

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VA 22201

AGREEMENT NO. 16-106-R

THIS RIDER AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between The Gordian Group, Inc of 30 Patewood Drive, Suite 350, Greenville, SC 29615 ("Contractor"), a Georgia Corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

**1. CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement and Exhibit A (National Joint Powers Alliance (NJPA) Contract Number 071415-GGI), incorporated herein by reference), any exhibits or amendments applicable thereto, and Exhibit B "Scope of Work" (collectively, "Contract Documents" or "Contract").

This Agreement rides a competitive procurement process conducted by National Joint Powers Alliance (NJPA). The Contractor desires to extend to the County the same pricing as the Contractor's agreement with National Joint Powers Alliance (NJPA).

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

**1. CONTRACT TERM**

The Contractor's provision of goods for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than 12/01/2016("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

Upon satisfactory performance by the Contractor, and with the concurrence of the Contractor, if National Joint Powers Alliance (NJPA) renews their agreement identified in Exhibit A, the County may elect to renew this Agreement for four (4) additional one (1) year periods. ("Subsequent Contract Term"). However, if National Joint Powers Alliance (NJPA) does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the date of National Joint Powers Alliance (NJPA) contract expiration date.

**3. CONTRACT PRICING**

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit B for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

**4. SCOPE OF WORK**

The Contractor agrees to provide the services described in the Contract Documents. The primary purpose of the Work is to provision of Indefinite Quantity Construction Contracting System and Related Services.

The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

**5. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer"), who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract Documents. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

**6. PAYMENT TERMS**

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

**7. PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained herein with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

#### **8. NON-APPROPRIATION**

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

#### **9. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and sole expense.

#### **10. WARRANTY**

All goods and materials provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at

no expense to Arlington County. The Contractor shall provide evidence of all manufacturers' warranties to the Project Officer at the time of delivery. All goods and materials are also guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance by the County in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

**13. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that these provisions will apply to each subcontractor or vendor.

**14. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

**15. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the

Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 relating to this Contract, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**16. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period, or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, excluding any costs required to be expended by the County to complete the Work covered by the Contract, but including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County

shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

**17. TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The performance of Work under this Contract may be terminated by the County Purchasing Agent, in whole or in part, whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

**18. INDEMNIFICATION**

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to

save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

**19. CONFIDENTIAL INFORMATION**

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a results of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

**20. ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

**21. COUNTY EMPLOYEES**

No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

**22. FORCE MAJEURE**

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control

of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

**23. AUTHORITY TO TRANSACT BUSINESS**

The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

**24. RELATION TO THE COUNTY**

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

**25. ANTITRUST**

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods purchased or acquired by the County under this Contract.

**26. AUDIT**

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request at Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must reimburse the County for the overcharges and for the reasonable costs of the County's examination; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice, and the Contractor must not dispose of the documents if the County objects.

**27. ASSIGNMENT**

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County, such consent not to be unreasonably withheld.

**28. AMENDMENTS**



Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

**29. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

**30. DISPUTE RESOLUTION**

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

**31. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

**32. ARBITRATION**

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

**33. NONEXCLUSIVITY OF REMEDIES**

All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

**34. NO WAIVER**

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

**35. SEVERABILITY**

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this

Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

**36. NO WAIVER OF SOVEREIGN IMMUNITY**

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

**37. SURVIVAL OF TERMS**

In addition to the numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; AUDIT; WARRANTY; AND CONFIDENTIAL INFORMATION.

**38. HEADINGS**

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

**39. AMBIGUITIES**

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**40. NOTICES**

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO THE CONTRACTOR:**  
Ammon T. Leshner, Vice President of Legal Affairs  
30 Patewood Drive, Bldg. 2, Suite 350  
Greenville, South Carolina 29615

AND

Michael Bevis, Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

**41. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

#### **42. INSURANCE REQUIREMENTS**

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.
- f. Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- h. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self insurance

component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

AUTHORIZED  
SIGNATURE:



NAME AND TITLE: MICHAEL BEVIS  
PURCHASING AGENT

DATE:

11/23/15

THE GORDIAN GROUP INC

AUTHORIZED  
SIGNATURE:



NAME AND TITLE: AMMON T. LESHER  
Vice President of Legal Affairs

DATE:

11/20/15

**ARLINGTON COUNTY AGREEMENT 16-106  
EXHIBIT B**

**SCOPE OF WORK**

**TO DESIGN, IMPLEMENT AND MAINTAIN  
A JOB ORDER CONTRACTING PROGRAM**

**I. BACKGROUND**

The Contractor shall provide services related to the development, implementation and support of a Job Order Contracting ("JOC") program (the "Services") in accordance with the terms and conditions set forth in the Contract Documents .

The Contractor shall provide JOC Complete Solution<sup>®</sup> services for the development, implementation and support of the JOC program described herein, and in accordance with the terms, conditions and pricing specified in The Contractor's contract with NJPA ("NJPA Contract").

The County may conduct a joint procurement pursuant to Va. Code § 2.2-4304 for JOC and if so intends to implement the JOC program on behalf of itself and authorized public bodies that will participate in the joint procurement ("Purchasers").

**II. JOC SYSTEM LICENSE**

The Contractor hereby grants to County, and the County hereby accepts from Contractor for the term of this Agreement, a non-exclusive right, privilege and license to the Contractor's Job Order Contracting System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of operating the County's Job Order Contracting program. The parties hereby agree that Proprietary Information shall include, but is not limited to, eGordian<sup>®</sup> applications and support documentation, Construction Task Catalog<sup>®</sup> (also commonly referred to as a unit price book), training materials and any other proprietary materials provided by the Contractor. In the event this Agreement expires or terminates as provided herein, this JOC System License shall terminate and County shall return to the Contractor all Proprietary Information in the County's possession.

The County acknowledges that disclosure of Proprietary Information will result in irreparable harm to the Contractor 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 Contractor. County further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of the Contractor 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 County, subject to federal and state laws related to public records disclosure.

Upon expiration or termination of this Agreement as provided herein, the Contractor shall provide to the County all project data generated by the County in a form accessible by a standard database program, such as Microsoft<sup>®</sup> Access<sup>®</sup>.

The Contractor agrees to grant a license to each contractor that is awarded a JOC contract by the County, provided the JOC contractor agrees to pay any contractor license fees in effect when the County awards the contract, and provided the County includes licensing language in the JOC contract similar in form to this JOC System License.

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

### **III. CONTRACTOR DUTIES AND RESPONSIBILITIES**

The Contractor will perform the duties and responsibilities specified in Section 3 of the NJPA Contract to complete the JOC Complete Solution<sup>®</sup> Services. A summary of the JOC Complete Solution<sup>®</sup> Services is as follows:

1. The Contractor will provide knowledgeable staff that will be responsible for the development, implementation and support of the County's JOC program. This staff will report directly to the County and will be available to assist the County with any JOC related issues.
2. The Contractor will be responsible for conducting the activities necessary for establishing the structure of the County's JOC program. Responsibilities include determining the number, type and size of the JOC contracts needed, preparing the County-specific Execution Procedures that will be used to execute the JOC program and coordinating the Execution Procedures with the requirements of Purchasers that may procure construction from County's JOC contracts.
3. The Contractor will be responsible for providing assistance to Purchasers to ensure that any procurement of construction through the County's JOC contracts complies with each Purchasers ordinances and/or procurement regulations.
4. The Contractor will be responsible for preparing a draft JOC program Contract and General Conditions, Bid Documents and Technical Specifications for County review and approval, and for providing a locally-priced customized Construction Task Catalog<sup>®</sup> for each JOC contract procured by County.
5. The Contractor will be responsible for providing a license for an unlimited number of the County and JOC contractor users to access the Contractor's JOC System, which includes but is not limited to, the eGordian<sup>®</sup> JOC information management applications and Construction Task Catalog<sup>®</sup>. eGordian<sup>®</sup> will be capable of generating the JOC documents including contractor Price Proposals, independent cost estimates, Job Orders and management reports and forms.
6. The Contractor will be responsible for marketing the JOC program by informing County and potential Purchasers about JOC, conducting pre-bid seminars for the JOC construction contractors, and assisting with County's procurement of the JOC contracts.

7. The Contractor will be responsible for developing and conducting a comprehensive JOC educational program for County and potential Purchasers. Contractor will be responsible for developing and conducting a comprehensive training program for JOC contractor staff.
8. The Contractor will be responsible for assisting in the execution of the JOC program by performing Job Order development services. For each Job Order, Contractor staff will:
  - i. Assist the County or Purchaser in scheduling, planning and conducting a Joint Scope Meeting to determine the scope of the work.
  - ii. Assist the County or Purchaser is developing the Detailed Scope of Work that describes the work the JOC contractor will perform. Contractor will also assist with resolving issues when project plans and actual site conditions vary.
  - iii. Upon approval of the Detailed Scope of Work by County or Purchaser, Contractor will request a Price Proposal from the JOC contractor.
  - iv. The Contractor will review the Price Proposal submitted by the JOC contractor to ensure the appropriate tasks and quantities are included, and direct the JOC contractor to make any required changes. The Contractor shall also obtain any County or Purchaser required information submitted by the JOC contractor such as construction schedule and a list of subcontractors. The Contractor shall submit the Price Proposal and related documents to the County or Purchaser for approval.
  - v. Upon approval of the Price Proposal, the County or Purchaser may issue a purchase order to the JOC contractor to complete the Detailed Scope of Work according to the approved construction schedule.
9. The Contractor will be responsible for providing comprehensive JOC follow-on support to County for the term of this Agreement. The Contractor will monitor the overall program and prepare any status reports required by County. Support services will include, but are not limited to, unlimited toll-free software support, updating for new JOC contracts the Construction Task Catalog<sup>®</sup>, Technical Specifications, Contract and General Conditions and Bid Documents, providing procurement assistance for new JOC contracts, providing training for new County and JOC construction contractor staff, and preparing customized forms and reports requested by County.
10. To facilitate potential Purchasers' utilization of the County's JOC contracts, Contractor shall include language in the JOC contracts that: (1) instructs the JOC contractors to include a License Fee of Five and Twenty-Five Hundredths Percent (5.25%) in a competitively-bid adjustment factor to be applied to joint purchases made by Purchasers; and (2) requires the JOC contractors to remit to the Contractor the License Fee and Contractor License Fee, as described below, within five (5) days of receiving payment from the Purchaser.

In the event of a conflict or discrepancy between the summary of duties and responsibilities set forth above and the services described in Section 9 of the NJPA Contract, the descriptions contained herein shall take

precedence.

#### IV. ADDITIONAL SERVICES

The County or any Purchaser may elect to receive any of the services set forth in the NJPA Contract, including construction management services, for the same terms and conditions set forth therein. County or Purchaser may, from time to time, request changes in the services to be performed by the Contractor ("Additional Services"). No such change, including any increase or decrease in the compensation amount, which shall be mutually agreed upon by the County and the Contractor, shall be effective and enforceable until and unless a written amendment to this Agreement has been executed by the parties and attached hereto.

#### V. COUNTY DUTIES AND RESPONSIBILITIES

The County will assume the following duties and responsibilities:

1. The County shall review all documentation and requests for information submitted by Contractor in a timely manner.
2. The County shall provide full information regarding requirements for the JOC program, including but not limited to, facilities lists, current County procedures, programs, technical specifications and bidding information.
3. The County shall designate, in writing, a representative who shall render or obtain decisions pertaining to the JOC program in a timely manner.
4. The County shall, if requested by the Contractor based on the volume of work required, provide work space and access to the Internet, copiers, printers, facsimile machines, and local telephone service for use by Contractor's on-site staff.
5. The County shall be responsible for reproduction of the Construction Task Catalog<sup>®</sup>, Technical Specifications, Contract and General Conditions, Instructions to Bidders and Bid Forms, including the bid packages distributed to construction contractors.

#### VI. JOC SYSTEM LICENSE FEE

The Contractor shall be paid a JOC System License Fee ("License Fee") according to the following schedule:

County License Fee – the County shall pay the Contractor a License Fee equal to five percent (5.00%) of the value of the work ordered.

JOC Contractor License Fee – The JOC contractor shall pay the Contractor a License Fee equal to one percent (1%) of the value of the work ordered.



The License Fee shall be payable when a Job Order is issued to the JOC contractor.

Purchaser License Fee – the Purchaser shall pay the Contractor the License Fee set forth in Article III, Para. 10.

**ARLINGTON COUNTY AGREEMENT 16-106  
EXHIBIT B**

**SCOPE OF WORK**

**TO DESIGN, IMPLEMENT AND MAINTAIN  
A JOB ORDER CONTRACTING PROGRAM**

**I. BACKGROUND**

The Contractor shall provide services related to the development, implementation and support of a Job Order Contracting ("JOC") program (the "Services") in accordance with the terms and conditions set forth in the Contract Documents .

The Contractor shall provide JOC Complete Solution<sup>®</sup> services for the development, implementation and support of the JOC program described herein, and in accordance with the terms, conditions and pricing specified in The Contractor's contract with NJPA ("NJPA Contract").

The County may conduct a joint procurement pursuant to Va. Code § 2.2-4304 for JOC and if so intends to implement the JOC program on behalf of itself and authorized public bodies that will participate in the joint procurement ("Purchasers").

**II. JOC SYSTEM LICENSE**

The Contractor hereby grants to County, and the County hereby accepts from Contractor for the term of this Agreement, a non-exclusive right, privilege and license to the Contractor's Job Order Contracting System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of operating the County's Job Order Contracting program. The parties hereby agree that Proprietary Information shall include, but is not limited to, eGordian<sup>®</sup> applications and support documentation, Construction Task Catalog<sup>®</sup> (also commonly referred to as a unit price book), training materials and any other proprietary materials provided by the Contractor. In the event this Agreement expires or terminates as provided herein, this JOC System License shall terminate and County shall return to the Contractor all Proprietary Information in the County's possession.

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The Contractor agrees to grant a license to each contractor that is awarded a JOC contract by the County, provided the JOC contractor agrees to pay any contractor license fees in effect when the County awards the contract, and provided the County includes licensing language in the JOC contract similar in form to this JOC System License.

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

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precedence.

#### **IV. ADDITIONAL SERVICES**

The County or any Purchaser may elect to receive any of the services set forth in the NJPA Contract, including construction management services, for the same terms and conditions set forth therein. County or Purchaser may, from time to time, request changes in the services to be performed by the Contractor (“Additional Services”). No such change, including any increase or decrease in the compensation amount, which shall be mutually agreed upon by the County and the Contractor, shall be effective and enforceable until and unless a written amendment to this Agreement has been executed by the parties and attached hereto.

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The County will assume the following duties and responsibilities:

1. The County shall review all documentation and requests for information submitted by Contractor in a timely manner.
2. The County shall provide full information regarding requirements for the JOC program, including but not limited to, facilities lists, current County procedures, programs, technical specifications and bidding information.
3. The County shall designate, in writing, a representative who shall render or obtain decisions pertaining to the JOC program in a timely manner.
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The License Fee shall be payable when a Job Order is issued to the JOC contractor.

Purchaser License Fee – the Purchaser shall pay the Contractor the License Fee set forth in Article III, Para. 10.

Contract Award  
RFP 071415

FORM D



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

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

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

Company Address: 30 Patewood Drive, Suite 350

City: Greenville State: SC Zip: 29615

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

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



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA|070715| INDEFINITE QUANTITY CONSTRUCTION CONTRACTING SYSTEMS AND RELATED SERVICES

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

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

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

National Joint Powers Alliance® (NJPA)  
NJPA Authorized signature: [Signature] Dr. Chad Coauette  
NJPA Executive Director (Name printed or typed)

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

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

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

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

Vendor Name The Gordian Group, Inc.

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

Title: Vice President, Legal Affairs

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



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

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



July 24, 2015

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

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

Dear Mr. Yahn:

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

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

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

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



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

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

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

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

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

Sincerely,



Ammon T. Lesher  
Vice President of Legal Affairs

# Company Information

## Form A

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

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

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

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

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

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

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

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

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

The Gordian Group, Inc.

30 Patewood Drive, Suite 350  
Greenville, SC 29615

FEIN: 58-1900371

(800) 874-2291

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

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

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

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

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

No.

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

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

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



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

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



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

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

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

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

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

7. **We are accountable.**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

Not Applicable.

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

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

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

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





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

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

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

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

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



# Company Information

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

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



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

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

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



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

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

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

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

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

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

John Shea  
Chief Executive Officer  
(718) 349-5410

2. **United States Postal Service**

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

3. **The City of Chicago**

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

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

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

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

Annual Revenue for the past 3 years:

2012 - \$4,239,244.66

2013 - \$5,594,148.72



2014 - \$6,891,487.69

## 2. National Joint Powers Alliance, Nationwide

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

Annual Revenue for the past 3 years:

2012 - \$2,772,996.37

2013 - \$5,197,648.73

2014 - \$8,094,132.86

## 3. United States Postal Service, Nationwide

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

Annual Revenue for the past 3 years:

2012 - \$2,962,973.64

2013 - \$2,453,065.10

2014 - \$1,731,986.92

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

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

Annual Revenue for the past 3 years:

2012 - \$2,409,081.33

2013 - \$1,488,034.48

2014 - \$1,592,573.98

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

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

Annual Revenue for the past 3 years:

2012 - \$878,440

2013 - \$954,930

2014 - \$1,336,646

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

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

Vertical	Sales	Percentage of Overall Sales
Education	\$33,723,505	29.5%
Government	\$80,409,615	70.5%

# Proposer's Ability

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

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

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

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

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

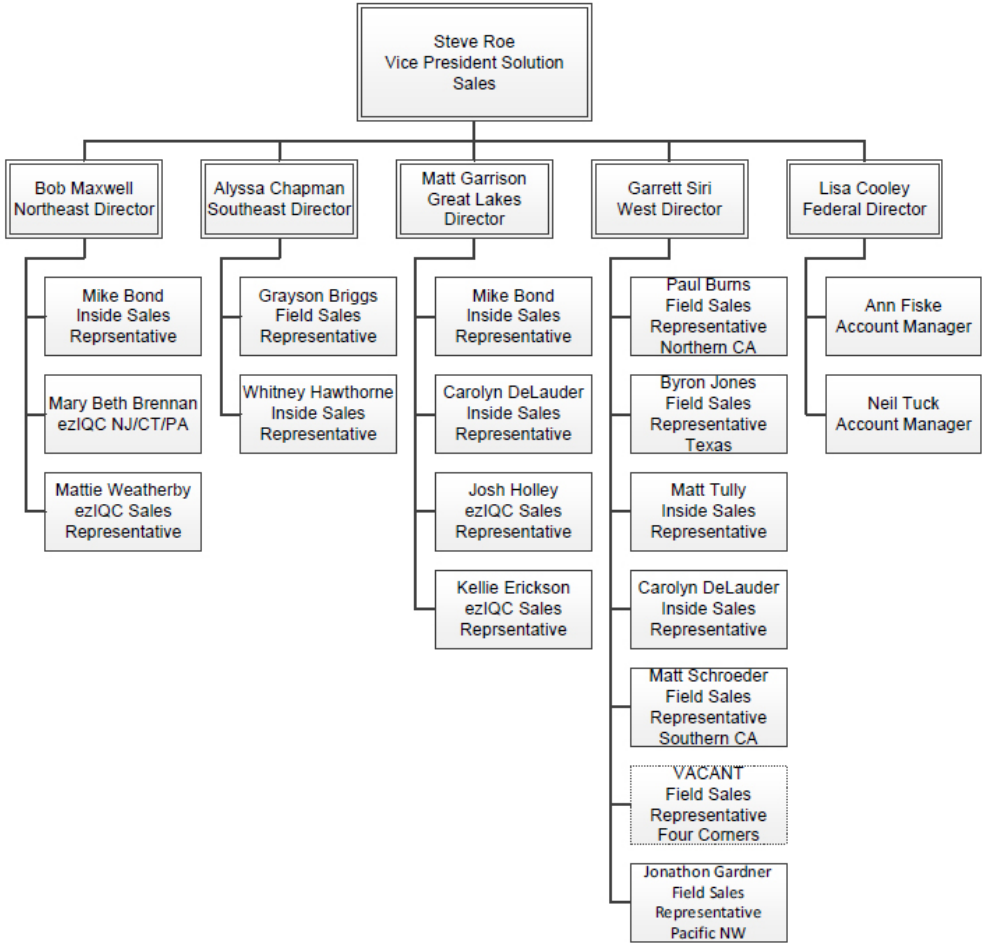
Matthew Garrison serves as the Great Lakes Director of Sales, where he is responsible for serving a seven state region that includes Illinois, Indiana, Ohio and Michigan. Mr. Garrison previously served as an account manager for Gordian in the Chicago area, and has a complete understanding of the value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

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

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

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

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



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

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



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

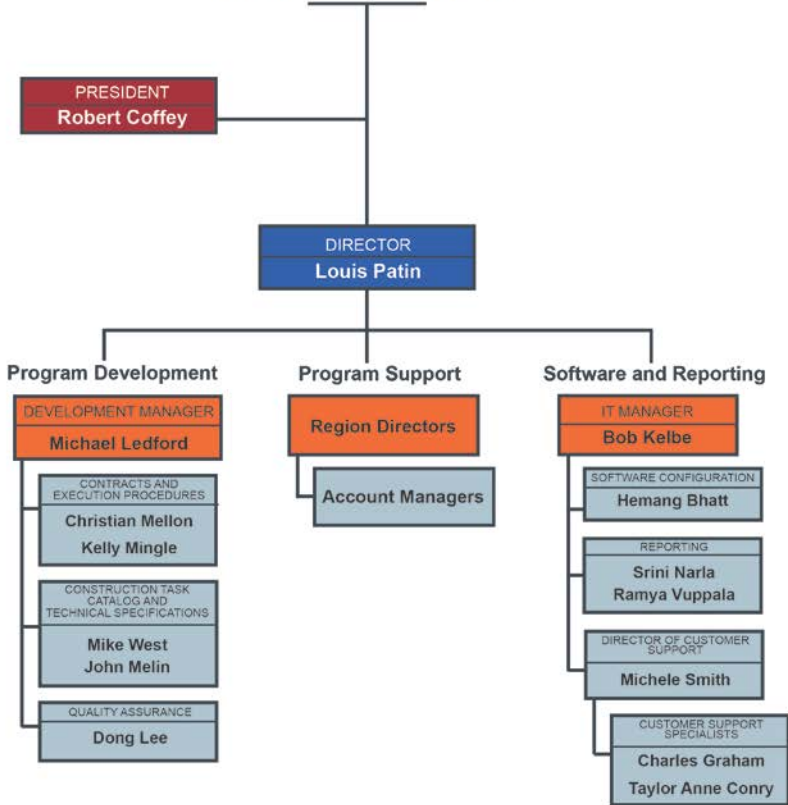
20. Please describe your dedicated dealer network and number of individuals sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated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

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

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

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





## Executives

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

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

## Program Development

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

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

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

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

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

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

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

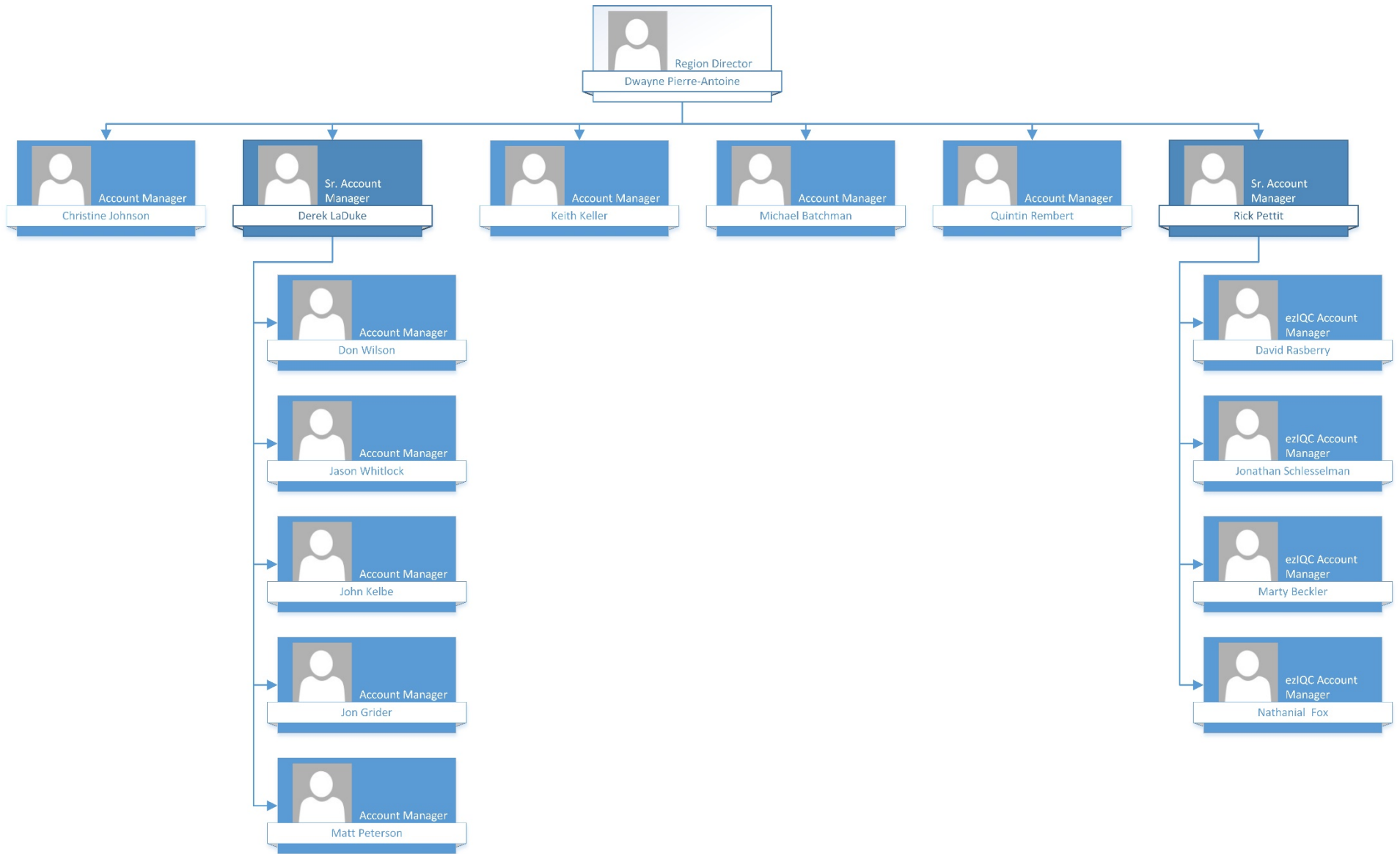
**John Melin, Jr.** will serve as the Senior Cost Estimator and report directly to Mr. West. Mr. Melin is a certified cost estimator with over 19 years of experience developing Construction Task Catalogs for both DOD and public owner JOC programs. Mr. Melin's primary responsibility will be to add tasks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

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

## Program Support

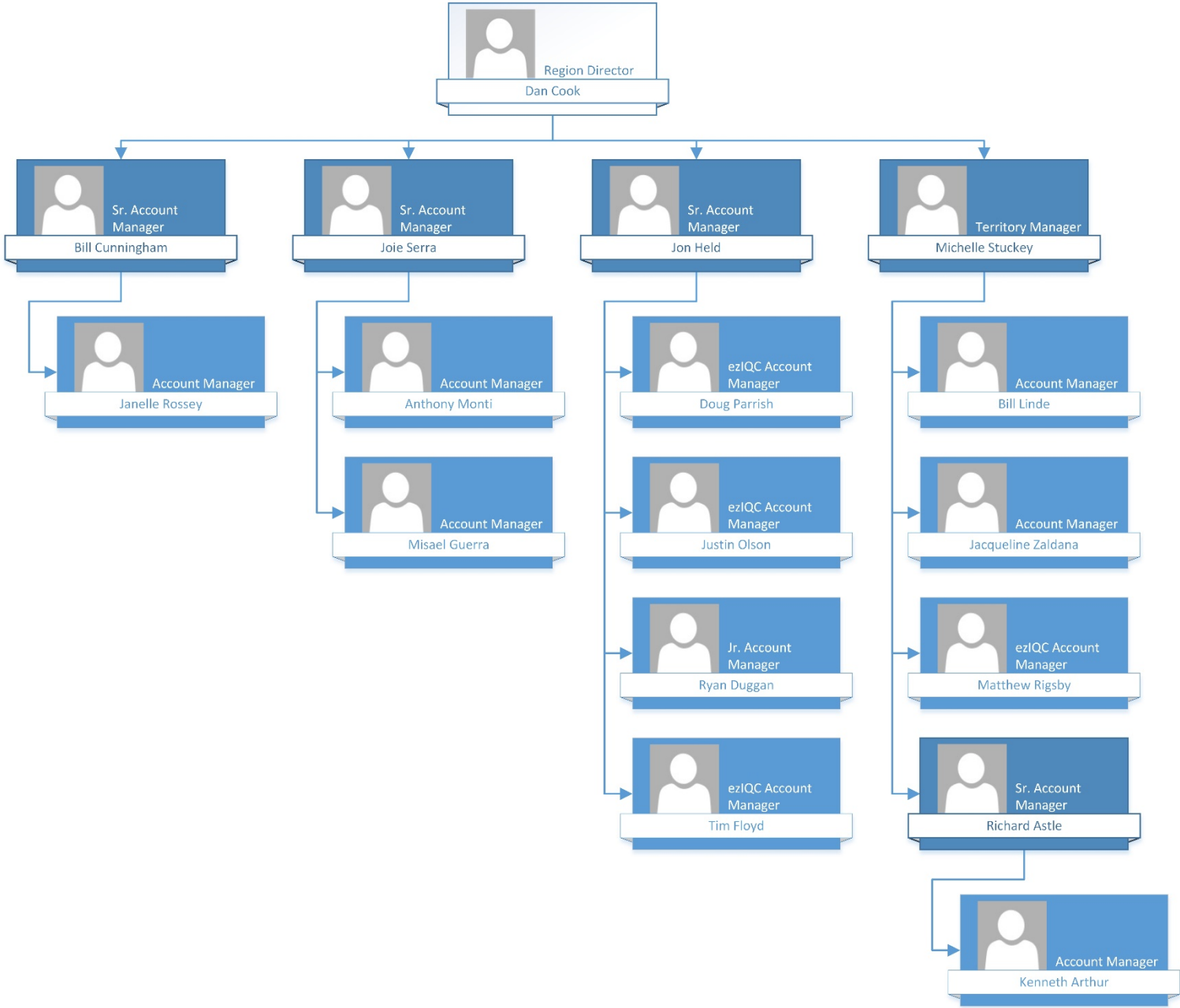
The NJPA eziQC program, and any JOC solutions procured by NJPA members via a piggyback of the NJPA contract, will be supported by our nationwide operations staff, which includes Region Directors, Territory Managers, Sr. Account Managers and Account Managers. Gordian's Region Directors oversee the development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

# GREAT LAKES REGION

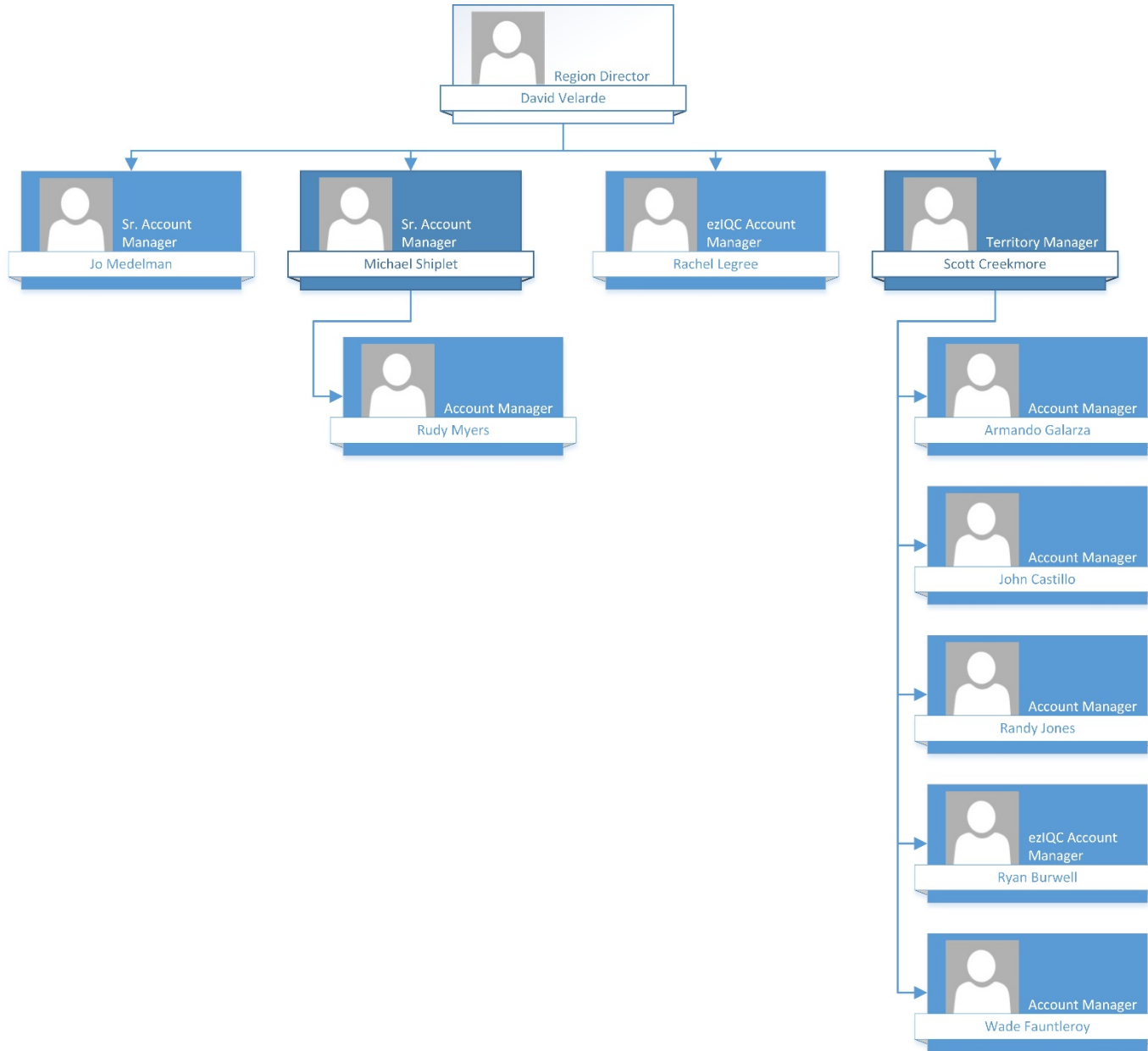




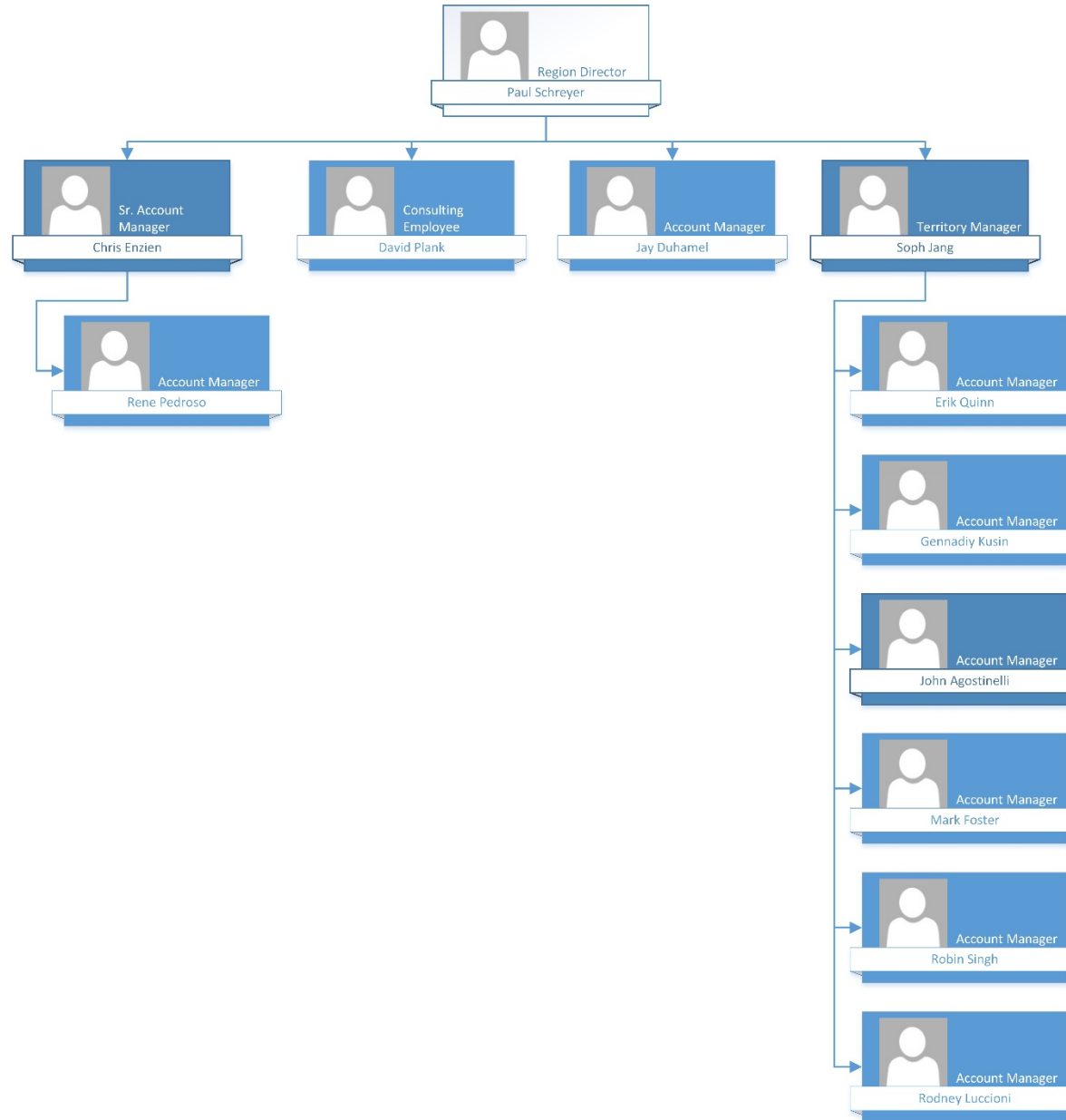
# SOUTHEAST REGION



# MOUNTAIN REGION

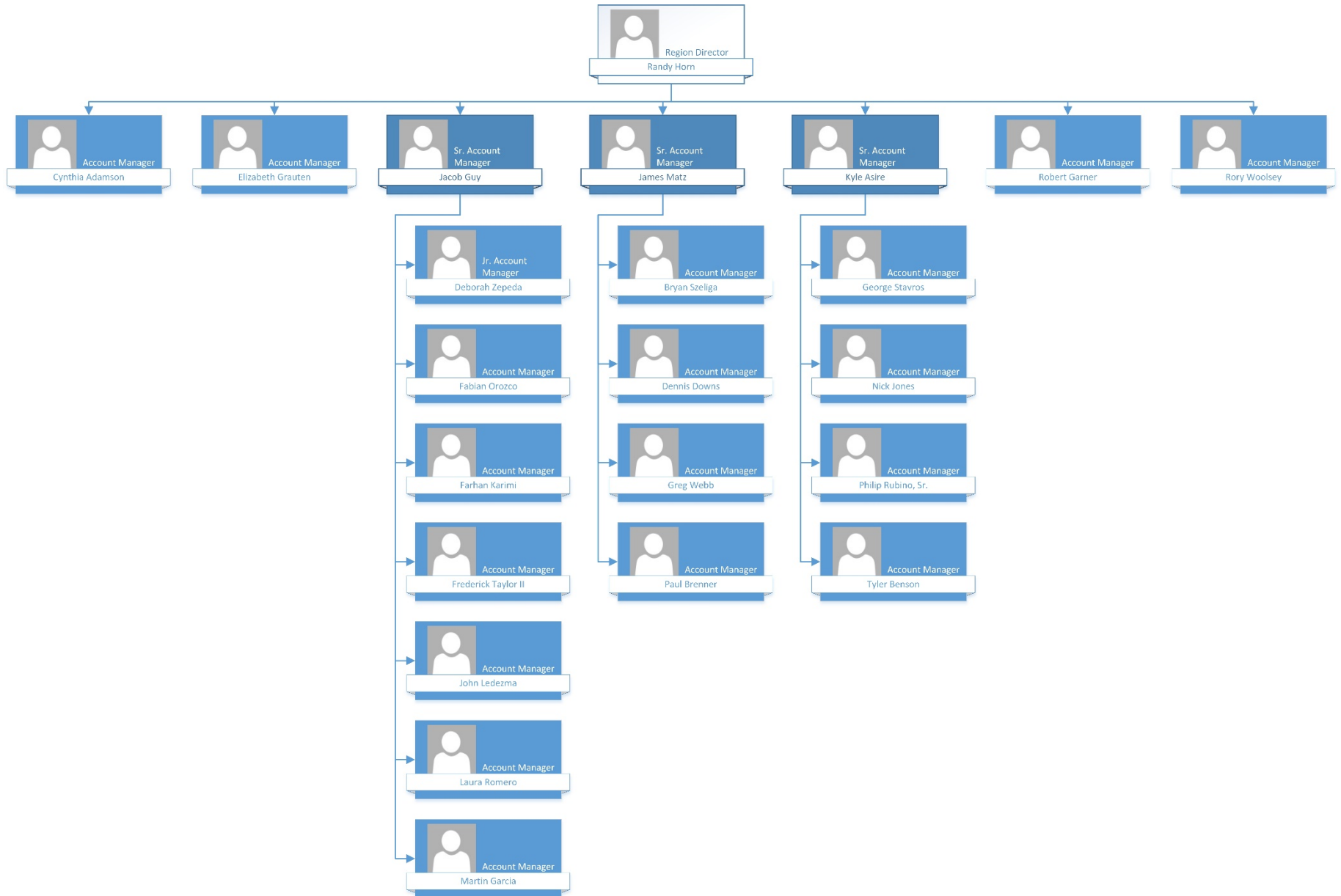


# NORTHEAST REGION





# WESTERN REGION



## Software and Reporting

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Within 24 hours.

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

Within 24 hours

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

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

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

**GORDIAN** Apps Tools ezIQC® Videos

**GORDIAN** ezIQC

**New Project**

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

Contact Us: [Phone] [Email]

About Us: ezIQC

**How Can We Help You?**

Contractor Selection  No Preference

**Project Location**

Address 1  
Address 2  
City

Project Management Services  Please Include  Not Necessary [Read More](#)

Description of Work to be Performed

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

24/7 Emergency Response Needed... [Read More](#)

State/Location

Zip

First Name

Last Name

E-mail

Your E-mail (if different from above)

Phone Number

Organization

Which of the following describes your organization?  Public  Non-Profit  Private

How did you hear about us?

**Send To ezIQC Expert**

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

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

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

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

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

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

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

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

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





# Marketing Plan

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

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

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

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

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

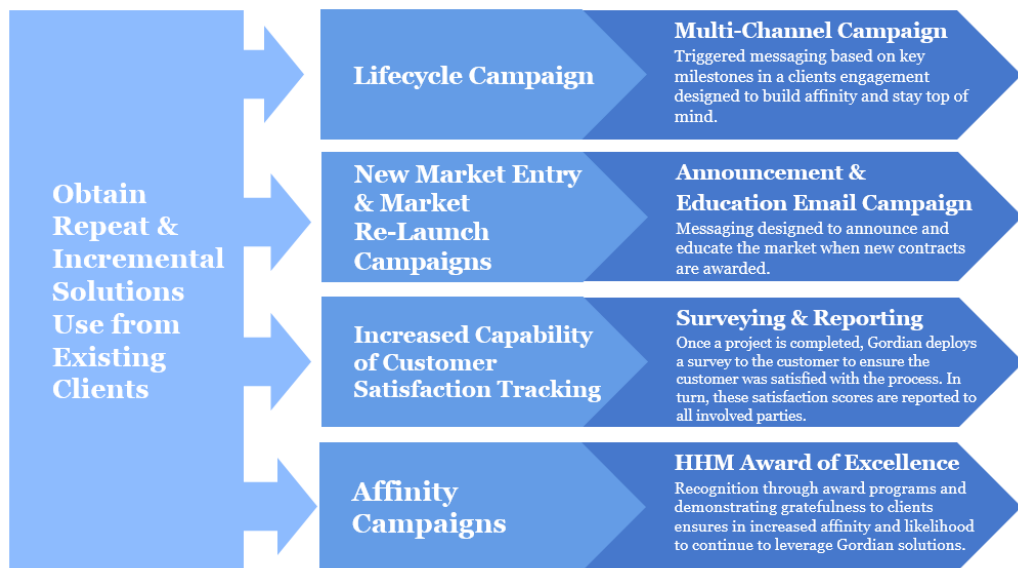
- Technical training (CTC® & eGordian®) usually in the contractor's office;
- Field Sales accompaniment on three sales calls as a demonstration,
- Providing custom sales collateral for those interested contractors,

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

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

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

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



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



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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

that would separate you from other companies in your industry.

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

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

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

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

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

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

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

# Other Cooperative Procurement Contracts

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

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

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

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

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

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

1. NJPA - \$158,325,684.17
2. BuyBoard - \$7,014,784.50
3. Capital Region Council of Governments - \$5,834,397.65
4. Keystone Purchasing Network - \$13,827,984.91
5. Middlesex Regional Educational Services Commission - \$3,350,432.32
6. Arizona Department of Administration - \$19,469,424.10
7. Utah Division of Purchasing - \$7,431,763.62
8. Cooperative Educational Services - \$16,023,488.91

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

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

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

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

\$3,107,414.34

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

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

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

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





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

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

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

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



# Value Added

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

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

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

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

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

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

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

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

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

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

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

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

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

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

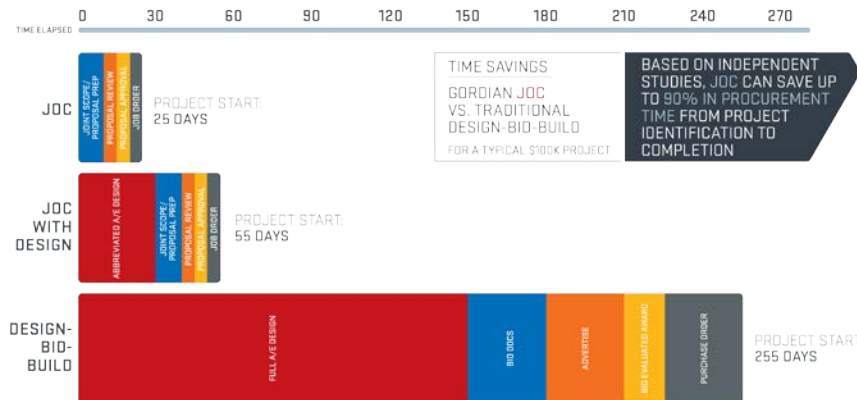


We are confident that NJPA and its Members, assisted by The Gordian Group's products and services, will have significant participation by M/W/SB's in your JOC program. Although the name of the program for each of clients varies, such as M/WBE, DBE, M/W/SBE, etc., the goal is similar. Participation reported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

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

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

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





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

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

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

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

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

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

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

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

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

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

#### Construction Cost Database

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

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



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

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

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

#### Software & Technology

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



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

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

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



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

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

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

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

#### Human Resources

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



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

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





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

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

### Process

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

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

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

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

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

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

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

# Payment Terms and Financing Options

## 1. Identify your payment terms if applicable.

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

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

Not applicable.

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

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

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

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

# Warranty

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

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

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

Not applicable.

7. Do warranties impose usage limit restrictions?

Not applicable.

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

Not applicable.

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

Not applicable.

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

Not applicable.



# Equipment/Product/Services, Pricing and Delivery

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

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

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

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

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

## ezIQC

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



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



its standard purchasing form. Then, the Member manages the construction and close-out of the project according to its standard internal procedures.

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

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

## Program Implementation

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

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

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

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

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

- **Project Initiation**

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

- **Project Development**

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

- **MBE/WBE Compliance Procedures**

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

- **Permit Procedures**

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

- **Project Review and Approval**

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

- **Construction Inspection and Acceptance**

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

- **Project Close Out Procedures**

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

- **Payment Policy and Process**

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

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



## Construction Task Catalog

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

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

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

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

<b>Exterior Improvements</b>		<b>32</b>
Bases, Ballasts, And Paving		32 10
Unit Paving		32 14

MINOR	CSI	UOM	DESCRIPTION	TOTAL DIRECT UNIT COST	DEMOLITION UNIT COST
<div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> <div style="border: 1px solid black; padding: 5px; background-color: #f00; color: white;">CSI MASTERFORMAT</div> <div style="border: 1px solid black; padding: 5px; background-color: #f00; color: white;">FULL DESCRIPTION OF TASK</div> <div style="border: 1px solid black; padding: 5px; background-color: #f00; color: white;">PRICE INCLUDES LABOR, MATERIAL + EQUIPMENT FOR YOUR LOCATION</div> <div style="border: 1px solid black; padding: 5px; background-color: #f00; color: white;">DEMOLITION PRICE</div> </div>					
<b>32 16</b>			<b>Curbs, Gutters, Sidewalks, And Driveways</b> (02 10)		
32 16 13			<b>Curbs And Gutters</b> (02 10)		
<small>Note: Includes transit. Demolition includes two saw cuts (each end) of curbs and gutters for lengths up to 100'. See CSI section 02 41 19 13-0043 for additional saw cuts within the 100'.</small>					
32 16 13 13			<b>Cast-In-Place Concrete Curbs And Gutters</b> (02 14 13)		
<small>Note: Includes concrete, forms, rebar, chairs (where necessary), expansion joints.</small>					
32 16 13 13-0001			<b>Concrete Curb, Cast In Place</b> (02 14 13 13)		
<small>Note: Includes delivered concrete, forms, rebar, chairs (where necessary), expansion joints, finish and curing.</small>					
32 16 13 13-0002	LF		6" X 12" Cast In Place Concrete Curb	7.18	3.23
				4.03	
For Up To 20, Add				2.27	
For >20 To 50, Add				0.88	
For >50 To 100, Add				-0.88	
For >500 To 1,000, Deduct				-1.50	
For >1,000, Deduct					
32 16 13 13-0003	LF		6" X 12" Cast In Place Concrete Curb - Radius	8.18	3.72
				4.63	
For Up To 20, Add				2.61	
For >20 To 50, Add				1.01	
For >50 To 100, Add				-1.01	
For >500 To 1,000, Deduct				-1.72	
For >1,000, Deduct					



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

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

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



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

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



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

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

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

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

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



### Benefits of a Gordian Group JOC

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

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

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

### Technical Specifications

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

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

**The Gordian Group recognizes that each client is unique and has proven that the best JOC results are achieved when a program is tailored to fit the client's requirements. We know that success depends on the quality of the Contract Documents.** To reach the highest level of success in efficiency, client control and cost savings, NJPA JOC program must have documents prepared and customized specifically for your use. We have successfully developed, implemented and support more than 200 custom JOC programs. **The Gordian Group is proposing to completely prepare all of the Job Order Contract Documents for NJPA** including the Construction Task Catalog and Technical Specifications described above, and the



Contract and General Conditions and Bid Documents described below. No other firm provides this level of service.

## Contract and General Conditions

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

## Bid Documents

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

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

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

## Software

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

**Our JOC information management software is the most comprehensive and most widely used software available and the only software designed to manage administration of the entire JOC process.** eGordian was developed by The



Gordian Group with in-house employees for the sole purpose of administering a JOC program. Designed to streamline the JOC process, eGordian is both simple to use and easy to learn.

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

eGordian is the culmination of over 25 years of JOC software experience. The software has over 20 individual modules that are used to track and report on Job Orders. The primary modules are for Price Proposal development and review, but others include the ability to manage budgets, contractor evaluations, invoices, logs, meetings, submittals, tracking dates and more. The Gordian Group will work with NJPA to develop the program and infrastructure procedures and administration processes necessary for success. Our implementation experts are experienced with working with information system professionals in coordinating all aspects of the system software. In fact, the information technology representative at the Water Reclamation District of Greater Chicago said this about our team:

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

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

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

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

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

- **Import/Export:** ability to import data from other systems and export in almost any format.
- **Support and Maintenance:** unlimited support and maintenance.



- **Updates:** no user action required.
- **Hardware Requirements:** any computer connected to the Internet.
- **Construction Information:** agreements with BNI Publishing to provide construction information electronically in eGordian.
- **Features and Components:** more features and components and management capability than any other software package.
- **Architecture:** Built with Microsoft's .NET development tool utilizing Microsoft's SQL Server as the database.

## Security

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

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

## Ease of Use

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

## Flexible

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

## Expandable

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

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

Showing 1 to 10 of 10 entries

## Import/Export

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

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

## Software Support and Maintenance

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

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

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



## Updates

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

## Hardware Requirements

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

## Features and Components

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

- **Project**

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

- **Job Order**

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

- **Budget**

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

- **Location**

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

- **People**

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

- **Meeting**

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

- **Cost Estimate**

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

- **Price Proposal**

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

- **Proposal Review**

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

- **Submittals**

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

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

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

- **Invoice**

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





- **Evaluation**

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

- **Tracking Dates**

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

- **Forms**

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



- **Management Reports**

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

- **Administration**

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

- **Security**

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

- **Find**

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

- **Backup/Restore**



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

- **Online Help**

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

## Architecture

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

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

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

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

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



## Procurement Support

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

### Gordian Procurement Support

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

### External Marketing Program

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

### Internal Marketing Program

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

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

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

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

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

#### Pre-Bid Seminars

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

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

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

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

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

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



## Training

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

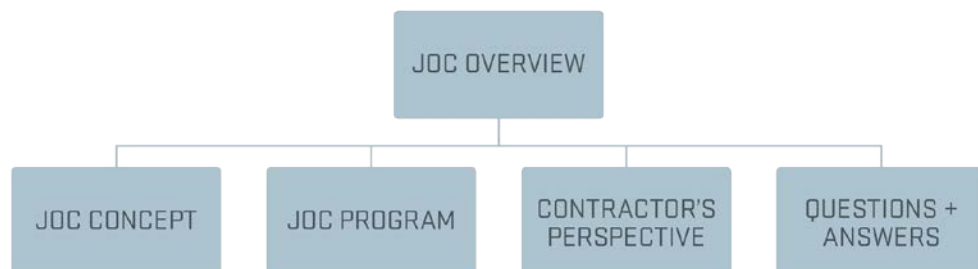


The Gordian Group's JOC Master Training Program has been fine-tuned over the last two decades and is designed to provide the maximum effectiveness and flexibility for our customer's staff. The training program will be comprised of multiple training modules so that training sessions can be structured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

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

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

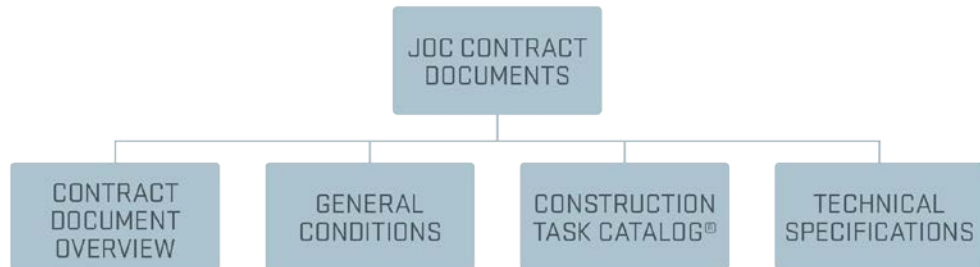
### JOC Overview



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

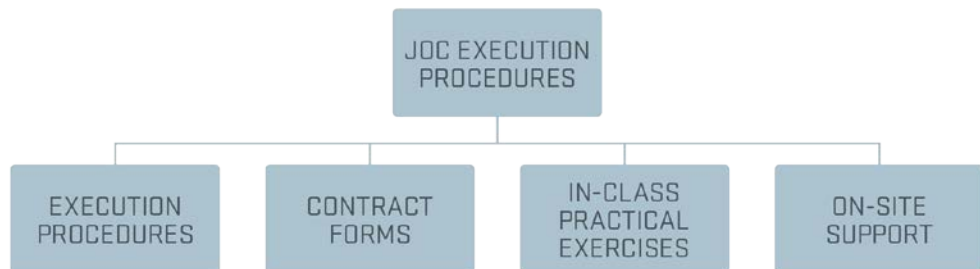
JOC is presented from a contractor's perspective so NJPA and Member staff can better understand the contractor's risk and potential reward. Included in this module is a discussion of how a contractor prepares a JOC bid.

### JOC Contract Documents



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

### JOC Program Execution



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

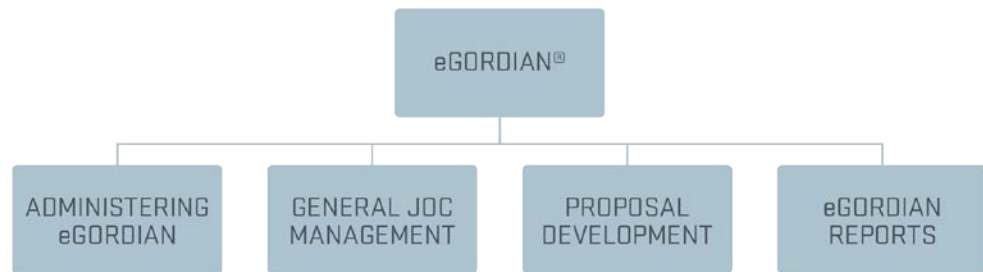
### Job Order Development





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

### eGordian



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

### JOC Refresher Training

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

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

### Job Order Development Services

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



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

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

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

The Job Order development services are currently standard for all projects procured by NJPA Members through the ezIQC program. However, and as further explained in this section, Gordian's new JOC Basics offering can be included as an optional service level for NJPA Members purchasing through the NJPA JOC program, and it will not include the Job Order development services described above.

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

### Ongoing Program Support

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

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

### JOC Program Updates

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

- Provide NJPA with updated JOC Contract Documents for all new JOC contracts and JOC re-bids. This support will include: updating

Construction Task Catalogs and Technical Specifications; monitoring recent changes and recommending improvements to the Contract and General Conditions to clearly specify the requirements of NJPA; further developing and implementing pre-award criteria; identifying new processes to further define contract requirements and contractor capabilities to ensure that NJPA retains qualified JOC contractors; and customizing the JOC process and documents to meet the ever changing needs of NJPA.

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

#### Contract Implementation and Support

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

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

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

#### Optional eziQC Plus

As an option for NJPA Members, The Gordian Group also offers our eziQC Plus services. These services include all of the eziQC Solution services described in this proposal, **plus we will provide project management services to manage individual projects for the Members from Job Order issuance to Job Order**





**close-out.** Whether due to peak volumes, staff shortages, or new strategic staff directives, our eziQC Plus services can provide on-site project management experts, using our proven methods, to carry out day-to-day oversight of the construction phase and relieve a Member's project workload burden. Our staff becomes the Member's staff. We will bring unparalleled expertise to work for you from the start to get your projects completed. eziQC Plus services provided by The Gordian Group can be a cost effective and flexible project management solution for NJPA Members. The Gordian Group's standard project management services, which we will modify as necessary to fit the needs of each Member, are as follows:

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

## Gordian JOC Solutions Summary

The Gordian Group now offers 4 JOC solutions that vary in service level and support, and range from the minimal data and software solution, to our comprehensive solution that provides "cradle-to-grave" support for every JOC project. Each of these solutions can be made available to NJPA Members who elect to piggyback the NJPA contract to procure their own Gordian JOC solution. The following summarizes each of these available service options:

## Gordian JOC Basics™

Gordian JOC Basics was designed for clients with the in-house JOC expertise to develop, implement and execute a JOC program with minimal support from Gordian. The primary tools necessary to execute a successful JOC program are data and software, which are the primary components of the Gordian JOC Basics solution. Through this JOC solution, Gordian will license the necessary tools to NJPA Members to achieve a successful JOC program, including user guides, a contract guide, software, data and training for the appropriate stakeholders. A list of the products and services performed for the Gordian JOC Basics is listed below:

- **JOC Program Documents** – Gordian will be responsible for providing to the Member a Contract Revision Guide that will include the necessary provisions for the Member's Contract and General Conditions. Gordian will also provide standardized slides in Microsoft PowerPoint format for the Member's use at any pre-bid meetings or JOC contractor outreach.
- **Construction Task Catalog®** - Gordian will provide a license to the Member to access and use a standard, regionalized Construction Task Catalog and Technical Specifications. Each task in our Construction Task Catalog will incorporate actual regionalized equipment and material prices, along with prevailing wage rates. Each task will include an accurate description, easily recognized unit of measure, a price to install the item, and if appropriate a price to demolish the item. A task may also include several modifiers that adjust the price for variations in materials or applicable quantity discounts. In addition, the Technical Specifications will dictate the quality of the workmanship and the quality of the materials for the tasks detailed in the Construction Task Catalog.
- **JOC Management Applications** – Gordian will be responsible for providing a license for an unlimited number of users for the Member and JOC contractors to access Gordian's web-based JOC System, which includes the Gordian JOC Basics information management software and will contain the applicable Construction Task Catalog. With Gordian JOC Basics, the Member will be able to manage the procurement life cycle of JOC contracts and individual job orders, and generate supporting documentation including Price Proposals, Notice to Proceed packages, and other standard management reports and forms. The software, specifically designed to support JOC programs, allows users visibility into basic job order components including request for proposal and scope of work information, milestone dates, meetings, estimates, and subcontractor management. Additionally, Gordian JOC Basics will provide a secure process to validate, review and approve contractor proposals and issue work. Gordian will perform the initial setup and configuration of Gordian JOC Basics software for the Member upon award of the Member's first JOC contracts.
- **Training** – Gordian will be responsible for conducting a comprehensive, web-based Gordian JOC Basics training program for the Member and JOC contractor staff. Gordian will be responsible for providing access to the training materials for each new JOC contractor that receives a JOC contract from the Member during the term of the agreement between Gordian and the Member. Further, Gordian will make training materials available to the Member and JOC contractors for refresher training during the term of the



agreement.

- **On-going Support and Maintenance** –Gordian will provide unlimited toll-free Gordian JOC Basics software technical support, access to applicable Gordian JOC Basics software updates and additional functionality, the most recently updated Construction Task Catalog® and Technical Specifications for each new JOC contract solicitation performed by the Member during the term of the agreement with Gordian, any applicable updates to the Contract Revision Guide, and make available training materials and courses for new client and JOC construction contractor staff.

Gordian JOC Basics includes the components described above, and does not include many of the products and services described in this section. This solution is meant for Members that have the necessary in-house expertise to implement and support a JOC program using only the necessary data and software provided by The Gordian Group. It also can be included in the NJPA ezIQC program as an available service option for Members who elect to use in-house resources to develop Job Orders for projects procured from the NJPA JOC contracts.

### Gordian JOC Solution

The Gordian JOC Solution is Gordian's legacy solution that has helped facility and infrastructure owners control and fast track their repair, maintenance and construction projects for over two decades. The Gordian JOC Solution is suited for clients that have the in-house expertise necessary to develop Job Orders properly.



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

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



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

- **Marketing** – Gordian will be responsible for marketing the JOC program by informing internal Member staff about JOC, conducting pre-bid seminars for the JOC construction contractors, and assisting with procurement of the JOC contracts.
- **Training** – Gordian will be responsible for developing and conducting a comprehensive JOC training program for the Member and JOC construction contractor staff, which will include different course modules that will provide specialized training to each element of Member and JOC construction contractor staff.
- **On-going Support and Maintenance** –Gordian will be responsible for providing full-time, onsite assistance during the 90 day period immediately following the award of the first Member JOC contract, and for providing comprehensive JOC follow-up support to the Member for the administration of its JOC program. Gordian will monitor the overall program and prepare any status reports required by the Member. Support services will include, but are not limited to; unlimited toll-free eGordian® software support, access to all eGordian® software updates and additional functionality, updating for each new JOC construction contract the Construction Task Catalog®, Technical Specifications, Contract and General Conditions and Bid Documents, providing procurement assistance for new JOC contracts, providing training for new Member and JOC contractor staff, and preparing customized forms and reports requested by the Member.

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

### JOC Complete Solution®

The JOC Complete Solution is a turnkey procurement approach that tailors Job Order Contracting components to form a unique, comprehensive and high-performing “complete” JOC program. The JOC Complete Solution includes all of

the products and services provided by the Gordian JOC Solution and, **in addition, Gordian will provide account managers to assist with developing Job Orders from project identification to issuing the Job Order.**



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

Solution will bring the most economic benefit to NJPA Members with long term cost savings. A detailed list of the tasks Gordian performs to develop Job Orders is as follows:

- **Project Identification** – When a project is identified, Gordian’s account managers will work with the Member and assist with determining whether the project is appropriate for JOC.
- **Contractor Identification** – In the event the Member has multiple JOC contractors, we will assist with identifying the appropriate JOC contractor for the project based on the type of work involved, location of the project, and other factors such as remaining contract capacity, work on hand, and contractor performance.
- **Joint Scope Meeting** – After identification of the JOC Contractor a Gordian account manager will promptly schedule a Joint Scope Meeting at the project site to help the Member and the JOC contractor agree on the details of the work that the JOC contractor will perform. The scoping process allows the JOC contractor to inspect the site and ask questions before submitting a Price Proposal. This upfront open communication eliminates the misunderstandings and mistakes that lead to most change orders and often results in more cost-effective collaborative solutions.
- **Develop Detailed Scope of Work** – Next, the Gordian account manager will assist in preparing a Detailed Scope of Work that describes the work the JOC contractor will perform. We will also assist with resolving issues when project plans and actual conditions vary.
- **Request for Price Proposal** – After all parties are in agreement that the Detailed Scope of Work properly reflects the work to be performed, the Gordian account manager will send the Detailed Scope of Work and a Request for Proposal to the JOC contractor.
- **Prepare the Price Proposal** – Next, the JOC contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the Construction Task Catalog. Gordian’s JOC software will automatically calculate the total cost for each line item by multiplying the unit price of the task by the required quantities and the JOC contractor’s competitively bid Adjustment Factor. The JOC contractor will also prepare additional Member required information (e.g., construction schedule, list of proposed local subcontractors, etc.).
- **Price Proposal Review** – Then, the Gordian account manager will review the Price Proposal to make sure the JOC contractor has selected the appropriate tasks and quantities and will ask the JOC contractor to make any required changes. We will also obtain and review any Member required information submitted by the JOC contractor such as a construction schedule and list of proposed subcontractors. Then the Gordian account manager will submit the Price Proposal and related documents to the Member.
- **Issue Job Order** – Once the Member is 100% satisfied with the Price Proposal and related documents, and decides to move forward with the project, the Member simply issues a purchase order to the contractor.





- **Construction Management** – During construction, the Member will follow its standard internal policies and procedures for construction management and site inspections, including coordinating any required code inspections. When unforeseen conditions arise or the Member desires to change the Detailed Scope of Work, a supplemental Job Order is developed in the same manner as the original Job Order. With JOC, changes to the work are pre-priced.

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

### JOC Complete Solution *Plus*<sup>™</sup>

Gordian can also provide our JOC Complete Solution *Plus*<sup>™</sup> services to NJPA Members either as a stand-alone solution, or as an optional service that can be added on to any of the JOC solutions described above and utilized on a



project-by-project basis. Utilizing our JOC Complete Solution Plus services option, which includes project management services, will allow Members to assigning projects to Gordian to manage from Job Order issuance to Job Order close-out. Whether due to peak volumes, staff shortages, or new strategic staff directives, our JOC Complete Solution *Plus* services can provide on-site project management experts, using our proven methods, to carry out day-to-day JOC operations and relieve the Member's project workload burden. Our staff becomes the Member's staff. A detailed list of Gordian's standard project management services, which we modify as necessary to meet the needs of each client, is as follows:

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



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

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





## Change Order Management System (COMS)

In addition to the JOC solutions described in this section, Gordian proposes to include our comprehensive COMS solution as part of the contract between Gordian and NJPA. Gordian is the only firm in the nation that provides a



comprehensive change order management system with single point responsibility for all of the products and services to manage change orders during capital construction projects. The COMS™ solution is provided with in-house staff and includes the proprietary data, technology, processes and staff resources necessary to actively manage and control costly change orders. Using COMS, the need to negotiate change orders during construction is eliminated by setting unit prices at the beginning of the project. By simplifying the pricing process, the Member will reduce administrative effort and avoid the costly delays associated with processing change orders once a project has begun. Gordian's COMS solution is designed to enable owners to actively manage change order pricing by:

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

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

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



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



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

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



12. Provide a general narrative description of our pricing model identifying how the model works (line item and/or published catalog percentage discount).

A significant benefit of The Gordian Group's approach to providing our JOC solutions is that we do not charge an upfront implementation fee. We will only charge NJPA Members applicable fees if and when they order construction services through JOC, whether it's ezIQC or a JOC solution procured directly from Gordian. The Gordian Group proposes to implement and support the NJPA ezIQC program for use by NJPA Members and provide the following service levels and applicable fees:

**Gordian JOC Basics License Fee:**

In the event an NJPA Member elects to procure construction through the NJPA JOC contracts without utilizing Gordian's Job Order development services, Gordian will assess the following fee:

- One and Ninety-Five Hundredths Percent (1.95%) of the value of construction work procured through the NJPA JOC contracts.

A 1.25% NJPA Administrative Fee and the JOC Basics License Fee shall be incorporated into the JOC contractor's adjustment factor. The JOC Basics License Fee and the NJPA Administrative Fee will be collected from the JOC contractor upon project completion and final payment by the Member.

**JOC Complete Solution Fee:**

In the event an NJPA Member elects to procure construction through the NJPA JOC contracts utilizing Gordian's Job Order Development services, as is currently provided on all ezIQC projects, Gordian will assess the following fee:

- Six and Twenty-Five Hundredths Percent (6.25%) of the value of construction work procured through the NJPA JOC contracts.

A 1.25% NJPA Administrative Fee and the JOC Complete Solution Fee shall be incorporated into the JOC contractor's adjustment factor. The JOC Complete Solution Fee and the NJPA Administrative Fee will be collected from the JOC contractor upon project completion and final payment by the Member.

In the event an NJPA Member elects to utilize the ezIQC Plus project management services described on Page 9.25, the following Project Management Fee will be assessed directly to the NJPA Member:

- Five and Ninety-Five Hundredths Percent (5.95%) of the value of construction work procured through the NJPA JOC contracts, or \$2,500, whichever is greater.

**Independent JOC Solution**

An NJPA Member may elect to procure an independent JOC solution from Gordian by piggybacking the NJPA contract. Upon a request to implement an independent JOC





solution, The Gordian Group will implement and support the Member's chosen JOC solution for the following fees:

**Gordian JOC Basics:**

The License Fee for the Gordian JOC Basics solution consists of a Client License Fee as provided below:

Client License Fee: One and Ninety-Eight Hundredths Percent (1.98%) of the value of work ordered.

**Gordian JOC Solution Fees:**

The License Fee for the Gordian JOC Solution consists of a client paid license fee ("Client License Fee") and a contractor paid license fee ("Contractor License Fee") as provided below:

Client License Fee: Five and Six Hundredths Percent (5.06%) of the first \$8,000,000 of work ordered and then the Member is eligible for a reduced License Fee of One and Ninety-Eight Hundredths Percent (1.98%) for each calendar month that the Member has ordered a minimum of \$3,000,000 through the Gordian JOC Solution during the preceding 12 calendar months; and

Contractor License Fee: 1.00% of the value of work ordered.

Gordian JOC Solution License Fees are payable when a Job Order is issued to the JOC contractor and are inclusive of the One Percent (1.00%) NJPA Administrative Fee, which Gordian will remit to NJPA for all revenue earned from NJPA Members that procure Gordian's services through a piggyback of the NJPA contract. Gordian's Client License Fee applies separately to each Member Department that elects to implement an independent JOC program ("Independent JOC Program"). An Independent JOC Program is defined as a program that requires preparing Department specific JOC contract documents (i.e., General Conditions and Bid Documents, Construction Task Catalog® and Technical Specifications), preparing Department specific Execution Procedures, procuring Department specific JOC contractors, providing access to eGordian® for Department specific staff and JOC contractors, or training Department specific staff and JOC contractors.

**JOC Complete Solution Fees:**

The fees to provide the JOC Complete Solution to NJPA Members as an independent JOC Solution consist of a Client License Fee, a Job Order development fee and a Contractor License Fee as provided below:

Client License Fee: One and Ninety-Eight Hundredths Percent (1.98%) of the value of work ordered; and

Job Order Development Fee: Three and Eight Hundredths Percent (3.08%) of the value of work ordered; and



Contractor License Fee: One Percent (1.00%) of the value of work ordered.

The JOC Complete Solution Fees are inclusive of the 1% NJPA Administrative Fee and shall be payable by the Member when a Job Order, Notice-to-Proceed or other similar purchasing document is issued to a JOC contractor.

**JOC Complete Solution Plus Fee:**

The fees to provide the project management services associated with the JOC Complete Solution Plus product, which can be procured separately, or in combination with any of the JOC solutions, consist of a Project Management Fee in addition to any other applicable fees:

Project Management Fee: Six and One Hundredths Percent (6.01%) of the value of work ordered.

The Project Management Fee shall be payable when construction of the Job Order has been completed and accepted by the Member, except at the election of Gordian, Job Orders requiring more than 60 days to complete shall be payable monthly on a percentage of completion basis.

**COMS Fee:**

The COMS solution is provided on a programmatic level. The Gordian Group's current pricing to provide the COMS solution consists of a Program Setup Fee and COMS System License Fee as follows:

Program Setup Fee: Twenty Thousand Dollars (\$20,000), payable upon the execution of a contract between the Member and Gordian for the provision of a COMS solution.

COMS License Fee: Five Tenths Percent (0.5%) of the value of the winning bid for the designated project. The COMS License Fee is payable upon the execution of the contract with the contractor awarded the project. Volume discounts may be applied to the COMS License Fee based on the estimated value of the project.

**Additional Services Fee:**

A Member may also purchase additional services from Gordian, such estimating, project budgeting and planning, and program management services under the following fee structure:

- Hourly Based Fee – 2.5 times the hourly rate of the employees assigned to perform the services plus the actual cost of non-labor expenses.

**JOC System License**

As stated in this proposal, a license to our proprietary JOC System ("JOC System



License”) is included with our services. The following JOC System License shall apply to the contract between The Gordian Group and NJPA, and to any contract between an NJPA Member and Gordian:

The Gordian Group, Inc. (“Gordian”) hereby grants to the National Joint Powers Alliance (“NJPA”), and NJPA hereby accepts from Gordian for the term of this Agreement, a non-exclusive, non-transferrable right, privilege and license to Gordian’s Job Order Contracting (“JOC”) System and other related proprietary materials (collectively referred to as “Proprietary Information”) to be used for the sole purpose of operating NJPA’s JOC program. The parties hereby agree that Proprietary Information shall include, but is not limited to, the eGordian® applications and support documentation, Construction Task Catalog®, training materials and other proprietary materials provided by Gordian. In the event this Agreement expires or terminates as provided herein, this JOC System License shall terminate and tNJPA shall return to Gordian all Proprietary Information in the NJPA’s possession.

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

Gordian agrees to grant a license to each contractor that is awarded a JOC contract by NJPA, provided the JOC contractor agrees to pay Gordian’s contractor license fee in effect when NJPA awards the JOC contract, and provided NJPA includes licensing language in the JOC contract similar in form to this JOC System License.

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

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



13. Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.

There is no discount range presented in this response.

14. Provide an overall proposed statement of method for pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.

Not applicable.

15. Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services"

Providing sourced goods is not applicable to this contract.

16. Describe your NJPA customer volume rebate programs, as applicable.

Due to the labor intensive services that will be provided under the contract, volume rebates are not available.

17. Identify any Total Cost of Acquisition (as defined herein) cost(s) which is NOT included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to proposer.

All costs are included in the pricing provided on Pages 9.37 – 9.40.

18. If freight, delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Not applicable.

19. As an important part of the evaluation of your offer, indicate the level of pricing you are offering. Prices offered in this proposal are:

- a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
- b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

- c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- d. Other, please describe.

The prices offered in this proposal are the same as we offer to government procurement organizations and state purchasing departments. They are also the same prices we offer to other cooperative purchasing networks.

20. Do you offer quantity or volume discounts?

Due to the labor intensive services that will be provided under the contract, volume rebates are not available.

21. Describe in detail your proposed exchange and return program(s) and policy.

Not applicable.

22. Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska, and Hawaii and any related off shore delivery of contracted products/equipment and related services.

Not applicable.

23. Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

The Gordian Group's accounting and finance systems are already set to track and record all revenue attributable to the NJPA eziQC program, and to those JOC programs procured by NJPA Members through a piggyback of the NJPA contract. The Gordian Group also invoices the JOC contractors for the Gordian fee and the NJPA Administrative Fee under the same invoice, and then remits the administrative fee to NJPA once received. This process ensures that all revenue attributable to the NJPA program is accounted for, and all fees are collected. Gordian also conducts self-imposed audits intermittently to ensure that all Job Orders issued through the eziQC program are accounted for, and all complete projects have been marked and invoiced accordingly. The Gordian Group prides itself on contract compliance in all phases, and we will ensure full compliance with the NJPA contract.





# Industry Specific Items

## 24. What are the different types of categories represented in the Unit Price Book?

The Construction Task Catalog includes all categories of work necessary to complete almost any renovation, repair and maintenance work including the following:

- Existing Conditions
- Concrete
- Masonry
- Metals
- Wood, Plastics and Composites
- Thermal and Moisture Protection
- Openings
- Finishes
- Specialties
- Equipment
- Furnishings
- Special Construction
- Conveying Equipment
- Fire Suppression
- Plumbing
- HVAC
- Integrated Automation
- Electrical
- Communications
- Electronic Safety and Security
- Earthwork
- Exterior Improvements
- Utilities
- Transportation
- Waterway and Marine Construction
- Process Interconnections
- Material Processing and Handling Equipment
- Process Gas and Liquid Handling, Purification, and Storage Equipment
- Water and Wastewater Equipment
- NJPA Preferred Vendor Pricing

## 25. How often is your typical Unit Price Book updated to reflect market and natural economic conditions?

Gordian currently employs approximately 15 cost researchers, estimators and engineers who work full-time to develop construction tasks and research construction prices for labor, materials and equipment. Our construction cost database is constantly updated to ensure that the unit prices provided as part of each bid package are the most accurate on the market today. When an NJPA solicitation is scheduled, an updated Construction Task Catalog will be developed and published. During the term of each JOC contract, a recognized industry pricing index, like the Engineering News Record, is applied annually to the JOC contractor's adjustment factor to ensure market changes are reflected in the construction prices for the duration of the JOC contract.



26. What national index is used to reflect current market and economic conditions?

The Engineering and News Record's Construction Cost Index.

27. Describe the process and involvement of the contractor and the NJPA Member (owner) relating to the work plan?

Gordian's process for job orders involves the owner and the contractor from the beginning of the process through to the completion of construction to ensure strong communication of goals and expectations. The process starts with the Joint Scope Meeting where the Owner, the Contractor and Gordian representative meet at the project site to discuss the Scope of Work. The Owner is responsible for communicating the project goals, the Contractor is responsible for helping develop the Scope of Work to achieve the Owner's goals, and the Gordian representative is responsible for assisting in this process. Following the Joint Scope Meeting, the Owner with assistance from the Gordian representative and the Contractor develop a Detailed Scope of Work. The Scope of Work, once approved by the Owner is added to the Job Order record by Gordian and submitted to the Contractor along with other Job Order Information in the form of a Request for Proposal (RFP). The Contractor prepares a detailed proposal using the Construction Task Catalog to satisfy the Scope of Work. A Gordian representative will assist the Contractor with this process by answering questions on task and modifier usage, and to help the Contractor find appropriate tasks and modifiers in the Construction Task Catalog. The Contractor submits the proposal electronically to the Gordian representative for review. A process of review and changes takes place between the Gordian representative and the Contractor until they agree the proposal accurately addresses the Detailed Scope of Work. The detailed proposal is provided to the Owner by the Gordian representative for their review and approval. The Gordian representative and the Contractor often sit with the Owner to review the proposal to provide clarity when needed. The Owner has the authority to accept the proposal, request changes, or cancel the job at this point in the process. If the Owner requests changes to the proposal, the Gordian representative works with the Contractor to make and verify the changes. Once the proposal is approved, the Owner issues a Notice to Proceed or Purchase Order to the Contractor. The Owner manages the construction project unless other arrangements have been made.

The Owner is responsible for understanding their needs and explaining their project goals. This often means having a preliminary Scope of Work or architectural or engineering drawings with specifications. Some owners rely on the Contractor's expertise in developing the scope of work. In both cases, the owner must have enough expertise to approve the Scope of Work and manage the project.

28. Describe the code review, ADA review, etc. when an architect or engineer is not used in the building process.

Most Owners have in-house or consultative capability to address code review, ADA review, and other important project related items. When they do not have this capability, they can rely on the Contractor for this expertise for simple projects, or order this expertise as part of the Job Order Contracting process from the Contractor.

The ability to use the Contractor for this service through the JOC Contract is subject to State and local laws.

The Owner determines at the initial Joint Scope Meeting whether additional expertise on a project is necessary. This request results in a unique Job Order for the Contractor to provide the services. The Scope of Work for the expert services would be "Provide sealed drawings by an architect (or engineer) to be approved by the owner for the project at 123 Main St. The scope of the project is: 1... 2... 3...." The Contractor will contact local A/E firms for approval by the Owner and then prepare a price proposal using the task, "Reimbursable Costs." The Contractor will manage the services of the A/E and present the drawings to the Owner when complete. The Owner has the choice to move to the construction phase of the project with the JOC Contractor, put the project on hold, or cancel the project.

### 29. How do you ensure competitive pricing on individual job orders?

With Job Order Contracting all prices are competitively bid at the outset, and the prices paid for construction are determined by applying the JOC contractor's competitively bid adjustment factor to the unit prices contained in the Construction Task Catalog. This ensures NJPA Members are receiving the benefit of the competitive bid process, and that all contracts are compliant with state and local procurement laws requiring that construction work be competitively bid. To ensure that pricing on individual Job Orders is competitive, Gordian or the Member's project managers, whichever is applicable, must thoroughly review each Price Proposal to ensure that the Member is only paying for the appropriate tasks required to complete the Detailed Scope of Work.

### 30. What prevents contractors from low-bidding with an unrealistic multiplier? Explain.

Contractors' bids are based on many factors. The prices in the CTC, the volume of work, the clients they work with and the degree at which proposals are reviewed are a few. Gordian's experience shows that contractors will bid unrealistically low factors when they feel proposals will not be adequately reviewed. This allows them to make up for low bids with proposals that are not good representations of the Scope of Work. Gordian prices the Construction Task Catalogs accurately for the area of work, communicates to the contractor the potential volume of work, and provides expert proposal review for every job order. These steps help to prevent contractors from bidding an unrealistic multiplier.

The Gordian Group enforces proper proposal preparation and review. eGordian, Gordian's JOC management system allows a contractor to enter tasks and quantities. The math required to take the prices of the tasks and multiply it by the quantities and multiplier is done by the system. The Contractor has no control over the math. A Gordian representative reviews the proposal for the proper use of tasks, modifiers, multipliers, and quantities. This rigorous review is how we enforce the use of a multiplier.

### 31. Does an NJPA Member (owner) have the ability to evaluate all awarded contractors and choose between them?

Yes, an NJPA Member may select a specific contractor provided the JOC contractor holds an NJPA contract in the applicable region.

32. Does a Member (owner) have the option to choose between multiple levels of quality?

Yes. Within the Construction Task Catalog there are numerous modifiers that will enable the Member to select the quality of work and/or materials on each project, and the prices are adjusted depending on these selections. The Technical Specifications detail the quality of work and materials to be provided for each task, and ensure that the Member receives exactly what they are paying for when a modifier is applied to a specific task.

33. How does a Member (owner) obtain materials that are not included in the Unit Price Book?

When materials and tasks are not included in the Unit Price Book, the Gordian Group has developed a process for including Non-Prepriced tasks in Job Orders. Non Pre-priced Tasks (NPP) are tasks not included in the Construction Task Catalog. If the JOC contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use pre-priced tasks for labor and equipment from the Construction Task Catalog.

If the work is to be subcontracted, the JOC contractor must submit three independent quotes from subcontractors. The JOC contractor shall not submit a quote or bid from any supplier or subcontractor that the JOC contractor is not prepared to use. The Member may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable.

After a Non Pre-priced Task is used on three separate Job Orders, the Unit Price for such task will be established, following approval by NJPA, and fixed as a permanent Non Pre-priced Task which will no longer require price justification. Tasks will then be developed for inclusion in future CTCs, or existing CTCs can be amended to incorporate the new tasks, depending on the preference of NJPA. Any new tasks that are added will follow the guidelines for task creation outlined in the previous section.



Greenville Business Banking  
MAC D3310-036  
P.O. Box 969  
Greenville, SC 29602

Fax: 864 255 8357

July 7, 2015

RE: The Gordian Group Inc.  
30 Patewood Drive Ste 350  
Greenville, SC 29615-6810

To: NJPA  
202 12<sup>th</sup> Street Northeast  
Staples, MN 56479

Attention: Jonathan Yahn

Dear Mr. Yahn,

The Gordian Group Inc. is an excellent client of Wells Fargo Bank, N.A. They have been our client since 1996 and have always maintained their accounts as agreed. Their current 12 month average balances are generally seven plus figures. At this time, there are no open credit facilities out to The Gordian Group. The Gordian Group Inc. is rated as one of our High Value Customers.

If you have any further questions regarding our banking relationship with The Gordian Group Inc, or need verification, please do not hesitate to contact me directly at 864-255-8342 or via email [trip.lacoste@wellsfargo.com](mailto:trip.lacoste@wellsfargo.com).

Sincerely,

A handwritten signature in blue ink that reads "p.p. Christian LaCoste".

Trip LaCoste  
Senior Business Relationship Manager  
Vice President







BUY SMART. BUILD BETTER.

# SAMPLE CONSTRUCTION TASK CATALOG



THE  
**GORDIAN**  
GROUP®



MINOR CSI UOM DESCRIPTION	TOTAL DIRECT UNIT COST	DEMOLITION UNIT COST
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04 Masonry

04 01 Maintenance Of Masonry (04)

04 01 20 Maintenance Of Unit Masonry (04 01)

Note: For use on existing brick. Includes clean-up of debris. Excludes disposal.

**04 01 20 41 Unit Masonry Stabilization (04 01 20)**

04 01 20 41-0001 Unit Masonry Stabilization (Helifix®) (04 01 20 41)

04 01 20 41-0002 Grouted Ties For Stabilizing Solid Masonry (Helifix® CemTie) (04 01 20 41-0001)

Note: Austenitic stainless steel. For stabilizing solid masonry. Includes drilling, cementitious grout and patching surface.

04 01 20 41-0003 304 Stainless Steel Helical Pin, Grouted Ties For Stabilizing Solid Masonry (Helifix® CemTie) (04 01 20 41-0002)

04 01 20 41-0004	EA	8mm Diameter, 350mm Length, 304 Stainless Steel Helical Pin, Grouted Tie For Stabilizing Solid Masonry (Helifix® CemTie) .....	17.27
		For Up To 10, Add	3.60
		For >10 To 50, Add	1.80
04 01 20 41-0005	EA	8mm Diameter, 600mm Length, 304 Stainless Steel Helical Pin, Grouted Tie For Stabilizing Solid Masonry (Helifix® CemTie) .....	28.07
		For Up To 10, Add	3.60
		For >10 To 50, Add	1.80
04 01 20 41-0006	EA	8mm Diameter, 900mm Length, 304 Stainless Steel Helical Pin, Grouted Tie For Stabilizing Solid Masonry (Helifix® CemTie) .....	39.80
		For Up To 10, Add	3.60
		For >10 To 50, Add	1.80

04 01 20 41-0007 316 Stainless Steel Helical Pin, Grouted Ties For Stabilizing Solid Masonry (Helifix® CemTie) (04 01 20 41-0002)

04 01 20 41-0008	EA	8mm Diameter, 350mm Length, 316 Stainless Steel Helical Pin, Grouted Tie For Stabilizing Solid Masonry (Helifix® CemTie) .....	19.61
		For Up To 10, Add	3.60
		For >10 To 50, Add	1.80
04 01 20 41-0009	EA	8mm Diameter, 600mm Length, 316 Stainless Steel Helical Pin, Grouted Tie For Stabilizing Solid Masonry (Helifix® CemTie) .....	32.23
		For Up To 10, Add	3.60
		For >10 To 50, Add	1.80
04 01 20 41-0010	EA	8mm Diameter, 900mm Length, 316 Stainless Steel Helical Pin, Grouted Tie For Stabilizing Solid Masonry (Helifix® CemTie) .....	46.04
		For Up To 10, Add	3.60
		For >10 To 50, Add	1.80

04 01 20 41-0011 Ties For Stitching Masonry Cracks (Helifix® Helibar) (04 01 20 41-0001)

Note: Austenitic stainless steel. For stabilizing cracked masonry. Includes removing horizontal mortar and re-pointing mortar bed. Includes cementitious grout. Excludes repairing vertical crack.

04 01 20 41-0012 304 Stainless Steel Helical Pin, Ties For Stitching Masonry Cracks (Helifix® Helibar) (04 01 20 41-0011)

04 01 20 41-0013	EA	4.5mm Diameter, 1m Length, 304 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar) .....	36.66
		For Up To 10, Add	14.42
		For >10 To 50, Add	7.21
04 01 20 41-0014	EA	4.5mm Diameter, 1.2m Length, 304 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar) .....	42.79
		For Up To 10, Add	14.42
		For >10 To 50, Add	7.21
04 01 20 41-0015	EA	4.5mm Diameter, 7m Length, 304 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar) .....	185.19
		For Up To 10, Add	14.42
		For >10 To 50, Add	7.21
04 01 20 41-0016	EA	6mm Diameter, 1m Length, 304 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar) .....	36.66
		For Up To 10, Add	14.42
		For >10 To 50, Add	7.21
04 01 20 41-0017	EA	6mm Diameter, 1.2m Length, 304 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar) .....	42.79
		For Up To 10, Add	14.42
		For >10 To 50, Add	7.21
04 01 20 41-0018	EA	6mm Diameter, 1.5m Length, 304 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar) .....	49.78
		For Up To 10, Add	14.42
		For >10 To 50, Add	7.21
04 01 20 41-0019	EA	6mm Diameter, 2m Length, 304 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar) .....	62.90
		For Up To 10, Add	14.42
		For >10 To 50, Add	7.21
04 01 20 41-0020	EA	6mm Diameter, 7m Length, 304 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar) .....	185.19
		For Up To 10, Add	14.42
		For >10 To 50, Add	7.21

04 01 20 41-0021 316 Stainless Steel Helical Pin, Ties For Stitching Masonry Cracks (Helifix® Helibar) (04 01 20 41-0011)

**04 Masonry**  
**04 01 Maintenance Of Masonry**  
**04 01 20 Maintenance Of Unit Masonry**

MINOR  
CSI UOM DESCRIPTION

TOTAL DIRECT DEMOLITION  
UNIT COST UNIT COST

04 01 20 41-0022	EA	4.5mm Diameter, 1m Length, 316 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar)	40.00
		<i>For Up To 10, Add</i>	14.42
		<i>For &gt;10 To 50, Add</i>	7.21
04 01 20 41-0023	EA	4.5mm Diameter, 1.2m Length, 316 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar)	47.25
		<i>For Up To 10, Add</i>	14.42
		<i>For &gt;10 To 50, Add</i>	7.21
04 01 20 41-0024	EA	4.5mm Diameter, 7m Length, 316 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar)	213.03
		<i>For Up To 10, Add</i>	14.42
		<i>For &gt;10 To 50, Add</i>	7.21
04 01 20 41-0025	EA	6mm Diameter, 1m Length, 316 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar)	40.00
		<i>For Up To 10, Add</i>	14.42
		<i>For &gt;10 To 50, Add</i>	7.21
04 01 20 41-0026	EA	6mm Diameter, 1.2m Length, 316 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar)	47.25
		<i>For Up To 10, Add</i>	14.42
		<i>For &gt;10 To 50, Add</i>	7.21
04 01 20 41-0027	EA	6mm Diameter, 1.5m Length, 316 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar)	55.34
		<i>For Up To 10, Add</i>	14.42
		<i>For &gt;10 To 50, Add</i>	7.21
04 01 20 41-0028	EA	6mm Diameter, 2m Length, 316 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar)	70.70
		<i>For Up To 10, Add</i>	14.42
		<i>For &gt;10 To 50, Add</i>	7.21
04 01 20 41-0029	EA	6mm Diameter, 7m Length, 316 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar)	213.03
		<i>For Up To 10, Add</i>	14.42
		<i>For &gt;10 To 50, Add</i>	7.21
04 01 20 41-0030		<b>Mechanical Repair Anchors (Helifix® TorkFix)</b> <small>(04 01 20 41-0001)</small>	
		Note: Austenitic stainless steel. For stabilizing masonry veneer walls to inner wythes of brick, concrete block, wood studs or steel studs. Includes drilling and patching surface.	
04 01 20 41-0031		<b>304 Stainless Steel, Mechanical Repair Anchors (Helifix® TorkFix)</b> <small>(04 01 20 41-0030)</small>	
04 01 20 41-0032	EA	4-1/2" Length, Brick To Brick/Concrete Block, 304 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)	8.04
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
04 01 20 41-0033	EA	5-1/2" Length, Brick To Brick/Concrete Block, 304 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)	9.14
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
04 01 20 41-0034	EA	6-1/2" Length, Brick To Brick/Concrete Block, 304 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)	10.24
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
04 01 20 41-0035	EA	7-1/2" Length, Brick To Brick/Concrete Block, 304 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)	11.34
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
04 01 20 41-0036	EA	8-1/2" Length, Brick To Brick/Concrete Block, 304 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)	12.44
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
04 01 20 41-0037	EA	9-1/2" Length, Brick To Brick/Concrete Block, 304 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)	13.54
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
04 01 20 41-0038	EA	4-1/2" Length, Brick To Wood Frame/Steel Stud, 304 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)	8.04
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
04 01 20 41-0039	EA	5-1/2" Length, Brick To Wood Frame/Steel Stud, 304 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)	9.14
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
04 01 20 41-0040	EA	6-1/2" Length, Brick To Wood Frame/Steel Stud, 304 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)	10.24
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
04 01 20 41-0041	EA	7-1/2" Length, Brick To Wood Frame/Steel Stud, 304 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)	11.34
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
04 01 20 41-0042	EA	8-1/2" Length, Brick To Wood Frame/Steel Stud, 304 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)	12.44
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
04 01 20 41-0043	EA	10-1/2" Length, Brick To Wood Frame/Steel Stud, 304 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix)	14.64
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
04 01 20 41-0044	EA	4-1/2" Length, 304 Stainless Steel, Veneer Panel Anchor (Helifix® TorkFix)	8.04
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
04 01 20 41-0045	EA	6-1/2" Length, 304 Stainless Steel, Veneer Panel Anchor (Helifix® TorkFix)	10.24
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
04 01 20 41-0046	EA	8" Length, 304 Stainless Steel, Veneer Panel Anchor (Helifix® TorkFix)	11.89
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
04 01 20 41-0047		<b>316 Stainless Steel, Mechanical Repair Anchors (Helifix® TorkFix)</b> <small>(04 01 20 41-0030)</small>	

MINOR CSI UOM DESCRIPTION	TOTAL DIRECT UNIT COST	DEMOLITION UNIT COST
04 01 20 41-0048 EA 4-1/2" Length, Brick To Brick/Concrete Block, 316 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix).....	8.04	
<i>For Up To 10, Add</i>	2.16	
<i>For &gt;10 To 50, Add</i>	1.08	
04 01 20 41-0049 EA 5-1/2" Length, Brick To Brick/Concrete Block, 316 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix).....	9.14	
<i>For Up To 10, Add</i>	2.16	
<i>For &gt;10 To 50, Add</i>	1.08	
04 01 20 41-0050 EA 6-1/2" Length, Brick To Brick/Concrete Block, 316 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix).....	10.24	
<i>For Up To 10, Add</i>	2.16	
<i>For &gt;10 To 50, Add</i>	1.08	
04 01 20 41-0051 EA 7-1/2" Length, Brick To Brick/Concrete Block, 316 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix).....	11.34	
<i>For Up To 10, Add</i>	2.16	
<i>For &gt;10 To 50, Add</i>	1.08	
04 01 20 41-0052 EA 8-1/2" Length, Brick To Brick/Concrete Block, 316 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix).....	12.44	
<i>For Up To 10, Add</i>	2.16	
<i>For &gt;10 To 50, Add</i>	1.08	
04 01 20 41-0053 EA 9-1/2" Length, Brick To Brick/Concrete Block, 316 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix).....	13.54	
<i>For Up To 10, Add</i>	2.16	
<i>For &gt;10 To 50, Add</i>	1.08	
04 01 20 41-0054 EA 4-1/2" Length, Brick To Wood Frame/Steel Stud, 316 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix).....	8.04	
<i>For Up To 10, Add</i>	2.16	
<i>For &gt;10 To 50, Add</i>	1.08	
04 01 20 41-0055 EA 5-1/2" Length, Brick To Wood Frame/Steel Stud, 316 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix).....	9.14	
<i>For Up To 10, Add</i>	2.16	
<i>For &gt;10 To 50, Add</i>	1.08	
04 01 20 41-0056 EA 6-1/2" Length, Brick To Wood Frame/Steel Stud, 316 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix).....	10.24	
<i>For Up To 10, Add</i>	2.16	
<i>For &gt;10 To 50, Add</i>	1.08	
04 01 20 41-0057 EA 7-1/2" Length, Brick To Wood Frame/Steel Stud, 316 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix).....	11.34	
<i>For Up To 10, Add</i>	2.16	
<i>For &gt;10 To 50, Add</i>	1.08	
04 01 20 41-0058 EA 8-1/2" Length, Brick To Wood Frame/Steel Stud, 316 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix).....	12.44	
<i>For Up To 10, Add</i>	2.16	
<i>For &gt;10 To 50, Add</i>	1.08	
04 01 20 41-0059 EA 10-1/2" Length, Brick To Wood Frame/Steel Stud, 316 Stainless Steel, Mechanical Repair Anchor (Helifix® TorkFix).....	14.64	
<i>For Up To 10, Add</i>	2.16	
<i>For &gt;10 To 50, Add</i>	1.08	
04 01 20 41-0060 EA 4-1/2" Length, 316 Stainless Steel, Veneer Panel Anchor (Helifix® TorkFix).....	8.04	
<i>For Up To 10, Add</i>	2.16	
<i>For &gt;10 To 50, Add</i>	1.08	
04 01 20 41-0061 EA 6-1/2" Length, 316 Stainless Steel, Veneer Panel Anchor (Helifix® TorkFix).....	10.24	
<i>For Up To 10, Add</i>	2.16	
<i>For &gt;10 To 50, Add</i>	1.08	
04 01 20 41-0062 EA 8" Length, 316 Stainless Steel, Veneer Panel Anchor (Helifix® TorkFix).....	11.89	
<i>For Up To 10, Add</i>	2.16	
<i>For &gt;10 To 50, Add</i>	1.08	
<b>04 01 20 41-0063 Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®) <small>(04 01 20 41-0001)</small></b>		
<small>Note: Austenitic stainless steel. For pinning stucco, terracotta, granite, marble, etc., to concrete block, brick or solid concrete. Includes drilling and patching surface.</small>		
<b>04 01 20 41-0064 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®) <small>(04 01 20 41-0063)</small></b>		
04 01 20 41-0065 EA 8mm Diameter, 115mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	5.45	
<i>For Up To 10, Add</i>	2.16	
<i>For &gt;10 To 50, Add</i>	1.08	
<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0066 EA 8mm Diameter, 155mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	5.85	
<i>For Up To 10, Add</i>	2.16	
<i>For &gt;10 To 50, Add</i>	1.08	
<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0067 EA 8mm Diameter, 170mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	5.92	
<i>For Up To 10, Add</i>	2.16	
<i>For &gt;10 To 50, Add</i>	1.08	
<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0068 EA 8mm Diameter, 195mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	6.09	
<i>For Up To 10, Add</i>	2.16	
<i>For &gt;10 To 50, Add</i>	1.08	
<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0069 EA 8mm Diameter, 220mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	6.38	
<i>For Up To 10, Add</i>	2.16	
<i>For &gt;10 To 50, Add</i>	1.08	
<i>For Metal Stud Clip, Add</i>	1.88	

**04 Masonry**  
**04 01 Maintenance Of Masonry**  
**04 01 20 Maintenance Of Unit Masonry**



MINOR  
CSI UOM DESCRIPTION

TOTAL DIRECT DEMOLITION  
UNIT COST UNIT COST

04 01 20 41-0070	EA	8mm Diameter, 245mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	6.62
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0071	EA	8mm Diameter, 270mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	6.74
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0072	EA	8mm Diameter, 295mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	6.89
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0073	EA	8mm Diameter, 325mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	7.60
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0074	EA	8mm Diameter, 350mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	7.70
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0075	EA	8mm Diameter, 400mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	8.54
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0076	EA	8mm Diameter, 450mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	9.26
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0077	EA	8mm Diameter, 500mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	9.87
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0078	EA	8mm Diameter, 550mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	12.03
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0079	EA	8mm Diameter, 600mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	13.95
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0080	EA	8mm Diameter, 700mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	16.50
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0081	EA	10mm Diameter, 125mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	5.59
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0082	EA	10mm Diameter, 155mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	6.01
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0083	EA	10mm Diameter, 170mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	6.40
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0084	EA	10mm Diameter, 195mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	6.74
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0085	EA	10mm Diameter, 220mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	6.96
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0086	EA	10mm Diameter, 245mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)	7.11
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88

	MINOR	CSI	UOM	DESCRIPTION	TOTAL DIRECT UNIT COST	DEMOLITION UNIT COST
04 01 20 41-0087	EA			10mm Diameter, 270mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	7.37	
				For Up To 10, Add	2.16	
				For >10 To 50, Add	1.08	
				For Metal Stud Clip, Add	1.88	
04 01 20 41-0088	EA			10mm Diameter, 300mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	7.48	
				For Up To 10, Add	2.16	
				For >10 To 50, Add	1.08	
				For Metal Stud Clip, Add	1.88	
04 01 20 41-0089	EA			10mm Diameter, 350mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	7.97	
				For Up To 10, Add	2.16	
				For >10 To 50, Add	1.08	
				For Metal Stud Clip, Add	1.88	
04 01 20 41-0090	EA			10mm Diameter, 400mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	8.68	
				For Up To 10, Add	2.16	
				For >10 To 50, Add	1.08	
				For Metal Stud Clip, Add	1.88	
04 01 20 41-0091	EA			10mm Diameter, 450mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	9.28	
				For Up To 10, Add	2.16	
				For >10 To 50, Add	1.08	
				For Metal Stud Clip, Add	1.88	
04 01 20 41-0092	EA			10mm Diameter, 500mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	10.03	
				For Up To 10, Add	2.16	
				For >10 To 50, Add	1.08	
				For Metal Stud Clip, Add	1.88	
04 01 20 41-0093	EA			10mm Diameter, 550mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	14.07	
				For Up To 10, Add	2.16	
				For >10 To 50, Add	1.08	
				For Metal Stud Clip, Add	1.88	
04 01 20 41-0094	EA			10mm Diameter, 600mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	16.34	
				For Up To 10, Add	2.16	
				For >10 To 50, Add	1.08	
				For Metal Stud Clip, Add	1.88	
04 01 20 41-0095	EA			10mm Diameter, 700mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	19.86	
				For Up To 10, Add	2.16	
				For >10 To 50, Add	1.08	
				For Metal Stud Clip, Add	1.88	
04 01 20 41-0096	EA			8mm Tapered To 6.5mm Diameter, 155mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric) .....	6.51	
				For Up To 10, Add	2.16	
				For >10 To 50, Add	1.08	
				For Metal Stud Clip, Add	1.88	
04 01 20 41-0097	EA			8mm Tapered To 6.5mm Diameter, 170mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric) .....	6.77	
				For Up To 10, Add	2.16	
				For >10 To 50, Add	1.08	
				For Metal Stud Clip, Add	1.88	
04 01 20 41-0098	EA			8mm Tapered To 6.5mm Diameter, 185mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric) .....	6.93	
				For Up To 10, Add	2.16	
				For >10 To 50, Add	1.08	
				For Metal Stud Clip, Add	1.88	
04 01 20 41-0099	EA			8mm Tapered To 6.5mm Diameter, 195mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric) .....	7.05	
				For Up To 10, Add	2.16	
				For >10 To 50, Add	1.08	
				For Metal Stud Clip, Add	1.88	
04 01 20 41-0100	EA			8mm Tapered To 6.5mm Diameter, 220mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric) .....	7.40	
				For Up To 10, Add	2.16	
				For >10 To 50, Add	1.08	
				For Metal Stud Clip, Add	1.88	
04 01 20 41-0101	EA			8mm Tapered To 6.5mm Diameter, 245mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric) .....	7.96	
				For Up To 10, Add	2.16	
				For >10 To 50, Add	1.08	
				For Metal Stud Clip, Add	1.88	
04 01 20 41-0102	EA			8mm Tapered To 6.5mm Diameter, 270mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric) .....	8.17	
				For Up To 10, Add	2.16	
				For >10 To 50, Add	1.08	
				For Metal Stud Clip, Add	1.88	
04 01 20 41-0103	EA			8mm Tapered To 6.5mm Diameter, 295mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric) .....	8.73	
				For Up To 10, Add	2.16	
				For >10 To 50, Add	1.08	
				For Metal Stud Clip, Add	1.88	



MINOR  
CSI UOM DESCRIPTION

TOTAL DIRECT DEMOLITION  
UNIT COST UNIT COST

04 01 20 41-0104	EA	10mm Tapered To 8mm Diameter, 155mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric) .....	7.17	
		<i>For Up To 10, Add</i>	2.16	
		<i>For &gt;10 To 50, Add</i>	1.08	
		<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0105	EA	10mm Tapered To 8mm Diameter, 170mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric) .....	7.65	
		<i>For Up To 10, Add</i>	2.16	
		<i>For &gt;10 To 50, Add</i>	1.08	
		<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0106	EA	10mm Tapered To 8mm Diameter, 195mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric) .....	7.99	
		<i>For Up To 10, Add</i>	2.16	
		<i>For &gt;10 To 50, Add</i>	1.08	
		<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0107	EA	10mm Tapered To 8mm Diameter, 220mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric) .....	8.21	
		<i>For Up To 10, Add</i>	2.16	
		<i>For &gt;10 To 50, Add</i>	1.08	
		<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0108	EA	10mm Tapered To 8mm Diameter, 245mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric) .....	8.37	
		<i>For Up To 10, Add</i>	2.16	
		<i>For &gt;10 To 50, Add</i>	1.08	
		<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0109	EA	10mm Tapered To 8mm Diameter, 300mm Length, 304 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric) .....	8.73	
		<i>For Up To 10, Add</i>	2.16	
		<i>For &gt;10 To 50, Add</i>	1.08	
		<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0110	EA	304 Stainless Steel, Seismic Connector (Helifix® DryFix®) .....	3.03	
		Note: For installation over the DryFix® helical pin. Excludes removal of grout from the horizontal mortar joint and installation of Helibar or 9 gauge continuous wire.		
		<i>For Up To 10, Add</i>	1.08	
		<i>For &gt;10 To 50, Add</i>	0.54	
04 01 20 41-0111		<b>316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®)</b> <small>(04 01 20 41-0063)</small>		
04 01 20 41-0112	EA	8mm Diameter, 115mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®) .....	6.08	
		<i>For Up To 10, Add</i>	2.16	
		<i>For &gt;10 To 50, Add</i>	1.08	
		<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0113	EA	8mm Diameter, 155mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®) .....	6.57	
		<i>For Up To 10, Add</i>	2.16	
		<i>For &gt;10 To 50, Add</i>	1.08	
		<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0114	EA	8mm Diameter, 170mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®) .....	6.67	
		<i>For Up To 10, Add</i>	2.16	
		<i>For &gt;10 To 50, Add</i>	1.08	
		<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0115	EA	8mm Diameter, 195mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®) .....	6.87	
		<i>For Up To 10, Add</i>	2.16	
		<i>For &gt;10 To 50, Add</i>	1.08	
		<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0116	EA	8mm Diameter, 220mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®) .....	7.23	
		<i>For Up To 10, Add</i>	2.16	
		<i>For &gt;10 To 50, Add</i>	1.08	
		<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0117	EA	8mm Diameter, 245mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®) .....	7.53	
		<i>For Up To 10, Add</i>	2.16	
		<i>For &gt;10 To 50, Add</i>	1.08	
		<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0118	EA	8mm Diameter, 270mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®) .....	7.68	
		<i>For Up To 10, Add</i>	2.16	
		<i>For &gt;10 To 50, Add</i>	1.08	
		<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0119	EA	8mm Diameter, 295mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®) .....	7.88	
		<i>For Up To 10, Add</i>	2.16	
		<i>For &gt;10 To 50, Add</i>	1.08	
		<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0120	EA	8mm Diameter, 325mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®) .....	8.61	
		<i>For Up To 10, Add</i>	2.16	
		<i>For &gt;10 To 50, Add</i>	1.08	
		<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0121	EA	8mm Diameter, 350mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®) .....	8.74	
		<i>For Up To 10, Add</i>	2.16	
		<i>For &gt;10 To 50, Add</i>	1.08	
		<i>For Metal Stud Clip, Add</i>	1.88	

				DESCRIPTION	TOTAL DIRECT UNIT COST	DEMOLITION UNIT COST
04 01 20 41-0122	EA			8mm Diameter, 400mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	9.80	
				<i>For Up To 10, Add</i>	2.16	
				<i>For &gt;10 To 50, Add</i>	1.08	
				<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0123	EA			8mm Diameter, 450mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	10.69	
				<i>For Up To 10, Add</i>	2.16	
				<i>For &gt;10 To 50, Add</i>	1.08	
				<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0124	EA			8mm Diameter, 500mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	11.46	
				<i>For Up To 10, Add</i>	2.16	
				<i>For &gt;10 To 50, Add</i>	1.08	
				<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0125	EA			8mm Diameter, 550mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	14.15	
				<i>For Up To 10, Add</i>	2.16	
				<i>For &gt;10 To 50, Add</i>	1.08	
				<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0126	EA			8mm Diameter, 600mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	16.34	
				<i>For Up To 10, Add</i>	2.16	
				<i>For &gt;10 To 50, Add</i>	1.08	
				<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0127	EA			8mm Diameter, 700mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	19.53	
				<i>For Up To 10, Add</i>	2.16	
				<i>For &gt;10 To 50, Add</i>	1.08	
				<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0128	EA			10mm Diameter, 125mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	6.33	
				<i>For Up To 10, Add</i>	2.16	
				<i>For &gt;10 To 50, Add</i>	1.08	
				<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0129	EA			10mm Diameter, 155mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	6.82	
				<i>For Up To 10, Add</i>	2.16	
				<i>For &gt;10 To 50, Add</i>	1.08	
				<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0130	EA			10mm Diameter, 170mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	7.30	
				<i>For Up To 10, Add</i>	2.16	
				<i>For &gt;10 To 50, Add</i>	1.08	
				<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0131	EA			10mm Diameter, 195mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	7.73	
				<i>For Up To 10, Add</i>	2.16	
				<i>For &gt;10 To 50, Add</i>	1.08	
				<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0132	EA			10mm Diameter, 220mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	8.01	
				<i>For Up To 10, Add</i>	2.16	
				<i>For &gt;10 To 50, Add</i>	1.08	
				<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0133	EA			10mm Diameter, 245mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	8.19	
				<i>For Up To 10, Add</i>	2.16	
				<i>For &gt;10 To 50, Add</i>	1.08	
				<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0134	EA			10mm Diameter, 270mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	8.51	
				<i>For Up To 10, Add</i>	2.16	
				<i>For &gt;10 To 50, Add</i>	1.08	
				<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0135	EA			10mm Diameter, 300mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	8.64	
				<i>For Up To 10, Add</i>	2.16	
				<i>For &gt;10 To 50, Add</i>	1.08	
				<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0136	EA			10mm Diameter, 350mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	9.23	
				<i>For Up To 10, Add</i>	2.16	
				<i>For &gt;10 To 50, Add</i>	1.08	
				<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0137	EA			10mm Diameter, 400mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	10.03	
				<i>For Up To 10, Add</i>	2.16	
				<i>For &gt;10 To 50, Add</i>	1.08	
				<i>For Metal Stud Clip, Add</i>	1.88	
04 01 20 41-0138	EA			10mm Diameter, 450mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	10.76	
				<i>For Up To 10, Add</i>	2.16	
				<i>For &gt;10 To 50, Add</i>	1.08	
				<i>For Metal Stud Clip, Add</i>	1.88	

**04 Masonry**  
**04 01 Maintenance Of Masonry**  
**04 01 20 Maintenance Of Unit Masonry**



MINOR  
CSI UOM DESCRIPTION

TOTAL DIRECT DEMOLITION  
UNIT COST UNIT COST

04 01 20 41-0139	EA	10mm Diameter, 500mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	11.70
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0140	EA	10mm Diameter, 550mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	16.76
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0141	EA	10mm Diameter, 600mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	19.18
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0142	EA	10mm Diameter, 700mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix®).....	23.58
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0143	EA	8mm Tapered To 6.5mm Diameter, 155mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric) .....	7.51
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0144	EA	8mm Tapered To 6.5mm Diameter, 170mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric) .....	7.79
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0145	EA	8mm Tapered To 6.5mm Diameter, 185mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric) .....	7.99
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0146	EA	8mm Tapered To 6.5mm Diameter, 195mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric) .....	8.14
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0147	EA	8mm Tapered To 6.5mm Diameter, 220mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric) .....	8.58
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0148	EA	8mm Tapered To 6.5mm Diameter, 245mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric) .....	9.28
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0149	EA	8mm Tapered To 6.5mm Diameter, 270mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric) .....	9.51
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0150	EA	8mm Tapered To 6.5mm Diameter, 295mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric) .....	10.20
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0151	EA	10mm Tapered To 8mm Diameter, 155mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric) .....	8.22
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0152	EA	10mm Tapered To 8mm Diameter, 170mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric) .....	8.83
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0153	EA	10mm Tapered To 8mm Diameter, 195mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric) .....	9.26
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0154	EA	10mm Tapered To 8mm Diameter, 220mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric) .....	9.53
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88
04 01 20 41-0155	EA	10mm Tapered To 8mm Diameter, 245mm Length, 316 Stainless Steel Helical Pin, Dry Mechanical Pinning And Remedial Tying System (Helifix® DryFix® Asymmetric) .....	9.72
		<i>For Up To 10, Add</i>	2.16
		<i>For &gt;10 To 50, Add</i>	1.08
		<i>For Metal Stud Clip, Add</i>	1.88



BUY SMART. BUILD BETTER.

# SAMPLE TECHNICAL SPECIFICATIONS



THE  
**GORDIAN**  
GROUP®



## SECTION 04 01 20 51 - CLAY MASONRY RESTORATION AND CLEANING

### 1.1 GENERAL

#### A. Description Of Work

1. This specification covers the furnishing and installation of materials for clay masonry restoration and cleaning. Products shall be as follows or as directed by NJPA Member. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

#### B. Summary

1. Section includes maintenance of unit masonry consisting of brick and terra cotta clay masonry restoration and cleaning as follows:
  - a. Unused anchor removal.
  - b. Repairing unit masonry, including replacing units.
  - c. Painting steel uncovered during the work.
  - d. Reanchoring veneers.
  - e. Repointing joints.
  - f. Preliminary cleaning, including removing plant growth.
  - g. Cleaning exposed unit masonry surfaces.
2. Owner-Furnished Material: Salvaged brick (if salvaged brick is available from NJPA Member for reuse).

#### C. Definitions

1. Very Low-Pressure Spray: Under 100 psi (690 kPa).
2. Low-Pressure Spray: 100 to 400 psi (690 to 2750 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).
3. Medium-Pressure Spray: 400 to 800 psi (2750 to 5510 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).
4. High-Pressure Spray: 800 to 1200 psi (5510 to 8250 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).
5. Saturation Coefficient: Ratio of the weight of water absorbed during immersion in cold water to weight absorbed during immersion in boiling water; used as an indication of resistance of masonry units to freezing and thawing.

#### D. Preconstruction Testing

1. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on masonry units as follows.
  - a. Existing Brick and Terra Cotta: Test each type of existing masonry unit indicated for replacement, according to testing methods in ASTM C 67 for compressive strength, 24-hour cold-water absorption, 5-hour boil absorption, saturation coefficient, and initial rate of absorption (suction). Carefully remove five existing units from locations designated by NJPA Member. Take testing samples from these units.
  - b. Existing Mortar: Test according to ASTM C 295, modified as agreed by testing service and NJPA Member for Project requirements, to determine proportional composition of original ingredients, sizes and colors of aggregates, and approximate strength. Use X-ray diffraction, infrared spectroscopy, and differential thermal analysis as necessary to supplement microscopical methods. Carefully remove existing mortar from within joints at five locations designated by NJPA Member or testing service.
  - c. Temporary Patch: as directed by NJPA Member, provide temporary materials at locations from which existing samples were taken.
  - d. Replacement Brick and Terra Cotta: Test each proposed type of replacement masonry unit, according to sampling and testing methods in ASTM C 67 for compressive strength, 24-hour cold-water absorption, 5-hour boil absorption, saturation coefficient, and initial rate of absorption (suction).

#### E. Submittals





1. Product Data: For each type of product indicated.
2. Shop Drawings: For the following:
  - a. Full-size patterns with complete dimensions for new terra cotta units, specially molded brick shapes, and brick arches and their jointing, showing relation of existing to new units.
  - b. Setting number of each new terra cotta unit and its location on the structure in annotated plans and elevations.
  - c. Provisions for expansion joints or other sealant joints.
  - d. Provisions for flashing, lighting fixtures, conduits, and weep holes as required.
  - e. Replacement and repair anchors. Include details of anchors within individual masonry units, with locations of anchors and dimensions of holes and recesses in units required for anchors.
3. Samples: For each exposed product and for each color and texture specified.
4. Preconstruction Test Reports.

F. Quality Assurance

1. Restoration Specialist Qualifications: Engage an experienced, preapproved masonry restoration and cleaning firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience installing standard unit masonry is not sufficient experience for masonry restoration work.
  - a. At Contractor's option, work may be divided between two specialist firms: one for cleaning work and one for repair work.
  - b. Field Supervision: Restoration specialist firms shall maintain experienced full-time supervisors on Project site during times that clay masonry restoration and cleaning work is in progress. Supervisors shall not be changed during Project except for causes beyond the control of restoration specialist firm.
  - c. Restoration Worker Qualifications: Persons who are experienced and specialize in restoration work of types they will be performing. When masonry units are being patched, assign at least one worker among those performing patching work who is trained and certified by manufacturer of patching compound to apply its products.
2. Terra Cotta Manufacturer Qualifications: A firm regularly engaged in manufacturing custom architectural terra cotta units for building restoration purposes, of same type and of similar size, complexity, and tolerances as those required for the Work.
3. Mockups: Prepare mockups of restoration and cleaning to demonstrate aesthetic effects and set quality standards for materials and execution and for fabrication and installation.
  - a. Masonry Repair: Prepare sample areas for each type of masonry material indicated to have repair work performed. If not otherwise indicated, size each mockup not smaller than 2 adjacent whole units or approximately 48 inches (1200 mm) in least dimension. Erect sample areas in existing walls unless otherwise indicated, to demonstrate quality of materials, workmanship, and blending with existing work. Include the following as a minimum:
    - 1) Replacement:
      - a) Four brick units replaced.
      - b) Four terra cotta units replaced.
    - 2) Reanchoring Veneers: Install three masonry repair anchors in mockup wall assembly of each anchor type required.
    - 3) Patching: Three small holes at least 1 inch (25 mm) in diameter **OR** as directed, **as directed**, for each type of masonry material indicated to be patched, so as to leave no evidence of repair.
    - 4) Widening Joints: Widen a joint in 2 separate locations, each approximately 12 inches (300 mm) long **OR** as directed, **as directed**.
  - b. Repointing: Rake out joints in 2 separate areas, each approximately 36 inches (900 mm) high by 48 inches (1200 mm) wide **OR** as indicated, **as directed**, for each type of repointing required and repoint one of the areas.



- c. Cleaning: Clean an area approximately 25 sq. ft. (2.3 sq. m) **OR** as indicated, **as directed**, for each type of masonry and surface condition.
  4. Preinstallation Conference: Conduct conference at Project site.
- G. Delivery, Storage, And Handling
1. Deliver masonry units to Project site strapped together in suitable packs or pallets or in heavy-duty cartons.
  2. Deliver each piece of terra cotta with code mark or setting number on unexposed face, corresponding to Shop Drawings, using nonstaining paint.
  3. Deliver other materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
  4. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
  5. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
  6. Store lime putty covered with water in sealed containers.
  7. Store sand where grading and other required characteristics can be maintained and contamination avoided.
- H. Project Conditions
1. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit masonry restoration and cleaning work to be performed according to manufacturers' written instructions and specified requirements.
  2. Repair masonry units and repoint mortar joints only when air temperature is between 40 and 90 deg F (4 and 32 deg C) and is predicted to remain so for at least 7 days after completion of the Work unless otherwise indicated.
  3. Cold-Weather Requirements: Comply with the following procedures for masonry repair and mortar-joint pointing unless otherwise indicated:
    - a. When air temperature is below 40 deg F (4 deg C), heat mortar ingredients, masonry repair materials, and existing masonry walls to produce temperatures between 40 and 120 deg F (4 and 49 deg C).
    - b. When mean daily air temperature is below 40 deg F (4 deg C), provide enclosure and heat to maintain temperatures above 32 deg F (0 deg C) within the enclosure for 7 days after repair and pointing.
    - c. Hot-Weather Requirements: Protect masonry repair and mortar-joint pointing when temperature and humidity conditions produce excessive evaporation of water from mortar and repair materials. Provide artificial shade and wind breaks and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F (32 deg C) and above unless otherwise indicated.
  4. For manufactured repair materials, perform work within the environmental limits set by each manufacturer.
  5. Clean masonry surfaces only when air temperature is 40 deg F (4 deg C) and above and is predicted to remain so for at least 7 days after completion of cleaning.

## 1.2 PRODUCTS

### A. Masonry Materials

1. Face Brick: Provide face brick, including specially molded, ground, cut, or sawed shapes where required to complete masonry restoration work.
  - a. Provide units with physical properties, colors, color variation within units, surface texture, size, and shape to match existing brickwork.
    - 1) Physical Properties per ASTM C 67:
    - 2) For existing brickwork that exhibits a range of colors or color variation within units, provide brick that proportionally matches that range and variation rather than brick that matches an individual color within that range.



- b. Special Shapes:
    - 1) Provide specially molded, 100 percent solid shapes for applications where core holes or "frogs" could be exposed to view or weather when in final position and where shapes produced by sawing would result in sawed surfaces being exposed to view.
    - 2) Provide specially ground units, shaped to match patterns, for arches and where indicated.
    - 3) Mechanical chopping or breaking brick, or bonding pieces of brick together by adhesive, are not acceptable procedures for fabricating special shapes.
  - c. Tolerances as Fabricated: Comply with tolerance requirements in ASTM C 216, Type FBX **OR** Comply with tolerance requirements in ASTM C 216, Type FBS, **as directed**.
2. Building Brick: Provide building brick complying with ASTM C 62, of same vertical dimension as face brick, for masonry work concealed from view.
    - a. Grade SW where in contact with earth.
    - b. Grade SW, MW, or NW for concealed backup.
  3. Salvaged Brick: Obtain salvaged brick from NJPA Member from location shown on Drawings. Clean off residual mortar.
  4. Glazed Terra Cotta: Provide new terra cotta units to match existing terra cotta units in body composition, physical properties, color, gloss, surface texture, thickness, profile, dimensions, and composition of surface glaze.
    - a. Physical Properties: Provide units with tested physical properties within 10 percent of those determined from preconstruction testing of selected existing units.
      - 1) Physical Properties per ASTM C 67:
    - b. Tolerances as Fabricated: Comply with tolerance requirements in ASTM C 212, Type FTX.
  5. Brownstone Terra Cotta: Provide new, unglazed, brownstone terra cotta units to match existing terra cotta units in body composition, physical properties, colors, color variation within units, surface texture, unit profile, and dimensions.
    - a. Physical Properties: Provide units with tested physical properties within 10 percent of those determined from preconstruction testing of selected existing units.
    - b. Physical Properties per ASTM C 67:
    - c. Tolerances as Fabricated: Comply with tolerance requirements in ASTM C 212, Type FTX.
    - d. For existing terra cotta that exhibits a range of colors or color variation within units, provide terra cotta that proportionally matches that range and variation rather than terra cotta that matches an individual color within that range.
- B. Mortar Materials
1. Portland Cement: ASTM C 150, Type I or Type II, white or gray or both where required for color matching of exposed mortar.
    - a. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.
  2. Hydrated Lime: ASTM C 207, Type S.
  3. Factory-Prepared Lime Putty: ASTM C 1489.
  4. Quicklime: ASTM C 5, pulverized lime.
  5. Mortar Sand: ASTM C 144 unless otherwise indicated.
    - a. Color: Provide natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
    - b. For pointing mortar, provide sand with rounded edges.
    - c. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
  6. Mortar Pigments: Natural and synthetic iron oxides, compounded for mortar mixes. Use only pigments with a record of satisfactory performance in masonry mortars.
  7. Water: Potable.



C. Manufactured Repair Materials

1. Masonry Patching Compound: Factory-mixed cementitious product that is custom manufactured for patching masonry.
  - a. Use formulation that is vapor- and water permeable (equal to or more than the masonry unit), exhibits low shrinkage, has lower modulus of elasticity than the masonry units being repaired, and develops high bond strength to all types of masonry.
  - b. Use formulation having working qualities and retardation control to permit forming and sculpturing where necessary.
  - c. Formulate patching compound used for patching brick and terra cotta in colors and textures to match each masonry unit being patched.
2. Terra Cotta Glaze Replacement: A high-solids, nonyellowing, fade-resistant, waterborne polyurethane or epoxy coating intended for exterior use as terra cotta glaze replacement. Product shall be custom mixed by manufacturer to match color and gloss of existing terra cotta glaze.

D. Paint Removers

1. Alkaline Paste Paint Remover: Manufacturer's standard alkaline paste formulation for removing paint coatings from masonry.
2. Covered or Skin-Forming Alkaline Paint Remover: Manufacturer's standard covered or skin-forming alkaline formulation for removing paint coatings from masonry.
3. Solvent-Type Paint Remover: Manufacturer's standard water-rinsable, solvent-type gel formulation for removing paint coatings from masonry.
4. Low-Odor, Solvent-Type Paint Remover: Manufacturer's standard low-odor, water-rinsable solvent-type gel formulation, containing no methanol or methylene chloride, for removing paint coatings from masonry.

E. Cleaning Materials

1. Water: Potable.
2. Hot Water: Water heated to a temperature of 140 to 160 deg F (60 to 71 deg C).
3. Job-Mixed Detergent Solution: Solution prepared by mixing 2 cups (0.5 L) of tetrasodium polyphosphate, 1/2 cup (125 mL) of laundry detergent, and 20 quarts (20 L) of hot water for every 5 gal. (20 L) of solution required.
4. Job-Mixed Mold, Mildew, and Algae Remover: Solution prepared by mixing 2 cups (0.5 L) of tetrasodium polyphosphate, 5 quarts (5 L) of 5 percent sodium hypochlorite (bleach), and 15 quarts (15 L) of hot water for every 5 gal. (20 L) of solution required.
5. Nonacidic Gel Cleaner: Manufacturer's standard gel formulation, with pH between 6 and 9, that contains detergents with chelating agents and is specifically formulated for cleaning masonry surfaces.
6. Nonacidic Liquid Cleaner: Manufacturer's standard mildly alkaline liquid cleaner formulated for removing mold, mildew, and other organic soiling from ordinary building materials, including polished stone, brick, aluminum, plastics, and wood.
7. Mild Acidic Cleaner: Manufacturer's standard mildly acidic cleaner containing no muriatic (hydrochloric), hydrofluoric, or sulfuric acid; or ammonium bifluoride or chlorine bleaches.
8. Acidic Cleaner: Manufacturer's standard acidic masonry cleaner composed of hydrofluoric acid or ammonium bifluoride blended with other acids, detergents, wetting agents, and inhibitors.
9. Two-Part Chemical Cleaner: Manufacturer's standard system consisting of potassium or sodium hydroxide based, alkaline prewash cleaner and acidic afterwash cleaner that does not contain hydrofluoric acid.

F. Accessory Materials

1. Liquid Strippable Masking Agent: Manufacturer's standard liquid, film-forming, strippable masking material for protecting glass, metal, and polished stone surfaces from damaging effects of acidic and alkaline masonry cleaners.
2. Terra Cotta Anchors: Type and size indicated or, if not indicated, to match existing anchors in size and type. Fabricate anchors from Type 304 **OR** Type 316, **as directed**, stainless steel.



3. Masonry Repair Anchors, Expansion Type: Mechanical fasteners designed for masonry veneer stabilization consisting of 1/4-inch- (6-mm-) diameter, Type 304 **OR** Type 316, **as directed**, stainless-steel rod with brass expanding shells at each end and water-shedding washer in the middle. Expanding shells shall be designed to provide positive mechanical anchorage to veneer on one end and backup masonry on the other.
4. Masonry Repair Anchors, Spiral Type: Type 304 **OR** Type 316, **as directed**, stainless-steel spiral rods designed to anchor to backing and veneer. Anchors are flexible in plane of veneer but rigid perpendicular to it.
  - a. Provide adhesive-installed anchors complete with manufacturer's standard epoxy adhesive and injection tubes, or other devices required for installation.
  - b. Provide driven-in anchors designed to be installed in drilled holes and relying on screw effect rather than adhesive to secure them to backup and veneer.
5. Masonry Repair Anchors, Rod/Screen Tube Type: Stainless-steel screen tube with or without Type 304 **OR** Type 316, **as directed**, stainless-steel rod, adhesive installed by injection with manufacturer's standard epoxy adhesive, complete with other devices required for installation.
6. Sealant Materials:
  - a. Provide manufacturer's standard chemically curing, elastomeric sealant(s) of base polymer and characteristics indicated below that comply with applicable requirements in Division 07 Section "Joint Sealants".
    - 1) Single-component, nonsag urethane sealant.
  - b. Colors: Provide colors of exposed sealants to match colors of masonry adjoining installed sealant unless otherwise indicated.
  - c. Ground-Mortar Aggregate: Custom crushed and ground pointing mortar sand or existing mortar retrieved from joints. Grind to a particle size that matches the adjacent mortar aggregate and color. Remove all fines passing the 100 sieve.
7. Joint-Sealant Backing:
  - a. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) or Type B (bicellular material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
  - b. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where acceptable.
8. Setting Buttons: Resilient plastic buttons, nonstaining to masonry, sized to suit joint thicknesses and bed depths of masonry units without intruding into required depths of pointing materials.
9. Masking Tape: Nonstaining, nonabsorbent material, compatible with pointing mortar, joint primers, sealants, and surfaces adjacent to joints; that will easily come off entirely, including adhesive.
10. Antirust Coating: Fast-curing, lead- and chromate-free, self-curing, universal modified-alkyd primer complying with MPI #79, Alkyd Anticorrosive Metal Primer or SSPC-Paint 20 or SSPC-Paint 29 zinc-rich coating.
  - a. Use coating requiring no better than SSPC-SP 2, "Hand Tool Cleaning" **OR** SSPC-SP 3, "Power Tool Cleaning" **OR** SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning", **as directed**, surface preparation according to manufacturer's literature or certified statement.
  - b. Use coating with a VOC content of 420 g/L (3.5 lb/gal.) or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
11. Miscellaneous Products: Select materials and methods of use based on the following, subject to approval of a mockup:
  - a. Previous effectiveness in performing the work involved.
  - b. Little possibility of damaging exposed surfaces.
  - c. Consistency of each application.
  - d. Uniformity of the resulting overall appearance.
  - e. Do not use products or tools that could do the following:
    - 1) Remove, alter, or in any way harm the present condition or future preservation of existing surfaces, including surrounding surfaces not in contract.





- 2) Leave a residue on surfaces.

G. Mortar Mixes

1. Preparing Lime Putty: Slake quicklime and prepare lime putty according to appendix to ASTM C 5 and manufacturer's written instructions.
2. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
  - a. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.
3. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without NJPA Member's approval.
  - a. Mortar Pigments: Where mortar pigments are indicated, do not exceed a pigment-to-cement ratio of 1:10 by weight.
4. Do not use admixtures in mortar unless otherwise indicated.
5. Mortar Proportions: Mix mortar materials in the following proportions:
  - a. Pointing Mortar for Brick: 1 part portland cement, 2 parts lime, and 6 parts sand **OR** 1 part portland cement, 6 parts lime, and 12 parts sand, **as directed**.
    - 1) Add mortar pigments to produce mortar colors required.
  - b. Pointing Mortar for Terra Cotta: 1 part white portland cement, 1 part lime, and 6 parts sand.
    - 1) Add mortar pigments to produce mortar colors required.
  - c. Rebuilding (Setting) Mortar: Same as pointing mortar except mortar pigments are not required, **as directed**.
  - d. Rebuilding (Setting) Mortar: 1 part portland cement, 2 parts lime, and 6 parts sand **OR** 1 part portland cement, 6 parts lime, and 12 parts sand, **as directed**.
  - e. Rebuilding (Setting) Mortar: Comply with ASTM C 270, Proportion Specification, Type N unless otherwise indicated; with cementitious material limited to portland cement and lime.

H. Chemical Cleaning Solutions

1. Dilute chemical cleaners with water to produce solutions not exceeding concentration recommended by chemical-cleaner manufacturer.
2. Acidic Cleaner Solution for Brick and Brownstone Terra Cotta: Dilute with water to produce hydrofluoric acid content of 3 percent or less, but not greater than that recommended by chemical-cleaner manufacturer.
3. Acidic Cleaner Solution for Glazed Terra Cotta: Dilute with water to concentration demonstrated by testing that does not etch or otherwise damage terra cotta surface, but not greater than that recommended by chemical-cleaner manufacturer.

1.3 EXECUTION

A. Protection

1. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm resulting from masonry restoration work.
  - a. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during course of restoration and cleaning work.
2. Comply with chemical-cleaner manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products. Prevent chemical-cleaning solutions from coming into contact with people, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.



- a. Cover adjacent surfaces with materials that are proven to resist chemical cleaners used unless chemical cleaners being used will not damage adjacent surfaces. Use materials that contain only waterproof, UV-resistant adhesives. Apply masking agents to comply with manufacturer's written instructions. Do not apply liquid masking agent to painted or porous surfaces. When no longer needed, promptly remove masking to prevent adhesive staining.
  - b. Keep wall wet below area being cleaned to prevent streaking from runoff.
  - c. Do not clean masonry during winds of sufficient force to spread cleaning solutions to unprotected surfaces.
  - d. Neutralize and collect alkaline and acid wastes for disposal off NJPA Member's property.
  - e. Dispose of runoff from cleaning operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.
3. Prevent mortar from staining face of surrounding masonry and other surfaces.
    - a. Cover sills, ledges, and projections to protect from mortar droppings.
    - b. Keep wall area wet below rebuilding and pointing work to discourage mortar from adhering.
    - c. Immediately remove mortar in contact with exposed masonry and other surfaces.
    - d. Clean mortar splatters from scaffolding at end of each day.
  4. Remove gutters and downspouts adjacent to masonry and store where indicated during masonry restoration and cleaning. Reinstall when masonry restoration and cleaning are complete.
    - a. Provide temporary rain drainage during work as indicated to direct water away from building.
- B. Unused Anchor Removal**
1. Remove masonry anchors, brackets, wood nailers, and other extraneous items no longer in use unless identified as historically significant or indicated to remain.
    - a. Remove items carefully to avoid spalling or cracking masonry.
    - b. Where directed, if an item cannot be removed without damaging surrounding masonry, do the following:
      - 1) Cut or grind off item approximately 3/4 inch (20 mm) beneath surface and core drill a recess of same depth in surrounding masonry as close around item as practical.
      - 2) Immediately paint exposed end of item with two coats of antirust coating, following coating manufacturer's written instructions and without exceeding manufacturer's recommended dry film thickness per coat. Keep paint off sides of recess.
    - c. Patch the hole where each item was removed unless directed to remove and replace the masonry unit.
- C. Brick Removal And Replacement**
1. At locations indicated, remove bricks that are damaged, spalled, or deteriorated or are to be reused. Carefully demolish or remove entire units from joint to joint, without damaging surrounding masonry, in a manner that permits replacement with full-size units.
    - a. When removing single bricks, remove material from center of brick and work toward outside edges.
  2. Support and protect remaining masonry that surrounds removal area. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.
  3. Notify NJPA Member of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing masonry backup, rotted wood, rusted metal, and other deteriorated items.
  4. Remove in an undamaged condition as many whole bricks as possible.
    - a. Remove mortar, loose particles, and soil from brick by cleaning with hand chisels, brushes, and water.
    - b. Remove sealants by cutting close to brick with utility knife and cleaning with solvents.
    - c. Store brick for reuse. Store off ground, on skids, and protected from weather.
    - d. Deliver cleaned brick not required for reuse to NJPA Member unless otherwise indicated.
  5. Clean bricks surrounding removal areas by removing mortar, dust, and loose particles in preparation for replacement.



6. Replace removed damaged brick with other removed brick and salvaged brick in good quality, where possible, or with new brick matching existing brick, including size. Do not use broken units unless they can be cut to usable size.
  7. Install replacement brick into bonding and coursing pattern of existing brick. If cutting is required, use a motor-driven saw designed to cut masonry with clean, sharp, unchipped edges.
    - a. Maintain joint width for replacement units to match existing joints.
    - b. Use setting buttons or shims to set units accurately spaced with uniform joints.
  8. Lay replacement brick with completely filled bed, head, and collar joints. Butter ends with sufficient mortar to fill head joints and shove into place. Wet both replacement and surrounding bricks that have ASTM C 67 initial rates of absorption (suction) of more than 30 g/30 sq. in. per min. (30 g/194 sq. cm per min.). Use wetting methods that ensure that units are nearly saturated but surface is dry when laid.
    - a. Tool exposed mortar joints in repaired areas to match joints of surrounding existing brickwork.
    - b. Rake out mortar used for laying brick before mortar sets and point new mortar joints in repaired area to comply with requirements for repointing existing masonry, and at same time as repointing of surrounding area.
    - c. When mortar is sufficiently hard to support units, remove shims and other devices interfering with pointing of joints.
- D. Terra Cotta Removal And Replacement
1. At locations indicated, remove terra cotta units that are damaged, spalled, or deteriorated. Carefully demolish or remove entire units from joint to joint, without damaging surrounding masonry, in a manner that permits replacement with full-size units.
  2. Support and protect remaining masonry that was supported by removed units. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.
  3. Notify NJPA Member of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing masonry backup, rotted wood, rusted metal, and other deteriorated items.
  4. Clean masonry surrounding removal areas by removing mortar, dust, and loose particles in preparation for replacement.
  5. Install replacement units into bonding and coursing pattern of existing units.
    - a. Do not cut or grind glazed terra cotta.
    - b. If minor cutting of replacement brownstone terra cotta is required, use a motor-driven grinder or saw designed to cut masonry with clean, sharp, unchipped edges. Do not cut or grind more than 1/8 inch (3 mm) along any edge.
    - c. Use setting buttons or shims to set units accurately spaced with uniform joints.
  6. Set replacement units in a full bed of mortar. Replace existing anchors with new anchors of size and type indicated.
    - a. Embed anchors in mortar and fill voids behind units with mortar.
    - b. Tool exposed mortar joints in repaired areas to match joints of surrounding existing terra cotta.
    - c. Rake out mortar used for laying terra cotta before mortar sets and point new mortar joints in repaired area to comply with requirements for repointing existing masonry, and at same time as repointing of surrounding area.
    - d. When mortar is sufficiently hard to support units, remove shims and other devices interfering with pointing of joints.
- E. Reanchoring Veneers
1. Install masonry repair anchors in horizontal mortar joints and according to manufacturer's written instructions. Install at not more than 16 inches (400 mm) o.c. vertically and 32 inches (800 mm) o.c. horizontally unless otherwise indicated. Install at locations to avoid penetrating flashing.
  2. Recess anchors at least 5/8 inch (16 mm) from surface of mortar joint and fill recess with pointing mortar.
- F. Painting Steel Uncovered During The Work



1. Inspect steel exposed during masonry removal. Where NJPA Member determines that it is structural, or for other reasons cannot be totally removed, prepare and paint it as follows:
  - a. Remove paint, rust, and other contaminants according to SSPC-SP 2, "Hand Tool Cleaning" **OR** SSPC-SP 3, "Power Tool Cleaning" **OR** SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning", **as directed**, as applicable to meet paint manufacturer's recommended preparation.
  - b. Immediately paint exposed steel with two coats of antirust coating, following coating manufacturer's written instructions and without exceeding manufacturer's recommended rate of application (dry film thickness per coat).
2. If on inspection and rust removal, the cross section of a steel member is found to be reduced from rust by more than 1/16 inch (1.6 mm), notify NJPA Member before proceeding.

#### G. Masonry Unit Patching

1. Patch the following masonry units unless another type of replacement or repair is indicated:
  - a. Units indicated to be patched.
  - b. Units with holes.
  - c. Units with chipped edges or corners.
  - d. Units with small areas of deep deterioration.
2. Remove and replace existing patches unless otherwise indicated or approved by NJPA Member.
3. Patching Bricks:
  - a. Remove loose material from masonry surface. Carefully remove additional material so patch will not have feathered edges but will have square or slightly undercut edges on area to be patched and will be at least 1/4 inch (6 mm) thick, but not less than recommended by patching compound manufacturer.
  - b. Mask adjacent mortar joint or rake out for repointing if patch will extend to edge of masonry unit.
  - c. Mix patching compound in individual batches to match each unit being patched. Combine one or more colors of patching compound, as needed, to produce exact match.
  - d. Rinse surface to be patched and leave damp, but without standing water.
  - e. Brush-coat surfaces with slurry coat of patching compound according to manufacturer's written instructions.
  - f. Place patching compound in layers as recommended by patching compound manufacturer, but not less than 1/4 inch (6 mm) or more than 2 inches (50 mm) thick. Roughen surface of each layer to provide a key for next layer.
  - g. Trowel, scrape, or carve surface of patch to match texture and surrounding surface plane or contour of the masonry unit. Shape and finish surface before or after curing, as determined by testing, to best match existing masonry unit.
  - h. Keep each layer damp for 72 hours or until patching compound has set.
4. Patching Terra Cotta:
  - a. Remove deteriorated material as determined by sounding gently with a small hammer. Carefully remove additional material so patch will not have feathered edges but will have square or slightly undercut edges on area to be patched and will be at least 1/4 inch (6 mm) thick, but not less than recommended by patching compound manufacturer.
  - b. Where mortar joints adjacent to patch are open, fill back of joints with pointing mortar and allow to cure before patching terra cotta. Leave space for pointing joints according to "Repointing Masonry" Article.
  - c. Mask adjacent mortar joint or rake out for repointing if patch will extend to edge of unit.
  - d. Rinse surface to be patched and leave damp, but without standing water.
  - e. Brush-coat surfaces with slurry coat of patching compound according to manufacturer's written instructions.
  - f. Place patching compound in layers as recommended by patching compound manufacturer, but not less than 1/4 inch (6 mm) or more than 2 inches (50 mm) thick. Roughen surface of each layer to provide a key for next layer.
  - g. Do not apply patching compound over mortar joints. If patching compound bridges mortar joints, cut out joints after patching compound hardens.



Proposal Opening Witness

Date of opening: July 29, 2015

The witnesses signed below hereby witness they were present on the above date and in witness of the public opening of all responses received to the Request For Proposal #071415 for the procurement of INDEFINITE QUANTITY CONSTRUCTION CONTRACTING SYSTEMS AND RELATED SERVICES by NJPA and NJPA Members.

Proposals are evaluated first for level-one responsiveness and thereafter for content (level-two responsiveness). Level-one responsiveness consists of the following criteria:

- 1. Was the response received before the deadline of submission?
2. Was the response properly identified and addressed?
3. Did the response contain pricing document (with apparent discounts), sample certificate of liability insurance, and all forms fully completed?
4. Did the response include hard copy completed, signed, and dated RFP Forms C, D, and F?
5. Did the response include hard copy signed signature-page-only from Forms A and P?
6. Did the response, if applicable, include all signed addenda issued in relation to this RFP?
7. Did the response contain an electronic copy (CD or flash drive) of the entire response?
8. Does the response fall within the scope of the RFP as determined by the Proposal Evaluation Committee?

Responses were received from the following:

The Gordian Group, Inc. - received 7/27/15 at 12:00 p.m.

- Bidder missing signed Addendums
Bidder missing Certificate of Insurance
Bidder deemed responsive

Basic IDIQ, Inc.. - received 7/27/15 at 10:47 a.m.

- Bidder deemed responsive

WITNESSES:

Ginger Line, CPPB, Sr. Contract Procurement Analyst, NJPA 7/29/15

Gregg Meierhofer, CPPO, Sr. Contract Products & Pricing Analyst, NJPA 7/29/15

Jonathan Yahn, Contracts and Compliance Manager, NJPA 7/29/15

Joe Morgan, Contract Manager, NJPA 7/29/15





**National Joint Powers Alliance® (herein NJPA)**

**REQUEST FOR PROPOSAL (herein RFP)**

for the procurement of

**INDEFINITE QUANTITY CONSTRUCTION CONTRACTING SYSTEMS  
AND RELATED SERVICES**

**RFP Opening**

**JULY 15, 2015**

8:00 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12<sup>th</sup> Street Northeast, Staples, MN 56479

**RFP #071415**

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #071415 INDEFINITE QUANTITY CONSTRUCTION CONTRACTING SYSTEMS AND RELATED SERVICES. Details of this RFP are available beginning MAY 15, 2015. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until JULY 14, 2015 at 4:30 p.m. Central Time at the above address and opened JULY 15, 2015 at 8:00 a.m. Central Time.

**RFP Timeline**

**MAY 15, 2015**

**Publication of RFP in the print and online version of the *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to: <http://www.njpacoop.org/oregon-advertising>), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.**

**JUNE 18, 2015**

**10:00 a.m. Central Time**

**Pre-Proposal Conference (the webcast/conference call. The connection information will be sent to all inquirers two business days before the conference).**

**JULY 7, 2015**

**Deadline for RFP questions.**

**JULY 14, 2015**

**4:30 p.m. Central Time**

**Deadline for Submission of Proposals. Late responses will be returned unopened.**

**JULY 15, 2015**

**8:00 a.m. Central Time**

**Public Opening of Proposals.**

Direct questions regarding this RFP to: Jonathan Yahn at [jonathan.yahn@njpacoop.org](mailto:jonathan.yahn@njpacoop.org) or (218)895-4144.

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## **1 DEFINITIONS**

### **A. CONTRACT**

“Contract” as used herein shall consist of: this RFP, pricing, fully executed forms C, D, F & P from the Proposer’s response pursuant to this RFP, and a fully executed form E (“Acceptance and Award”) with final terms and conditions. Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

### **B. CURRENCY**

All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

### **C. EXCLUSIVE VENDOR**

A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members nationally. A Proposer that exhibits and demonstrates the ability to offer and execute an outstanding overall program, demonstrates the ability and willingness to serve NJPA current and qualifying Members in all 50 states and comply with all other requirements of this RFP, is preferred.

### **D. FOB**

FOB stands for “Freight On Board” and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. “FOB Destination” defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer’s designated delivery point. FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

### **E. HUB PARTNER**

An organization that a member requests to be served through with an Awarded Vendor for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction.

### **F. PROPOSER**

A company, person, or entity delivering a timely response to this RFP.

### **G. REQUEST FOR PROPOSAL**

Herein referred to as RFP.

### **H. SOURCED GOODS**

A Sourced Good or Open Market Item is a product within the RFP’s scope - generally deemed incidental to the total transaction or purchase of contract items - which a member wants to buy under contract from an Awarded Vendor that is not currently available under the Vendor’s NJPA contract.

### **I. TIME**

Periods of time, stated as number of days, shall be in calendar days.

### **J. TOTAL COST OF ACQUISITION**

The Total Cost of Acquisition for the equipment/products and related services being proposed is the cost of the proposed equipment/products and related services delivered and operational for its intended purpose in the end-user’s location.

### **K. VENDOR**

A Proposer whose response has been awarded a contract pursuant to this RFP.

## **2 ADVERTISEMENT OF RFP**

**2.1** NJPA shall advertise this solicitation: 1) once each in Oregon’s Daily Journal of Commerce, South Carolina’s The State and Utah’s Salt Lake Tribune; 2) on NJPA’s website; 3) in the hard copy print and online editions of the USA Today; and 4) on other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia, PublicPurchase.com, MERX and Biddingo.

**2.2** NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

## **3 INTRODUCTION**

### **A. ABOUT NJPA**

**3.1** The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

**3.2** Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at [www.njpacoop.org](http://www.njpacoop.org).

**3.3** NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA’s Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.

**3.3.1** **Subject to Approval of the NJPA Board:** NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.

**3.4** NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

### **B. JOINT EXERCISE OF POWERS LAWS**

**3.5** NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other States and Canadian Provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states “Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties...” This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

### **C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT**

**3.6** National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

**3.6.1** National cooperative contracts potentially save the time and effort of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

**3.6.2** NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

**3.7** State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

**3.8** The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

**3.9** NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

#### D. THE INTENT OF THIS RFP

**3.10. National contract awarded by the NJPA Board of Directors:** NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee reviews and recommends vendors for to award a national contract by the action of the NJPA Board of Directors. NJPA's primary intent is to establish and provide a national cooperative procurement contract which offer opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

**3.11** Beyond our primary intent, NJPA further desires to:

**3.11.1** Award a four year term contract with a fifth year contract option resulting from this RFP;

**3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP

**3.11.3** Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";

**3.11.4** Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.



**3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies

**3.12 Exclusive or Multiple Awards:** Based on the goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA's national membership. It is NJPA's intent and desire to award a contract to a single exclusive Vendor to serve our membership's needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

**3.13 Non-Manufacturer Awards:** NJPA reserves the right to make an award related to this invitation to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

**3.14 Manufacturer as a Proposer:** If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's authorized Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

**3.15 Dealer/Re-seller as a Proposer:** If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

## E. SCOPE OF THIS RFP

**3.16 Scope:** The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of [INDEFINITE QUANTITY CONSTRUCTION CONTRACTING SYSTEMS AND RELATED SERVICES .]

**3.17 Additional Scope Definitions:** For purposes of the scope of this solicitation:

**3.17.1** In addition to [INDEFINITE QUANTITY CONSTRUCTION CONTRACTING SYSTEMS AND RELATED SERVICES ] **this solicitation should be read to include, but not limited to:**

**3.17.1.1** N/A |

**3.17.2** NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

**3.17.2.1** N/A|

**3.18 Overlap of Scope:** When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a “Scope of Proposal,” please consider the validity of an inverse statement.

**3.18.1** For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

**3.18.2** In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

**3.18.3** In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original “Scope” as intended by NJPA.

**3.19 Best and Most Responsive – Responsible Proposer:** It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer’s Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

**3.20 Sealed Proposals:** NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

**3.21 Use of Contract:** Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

**3.22 Awarded Vendor’s interest in a contract resulting from this RFP:** Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as “contract compliant,” products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

**3.23 Sole Source of Responsibility-** NJPA desires a “Sole Source of Responsibility” Vendor. This means the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

**3.23.1 Scope of Equipment/Products/Services:** NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

**3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services:** NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

**3.24.1** Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

**3.24.1.1 Equipment/Products Only Solution:** Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

**3.24.1.2 Turn-Key Solutions:** A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

**3.24.1.3 Good, Better, Best:** Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Members' needs.

**3.24.1.4 Proven – Accepted – Leading Edge Technology:** Where appropriate and properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members' needs both now and into the future.

**3.24.2** If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

**3.25 Geographic Area to be Proposed:** This RFP invites proposals to provide INDEFINITE QUANTITY CONSTRUCTION CONTRACTING SYSTEMS AND RELATED SERVICES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

**3.26 Contract Term:** At NJPA's option a contract resulting from this RFP will become effective either the date awarded by the NJPA Board of Directors or the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

**3.26.1** NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

**3.27 Minimum Contract Value:** NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

**3.28 Estimated Contract Volume:** Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

**3.29 Contract Availability:** This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

**3.30 Proposer's Commitment Period:** In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

## F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

**3.31 Industry Standards:** Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the INDEFINITE QUANTITY CONSTRUCTION CONTRACTING SYSTEMS AND RELATED SERVICES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

**3.31.1 Deviations from industry standards** must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

**3.31.2 Technical Descriptions/Specifications.** Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G. Proposers must supply sufficient information to:

**3.31.2.1** demonstrate the Proposer's knowledge of industry standards;

**3.31.2.2** identify the equipment/products and services being proposed; and

**3.31.2.3** differentiate equipment/products and services from others.

**3.32 New Current Model Equipment/Products:** Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

**3.33 Compliance with laws and standards:** All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

**3.34 Delivered and operational:** Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

**3.35 Warranty:** The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

**3.36 Additional Warrants:** The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition,

Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

## G. SOLUTIONS BASED SOLICITATION

**3.37** NJPA solicitations and contract process will not offer specific specifications for proposers to meet or base your response on. This RFP is a “Solutions Based Solicitation.” This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

**3.38** NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer’s “Solution” to NJPA and NJPA Members’ needs.

## **4** INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

### A. INQUIRY PERIOD

**4.1** The inquiry period shall begin at the date of first advertisement and continue to the “Deadline for Requests.” RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined “Inquiry Period” is to ensure proposers have enough time to complete and deliver the proposal to our office.

### B. PRE-PROPOSAL CONFERENCE

**4.2** A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP and hear answers to their own questions and the questions of other Potential Proposers. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

### C. IDENTIFICATION OF KEY PERSONNEL

**4.3** Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

**4.4** Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

### D. PROPOSER’S EXCEPTIONS TO TERMS AND CONDITIONS

**4.5** Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

**4.6** Exceptions, deviations or contingencies stipulated in Proposer’s Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

### E. PROPOSAL FORMAT



**4.7** It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

**4.8** All proposals must be properly labeled and sent to “The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479.”

**4.9 Format for proposal response:** All proposals must be physically delivered to NJPA at the above address in the following form and with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor’s response:

**4.9.1** Hard copy original signed, completed, and dated forms C, D, F and hard copy signed signature page only from forms A and P from this RFP;

**4.9.2** Hard copies of all addenda issued for the RFP with original counter signed by the Proposer;

**4.9.3** Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

**4.9.4** A complete copy of your response on a CD (Compact Disc) or flash drive. The copy shall contain completed Forms A, B, C, D, F & P, your statement of products and pricing (including apparent discount) together with all appropriate attachments. Everything you send with your hard copy should also be included in the electronic copy. As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to statute, NJPA policies and RFP terms and conditions, all documentation, except for that data which is nonpublic is available for review by the public through a public records request. If you wish to request that certain information that falls within Minnesota Statute §13.37 be redacted, such request must be made within thirty-days of award/non-award.

**4.10** All Proposal forms must be submitted in English and be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

**4.11** Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the Proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

**4.12** It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

**4.12.1** Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message “**Hold for Proposal Opening**”, and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

**4.13** Corrections, erasures, and interlineations on a Proposer’s Response must be initialed by the authorized signer in original ink on all copies to be considered.

**4.14** Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

**4.14.1** Proposer’s are responsible for checking directly with the NJPA website for addendums to this RFP.

**4.14.2** Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

## F. QUESTIONS AND ANSWERS ABOUT THIS RFP

**4.15** Upon examination of this RFP document, Proposer shall promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJPA through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

**4.16** Submit all questions about this RFP, in writing, referencing INDEFINITE QUANTITY CONSTRUCTION CONTRACTING SYSTEMS AND RELATED SERVICES to Jonathan Yahn, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Jonathan Yahn at (218) 895-4144. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Jonathan Yahn. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7<sup>th</sup>) calendar day prior to proposal due-date cannot be answered; however, communications permitted include: NJPA issued addenda or potential Vendor withdrawal of their response prior to RFP submission deadline.

**4.17** If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

**4.18** If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

**4.19** As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

**4.20** Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at [www.njpacoop.org](http://www.njpacoop.org) by clicking on “Current and Pending Solicitations” and from the NJPA offices. No questions will be accepted by NJPA later than seven (7) days prior to the deadline for receipt of proposals, except Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

**4.21** An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

## G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

**4.22** A submitted proposal may not be modified, withdrawn or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Prior to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice shall be submitted in writing and include the signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

**4.23 Examples of Value Added Attributes:** Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be “Value Added Services” for products where a typical buyer may not have the ability to perform these functions. The opportunity to indicate value added dimensions and such advancements will be available in the Proposer’s Questionnaire and Proposer’s product and service submittal.

**4.24** Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of INDEFINITE QUANTITY CONSTRUCTION CONTRACTING SYSTEMS AND RELATED SERVICES and advances to provide equipment/products/services or supplies meeting and/or exceeding today’s industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products/services and training. Value added could include areas of equipment, product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

**4.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation:** It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase equipment/products and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide “Credits” to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. NJPA is committed to facilitating the realization of such “Credits” through certain structuring techniques for transactions resulting from this RFP.

**4.26 Environmentally Preferred Purchasing Opportunities:** There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. “Green” characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. Please identify any Green characteristics of the equipment/products and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as “green” and by which certifying agency.

**4.27 On-Line Requisitioning systems:** When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

**4.28 Financing:** The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

## H. PROPOSAL OPENING PROCEDURE

**4.29** Sealed and properly identified Proposer’s Responses for this RFP entitled INDEFINITE QUANTITY CONSTRUCTION CONTRACTING SYSTEMS AND RELATED SERVICES will be received by Jonathan Yahn, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and proposal opening identified on page one of this RFP. **We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer’s names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate

all requests to the attention of Jonathan Yahn 202 12th Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify INDEFINITE QUANTITY CONSTRUCTION CONTRACTING SYSTEMS AND RELATED SERVICES. To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

## I. NJPA'S RIGHTS RESERVED

**4.30.1** Reject any and all Proposals received in response to this RFP;

**4.30.2** Disqualify any Proposer whose conduct or Proposal fails to conform to the requirements of this RFP;

**4.30.3** Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;

**4.30.4** Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by NJPA and the modifications make the terms of the Proposal more favorable to NJPA, and accept such Proposal as modified;

**4.30.5** At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;

**4.30.6** Extend the Contract, in increments determined by NJPA, not to exceed a total contract term of five years; and

**4.30.7** Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA.

**4.30.8** Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA should correct or amend any segment of the RFP after submission of Proposals and prior to announcement of the Awarded Vendor, all Proposers will be afforded ample opportunity to revise their Proposal to accommodate the RFP amendment and the dates for submission of revised Proposals announced at that time. NJPA will not be liable for any errors in the RFP or other responses related to the RFP.

**4.30.9** Extend proposal due dates.

## **5** **PRICING**

**5.1** NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of equipment/products and services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

**5.2** RFP is an Indefinite Quantity Equipment/Products and Related Service Price and Program Request with potential national sales distribution and service. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD or thumb drive along with other requested information as a part of a Proposer's Response.

**5.3** Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the equipment/products and services and being supplied must always be disclosed at the time of purchase.

**5.4** All Proposers will be required to submit “Primary Pricing” in the form of either “Line-Item Pricing,” or “Percentage Discount from Catalog Pricing,” or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies such as but not limited to “Hot List,” “Sourced Product/Equipment” and “Volume Discounts,” as well as financing options such as leasing. All pricing documents should include an effective date, preferably in the top right corner of the first page of each pricing document.

#### A. LINE-ITEM PRICING

**5.5** A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products/equipment and/or related services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

**5.6** All Line-Item Pricing items must be numbered, organized, sectioned, including SKU’s (when applicable) and easily understood by the Evaluation Committee and members.

**5.7** Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder’s proposal.

**5.8** The purpose for a searchable excel spreadsheet format for Line-Item Pricing is to be able to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products/equipment and related services.

**5.9** All products/equipment and related services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

**5.10** Proposers are asked to provide both a published “List” price as well as a “Proposed Contract Price” in their pricing matrix. Published List price will be the standard “quantity of one” price currently available to government and educational customers excluding cooperative and volume discounts.

#### B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

**5.11** A specific percentage discount from a Catalog or List price” defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

**5.12** Individualized percentage discounts can be applied to any number of defined product groupings.

**5.13** A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the equipment/products or related services.

**5.14** When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP.

#### C. COST PLUS A PERCENTAGE OF COST

**5.15** Cost plus a percentage of cost as a primary pricing mechanism is not desirable.

#### D. HOT LIST PRICING



**5.16** Where applicable, a Vendor may opt to offer a specific selection of products/services, defined as Hot List pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Equipment/products and related services may be added or removed from the “Hot List” at any time through an NJPA Price and Product Change Form.

**5.17** Hot List program and pricing when applicable may also be used to discount and liquidate close-out and discontinued equipment/products and related services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

#### **E. CEILING PRICE**

**5.18** Proposal pricing is to be established as a ceiling price. At no time may the proposed equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by NJPA. Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

**5.19** Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

#### **F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES**

**5.20** Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

**5.21** Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations, locations, competitively situations and provided the same manufacturer support is available to the Vendor.

**5.22** All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor’s suppliers.

**5.23** The contract awarded vendor will accept orders for additional quantities at the same prices, terms and conditions, providing the NJPA Member exercises the option before a specific date, mutually agreed upon between member and contract awarded vendor at time of original purchase order. Any extension(s) of pricing beyond the specific date shall be upon mutual consent between the NJPA Member and the contract awarded vendor.

#### **G. TOTAL COST OF ACQUISITION**

**5.24** The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user’s location. For example, if you are proposing equipment/products FOB Proposer’s dock., your proposal should identify your deviation from the “Total Cost of Acquisition” of contracted equipment/products. The Proposal should reflect that the “contract does not provide for delivery beyond Proposer’s dock, nor any set-up activities or costs associated with those delivery or set-up activities.” In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user’s location would require a disclosure of “None.”

## H. SOURCED PRODUCT/EQUIPMENT / OPEN MARKET ITEMS

**5.25** A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

**5.26** NJPA or NJPA Members may request product/equipment and/or related services that are within the related scope of this RFP, which are not included in an awarded Vendor's line-item product/equipment and related service list or catalog. These items are known as Sourced Product/Equipment or Open Market Items.

**5.27** An awarded Vendor resulting from this RFP may "Source" equipment/products and related services for NJPA or an NJPA Member to the extent they:

**5.27.1** Identify all such equipment, products and services as "Sourced Products/Equipment " or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member; and

**5.27.2** Follow all applicable acquisition regulations pertaining to the purchase of such equipment, products and services, as defined by NJPA or NJPA Member receiving quotation from Vendor; and

**5.27.3** Ensure NJPA or the NJPA Member has determined the prices as quoted by the Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the member/buyer; and

**5.27.4** Identify all product/equipment sourced as a part of an NJPA contract purchase with all required NJPA reporting and fees applying.

**5.28** Cost plus a percentage is an option in pricing of sourced goods.

## I. PRODUCT & PRICE CHANGES

**5.29** Requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website) and signature of an authorized Vendor employee. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager and PandP@njpacoop.org.

**5.30** NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

**5.31** Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

**5.32** New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This

requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

**5.33 ADDITIONS.** New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP. New equipment/products and related services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those equipment/products and related services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new equipment/products and related services generally include new updated models of equipment/products and related services and or enhanced services previously offered which could reflect new technology and improved functionality.

**5.34 DELETIONS.** New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

**5.35 PRICE CHANGES:** Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

**5.35.1 Price decreases:** NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

**5.35.2 Price increases:** Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/product or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases. Price increases will not exceed industry standard.

**5.36** Submit the following documentation to request a pricing change:

**5.36.1** Signed NJPA Price and Product Change Form

**5.36.2** Single Statement of Pricing Excel spreadsheet identifying all equipment/products and services being offered and their pricing. Each complete pricing list will be identified by its "Effective Date." Each successive price listing identified by its "Effective Date" will create a "Product and Price History" for the Contract. Each subsequent pricing update will be saved using the naming convention of "(Vendor Name) pricing effective XX/XX/XXXX."

**5.36.2.1** Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:

**5.36.2.1.1** Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.

**5.36.2.1.2** Create a historical record of pricing.

**5.37** NJPA reserves the right to review additional catalogs being proposed as additions or replacements to determine if the represented products and services reflect and relate to the scope of this RFP. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to

be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience.

**5.38** Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

**5.39** Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

**5.40** All equipment/products and services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each “Pricing” sheet created as a result of each request for product, service, or pricing change.

**5.41** Each subsequent “Single Statement of Product and Pricing” will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a “Single Statement of Product/Equipment and Related Services Contract Price Update”. This pricing update is required at a minimum of once per contract year.

## J. PAYMENT TERMS

**5.42** Payment terms will be defined by the Proposer in the Proposer’s Response. Proposers are encouraged to offer payment terms through P Card services if applicable.

**5.43** If applicable, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used and should identify:

**5.43.1** General leasing terms such as:

**5.43.1.1** The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and

**5.43.1.2** The index rate being adjusted; and

**5.43.1.3** The “Purchase Option” at lease maturity (\$1, or fair market value); and

**5.43.1.4** The available term in months of lease(s) available.

**5.43.2** Leasing company information such as:

**5.43.2.1** The name and address of the leasing company; and

**5.43.2.2** Any ownership, common ownership, or control between the Proposer and the Leasing Company.

## K. SALES TAX

**5.44** Sales and other taxes shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

## L. SHIPPING

**5.45** NJPA desires an attractive freight program. A shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of equipment/products. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. COD orders will be accepted if both parties agree. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

**5.46** Selection of a carrier for shipment or expedited shipping will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the party who requested.

**5.47** Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

**5.48** All shipping and re-stocking fees must be identified in the price program. Certain industries providing made to order product/equipment may not allow returns. Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects.

**5.49** Proposer agrees shipping errors will be at the expense of the Vendor.

**5.50** Delivery effectiveness is very important aspect of this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

**5.51** Delivered products/equipment must be properly packaged. Damaged equipment/products will not be accepted, or if the damage is not readily apparent at the time of delivery, the equipment/products shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the equipment/products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the equipment/products at the time of delivery.

**5.52** Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without approval from NJPA or the NJPA Member.

**5.53** NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior equipment/products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of non-conforming equipment/products, NJPA Member will notify the Vendor as soon as possible and the Vendor will replace non-conforming equipment/products with conforming equipment/products acceptable to the NJPA member.

**5.54** Throughout the term of the Contract, Proposer agrees to pay for return shipment on equipment/products that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged equipment/products.

**5.55** Vendor may not substitute equipment/products unless agreed to by both parties.

**5.56** Unless contrary to other parts of this solicitation, if the product/equipment or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

## 6 EVALUATION OF PROPOSALS



## A. PROPOSAL EVALUATION PROCESS

**6.1** The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee establishes both the evaluation criteria and designates the relative importance of those criteria by assigning possible scores for each category on Form G of this RFP.

**6.2** NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

**6.3** Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Evaluation Committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness.”

## B. PROPOSER RESPONSIVENESS

**6.4** All responses are evaluated for level one and level two responsiveness. If a response does not reasonably and substantially conform to all the terms and conditions in the solicitation or it requests unreasonable exceptions, it may be considered non-responsive.

**6.5** All proposals must contain answers or responses to the information requested in the proposal forms. The following items constitute the test for “Level One Responsiveness” and are determined on the proposal opening date. If these are not received, your response may be disqualified as non-responsive.

**6.6** Level One Responsiveness includes:

- 6.6.1** received prior to the deadline for submission or it will be returned unopened;
- 6.6.2** properly addressed and identified as a sealed proposal with a specific opening date and time;
- 6.6.3** pricing document (with apparent discounts), sample certificate of liability insurance and all forms fully completed even if “not applicable” is the answer;
- 6.6.4** original signed, completed and dated RFP forms C, D, and F hard copy signed signature page Only from forms A and P from this RFP and if applicable, all counter signed addenda issued in relation to this RFP;
- 6.6.5** an electronic copy (CD or flash drive) of the entire response; and
- 6.6.6** falls within the scope as determined by the NJPAs Proposal Evaluation Committee.

**6.7** “Level Two” responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested. Any questions not answered will result in a loss of points from relevant Form G criteria and may lead to non-award if too many areas are unanswered resulting in the inability for evaluation team to effectively review your response.

## C. PROPOSAL EVALUATION CRITERIA

**6.8** Evaluation Criteria: Forms A and P includes a series of questions encompassing, but not limited to, the following categories:

- 6.8.1** Company Information & Financial Strength
- 6.8.2** Industry Requirements & Marketplace Success
- 6.8.3** Ability to Sell & Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value Added Attributes
- 6.8.7** Payment Terms & Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing & Delivery
- 6.8.11** Industry Specific Items

**6.9** Evaluation of each Proposer's Response will take into consideration as a minimum response but not necessarily limited to these items.

#### **D. OTHER CONSIDERATION**

**6.10** The Proposer is required to have extensive knowledge and at least three (3) years of experience with the related activities surrounding the selling of the equipment/products and/or related services.

**6.11** NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

**6.12** If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

**6.13** NJPA reserves the right to request and test equipment/products and related services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

**6.14** Past performance information is relevant information regarding a Proposer's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

**6.15** NJPA shall reserve the right to reject any or all proposals.

#### **E. COST COMPARISON**

**6.16** NJPA uses a variety of evaluation methodologies, including but not limited to a cost comparison of specific and deemed to be like equipment/products. NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

**6.17** This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the NJPA Evaluation Committee and the unit

cost will be used as a basis for determining the point value. The “Market Basket” will be selected by NJPA from all product categories as determined appropriate by NJPA.

## F. MARKETING PLAN

**6.18** A key element of an NJPA awarded a contract will be based on your marketing response to this solicitation. An awarded Vendor’s sales force will be the primary source of communication to the customers and NJPA members directly relating to the contract success. Success in marketing is dependent on delivery of messaging and communication relating to the contract value, knowledge of contract, proper use and the delivery of contracted equipment/products and related services to the end user. Much of the success and sales reward is a direct result of the commitment to the Contract by the vendor and sales teams. NJPA reserves the right to deem a proposer non-responsive or to not award based on an unacceptable or incomplete marketing plan

**6.19** NJPA marketing expectations include:

**6.19.1** Vendors ability to demonstrate the leveraging of a national sales force and/or dealer network. Vendors must demonstrate the ability to sell, service and deliver products and equipment through acceptable distribution channels to customers and NJPA members in all 50 states. Demonstrate fully the sales and service capabilities of your company through your response; outline Vendor’s national sales force network in terms of numbers and geographic location and method of distribution of the equipment/products and related services. Service may be independent of the equipment/product sales pricing but is encouraged to be a part of your response and contract.

**6.19.2** Vendor is invited to demonstrate the ability to successfully market, promote and communicate the opportunity of an NJPA contract to current and potential members nationwide. NJPA desires a marketing plan that communicates the value of the contract to members.

**6.19.3** Vendor is expected to be receptive to NJPA sales trainings. Vendor shall provide a venue for appropriate personnel from both management and the sales force who will be trained. NJPA commits to providing contract sales training and awareness regarding all aspects of communicating the value of the contract itself including: the authority of NJPA to offer the contract to its Members, value and utility the contract delivers to NJPA Members, scope of NJPA Membership, authority of NJPA Members to utilize NJPA procurement contracts, marketing and sales methods, and overall vertical strategies.

**6.19.4** Vendor is expected to demonstrate the intent to a commit to full embracement of the NJPA contract. Identify the appropriate levels of sales management and sales force that will need to understand the value of and the internal procedures necessary, to deliver the NJPA contract solution and message to NJPA and NJPA Members. NJPA shall provide a general schedule and a variety of methods surrounding when and how those individuals will be trained.

**6.19.5** Vendor will outline their proposed involvement in the promotion of a contract resulting from this RFP through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows.

**6.19.6** Vendor must exhibit the willingness and ability to actively market and develop contract specific marketing materials including, but not limited to:

**6.19.6.1 Complete Marketing Plan.** Proposer shall submit a marketing plan outlining how the Vendor will launch the NJPA contract to current and potential NJPA Members. NJPA requires the Awarded Vendors to embrace and actively promote the Contract in cooperation with the NJPA.

**6.19.6.2 Printed Marketing Materials.** Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logo and contact information to be used in the NJPA directory and other approved marketing publications.

**6.19.6.3 Contract announcements and advertisements.** Proposer will outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals and other direct or indirect marketing activities promoting the awarded NJPA contract.

**6.19.6.4 Proposer's Website.** Proposer will identify how an Awarded Contract will be displayed and linked on the Proposer's website. An on-line shopping experience for NJPA Members is desired when applicable.

**6.19.7** An NJPA Vendor Contract Launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN.

**6.20** Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

## G. CERTIFICATE OF INSURANCE

**6.21** Vendors shall provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance or an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of a Certificate of Insurance identifying the coverage required below and identifying NJPA as a "Certificate Holder." Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

**6.22** Any exceptions and/or assumptions to the insurance requirements *must* be identified on *Attachment C*. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, NJPA will not consider any additional exceptions and/or assumptions during negotiations. Upon contract award, the successful vendor *must* provide the Certificate of Insurance identifying the coverage as specified.

**6.23 Insurance Liability Limits:** The awarded vendor must maintain, for the duration of its contract, \$1.5 million in General Liability insurance coverage or General Liability insurance in conjunction with an Umbrella for a total combined coverage of \$1.5 million. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

**6.23.1 Minimum Scope and Limits of Insurance:** Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

**6.23.1.1 Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

**6.23.1.2 Each Occurrence** \$1,500,000

**6.24 Insurance Requirements:** The limits listed herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. NJPA in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase additional insurance as may be determined necessary.

**6.25 Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. NJPA in no way warrants that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

**6.26 Subcontractors:** Vendors’ certificate(s) shall include all subcontractors as additional insureds under its policies **or** Vendor shall furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

## H. ORDER PROCESS AND/OR FUNDS FLOW

**6.27** Please propose an order process and funds flow. The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP. Administrative fees may also be used for purposes as allowed by Minnesota State Law and approved by the Board of Directors.

**6.28** Additional Terms and Conditions can be added at the PO level if both Vendor and Member agree.

## I. ADMINISTRATIVE FEES

**6.29** Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

**6.29.1** Calculated as a percentage of the dollar volume of all equipment/products and services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction; and

**6.29.2** Included in, and not added to, the pricing included in Proposer’s Response to the RFP; and

**6.29.3** Designed to offset the anticipated costs of NJPA’s involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP. Administrative fees may also be used for other purposes as allowed by Minnesota law. Administrative fees may also be used for other purposes as allowed by Minnesota law.

**6.29.4** Typical administrative fees for a B-TO-G order process and funds flow is 2.0%. NJPA does not mandate a specific fee percentage, we merely state that 2% is a typical fee across our contracts. The administrative fee percent varies among vendors, industries and responses.

**6.29.5** NJPA awarded contract holder is responsible for the Administrative Fee and related reporting.

**6.30** The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer’s Questionnaire Form P.

## J. VALUE ADDED

**6.31 Examples of Value Added Attributes:** Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being



proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be “Value Added Services” for products where a typical buyer may not have the ability to perform these functions.

**6.32 Where to document Value Added Attributes:** The opportunity to indicate value added dimensions and such advancements will be available in the Proposer’s Questionnaire and Proposer’s product and service submittal.

**6.33** Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of INDEFINITE QUANTITY CONSTRUCTION CONTRACTING SYSTEMS AND RELATED SERVICES and advances to provide products/services, supplies meeting and/or exceeding today’s industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products and services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

**6.34 Minority, Small Business, and Women Business Enterprise (WMBE) participation:** It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase product/equipment and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide “Credits” to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. NJPA is committed to facilitating the realization of such “Credits” through certain structuring techniques for transactions resulting from this RFP.

**6.35 Environmentally Preferred Purchasing Opportunities:** There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. “Green” characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. Please identify any Green characteristics of the product/equipment and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as “green” and by which certifying agency.

**6.36 On-Line Requisitioning systems:** When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

**6.37 Financing:** The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

**6.38 Technology:** Technological advances, increased efficiencies, expanded service and other related improvements beyond today’s NJPA member’s needs and applicable standards.

## K. WAIVER OF FORMALITIES

**6.39** NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

## 7 POST AWARD OPERATING ISSUES

### A. SUBSEQUENT AGREEMENTS

**7.1 Purchase Order.** Purchase Orders for equipment/products and/or related services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase Orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase product/equipment and related services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

**7.2 Governing Law.** Purchase Orders shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

**7.3 Additional Terms and Conditions.** Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to formally introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose, intent or currently established terms and conditions contain in this RFP document.

**7.4 Specialized Service Requirements.** In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part or within the scope of the awarded Contract.

**7.5 Performance Bond.** At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA that the current pending Purchase Order be canceled. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

## B. NJPA MEMBER SIGN-UP PROCEDURE

**7.6** Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership with NJPA. NJPA membership is at no cost, obligation or liability to the Member or the Vendor.

## C. REPORTING OF SALES ACTIVITY

**7.7** A report of the total gross dollar volume of all equipment/products and related services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will provided by NJPA to include, but not limited to, name and address of purchasing agency, member number, amount of purchase, and a description of the items purchased.

**7.7.1 Zero sales reports:** Awarded Vendors are responsible for providing a quarterly sales report of contract sales every quarter regardless of the existence or amount of sales.

#### D. AUDITS

**7.8** No more than once per calendar year during the Contract term, Vendor may be required to make available to NJPA the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged under of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

#### E. HUB PARTNER

**7.9 Hub Partner:** NJPA Members may request to be served through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits or other considerations.

**7.10 Hub Partner Fees:** Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and to the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of [NJPA Member Name]."

#### F. TRADE-INS

**7.11** The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

#### G. OUT OF STOCK NOTIFICATION

**7.12** Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s). The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order. Under no circumstance is Proposer permitted to make unauthorized substitutions. Unfilled or substituted item(s) shall be indicated on the packing list.

#### H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

**7.13** NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure. Some examples of material breach include, but are not limited to:

**7.13.1** The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;

**7.13.2** The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;

**7.13.3** NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance and Vendor fails to respond;

**7.13.4** The Vendor fails to observe any of the material terms and conditions of the Contract;

**7.13.5** The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.

**7.13.6** The Vendor fails to report quarterly sales;

**7.13.7** The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.

**7.13.8** In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

**7.14** Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section. If the issue is not resolved within sixty (60) days, contract will be terminated.

**7.15** Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

**7.16** NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Awarded Vendor will be responsible for disclosing to NJPA any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract.

**7.17** NJPA may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

**7.18** NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

**7.19** Events of Automatic termination to include, but not limited to:

**7.19.1** Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,

**7.19.2** Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

## **8 GENERAL TERMS AND CONDITIONS**

### **A. ADVERTISING A CONTRACT RESULTING FROM THIS RFP**

**8.1** Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

### **B. APPLICABLE LAW**

**8.2 NJPA's interest in a contract resulting from this RFP:** Notwithstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the product/equipment and services procured there from.

**8.3 NJPA Compliance with Minnesota Procurement Law:** NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

**8.4 Governing Law with respect to delivery and acceptance:** All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern NJPA contracts resulting from this solicitation.

**8.5 Jurisdiction:** Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

**8.5.1** Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

**8.6 Vendor Compliance with applicable law:** Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the transaction, acquisition, manufacturer, suppliers or the sale of the equipment/products and relating services resulting from this RFP.

**8.7 Other Laws,** whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

**8.8 Indemnity:** Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's



liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

**8.9 Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall 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.

**8.10 Patent and Copyright Infringement:** If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

### C. ASSIGNMENT OF CONTRACT

**8.11** No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. NJPA shall notify members by posting approved assignments on the NJPA website ([www.njpacoop.org](http://www.njpacoop.org)) within 15 days of NJPA's approval.

**8.12** If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

### D. LIST OF PROPOSERS

**8.13** NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

### E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

**8.14** The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

### F. DATA PRACTICES

**8.15** All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be nonpublic information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

**8.15.1** make the request within thirty days of award/non-award, and include the appropriate statutory justification. Pricing is generally not redactable. The NJPA Legal Department shall review the statement to determine whether the information shall be withheld. If the NJPA determines to disclose the information, the Bids & Contracts department of the NJPA shall inform the Proposer, in writing, of such determination; and

**8.15.2** defend any action seeking release of the materials it believes to be nonpublic information, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

**8.16** This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the confidential information is in possession of the NJPA. When the situation warrants, Proposer may be able redact additional nonpublic information after the evaluation process if legal justification is provided and accepted by NJPA.

#### G. ENTIRE AGREEMENT

**8.17** The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

#### H. FORCE MAJEURE

**8.18** Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of equipment/products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

#### I. GRATUITIES

**8.19** NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA.

#### J. HAZARDOUS SUBSTANCES

**8.20** Proper and applicable Material Safety Data Sheets (MSDS) that are in full compliance with OSHA's Hazard Communication Standard must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

#### K. LICENSES

**8.21** Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

**8.22** All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

#### L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

**8.23** The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

#### M. NON-WAIVER OF RIGHTS

**8.24** No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

#### N. PROTESTS OF AWARDS MADE

**8.25** Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) calendar days after the public notice or announcement of the award. A protest must include:

**8.25.1** The name, address and telephone number of the protester;

**8.25.2** The original signature of the protester or its representative (you must document the authority of the Representative);

**8.25.3** Identification of the solicitation by RFP number;

**8.25.4** Identification of the statute or procedure that is alleged to have been violated;

**8.25.5** A precise statement of the relevant facts;

**8.25.6** Identification of the issues to be resolved;

**8.25.7** The aggrieved party's argument and supporting documentation;

**8.25.8** The aggrieved party's statement of potential financial damages; and

**8.25.9** A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

#### O. SUSPENSION OR DISBARMENT STATUS

**8.26** If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose

pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

#### P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

**8.27** An Affirmative Action Plan, Certificate of Affirmative Action or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

**8.28** Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

#### Q. SEVERABILITY

**8.29** In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from an awarded Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

#### R. RELATIONSHIP OF PARTIES

**8.30** No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

## 9 FORMS

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**PROPOSER QUESTIONNAIRE- General Business Information**  
(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)

Proposer Name: \_\_\_\_\_ Questionnaire completed by: \_\_\_\_\_

Please identify the person NJPA should correspond with from now through the Award process:

Name: \_\_\_\_\_ E-Mail address: \_\_\_\_\_

Provide an answer to all questions directly below each question (do not leave blank, mark NA if not applicable) and address all requests made in this RFP. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators. ***Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein.***

**Company Information & Financial Strength**

- 1) Why did you respond to this RFP?
- 2) What are your company's expectations in the event of an award?
- 3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
- 4) Demonstrate your financial strength and stability.
- 5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain.
- 6) Provide a brief history of your company that includes your company's core values and business philosophy.
- 7) How long has your company been in the INDEFINITE QUANTITY CONSTRUCTION CONTRACTING SYSTEMS AND RELATED SERVICES industry?
- 8) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?
  - a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.
  - b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
  - c) Are these individuals your employees, or the employees of a third party?
  - d) If applicable, is the Dealer Network independent or company owned?
- 9) Please provide your bond rating, and/or a credit reference from your bank.
- 10) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
- 11) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."
- 12) Provide all "Suspension or Disbarment" information as defined and required herein.
- 13) In addition to the \$1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have? If none, please explain.
- 14) Within the RFP category there is potential to be several different sub-categories of solutions; list sub category title/s that best describe your equipment/products, services and supplies.

**Industry Requirements & Marketplace Success**

- 15) List and document recent industry awards and recognition.
- 16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.



- 17) Provide a list of your top 5 Government and/or Education customers (entity name is optional) including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.
- 18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.

### **Proposer's Ability to Sell and Deliver Service Nationwide**

- 19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
- 20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
- 21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
- 22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?
- 23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
- 24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
- 25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
- 26) Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

### **Marketing Plan**

- 27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
- 28) Describe how you would market/promote an NJPA Contract nationally to ensure success.
- 29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.
- 30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
- 31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
- 32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
- 33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
- 34) Do you view your products/equipment applicable to an E-procurement ordering process?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
  - a) If yes, describe examples of E-procurement system/s or electronic marketplace solutions that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.
- 35) Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally?

### **Other Cooperative Procurement Contracts**

- 36) Describe your level of experience with national, state and local cooperative contracts.
- 37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
- 38) Identify any GSA Contracts held or utilized by the Proposer.

- 39) What is the annual combined dollar sales volume for each of these contracts?
- 40) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
- 41) How would you leverage an NJPA awarded contract in your sales process?
- 42) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

**Value Added**

- 43) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? \_\_\_\_ Yes \_\_\_\_ No
- 44) Is this training standard as a part of a purchase or optional?
- 45) Describe current technological advances your proposed equipment/products and related services offer.
- 46) Describe your “Green” program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
- 47) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
- 48) Identify any other unique or custom value added attributes of your company or your products/equipment or related services. What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 49) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition?
- 50) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
- 51) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
- 52) Describe any unique distribution and/or delivery methods or options offered in your proposal.

**NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.**

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



**PROPOSER INFORMATION**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Toll Free Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Web site: \_\_\_\_\_

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

**COMPANY PERSONNEL CONTACTS**

**Authorized Signer for your organization\*:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

\* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

**Author of your proposal response**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Your Primary Contact person regarding your proposal:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Other important contact information:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS  
AND SOLUTIONS REQUEST**



Company Name: \_\_\_\_\_

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NJPA's clarification on exception/s listed above:**

**Contract Award**  
**RFP 070715 #**

**FORM D**



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

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

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature (ink only): \_\_\_\_\_  
(Name printed or typed)





**Contract Acceptance and Award**

**(To be completed only by NJPA)**

**NJPA** 070715 # \_\_\_\_\_

\_\_\_\_\_  
**Proposer's full legal name**

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

The effective start date of the Contract will be \_\_\_\_\_, 20\_\_\_\_\_ and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

**National Joint Powers Alliance® (NJPA)**

NJPA Authorized signature: \_\_\_\_\_  
NJPA Executive Director (Name printed or typed)

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ **NJPA Contract Number** 070715 #

NJPA Authorized signature: \_\_\_\_\_  
NJPA Board Member (Name printed or typed)

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ **NJPA Contract Number** 070715 #

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

**Vendor Name** \_\_\_\_\_

Vendor Authorized signature: \_\_\_\_\_  
(Name printed or typed)

Title: \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ **NJPA Contract Number** 070715 #

**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “nonpublic” **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a “trade secret.” All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors’ proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: \_\_\_\_\_

Contact Person for Questions: \_\_\_\_\_

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Authorized Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

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

**Notarized**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_ State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Signature: \_\_\_\_\_



**OVERALL EVALUATION AND CRITERIA**

For the Proposed Subject | INDEFINITE QUANTITY CONSTRUCTION CONTRACTING SYSTEMS AND RELATED SERVICES |

Conformance to Terms & Conditions	50	
Financial, Industry Requirements & Marketplace Success	75	
Proposer's Ability to Sell and Deliver Service Nationwide	100	
Proposer's Marketing Plan	50	
Value Added Attributes	75	
Warranty	50	
Equipment/Products and Related Services	200	
Pricing	400	
<b>TOTAL POINTS</b>	<b>1000</b>	

Reviewed by: \_\_\_\_\_ Its \_\_\_\_\_  
 \_\_\_\_\_ Its \_\_\_\_\_



## **Form P**

### **PROPOSER QUESTIONNAIRE**

#### **Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific**

Proposer Name: \_\_\_\_\_

Questionnaire completed by: \_\_\_\_\_

#### **Payment Terms and Financing Options**

- 1) Identify your payment terms if applicable. (Net 30, etc.)
- 2) Identify any applicable leasing or other financing options as defined herein.
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
  - a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?
- 4) Do you accept the P-card procurement and payment process?

#### **Warranty**

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
- 6) Do all warranties cover all products/equipment parts and labor?
- 7) Do warranties impose usage limit restrictions?
- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
- 9) Please list any other limitations or circumstances that would not be covered under your warranty.
- 10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

#### **Equipment/Product/Services, Pricing, and Delivery**

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
- 14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
- 15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").
- 16) Describe your NJPA customer volume rebate programs, as applicable.
- 17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
- 18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.



- 19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.  
 Prices offered in this proposal are:
- \_\_\_\_\_ a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
  - \_\_\_\_\_ b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
  - \_\_\_\_\_ c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
  - \_\_\_\_\_ d. Other; please describe.
- 20) Do you offer quantity or volume discounts?  
 \_\_\_\_\_ YES \_\_\_\_\_ NO Outline guidelines and program.
- 21) Describe in detail your proposed exchange and return program(s) and policy(s).
- 22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services
- 23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

**Industry-Specific Items**

- 24) What are the different types of categories represented in the Unit Price Book?
- 25) How often is your typical Unit Price Book updated to reflect market and national economic conditions?
- 26) What national index is used to reflect current market and economic conditions?
- 27) Describe the process and involvement of the contractor and the NJPA Member (owner) relating to the work plan?  
 a.) What type of information is the owner responsible for?
- 28) Describe the code review, ADA review, etc. when an architect or engineer is not used in the building process?  
 a.) Describe this process and responsibility.
- 29) How do you ensure competitive pricing on individual job orders?
- 30) What prevents contractors from low-bidding with an unrealistic multiplier? Explain.  
 a.) Demonstrate how the multiplier is enforced?
- 31) Does an NJPA Member (owner) have the ability to evaluate all awarded contractors and to choose between them?
- 32) Does a Member (owner) have the option to choose between multiple levels of quality?
- 33) How does a Member (owner) obtain materials that are not included in the Unit Price Book?

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



**10 PRE-SUBMISSION CHECKLIST**

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		



# 11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

## Section 1. Instructions For Vendor

Pursuant the NJPA RFP, requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing sections 2, 3 and 4 of the NJPA Price and Product Change Request Form and signature of an authorized Vendor employee in section 5. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager **AND: PandP@njpacoop.org**.

NJPA’s due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the “Best Interests of NJPA and NJPA Members.” A signed Price and Product Change form will be returned to vendor contact via email.

Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, “COMPANY 012411-CPY eff 02-12-2013.”

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

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

**DELETIONS.** New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

**PRICE CHANGES:** Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

*Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

*Price increases:* Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/products or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases.

Refer to section 4 of the RFP for complete “Pricing” details.

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

AWARDED  
VENDOR NAME:

\_\_\_\_\_

NJPA  
CONTRACT  
NUMBER:

\_\_\_\_\_

*CHECK ALL CHANGES THAT APPLY:*

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



## 11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

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

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

Provide a general statement and documentation explaining the reasons for these price and/or equipment/product/service changes.

*SAMPLES: 1-All paper equipment/products and services increased 5% in price due to transportation and fuel costs (see attached documentation of raw materials increase). 2-The 6400 series floor polisher is added to the product list as a new model replacing the 5400 series. The 6400 series 3% increase reflects technological improvements made that improve the rate of efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated.*

If adding equipment/products/services, provide a general statement how these are in the scope.

If changing prices and/or adding equipment/products/services, provide a general statement that the pricing or equipment/products/services is consistent with existing NJPA contract pricing.



## 11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

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### Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing including all new and existing equipment/products and services is attached and/or has been emailed to PandP@njpacoop.org.

Yes                       No

---

### Section 5. Signatures

\_\_\_\_\_  
Vendor Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
NJPA Executive Director Signature

\_\_\_\_\_  
Date



## Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, Tribal Government, and all other Public Agencies located nationally in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)





**ADDENDUM ONE (1)**  
To that certain  
**NJPA RFP #071415**  
Issued by  
National Joint Powers Alliance®  
For the procurement of

**INDEFINITE QUANTITY CONSTRUCTION CONTRACTING SYSTEMS AND RELATED SERVICES**

**Consider the following to be part of the above titled RFP: Pre-Proposal Meeting Attendees**

The attendee list for the pre-proposal conference was requested. NJPA does not ask for company names of attendees, therefore the first and last name that attendees registered with are listed below.

<b>FirstName</b>	<b>LastName</b>
Lora	Shortt
Mark	Ryan
National	Joint Powers Alliance
Gregg	Martin
Ronald	Alcartado
Dan	Zivilik
Ammon	Leshner
ginger	line
Al	Marshall

**Acknowledgment of Addendum One (1) to RFP 071415 emailed on June 22, 2015.**

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Please include this signed Addendum with your RFP response.



**ADDENDUM TWO (2)**  
To that certain  
**NJPA RFP #071415**  
Issued by  
National Joint Powers Alliance®  
For the procurement of

**INDEFINITE QUANTITY CONSTRUCTION CONTRACTING SYSTEMS AND RELATED SERVICES**

**Consider the following to be part of the above titled RFP: RFP Due Date Extension**

NJPA is extending the submission due date for this RFP two weeks. The new timeline is as follows:

RFP Timeline

**MAY 15, 2015**

Publication of RFP in the print and online version of the USA Today, in the print and online version of the Salt Lake News within the State of Utah, in the print and online version of the Daily Journal of Commerce within the State of Oregon (note: OR entities this pertains to: (<http://www.njpacoop.org/oregon-advertising>), in the print and online version of The State within the State of South Carolina, the NJPA website, MERX, noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.

**JUNE 18, 2015**

Pre-Proposal Conference (the webcast/conference call. The connection information will be sent to all inquirers two business days before the conference).

**10:00 a.m. Central Time**

Deadline for RFP questions.

**JULY 21, 2015**

Deadline for Submission of Proposals. Late responses will be returned unopened.

**JULY 28, 2015**

**4:30 p.m. Central Time**

Public Opening of Proposals.

**JULY 29, 2015**

**8:00 a.m. Central Time**

**Acknowledgment of Addendum Two (2) to RFP 071415 emailed on July 8, 2015.**

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Please include this signed Addendum with your RFP response.