



Building knowledge

# Request For Proposal - Job Order Contracting (JOC) and Indefinite Quantity Contracting (IQC) Administrative Services

RFP # R10-1106 | November 2020



**GORDIAN®**

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The information and data, furnished in connection with this Proposal to provide Job Order Contracting products and services, shall not be disclosed outside of the Education Service Center, Region 10 ("Region 10 ESC") and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal, except as required by law; provided, that, if a contract is awarded to this offeror as a result of or in connection with the submission of this information or data, the Region 10 ESC shall have the right to duplicate, use or disclose the information or data to the extent provided for in the contract. The information and data subject to these restrictions as noted above are appropriately marked "Confidential and Proprietary". Copyright ©2020 by The Gordian Group, Inc. All rights reserved. Job Order Contracting Core, Job Order Contracting Advanced, Job Order Contracting Complete, Job Order Contracting Complete Management, eGordian, ezIQC and Construction Task Catalog are either registered trademarks or trademarks of The Gordian Group, Inc. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.



November 5, 2020

Ms. Sue Hayes  
Chief Financial Officer  
Education Service Center, Region 10  
400 E. Spring Valley Road  
Richardson, TX 75081

Re: Request for Proposals RFP R10-1106 Job Order Contracting (JOC) and  
Indefinite Quantity Contracting (IQC)

The Gordian Group, Inc. ("Gordian") is pleased to submit our Proposal in response to the Request RFP R10-1106 Job Order Contracting (JOC) and Indefinite Quantity Contracting (IQC) Administrative Services to the Education Service Center, Region 10 ("Region 10 ESC"). We are in receipt of RFP #R-1106 dated October 2, 2020.

Gordian's primary business focus is Job Order Contracting (JOC) products and services, and we are dedicated to improving and advancing successful Job Order Contracting programs. For more than three decades, Gordian has developed and continuously improved proprietary JOC solutions that provide facility owners with the tools necessary to ensure that JOC delivers the maximum benefits of cost and time savings.

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

- We are the leading firm that can provide single point responsibility for all of the products and services necessary for your cooperative JOC program. We prepare, customize and support, with in-house staff, the Contract Documents, Construction Task Catalog®, Technical Specifications and the JOC Information Management System that we provide to our clients. We do not rely on third parties or independent vendors, and we do not subcontract or white-label third-party products. We will be 100% responsible for the success of your JOC program using in-house resources for software, data and services.
- Gordian has successfully implemented and supported our JOC solutions for over 250 public owners throughout the United States, including cooperative JOC programs for the Capital Region Council of Governments, Cooperative Educational Services, Arizona Department of Administration, and the Indiana Department of Administration. Our client list also includes a nationwide program for the United States Postal Service; and, in addition, Gordian serves hundreds more public owners through our network of cooperative JOC contracts.
- Building a JOC program takes more than preparing customized documents and providing software. The devil is in the details. Our experience provides us with the knowledge to develop a comprehensive, fully functioning JOC program that will deliver the most value possible. In 2019 more than \$2.3 billion dollars of construction work was procured using Job Order Contracting programs implemented and supported by Gordian.
- Our approach to developing your JOC program will be a source of substantial benefits for the Region's local, minority and women owned business programs. We have a proven track record

of substantially increasing the use of local, minority and women owned firms through the incorporation of diversity goals into the Region 10 ESC's JOC contracts, and monitoring utilization through our JOC software.

- Gordian is uniquely equipped to market and drive adoption of our JOC solutions to Region 10 and Equalis Group members, both within Texas and across the country. No other firm has the level of experience and success with cooperative JOC programs working directly with cooperative purchasing agencies.

We possess the best personnel, software, and construction cost data in the industry. No other firm has our knowledge, experience and available resources for establishing and managing JOC programs. We appreciate the opportunity to present our Proposal for Job Order Contracting and Indefinite Quantity Contracting Administrative Services. If you have any questions concerning the information provided in this response, please contact me at (800) 874-2291 or [A.Lesher@Gordian.com](mailto:A.Lesher@Gordian.com).

Sincerely,



Ammon T. Lesher  
Vice President, General Counsel

# **PROPOSAL**

## **Section 1**



## Appendix A: QUESTIONNAIRE

### COMPANY PROFILE

1. What is your company's official registered name? The Gordian Group, Inc.
2. What is your company's Dun & Bradstreet (D&B) number? 868729716
3. What is/are your corporate office location(s)? See attached for all locations.
4. Please provide a brief history of your company, including the year it was established.  
See attached.
5. Who is your competition in the marketplace?  
See attached.
6. What are your overall annual sales for last three (3) years?  
See attached.
7. What are your overall public sector sales, excluding Federal Government, for last three (3) years?  
See attached.
8. What differentiates your company from competitors in the public sector?  
See attached.
9. Please provide your company's environmental policy and/or sustainability initiative.
10. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?  
☐ Yes  
☒ No
  - a. If the answer is yes, do you plan to offer your program or partnership through Equalis Group?  
☐ Yes  
☐ No  
  
*(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)*
  - b. Will the products accessible through your diversity program or partnership be offered to Equalis Group members at the same pricing offered by your company?  
  
*(If answer is no, attach a statement detailing how pricing for participants would be calculated.)*
11. Diversity Vendor Certification Participation - It is the policy of some entities participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.
  - a. Minority Women Business Enterprise  
Respondent certifies that this firm is an MWBE ☐Yes ☒No

List certifying agency: \_\_\_\_\_

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE

☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE

☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB

☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone

☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder

☐ Yes ☒ No

List certifying agency: \_\_\_\_\_

**PRICING/PRODUCTS/SERVICES OFFERED:**

12. Please summarize your products and services being offered, and how they address the scope of this RFP.

See attached.

13. Provide a detailed draft schedule of an example project, using project management software; outlining tasks and anticipated durations required to complete the specified services.

See attached.

14. Describe your preferred or in-house unit price book (UPB) and related capabilities for accessing and estimating pricing. This includes the ability to estimate nationally and to customize the UPB for local factors. Please also describe the breadth and depth of the UPB and how it covers everything required to support multiple industries across construction.

See attached.

15. Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?

Yes

16. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein?

☐ Yes

☒ No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

17. Does pricing submitted include the required administrative fee?

☐ Yes

☒ No

18. Define your standard terms of payment

Gordian's invoices are net due thirty (30) days from receipt.

**PERFORMANCE CAPABILITIES:**

19. States Covered - Respondent must indicate any and all states where products and services are being offered.

☐ 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Alabama              | <input checked="" type="checkbox"/> Kentucky       | <input type="checkbox"/> North Dakota              |
| <input checked="" type="checkbox"/> Alaska               | <input checked="" type="checkbox"/> Louisiana      | <input checked="" type="checkbox"/> Ohio           |
| <input checked="" type="checkbox"/> Arizona              | <input checked="" type="checkbox"/> Maine          | <input checked="" type="checkbox"/> Oklahoma       |
| <input checked="" type="checkbox"/> Arkansas             | <input checked="" type="checkbox"/> Maryland       | <input checked="" type="checkbox"/> Oregon         |
| <input checked="" type="checkbox"/> California           | <input checked="" type="checkbox"/> Massachusetts  | <input checked="" type="checkbox"/> Pennsylvania   |
| <input checked="" type="checkbox"/> Colorado             | <input checked="" type="checkbox"/> Michigan       | <input checked="" type="checkbox"/> Rhode Island   |
| <input checked="" type="checkbox"/> Connecticut          | <input checked="" type="checkbox"/> Minnesota      | <input checked="" type="checkbox"/> South Carolina |
| <input checked="" type="checkbox"/> Delaware             | <input checked="" type="checkbox"/> Mississippi    | <input type="checkbox"/> South Dakota              |
| <input checked="" type="checkbox"/> District of Columbia | <input checked="" type="checkbox"/> Missouri       | <input checked="" type="checkbox"/> Tennessee      |
| <input checked="" type="checkbox"/> Florida              | <input checked="" type="checkbox"/> Montana        | <input checked="" type="checkbox"/> Texas          |
| <input checked="" type="checkbox"/> Georgia              | <input checked="" type="checkbox"/> Nebraska       | <input checked="" type="checkbox"/> Utah           |
| <input checked="" type="checkbox"/> Hawaii               | <input type="checkbox"/> Nevada                    | <input checked="" type="checkbox"/> Vermont        |
| <input checked="" type="checkbox"/> Idaho                | <input checked="" type="checkbox"/> New Hampshire  | <input checked="" type="checkbox"/> Virginia       |
| <input checked="" type="checkbox"/> Illinois             | <input checked="" type="checkbox"/> New Jersey     | <input checked="" type="checkbox"/> Washington     |
| <input checked="" type="checkbox"/> Indiana              | <input checked="" type="checkbox"/> New Mexico     | <input checked="" type="checkbox"/> West Virginia  |
| <input checked="" type="checkbox"/> Iowa                 | <input checked="" type="checkbox"/> New York       | <input checked="" type="checkbox"/> Wisconsin      |
| <input checked="" type="checkbox"/> Kansas               | <input checked="" type="checkbox"/> North Carolina | <input checked="" type="checkbox"/> Wyoming        |

☐ All U.S. Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Midway Islands          | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Northern Marina Islands |  |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> Puerto Rico             |  |

20. List the number and location of offices, or service centers for all states being proposed in solicitation. Same as #3 on the Attachment.
21. Distribution Channel: Which best describes your company's position in the distribution channel:
- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Manufacturer direct | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized distributor         | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-added reseller           | <input type="checkbox"/> Other                                   |



22. Describe areas where downtime may occur with estimating platforms and any other technology platforms provided, historical averages of that downtime, and how you resolve downtime issues when they do occur     See attached.
23. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).     See attached.
24. Provide your safety record, safety rating, EMR and worker's compensation rate where available  
See attached.
25. Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.  
See attached.
26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.  
See attached.
27. Does your firm offer any proprietary estimation software, and if so provide average downtime, a description of how the software works, and how your firm ensures quick and efficient resolution of technical issues when customers or contractors require assistance. If not, provide the same details for your preferred JOC estimation software.  
See attached.

#### **QUALIFICATION AND EXPERIENCE:**

28. Please provide contact information and resumes for the person(s) who will be responsible for the following areas. If there are other key staff members that will be required to perform services on this contract, please also provide their information.

##### Executive Contact

Contact Person: Randy Jones

Title: Region Director

Company: The Gordian Group, Inc.

Address: 30 Patewood Drive, Bldg. 2, Suite 350

City: Greenville State: SC Zip: 29615

Phone: 214-998-3210 Fax: 864-233-9100

Email: r.jones@gordan.com

##### Account Manager / Project Manager(s) – Please provide all key project management personnel that will support this contract

Contact Person: (1) Ryan Burwell (2) Juan Valadez (3) Steve Taylor

Title: (1) Senior Account Manager (2) Account Manager (3) Account Manager

Company: The Gordian Group, Inc.

Address: 30 Patewood Drive, Bldg. 2, Suite 350

City: Greenville State: SC Zip: 29615

Phone: 800-874-2291 Fax: 864-233-9100

Email: (1) R.Burwell@gordian.com (2) J.Valadez@gordian.com (3) S. Taylor@gordian.com

Contract Management (if different than the Account Manager)

Contact Person: Louis Patin

Title: VP, National Programs

Company: The Gordian Group, Inc.

Address: 30 Patewood Drive, Bldg. 2, Suite 350

City: Greenville State: SC Zip: 29615

Phone: 800-874-2291 Fax: 864-233-9100

Email: L.Patin@gordian.com

Billing & Reporting/Accounts Payable

Contact Person: Carolyn Davis

Title: JOC Coordinator

Company: The Gordian Group, Inc.

Address: 30 Patewood Drive, Bldg. 2, Suite 350

City: Greenville State: SC Zip: 29615

Phone: 800-874-2291 Fax: 864-233-9100

Email: C.Davis@Gordian.com

Marketing

Contact Person: Kathryn Hilton

Title: VP, Marketing & Retail Sales

Company: The Gordian Group, Inc.

Address: 30 Patewood Drive, Bldg. 2, Suite 350

City: Greenville State: SC Zip: 29615

Phone: 800-874-2291 Fax: 864-233-9100

Email: K.Hilton@Gordian.com

29. Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name See attached for all reference information.  
Contact Name and Title  
City and State

Phone Number  
 Years Served  
 Description of Services  
 Annual Volume

30. List all cooperative and/or government group purchasing organizations of which your company is currently a member below.

Cooperative/GPO Name	Contract Number	Expiration Date
Cooperative Educational Services		4/24/2021
BuyBoard		4/30/2022
Capital Region Council of Governments		12/31/2021
Keystone Purchasing Network		2/28/2021
Educational Services Commission of New Jersey	#17/18-53	3/22/2021
Arizona Department of Administration	ADSP017-00006644	4/2/2022
Utah Division of Purchasing	AR031	12/31/2020
PACE Purchasing Cooperative		12/31/2021
Sourcwell	110911-GGI	3/15/2021
Goodbuy Purchasing ESC-2		12/31/2023
Indiana Department of Administration	14-009-DI	2/24/2024

31. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).  
**See attached.**
32. Outline the number of years 1) your company has been providing services being proposed, and 2) any project managers or key staff possess with the roles they will be filling to provide services.  
**See attached.**
33. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.  
**N/A**
34. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.  
**See attached.**
35. Felony Conviction Notice – Please check applicable box:
- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable
- ☒ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.
- \*If the 3<sup>rd</sup> box is checked a detailed explanation of the names and convictions must be attached.

**VALUE ADD:**

36. Detail how your organization plans to market this contract within the first 90 days of the award date. This may include but is not limited to: **See attached for below.**

- a. A co-branded press release within first 30 days
- b. Announcement of award through any applicable social media sites
- c. Direct mail campaigns
- d. Co-branded collateral pieces
- e. Advertisement of contract in regional or national publications
- f. Participation in trade shows
- g. Dedicated Equalis Group and Region 10 ESC internet web-based homepage with:
  - i. Equalis Group and Region 10 ESC Logo
  - ii. Link to Equalis Group and Region 10 ESC website
  - iii. Summary of contract and services offered
  - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials
- h. Announcement within your firm, including training of the agreement with your national sales force
- i. Marketing the agreement to new and existing government customers

37. Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.  
Acknowledged

38. Provide the agency spend that your organization anticipates each year for the first three (3) years of this agreement.

\$ TBD in year one  
\$ TBD in year two  
\$ TBD in year three

39. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

The Region 10 cooperative program will require an implementation process that includes JOC contract solicitations, evaluations and awards prior to the program becoming operational. Gordian requests that Region 10 identify the stakeholders responsible for participating in the implementation process and commit those resources to weekly progress meetings for the duration of the implementation.

### COMPANY PROFILE

#### 3. What is/are your corporate office location(s)?

The Gordian Group – Headquarters  
30 Patewood Drive, Suite 350  
Greenville, SC 29615

Gordian/R.S. Means – Northeast Office  
1099 Hingham Street, Suite 201  
Rockland, MA 02061

405 Church Street, Suite 2  
Guilford, CT 06437

1224 Pennsylvania Street, Suite A  
Albuquerque, NM 87110

520 SW 6th Ave., Suite 940  
Portland, OR 97204 29615

1616 Camden Road, Suite 450  
Charlotte, NC 28203

165 Township Line Rd  
Two Pitcairn Place, Suite 150  
Jenkintown, PA 19046

#### 4. Please provide a brief history of your company, including the year it was established.

The Gordian Group, Inc. (“Gordian”) has been providing JOC services and products to public and private facility owners since our incorporation in 1990 in the State of Georgia. During these 30+ years, we have successfully implemented and supported JOC programs for over 250 clients around the country.

Since our founding, 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. All of our JOC solutions are designed to minimize the amount of effort required by the owner while maximizing the benefits.

Harry H. Mellon, the founder of Gordian, invented the family of contracting systems known as JOC in 1982 while serving as Chief Engineer, Army Corps of Engineers, for NATO operations in Europe. Public procurement processes typically involved lengthy lead times between the identification of a need for contracted maintenance or construction services and the actual acquisition of those services. These delays often resulted in additional failures and costs because needed repairs were not completed timely or premiums had to be paid to meet high-priority delivery schedules. A genuine need existed to be able to procure contracted services in a timely and cost effective manner, while at the same time, maintaining control through adequate inspection and contract administration procedures. Mr. Mellon fulfilled this need by inventing JOC.



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

After retiring from the Army Corps of Engineers, Mr. Mellon realized that public owners, like the County, would benefit greatly from the advantages of JOC. In 1990, he started Gordian for the sole purpose of providing the products and services necessary to implement and support JOC programs for public facility and infrastructure owners. Since then, we have successfully implemented JOC programs for a wide variety of clients in many different public sectors from the New York City Department of Education to the Los Angeles Department of Public Works. We've also established a nationwide JOC program for the United States Postal Service.

Since our inception, JOC has been and continues to be our primary business. Starting with our first client, Miami-Dade County Public Schools, we have progressively improved and refined our approach.

### 5. Who is your competition in the marketplace?

Gordian's success has brought with it a number of competitors offering their own versions of JOC. These firms are typically construction contractors or small firms using off-the-shelf estimating guides and piecemeal approaches to Job Order Contracting. Many facility owners have found that "Estimating JOCs" do not save them money, and can even cost more than traditional bid construction due to the use of software and data that is not designed for, and cannot support, the stringent requirements necessary for running a successful JOC program.

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

The bottom row of the chart above demonstrates this effectively. Note, too, that significant savings are realized with Gordian JOC despite HIGHER coefficients than those of the "estimating guide" approach. It may seem counterintuitive, but the gap comes from the ambiguous "wiggle room" that estimating guides bring. Our 30+ years in business have shown that Gordian JOC

solutions, unlike any other JOC approaches available today, produces consistent savings and allows clients to “transparently” spread their construction dollars much further.

**6.What are your overall annual sales for last three (3) years?**

Gordian is a wholly-owned subsidiary of Fortive Corporation, a publicly-held corporation. Accordingly, any disclosure of financial information is issued by Fortive in accordance with SEC rules and regulations. More information on Fortive’s financial disclosures can be found at <https://investors.fortive.com/overview/default.aspx>. While Gordian’s annual revenues cannot be provided, we are able to disclose that Gordian’s JOC systems enable the procurement of more than \$2 billion dollars in construction work annually.

**7.What are your overall public sector sales, excluding Federal Government, for last three (3) years?**

See response to item 6 above regarding financial disclosures. More than 90% of Gordian’s JOC customers are public agency clients.

**8.What differentiates your company from competitors in the public sector?**

Gordian is the leading firm in the nation that provides a JOC solution with single point responsibility for all of the products and services necessary for a turnkey JOC program. Our JOC solutions include the proprietary data, technology, process and human resources necessary for a successful JOC program. We provide and support, with in-house staff, a comprehensive program. We do not “private label” the products from other companies, nor do we rely on third parties or independent vendors or subcontractors.

The vast knowledge and experience of our employees help us to fully understand the problems and complexities that our clients face each and every day. We operate under a team concept that allows for the liberal transfer of personnel, ideas and information, providing our clients with a truly integrated project delivery approach. As a result, we have assembled a team of professionals who have extraordinary JOC qualifications and experience. We have earned a leadership position in the industry and brought greater control and many other benefits to our clients.

No other firm in the country can match the resources Gordian has dedicated to our JOC system, including hundreds of expert employees supporting our construction cost data, software, marketing, sales, product management, and accounting functions.

**9.Please provide your company’s environmental policy and/or sustainability initiative.**

As a Fortive operating company Gordian is committed to sustainable business practices that minimize environmental impacts and ensure the health and safety of our associates, customers and our local communities nationwide. Gordian operates in accordance with our Environmental, Health and Safety Policy utilizing the following principles in conducting our business:



- Compliance with applicable environmental, health and safety laws and regulations and applicable corporate and business unit policies, standards and procedures.
- Periodic, formal evaluation of our compliance.
- Integrity and accountability in personal conduct:
- Gordian employees are expected to understand the environmental, health and safety issues associated with their jobs and to act in an environmentally responsible, sustainable and safe manner.
- Continuous improvements in EHS performance, waste minimization, prevention of pollution, promotion of sustainable practices and policies, and prevention of workplace accidents and injuries.
- Integration of sound environmental, health and safety programs and practices into applicable business functions, including procurement, product design, product testing, product support, service, and facilities and real-estate operations.
- Sensitivity to community concerns about environmental, health and safety issues.

As it relates to the delivery of the requested services of this project, Gordian has designed its JOC software and product delivery process to minimize the need to print and exchange documentation in a hard copy format. Gordian's JOC software enables project documents to be created, uploaded and shared within a single platform, accessible by both Agency and JOC contractor staff. This prevents unnecessary printing of project documents, forms, scopes of work, and other documents that need to be shared and completed by both parties. In addition, all bid document creation, revisions, unit price books and other materials provided by Gordian are distributed in electronic format. Hard copies are only provided upon request by our clients. In addition, Gordian's engineering and cost research teams are continuously researching an updating green building products and systems to ensure these are integrated into our unit price books and available to owners looking to implement improvements in sustainability and achieve greater energy efficiency in their facilities.

**10. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?**

We do not have a formal Diversity Program. However, Gordian has a track record of successfully helping our clients meet and exceed the SBE participation goals in their JOC programs. For direct expenses, we generally identify subcontractors and vendors through the approved MWBE and other vendor lists maintained by our public agency clients. For indirect expenses, we utilize subcontractors and vendors located near our administrative offices in Greenville, SC and Rockland, MA. Gordian at times will also utilize diversity related organizations and their websites to assist in our efforts to identify subcontractors, such as: Chamber of Commerce; National Minority Supplier Development Council (NMSDC); Minority Business Development Agency (MBDA), among others.





Gordian currently reports minority and small business spend for indirect support of business functions through its contract with the United States General Services Administration, Contract No. GS-35Y0081. For the annual period ending October 1, 2020, Gordian's expenditures with small, minority and disadvantaged businesses exceeded \$15,000,000. While we do not have a formal diversity program in place, Gordian endeavors to utilize M/W/SBE firms whenever possible.

Our workforce is distributed across the US and purchasing decisions are typically determined by the local staff. The distributed nature of our expenses and purchasing decision making makes it difficult to adequately research providers in each area and thus hinders our ability to find and utilize qualifying entities. This distributed nature of our company requires that for some services we contract with large vendors that can provide service in multiple areas. In addition, our parent company negotiates contracts for certain services for all of their portfolio companies as a whole in order to achieve cost savings for all of their entities. These contracts generally tend to go to large, national vendors that can service a variety of companies in a variety of locations. We are not involved in their procurement processes and we are not required to utilize the services they negotiated but generally the cost savings that they are able to negotiate are significantly above anything we would be able to negotiate on our own. However, if the opportunity presents itself, we will of course investigate the opportunity and utilize the small business at our discretion.

As it relates to our direct contracts, the proprietary, online nature of the Gordian JOC solutions significantly limits the opportunities for subcontracting. Occasionally, Gordian provides additional services for clients, such as construction management services, and we are able to utilize subcontractors to provide these services directly to the client. However, JOC programs implemented and supported by Gordian have a track record of success with meeting and exceeding diversity participation goals at programs across the country.

First, JOC by its very nature requires a large portion of the work to be performed by subcontractors. Because the JOC contractor does not know the actual volume or the timing of the work that it will be awarded, the contractor is not able to staff at a level necessary to perform all of the work with in-house staff. Therefore, the contractor has no alternative but to subcontract a portion of the work. And, they can direct the work to M/WBE firms.

The second area of diversity participation results from the flexibility of directing work to M/WBE firms that in the past may have been shut out of traditionally bid work due to bonding, insurance and other requirements. Because JOC generally requires a portion of the work to be subcontracted, the work can be directed to M/WBE firms.

We are committed to helping Equalis Group and Region 10 Agencies provide opportunities for M/WBE firms, and we are confident of our ability to help obtain diversity participation at a level similar to what other clients have achieved, as shown in the table below. To support this commitment, functionality has been incorporated into our JOC information management application to enable Agencies to monitor and record the DBE diversity participation within your JOC program.



	<b>DIVERSITY GOAL</b>	<b>ACTUAL DIVERSITY PARTICIPATION</b>
<b>City of Chicago</b>	<b>32%</b>	<b>46%</b>
<b>Chicago Transit Authority</b>	<b>20%</b>	<b>22%</b>
<b>Palm Beach County</b>	<b>20%</b>	<b>35%</b>
<b>County of Los Angeles</b>	<b>20%</b>	<b>37%</b>
<b>District of Columbia Housing Authority</b>	<b>25%</b>	<b>49%</b>
<b>Baltimore Housing Authority</b>	<b>24%</b>	<b>58%</b>
<b>Tampa Housing Authority</b>	<b>25%</b>	<b>25%</b>



**PRICING/PRODUCTS/SERVICES OFFERED**

**12. Please summarize your products and services being offered, and how they address the scope of this RFP.**

**ezIQc**

Our ezIQc solution meets the scope of the RFP for designing, implementing and supporting a cooperative IQC program. This solution will enable Equalis Group and Region 10 to develop an IQC program implemented for the benefit of cooperative purchasing customers (“Agencies”). Our ezIQc solution enables competitively-bid ID/IQ construction contracts established by a lead agency to be utilized by any political subdivision seeking to obtain the benefits of Job Order Contracting without implementing a program of their own. Through ezIQc, Region 10 competitively-procured JOC contracts can be made available to other participating agencies for expedited and efficient construction procurement. Gordian can assist Region 10 with the establishment of a statewide cooperative IQC program throughout Texas and, if requested, support a national cooperative program working in coordination with Equalis Group. Gordian’s ezIQc solution supports the procurement of more than \$1 billion dollars in construction work annually, and can bring unmatched efficiency and cost-control to Region 10, Equalis Group, and their members.



Standing for “easy” and “intelligent” construction sourcing, ezIQc includes a service delivery web portal for initiating, dispatching and ultimately tracking participating Agencies completion and satisfaction of JOC service requests. To initiate a project, the Agency simply enters a project request at a specially designed web-portal for Region 10 ESC Agencies. Then, a Gordian project manager will contact the entity and assist it through the process of developing the Job Order. We will schedule the Joint Scope Meeting, assist in preparing the Detailed Scope of Work, review the contractor’s Price Proposal, recommend changes, and collect required insurance certificates and construction bonds. Once the Member approves the Price Proposal and other required documentation, and decides to move forward with the project, the Agency can issue a Job Order to the contractor on its standard purchasing form. Our software and integrated Construction Task Catalog will ensure the JOC contractors are using the correct data, and selecting the appropriate line items to accomplish the Scope of Work, providing unrivaled transparency and cost-controls. Once a Job Order is issued by the Agency, they can manage the construction and close-out of the project according to its standard internal procedures, or can request assistance with project management services as provided herein.

The Job Order development services and project management services are described in greater detail below. We will take the confusion out of Job Order Contracting and will implement a customized and effective cooperative construction procurement solution for the Region 10 ESC and any participating Agencies.



### Job Order Development Services (“Job Order Support”)

Included as part of every project procured through the ezIQC solution, Gordian’s Job Order Development services provide substantial value during the JOC process. Developing the Job Order is a critical step for ensuring a transparent and auditable process for project procurement and execution. Utilizing Gordian’s expert Account Managers and Project Managers to perform the Job Order development tasks associated with the project procurement and execution process is a quick, cost-effective way to ensure that each Job Order is developed and managed properly, and that they are paying for the correct tasks at the correct quantities, and at the correct adjustment factor. The tasks required for developing each Job Order as described below:

- **Contractor Identification** – In the event the cooperative program has multiple JOC contractors, we will assist with identifying the appropriate JOC contractor for the project based on the type of work involved, location of the project, and other factors such as remaining contract capacity, work on hand, and contractor performance.
- **Joint Scope Meeting** – After identification of the JOC Contractor a Gordian account manager will promptly schedule a Joint Scope Meeting at the project site to help the Agency and the JOC contractor agree on the details of the work that the JOC contractor will perform, 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 lead to most change orders and often results in more cost effective collaborative solutions.
- **Prepare Detailed Scope of Work** - Gordian, in coordination with the Agency and the JOC contractor, will assist in preparing the Detailed Scope of Work that describes the work to be performed.
- **Request for Price Proposal** – After all parties are in agreement that the Detailed Scope of Work properly reflects the work to be performed, the Gordian account manager will send the Detailed Scope of Work and a Request for Proposal to the JOC contractor. At this stage, or earlier if requested by the Agency, the Gordian Account Manager will prepare an independent estimate using the JOC software and Construction Task Catalog.
- **Prepare the Price Proposal** – Next, the JOC contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the Construction Task Catalog. The JOC contractor will also prepare additional MARTA required information (e.g., construction schedule, list of proposed local subcontractors, etc.).
- **Price Proposal Review** – Then, the Gordian Account Manager will review the Price Proposal to make sure the JOC contractor has selected the appropriate tasks and quantities and will direct the JOC contractor to make any required changes. We will also obtain and review any Agency required information submitted by the JOC contractor such as a construction



schedule and list of proposed subcontractors. Then the Gordian Account Manager will submit the Price Proposal and related documents to the Agency.

- **Issue Job Order** – Once the Agency approves the Price Proposal and related documents, and decides to move forward with the project, Gordian will assist with obtaining the necessary approvals and the issuance of a purchase order to the contractor.
- **Construction Management** - During construction, the Agency's project managers will follow its standard internal policies and procedures for construction management and site inspections, including coordinating any required code inspections. When unforeseen conditions arise or the Agency desires to change the Detailed Scope of Work, a supplemental Job Order is developed in the same manner as the original Job Order. With JOC, changes to the work are pre-priced.

## Project Management Services

In addition to the Job Order Development services included with every ezIQC project as described above, Gordian proposes to provide our project management on a project-by-project basis. This will allow the Agency to assign projects to Gordian to manage Job Orders from Job Order issuance to Job Order close out. Whether due to peak volumes, staff shortages, or new strategic staff directives, our project management services can provide on-site construction management experts, using our proven methods, to carry out day-to-day JOC operations and relieve an Agency's project workload burden. Our staff becomes the Agency's staff. A detailed list of Gordian's standard construction management services, which we modify as necessary to meet the needs of each client, is as follows:

- **Preconstruction** – First, a Gordian project manager will conduct a pre-construction meeting with an Agency representative(s), the JOC contractor and, if applicable, the architect or engineer. The construction manager will coordinate and share any preconstruction information with the Agency, the JOC contractor and other appropriate parties, and will assist in the coordination of the JOC contractor obtaining the necessary permits.
- **Site Visits** – During construction, the Gordian project manager will monitor the JOC contractor's work in-progress, manage the JOC contractor's compliance with the approved safety plan and complete a report for each site visit.
- **Communicate** – The Gordian project manager will provide weekly construction status reports to the Agency, conduct project progress meetings with all JOC contractors and staff on a periodic basis, and coordinate any required technical and code inspections.
- **Supplemental Job Orders** – In the event there are unforeseen conditions or the Agency requests changes to the scope after the work has begun, the Gordian project manager will analyze and process a supplemental Job Order by utilizing the procedures used to develop the initial Job Order.



- **Approvals** – The Gordian project manager will review and approve, or direct necessary revisions to, the JOC contractor’s applications for payment and obtain the Agency’s approval of the work. Final acceptance of the work will be the responsibility of the Agency. Technical and code inspections will be the responsibility of the appropriate inspection agencies.
- **Project Close-out** – As the final step in the process, the Gordian project manager will enter all Job Order related information into the JOC Software information management system and collect any required as-builts, warranties, etc., from the Contractor.

With our ezIQC solution and optional project management services Gordian will implement and support a cooperative IQC program for Region 10, its members, and public agencies statewide. In addition, Gordian’s ezIQC solution, in coordinate with Equalis Group, can provide a national network of JOC contractors, bid state-by-state, for the benefit of Equalis members. We are pleased to propose this solution, which encompasses the purpose of the RFP and the Products and Services Covered as set forth in Part B. Scope.

## Direct Purchase Value Added Products and Services

In addition to the ezIQC solution described above, which meets the RFP Scope of Work, Gordian proposes to include its JOC solutions and Facility Planning solutions in the Master Agreement, to be made available for direct purchase by Region 10 and Equalis Group members. These solutions will enable members to obtain their own JOC program, when requested, and utilize Gordian’s expert facility planning solutions when needed.

Gordian offers JOC solutions that provide varying levels of support and can be combined to provide a customized JOC program that enables the Agencies to select different service levels for different projects, or receive comprehensive assistance with the development and completion of Job Orders on every project. These solutions are broken up into three primary components: 1) the JOC System and Technical Support services, which provides the products and services necessary to implement and execute a JOC program for any Agency; 2) Job Order Development services, which includes assistance from Gordian’s expert project managers on the development, review and finalization of the Job Order; and 3) project management services, which provides owner’s authorized representative services during the construction phase of the Job Order. Each is summarized below:

- **Job Order Contracting System and Technical Support** – With this product, Gordian will provide the software, data and technical support required to develop, implement and support a client-run JOC program, but excluding those services listed under “Procurement Support,” “Cost Estimates, Work Orders and General Reporting” and “JOC/IQC Facilitation Support.” Through this solution, any Agency seeking to implement its own JOC program will be able to utilize its internal resources to develop Job Orders and manage the JOC program, while Gordian provides technical support as listed in detail below.



- **Job Order Development Services** – These services include those tasks cited as “Job Order Support” in RFP Section B, Scope, JOC/IQC Facilitation Support. Job Order development services are highly recommended for any JOC program, and include comprehensive procurement support for each Job Order issued through an Agency JOC program. Our Job Order Development services can also be provided on a project-by-project basis when requested.
- **Project Management** – When combined with the foregoing, our project management services provide “cradle-to-grave” support for each project. These services can be made available to Agencies on a project-by-project basis.

For ease of reading, we have provided a summary of our JOC solutions below, however, a more detailed proposal can be provided upon request, as well as at the request of any Agency procuring through utilization of the Equalis or Region 10 Program(s). More information is also available at [www.gordian.com](http://www.gordian.com).

### Job Order Contracting System and Technical Support

Gordian’s JOC System and Technical Support services have helped facility and infrastructure owners control and fast track their repair, maintenance and construction projects for nearly three decades. This solution is suited for clients that have the in-house expertise necessary to develop Job Orders properly, and can execute the JOC program using their own internal staffing resources.

Gordian will provide all the necessary products and services to develop, implement and provide ongoing technical support for an Agency’s JOC program including the in-depth, on-site training necessary to achieve a successful JOC program. The following is a list of the products and services that will be provided to each Agency procuring a JOC solution from Gordian through the Master Agreement:

- **Experienced Account Managers** – Gordian will provide experienced account managers that are responsible for the implementation and support of the Agency’s JOC program. This staff will report directly to the Agency and will be available to assist the client with any JOC related issues.
- **Establish JOC Program Guidelines** – Gordian will be responsible for conducting the activities necessary for establishing the structure of the Agency’s JOC program. Responsibilities include preparing client specific Execution Procedures that will be used to execute the JOC program.
- **JOC Program Documents** – Gordian will be responsible for preparing the JOC program Contract and General Conditions, Bid Documents and Technical Specifications and for providing a customized Construction Task Catalog®.
- **JOC Management Applications** – Gordian will be responsible for providing a license for an unlimited number of Agency staff to access Gordian’s web-based JOC System, which includes the JOC Information Management System (“IMS”) and Construction Task Catalog®. The JOC IMS will be capable of generating the JOC documents including



independent cost estimates, contractor Price Proposals, Job Orders, and management reports and forms. The client's standard reports and forms will be incorporated as requested

- **Marketing** – Gordian will be responsible for marketing the JOC program by informing internal Agency staff about JOC, conducting pre-bid seminars for the JOC construction contractors, and assisting with procurement of the JOC contracts.
- **Training** – Gordian will be responsible for developing and conducting a comprehensive JOC training program for the PGCPs and JOC construction contractor staff, which will include different course modules that will provide specialized training to each element of Agency and JOC construction contractor staff.
- **On-going Support and Maintenance** – Gordian will be responsible for providing comprehensive JOC follow-up support to the Agency for the administration of its JOC program. Gordian will monitor the overall program and prepare any status reports required by the Agency. Support services will include, but are not limited to; unlimited toll-free IMS software support, access to all IMS software updates and additional functionality, updating for each new JOC construction contract the Construction Task Catalog®, Technical Specifications, Contract and General Conditions and Bid Documents, providing procurement assistance for new JOC contracts, providing training for new Agency and JOC contractor staff, and preparing customized forms and reports requested by the Agency.

Pricing for the JOC System and Technical Support services is provided in Attachment B, and will be made available for purchase to all Region 10 and Equalis Group members.

### Job Order Development Services

Similar to the services provided for every eIQC project procured through the Region 10 cooperative program, Gordian can provide Job Order Development services to any Agency that elects to directly procure a JOC System and Technical Support services as described above. Developing the Job Order is a critical step for ensuring a transparent and auditable process for project procurement and execution. Utilizing Gordian's expert Account Managers and Project Managers to perform the Job Order development tasks associated with the project procurement and execution process is a quick, cost-effective way to ensure that each Job Order is developed and managed properly, and that the customer is paying for the correct tasks at the correct quantities, and at the correct adjustment factor. The tasks required for developing each Job Order as described below:

- **Contractor Identification** – In the event the Agency has multiple JOC contractors, we will assist with identifying the appropriate JOC contractor for the project based on the type of work involved, location of the project, and other factors such as remaining contract capacity, work on hand, and contractor performance.





- **Joint Scope Meeting** – After identification of the JOC Contractor a Gordian account manager will promptly schedule a Joint Scope Meeting at the project site to help the Agency and the JOC contractor agree on the details of the work that the JOC contractor will perform, 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 lead to most change orders and often results in more cost effective collaborative solutions.
- **Prepare Detailed Scope of Work** - Gordian, in coordination with the Agency and the JOC contractor, will assist in preparing the Detailed Scope of Work that describes the work to be performed.
- **Request for Price Proposal** – After all parties are in agreement that the Detailed Scope of Work properly reflects the work to be performed, the Gordian account manager will send the Detailed Scope of Work and a Request for Proposal to the JOC contractor. At this stage, or earlier if requested by the Agency, the Gordian Account Manager will prepare an independent estimate using the JOC software and Construction Task Catalog.
- **Prepare the Price Proposal** – Next, the JOC contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the Construction Task Catalog. The JOC contractor will also prepare additional MARTA required information (e.g., construction schedule, list of proposed local subcontractors, etc.).
- **Price Proposal Review** – Then, the Gordian Account Manager will review the Price Proposal to make sure the JOC contractor has selected the appropriate tasks and quantities and will direct the JOC contractor to make any required changes. We will also obtain and review any Agency required information submitted by the JOC contractor such as a construction schedule and list of proposed subcontractors. Then the Gordian Account Manager will submit the Price Proposal and related documents to the Agency.
- **Issue Job Order** – Once the Agency approves the Price Proposal and related documents, and decides to move forward with the project, Gordian will assist with obtaining the necessary approvals and the issuance of a purchase order to the contractor.
- **Construction Management** - During construction, the Agency's project managers will follow its standard internal policies and procedures for construction management and site inspections, including coordinating any required code inspections. When unforeseen conditions arise or the Agency desires to change the Detailed Scope of Work, a supplemental Job Order is developed in the same manner as the original Job Order. With JOC, changes to the work are pre-priced.

The Job Order Development Services can be provided on every Job Order as a comprehensive support package for any Gordian JOC customer; or they can be provided on a project-by-project



basis when requested by the Agency. Pricing for the Job Order Development Services, which is exclusive of any other fees set forth herein, is provided in Attachment B.

### Project Management Services

In addition to the Job Order Development services included with every ezIQC project as described above, Gordian proposes to provide our project management on a project-by-project basis. This will allow the Agency to assign projects to Gordian to manage Job Orders from Job Order issuance to Job Order close out. Whether due to peak volumes, staff shortages, or new strategic staff directives, our project management services can provide on-site construction management experts, using our proven methods, to carry out day-to-day JOC operations and relieve an Agency's project workload burden. Our staff becomes the Agency's staff. A detailed list of Gordian's standard construction management services, which we modify as necessary to meet the needs of each client, is as follows:

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



The Project Management Services can be provided on every Job Order as a comprehensive support package for any Gordian JOC customer; or they can be provided on a project-by-project basis when requested by the Agency. Pricing for the Project Management Services, which is exclusive of any other fees set forth herein, is provided in Attachment B.

**In addition to the JOC solutions described above, Gordian offers value added facility planning solutions that complement and improve on the JOC system proposed herein. Gordian's facility planning solutions will enable Agencies to catalog and assess their facilities assets, develop a comprehensive list of facility deficiencies, prioritize project lists, establish facilities maintenance goals, address backlogs, and chart their progress on defined capital planning and asset management goals.**

**In combination with Gordian's ID/IQ construction contracting systems, these facility planning solutions will enable members to holistically manage their existing facilities needs by providing a comprehensive process to: 1) identify and prioritize the work that needs to be done; 2) use quantitative analysis to develop a multi-year plan for addressing the work and prioritizing projects; 3) procure contractors to accomplish the work through on-call, competitively-bid construction contracts with preset pricing; 4) manage the construction in-progress; 5) analyze their progress and benchmark the value of their facilities relative to established peer groups; and 5) develop a long-term capital plan that balances funding with anticipated project costs. These solutions are summarized below for ease of the reader, and greater detail can be provided upon request, in the event a contract is awarded from this RFP:**

- Strategic Capital Planning (SAP) – SAP elevates the traditional facilities condition assessment beyond a technically-focused list of deficiencies. We partner with our clients and key stakeholders to create an actionable, long-term capital plan that strengthens the business case for facilities reinvestment and aligns project selection with institutional goals and financial realities.
  - Space, capital and operations data is collected and assembled to create a minimum five-year performance trend for over 200 facilities metrics
  - Data is processed using Sightlines' standard Quantify, Verify, Qualify (QVQ) approach to ensure consistent data collection, accurate performance measurement and confidence in comparative information
  - Longitudinal and comparative benchmarks are created to identify areas of opportunities and see how your performance stacks up against peer institutions to help improve your competitive edge
  - Gordian uses an array of strategic concepts as tools to tie facilities projects to the mission and vision of leadership and to define a framework for reinvestment funding.
  - Objective observations are shared to fuel knowledge-based decisions and strategies



- **Return on Physical Assets (ROPA)** – Our ROPA solution provides the data, contextual understanding and strategic recommendations needed to steward client facilities most effectively. Gordian partners with its clients to develop an analytical framework and dialogue with stakeholders that aligns space, capital and operational needs, helping ensure facilities investments are made to best serve the entire community. ROPA’s framework includes:

- **Data Collection & Measurement** – Gordian collects and assembles a holistic set of finance, facilities and infrastructure data to establish a baseline of physical campus
- **Performance Assessment** – Assess current situation and determine how well-positioned to address exposures through historical tracking and peer benchmarks.
- **Analysis & Modeling** – Utilize experience and data from 450 institutions, Gordian sheds light on where existing practices and approaches will take the campus in the future.
- **Action Planning** – With priorities defined and understood, decisions can enable forward action toward institutional goals for the campus.
- **Continuous Improvement** – Available as an annual membership service, measure and track progress towards goals and ensure shared vision to service the mission.

- **Space Utilization** – Gordian can help higher education clients optimize classroom space to avoid unnecessary costs and lay a foundation for strategic campus growth. Gordian clients are able to make more informed decisions, negotiate spaces fairly and produce results that satisfy all key stakeholders using recommendations tailored to each campus’ needs.

- **Assemble the Core Data** – We compile a database of scheduled spaces, capacities, interior conditions and technology assets to understand the current state of the campus spaces.
- **Complete an Advanced Data Analysis** – Once data is gathered, we provide a detailed picture of classroom usage and scheduling trends and communicate the financial impact of those trends.
- **Conduct Focus Groups** – We give key stakeholders a forum to provide input on space needs and conditions. Deans, faculty, facilities staff and others have a voice at the table because space utilization affects the entire campus experience.
- **Provide Actionable Improvement Options** – We deliver independent recommendations for improvement to help the campus reach outcomes the client desires.

- **Campus Sustainability** – Gordian assists clients with designing and implementing campus enhancements that nurture a culture of environmental responsibility. Clients can quantify their performance and benchmark sustainability efforts against their peers and leading institutions. This solution also enables clients to meet environmental institution reporting requirements and make strategic recommendations that align sustainability, facilities and business objectives.



- Provides campus sustainability professionals with Benchmarking and Reporting tools that ease the time-consuming burden of continuous data collection and reporting.
- Provide strategic recommendations that align sustainability, facilities, and business objective.

Pricing for the facility planning solutions summarized above, which we propose to include in the Master Agreement and make available for direct purchase by Region 10 and Equalis members, is provided in Attachment B under each of the product names set forth above.

**13. Provide a detailed draft schedule of an example project, using project management software; outlining tasks and anticipated durations required to complete the specified services.**

An Implementation Schedule is attached at the end of this Section.

**14. Describe your preferred or in-house unit price book (UPB) and related capabilities for accessing and estimating pricing. This includes the ability to estimate nationally and to customize the UPB for local factors. Please also describe the breadth and depth of the UPB and how it covers everything required to support multiple industries across construction.**

Gordian is the leader in construction cost data and will start with our database of more than 380,000 construction tasks to build a comprehensive, accurate, locally-priced Construction Task Catalog® for the Region 10 ESC's JOC program. With more than 50 cost researchers, engineers and estimators on staff, no other firm can match the breadth, detail, accuracy and efficacy of Gordian's Construction Task Catalog.

Gordian will provide Construction Task Catalogs, employing CSI format, for the Region 10 ESC which will be 100% customized, 100% accurate, and include the exact tasks necessary for your JOC program. The Region 10 ESC will save time and money and improve quality with a Construction Task Catalog that has been tailored to meet your needs, and the type of work to be performed under each JOC contract. Gordian will work directly with the Region 10 ESC to customize Construction Task Catalogs.

When we build a new Construction Task Catalog, we start with our 380,000 task database that is continually improved and updated. As part of our ongoing support role, we produce updated Construction Task Catalogs for each JOC solicitation, which can be intended for general construction or a range of specialty work including paving, painting, electrical, plumbing, demolition and more. Gordian's dedicated construction cost data team works nonstop, year after year, to ensure our JOC clients are using the most accurate, up-to-date construction cost data available.





The construction cost database is continuously researched 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 costs, targeting the appropriate source for each:

## Research Development Methodology



**GORDIAN®**

Our construction cost database is built using unmatched expertise that relies on exhaustive research coupled with decades of historical data analyzed by our team of data scientists to ensure any pricing anomalies are identified, reviewed and verified prior to publication. No firm in





the world can match the level of resources we've dedicated to ensuring the accuracy and breadth of our construction cost database. In addition to the tasks already compiled, Gordian will work with the Region 10 ESC to determine whether any unique, customized tasks will be required based on the Region 10 ESC's specifications and preferred materials. During the term of the contract, Gordian will also work with the Region 10 ESC to identify any recurring non-prepriced items, and ensure those tasks are developed and included in any subsequent solicitations for the Region 10 ESC's JOC program.

Our unit price books are specifically developed to address the deficiencies inherent in estimating guides and national cost databases, such as:

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

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

In addition to ambiguous task descriptions, generalized estimating guides use the terms minimum, average and maximum throughout to indicate quality of materials. What will the contractor use as a guideline to determine which price to use? The owner should not have to negotiate what is an "average" piece of hardware. This can open the door to fraud, favoritism, corruption and unnecessary owner expense.

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



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

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

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

Simply put, no other firm has the experience, resources, and cost data that we possess. We will put these resources to work for the Region 10 ESC to ensure it's JOC program is transparent, auditable, and optimizes the efficiencies and savings inherent in the JOC process.

**15. Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?**

Yes.

**16. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein?**

No. Pricing and contract incorporation for new products will be evaluated and determined on a product-by-product basis.





**22. Describe areas where downtime may occur with estimating platforms and any other technology platforms provided, historical averages of that downtime, and how you resolve downtime issues when they do occur.**

Gordian's JOC software application has consistent monthly uptime averages exceeding 99%, excluding planned maintenance time, and is supported by Microsoft Azure. Planned maintenance and upgrades typically occur overnight on Thursdays, and are implemented every 6 weeks.

The Azure environment hosting for JOC applications consists of a 3-node web cluster (3 AZURE web servers) for high availability of hosted applications. Server backups are completed using the built-in Azure backup system. This backup is configured to do nightly backups of each web node, keeping the most recent 15 days of backups. Additionally, 1 monthly backup is retained for 60 months (5 years) for long term protection.

The web cluster can run with either 1 node, 2 nodes, or 3 nodes; and normally runs with 3 nodes that are load balanced to distribute traffic across the platform. If an issue occurs, any faulty server can be immediately removed from load balancing to prevent any negative impact to customers, and the remaining nodes will keep the sites live for customers while the faulty node can be fixed if possible (depending on the issue) or deleted and restored from the most recent backup. Once the issue is resolved the node can be added back into the load balancer when ready. This process has been used successfully several times in the past. If an event happened rendering all 3 nodes unusable, a new VM can be spun up from any available backup and brought back online in under an hour, and typically in approximately 15 to 30 minutes.

**23. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).**

Gordian's Customer Support and Success team members are dedicated resources for our customers when called upon for assistance. These two teams consist of 12 team members. Core responsibilities for these team members are focused on pre & post sale activities. Focus areas include:

- On-Boarding New Customers
- Training / Demos
- Product Support
- Product Installations
- User Access
- User Navigation
- Defect Escalation & Tracking
- Liaison Contact for Engineer Inquires
- Updating Payment Information
- RSMMeans Storefront Inquires



- New Requirement / Modifications Requests for Products
- New Release Inquires of All Products (Books, CDs, & Web)

Customer support is available via phone at 800-874-2291 or via email at [gordiansupport@gordian.com](mailto:gordiansupport@gordian.com). Hours of operation are Monday – Friday 8am EST to 10PM EST.

Service Level Agreements (SLA) of issue resolution are expected under 24 hours once notified and logged into our Salesforce CRM ticket tracking system. Key tracking metrics are monitored daily which include: Service Level, Abandon Rate, First Contact Resolution (FCR), Customer Effort (CES) & Agent performance.

**24. Provide your safety record, safety rating, EMR and worker's compensation rate where available**

Fortive Corporation, including its subsidiaries, are covered for Workers' Compensation through ACE American Insurance Company effective July 1, 2020 through July 1, 2021. The current experience modification rate is .73.

**25. Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.**

Volume procured by Agency's procuring construction through the JOC program will be tracked and reported through Gordian's JOC software, and all financial reporting will be completed through Gordian's new Netsuite ERP system which enables Gordian to easily identify and report on Equalis purchases throughout the life of the contract. Because we already support more than \$1,000,000,000 per year in cooperatively purchased construction services, Gordian's financial systems were specifically configured to ensure accurate reporting and payment of administrative fees to cooperative purchasing agencies. Gordian invented the system that has enabled the construction to be procured through cooperative programs and possesses unmatched marketing, sales, operations and technology resources to ensure success in a partnership with Equalis.

**26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.**

Since Gordian's JOC software supports the JOC workflow, all project and program level data is readily available and can be compiled in management reports at any time. During the implementation process, Gordian will work with Region 10 and Equalis stakeholders to determine the content and delivery of management reports that will provide the data desired by each group. Not only will Gordian be able to report on actual project procurements, but will also be able to provide insight to Region 10 and Equalis Group on project initiated, proposals created, and expected project procurements yet to happen.

**27. Does your firm offer any proprietary estimation software, and if so provide average downtime, a description of how the software works, and how your firm ensures quick and**



**efficient resolution of technical issues when customers or contractors require assistance. If not, provide the same details for your preferred JOC estimation software.**

Gordian's JOC software is the platform offered under this RFP, and is designed specifically for the JOC process, including the ability to build independent estimates. Gordian's JOC software is integrated with our customized Construction Task Catalog, which will be compiled and published specifically for the Region 10 and Equalis cooperative JOC program. As noted above, our software has an average monthly uptime exceeding 99%, and is supported by our customer support team, in coordination with our development team, to ensure quick and efficient resolution of technical issues.

## JOC Software

Gordian will provide any Region 10 ESC personnel and JOC contractor staff with unlimited access to our information management software that is required to run a Gordian JOC program. Our JOC Software is capable of generating all of the JOC documents, including the contractor's Price Proposal, the independent estimate, Job Orders, and all management reports and forms. Our proven software was specifically designed to support JOC programs and will be configured to meet the information management needs of the Region 10 ESC's JOC program. It is essential to optimizing the efficiency and convenience of a Gordian JOC system.

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

The JOC Software contains functionality that is used to track and report on Job Orders. The primary modules are for Price Proposal development and review, but others include the ability to manage budgets, contractor evaluations, invoices, logs, meetings, submittals, tracking dates and more. Gordian will work with the Region 10 ESC to develop the program and infrastructure procedures and administration processes necessary for success. Our implementation experts are experienced with working with information system professionals in coordinating all aspects of the system software.

The Region 10 ESC will find that our JOC Software is extremely powerful and flexible when it comes to security, integration and reporting.

Gordian is successful at producing great JOC software because we understand JOC and we build our software to the expectations of our users. This was a challenging task considering we have almost 8,000 users. Our software accomplishes three important goals that are common with all of our users:

- **Security at all levels:** users, groups, forms, fields and reports.



- **Ease of use:** works like other applications to reduce the learning curve.
- **Flexible:** must adapt to the user's specific environment through configuration.

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

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

### **Security**

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

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

### **Ease of Use**

- Reports and forms are linked to components, making it simple for users to find the forms and reports they need.
- Email is integrated with the users email system. Thereby allowing a tracking history of emails sent out.



- Users can copy information from and to popular programs like Word and Excel and the format is maintained.
- The JOC Software allows the user to use common formatting features to format text. This can make Detailed Scopes of Work and other documents more readable.
- There is a spell checker to help with the spelling in text fields.

**Flexible**

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

**Import/Export**

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

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

**Software Support and Maintenance**

In terms of supporting and maintaining system applications for JOC, Gordian is the most experienced firm. Our in-house software design and development team created and supports the JOC Software. They are available from 8 AM – 10 PM EST, five days per week. When you need help, we are there.

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

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



No action is required by the end user to update the software. As updates are completed and fully tested they are immediately made available to all users. A message is placed on the login web page to notify users prior to the release of an update. This message will include a link to instructional material, when necessary, so that the users can become familiar with the update before it is released.

#### **Hardware Requirements**

Being a web-based application, any computer device with access to the Internet can use the JOC Software. A broadband connection of 1mbps or higher is recommended, and an internal processor speed of 1GHz or above. It is operating system independent, so users on Windows, Mac or Linux based operating systems can access the application with any leading web-browser (Internet Explorer 9+, Chrome and Firefox).

#### **Features and Components**

The JOC Software manages all aspects of the JOC Process. The primary function is to manage Job Orders within projects. Users can track budgets, locations, people, meetings, cost estimates, Proposals, Proposal reviews, submittals, subcontractor and MBE/WBE participation, project logs, invoices, evaluations and tracking dates. The following is a description of each of the features and components, including features and functionality that are currently in development and will be provided to the Region 10 ESC upon release.

- **Project**

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

- **Job Order**

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

- **Budget**

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



- **Workflow**

The JOC Software creates an orderly progression through the Job Order stages including initiation, Joint Scope Meeting, RFP, Price Proposal review, authorization and NTP; ensuring each stage is completed before moving to the next.

- **Location**

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

- **People**

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

- **Meeting**

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

- **Cost Estimate**

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

- **Price Proposal**

The contractor can quickly create a Price Proposal utilizing the electronic Construction Task Catalog. The Adjustment Factors are entered during setup of the software and are automatically applied to tasks as they are entered. Like estimates, the contractor can develop several Price Proposals for one Job Order and combine them when responding to a request. When new tasks are needed, the user can easily create them in custom catalogs and use them on any Job Order. Co-authorizing of Price Proposals can be enabled to track which user made changes and when. The system will prevent changes to the price proposal once it has been submitted to the Owner or Contractor. When Supplemental Job Orders are issued, the system allows “child” job orders for additional work when there are changes in scope, unforeseen conditions, etc.



- **Proposal Review**

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

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

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

- **Evaluation**

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

- **Tracking Dates**

You can track an unlimited number of dates in the JOC Software. Update dates and statuses with the click of a button as each milestone is completed.

- **Contract Close-out**

Officially close-out contracts when they've expired or reached capacity.

- **Forms**

Forms are driven by Crystal Reports, the leader in data formatting and reporting. This will give you the power to create forms and documents needed for JOC like never before. Users can produce any form a Project Manager may require from a Notice of Joint Scope Meeting to a Project Closeout Form. Project Managers can spend their time managing construction, not typing. Forms are easily organized with the same interface that you use to organize your JOC information. You can also link forms and reports to any icon in the explorer to give you one button printing.

- **Management Reports**





Like forms, management reports are also driven by Crystal Reports and the JOC Software's reporting capability is flexible enough to handle just about any request. A report can be created to list every project in a program area or managed by a particular Project Manager. Reports can be created which list a certain group of projects and the critical dates for each such project. This allows the Project Manager or administrator to track the progress of a certain project or series of projects. Reports can also be created that provide information such as how much volume was completed by each contractor or for each program area.

- **Administration**

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

- **Security**

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

- **Find**

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

- **Online Help**

Help is a keyboard stroke away. The context sensitive help will provide you with specific help on the component you are using at that time. You can also use Index and Search to find help on other topics.

The primary steps for executing projects through our JOC software include project identification, scope development, price proposal creation and review, and compilation of the Job Order package. An illustration of the software's capability to execute these steps is provided below:

## Project Identification

The screenshot shows the 'New Job Order / Project Wizard' interface. The 'Project Info' section includes a dropdown to 'Select An Existing Project' and a search field. Below this, the 'Project #' is '16-PGN-CSUS-0011', the 'Project Title' is blank, and the 'Project Status' is '<- Select ->'. The 'Project Admin' is 'Kyle Asire'. The 'Job Order Info' section is currently empty. A table at the bottom lists existing projects with columns for Project Number, Description, Amount, and Status.

Project Number	Description	Amount	Status
16-RGC-CSUFR-0010	16-RGC-CSUFR-0010.00 CSU Fresno - University Health Center	\$428,013.29	Proposal Approved
16-RGS (Best Contract)	16-RGS (Best Contract) CSUN Black House - Roof	\$41,297.45	Construction Start date
16-RGS (Vincor)-CSU	16-RGS (Vincor)-CSU Live Oak Hall 1223 Geology Lab Renovation Project	\$205,390.27	Notice to Proceed

## Scope Development

The screenshot shows the 'Job Order: 16-RGC-CSUFR-0010.00 - CSU Fresno - University Health Center - Files' interface. It displays a list of folders on the left, including 'Brief Scope of Work (0)', 'Detailed Scope (9)', 'RFP - Comments (0)', 'RFP - Drawing Requirements (0)', 'RFP - Special Instructions (0)', 'RFP - Submittal Requirements (0)', 'Purchase Order (0)', and 'Proposal Review Report (0)'. The 'Detailed Scope' section shows a list of files, including 'Student Health Center - Asbestos & Lead Rpt..pdf', 'Carpet Tiles.pdf', 'CSUF Health Center - Areas to be Painted 6-2-2016.pdf', 'CSUF Health Center - Finish Schedule.pdf', 'CSUF Health Center - Areas to install Carpet & VCT 6-2-2016.pdf', 'Flush Wood Doors.pdf', 'Painting.pdf', 'Resilient Sheet Flooring.pdf', and 'Door Hardware.pdf'.

Price Proposal Creation and Review

The screenshot displays the Gordian web application interface for Price Proposal Creation and Review. The interface includes a search bar, filters, and a table of line items. The table has columns for CSI Number, Description, UOM, Install Qty., Demo Qty., Line Total, and Review Note. The line items are listed with their respective quantities and costs.

CSI Number	Description	UOM	Install Qty.	Demo Qty.	Line Total	Review Note
01 22 20 00-0076	Surveyor	HR	64	0	\$5,568.00	Delete Item - Part of
01 22 20 00-0090	Flagger for Traffic Control	HR	96	0	\$5,646.40	
01 22 23 00-0244	8' Broom Sweeper With Full-Time Operator	DAY	4	0	\$3,891.80	
01 22 23 00-0545	5' Maximum Trench Depth, Ride-On Trencher With Full-Time Operator	WK	1	0	\$7,711.75	Delete Item
01 22 23 00-0865	100 Ton Lift Hydraulic Crane With Full-Time Operator	DAY	2	0	\$5,965.25	
01 22 23 00-1087	13 CY Rear Dump Truck With Full-Time Truck Driver	DAY	0	0	\$0.00	Delete Item
01 22 23 00-1087	13 CY Rear Dump Truck With Full-Time Truck Driver	DAY	0	0	\$0.00	Delete Item
01 22 23 00-1112	3,000 Gallon Asphalt Prime Coat Distribution Truck With Full-Time Truck Driver	DAY	0	0	\$0.00	Delete Item
01 51 13 00-0014	Temporary 400 Amp Panelboard Complete With Up To 42 Branch Circuits, 120/208 Volt	EA	1	0	\$2,789.30	
01 56 26 00-0033	4' Wide, 6' High, Temporary Chain Link Fence Gate, Up To 6 Months	EA	1	0	\$243.74	
01 56 26 00-0033(0047)	For Shade Cloth, Add	MOD	1	0	\$27.75	
01 56 26 00-0035	12' Wide, 6' High, Temporary Chain Link Fence Gate, Up To 6 Months	EA	2	0	\$866.59	
01 56 26 00-0035(0047)	For Shade Cloth, Add	MOD	2	0	\$55.50	

Compilation of the Job Order Package

The screenshot displays the Gordian web application interface for the Job Order Package. The interface includes a sidebar with navigation links and a main content area with a 'Job Order Authorization Package Cover Sheet' and a 'Job Authorization Package Checklist'.

**Job Order Authorization Package Cover Sheet**

Date: August 26, 2016

Re: CSU Fresno - University Health Center  
Job Order Number - 16-RGC-CSUFR-0010 00

This Job Authorization Package is being submitted for your review and approval.

To approve, sign the Job Authorization Form in the appropriate and forward to the next person. The Director of Contracts and Procurement will return the approved Form to the Project Manager and issue the Job Approval Form to the JOC Contractor.

This Director of Contracts and Procurement will keep all the original forms. The Project Manager should maintain a copy of all forms in the Project Notebook.

**Job Authorization Package Checklist**

Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\* If the DVBE goal has been attained for this project or for the overall contract this form is not necessary.

Architecture

Gordian developed a web-based JOC information management application that provides the speed and experience of a rich application environment, but available over the Internet. The JOC



Software is developed using Microsoft's premier development tool, Microsoft.NET (dot net). After it was developed, deployment onto Microsoft Azure's cloud infrastructure helps to ensure maximum uptime. Microsoft's SQL Server serves as the relational data storage for the application. The final result is a fast, easy to use and secure application available over the Internet.

This architecture has several benefits:

- Available anytime and anywhere there is an Internet connection.
- Browser compatible with IE 9+, Chrome and Firefox.
- No servers to purchase or maintain.
- No software to purchase or maintain.

Gordian's primary hosting site is Microsoft's public cloud offering Azure. The Azure datacenter is being utilized as an Infrastructure-as-a-Service (IAAS) implementation, supporting our information management applications. One of the key components to the cloud hosting is native redundancy, with all applications mirrored to a secondary location. This redundancy prevents catastrophic data loss events as the system is continuously backed up and can be restored in the event of a loss of the primary site.

Access to the JOC Software is simple and secure, with communication over HTTPS/TLS protocol, using challenge response authentication. The only requirement for compatibility is that firewalls allow traffic over port 443 to our domain, and it is not blacklisted by any firewall or proxy software.

The SaaS capability drives efficiency in that there are no operating system requirements, no database or other storage requirements, no installation requirements, and no middleware or third party software requirements. Application scalability is also constantly scrutinized through our monitoring services and adjustments are made objectively to ensure we provide quality service and response times.

## JOC System License

The Gordian Group's implementation of the Region 10 ESC JOC program will include a license to our proprietary JOC System and other related materials. Our License Agreement is subject to and includes incorporation into any agreement between the Region 10 ESC and The Gordian Group the following JOC System License:

The Gordian Group, Inc. ("Gordian") hereby grants to the Education Service Center, Region 10 (the "Region 10 ESC"), and Region 10 ESC hereby accepts from Gordian for the term of this Agreement, a non-exclusive, non-transferable right, privilege and license to Gordian's Job Order Contracting System and other related proprietary materials (collectively referred



to as “Proprietary Information”) to be used for the sole purpose of operating Region 10 ESC’s Job Order Contracting program. The parties hereby agree that Proprietary Information shall include, but is not limited to, Gordian’s eGordian® application and support documentation, Construction Task Catalog® (also commonly referred to as a unit price book) and information contained therein, training materials and other proprietary materials provided by Gordian. In the event this Agreement expires or terminates as provided herein, this JOC System License shall terminate and Region 10 ESC shall return to Gordian all Proprietary Information in the Region 10 ESC’s possession.

The Region 10 ESC acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. The Region 10 ESC further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Region 10 ESC, subject to federal and state laws related to public records disclosure.

Gordian agrees to grant a license to each contractor that is awarded a JOC contract by the Region 10 ESC, provided the JOC contractor agrees to pay any applicable license fees set forth in the contract documents, and provided Region 10 ESC includes licensing language in the JOC contract similar in form to this JOC System License.

Upon expiration or termination of this Agreement as provided herein, Gordian shall provide all data generated by the Region 10 ESC in a form accessible by a standard database program, such as Microsoft® Access®.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Agreement or any purchase order or similar purchasing document issued by the Region 10 ESC, this JOC System License shall take precedence.

## **Software Support and Maintenance**

Gordian has configured, tested and is currently maintaining the JOC Software for over 700 locations. After your system is up and running effectively we will provide the following technical support services for the JOC Software using multiple communication methods to serve Region 10 ESC in a convenient and efficient manner.

### **On-Site Personnel**

Many support tasks, including additional training, report writing, and merely answering basic questions, will be handled by our on-site representative. Our representatives have extensive experience in the JOC Software and can handle almost every assignment without additional assistance. Our representatives have conducted a substantial number of JOC Software



training sessions and have customized some of the most challenging reports for our clients. We believe that working on-site is the best way to accomplish most tasks.

#### **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 the user is experiencing. Through a basic dial-up modem or Internet connection, our support representative can work on the user's computer as if they were sitting at the user's desk. GoToMeeting provides the same capability and works with most firewall and security settings. For those times when the on-site representative is not present, this remote access solution provides nearly all the benefits of an on-site visit and has been very successful in delivering real time solutions and support.

#### **Toll Free Support Line**

Calling our toll free software user support line will connect the user with an information technology specialist who will promptly assist the user concerning their immediate software questions. The support line is staffed by knowledgeable and trained personnel.

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

**Our program is based on the concept of shared success. We succeed only if you do.** We are excited about the opportunity to provide a customized Gordian JOC solution with its many benefits for the Capitol Region Council of Governments. Please visit [www.Gordian.com](http://www.Gordian.com) to learn even more.

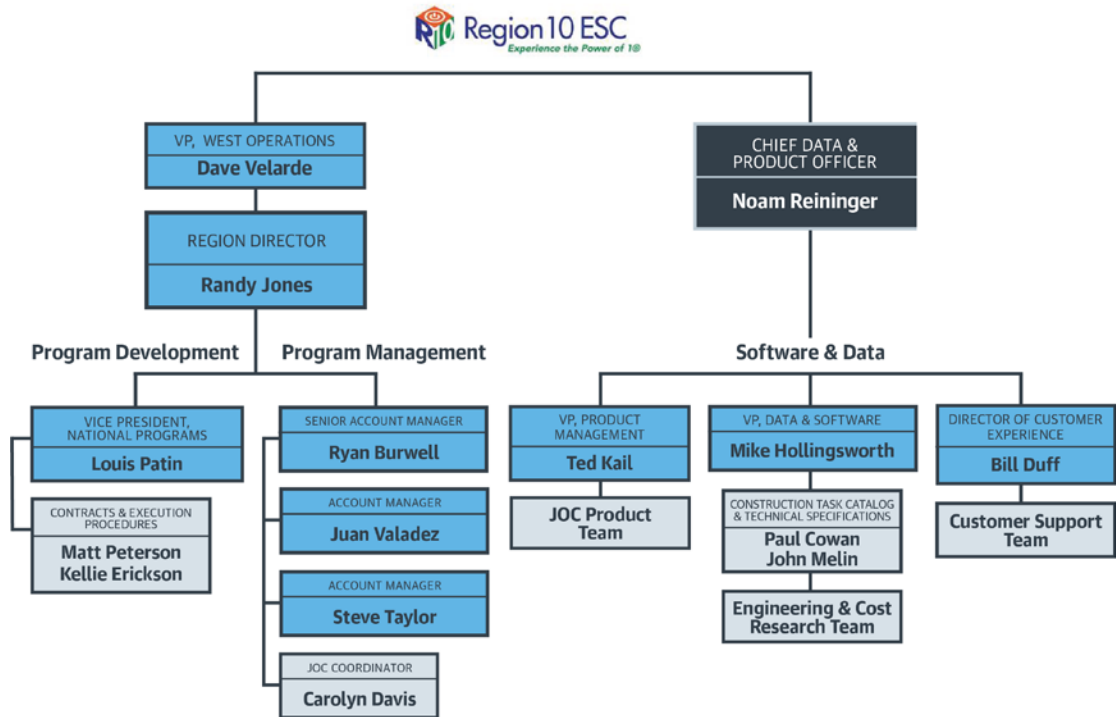
### **QUALIFICATIONS AND EXPERIENCE**

**28. Please provide contact information and resumes for the person(s) who will be responsible for the following areas. If there are other key staff members that will be required to perform services on this contract, please also provide their information.**

Below is the organizational chart for the JOC Program in the Dallas Region. The National Program will be serviced by this core Team. **Key Staff** for the Program are those shown reporting to the Region Director, Randy Jones, as identified on the **Appendix A Form**.

**Team Resumes** are provided at the end of this Section, following the Implementation Schedule.





Within a total staff count of more than 580, Gordian employs more than 300 JOC professionals that 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 to fully understand the complexities that our clients face each and every day.

The breadth of support provided to the State is not limited to the direct day-to-day interactions with our account management team, but will cover all aspects of our organization dedicated to supporting our JOC clients. Gordian's direct support for the Region's program will include members of the following teams: Program Development, Program Management, Product Management, Software and Construction Cost Data, and Customer Support. Additional resources are provided by Program Analysts and Engineering Cost Research.

**29. Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 3 years.**

References includes the requirements outlined, to include: Entity Name; Contact Name and Title; City and State; Phone Number; Years Served; Description of Services; Annual Volume. Narrative References for the following Programs are provided on the pages that follow:



United Postal Services

Capital Region Council of Governments

Cooperative Educational Services





United States Postal Service

<b>Services Provided:</b>	Development and Implementation of a National Job Order Contracting Program
<b>Construction Value:</b>	\$3,222,551,209 of construction procured to date
<b>JOC System Status:</b>	Fully operational
<b>Period of Service:</b>	May 2002 - On Going
<b>Reference:</b>	Mr. Martin Petrey Manager - Facilities Portfolio 475 L'Enfant Plaza SW Room 1526 Washington DC 20260-6201 Tel: 202-268-6604 Martin.R.Petrey@usps.gov

Gordian was awarded a contract in May 2002 to develop a pilot Job Order Contracting (JOC) program for the United State Postal Services (USPS). The USPS was using a self-developed JOC program for about seven years. They experienced continued problems with their Unit Price Book and degradation in the performance of their contractors. To improve their program, they hired Gordian through a sole source procurement to develop and implement a new JOC program. Gordian's services to USPS included our legacy Internet based JOC management software PROGEN. USPS has since migrated to eGordian, along with all other Gordian JOC clients.

The program started in May 2002 with the Hoboken Region office, which covers the New York City and New Jersey areas. In October 2002, the Denver Region was added to the contract and in October 2003 the San Diego Region was added. The JOC program went nationwide in the summer of 2004. Currently, the USPS has issued Job Orders valued in excess of \$3 billion in construction.

Representative projects accomplished with JOC are repair and alteration of USPS facilities including; HVAC, roof repairs, painting, interior retro fits, electrical repairs, handicap improvements, and alternate quarters in retail spaces. We wanted the USPS assignment because we believed that we could dramatically improve the responsiveness, savings and quality of work being provided in the existing USPS JOC program. The USPS JOC program is comprised of 75 geographic areas with 75 customized Construction Task Catalogs and approximately 270 locally awarded contracts supporting over 32,000 facilities. The USPS JOC program is a prime example of how Gordian's data, technology and human resources can combine to provide a customized, high-performance JOC program for one of the nation's largest facility owners.





## Capital Region Council of Governments

<b>Services Provided:</b>	Implementation and Support of a Job Order Contracting Program
<b>Construction Value:</b>	\$71,767,897 of construction completed to date
<b>JOC System Status:</b>	Fully operational
<b>Period of Service:</b>	March 2009 - On Going
<b>Reference:</b>	Kim Bona, Program Manager 241 Main Street Hartford, CT 06106-5310 Tel.: 860-522-2217 <a href="mailto:kbona@crocg.org">kbona@crocg.org</a>

Gordian was awarded a contract in February 2009 to implement and support a Job Order Contracting (JOC) program for the Capitol Region Council of Governments (CROCG) and its Members.

CROCG is a voluntary Council of Governments formed to initiate and implement regional programs of benefit to the towns and the regional Members including a purchasing cooperative which provides volume-based discounts through various cooperative procurement initiatives. There are approximately 115 Members of CROCG including towns, boards of education and agencies across the State.

For the CROCG JOC program, the State of Connecticut was divided into four geographic regions. CROCG advertised, competitively bid and awarded a General Construction JOC contract for each region. The contracts were awarded in July, 2009 and this process has repeated every two years since. In 2017, the offering extended to include Roads and Bridges contracts..

Gordian assists the individual CROCG Members by scheduling and conducting the Joint Scope Meeting, helping to prepare the Detailed Scope of Work, and reviewing the Price Proposals.

The program is administered through Gordian's proprietary EZIQC® system.

To-date, each JOC Contractor has scoped work and submitted Price Proposals for a variety of projects including renovation to a Town Library including historical renovations, replacing concrete sidewalks, painting a Town Hall building, a 400-square foot addition to a community center, replacing school corridor lockers, site clearing, updating door hardware, renovating a waste water treatment facility office / storage building, and utilized various State and local grants for CROCG's members.

To date, approximately \$72 million in construction has been placed.





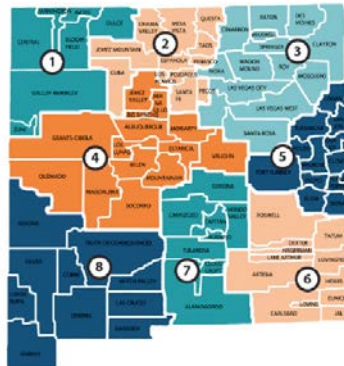
## Cooperative Educational Services

<b>Services Provided:</b>	Implementation and Support of a Job Order Contracting Program
<b>Construction Value:</b>	\$172,749,217 of construction completed to date
<b>JOC System Status:</b>	Fully operational
<b>Period of Service:</b>	May 2006 - Ongoing
<b>Reference:</b>	Mr. Gustavo Rossell, Procurement Director 4216 Balloon Park Road NE Albuquerque, NM 87109 Tel.: (505) 344-5470 <a href="mailto:gustavo@ces.org">gustavo@ces.org</a>

Gordian was awarded a contract in May 2006 to implement and support a Job Order Contracting (JOC) program for Cooperative Educational Services (CES) and its members located across New Mexico. The scope of services for the contract include the development and implementation of a Job Order Contracting (JOC) program, ongoing support for the pricing system and JOC program, an unlimited license to the JOC information management application, development and management of the Construction Task Catalog, development of Technical Specifications, development of execution procedures, procurement support and ongoing training of JOC contractor staff.

CES is an organization comprised of New Mexico's 89 school districts, plus 81 other public education institutions, including charter schools, two and four-year post-secondary institutions, BIE schools and state schools. CES also offers procurement services to every City and County across New Mexico. CES utilizes a Joint Powers Agreement with the State of New Mexico Board of Finance to offer cooperative purchasing agreements and issued a purchase order to Gordian based upon their own solicitation. The project Scope of Work was identified in the CES RFP.

To ensure availability for all its members across New Mexico the state was divided into eight (8) regions, as shown below:



In order to obtain JOC contracts for each region, Gordian developed and published a unique Construction Task Catalog using region-specific pricing data, developed the solicitation packages, conducted outreach events and pre-proposal conferences in each region, and set up the awarded contracts in the eGordian information management application.

In addition to providing direct assistance to CES in soliciting and awarding a statewide network of JOC contracts, Gordian provides comprehensive procurement support to CES's members for each JOC project purchased from the cooperative JOC contracts. The services provided directly to CES members include identifying projects, assistance preparing the Detailed Scope of Work, issuing an RFP to the JOC contractor, reviewing and requesting necessary revisions to the JOC contractor's Price Proposal, and collecting the required paperwork necessary for approval and issuance of the Notice to Proceed.

CES currently holds 462 active JOC contracts, which cover every type of construction work from general to HVAC, and painting to plumbing. This statewide program was developed, implemented and is currently supported by Gordian through our in-house technology and customer support professionals, along with a network of account managers that deliver Job Order development services across New Mexico.

To-date, CES has issued over \$100 million in Job Orders. While the bulk of the work accomplished through the CES program is aimed at Schools and Colleges, a growing number of projects for Cities and Counties have emerged due to the program's success.

**31. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).**

Cooperative Educational Services of New Mexico, and Capital Region Council of Governments of Connecticut are some of Gordian's cooperative purchasers. Reference information is provided for each of these are provided on the pages preceding this question 31.

Gordian has experience implementing cooperative purchasing programs at the local, state and national level through various cooperative agencies. None of these programs are the same, and required a tailored implementation process depending on the size and scope of the program sought.

Gordian's Development and Implementation team, in coordination with the Project Support Team and various resources from Region 10 ESC, will ensure that each new JOC contract solicitation process enables maximum participation from qualified contractors.

During the initial period following the award of the contract, Gordian will conduct a series of meetings with various Region 10 ESC departments, including procurement, legal and facilities, to determine the optimal approach to bidding and awarding JOC contracts. These meetings will be designed to answer critical questions such as:

- The type of work to be performed
- The concentration of potential work across geographical regions within the Region
- The maximum and minimum value of awarded contracts
- The number of contractors needed to accomplish the anticipated volume of work
- Revisions required to ensure compliance with the Regional construction procurement laws, and to ensure the incorporation of JOC best practices
- Diversity goals and the solicitation of set-aside contracts for SDVOSB firms
- The potential pool of cooperative users across the Region

Through these meetings Gordian and Region 10 ESC will work to develop a strategic bidding and award process that maximizes contractor participation and optimizes the competitive process for the benefit of the Region 10 ESC and its affiliated agencies.

Using the approach outlined above, Gordian has supported the development, implementation and ongoing execution of cooperative programs for the following entities:

- Sourcewell (formerly the National Joint Powers Alliance) – national program
- BuyBoard – Multi-state program
- PACE Purchasing Cooperative – TX



- Goodbuy Purchasing Cooperative – TX
- Education Services of New Jersey
- Keystone Purchasing Network – PA
- Arizona Department of Administration
- Indiana Department of Administration
- Georgia Department of Administration
- Utah Division of Purchasing
- Cooperative Education Services of New Mexico
- Capital Region Council of Governments

**32. Outline the number of years 1) your company has been providing services being proposed, and 2) any project managers or key staff possess with the roles they will be filling to provide services.**

Gordian has been providing JOC services and products to public and private facility owners since our incorporation in 1990. During these 30+ years, we have successfully implemented and supported JOC programs for over 250 clients around the country. We have had numerous cooperative customers and provide cooperative purchasing for hundreds of clients throughout the United States who utilize our ezIQC cooperative purchasing system.

Project Managers and Key Staff are Randy Jones, Region Director, Ryan Burwell, Senior Account Manager; Juan Valadez, Account Manager; and Steve Taylor, Account Manager. Brief descriptions of the role for each are shown below:

**Program Management Team**

This regional team is led by **Randy Jones, Region Director**, who serves as the **Director of Operations/Region Director** for the Region 10 ESC's JOC Program. As such, Mr. Jones will perform as lead supervisor/administrator of Gordian's management staff responsible for the overall development, implementation and continued support of the Job Order Contracting program. He is the management point of contact for communications with the Region 10 ESC, relevant stakeholders, and the public.

**Ryan Burwell, Senior Account Manager** will serve as the Senior Account Manager reporting directly to Mr. Jones. Mr. Burwell's responsibilities include program oversight and management of the account management team assigned to the program. As Senior Account Manager, his primary role will be assisting Mr. Jones in oversight of the development of the JOC system; development of processes and the execution procedures for the JOC program, and management of the proposal review process. He will be assisted by two Account Managers and a JOC Coordinator.

**Juan Valadez and Steve Taylor** will serve as **Account Managers**, reporting directly to Mr. Jones, and share responsibility for overseeing all Program Support services for the Region 10 ESC's program. They will be responsible for team development across the Region, with responsibility of



handling day-to-day development, implementation and support of the JOC program. Their general duties include procurement services, outreach activities, training, and facilitation of ongoing maintenance and technical support services.

Mr. Valadez and Mr. Taylor will work with the Region 10 ESC representatives to develop steps and processes for implementation and execution procedures for the JOC program, ensuring best practices are utilized and incorporated into the JOC system.

The team will be assisted by **Carolyn Davis, JOC Coordinator**. Her responsibilities include assisting the project managers with Job Order tracking dates and JOC software project based information, assisting in the preparation of project management tracking reports, preparing invoices, handling correspondence between Gordian and the Region 10 ESC, and assisting with project close-out documentation and paperwork

**Kathryn Hilton, VP of Marketing**, will ensure that Gordian's substantial marketing resources are leveraged to create and execute a joint marketing plan in coordination with Region 10 and Equalis Group marketing stakeholders. Ms. Hilton has been with Gordian for more than 5 years, and has extensive experience in marketing and selling cooperative JOC programs at the local, state and national scale. Ms. Hilton will be supported by the marketing department, which includes more than two dozen experienced marketing personnel.

**34. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.**

Gordian is not, and has not, been involved in any litigation, bankruptcy or reorganization that would impact our ability to fulfill the required products and services requested in this RFP.

**36. Detail how your organization plans to market this contract within the first 90 days of the award date. This may include but is not limited to:**

**a. A co-branded press release within first 30 days**

Yes, Gordian will issue a co-branded press release during this period.

**b. Announcement of award through any applicable social media sites**

Gordian has a robust social media marketing operation utilizing Twitter, LinkedIn, Facebook and other sites. Gordian will coordinate with Region 10 and Equalis to issue joint releases across various platforms announcing the award of this contract.

**c. Direct mail campaigns**

Gordian does not heavily rely on direct mail campaigns for its JOC solutions and cooperative programs. However, Gordian will work with Region 10 and Equalis to utilize membership lists and market directly to those members using direct mail campaigns when appropriate.

**d. Co-branded collateral pieces**

Gordian's Marketing Department will develop co-branded collateral pieces.

**e. Advertisement of contract in regional or national publications**

Gordian will advertise in regional and national publications typically leveraged in our marketing plans.

**f. Participation in trade shows**

Gordian regularly participates in industry trade shows and speaking engagements, including cooperative specific trade shows with organizations like Region 10 and Equalis Group.

**g. Dedicated Equalis Group and Region 10 ESC internet web-based homepage with:**

**i. Equalis Group and Region 10 ESC Logo**

**ii. Link to Equalis Group and Region 10 ESC website**

**iii. Summary of contract and services offered**

**iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials**

Gordian will develop a Landing Page which meets Region 10 ESC and Equalis co-branding requirements listed in 36(g)(i-iv). Customized landing pages provide additional program specifics, contractor and account management contacts, and latest news. These landing pages also enable members to quickly and easily request assistance with projects identified as potential JOC projects.

**h. Announcement within your firm, including training of the agreement with your national sales force**

Gordian's VP of National Programs, Louis Patin, will coordinate the training and communication plan for this Master Agreement with Gordian's national sales force.

**i. Marketing the agreement to new and existing government customers**

External Marketing and Outreach programs are detailed below.

Gordian's global marketing strategy is focused around building Gordian's market reputation through strong digital presence, 3rd party partnerships, events and other promotional channels





driving demand generation, supporting sales enablement, and fostering repeat business and brand evangelism through engagement.

In addition to incorporating Region 10 ESC into our existing demand generation and nurture and digital marketing efforts, Gordian's marketing team will also develop specific targeted initiatives aligned by regions and industry promoting the Region 10 ESC program and the benefits available through it. A marketing representative would work with Region 10 ESC at contract kick-off to ensure marketing messaging is aligned and develop a specific marketing plan.

Gordian already has a strong marketing presence in the state of Texas partnering with various associations that would be leveraged to promote the Contract, including both state and national professional associates of facilities managers and procurement professionals.

## Conclusion

Gordian's JOC solutions and services have been refined over the years to minimize the amount of effort required by the facility owner while maximizing its benefits. Together with our construction database, integrated JOC web-based technology, and expert human resources, we have the tools you need. Gordian will customize and support a JOC solution for Region 10 ESC and its JOC Contractors that bring unmatched control with time and money savings.



## Region 10 ESC

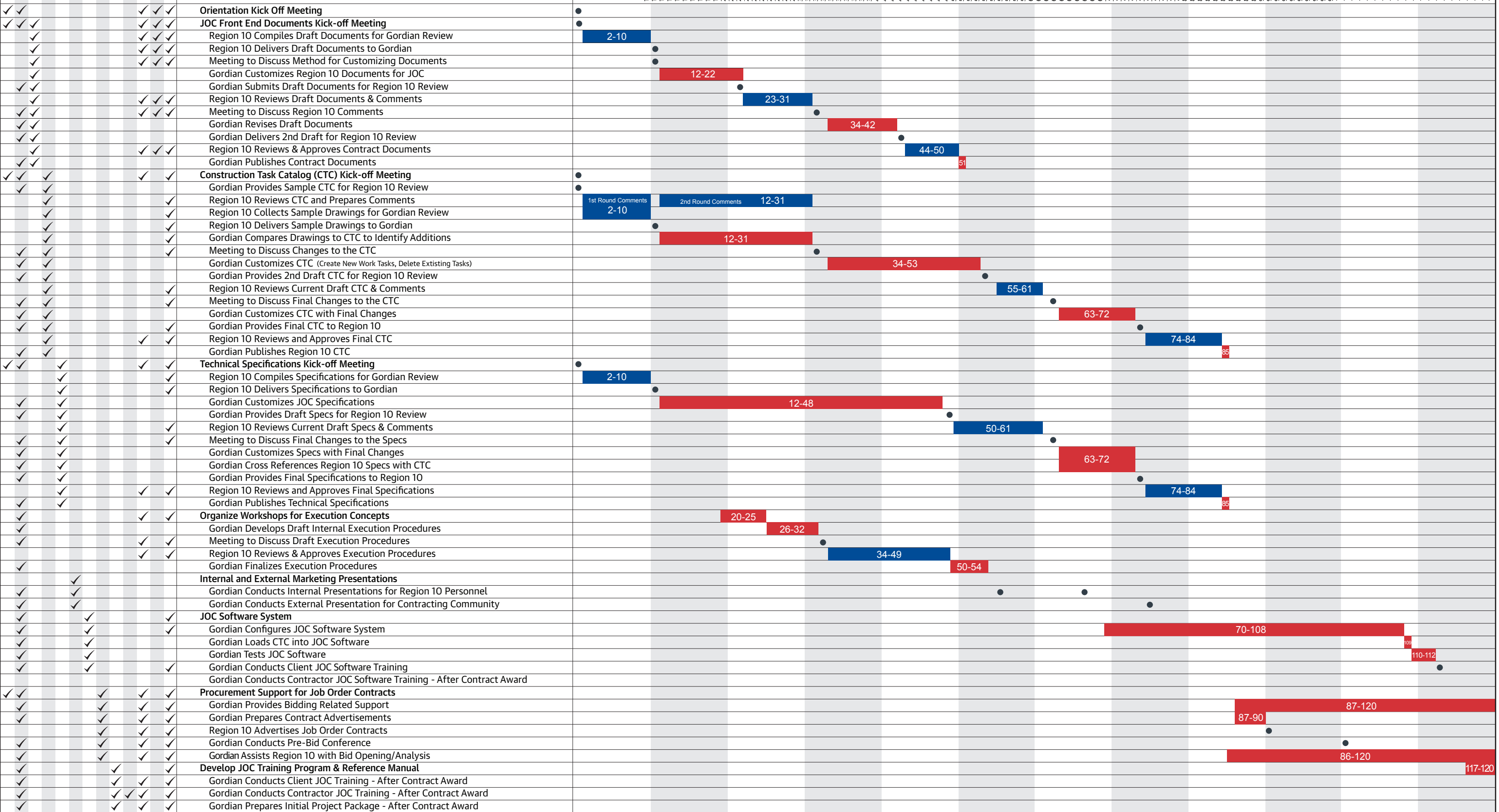
## JOC Program Development and Implementation Schedule

- Meeting
- Gordian Task
- Region 10 Task

# Proposal for Consultant Services for Job Order Contracting (JOC) System

## TASKS

**DAYS**



## Randy Jones

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Regional Director, South Central Region

7 years of employment with Gordian

### Relevant JOC Experience

#### **Gordian**

As the Regional Director, Mr. Jones is responsible for the overall development, implementation and continued support of the Job Order Contracting Program. His duties include directly supervising and training all personnel assigned to the various client accounts.

His previous duties including him serving as Account Executive responsible for the South Central and Four Corner Regions. Mr. Jones ensured that Gordian staff was properly trained and adequately supported so that Gordian staff could consistently engage with clients on a continual basis. He also handled business development including engagements at the legislative level, client retention and the recruiting of new clients. Specifically, his responsibilities include:

- Manage the day-to-day activities of the Gordian team
- Develop the structure of the JOC program
- Manage the preparation of the Construction Task Catalog and Technical Specifications
- Manage configuration of the JOC software
- Prepare and maintain the JOC implementation schedule
- Communicate with the individual departments involved in the JOC process
- Develop marketing and community outreach activities related to JOC
- Conduct the pre-bid conferences
- Oversee implementation of the JOC program
- Overseeing the full development, implementation and support of the JOC program
- Managing the Gordian team that will support the JOC program

### Other Experience

#### **Alpha Building Corporation**

Project Manager for the North Texas area managing projects through the JOC program. Responsible solely for estimating, negotiating, buyout, sub-contracts, scheduling, invoicing and close out. Clients included UT Dallas, Parkland Hospital, UTHSC Tyler.

#### **Royal Sea Construction, Inc.**

Project Manager who managed new construction, ground up projects. Projects included convenience stores, restaurants and retail. Responsible for estimating, negotiations, buyout, sub-contracts, scheduling, project management, invoicing and close out.

#### **Jamail & Smith Construction**

Project Manager responsible for contract execution; bottom line accountability for the entire construction effort to ensure projects are constructed in accordance with the design, budget and schedule. Full authority to commit personnel, supplies, subcontract, and financial resources to accomplish assigned projects. Directed job order planning, estimating, negotiations, execution, and close-out. Provided final approval over all project activities. Directed safety and quality control policies and ensured all required paperwork is completed.

## Ryan Burwell

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### Senior Account Manager

13 years of employment with Gordian

### Education

- B.S., Construction Management, Minnesota State University

### Relevant JOC Experience

#### **Gordian**

As Senior Account Manager, Mr. Burwell is responsible for JOC client management and consulting services for various government, co-op and public agencies. He provides training and education to client and contractor stakeholders, and custom-tailors training sessions to their current needs. He provides Job Order Development and Construction Management Services on an on-needed basis for Owner-managed JOC programs. His duties include but are not limited to coordinating and administering Joint Scope meetings; preparing Detailed Scope of Work; resolving issues with project plans; issuance of RFPs; handling price proposals and performing proposal reviews.

He has previously served as the Lead Account Manager for our national ezlQC Buyboard contract as well as for the State of Texas. Mr. Burwell has extensive experience with estimating, bidding, scheduling and take-offs. He has managed JOC accounts for The Gordian Group for nearly fourteen years.

Prior to joining Gordian, Mr. Burwell had 12 years of experience with excavating contractors where he began his career as a field laborer, worked his way into the estimating arena and then on to project management.

### Other Experience

#### **Dirtwerks Excavating, West Chicago, IL**

As Project Manager, Ryan managed sites in the company's residential, commercial, and industrial work divisions. He also managed field staff for trades in the areas of excavation, asphalt paving and concrete. Ryan gained extensive experience working with estimating bids and take-offs, and professionally managed contract negotiations, plan revisions, budgets and scheduling, to include field work orders and invoicing for the projects he managed.

#### **Belair Excavating, Minneapolis, MN**

Ryan began his career as a Shop Assistant and then a Laborer and Equipment Operator. He learned to assemble documents then developed proficiency with software for bidding, takeoffs and surveying. His dedication led him to a career as an Estimator where he also performed surveys and conducted quantity takeoffs and structural drawings for commercial projects.

## Juan Valadez

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### Account Manager

3 years of employment with Gordian

#### Education

- Management and Leadership II, III, Business Etiquette and Communication, Tarrant County College District

#### Relevant JOC Experience

##### **Gordian**

As the Account Manager, Mr. Valadez responsibilities include day-to-day development, implementation and support of the JOC program. He assists in training staff in the proper execution of the JOC program and use of the JOC information management system, developing project assignments, scope identification, contractor proposal accuracy, and overall contract compliance. Additional duties include assisting the Owner with proposal review and ensuring the use of appropriate line items.

#### Other Experience

##### **Tarrant County College District**

As the Project Manager for Facilities and Real Estate at Tarrant County College District managed up to 20 campus construction projects from development through estimating and completion. Responsible for project development, permitting and construction execution in support of the campus renovations and new construction, utilized JOC and other public procurement and project delivery methods for the college. Prepared and maintained detailed schedules to meet deadlines. Managed multiple projects throughout the college's various campuses with field work oversight to ensure quality and end-user satisfaction. Responsible for all levels of construction with regards to material take-off, specs and line item estimating and proposals.

##### **Odom Construction Services, Hospital Services**

Project Manager responsible for performing as the owner's representative, developed cost-effective plans and schedules for completion of commercial and health care related construction/renovation projects. Selected and coordinated subcontractor work for all phases of construction. Direct report to owners on progress, change orders and budget tracking. Responsible for scheduling and associated costs using QuickBooks accounting software to achieve completion of project within time and monies allocated. Provided on-site supervision and quality control including road construction oversight.

##### **Kona Construction**

As the Superintendent was responsible for the new construction and budget oversight of 250 million for three ski resorts. Provided estimating, scheduling and supervision of 80-day laborers. Reviewed and approved submittals and change orders as well as supervision of all sub-contractors. All work was completed on time and budget.

## Steve Taylor

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### Account Manager

3 years of employment with Gordian

#### Education

- B.B.A., Finance, Texas Tech University

#### Relevant JOC Experience

##### **Gordian**

As the Account Manager, Mr. Taylor's responsibilities include day-to-day development, implementation and support of the JOC programs. He assists in training Client and Contractor staff in the proper execution of their JOC program and use of the JOC information management system, developing project assignments, scope identification, contractor proposal accuracy, and overall contract compliance. Additional duties include assisting the Owner with initial Joint Scope Meetings and proposal review and ensuring the use of appropriate Gordian Construction Task Catalogue line items.

#### Other Relevant Experience

##### **Metacrylics El Paso**

Area Sales and Marketing Coordinator responsible for development and implementation of targeted sales materials, product samples, marketing strategies, client development, and client contract management. Responsible for product inventory levels, distribution, and initial billing/collection. Responsible for individual project material estimations, price determination, deliveries, and client satisfaction.

##### **Tegrity Contractors**

Commercial Construction Sales and Project Manager who identified, bid, and negotiated various projects. Project managed awarded jobs from 'buy out' through 'close out'.

## Carolyn Davis

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### JOC Coordinator

6 years of employment with Gordian

#### Education

- A.A., Marketing, Greenville Technical College

#### Relevant JOC Experience

##### **Gordian**

As a JOC Office Coordinator, Ms. Davis assists and supports the delivery of project management services in the Job Order Contracting program. Her responsibilities include assisting the project managers with Job Order tracking dates and eGordian project-based information, assisting in the preparation of project management tracking reports, preparing invoices, handling correspondence between Gordian and the client, and assisting with project close-out documentation and paperwork.

#### Other Experience

##### **Adecco**

As the Office Manager managed 100% of all day to day business and office employees. Consulted and coordinated on-going client relationships regarding clients' needs, maximizing service levels, encouraging relationship building, providing cost solutions and price negotiations. Reported office financials and order management. Provided oversight, leadership, training, counseling and reviews of office staff. Point of escalation for all HR issues and departments. Point of contact for all outside clients, hiring managers and vendors as well as for all levels of management within the company. Approved invoice/payroll adjustments and client bill-backs. Managed the workers compensation program. Arranged and managed marketing campaigns and networking events. Conducted and oversaw client safety evaluations. Audited all associated and client files. Maintained up to date knowledge of labor and employment laws.

Before becoming the Office Manager for Adecco, was a Recruiter responsible for client relations and account management. Managed sales from the desk, in field and skill marketing. Handled full scale recruiting for a vast variety of industries. Handled all human resource related employee issues. Responsible for accurate and timely entry of personnel actions into the HR information system according to audit guidelines. Compiled, maintained, processed and audited HR related documentation, new hire, transfer and personnel changes. Produced basic reports for company and clients. Conducted new employee orientation. Verified employment and answered questions from outside agencies.

##### **Cleveland Park East Animal Hospital**

As the Receptionist greeted and checked in clients for hospital, grooming and boarding. Maintained schedule for all boarding facilities, two groomers and four doctors. Checked out clients and handled finances. Answered ten-line phone system, scheduled appointments and answered questions. Sold animal health products and had the extensive knowledge regarding the products to do so. Completed office work for doctors and technicians. Handled lab paperwork and certifications. Attended continuing education classes and seminars.

## Louis Patin

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### Vice President of National Programs

13 years of employment with Gordian

#### Education

- B.A., Business Management, USAF/University of Phoenix

#### Relevant JOC Experience

##### **Gordian**

As a Program Development Manager, Mr. Patin is responsible for managing all activities related to developing a client's JOC program, including preparation of customized Contract Documents, Bid Documents, Execution Procedures, Construction Task Catalog and Technical Specifications.

As the Director of national programs, Mr. Patin was responsible for our largest client, the United States Postal Service, Mr. Patin has experience assembling and managing a complex program with significant regulatory measures.

#### Other Experience

##### **Capri Construction/ Comet Electric, Inc.**

Sr. Project Manager responsible for Comet Electric's JOC program and overseeing major design bid build projects ranging from \$500,000 to \$7 million. Duties included managing field crews and subcontractors, assisting with design and engineering, tracking labor and material expenses.

##### **Louco Electric**

Owner responsible for construction projects by planning, organizing, and completing quality inspections. Duties included reviewing and revising blue prints, manage subcontractors, sales and marketing, and all human resource functions.

##### **Vita Electric, Inc.**

Superintendent responsible for completing jobs with budgets ranging from \$75,000 to \$1 million. Duties included managing seven to eight projects at one time, supervise and train thirty apprentices to general electricians, employee performance and revising blue prints.

#### Publications

"A JOC Primer for Developing an Effective Scope of Work" Construction Executive Magazine, (March 2012)



## Kathryn Hilton

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### Vice President, Marketing & Retail Sales

5 years of employment with Gordian

#### Education

- Masters of Business Administration – Marketing Concentration, Terry College of Business, University of Georgia, Athens, GA
- Bachelor of Arts in Communications, Clemson University, Clemson, SC

#### Experience

##### **Gordian**

As Vice President of Marketing and Retail Sales, Kathryn oversees Gordian's marketing and customer experience teams in addition to managing go-to-market efforts for RSMeans data retail sales.

Before her role as Vice President, Kathryn was the Director of Product & Industry Marketing who oversaw all product and industry marketing strategies. Her prior assignment at Gordian was the Product Marketing Manager where she planned and executed strategy for procurement product suite and guided marketing efforts at the industry marketing level.

#### Additional Experience

##### **Southern Tide, Greenville, SC**

Managed overall branding, marketing, PR and e-commerce strategy for wholesale and direct-to-consumer channels. Developed internal marketing department to support all branding needs. Responsible for marketing initiatives for branding, e-commerce, brand ambassador program, retailer support, public relations and marketing tactics.

##### **Crawford Strategy, Greenville, SC**

Responsible for the strategy and execution of marketing and PR plans for clients based on objectives and needs, to include logo development, advertising campaigns, sales collateral, press conferences, and blog management. Managed client service team.

##### **Erwin Penland, Greenville, SC**

Planned and supported go-to-market strategies and communications for new products and services. Managed B2B sales and marketing materials. Concepted, designed and supervised development of digital management systems and marketing materials.

# **PROPOSAL**

## **Section 2**



## OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

**Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:**

☒ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

*(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)*

November 5, 2020

Date



Authorized Signature & Title  
Ammon T. Leshner, VP and General Counsel

## Appendix E: VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of \_\_\_\_\_, by and between \_\_\_\_\_ ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Job Order Contracting (JOC) and Indefinite Quantity Contracting (IQC) Administrative Services ("the products and services").*

### RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

### ARTICLE 1- GENERAL TERMS AND CONDITIONS

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

## **ARTICLE 2- ANTICIPATED TERM OF AGREEMENT**

- ☐ **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- ☐ **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

## **ARTICLE 3- REPRESENTATIONS AND COVENANTS**

**Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members.

**Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

**Respondent's promise:** Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

## **ARTICLE 4- FORMATION OF CONTRACT**

4.1. **Respondent contract documents:** Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.

4.2. **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a “wet signature” by a Region 10 ESC staff member.

4.6. **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, members and employees shall be made party to any claim for breach of such agreement.

## **ARTICLE 5- TERMINATION OF CONTRACT**

5.1. **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service failures:** Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

## **ARTICLE 6- LICENSES**

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Suspension or Debarment:** Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

## **ARTICLE 7- DELIVERY PROVISIONS**

7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.

7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Region 10 ESC member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.



## ARTICLE 8- BILLING AND REPORTING

8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor.

Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

8.3 **Reporting:** Vendor shall electronically provide Equalis Group with a detailed line item monthly report showing the dollar volume of all member product sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis Group offices at [info@equalisgroup.org](mailto:info@equalisgroup.org). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. Fields below marked as \*required indicate a required field. All other fields are preferred, but not required:

Member Data	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
Distributor Data	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
Product Data	Product Category level 1
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3
Spend Data	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ *required

	Admin Fee % <b>*required</b>
	Admin Fee \$ <b>*required</b>

## ARTICLE 9- PRICING

9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in Attachment A. All pricing submitted to Region 10 ESC shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.

9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

## ARTICLE 10- PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

## ARTICLE 11- PROPOSER PRODUCT LINE REQUIREMENTS

11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

## **ARTICLE 12- SITE REQUIREMENTS**

12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

**12.7 Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

## **ARTICLE 13- MISCELENOUS**

**13.1 Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."

**13.2 Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in Equalis Group.

Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

**13.3 Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating members shall be in the jurisdiction of the participating agency.

**13.4 Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

**13.5 Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo

or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

**13.6 Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an “all risk” type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

Certificates of insurance shall be delivered to the participant prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker’s compensation insurance which waives all subrogation rights against the prime contractor and member.

**13.7 Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating member’s release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

**13.8 Legal Obligations:** It is the Respondent’s responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

**13.9 Boycott Certification:** Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. “Boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**13.10 Venue:** All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity

and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]

## CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name

The Gordian Group, Inc.

Address

30 Patewood Drive, Bldg. 2, Suite 350

City/State/Zip

Greenville, SC 29615

Telephone No.

800-874-2291

Fax No.

864-233-9100

Email address

a.lesher@gordian.com

Printed name

Ammon T. Leshner

Position with company

VP and General Counsel

Authorized signature



**Term of contract** January 1, 2021 **to** December 31, 2023

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional four (4) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

  
Region 10 ESC Authorized Agent

1/27/21  
Date

\_\_\_\_\_  
Print Name

**Equalis Group Contract Number** R10-1106A



## **Appendix E - Gordian Contract Exceptions**

### Vendor Contract

**Section 13.6.** Gordian maintains commercial general liability insurance and commercial auto liability insurance. Gordian requires replacement of “comprehensive public liability insurance to include course of construction insurance and automobile liability” with “commercial general liability insurance and commercial automobile insurance”

**JOC System License:** Members’ use of the Gordian’s proprietary materials are governed by its JOC System License. Accordingly, requires incorporation of its JOC System License as an attachment.


**DOC #1 CLEAN AIR AND WATER ACT**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: The Gordian Group, Inc.

Title of Authorized Representative: Vice President, General Counsel

Mailing Address: 30 Patewood Drive, Bldg. 2, Suite 350, Greenville, SC 29615

Signature: 

## DOC #2 DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: The Gordian Group, Inc.

Title of Authorized Representative: Vice President, General Counsel

Mailing Address: 30 Patewood Drive, Bldg. 2, Suite 350, Greenville, SC 29615

Signature: 

### DOC #3 LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Respondent

10/28/2020

Date

## DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

### Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

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### Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

---

### Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



Signature of Respondent

10/26/2020

Date

**DOC #5 ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**VENDOR** The Gordian Group, Inc.

**ADDRESS** 30 Patewood Drive, Bldg, 2

Suite 350

Greenville, SC 29615

**PHONE** 800.874.2291

**FAX** 864.233.9100

**RESPONDANT**



Signature

Ammon T. Lesher

Printed Name

Vice President, General Counsel

Position with Company

**AUTHORIZING OFFICIAL**



Signature

Ammon T. Lesher

Printed Name

Vice President, General Counsel

Position with Company

## **DOC #6 IMPLEMENTATION OF HOUSE BILL 1295**

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

### **Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**DOC #7 BOYCOTT CERTIFICATION**

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**DOC #8 TERRORIST STATE CERTIFICATION**

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

**DOC #9 RESIDENT CERTIFICATION:**

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- ☐ I certify that my company is a "resident Bidder"
- ☒ I certify that my company qualifies as a "nonresident Bidder"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

The Gordian Group, Inc.		30 Patewood Drive, Bldg.2, Suite 350	Com
pany Name		Address	
Greenville,	South Carolina	29615	City
	State	Zip	



## DOC #10 FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Vendor should certify Vendor’s agreement and ability to comply, where applicable, by having Vendor’s authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

### 1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? ATL  
(Initials of Authorized Representative)

### 2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency’s best interest.

Does vendor agree? ATL  
(Initials of Authorized Representative)

### 3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 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 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? ATL  
(Initials of Authorized Representative)

#### **4. Davis-Bacon Act:**

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 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.

Does vendor agree? ATL  
(Initials of Authorized Representative)

#### **5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? ATL  
(Initials of Authorized Representative)

#### **6. Right to Inventions Made Under a Contract or Agreement:**

If the participating agency’s Federal award meets the definition of “funding agreement” under 37 CFR 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 or experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? ATL  
(Initials of Authorized Representative)

**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? ATL  
(Initials of Authorized Representative)

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? ATL  
(Initials of Authorized Representative)

**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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 USC 1352. Each tier must also 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? ATL  
(Initials of Authorized Representative)

**10. Procurement of Recovered Materials:**

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 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.

Does vendor agree? ATL  
(Initials of Authorized Representative)

**11. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? ATL  
(Initials of Authorized Representative)

**12. General Compliance and Cooperation with Participating Agencies:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? ATL  
(Initials of Authorized Representative)


**13. Applicability to Subcontractors**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? ATL  
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

The Gordian Group, INC.  
Company Name

  
Signature of Authorized Company Official

Ammon T. Lesher  
Printed Name

Vice President, General Counsel  
Title

10/26/2020  
Date

**AZ Compliance with Federal and state requirements:** Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

**AZ Compliance with workforce requirements:** Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

**AZ Contractor Employee Work Eligibility:** By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

**AZ Non-Compliance:** All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Registered Sex Offender Restrictions (Arizona):** For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



10/26/2020

Signature of Respondent

Date

**DOC #12 OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** The Gordian Group, Inc.

**Street:** 30 Patewood Drive, Bldg. 2, Suite 350f

**City, State, Zip Code:** Greenville, SC 29615

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.


**OR:**

I Ammon T. Leshner \_\_\_\_\_, an authorized representative of The Gordian Group, Inc. \_\_\_\_\_, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest
TGG Sub Inc.	30 Patewood Drive, Bldg. 2, Suite 350, Greenville, SC 29615	100%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
**Authorized Signature and Title**

10/26/2020  
**Date**

DOC #13 NON-COLLUSION AFFIDAVIT

Company Name:

Street:

City, State, Zip Code:

State of ~~New Jersey~~ South Carolina

County of Greenville

I, Ammon T. Leshner of the Greenville  
Name City

in the County of Greenville, State of South Carolina of full  
age, being duly sworn according to law on my oath depose and say that:

I am the Vice President, General Counsel of the firm of The Gordian Group, Inc.  
Title Company Name

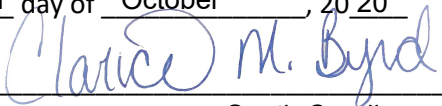
*the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

The Gordian Group, Inc.  
Company Name

  
Authorized Signature & Title

Subscribed and sworn before me

this 26th day of October, 2020  


Notary Public of ~~New Jersey~~ South Carolina  
My commission expires July 23, 2029

SEAL





**Company Name:** The Gordian Group, Inc.  
**Street:** 30 Patewood Drive, Bldg. 2, Suite 350  
**City, State, Zip Code:** Greenville, SC 29615

**Bid Proposal Certification:**

*Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.*

**Required Affirmative Action Evidence:**

*Procurement, Professional & Service Contracts (Exhibit A)*

*Vendors must submit with proposal:*

- |    |   |         |
|----|---|---------|
| 1. | A photo copy of their <u>Federal Letter of Affirmative Action Plan Approval</u> | _____   |
|    | OR  |         |
| 2. | A photo copy of their <u>Certificate of Employee Information Report</u>         | _____ ✓ |
|    | OR  |         |
| 3. | A complete <u>Affirmative Action Employee Information Report (AA302)</u>        | _____   |

**Public Work – Over \$50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form \_\_\_\_\_ ✓  
AA201-A upon receipt from the Harrison Township Board of Education

B. Approved Federal or New Jersey Plan – certificate enclosed \_\_\_\_\_

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

  
\_\_\_\_\_  
**Authorized Signature and Title**

10/26/2020  
**Date**

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

---

Signature of Procurement Agent

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2019** to **15-MAR-2022**



**THE GORDIAN GROUP, INC.**  
**30 PATEWOOD DR., SUITE 350**  
**GREENVILLE SC 29615**

*Elizabeth Maher Muoio*

ELIZABETH MAHER MUOIO  
State Treasurer

**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.**

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html) They will be updated from time-to-time as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used “as-is”, subject to edits as described herein.
  - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

4. any State, county, or municipal committee of a political party
5. any legislative leadership committee\*
6. any continuing political committee (a.k.a., political action committee)
7. any candidate committee of a candidate for, or holder of, an elective office:
  1. of the public entity awarding the contract
  2. of that county in which that public entity is located
  3. of another public entity within that county
  4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

8. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
9. all principals, partners, officers, or directors of the business entity or their spouses
10. any subsidiaries directly or indirectly controlled by the business entity
11. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM


Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

#### Part I – Vendor Information

Vendor Name:	The Gordian Group, Inc.		
Address:	30 Patewood Drive, Bldg. 2, Suite 350		
City:	Greenville	State:	SC Zip: 29615

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

 Ammon T. Lesher VP, General Counsel  
Signature Printed Name Title

#### Part II – Contribution Disclosure N/A

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

## Continuation Page

### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page \_\_\_\_ of \_\_\_\_

Vendor Name:

[illegible]☐ Check here if the information is continued on subsequent page(s)



**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

**County:**

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**

**DOC #16 STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

☐ Partnership

☐ Sole Proprietorship

☐ Limited Liability

☐ Limited Partnership

Partnership

☒ Corporation

☐ Limited Liability


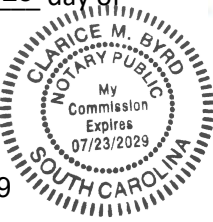
☐ Subchapter S

Corporation

Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: TGG Sub, Inc.	Name:
Home Address: 30 Patewood Dr., Bldg. 2, Suite 350 Greenville, SC 29615	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>28</u> day of <u>October</u> , 20 <u>20</u>	
(Notary Public) <i>Clarice M. Byrd</i>	 (Affiant)
My Commission expires: July 23, 2029	Ammon T. Leshner, VP & General Counsel (Print name & title of affiant)
	(Corporate Seal)

**DOC #17 GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

*Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

☐ We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

# PROPOSAL

## Section 3



## **ATTACHMENT A: Requirements for Lead Agency Agreement To be administered by Equalis Group**

The following exhibits are used in evaluating and administering Lead Agency Agreements and are preferred by Equalis Group. Redlined copies of the exhibits should not be submitted with the response. Should a respondent be recommended for award, these exhibits will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response and submit this page only.**

- ☐ Respondent agrees to all terms and conditions outlined in each of the following exhibits
  - ☒ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in each of the following exhibits. Negotiations will commence after sealed bids are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.
- 
- Equalis Group Exhibit A – EQUALIS GROUP RESPONSE FOR LEAD AGENCY AGREEMENT
  - Equalis Group Exhibit B – EQUALIS GROUP ADMINISTRATION AGREEMENT
  - Equalis Group Exhibit C – EQUALIS GROUP MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
  - Equalis Group Exhibit D – EQUALIS GROUP CONTRACT SALES REPORTING TEMPLATE  
Equalis Group

[www.gordian.com](http://www.gordian.com)  
855.467.9444

30 Patewood Drive, Suite 350  
Greenville, South Carolina 29615

