible for ensuring Gordian is inclusive in the contractor outreach process by leveraging relationships both the customer and Gordian have established at local levels with diverse contractor associations and professional development groups.

Gordian's Marketing Team

Led by Sharon Lubrano, Chief Marketing Officer, the team includes Lauren Fields, Senior Director of Marketing, Liz Rubel, Corporate Marketing Manager and Evelyn Albanese, Customer Engagement Marketing Manager, who manage our marketing relationship with Sourcewell. Gordian is dedicated to supporting Sourcewell through a strategic marketing approach that includes a dedicated landing page, providing Participating Entities with essential information about our services. Our Marketing team creates tailored digital advertisements specifically to highlight the benefits Gordian offers, develops targeted, multi-channel campaigns to keep Participating Entities informed and engaged, as well as developing co-branded collateral to reinforce the value of our partnership.

Retention & Expansion Specialists

Gordian has introduced a specialized team of five new Specialists to strategically support JOC Program growth. These roles are structured around two core pillars of program success: strong client relationships and a capable contractor pool. Two specialists focus on client engagement, while three are dedicated to contractor development. This dual approach reflects a tailored strategy to strengthen both sides of the program, with these newly created roles—launched in 2025—designed to drive sustainable expansion and value.

Client Relationships

Customer Relationship Manager. This is a strategic partner focused on delivering exceptional service and strengthening client relationships. By leveraging deep knowledge of internal processes and client needs, Customer Relationship Managers act as trusted advisors who manage communications, oversee project and program execution, and ensure alignment between deliverables and expectations. Through data analysis and feedback, they drive continuous improvement and maintain service excellence in a dynamic environment.

Customer Engagement Manager. This is a key role in the Retention & Expansion team, driving revenue growth and improving retention among existing procurement customers. By combining data insights with operational expertise, the Customer Engagement Manager ensures customers maximize the value of Gordian's solutions. This role builds trusted relationships, identifies opportunities for deeper product adoption, and delivers strategic recommendations that enhance customer experience and long-term success.

Contractor Relationships

Customer Success Manager. This is a pioneering role in JOC, dedicated to driving contractor growth and expansion. By leveraging evolving data insights, the Customer Success Manager empowers contractors to adopt a growth mindset and build their business development capabilities, especially within Cooperative Programs where such efforts are often lacking. This role helps contractors scale to meet increasing member demand, ensuring the success and sustainability of the overall program.

		<p>Exhibit A - Sourcewell Contract 1062666 responsible for identifying, engaging, and educating potential new contractors before construction contracts are bid. Focused on expanding contractor participation, the Contractor Engagement Manager proactively addresses the market pre-award and supports newly awarded contractors through the onboarding process. This role ensures a smooth transition into the County's Program by guiding contractors every step of the way, fostering stronger program participation and long-term success.</p> <p>Contractor Enablement Manager. This role accelerates the success of newly onboarded contractors by equipping them with advanced mindsets, strategies, and skills to thrive within the County's JOC Program. This role focuses on rapidly developing contractor capabilities to drive both individual business growth and broader program expansion.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Any sale or order will be executed contractually through a Purchase Agreement that outlines the specific JOC Solution and terms being sold. These Agreements are handled directly by Gordian Sales and JOC Professional teams at a local level. Upon execution of the Purchase Agreement, Gordian will engage with each Participating Entity in the development of their specified JOC Program. Multiple Gordian Teams including Sales, Operations, Program Design and Contracts, Contractor Engagement, Legal, and Marketing will work with each entity to ensure smooth implementation of the JOC Solution. Additional information on the ordering process can be found in our response to question 46 New Owner Start Up and Implementation.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Bill Duff leads our Customer Retention and Expansion team, consisting of 12 team members available to assist with any customer issues including product installations, user access, defect escalation and tracking, and new release guidance. They can be contacted by phone at 877-GORDIAN or via email at gordiansupport@gordian.com. Hours of operation are Monday through Friday, 8 am to 8 pm EST.</p> <p>Additionally, Gordian provides the following technical support services for the Gordian Cloud Platform software using multiple communication methods to serve Participating Entities conveniently and efficiently:</p> <ul style="list-style-type: none"> • On-Site Personnel. Many support tasks, including additional training, report writing, and merely answering basic questions, are handled by our on-site representative. They have extensive experience in Gordian's proprietary JOC software and can handle almost every assignment without additional assistance. • Remote Access. Remote access applications such as GoToMeeting, pcAnywhere, and NetMeeting allow us to connect to a user's computer to analyze and correct specific problems. • Toll-Free Support Line. Calling our toll-free support line connects users with a specialist who will promptly assist the user with their questions or issues. <p>Over the past 35 years, Gordian's JOC Solutions have had a 95%+ customer retention rate.</p> <p>Gordian's commitment to customer service is reinforced by a nationwide network of JOC professionals. These experts are strategically positioned across the country to provide immediate, localized support, ensuring rapid response times and familiarity with regional requirements. This nationwide presence delivers several key benefits:</p> <ul style="list-style-type: none"> • Faster Response and On-Site Assistance. Our proximity to clients allows us to address needs quickly and minimize delays. • Local Expertise. Professionals understand regional regulations, procurement standards, and market conditions, ensuring compliance and efficiency. • Scalability and Coverage. Whether managing a single project or a multi-site program, Gordian's team can scale resources to meet client demands anywhere in the country. • Consistent Quality and Best Practices. Nationwide support ensures uniform service standards while adapting to local nuances. <p>By Integrating our Customer Retention and Expansion team, dedicated technical support services, and an extensive network of experienced JOC Professionals, Gordian delivers a robust structure designed to exceed client expectations. This collaborative approach ensures successful program execution, optimized performance, and long-term value for every JOC Partnership.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Gordian will provide full access to our solutions to Sourcewell Participating Entities upon award.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Gordian's presence in the Canadian market is growing, and we are fully committed to delivering our industry-leading products and services to Sourcewell participating entities across Canada. We welcome the opportunity to work with any Sourcewell Participating Entities interested in leveraging our Job Order Contracting (JOC) solutions.</p> <p>It is important to note that Gordian currently holds an awarded contract with the Canoe Procurement Group of Canada, enabling us to provide our products and services to participating agencies all throughout Canada. We recognize that Sourcewell and Canoe often collaborate to create opportunities within Canada, and Gordian is eager to support and enhance those efforts in any way possible. Our goal is to ensure Canadian agencies have access to our award-winning products and services.</p>

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>Exhibit A - Sourcewell Contract #10626-GGI</p> <p>Gordian provides our solutions to all 50 states. We have operational and sales support staff located throughout North America.</p> <p>Gordian's headquarter/primary office location is in Greenville, SC. Given our business model, Gordian employees are equipped to conduct business remotely in any region of the U.S. and Canada.</p>	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Not applicable. Gordian will provide full access to our solutions to Sourcewell Participating Entities upon award.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Not applicable.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Gordian will provide full access to our solutions to Sourcewell Participating Entities upon award.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Gordian will develop and deploy a comprehensive and integrated marketing strategy to effectively promote this opportunity, ensuring maximum visibility and engagement with our target audience. Our approach is multifaceted, leveraging a combination of digital and traditional marketing channels to reach potential customers.</p> <p>Multi-Channel Marketing Approach:</p> <ul style="list-style-type: none"> Comprehensive Marketing Materials and Content Creation. Our Marketing department creates detailed contract and solution overview documents, engaging presentations, and dedicated landing pages on our website. We also create state-specific one-sheets that provide clear and concise contract information, highlighting the awarded contractors and regional maps. Email Campaigns. We deploy targeted email campaigns to inform and engage Sourcewell Participating Entities about the benefits and details of our contracts, ensuring value-based messaging reaches key decision-makers. Press Releases. We will issue regional and national-based press releases to announce and highlight the value of our offerings, maximizing media exposure and industry recognition. Trade Show Participation. Gordian actively participates in dozens of industry trade shows, providing an opportunity to showcase our solutions and engage directly with potential customers. We promote our Sourcewell contracts in our booth and in session presentations, when able. Targeted Digital Advertising. We utilize sophisticated digital advertising strategies to reach specific audiences, enhancing our contract visibility and driving interest in our available offerings. <p>Thought Leadership and Industry Engagement:</p> <ul style="list-style-type: none"> Earned Media. Our subject matter experts engage in earned media opportunities, articulating the value of our contracts and highlighting customer success stories. This approach not only showcases our expertise but also builds trust and credibility in the marketplace. Joint Speaking Engagements and Presentations. Our subject matter experts collaborate with Sourcewell representatives in speaking engagements (both in person at industry events and on webinars) demonstrating our expertise and reinforcing our partnership. Industry Partnerships. We invest in and leverage partnerships with organizations like NIGP and NCPP to promote the value of cooperative contracts, enhancing market awareness and credibility. We also work with partners like Pavilion and Procurated to effectively match our awarded Sourcewell contracts to potential buyers actively seeking construction procurement services, ensuring we connect with those most likely to benefit from our offerings.

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Exhibit A - Sourcewell Contract 010626 QCI</p> <p>Gordian leverages a comprehensive suite of technology and digital data tools. Our approach integrates paid digital advertising, social media platforms, and robust marketing automation and CRM systems to deliver targeted and impactful marketing campaigns.</p> <ul style="list-style-type: none"> • Paid Digital Advertising. We strategically utilize paid digital advertising to reach and engage our target audience across various online platforms. By employing sophisticated targeting techniques and leveraging data analytics, we ensure that our advertisements are seen by the right audience at the right time, maximizing our return on investment and driving measurable results. • Search Engine Optimization (SEO). SEO is a critical component of our digital marketing strategy, ensuring that our content is easily discoverable by search engines and our target audience. By optimizing our website and content for relevant keywords, frequently asked questions and improving site structure and performance, we enhance our organic search visibility. This approach drives increased traffic, improves brand awareness, and ensures that potential customers find us when searching for solutions we offer. • Social Media Platforms. Our social media strategy encompasses multiple platforms, including LinkedIn and Facebook, allowing us to connect with our audience through engaging and relevant content. By actively monitoring and analyzing social media interactions, we gain valuable insights into customer preferences and trends, which inform our marketing strategies and content creation. This dynamic engagement not only enhances brand visibility but also fosters community and loyalty. • Marketo. As a key component of our marketing technology stack, Marketo enables us to automate and personalize our marketing efforts. Through its robust capabilities, we execute targeted campaigns, nurture leads, and track customer interactions across the buyer's journey. This data-driven approach allows us to optimize our marketing strategies, ensuring that our messaging resonates with our audience and drives conversions. • Salesforce. Our integration of Salesforce as our CRM platform provides a seamless connection between marketing and sales teams. By capturing and analyzing customer data, we gain a comprehensive view of our customer interactions and history. This integration empowers us to tailor our marketing efforts to individual customer needs and preferences, enhancing the overall customer experience and driving long-term relationships.
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>If awarded, Gordian will seamlessly integrate Sourcewell messaging into our established, comprehensive marketing strategy. Gordian's corporate marketing approach focuses on strengthening brand reputation through a strong digital presence, strategic partnerships, events, and promotional channels that drive demand generation, enable sales, and foster customer loyalty and advocacy. Our corporate-wide plan includes a robust communications framework layered with targeted industry initiatives supporting State and local government, K-12, Higher Education, Healthcare, Federal, and Construction markets.</p> <p>As part of this effort, Gordian will issue a co-branded press release and create co-branded collateral. We have extensive experience executing external marketing and outreach programs to raise awareness of available solutions, primarily through seminars. These seminars also serve as a platform to encourage participation from minority- and woman-owned businesses, either through prime contract opportunities or networking with prime contractors.</p> <p>Beyond incorporating Sourcewell into our existing demand generation, nurture campaigns, and digital marketing efforts, Gordian will develop targeted initiatives by region and industry to amplify Sourcewell messaging. First, Gordian's national presence and relationships will be leveraged with key associations to promote the contract effectively. Furthermore, a dedicated marketing representative will collaborate with Sourcewell's team at contract kick-off to align messaging and create a Sourcewell-specific marketing plan, supported by bi-monthly check-ins.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, Gordian is selling software and services, not products.

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Exhibit A - Sourcewell Contract 010626-GGI Training & Technical Support</p> <p>Gordian develops all training materials necessary to support the JOC program for Participating Entity staff as well as JOC contractor staff receive specialized training. There is no additional cost involved. The Gordian Account Manager evaluates your needs and builds out a training schedule to train on all aspects of a JOC program from start-up to ongoing refresher training and training support.</p> <p>With over three decades of experience in developing JOC programs, Gordian's JOC Training is designed to provide the maximum effectiveness and flexibility. The training program is comprised of multiple training sessions as needed, so that each session is structured to the specific audience. Each session is scheduled with your team and is given as often as requested. The total number of classroom hours and the extent of field training are dependent on the experience and abilities of the participants being trained.</p> <p>A general description of Gordian's training sessions is provided below, but Gordian ensures you and your JOC contractors have the training they need to be successful.</p> <p>A detailed overview of each training session is included in Question 48 within this response.</p>
42	Describe any technological advances that your proposed Solutions offer.	<p>Gordian's JOC software is purpose-built on 35+ years of JOC experience. It centralizes contract and project data with intuitive workflows assisting from job order request to close out with real-time tracking for full visibility. A customized, localized Construction Task Catalog™ (CTC) provides transparent and consistent pricing for every project. Gordian's JOC software also provides innovative AI tools including a Scope of Work Generator Assistant that captures notes in real time during site walks and collaborates with back-office teams to create detailed scopes automatically, plus a Proposal Review Assistant that flags gaps and risks for faster approvals.</p>
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Sustainability Framework</p> <p>Gordian is a subsidiary of Fortive Corporation as part of the Intelligent Operating Solutions business segment. Fortive publishes an annual Sustainability Report that can be found at the following link: https://fortive.com/sustainability#sustainability.</p> <p>Fortive's Sustainability Pillars guide our strategy and define goals to drive progress. Resources are focused on continuous improvement in these areas, knowing they drive business value while proactively mitigating risk. The Sustainability Pillars reflect the environmental, social, and governance issues that are most relevant to our business and are informed by our 2020 and 2023 materiality assessments and their near- and long-term value for the company and our stakeholders.</p> <ul style="list-style-type: none"> • Innovate for Impact • Empower Inclusive Teams • Protect the Planet • Work & Source Responsibly • Operate with Principle <p>Climate Change & GHG Emissions</p> <p>Climate change is one of the most pressing issues facing our planet today. Fortive recognizes that we must take bold action to mitigate the effects of climate change—which is why we committed to reduce absolute Scope 1 and 2 greenhouse gas (GHG) emissions 50% by 2029 from 2019 levels, consistent with the Science Based Targets Initiative (SBTi) guidance.</p> <p>Management Approach</p> <p>Fortive's strategy to reduce GHG emissions across all operations leverages core strengths—our data-driven culture, scaling smart and impactful results using FBS, and our commitment to kaizen to improve and sustain performance.</p> <p>To reduce our Scope 1 and 2 GHG emissions, our plans center on these three strategies:</p> <ul style="list-style-type: none"> • Direct Emissions Reductions. Derived from GHG emissions reduction projects identified and implemented across our major sites. These range from infrastructure upgrades to process and workflow efficiencies and/or improvements. • Renewable Energy. Achieved through utility clean energy purchases, on-site renewable energy installations, and renewable energy certificates procured through unbundled and large-scale renewable energy power purchase agreements. • Organic Efficiency. Indirect emissions reductions gained via the continued addition of renewable energy to the electricity grid. <p>Implementation of these initiatives is driven via cross-functional collaboration with Finance, EHS, Facilities, Operations, Procurement, and Legal teams across our operating companies.</p> <p>2029 GHG Goal—Strategic Roadmap</p> <p>To hit these goals, Fortive has grounded our strategic plan with the following management priorities:</p> <ul style="list-style-type: none"> • GHG targets for operating companies. To drive continuous improvement and investment of carbon reduction initiatives, each operating company has an annual GHG reduction target. Goals are scoped relative to the operating company's size and carbon intensity • Sustainability kaizens. Teams continuously evaluate and identify opportunities to reduce energy, sources of GHG emissions, water and waste inefficiency, and other sustainability components of our EHS risk score through a robust toolkit including regular sustainability kaizens and sustainability assessments. • Capital investments. Fortive supports capital funding for projects that deliver meaningful GHG emissions reductions. Projects are reviewed by the Fortive Sustainability team prior to the annual budget process, and approved projects are submitted for inclusion in the operating company's budget for the following year. • Renewable energy. Fortive's evolving renewable energy procurement strategy balances direct-through-utility procurement, on-site renewable energy installations, and large-scale, clean-

Exhibit A - Sourcewell Contract 0410626-06

Fortive acts as a sourcewell contractor for our companies in their procurement of community and on-site renewable energy solutions to ensure consistency and integrity. The policy identifies viable renewable energy instruments and sources of renewable energy.

Community
 Fortive operates on a global scale, but we also work to be a powerful force for active service and positive change in our local communities. Our teams contribute to and have a positive impact in the communities around the world where we live and work. We build trust in our communities and act as responsible global citizens through three primary channels—our annual Day of Caring, the Fortive Foundation, and the Fortive Scholarship Program. Through our annual Fortive Day of Caring, employees of all Fortive business entities dedicate time, resources, and talents to support local organizations and causes we care about most. Each site or operating company identifies events that are meaningful to their teams and communities, inspiring participation and creating lasting community impact.

Day of Caring
 Day of Caring is a Fortive tradition that embodies our spirit of generosity and optimism. Acts of service connect us to the communities where we live and work, enhance our sense of well-being, and provide opportunities to engage in activities or with organizations that are fulfilling on a personal level.
 An employee-led initiative, Day of Caring empowers our teams to come together, engage with causes they care about, and provide meaningful support to community partners. Across the company, we offer everyone a full, paid day off to serve their community.
 In 2024, teams across more than 170 global Fortive locations supported local non-profit and community organizations

- \$1.3M in charitable donations to non-profit organizations that advance STEM education, community resilience, and environmental stewardship
- 100% of our operating companies hosted at least one community volunteer event
- 24K+ volunteer hours contributed through our annual Day of Caring
- 170+ Global communities supported through Day of Caring events worldwide

Fortive Scholarship Program
 Fortive believes that great young minds can create a positive future. Their optimism, ingenuity, and ambition will shape a more sustainable and just world. The Fortive Scholarship Program supports students' pursuit of post-secondary education by providing two- or four-year college, university, or vocational school scholarships to the next generation of world changers. Scholarship awards are based on academic performance, leadership, and economic need, with each scholarship renewable for up to three years.
 In 2024, Fortive awarded 20 new scholarships to students bound to two- and four-year colleges, universities, and vocational schools, and 32 renewal scholarships to continuing students.

Fortive Foundation
 The Fortive Foundation was established to direct and scale our philanthropic efforts. Since its launch in 2020, the Foundation has tripled its annual charitable contribution, supporting nonprofit organizations worldwide whose missions and impact align with the Foundation's giving areas:

- STEM education
- Community resilience
- Environmental stewardship

The Foundation partners with select non-profit organizations to amplify our philanthropic impact. Through both the American Red Cross and GlobalGiving, team members can donate directly to support communities in need, with their contributions matched by the Fortive Foundation.

44 Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.

Not applicable, Gordian is a SaaS provider.

45 What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?

Building Intelligence™ Solutions
 Gordian is the industry leader in Building Intelligence Solutions that help organizations successfully budget, build, and maintain capital-intensive assets. Decision-makers, operators, and project leaders turn to Gordian as their partner of choice.
 Accurate insights, robust technology, and comprehensive expertise empower teams to effectively manage the entire building lifecycle. From prioritizing facilities needs and developing strategic plans, engaging and procuring resources to complete critical construction projects or optimizing existing assets to meet evolving needs, we have solutions that can help.

Delivering Value to our Customers

- Smarter Decisions. When customers use Gordian data and insights, they make decisions that result in intelligent use of capital, selection of the right partners, and optimization of existing resources and assets.
- Smarter Investments. The most important decisions usually revolve around the deployment of capital. Spending money in the right places creates better outcomes for everyone.
- Smarter Teams. We don't just work with organizations, we work with executives, managers, and operators. We help them make better decisions, run better projects, and deliver successful outcomes.

Exhibit A - Sourcwell Contract #010626-061

At Gordian, we're developing innovative solutions for every phase of the building lifecycle. From construction planning and building to facility operations, we're helping our customers overcome their business challenges by delivering critical data, innovative technology and extraordinary service.

Continuous Innovation

Since our incorporation in 1990, Gordian has been providing JOC solutions to help public and private facility and infrastructure owners control and fast-track their construction repairs and alterations. During these 35 years, we have successfully implemented and supported JOC programs for nearly 300 clients in the United States, with approximately 1,200 construction companies participating in one or more of those programs.

JOC procurement was pioneered and tested by our founder, Ret. Lt. Colonel Harry H. Mellon, for the U.S. military over three decades ago. It is an increasingly popular construction procurement method among facility and infrastructure owners to quickly and easily accomplish repair, alteration, and construction projects.

Since Harry Mellon created JOC and co-founded Gordian, our primary focus has been the advancement and improvement of efficient and effective processes across the entire construction lifecycle. During that time, we have developed a wealth of data, technology, process, and human resources that are unmatched in the industry. Gordian has continued to innovate and refine our JOC products and services and the underlying components that form them to meet the varying needs of our clients. Gordian's JOC solutions are designed to minimize the amount of effort required by the owner while maximizing the benefits.

Retention & Expansion Specialists

As mentioned previously in Item 28, Gordian has a specialized team to strategically support JOC Program growth. These roles are structured around two core pillars of program success: strong client relationships and a capable contractor pool. Two specialists focus on client engagement, while three are dedicated to contractor development. This dual approach reflects a tailored strategy to strengthen both sides of the program, with these newly created roles—launched in 2025—designed to drive sustainable expansion and value. Gordian CTC Construction Task Catalog (CTC)

Our team of experienced cost estimators has prepared more than 3,000 customized CTCs, specifically designed for JOC programs. Our team of over 50 data scientists and construction industry experts continuously researches the construction cost database through a structured, formulaic methodology that ensures accuracy and consistency across all tasks. Each line item contains national, regional, or local material, labor, and equipment cost, targeting the appropriate source for each.

Gordian's CTC is a comprehensive Unit Price Book (UPB) that includes over 275,000 locally priced construction tasks.

Gordian Cloud Platform—AI-Powered Scope Development

Gordian's Cloud Platform includes an innovative AI-powered Scope of Work Assistant designed to transform how Sourcwell participating entities develop detailed scopes for construction projects. This tool leverages advanced natural language processing and Gordian's proprietary construction data to automate scope creation, reducing manual effort and accelerating project initiation. By analyzing project requirements and user input, the assistant generates comprehensive, contract-compliant scopes that include inclusions, exclusions, and scheduling considerations – ensuring clarity and precision from the start.

Unique Attributes and Industry Differentiation

Unlike generic AI solutions, Gordian's assistant is deeply integrated with the CTC data and job order contracting workflows, making it uniquely suited for public procurement environments. The tool dynamically interacts with users, asking clarifying questions and refining outputs to deliver scopes tailored to each project's needs. It also references historical job orders and contract-specific task catalogs, ensuring accuracy and consistency across multiple projects. This integration earned Gordian recognition through innovation awards, underscoring its role as a disruptor in construction procurement technology.

Benefits for Sourcwell Participating Entities

For Sourcwell Participating Entities, this AI capability translates into measurable advantages:

- **Efficiency.** Dramatically reduces time spent drafting scopes manually.
- **Accuracy.** Ensures compliance with industry standards and contract requirements.
- **Scalability.** Supports multiple projects and stakeholders with consistent, high-quality outputs.
- **Risk Reduction.** Provides structured, professional scopes that minimize ambiguity and change orders.

By combining automation with Gordian's decades of expertise in construction cost data and procurement, the AI-powered Scope of Work Assistant delivers a solution that is not only unique in the industry but also purpose-built to meet the needs of Sourcwell participating entities.

Gordian's Role in Legislative Advocacy

Gordian understands that the long-term success of Cooperative Purchasing and JOC programs depends on a strong and supportive legislative framework. We take a proactive approach to shaping and safeguarding policies that promote efficiency, transparency, and compliance. Our efforts focus on advancing legislation that benefits public agencies and contractors while actively monitoring and opposing proposals that could hinder these procurement methods. Through strategic collaboration with industry associations and policymakers, Gordian helps maintain current laws and influence future regulations to foster innovation and best practices.

Key Highlights of Our Legislative Commitment

Exhibit A - Sourcewell Contract 010626-06

- Gordian champions legislation that strengthens Cooperative Purchasing and JOC programs.
- Proactive Investment. We invest in advocacy efforts to promote laws that improve procurement efficiency, transparency, and compliance.
- Risk Mitigation. Gordian actively monitors legislative activity to prevent harmful policies that could negatively impact cooperative purchasing or JOC.
- Collaboration. We work with industry associations, policymakers, and legal experts to ensure regulations support innovation and best practices.
- Future-Focused. Our commitment safeguards current laws and influences future legislation for the benefit of public agencies and contractors.

Benefits for Sourcewell Participating Entities

Gordian's proactive legislative advocacy directly benefits Sourcewell and its Entities by ensuring a stable, compliant, and forward-thinking procurement environment. By championing laws that strengthen Cooperative Purchasing and JOC, Gordian helps protect the flexibility and efficiency that Sourcewell entities rely on to deliver projects quickly and cost-effectively. Our efforts to prevent harmful legislation safeguard agencies from disruptions that could limit cooperative contracting options or increase administrative burdens. This commitment ensures Sourcewell participants can confidently leverage JOC programs knowing they are supported by a strong legal foundation designed to promote transparency, innovation, and long-term success.

<p>46</p>	<p>Describe your approach to developing, implementing, and supporting JOC or IDIQ programs for governmental or educational agencies.</p>	<p>Exhibit A - Sourcwell Contract 010626-GGI New Owner Standard Implementation</p> <p>All Gordian JOC solutions follow the same essential steps to develop and implement your organization's JOC program. These steps include:</p> <ul style="list-style-type: none"> • Implementation Kickoff. During the kickoff meeting, Gordian introduces our Program Design & Contracts (PD&C) and Operations team members to Sourcwell Participating Agencies, outlining the implementation process, roles, and responsibilities. We discuss expectations, JOC program parameters, agency requirements, bid document preparation, anticipated work types, CTC preparation, and planned work volume. Gordian also addresses contractor outreach and confirms the schedule, including solicitation package approval, legal review, and contract award timeframe. Regular touch-point meetings are established to provide updates and address critical path items. • Conducting Contractor Outreach and Engagement. Gordian collaborates with each Participating Agency to develop a comprehensive outreach plan, including creating a list of performing contractors, identifying qualified candidates, and contacting local industry associations. We work with Sourcwell's Diversity, Equity, and Inclusion (DEI) department to include small, diverse, and emerging businesses. The plan features targeted efforts and JOC Informational Seminars to generate contractor interest and encourage attendance at the pre-bid meeting. • Designing the Program. Based on kickoff discussions, Gordian presents the Participating Agencies with a customized program design framework, including recommendations on contract types, geographic areas, award methods, evaluation criteria, contract terms, adjustment factors, subcontractor participation goals, and contractor outreach. This ensures each Participating Agency is well equipped to execute and manage its JOC program. • Developing the Front-End Bid Documents. Gordian supports the development of front-end bid documents by incorporating JOC-specific language, procedures, and definitions into each Participating Agency's standard Contract and General Conditions. Boilerplate documents are reviewed and updated based on the contract award type. Gordian's Implementation team prepares the initial version of bid documents by including JOC-system language for the Agency to review and critique until it is determined that the Bid Documents are ready for legal review. • Developing and Customizing the Construction Task Catalog and Technical Specifications. Gordian develops and customizes the CTC and technical specifications, including localized unit prices for labor, equipment, and materials, and the Participating Agency's technical specifications. We provide an overview of the CTC, guidelines for its use, and a review of the Table of Contents. New tasks are researched and developed as needed, and the final CTC is published before advertising the Job Order Contracts. • Competitive Procurement. Once the Bid and Contract Documents are approved and contractor outreach is complete, the Job Order Contracts follow the same competitive procurement process as the Participating Agency's other construction bids. Gordian participates in the pre-bid meeting, helping develop the agenda and providing a presentation. Contractors can submit questions, with Gordian assisting in drafting responses and addenda. Each Agency conducts the public bid opening, evaluates proposals, and executes the contracts. • Developing Execution Procedures. Gordian collaborates with each Participating Agency to develop detailed execution procedures for procuring work, covering project initiation, development, Minority Business Enterprise (MBE)/Women-Owned Business Enterprise (WBE) compliance, permit requirements, project review and approval, project close-out, and payment processes. Gordian drafts, reviews, and revises these procedures to ensure smooth implementation. • Configuring the Information Management System (IMS). Gordian collaborates with each Participating Agency to configure and customize the JOC IMS, designed to track milestone events, subcontractor participation, diversity rates, budgets, and tracking dates. The IMS maintains detailed records of Price Proposals and includes forms and management reports to track JOC usage and performance. Awarded contracts are loaded into the JOC IMS. • Conducting Training. Gordian develops comprehensive training materials and provides specialized sessions for the Participating Agency and JOC contractor staff. Training includes a JOC Overview, detailed sessions on Contract Documents, Execution Procedures, Job Order Development, and the Gordian JOC IMS. Refresher training is provided as needed, and e-learning materials are available for self-paced training. • Ongoing Support and Maintenance. Gordian provides ongoing technical support, including JOC program updates, contract implementation, and software support. Updates involve providing Participating Agency's with updated Contract Documents, monitoring changes, recommending improvements, developing pre-award criteria, and customizing the JOC process. Software support is provided through on-site personnel, remote access, and a toll-free support line. <p>Gordian's JOC program development and implementation for new Owners ensures Participating Agencies receive a well-structured, efficient, and effective JOC program tailored to their organization's specific needs, enhancing your ability to manage and execute construction projects successfully. A partnership between Gordian and Sourcwell's Participating Agencies will yield many successful repair, renovation, and straightforward construction projects.</p>
<p>47</p>	<p>Describe the JOC or IDIQ unit pricing method(s) employed by your organization and how it is developed and maintained.</p>	<p>As mentioned above, our team of experienced cost estimators has prepared more than 3,000 customized CTCs, specifically designed for JOC programs. Our team of over 50 data scientists and construction industry experts continuously researches the construction cost database through a structured, formulaic methodology that ensures accuracy and consistency</p>

Exhibit A - Sourcewell Contracting 10626 CTC

Exhibit A - Sourcewell Contracting 10626 CTC is national, or local material, labor, and equipment cost, targeting the appropriate source for each.

The construction cost data we provide is unmatched and provides the most comprehensive, accurate, and detailed cost data available in the market today, ensuring:

- Local Industry-Standard Cost Data. We use local prevailing wages by utilizing The Prevailing Wage Law, which establishes minimum wage rates for workers on public construction projects along with current actual material costs and equipment rates obtained directly from local subcontractors and suppliers.
- Contractor Confidence. A precise and trusted CTC encourages contractors to offer more competitive pricing to Sourcewell.
- Task Specificity. The CTC, alongside Technical Specifications, clearly defines the scope of work and the required quality standards for materials and workmanship.
- Detailed Task Descriptions. Every task in our CTC includes a thorough description, unit of measure, installation price, and, if necessary, demolition price. A task may also have several modifiers that 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, or sidewalks, increased quantities significantly reduce a contractor's cost, and these savings should be passed on to Sourcewell.
- Price Modifiers. Tasks feature modifiers for material variations or quantity discounts, ensuring accurate pricing and cost savings for larger projects.
- Updates. We review and update the CTCs annually to provide Sourcewell with the most current and precise pricing. Additionally, we offer other data sets that are updated quarterly.
- Best Practice Integration. With over three decades of experience, Gordian's approach to program management and solicitation processes for Sourcewell incorporates industry best practices.
- Time and Cost Efficiency. Sourcewell benefits from time and cost savings and improved work quality with Gordian's customized CTCs. Gordian reviews 60,000+ price proposals, saving Owners an average of 6% in hard/construction costs each year.
- Wide-Ranging Expertise. Gordian develops CTCs for general construction, MEP trades, and specialty areas like hazardous materials, roadways, paving, wastewater treatment, and healthcare facilities.
- Data Consistency. Over 22,000 labor hours of cost research efforts are conducted every year, deriving construction tasks from a combination of materials, labor, and equipment costs.
- Customized CSI Format. Our CTCs are customized for Sourcewell, ensuring accuracy and completeness for the JOC program. Job Order Contracting was pioneered in 1981 by Gordian's founder, Harry H. Mellon, to address the demanding requirements, tight timeframes, and stringent competitive bidding processes at U.S. Army facilities in Europe. Since its founding in 1990, Gordian has been continuously evolving the Construction Task Catalog (CTC) for over 35 years.

Gordian consistently updates the CTC to ensure its relevance and accuracy, integrating it with the Gordian Cloud Platform to streamline procurement and project management. This integration allows Gordian to tailor the CTC for various types of construction, including general construction, MEP trades, and specialty areas, ensuring it meets the unique requirements of each project.

To maintain the CTC's accuracy and competitiveness, Gordian provides annual updates that reflect changes in market costs. These updates incorporate the latest local prevailing wages, materials, and equipment costs, ensuring that pricing remains precise and competitive. Gordian develops and designs the CTC by leveraging our extensive experience and industry standards to ensure accuracy and reliability, including:

- Comprehensive Cost Data. Gordian's Construction Task Catalog (CTC) is a comprehensive Unit Price Book (UPB) that includes over 275,000 locally priced construction tasks.
- Local Pricing. The pricing in the CTC is based on local prevailing wages and material and equipment costs, which are obtained directly from local subcontractors and suppliers, utilizing RSMeans data. This approach avoids the financial consequences of using national average pricing, which may not reflect local market conditions.
- Detailed Task Descriptions and Modifiers. Each task in the CTC includes a description, unit of measure, installation price, and, if necessary, demolition price. Tasks may also have several modifiers that adjust the price for variations in materials or for quantity discounts.
- Integration with Gordian Cloud Platform. RSMeans data is integrated into the Gordian Cloud Platform, streamlining the procurement process and simplifying project management. Gordian's CTC offers many benefits to Sourcewell when compared to competitors' offerings:
 - Localized and Project-Specific Pricing. The pricing in the Gordian CTC is specific to Sourcewell's operating environment and the types of projects they execute. All task prices in the CTC are already localized.
 - Contract Ready. Gordian's CTC pricing is contract-ready, meaning it doesn't require additional adjustments. This ensures additional costs are not added by the contractor to cover such things as general conditions.
 - Definitive. The CTC is very specific and defines the exact items to be used, which makes the resulting pricing accurate and reliable. Some competitors' solutions rely on average items, making the pricing less precise and subject to changes as the average items are replaced by the actual items. Sourcewell's CTC will be definitive, eliminating the need for contractors adjusting pricing outside of the agreed-to values.
 - Comprehensive. The Gordian CTC includes all tasks required to complete renovation, repair, and replacement projects. This ensures project prices reflect all costs required, such as demolition. Using a less comprehensive pricing approach can add cost overruns and

		<p>Exhibit A - Sourcewell Contract 10026-6-C for each project.</p> <ul style="list-style-type: none"> Quantity Discounts. The CTC used by Sourcewell will reflect quantity discounts to ensure best pricing is obtained based on the actual work to be done. Pricing that doesn't account for quantity discounts tends to be inflated, and Sourcewell can end up spending more than is required.
<p>48</p>	<p>Describe the JOC or IDIQ program training available to participating agency staff and contractor personnel.</p>	<p>Detailed information of each training session is provided below.</p> <p>JOC Overview The JOC Overview training is a general-purpose introduction designed to familiarize Participating Entity staff with the JOC concept. Topics include an overall JOC orientation as well as a discussion of how JOC is implemented. In addition, JOC is presented from a contractor's perspective so they better understand the contractor's risk and potential reward.</p> <p>JOC Contract Documents The JOC Contract Documents session is a detailed discussion of the contractual terms of the contract. This session is designed for project managers and procurement staff. The contract documents are the rules under which the JOC program is implemented. It is critical that key operational and procurement staff fully understand the Contract Documents.</p> <p>JOC Program Execution The JOC Program Execution session includes a detailed, comprehensive review of the 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 are used to approve JOC work.</p> <p>The 5-step Job Order Development session covers training on a complete series of practical exercises designed to prepare a Job Order based on actual Participating Entity projects. Gordian provides each entity with the necessary support to ensure their staff can properly develop Job Orders. Gordian reviews the procedures and forms that need to be completed for each step in the process. A summary of the 5 steps is:</p> <ul style="list-style-type: none"> Joint Scope Meeting Detailed Scope of Work Price Proposal Price Proposal Review Issue Job Order <p>JOC Gordian Cloud Platform Training The JOC Gordian Cloud Platform training program is designed to equip participants with comprehensive knowledge and practical skills across various critical areas, including navigating and optimizing the use of the Cloud Platform, mastering JOC Administration tasks, understanding the nuances of General JOC Management, and enhancing abilities in developing effective proposals and generating detailed reports to drive project success.</p> <p>JOC Refresher Training Gordian provides JOC refresher training as needed or requested by each Participating Entity. Our refresher training consists of a discussion of all aspects of the JOC program and is offered to those who have had an opportunity to get some actual experience with the JOC process. These sessions are focused 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.</p> <p>Gordian continues to conduct as many training sessions as required to ensure that your staff and the JOC contractors are fully prepared to execute the JOC program.</p> <p>Self-Paced Training Portal In addition to specific training sessions that are handled by your Gordian Account Manager, Gordian offers eLearning collateral for self-paced training opportunities. Upon award, your team is provided with a link to sign up for this portal. Once enrolled, you are able to access the eLearning URL, either directly or through the Help Center, whenever it is convenient for you. The Help Center offers real-time supplemental training, new release notes, and much more.</p> <p>From a drop-down menu, you can select a role such as Contractor or Owner to access relevant content for your specific role in the JOC program. From there you just need to click the Start button under the course title to view the content.</p> <p>Ongoing Training Support Gordian provides ongoing training support during the term of the contract, including:</p> <ul style="list-style-type: none"> JOC Program Updates Contract Implementation and Support Software Support and Maintenance

49	Explain your method of addressing change orders within the JOC or IDIQ program.	<p>Exhibit A - Sourcewell Contract 010626-GOI</p> <p>JOCs are fixed-price contracts for contractor work, whether it's part of the original job or added later as a supplemental order. If unexpected changes or new requirements arise, these are priced using the Construction Task Catalog, calculated by multiplying the unit price, the contractor's adjustment factor, and the quantity. This streamlined process means projects don't have to stop for renegotiation—supplemental orders are handled just like the original ones.</p> <p>When changes occur, the contractor submits a new price proposal for review. The facility owner then issues a new job order for the extra work or credits for any reductions. Importantly, every change order is priced consistently with the original proposal. This approach fosters collaboration and clear communication between owners and contractors and avoids the disruptions and disputes common in traditional construction bidding.</p> <p>If there is a change in scope for a job, meaning the volume reduces or increases, there is a Supplemental Order that is put through the system, invoiced the same as the base project. If the Participating Entity cancels a job and a credit is needed, the status of the job will be updated as follows:</p> <ul style="list-style-type: none"> • If the Participating Agency has not paid the billable invoice, the credit will automatically apply to the open invoice resolving the balance • If the billable invoice has been paid, the credit will be sent to the customer for them to apply to an open invoice or receive a refund • If the credit supplemental has not been used, AR will apply the newly created Invoice to the credit • If the credit supplemental has been used, AR will send the invoice to the customer to collect payment
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response	
59	Describe your payment terms and accepted payment methods.	Gordian's payment terms are net due thirty (30) days from receipt. Gordian accepts ACH and remittance via check.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	Leasing and financing options are not applicable to the scope of this RFP.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	The SaaS Agreement and the JOC System License have been uploaded via the portal as requested. For the avoidance of doubt, all purchases by members shall be subject to the SaaS Terms of Use and JOC System License provided herewith unless otherwise agreed to in a participating entity addendum or other written agreement between Gordian and a member.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	No, Gordian does not accept P-card for the scope of software and related services in this RFP.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>A significant benefit of Gordian's approach to providing our JOC solutions is that we do not charge an upfront fee to our clients to implement a JOC program. Our contracts are pure performance-based contracts; we do not succeed unless Sourcwell Participating Entities succeed. Accordingly, there is no risk to Sourcwell Entities for the development and implementation of a Gordian JOC program since the Entity is under no obligation to use the program once it is operational. However, we are 100% confident that the Entity will continue to see the substantial time and cost savings afforded by a Gordian JOC program.</p> <p>JOC Solution</p> <p>The pricing set forth below includes all products and services described as the JOC Solution within the proposal. This includes all products, services, and training necessary to implement a successful, client-managed JOC program and does not include the Job Order Development services or Project Management services referenced in the proposal. Gordian's standard fee for the JOC Solution products and services consists of a license fee (Member License Fee) that is assessed when customers utilize our proprietary materials and information management application to procure construction. These fees, as detailed below, are structured on a not-to-exceed basis, ensuring cost predictability and transparency for our clients.</p> <ul style="list-style-type: none"> Participating Entity License Fee. Participating Entity shall pay Gordian a License Fee equal to five percent (5%) of the first eight million dollars (\$8,000,000) in construction volume procured through their JOC program, and a License Fee equal to one and ninety-five hundredths percent (1.95%) of the value of the work ordered thereafter. The License Fee is invoiced and payable upon the issuance of a Job Order, Purchase Order, or similar purchasing document from the Participating Entity to a JOC contractor. Payments are due thirty (30) days from the date of invoice. <p>Job Order Development Services</p> <p>Gordian will perform the optional Job Order Development services described in the proposal as part of a turnkey JOC program for all JOC projects procured by the Participating Entity, or these services may be provided on a project-by-project basis upon request by the Participating Entity. For each Job Order assigned to Gordian for Job Order Development services, a Job Order Development Fee shall be assessed in addition to the Participating Entity License Fee set forth above:</p> <ul style="list-style-type: none"> Job Order Development Fee. Three and five hundredths percent (3.05%) of the value of work ordered. <p>The Job Order Development Fee is invoiced and payable upon the issuance of a Job Order, Purchase Order, or similar purchasing document from the Participating Entity to a JOC contractor. Payments are due thirty (30) days from the date of invoice. The Job Order development fee will only be applied when the services are requested by the Participating Entity on a project-by-project basis. In the event Job Order Development services are provided during the procurement of the initial \$8,000,000 in construction procured by the Participating Entity, the Participating Entity License fee shall be assessed at 1.95% of the value of construction, and the aggregate fee assessed to the Participating Entity, exclusive of any project management services, shall not exceed 5%.</p> <p>Project Management Services</p> <p>Gordian's fees to provide project management services as described in the proposal consists of a Project Management Fee that will be assessed in addition to the Participating Entity License Fee and Job Order Development Fee described above. The Project Management</p>	*

Exhibit A - Sourcewell Contract #010626-GGI

• Project Management Fee. Five and ninety-five hundredths percent (5.95%) of the value of the work ordered through the JOC program.
 The Project Management Fee is payable when construction of the Job Order has been completed and accepted by the Participating Entity , except at the election of Gordian, any Job Order requiring more than sixty (60) days to complete will be invoiced monthly on a percentage of completion basis. The Project Management Fee will only apply when Job Order Contracting Complete Management services are requested by the Participating Entity.

Contractor License Fee
 In addition to the fees assessed to Participating Entities, 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 a Participating Entity. 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 Participating Entity. 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 Participating Entity.

64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our pricing proposal does not include a formal discount structure; however, Gordian's pricing is consistently as good as or better than rates typically available through existing cooperative contracts, state contracts, or individual agency agreements. This approach ensures competitive and fair pricing without requiring additional concessions.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	While no discount is applied within this proposal, Gordian may offer independent volume-based discounts in the future based on total construction spend or individual project spend. These potential discounts are designed to deliver additional value and efficiency for agencies by reducing overall costs as project volume increases. This approach not only incentivizes agencies to maximize the use of the contract but also supports long-term planning and budget optimization. By aligning pricing benefits with construction activity, Gordian helps participating agencies achieve greater cost savings, streamline procurement, and enhance the overall impact of their capital improvement programs.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	The stronger and more complete the CTC is, the less there will be a need for Non-Prepriced (NPP) tasks. This often-overlooked concept can become critical to the success of Sourcewell's JOC Program due to the enormous variety of public agencies served by Sourcewell. Our JOC Program must stand ready to adequately serve school districts, regional educational service agencies, technical schools, charter schools, colleges and universities, libraries, local and regional government offices, counties, municipalities, townships, and other eligible tax-exempt nonprofits. Gordian recognizes these agencies are under no obligation to use Sourcewell's JOC Program. If our Program cannot be competitive in the marketplace, it may be forced to potentially lose work within the customer base due to bid thresholds and disqualifying levels of NPP usage. As trusted partners to Sourcewell we are cognizant of this dynamic and its impact on all parties. Our Gordian JOC Software includes non-prepriced tasks only when contractors attach requisite quotes or supporting documentation, resulting in the following benefits: <ul style="list-style-type: none"> • Creates an auditable record for evaluation in updated CTCs for future JOC solicitations. • Gordian reviews non-prepriced items and develops prepriced tasks for inclusion in subsequent CTCs, ensuring market price payment and avoiding excessive use of non-prepriced tasks. • Gordian's data resources provide customers with the most updated, accurate cost data in the market today. 	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The JOC License Fee and other fees are based on a percentage of the value of the work ordered. There are no additional fees.	*

68	If freight, delivery, or shipping is an additional cost to a Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Gordian provides software and related services. There are no shipping charges for these services.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Gordian provides software and related services. There are no shipping charges for these services.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	This is not applicable to the scope of services requested in this RFP.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	<p>The volume of construction procured by participating entities through the JOC program is meticulously tracked and reported using Gordian's JOC Software. All financial reporting will be managed through Gordian's NetSuite ERP system, which allows for seamless identification and reporting of Sourcwell purchases throughout the duration of the contract.</p> <p>Given that Gordian supports over \$1 billion annually in cooperatively purchased construction services, our financial systems are specifically configured to provide precise reporting and the accurate payment of administrative fees to cooperative purchasing agencies. This robust infrastructure underscores our commitment to transparency and accountability in financial operations.</p> <p>Gordian pioneered the system that facilitates construction procurement through cooperative programs. We offer unparalleled marketing, sales, operations, and technology resources to ensure the success of partnerships, such as the one with Equalis. Our expertise and innovative solutions uniquely position us to support and enhance the cooperative purchasing experience, ultimately delivering exceptional value to our clients.</p>	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>KPIs can be established for individual projects, project managers, contractors, and/or the time it takes to complete each step in the Job Order Development Process. This measures the success of both the system and the process and provides tools for management to make improvements. Examples include:</p> <ul style="list-style-type: none"> • Procurement—Average days between Job Order Initiated and Job Order Issued • Delivery—Average days between Job Order Issued and Construction End • Initial Proposal Amount vs. Approved Proposal Amount • Number of Supplementals or Change Orders • Contractors Responsiveness/Performance 	*
73	Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The proposed Administrative Fee will be payable to Sourcwell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Gordian proposes a 2% Administration Fee.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	<p>The pricing proposed in this response is highly competitive and designed to deliver maximum value to Sourcwell's Participating Entities. In fact, our pricing structure is as good as, or better than, rates typically available through existing cooperative contracts, state contracts, or individual agency agreements. This approach will ensure Member Agencies benefit from cost efficiency without sacrificing quality or service.</p>

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Exhibit A - Sourcewell Contract 010626-GGI

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Gordian JOC Services—Advanced, Complete, and Construction Administration Gordian offers three levels of JOC solutions, each tailored to meet our customers' specific needs and requirements. This flexibility ensures that our customers can select the solution that perfectly aligns with their project delivery goals.</p> <p>Gordian's JOC Advanced Solution—Tools, Training, & Support Gordian's JOC solutions and consulting services have helped facility and infrastructure owners control and fast-track their repair, maintenance, and construction projects for over three decades. Through the JOC Advanced solution proposed below, Gordian develops, implements, and supports Sourcewell's JOC program.</p> <ul style="list-style-type: none"> • Experienced Account Managers. Gordian provides experienced Account Managers responsible for the implementation and support of Sourcewell's JOC program. The staff reports directly to Sourcewell and is available to assist with any JOC-related issues. • Establish JOC Program Guidelines. Gordian conducts the activities necessary for establishing the structure of Sourcewell's JOC program. Responsibilities include preparing Sourcewell-specific Execution Procedures that are used to perform the JOC program. • JOC Program Documents. Gordian is responsible for preparing the JOC program Contract and General Conditions, Bid Documents, and Technical Specifications, and for providing a customized Construction Task Catalog. • JOC Software Applications. Gordian provides a license for an unlimited number of Sourcewell 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 is capable of generating the JOC documents, including independent cost estimates, contractor Price Proposals, Job Orders, and management reports and forms. Sourcewell's standard reports and forms may be incorporated as requested. • Marketing. Gordian markets the JOC program by informing internal Sourcewell staff about JOC, conducting pre-bid seminars for the JOC construction contractors, and assisting with the procurement of the JOC contracts. • Training. Gordian develops and conducts a comprehensive JOC training program for Sourcewell's and JOC contractor staff, which includes different course modules that provide specialized training. • Ongoing Support and Maintenance. Gordian provides comprehensive JOC follow-on support to Sourcewell for the administration of its JOC program. Gordian monitors the overall program and prepares any required status reports. Support services include unlimited toll-free JOC Software support, access to all JOC Software updates and additional functionality, updating the CTC for each new JOC contract, as well as Technical Specifications, Contract and General Conditions, and Bid Documents. <p>Gordian's JOC Complete Solution—Job Order Development Services Gordian's JOC Complete Solution includes all the services and tools offered in JOC Advanced, plus additional Job Order Development Services that guide Sourcewell through every step of the process, from initial project identification to final purchase order issuance, ensuring efficiency, cost control, transparency, and flexibility throughout the entire project lifecycle.</p> <p>Successful, efficient, and cost-effective JOC projects begin with a coordinated work authorization process known as Job Order Development. This process ensures all parties understand the scope of work and the tasks required to complete it. Developing the Job Order is crucial for controlling costs, as it guarantees Sourcewell pays for the correct tasks, in the proper quantity, and at the correct competitively bid price.</p> <p>Qualified project managers are essential for developing each Job Order to maintain a transparent and auditable project procurement process, ensuring Sourcewell pays only the competitively bid price for each Job Order.</p> <p>Gordian's Account Managers confirm that each of the following tasks is performed to properly develop each Job Order for Sourcewell:</p> <ul style="list-style-type: none"> • Selection of JOC as a Procurement Method. Gordian Account Managers review project details to confirm the identified project is a viable candidate for JOC, following Sourcewell policies and the requirements of each state's Public Contract Code. • Contractor Identification. In the event Sourcewell has multiple JOC contractors, we provide Sourcewell with recommendations on awarding JOC contracts, guiding the selection process with a focus on matching the right contractor to each project. Our criteria include the nature of the work, project location, and other key factors like the contractor's available capacity, current workload, and past performance, ensuring that each selection is well-justified and documented. • Joint Scope Meeting. Once the JOC Contractor is identified, a Gordian Account Manager promptly schedules a Joint Scope Meeting at the project site. This meeting aligns Sourcewell and the JOC contractor on all work details, including verification of measurements taken by the JOC contractor. 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

Exhibit A - Sourcewell Contract 010626-601

Head Sourcewell Contract 010626-601 in more cost-effective collaborative solutions. During the Joint Scope Meeting, Gordian's Account Manager ensures the following goals are set and topics are covered:

- Set expectations and explain the five-step Job Order development process
- Discuss the work to be performed and review project drawings
- Indicate the presence of any hazardous materials
- Identify any required permits
- Identify any long lead time items
- Establish a protocol for workers entering the site
- Identify staging areas and any area off-limits to workers
- Discuss the construction schedule and work hours, including critical milestones and phasing requirements
- Identify any necessary controlled inspections and testing requirements
- Submit any value engineering suggestions
- Discuss and establish the organization of the Price Proposal, utilizing the Construction Specifications Institute (CSI) MasterFormat, by floor, by room, by construction phase, etc.
- Establish the due date for submission of the Detailed Scope of Work and Price Proposal

- Detailed Scope of Work. If there are:
 - No drawings and specifications issued for the project, Gordian prepares detailed Joint Scope Meeting notes and, if needed, assists the contractors in preparing the Detailed Scope of Work following Sourcewell's requested project scope.
 - Drawings and specifications, Gordian reviews the documents with the JOC contractor and raises any issues or concerns. The drawings and specifications serve as the Detailed Scope of Work, along with any documentation or details that result from the Joint Scope Meeting or ensuing scoping process. Gordian coordinates and combines all this information to produce a final Detailed Scope of Work for inclusion in the work order package.
- Prepare the Price Proposal. The JOC contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the CTC. Our JOC IMS automatically calculates 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 also prepares additional Sourcewell-required information (e.g., construction schedule, list of proposed local subcontractors, etc.).
- Price Proposal Review. The Gordian Account Manager reviews the contractor's price proposal, following our strict procedures.

For each pre-priced task, the following confirmations are made:

- The selected task is necessary and required to accomplish the work.
- The selected task is the most appropriate one available in the CTC for the required item of work.
- The correct quantities have been entered based on the project documents and Detailed Scope of Work.
- The correct Adjustment Factor has been entered.

For each non-pre-priced task, the following confirmations are made:

- It is a required task to accomplish the work.
- No pre-priced construction task is available to accomplish the work.
- No pre-priced construction task is available that covers a portion of the work, such as labor or materials.
- The labor hours for self-performed work are priced using the CTC. These hours are not included in the non-pre-priced task unless the labor classification is not listed in the CTC.
- The required backup documentation has been submitted, including:
 - Three verified independent quotes for material and subcontractor prices.
 - Shop drawings, catalog cuts, samples, and technical data, if applicable.
- The contractor has properly calculated the non-pre-priced item cost using the equation contained in their contract.

Comments and revisions are transmitted to the JOC contractor with explanations for the required changes.

If a meeting is required to review the Price Proposal changes, Gordian's Account Manager continues to:

- Document and clearly explain the changes requested to the JOC contractor's Price Proposal.
- Submit a red-lined version of the Price Proposal to the JOC contractor before any review meeting, enabling the contractor to review and research all changes beforehand.
- Be prepared to make any necessary changes to the Price Proposal, the independent estimate, and the Detailed Scope of Work. Complex projects may require changes to each of these three documents to ensure consistency.
- Ensure the JOC contractor provides supporting documentation for the quantities contained in the Price Proposal and the selection of specific tasks and calculations at issue.
- Use a fact-based, methodological approach to justify task revisions and quantity adjustments.

If the Gordian Account Manager is unable to facilitate an agreement on the final

Exhibit A - Sourcewell Contract 010626

ensure a resolution:

- Coordinate a Follow-Up Meeting. The Account Manager arranges a follow-up meeting at the project site to address and resolve any issues related to access, quantities, or other concerns.
- Facilitate Necessary Revisions. The Account Manager facilitates any necessary revisions to the Detailed Scope of Work to accommodate contingencies when a quantity or line item remains in dispute at the time the Job Order is issued. This ensures the JOC contractor is fairly compensated for all required work, while Sourcewell is only charged for work performed. These contingencies should only be allowed when a task or quantity is in dispute at the time the Job Order is issued.
- Issue Job Order. Once Sourcewell is satisfied with the Price Proposal and related documents and decides to move forward with the project, Gordian assists with obtaining the necessary approvals and issuing a purchase order to the contractor in compliance with Sourcewell's JOC policy.

Gordian's JOC Complete Solution offers Job Order Development services as part of a comprehensive support package for your organization's JOC program, ensuring that the tasks above are performed on all Job Orders issued.

Gordian's JOC Construction Administration Solution—Construction Administration Services

With Gordian's JOC Construction Administration, Gordian acts as a trusted partner to customers, ensuring project delivery while keeping the long-term vision in sight. Unlike traditional construction management firms, we engage early—during the Procurement and Pre-Construction phases—to align stakeholders, proactively mitigate risks, and establish a clear, executable path forward before the work begins.

The Construction Administration Services option is available to Sourcewell on a project-by-project basis. The service includes:

- Pre-Project Requirements. Confirm all project prerequisites are completed, verified, and documented before the commencement of construction activities.
- Stakeholder Engagement and Meetings. Facilitate and lead key meetings to align stakeholders as follows:
 - Pre-Construction Meeting. Establish alignment of project scope, schedule, site logistics, and safety protocols.
 - Progress Meetings. Conduct regular onsite meetings to review milestones, address issues, and drive momentum.
 - Punch List Meetings. Coordinate final walkthroughs to identify and resolve outstanding items before project closeout.
 - Meeting Documentation. Capture and distribute accurate meeting minutes to ensure accountability and transparency.
- Site Oversight and Reporting. Perform regular project site visits to assess progress, identify issues, and create detailed reports for stakeholder visibility.
- Submittals and RFI Coordination. Maintain comprehensive logs of submittals and Requests for Information (RFIs), ensuring timely review, response, and approval to avoid delays.
- Customer Process and Contract Compliance. Implement and uphold customer-specific procedures throughout the project lifecycle. Ensure all activities align with contractual obligations and regulatory requirements.
- Documentation Management. Review and manage project documentation to meet customer and regulatory standards, including:
 - Project Requirements
 - Schedule of Values
 - Submittals
 - Project Schedules (Preliminary, Final, Baseline Updates)
 - Two-Week Look Ahead
 - Contractor Pay Applications (Certified Payroll and Prevailing Wage)
- Customer and Contract Support. Provide responsive support to resolve issues promptly and maintain project continuity.
- Supplemental Management. Manage scope changes due to unforeseen conditions with proper documentation, approvals, and communication.
- Punch List Completion Verification. Ensure all punch list items are completed to meet closeout standards and customer expectations.
- Schedule Delay and Risk Mitigation. Proactively identify and manage risks to minimize delays and disruptions.
- Project Documentation. Compile and deliver a comprehensive project binder with all final project documentation for customer records.

Construction Cost Database

Gordian's construction cost data is the most comprehensive and accurate in the market, drawn from a constantly updated database of over 275,000 tasks. Our construction cost database is built using unmatched expertise, relying on exhaustive research and decades of historical data.

We are unparalleled in the resources we commit to ensuring the accuracy and comprehensiveness of our construction cost database. Our dedicated team, cutting-edge technology, and rigorous data validation processes set us apart in the industry. By identifying, reviewing, and verifying any pricing anomalies before publication, we guarantee the highest level of precision and reliability.

Our team of over 50 data scientists and construction industry experts dedicates 22,000 labor hours annually to continuously research and update the database. This

Exhibit A - Sourcewell Contract 010026 as of 10/26/2016

is a Sourcewell Contract 010026 as of 10/26/2016. Accuracy and consistency across all tasks. Each line item contains national, regional, or local material, labor, and equipment costs, targeting the appropriate source for each.

The Construction Task Catalog

To develop Sourcewell's CTC, we use local prevailing wages—or The Prevailing Wage Law that establishes minimum wage rates for workers on public construction projects—and current actual material costs, and equipment rates—which we obtain directly from local subcontractors and suppliers—specific to each coverage area to price our CTCs. With the approval of Sourcewell, Gordian uses this data to determine the number of regionalized catalogs to create.

JOC Information Management System (IMS)

Gordian has developed a best-in-class JOC IMS that manages the development of each Job Order from project initiation to completion. It tracks all critical dates and information needed to manage a successful JOC program, including summary reports for each contractor, client, or region, project milestones, dollar value spent, estimated date of completion, and any other client-specific participation, inclusion, and/or contract compliance.

It's common to have many JOC projects going at one time. That's why it is considered best practice to administer your contracts via a comprehensive program management software built specifically for JOC. A robust and reliable software application serves as your program's command center, centralizing all communications, documents, and information to give you greater control over every project.

76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	There are no additional subcategories.
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Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
77	Consulting with Participating Agencies in the development and design of a JOC or IDIQ program that aligns with the goals and objectives of the Participating Agency;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Gordian partners closely with participating agencies to design and implement JOC and/or Indefinite Delivery/Indefinite Quantity (IDIQ) programs that reflect each agency's unique goals and objectives. Through a collaborative process, we assess priorities such as budget control, compliance, and project timelines, then tailor program components, including pricing structures, workflows, and training that ensure alignment. Our dedicated JOC Professionals provide guidance, best practices, and ongoing support throughout the program lifecycle, delivering a solution that drives efficiency, transparency, and measurable success
78	Identification and selection of the program platform or resource materials necessary to implement the Participating Agencies JOC or IDIQ program, such as technical specifications, general terms and conditions, pricing index or catalogs, reference materials, bidding methodology, procedure manuals, and contract forms;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Gordian assists agencies in selecting and implementing all essential resources for a successful JOC or IDIQ program. This includes providing a robust program platform, comprehensive technical specifications, and standardized general terms and conditions. We deliver localized pricing catalogs (CTC), reference materials, and detailed procedure manuals to ensure transparency and compliance. Additionally, Gordian supplies bidding methodologies and contract forms tailored to agency requirements, supported by expert guidance and training. This end-to-end approach ensures agencies have the tools and knowledge needed for efficient program launch and long-term success.

79	Support for Participating Agency performance of procurement-related processes and tasks (contractor outreach and development, solicitation drafting, pre-bid conference, bid evaluation, contract award, etc.);	<p>Exhibit A of Sourcewell Contract 010626-GGI</p> <input checked="" type="radio"/> No	<p>Gordian supports participating agencies throughout all procurement related tasks to ensure a smooth and compliant process. Our team assists with contractor outreach and development to build a qualified vendor pool, drafts solicitations that meet regulatory standards, and facilitates pre-bid conferences to promote transparency and engagement. We provide guidance during bid evaluations to ensure fairness and compliance, and we support contract award and onboarding to enable immediate program participation. This comprehensive approach reduces administrative burden, accelerates implementation, and ensures agencies achieve their procurement goals efficiently.</p>	*
80	Technology, software, application, or platform solutions related to the offering of the solutions described in 77-79 above, including resources for cost proposal development, project documentation and tracking, and reporting tools; and,	<input checked="" type="radio"/> Yes <input checked="" type="radio"/> No	<p>Gordian's technology solutions provide agencies with powerful tools to manage every aspect of their Job Order Contracting (JOC) programs. Our cloud-based platform streamlines cost proposal development by leveraging localized Construction Task Catalogs and integrated pricing tools for accurate, transparent proposals. It centralizes project documentation, including scopes, approvals, and compliance records, ensuring consistency and easy access. Additionally, Gordian's system offers real-time tracking and reporting through dashboards and customizable reports, enabling agencies to monitor progress, control budgets, and maintain compliance. This integrated approach reduces administrative burden, improves efficiency, and supports data-driven decision-making.</p>	*
81	Services related to the offering of the solutions described in Sections 77-79 above, including training, program adoption and administration, technical and contractor support, issue tracking, management and escalation, report preparation, and customization.	<input checked="" type="radio"/> Yes <input checked="" type="radio"/> No	<p>Gordian's JOC solutions include comprehensive support services to ensure successful program adoption and long-term performance. We provide training for agency staff and contractors, assist with program administration, and deliver technical and contractor support. Our team manages issue tracking and escalation, prepares customized reports, and offers program customization to meet agency-specific needs. This holistic approach ensures agencies have the tools, knowledge, and ongoing support required for efficient program management and measurable success.</p>	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Sourcewell - Gordian Pricing 02Jan2026.pdf - Monday January 05, 2026 11:53:30
 - [Financial Strength and Stability](#) - Fortive Annual 10-K Report 2024 (full).pdf - Friday January 02, 2026 08:29:35
 - [Marketing Plan/Samples](#) - Sourcewell -Marketing Detail.pdf - Friday January 02, 2026 08:30:01
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - SaaS Terms of Use + JOC System License.pdf - Friday January 02, 2026 08:33:54
 - [Requested Exceptions](#) - Sourcewell -Master Agreement 010625 JOC (Gordian comment, no exceptions).docx - Friday January 02, 2026 08:34:22
 - Upload Additional Document (optional)

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT OF COMPLIANCE**

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

Exhibit A - Sourcewell Contract 010626-GGI

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 8 JOC or IDIQ Program Management Consulting Services 010626 Wed December 24 2025 04:00 PM	<input checked="" type="checkbox"/>	2
Addendum 7 JOC or IDIQ Program Management Consulting Services 010626 Tue December 23 2025 01:21 PM	<input checked="" type="checkbox"/>	1
Addendum 6 JOC or IDIQ Program Management Consulting Services 010626 Mon December 22 2025 10:44 AM	<input checked="" type="checkbox"/>	5
Addendum 5 JOC or IDIQ Program Management Consulting Services 010626 Wed December 17 2025 07:26 AM	<input checked="" type="checkbox"/>	1
Addendum 4 JOC or IDIQ Program Management Consulting Services RFP 010626 Mon December 15 2025 10:48 AM	<input checked="" type="checkbox"/>	2
Addendum 3 JOC or IDIQ Program Management Consulting Services 010626 Mon December 8 2025 08:04 AM	<input checked="" type="checkbox"/>	1
Addendum 2 JOC or IDIQ Program Management Consulting Services 010626 Wed December 3 2025 08:33 AM	<input checked="" type="checkbox"/>	1
Addendum_1_JOC_or_IDIQ_Program_Management_Consulting_Services Wed November 26 2025 02:53 PM	<input checked="" type="checkbox"/>	--



RFP #010626
REQUEST FOR PROPOSALS
for
JOC or IDIQ Program Management Consulting Services

Proposal Due Date: January 6, 2026, 4:30 p.m., Central Time

Sourcwell, a State of Minnesota local government unit and service cooperative, is requesting proposals for JOC or IDIQ Program Management Consulting Services to result in a procurement solution for use by its Participating Entities. Sourcwell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcwell Procurement Portal [<https://proportal.sourcwell-mn.gov>]. Only proposals submitted through the Sourcwell Procurement Portal will be considered. Proposals are due no later than January 6, 2026, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	November 18, 2025
Pre-proposal Conference:	December 19, 2025, 10:00 a.m., Central Time
Question Submission Deadline:	December 29, 2025, 4:30 p.m., Central Time
Proposal Due Date:	January 6, 2026, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	January 6, 2026, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and master agreement award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and master agreement expanding the reach of awarded suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING MASTER AGREEMENTS

In the United States, Sourcewell's master agreements are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

The following entities are listed in this solicitation to satisfy the procurement requirements of Oregon, Utah, and Virginia [[Political Subdivision List - Oregon, Utah, and Virginia](#)].

In Canada, Sourcewell's master agreements are available for use by current and future members including:

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;

- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
 - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
 - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
 - Indigenous self-governing bodies;
 - Airport authorities;
 - Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
 - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access master agreements for equipment, products, or services through a purchase order issued directly to the awarded supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell master agreements is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

C. INTERGOVERNMENTAL SUPPORT AGREEMENTS

Pursuant to 10 U.S.C. § 2679, United States Department of Defense authorized installations may access Sourcwell's awarded cooperative purchasing master agreements through an Intergovernmental Support Agreement with Sourcwell. All transactions completed through this Intergovernmental Support program are directly facilitated by Sourcwell and may be subject to additional terms and conditions.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcwell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, school district, or regional cooperative.

1. Sourcwell is seeking proposals for JOC or IDIQ Program Management Consulting Services, including services for the development, design, implementation, management, oversight, and direction of job order contracting (JOC) or indefinite delivery, indefinite quantity construction contracting (IDIQ) programs for Sourcwell Participating Agencies, such as:
 - a. Consulting with Participating Agencies in the development and design of a JOC or IDIQ program that aligns with the goals and objectives of the Participating Agency;
 - b. Identification and selection of the program platform or resource materials necessary to implement the Participating Agencies JOC or IDIQ program, such as technical specifications, general terms and conditions, pricing index or catalogs, reference materials, bidding methodology, procedure manuals, and contract forms;
 - c. Support for Participating Agency performance of procurement-related processes and tasks (contractor outreach and development, solicitation drafting, pre-bid conference, bid evaluation, contract award, etc.);

d. Technology, software, application, or platform solutions related to the offering of the solutions described in Sections 1. a. – c. above, including resources for cost proposal development, project documentation and tracking, and reporting tools; and,

e. Services related to the offering of the solutions described in Sections 1. a. – d. above, including training, program adoption and administration, technical and contractor support, issue tracking, management and escalation, report preparation, and customization.

Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

2. The primary focus of this solicitation is on JOC or IDIQ Program Management Consulting Services for Sourcewell Participating Agencies, and the related delivery of services. This solicitation should NOT be construed to include services for the management of the Sourcewell IDIQ program.
3. This solicitation does not include equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in master agreements currently maintained by Sourcewell, identified below:
 - a. Software Solutions and Related Services for Public Sector and Education Administration (RFP #060624);
 - b. Facility Assessment and Planning with Related Services (RFP #102424); and
 - c. IT Managed Service and Staff Augmentation Solutions (RFP #071321).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting master agreement. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting master agreement.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE MASTER AGREEMENT TERM

The term of any resulting master agreement(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED MASTER AGREEMENT VALUE AND USAGE

Based on past volume of similar master agreements, the estimated annual value of all transactions from master agreements resulting from this RFP are anticipated to be USD 250 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the master agreement(s) awarded from this RFP; however, sales and sales volume from any resulting master agreement are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or

dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any master agreement award.

G. ADDITIONAL CONSIDERATIONS

1. Master agreements will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell master agreement may be considered in the evaluation of a proposal.

4. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or service. Each line must indicate the proposer's published "List Price," as well as the "Master Agreement Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any master agreement resulting from this RFP.

2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the agreed upon price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a master agreement are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting master agreements. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

5. MASTER AGREEMENT

Proposers awarded a master agreement will be required to execute a master agreement with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Master Agreement reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcewell's standard master agreement terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the master agreement document provided to the awarded supplier for signature.

If a proposer receives a master agreement award resulting from this solicitation it will have up to 30 days to sign and return the master agreement. After that time, at Sourcewell's sole discretion, the master agreement award may be revoked.

6. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive procurement process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

1. make any required adjustments to its proposal;
2. acknowledge the addenda; and
3. ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential master agreement award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a master agreement award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

1. In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
2. Complete. A proposal will be rejected if it is conditional or incomplete.
3. Submitted in English.
4. Valid and irrevocable for 150 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

7. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more master agreements to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of master agreements to be awarded in any category may include the following:

1. Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
2. The number and geographic location of highest-scoring proposers that offer:
 - a. A comprehensive selection of the requested equipment, products, or services;
 - b. A sales and service network ensuring availability and coverage for Participating Entities' use; and

- c. Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcwell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcwell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcwell Evaluator Scoring Guide (a copy is available in the Sourcwell Procurement Portal):

Conformance to RFP Requirements	Pass/Fail
Financial Viability and Marketplace Success	50
Ability to Sell and Deliver Solutions	150
Marketing Plan	100
Value Added Attributes	100
Depth and Breadth of Offered Solutions	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcwell’s Executive Director, and delivered to the Sourcwell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcwell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcwell’s notice of master agreement award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal’s content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;

- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any master agreement, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for master agreements or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a master agreement if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a master agreement to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Chapter 13, after negotiations are complete, including pricing and financial data. Sourcewell considers negotiations complete upon execution of a resulting master agreement.

Proposers are explicitly cautioned not to submit any data that they consider to be confidential, proprietary, or trade secret, as such data will not be treated as confidential and will be subject to public disclosure in accordance with Minnesota law.



11/26/2025

Addendum No. 1

Solicitation Number: RFP 010626

Solicitation Name: JOC or IDIQ Program Management Consulting Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can Sourcewell clarify expected annual usage volume for JOC/IDIQ consulting?

Answer 1:

Reference RFP 010626, Section II, Item E

Question 2:

Are multiple technology platforms acceptable in a single integrated offering?

Answer 2:

FAQ Page 3, Section II. Requested Equipment, Products, and Services

Question 3:

Is Sourcewell seeking standardized or agency-specific JOC pricing catalogs?

Answer 3:

FAQ Page 4, Section II. Requested Equipment, Products, and Services

Question 4:

Will participating agencies require federal compliance modules (e.g., Davis Bacon, Buy America)?

Answer 4:

FAQ Pages 6 & 7, Section V. Participating Entities

Question 5:

Should contractor onboarding tools be included under the Master Agreement pricing or optional?

Answer 5:

FAQ Page 5, Section IV. Pricing

Question 6:

Are U.S.–Canada bilingual deliverables required?

Answer 6:

FAQ Page 7, Section VI. Canada

Question 7:

Does Sourcewell prefer hosted, hybrid, or fully FedRAMP environments?

Answer 7:

FAQ Page 3, Section II. Requested Equipment, Products, and Services

Question 8:

Can training be delivered virtually, or is in-person preferred?

Answer 8:

FAQ Page 3, Section II. Requested Equipment, Products, and Services

Question 9:

Should AZH propose optional modules such as EAM, fleet, work orders, or

disaster management?

Answer 9:

FAQ Page 3, Section II. Requested Equipment, Products, and Services

Question 10:

What KPIs does Sourcewell expect for program performance reporting?

Answer 10:

FAQ Page 4, Section III. Dealers, Resellers, or Subcontractors

End of Addendum

Acknowledgement of this Addendum to RFP 010626, posted to the Sourcewell Procurement Portal on 11/26/2025, is required at the time of proposal submittal.



12/3/2025

Addendum No. 2

Solicitation Number: RFP 010626

Solicitation Name: JOC or IDIQ Program Management Consulting Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there any historical data available detailing the volume of government and county case management requirements that may have been issued via IDIQ on Sourcewell.

Answer 1:

Reference RFP 010626, Section II, Item E.

End of Addendum

Acknowledgement of this Addendum to RFP 010626, posted to the Sourcewell Procurement Portal on 12/3/2025, is required at the time of proposal submittal.



12/8/2025

Addendum No. 3

Solicitation Number: RFP 010626

Solicitation Name: JOC or IDIQ Program Management Consulting Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

If an offeror is awarded a contract under this solicitation for JOC or IDIQ Program Management Consulting Services—and Sourcewell later issues a separate solicitation for JOC or IDIQ construction services—would the Program Management contractor be restricted from competing on those future solicitations due to its involvement in providing program support, development, or advisory functions? We respectfully request clarification on whether participation as a Program Management contractor would limit eligibility to pursue any subsequent JOC or IDIQ construction solicitations released by Sourcewell.

Answer 1:

Proposers can respond and be awarded for multiple RFPs that Sourcewell advertises.

End of Addendum

Acknowledgement of this Addendum to RFP 010626, posted to the Sourcewell Procurement Portal on 12/8/2025, is required at the time of proposal submittal.



12/15/2025

Addendum No. 4

Solicitation Number: RFP 010626

Solicitation Name: JOC or IDIQ Program Management Consulting Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

For questions that are clearly oriented toward physical products/equipment distribution (e.g., Table 3 questions about freight to Alaska or dealer networks), is a response of N/A – Service provider; proposed solutions are consulting services and software access, not physical equipment requiring freight considered sufficient and compliant?

Answer 1:

Do not leave answers blank; respond N/A if the question does not apply to you (preferably with an explanation).

Question 2:

For an IT service provider, should the sales force be interpreted as our business development and account management team, and the service force as our delivery consultants, project managers, and technical support staff? Should the network of Authorized Sellers be described as our internal regional offices and any authorized implementation partners, rather than a product dealer network?

Answer 2:

The Sourcewell RFP is an open and competitive solicitation process. Each proposer, in its discretion, will determine the information necessary to best demonstrate its sales and service force to Sourcewell.

Question 3:

For software and consulting services, how should these questions be addressed? Are you seeking information on the sustainability of our corporate operations (e.g., cloud hosting powered by renewable energy), the capability of our software to help clients track sustainability metrics in their construction projects, or both?

Answer 3:

See Answer 2.

Question 4:

Is the incumbent eligible to submit a proposal under this Solicitation?

Answer 1:

Yes.

End of Addendum

Acknowledgement of this Addendum to RFP 010626, posted to the Sourcewell Procurement Portal on 12/15/2025, is required at the time of proposal submittal.



12/17/2025

Addendum No. 5

Solicitation Number: RFP 010626

Solicitation Name: JOC or IDIQ Program Management Consulting Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In Table 2A, questions 14 and 15 ask about market share but how does Sourcewell define market share? Total construction market share or JOC or IDIQ Program Management?

Answer 1:

These two questions ask about market share for the solutions that you are proposing.

End of Addendum

Acknowledgement of this Addendum to RFP 010626, posted to the Sourcewell Procurement Portal on 12/17/2025, is required at the time of proposal submittal.



12/22/2025

Addendum No. 6

Solicitation Number: RFP 010626

Solicitation Name: JOC or IDIQ Program Management Consulting Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Sourcewell has received many questions regarding the technology component of this RFP.

Answer 1:

Technology is a complementary item on this RFP and a respondent **must** be offering something in RFP II. B. Requested Equipment, Products, or Services, a-c. to provide technology. Further, Sourcewell does not have SLAs or specific requirements for that technology. It is up to each participating agency. Refer to the RFP, the Master Agreement, and the FAQ in the portal.

Question 2:

What governance structure does Sourcewell expect for program oversight (steering committee, monthly status meetings, escalation path, acceptance/approval gates)?

Answer 2:

Cadence of your awarded contract meetings will be discussed after award with your Supplier Development Administrator at Sourcewell. Participating Agencies decide that themselves for each individual contract.

Question 3:

What are the required reporting cadence and content for program performance (KPIs, utilization metrics, financial reporting to Sourcewell), and are there standard report templates?

Answer 3:

See Answer 2.

Question 4:

Will Sourcewell require named key personnel and resumes in the proposal? What are the substitution policies and approval process for proposed key team members during the agreement term?

Answer 4:

See the Questionnaire for what Sourcewell is asking for in this RFP response.

Question 5:

Are subcontractors or reseller networks permitted and if so what approval process and transparency is required (disclosure of subcontractors, roles, geographic coverage)?

Answer 5:

They are permitted, details about this are asked in the Questionnaire Tables.

Question 6:

How will change orders or scope changes be handled under master agreements between Sourcewell, the supplier, and Participating Entities? Is there a standard change control process?

Answer 6:

See Master Agreement, Article 2, 2. Product and Price Change Requirements.

Question 7:

Are there required insurance, bonding or financial reporting requirements (e.g., evidence of financial viability) to be submitted with the proposal or prior to award?

Answer 7:

See the RFP, the Master Agreement, and the Questionnaire Tables.

Question 8:

Does Sourcwell expect supplier-provided branded templates for procurement documents, catalogs, and marketing collateral that will be co-branded for Participating Entities? Are there branding guidelines to follow?

Answer 8:

Marketing Questions are in the Questionnaire Tables.

Question 9:

Will the supplier be required to develop sample catalogs, price index materials or line-item descriptions for approval as part of proposal evaluation or post-award onboarding?

Answer 9:

Pricing is asked for in the Questionnaire Tables and in the documents.

Question 10:

The RFP indicates administrative fees to Sourcwell (normally 1–2%); please confirm the expected percentage for this category and the billing/reconciliation process for that fee.

Answer 10:

An admin fee is proposed in the Questionnaire Tables.

Question 11:

Are Participating Entities required to use the Sourcwell master agreement as-is with only limited exceptions, or is there room for negotiation of specific commercial terms with individual Participating Entities post-award?

Answer 11:

See RFP I. B. Use of Resulting Master Agreements. Participating Entities typically access

master agreements for equipment, products, or services through a purchase order issued directly to the awarded supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcwell master agreements is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

Question 12:

The RFP indicates the master agreement term is four years with optional extensions; what are the renewal decision criteria and any required notice periods for exercising extensions?

Answer 12:

Refer to the Master Agreement in the portal.

Question 13:

How will the award be structured geographically — single national award, multiple regional awards, or multiple suppliers per category/subcategory? Are there likely subcategories that Sourcwell may create post-submission?

Answer 13:

It is the intent of Sourcwell to award one or more master agreements to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcwell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcwell determines is necessary to meet the needs of its Participating Entities.

Question 14:

If the proposal contains multiple subsidiaries or reseller relationships, is a single proposal preferred or will separate affiliated proposals be accepted (the RFP restricts coordinated submissions — please confirm the recommended approach)?

Answer 14:

A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.

Question 15:

Please define "state," and how would you like us to show sales volume?

Answer 15:

A state is a state in the United States, a state-wide agreement. List volume in dollars.

Question 16:

Please define "GSA," and how would you like us to show sales volume?

Answer 16:

General Services Administration. List volume in dollars.

Question 17:

Due to the limited timeframe available for proposal development due to the holidays, would Sourcewell consider extending the submission deadline to allow for a more thorough and complete response?

Answer 17:

With the availability of the Sourcewell Procurement Portal allowing for 24/7 remote access, extensions are not typically approved or deemed necessary.

Question 18:

Is there a character count limit per answer box on the portal?

Answer 18:

This was answered in the Pre-Proposal. Each text box can hold 32,000 characters.

End of Addendum

Acknowledgement of this Addendum to RFP 010626, posted to the Sourcewell Procurement Portal on 12/22/2025, is required at the time of proposal submittal.



12/23/2025

Addendum No. 7

Solicitation Number: RFP 010626

Solicitation Name: JOC or IDIQ Program Management Consulting Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

If a vendor currently holds a contract under IT Managed Service and Staff Augmentation Solutions (RFP #071321), would this present any potential conflict of interest (COI)?

Answer 1:

Proposers may hold an existing Sourcewell contract or participate in other Sourcewell RFPs concurrently with this RFP.

Question 2:

[sic]will this solicitation create conflict for future opportunities providing services for which vendor will be engaged in designing/ evaluating the RFPS.

Answer 2:

Awarded suppliers and Sourcewell participating entities will evaluate an opportunity with an awarded supplier for any issues that arise.

End of Addendum

Acknowledgement of this Addendum to RFP 010626, posted to the Sourcewell Procurement Portal on 12/23/2025, is required at the time of proposal submittal.



12/24/2025

Addendum No. 8

Solicitation Number: RFP 010626

Solicitation Name: JOC or IDIQ Program Management Consulting Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Regarding the estimated master agreement value, the RFP notes an anticipated annual transaction volume of approximately \$250 million based on historical usage. Can Sourcewell provide insight into how many master agreements were awarded under comparable past solicitations?

Answer 1:

Master Agreements are with Sourcewell. Participating Agencies can add additional terms and conditions when using a Sourcewell contract. Approximately 53 participating agencies were served under the last master agreement.

Question 2:

Is there a maximum contract value associated with any individual master agreement awarded under this solicitation?

Answer 2:

The RFP refers to an estimated master agreement value; we do not get more granular than that estimate.

Question 3:

The RFP indicates that administrative fees are typically assessed at 1%–2% of

total quarterly sales, with a flat-fee option applied in certain categories. Can Sourcewell clarify the anticipated administrative fee structure for this solicitation?

Answer 3:

See Addendum 6, Question 10.

Question 4:

Are Participating Entities generally expecting on-site support, or is remote program administration acceptable for the majority of services under this master agreement?

Answer 4:

This is up to the participating entity.

Question 5:

Regarding the public data statute, can Sourcewell direct us to a list of previously/recently awarded contracts for construction contracting?

Answer 5:

This can be found on the Sourcewell website, www.sourcewell-mn.gov, click “explore contracts” on the top, then “browse contracts” to see all of our awarded contracts.

End of Addendum

Acknowledgement of this Addendum to RFP 010626, posted to the Sourcewell Procurement Portal on 12/24/2025, is required at the time of proposal submittal.