



**FULLY EXECUTED - CHANGE 1**  
Contract Number: 4400015342  
Original Contract Effective Date: 02/02/2016  
Contract Change Date: 04/06/2023  
Valid From: 02/01/2016 To: 04/30/2024

All using Agencies of the Commonwealth, Participating Political  
Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**

Name: Mohler Scott  
Phone: 717-787-5206  
Fax: 717-772-3399

Your SAP Vendor Number with us: 309728

**Supplier Name/Address:**  
THE GORDIAN GROUP INC  
30 PATEWOOD DR STE 350  
GREENVILLE SC 29615-6810 US

Supplier Phone Number: 864-467-9333  
Supplier Fax Number: 864-233-9100

**Please Deliver To:**

To be determined at  
the time of the Purchase Order  
unless specified below.

**Contract Name:**  
Job Order Contracting Program Consultant

**Payment Terms**  
NET 30

Solicitation No.: \_\_\_\_\_ Issuance Date: \_\_\_\_\_  
Supplier Bid or Proposal No. (if applicable): \_\_\_\_\_ Solicitation Submission Date: \_\_\_\_\_

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
1	JOC System License Fee	0.000		0.00	1	0.00
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*** Validity Period Changed ***						
2	Job Order Development Fee	0.000		0.00	1	0.00
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*** Validity Period Changed ***						
3	Construction Management Fee	0.000		0.00	1	0.00
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**General Requirements for all Items:**

**Information:**

Supplier's Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_



**FULLY EXECUTED - CHANGE 1**  
Contract Number: 4400015342  
Original Contract Effective Date: 02/02/2016  
Contract Change Date: 04/06/2023  
Valid From: 02/01/2016 To: 04/30/2024

**Supplier Name:**  
THE GORDIAN GROUP INC

**Header Text**

This contract provides a Job Ordering Contracting Program Consultant to administer and provide construction management services to meet the requirements of Commonwealth of Pennsylvania agencies.

If you have any questions regarding this contract please contact:

No further information for this Contract

**Information:**



**FULLY EXECUTED - CHANGE 1**  
Contract Number: 4400015342  
Original Contract Effective Date: 02/02/2016  
Contract Change Date: 04/12/2022  
Valid From: 02/01/2016 To: 04/30/2023

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**

Name: Mohler Scott  
Phone: 717-787-5206  
Fax: 717-772-3399

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**General Requirements for all Items:**

**Information:**

Supplier's Signature _____	Title _____
Printed Name _____	Date _____



**FULLY EXECUTED - CHANGE 1**  
Contract Number: 4400015342  
Original Contract Effective Date: 02/02/2016  
Contract Change Date: 04/12/2022  
Valid From: 02/01/2016 To: 04/30/2023

**Supplier Name:**  
THE GORDIAN GROUP INC

**Header Text**

This contract provides a Job Ordering Contracting Program Consultant to administer and provide construction management services to meet the requirements of Commonwealth of Pennsylvania agencies.

If you have any questions regarding this contract please contact:

No further information for this Contract

**Information:**





**FULLY EXECUTED - CHANGE 1**  
Contract Number: 4400015342  
Original Contract Effective Date: 02/02/2016  
Contract Change Date: 03/30/2021  
Valid From: 02/01/2016 To: 04/30/2022

All using Agencies of the Commonwealth, Participating Political  
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 309728

**Purchasing Agent**

Name: Mohler Scott  
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Supplier's Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

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Date \_\_\_\_\_



**FULLY EXECUTED - CHANGE 1**  
Contract Number: 4400015342  
Original Contract Effective Date: 02/02/2016  
Contract Change Date: 03/30/2021  
Valid From: 02/01/2016 To: 04/30/2022

**Supplier Name:**  
THE GORDIAN GROUP INC

**Header Text**

This contract provides a Job Ordering Contracting Program Consultant to administer and provide construction management services to meet the requirements of Commonwealth of Pennsylvania agencies.

If you have any questions regarding this contract please contact:

No further information for this Contract

**Information:**



**FULLY EXECUTED - CHANGE 1**  
Contract Number: 4400015342  
Original Contract Effective Date: 02/02/2016  
Contract Change Date: 10/09/2020  
Valid From: 02/01/2016 To: 04/30/2021

All using Agencies of the Commonwealth, Participating Political  
Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**

Name: Mohler Scott  
Phone: 717-787-5206  
Fax: 717-772-3399

Your SAP Vendor Number with us: 309728

**Supplier Name/Address:**  
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Solicitation No.: \_\_\_\_\_ Issuance Date: \_\_\_\_\_  
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Supplier's Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_



**FULLY EXECUTED - CHANGE 1**  
Contract Number: 4400015342  
Original Contract Effective Date: 02/02/2016  
Contract Change Date: 10/09/2020  
Valid From: 02/01/2016 To: 04/30/2021

**Supplier Name:**  
THE GORDIAN GROUP INC

**Header Text**

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If you have any questions regarding this contract please contact:

No further information for this Contract

**Information:**



**FULLY EXECUTED**  
Contract Number: 4400015342  
Original Contract Effective Date: 02/02/2016  
Valid From: 02/01/2016 To: 01/31/2020

All using Agencies of the Commonwealth, Participating Political  
Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**

Name: Mohler Scott  
Phone: 717-787-5206  
Fax: 717-772-3399

Your SAP Vendor Number with us: 309728

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**Contract Name:**  
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Printed Name \_\_\_\_\_

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Date \_\_\_\_\_



**FULLY EXECUTED**  
Contract Number: 4400015342  
Original Contract Effective Date: 02/02/2016  
Valid From: 02/01/2016 To: 01/31/2020

**Supplier Name:**  
THE GORDIAN GROUP INC

**Header Text**

This contract provides a Job Ordering Contracting Program Consultant to administer and provide construction management services to meet the requirements of Commonwealth of Pennsylvania agencies.

If you have any questions regarding this contract please contact:

Scott Mohler, Contracting Officer

No further information for this Contract

**Information:**



**FULLY EXECUTED**

Contract Number: 4400015342

Original Contract Effective Date: 02/02/2016

Valid From: 02/01/2016 To: 01/31/2019

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**

Name: Mohler Scott

Phone: 717-787-5206

Fax: 717-772-3399

Your SAP Vendor Number with us: 309728

**Supplier Name/Address:**

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30 PATEWOOD DR STE 350

GREENVILLE SC 29615-6810 US

**Please Deliver To:**

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Supplier Phone Number: 864-467-9333

Supplier Fax Number: 864-233-9100

**Contract Name:**

Job Order Contracting Program Consultant

**Payment Terms**

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Solicitation No.:

Issuance Date:

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Solicitation Submission Date:

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**Information:**

Supplier's Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_



**FULLY EXECUTED**  
Contract Number: 4400015342  
Original Contract Effective Date: 02/02/2016  
Valid From: 02/01/2016 To: 01/31/2019

**Supplier Name:**  
THE GORDIAN GROUP INC

**Header Text**

This contract provides a Job Ordering Contracting Program Consultant to administer and provide construction management services to meet the requirements of Commonwealth of Pennsylvania agencies.

If you have any questions regarding this contract please contact:

Scott Mohler, Contracting Officer

No further information for this Contract

**Information:**





**FULLY EXECUTED**  
**Contract Number: 4400015342**  
Contract Effective Date: 07/21/2016  
Valid From: 02/01/2016 To: 01/31/2019

All using Agencies of the Commonwealth, Participating Political  
Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**  
**Name: Moyer Nicole**  
**Phone: 717-346-3273**  
**Fax: 717-783-6241**

**Your SAP Vendor Number with us: 309728**

**Supplier Name/Address:**  
THE GORDIAN GROUP INC  
30 PATEWOOD DR STE 350  
GREENVILLE SC 29615-6810 US

**Please Deliver To:**

To be determined at  
the time of the Purchase Order  
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**Supplier Phone Number: 864-467-9333**  
**Supplier Fax Number: 864-233-9100**

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**Payment Terms**  
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**General Requirements for all Items:**

**Information:**

Supplier's Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_



**FULLY EXECUTED**  
**Contract Number: 4400015342**  
Contract Effective Date: 07/21/2016  
Valid From: 02/01/2016 To: 01/31/2019

**Supplier Name:**  
THE GORDIAN GROUP INC

**Header Text**

This contract provides a Job Ordering Contracting Program Consultant to administer and provide construction management services to meet the requirements of Commonwealth of Pennsylvania agencies.

If you have any questions regarding this contract please contact:

Nicole Moyer, Contracting Officer  
Bureau of Procurement, 6th Floor Forum Place  
555 Walnut Street, Harrisburg PA 17101-1914  
Phone: 717-346-3273 or nicomoyer@pa.gov  
No further information for this Contract

**Information:**

**CONTRACT  
FOR  
Job Order Contracting Program Consultant**

**THIS CONTRACT** for the provision of Job Order Contracting Program Consultant ("Contract") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **Commonwealth of Pennsylvania**, acting through the Department of General Services ("DGS"), and **The Gordian Group ("Contractor")**.

**WHEREAS**, DGS issued a Request For Proposals for the provision of Job Order Contracting Program Consultant for Commonwealth executive agencies, RFP No. **6100035359** ("RFP"); and

**WHEREAS**, Contractor submitted a proposal in response to the RFP; and

**WHEREAS**, Contractor submitted a Price Submittal; and

**WHEREAS**, DGS determined that Contractor's proposal, as revised by its final Negotiated Price Proposal for RFP #6100035359 for JOC Program Consultant ("final Negotiated Price Proposal"), was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP and selected Contractor for contract negotiations; and

**WHEREAS**, DGS and Contractor have negotiated this Contract as their final and entire agreement in regard to providing Job Order Contracting Program Consultant services to the Commonwealth.

**NOW THEREFORE**, intending to be legally bound hereby, DGS and Contractor agree as follows:

1. Contractor shall, in accordance with the terms and conditions of this Contract, provide Job Order Contracting Program Consultant services as more fully defined in the RFP, to Commonwealth executive agencies.
2. Commonwealth executive agencies shall procure their requirements for Job Order Contracting Program Consultant services in accordance with the terms and conditions of this Contract.
3. Contractor agrees to provide the Job Order Contracting Program Consultant services listed in its final Negotiated Price Proposal, which is attached hereto as Exhibit B and made a part hereof, at the prices listed for those items in Exhibit B.
4. Contractor agrees to meet and maintain the commitments to small diverse businesses made in its final negotiated Small Diverse Business Submittal, which is attached hereto

as Exhibit C and made a part hereof. Any proposed change to a small diverse business commitment must be submitted to the DGS Bureau of Diversity Inclusion and Small Business Opportunities (“BDISBO”), which will make a recommendation as to a course of action to the Contracting Officer. Contractor shall complete the Prime Contractor’s Quarterly Utilization Report and submit it to the Contracting Officer and BDISBO within ten (10) workdays at the end of each calendar quarter that the Contract is in effect.

5. The Proposal Requirements in Part II of the RFP are modified as follows:
  - a. Section II-10 of Part II of the RFP is amended to add the following provision: “The total annual volume for JOC Projects shall be based on the total Contract volume for all participating agencies and COSTARS participants.”
  - b. Part II of the RFP is amended to add the following new Section II-13 to the RFP: “If the Selected Offeror enters into a procurement with one or more COSTARS participants for Job Order Contracting Program Consultant services, the Selected Offeror shall be diligent not to allow such procurements with COSTARS participants to interfere with the timely delivery of services to the Commonwealth under the Contract.”
  - c. Part II-12 of Part II is amended to provide that the COSTARS program will not be available during the first year of the Contract.
6. The terms and conditions in Section V. 13 CONTRACT- 009.1b Ownership Rights (October 2013) of Exhibit A to the Contract are hereby amended to add the following:
  - a. License. The Contractor grants to the Commonwealth and the Commonwealth accepts from the Contractor for the term of this Contract, a non-exclusive, non-transferable right, privilege and license to Contractor’s Job Order Contracting System and other related proprietary materials (collectively referred to as “Contractor Intellectual Property”) to be used for the sole purpose of operating the Commonwealth’s Job Order Contracting program. The parties hereby agree that Contractor Intellectual Property shall include, but is not limited to, the Contractor’s eGordian® application and support documentation, Construction Task Catalog® (also commonly referred to as a unit price book) and information contained therein, training materials and other proprietary materials provided by Contractor. In the event this Contract expires or terminates as provided herein, this JOC System License shall terminate and the Commonwealth shall return to Contractor all Contractor Intellectual Property in the Commonwealth’s possession.

The Commonwealth acknowledges that disclosure of Contractor Intellectual Property 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 the Contractor. The Commonwealth further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Intellectual Property during and after the term of this Contract and

shall at all times maintain complete confidentiality with regard to the Contractor Intellectual Property provided to the Commonwealth, subject to federal and state laws related to public records disclosure.

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

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

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Contract or any purchase order or similar purchasing document issued by the Commonwealth as it relates to the ownership of Contractor's Intellectual Property, this JOC System License shall take precedence.

- b. Contractor Intellectual Property. The Commonwealth acknowledges that the Contractor Intellectual Property was previously developed by the Contractor, and that the same shall remain the sole and exclusive property of Contractor. Contractor retains ownership of all Contractor Intellectual Property that Contractor delivers to the Commonwealth pursuant to this Contract.
- c. Commonwealth Intellectual Property and Data. The Commonwealth owns all Data and Intellectual Property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract. Commonwealth grants Contractor a non-exclusive, royalty-free, license to use, copy, display, and prepare derivative works of the Commonwealth's Intellectual Property and Data only to fulfill the purposes of this Contract. The Commonwealth's license to Contractor is limited by the terms of this Contract.
- d. Click-Through Terms. The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. Other terms and conditions included in click-through agreements or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of this Contract and shall be disregarded by the parties. Any such terms shall be unenforceable by the Contractor and not binding on the Commonwealth.
- e. No Transfer of Right, Title or Interest. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon Contractor, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Commonwealth or any third party. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon the Commonwealth, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Contractor.

7. Part IV-4 D.5 of the Work Statement of the RFP is deleted in its entirety and replaced by the following:

Agencies shall have the option to perform their own construction management on projects. In the event an agency elects not to perform their own construction management on a project, the Contractor shall perform construction management of the Job Order including but not limited to:

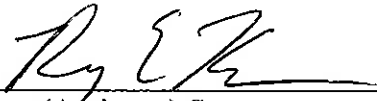
- a. Administering the Initial Job Conference and all subsequent job meetings;
  - b. Reviewing and processing all construction-related forms;
  - c. Ensuring work is being performed in accordance with the Job Order; and
  - d. Reviewing all invoicing for the Job Order.
8. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
    - a. The Contract document contained herein.
    - b. The Contract Terms and Conditions contained in Part V of the RFP, which is attached hereto as Exhibit A and made part of this Contract.
    - c. The Contractor's final Negotiated Price Proposal, which is attached hereto as Exhibit B and made a part hereof.
    - d. The Contractor's final negotiated Small Diverse Business Submittal, which is attached hereto as Exhibit C and made a part hereof.
    - e. Parts I-IV of the RFP, including all of the referenced Appendices and as revised by all Addenda issued thereto, and as revised by this Contract, which is attached hereto as Exhibit A and made a part hereof.
    - f. The Contractor's Technical Submittal, together with the Contractor's response and clarification provided under the Pre-Selection Negotiations Clarifications Questions for The Gordian Group RFP 6100035359 10/23/15, which are attached hereto collectively as Exhibit D and made a part hereof.

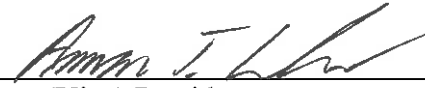
**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties hereto have signed this Contract the day and year first above written. Execution by the Commonwealth will be as described in the Contract Terms and Conditions, paragraph 003.1b Signatures- Contract (March 2007).

Witness:

**CONTRACTOR:**

By:   
(Assistant) Secretary

By:   
(Vice) President

Roy E Kemper 1/20/16  
Printed Name/Date

Ammon T. Lester 1/20/16  
Printed Name/Date

58-1900371  
Federal I.D. Number

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES**

By: To be obtained electronically  
Deputy Secretary for Procurement Date

APPROVED AS TO FORM AND LEGALITY:

To be obtained electronically  
Office of Chief Counsel Date

8-FA-19.1  
Office of General Counsel Date

8-FA-19.1  
Office of Attorney General Date

**APPROVED FOR FISCAL RESPONSIBILITY,  
BUDGETARY APPROPRIATENESS AND  
AVAILABILITY OF FUNDS:**

To be obtained electronically  
Comptroller Date

## Determination To Use Competitive Sealed Proposals (RFP) Method of Procurement

Bureau Of Procurement

**Instructions:** This form is to be utilized by Issuing Officers wherein they are required to disclose the justification for use of the competitive sealed proposals method of procurement. Check the appropriate boxes and provide detailed explanation as to why it is not practical or advantageous for the Commonwealth to issue an Invitation for Bids.

The completed form should be submitted to DGS in conjunction with the Notice of Forthcoming Procurements and DGS will post with the solicitation when issued. For agency led procurements the form must be posted with the solicitation issuance.

### Requesting Agency Information

<b>Agency:</b>	Department of General Services, Public Works		
<b>Address:</b>	18th & Herr Street, Arsenal Building, 3rd Floor, Harrisburg, PA 17125		
<b>Agency Contact:</b>	Jenna Horting	<b>Telephone No:</b>	787-1122

### Contract Information

<b>Contract Title:</b>	Job Order Contracting Program Consultant
------------------------	--

**The use of competitive sealed bidding is not practicable for the Commonwealth to use to award this contract because:**  
(check all the apply)

<input checked="" type="checkbox"/>	The agency is seeking a contractor's solution to an agency need.
<input type="checkbox"/>	The agency wants to provide offerors with flexibility in the contents of their proposals in terms of materials, services, or construction offered.
<input type="checkbox"/>	The scope/statement of work/specifications lack sufficient clarity and specificity in terms of a detailed procurement description to enable submission of definitive bids.

**The use of competitive sealed bidding is not advantageous for the Commonwealth to use to award this contract because:**  
(check all the apply)

<input checked="" type="checkbox"/>	The agency wants to consider criteria other than price in the award process, in particular, criteria that are subjective in nature: <input checked="" type="checkbox"/> Small Diverse Business <input type="checkbox"/> Domestic Workforce <input checked="" type="checkbox"/> Contractor qualifications, experience and financial capability <input type="checkbox"/> Service & Delivery Capability <input type="checkbox"/> Other Criteria
<input type="checkbox"/>	It is not in the agency's or the Commonwealth's best interest to use competitive sealed bidding. <b>Explain:</b>

### Signature

**The printed name on this form shall constitute the signature of the individual and approval for the Agency request.** Agencies must ensure that the individual reviews the completed form and gives their consent to apply their printed name on this form. No handwritten signature shall be required in order for the form to be considered "signed" by the individual.

<b>Issuing Office Signature:</b>	Jennifer Habowski	<b>Date:</b>	08/14/2015
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**AMENDMENT NUMBER 2**

**TO**

**CONTRACT NO. 4400015342**

This Amendment No. 2 to Contract No. **4400015342** (the Contract) is by and between **The Gordian Group, Inc.** ("Contractor") and the **Commonwealth of Pennsylvania**, acting through the **Department of General Services** ("DGS").

**WHEREAS**, the Contractor and DGS entered into the Contract, identified as SRM No. **4400015342** for the provision of Job Order Contracting Program Consultant Services beginning with contract execution and ending 4/30/2022;

**WHEREAS**, the Commonwealth and The Gordian Group, Inc. agree to extend the Contract for twelve (12) months with no changes to the terms, conditions, or pricing.

**NOW THEREFORE**, for valuable mutual consideration and intending to be legally bound hereby, the parties agree as follows:

1. The Contractor and DGS agree to extend the Contract for 12 months with no changes to the terms, conditions, or pricing.
2. The Department of General Services may elect to terminate this amendment prior to the end of the twelve (12) months.
3. This Amendment shall become effective when it is fully executed by the parties and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. This Amendment is not binding in any way on the Commonwealth or the Department until it has been fully executed, as prescribed in the preceding sentence.
4. Except as amended by this Amendment Number 2, all other terms and conditions of the Contract and Amendment Number 1 shall remain as originally written.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have signed this Amendment No. 2 to the Contract the day and year first above written. Execution by the Commonwealth will be as described in the Contract Terms and Conditions.

WITNESS:

CONTRACTOR:

Sabrina McKinney  
Signature

Kathryn Hilton  
Signature

Sabrina McKinney 3/10/22  
Printed Name/Date

Kathryn Hilton / VP+GM / 3-10-22  
Printed Name/Title/Date

581900371  
Federal Identification Number

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES

Robert A. Carr 3/15/22  
Deputy Secretary for Public Works Date

APPROVED AS TO FORM AND LEGALITY:

Colonel C. Oberlin 3/15/22  
Office of Chief Counsel Date

Pamela J. Cross 3/17/22  
Office of General Counsel Date

David E. Stewart 3/28/2022  
Office of Attorney General Date

APPROVED:

Robert J. Crouse Digitally signed by Robert J. Crouse  
Date: 2022.04.05 14:01:12 -04'00'  
Comptroller Date

**AMENDMENT NUMBER 3**

**TO**

**CONTRACT NO. 4400015342**

This Amendment No. 3 to Contract No. **4400015342** (the “Contract”) is by and between **The Gordian Group, Inc.** (“Contractor”) and the **Commonwealth of Pennsylvania**, acting through the **Department of General Services** (“DGS”).

**WHEREAS**, the Contractor and DGS entered into the Contract, identified as SRM No. **4400015342** for the provision of Job Order Contracting Program Consultant Services beginning with contract execution and ending 4/30/2023;

**WHEREAS**, the Commonwealth and The Gordian Group, Inc. agree to extend the Contract for twelve (12) months with no changes to the terms, conditions, or pricing except as explicitly provided by this Amendment No. 3.

**WHEREAS**, the Commonwealth shall have the option to extend the Contract for an additional one (1) year with no changes to the terms, conditions, or pricing except as explicitly provided by this Amendment No.3.

**NOW THEREFORE**, for valuable mutual consideration and intending to be legally bound hereby, the parties agree as follows:

1. The Contractor and DGS agree to extend the Contract for 12 months with no changes to the terms, conditions, or pricing except as explicitly provided by this Amendment No. 3.
2. The Department of General Services may elect to terminate this amendment prior to the end of the twelve (12) months.
3. This Amendment shall become effective when it is fully executed by the parties and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. This Amendment is not binding in any way on the Commonwealth or the Department until it has been fully executed, as prescribed in the preceding sentence.
4. The Contractor and DGS agree that upon Contractor’s receipt of notification from DGS regarding the date the last Job Order Contracting Construction Contract is executed from DGS – A – 2022 – 0001, the following will occur;
  - a. The Contractor will disable the JOC Gordian Landing Page; and
  - b. The Contractor will not accept any new Design Purchase Orders/Job Orders from the Using Agency; and

- c. The Contractor will not accept any new Emergency Projects for which the Using Agency signed an Emergency Declaration on the date of or after receipt of the notification however, any existing Emergency Declarations signed prior to receipt of the notification will continue with the Contractor; and
- d. Notwithstanding prior Emergency Declarations, the Contractor will not accept any new Construction Purchase Orders/Job Orders from the Using Agency after sixty (60) days from receipt of the notification; and
- e. The Contractor may accept Supplemental Job Orders to an existing Purchase Order.

Except as amended by this Amendment Number 3, all other terms and conditions of the Contract and Amendment Number 1 shall remain as originally written.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties hereto have signed this Amendment No. 3 to the Contract the day and year first above written. Execution by the Commonwealth will be as described in the Contract Terms and Conditions.

WITNESS:

CONTRACTOR:

Carissa Eichelberger  
Signature

Ammon T. Leshner  
Signature

Carissa Eichelberger 1/24/2023  
Printed Name/Date

Ammon T. Leshner, VP 1/24/23  
Printed Name/Title/Date

58-1900371  
Federal Identification Number

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES

[Signature] 3/1/2023  
Deputy Secretary for Public Works Date

APPROVED AS TO FORM AND LEGALITY:

Edmond C. Palmer 3/1/2023  
Office of Chief Counsel Date

Andrew Hanna 2023.03.16  
Office of General Counsel 13:29:34 -04'00' Date

[Signature]  
Office of Attorney General Date  
Digitally signed by David E. Stover,  
Assistant Chief Deputy Attorney General  
Date: 2023.04.05 11:22:00 -04'00'

APPROVED:

Alicia Coble Digitally signed by Alicia Coble  
Date: 2023.04.05 16:49:55 -04'00'  
Comptroller Date

**REQUEST FOR PROPOSALS FOR**

**Job Order Contracting Program Consultant**

**ISSUING OFFICE**



**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
BUREAU OF PROCUREMENT**

**555 Walnut Street  
Forum Place, 6<sup>th</sup> Floor  
Harrisburg, PA 17101**

**RFP NUMBER**

**6100035359**

**DATE OF ISSUANCE**

**August 21, 2015**

**REQUEST FOR PROPOSALS FOR**  
**Job Order Contracting Program Consultant**

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## CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit Questions via email to Jennifer Habowski at <a href="mailto:jhabowski@pa.gov">jhabowski@pa.gov</a> .	Potential Offerors	August 26, 2015 by 4:00 pm EST
A pre-proposal conference will not be held.	Issuing Office/Potential Offerors	Not Applicable
Answers to Potential Offeror questions posted to the DGS website ( <a href="http://www.dgsweb.state.pa.us/RTA/Search.aspx">http://www.dgsweb.state.pa.us/RTA/Search.aspx</a> ) no later than this date.	Issuing Office	August 31, 2015
Please monitor website for all communications regarding the RFP.	Potential Offerors	Ongoing
<p>Sealed proposal must be received by the Issuing Office at:</p> <p><b>PA Department of General Services</b>  <b>Bureau of Procurement</b>  <b>Attn: Jennifer Habowski / RFP 6100035359</b>  <b>555 Walnut Street</b>  <b>Forum Place, 6<sup>th</sup> Floor</b>  <b>Harrisburg, PA 17101</b></p>	Offerors	September 9, 2015 by 10:00 am



## PART I

### GENERAL INFORMATION

**I-1. Purpose.** This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the **Department of General Service’s** consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need **for Job Order Contracting Program** (“Project”).

**I-2. Issuing Office.** The **Department of General Services** (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be:

**Jennifer L. Habowski, Issuing Officer**  
**Department of General Services**  
**Bureau of Procurement**  
**Forum Place, 6<sup>th</sup> Floor, 555 Walnut Street**  
**Harrisburg, PA 17101**  
**[jhabowski@pa.gov](mailto:jhabowski@pa.gov)**

Please refer all inquiries to the Issuing Officer.

**I-3. Scope.** This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

**I-4. Problem Statement.** The Commonwealth is seeking Proposals from qualified Contractor to create, develop, implement and administer a Job Order Contracting Program (“JOC Program”). This program is necessary to enhance the Commonwealth’s contracting process. Additional detail is provided in **Part IV** of this RFP.

**I-5. Type of Contract.** It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be a commissioned based contract where payment is determined by a percentage of the actual project costs procured under the JOC Program. The contract will contain the standard terms and conditions as shown in **Appendix A**. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.

**I-6. Rejection of Proposals.** The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

**I-7. Incurring Costs.** The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

**I-8. Pre-proposal Conference.** There will be no Pre-proposal conference for this RFP. If there are any questions, please forward them to the Issuing Officer in accordance with Section I-9.

**I-9. Questions & Answers.** If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email (**with the subject line “RFP 6100035359 Question”**) to the Issuing Officer named in **Part I, Section I-2** of the RFP. If the Offeror has questions, they must be submitted via email **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events. An Offeror who submits a question *after* the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its proposal will not be responsive or competitive because the Commonwealth is not able to respond before the proposal receipt date or in sufficient time for the Offeror to prepare a responsive or competitive proposal. When submitted after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Offeror to specific provisions in the RFP. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date for receipt of questions indicated on the Calendar of Events, the answer must be provided to all Offerors through an addendum.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-10**. Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation. The required protest process for Commonwealth procurements is described on the DGS website.

**I-10. Addenda to the RFP.** If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at <http://www.dgsweb.state.pa.us/RTA/Search.aspx>. It is the Offerors responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

**I-11. Response Date.** To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors. The hour for submission of proposals shall remain the same. The Issuing Office will reject, unopened, any late proposals.

**I-12. Proposals.** To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Part II**, providing **five (5) paper copies [one marked “ORIGINAL”] of the Technical Submittal and one (1) paper copy of the Cost Submittal and two (2) paper copies of the Small Diverse Business (SDB) participation submittal.** In addition to the paper copies of the proposal, Offerors shall submit one **complete and exact** copy of the entire proposal (Technical, Cost and SDB submittals, along with all requested documents) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Offerors may not lock or protect any cells or tabs. Offerors should ensure that there is no costing information in the technical submittal. Offerors should not reiterate technical information in the cost submittal. The CD or Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (**Appendix B** to this RFP) and the Proposal Cover Sheet is attached to the Offerors proposal, the requirement will be met. The proposal shall also contain an original signed and notarized Non-Collusion Affidavit (**Appendix C to this RFP**). For this RFP, the proposal must remain valid for **120** days or until a contract is fully executed. If the Issuing Office selects the Offerors proposal for award, the contents of the selected Offerors proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office’s address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

**I-13. Small Diverse Business Information.** The Issuing Office encourages participation by small diverse businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use small diverse businesses as subcontractors and suppliers.

A Small Diverse Business is a DGS-verified minority-owned business, woman-owned business, veteran-owned business or service-disabled veteran-owned business.

A small business is a business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than \$7 million in gross annual revenues for building design, \$20 million in gross annual revenues for sales and services and \$25 million in gross annual revenues for those businesses in the information technology sales or service business.

Questions regarding this Program can be directed to:

Department of General Services  
Bureau of Small Business Opportunities  
Room 611, North Office Building  
Harrisburg, PA 17125  
Phone: (717) 783-3119  
Fax: (717) 787-7052  
Email: [gs-bsbo@pa.gov](mailto:gs-bsbo@pa.gov)  
Website: [www.dgs.state.pa.us](http://www.dgs.state.pa.us)

The Department's directory of BSBO-verified minority, women, veteran and service disabled veteran-owned businesses can be accessed from: [Searching for Small Diverse Businesses](#).

**I-14. Economy of Preparation.** Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offerors ability to meet the requirements of the RFP. Proposals shall be submitted in accordance with the following requirements:

- 12 point Arial font
- Numbered successively for ease of reference
- All other pages to be 8 ½ X 11 (double sided)

Offeror shall comply with any specified page limits outlined in Part II. Dividers or tab sheets do not count toward the sheet limit so long as no text other than that designating the section or title appears on the sheet.

**I-15. Alternate Proposals.** The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

**I-16. Discussions for Clarification.** Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

**I-17. Prime Contractor Responsibilities.** The contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing Office will consider the selected Offeror to be the sole point of contact with regard to contractual matters.

## **I-18. Proposal Contents.**

- A. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
  
- B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.
  
- C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to **Appendix D** of the RFP for a Trade Secret Confidential Proprietary Information Notice Form that may be utilized as the signed written statement, if applicable. If financial capability information is submitted in response to Part II of this RFP such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

## **I-19. Best and Final Offers.**

- A. While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining "best and final offers." To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following, in any combination and order:
  - 1. Schedule oral presentations;
  - 2. Request revised proposals;

3. Conduct a reverse online auction; and
  4. Enter into pre-selection negotiations.
- B. The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer:
1. Those Offerors, which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
  2. Those Offerors, which the Issuing Office has determined in accordance with **Part III, Section III-5**, from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.
  3. Those Offerors whose score for their technical submittal of the proposal is less than 70% of the total amount of technical points allotted to the technical criterion.
- The issuing office may further limit participation in the best and final offers process to those remaining responsible Offerors which the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive proposals.
- C. The Evaluation Criteria found in **Part III, Section III-4**, shall also be used to evaluate the Best and Final offers.
- D. Price reductions offered through any reverse online auction shall have no effect upon the Offerors Technical Submittal. Dollar commitments to Small Diverse Businesses can be reduced only in the same percentage as the percent reduction in the total price offered through any reverse online auction or negotiations.

**I-20. News Releases.** Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

**I-21. Restriction of Contact.** From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offerors proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

**I-22. Issuing Office Participation.** Offerors shall provide all services, supplies, facilities, information technology solutions and other support necessary to complete the identified work, except as otherwise provided in this **Part I, Section I-22**.

**I-23. Term of Contract.** The term of the contract will commence on the Effective Date and will end three years after the effective date. The Commonwealth shall have the option to renew the Contract for two-additional one (1) year renewals. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

**I-24. Offeror's Representations and Authorizations.** By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.

- G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

**I-25. Notification of Selection.**

- A. **Contract Negotiations.** The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.
- B. **Award.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

**I-26. Debriefing Conferences.** Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest (See Section I-27 of this RFP).

**I-27. RFP Protest Procedure.** The RFP Protest Procedure is on the DGS website at <http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Supplier%20Service%20Center/Pages/default.aspx>. A protest by a party not submitting a proposal must be filed within **seven** days after the protesting party knew or should have known of the facts giving rise to the protest, but no later than the proposal submission deadline specified in the Calendar of



Events of the RFP. Offerors may file a protest within **seven** days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than **seven** days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

**I-28. Use of Electronic Versions of this RFP.** This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

**I-29. Information Technology Policies (ITPs).**

This RFP is subject to the Information Technology Policies (ITP's) issued by the Office of Administration, Office for Information Technology (OA-OIT). ITP's may be found at <http://www.portal.state.pa.us/portal/server.pt?open=512&objID=416&PageID=210791&mode=2>

All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical submittal, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable to the procurement. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITP.

**I-30. COSTARS PROGRAM.**

**COSTARS Purchasers.** Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902 ("Section 1902"), authorizes local public procurement units and state-affiliated entities (together, "COSTARS Members") to participate in Commonwealth procurement contracts that the Department of General Services ("DGS") may choose to make available to COSTARS Members. DGS has identified this Contract as one which will be made available for COSTARS Members' participation.

A. Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.

1. A "local public procurement unit" is:

- a) Any political subdivision (local government unit), such as a municipality, school district, or commission;

- b) Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
  - c) Any tax-exempt, nonprofit educational institution or organization;
  - d) Any tax-exempt, nonprofit public health institution or organization;
  - e) Any nonprofit fire, rescue, or ambulance company; and
  - f) Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).
2. **A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:**
- a) The Pennsylvania Turnpike Commission;
  - b) The Pennsylvania Housing Finance Agency;
  - c) The Pennsylvania Municipal Retirement System;
  - d) The Pennsylvania Infrastructure Investment Authority;
  - e) The State Public School Building Authority;
  - f) The Pennsylvania Higher Education Facilities Authority, and
  - g) The State System of Higher Education.

The term does not include any court or other officer or agency of the unified judicial system, the General Assembly and its officers and agencies, any State-related institution, or any Commonwealth executive or independent agencies, boards, or commissions not listed above. Statewide "row" offices, including the Auditor General, Attorney General, and State Treasurer **are not** State-affiliated entities under the Procurement Code.

However, elements of the court system, the General Assembly, and independent agencies, boards, or commissions have been deemed eligible for COSTARS membership as entities that spend public funds for the procurement of supplies, services, and construction.

3. A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at <http://www.costars.state.pa.us/SearchCOMember.aspx>.

B. COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that

the decision to procure from this Contract is within the sole discretion of each COSTARS Member.

- C. DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders (“POs”) to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a COSTARS Member unless substantial interests of the Commonwealth are involved.
- D. COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
- E. Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor’s classification:

<b>Contractor Classification</b>	<b>Required Administrative Fee</b>
Department of General Services Self-Certified Small Business Bidder	\$500
All Other Bidders	\$1,500

1. Each bidder electing to permit COSTARS Members to participate in the Contract must submit the COSTARS Program Election to Participate form with its bid submittal and pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the bidder is a Department of General Services Self-Certified Small Business, a copy of its active Small Business Procurement Initiative (SBPI) certificate must be included with the bid submittal.
  2. At the beginning of each Contract year and upon any Contract renewal, the Contractor shall submit a check for the required amount, payable to “Commonwealth of PA”. The Contractor must pay the Administrative Fee at each contract renewal date to continue to sell the awarded items/services to COSTARS Members. If the bidder is a Department of General Services Self-Certified Small Business, a copy of its active SBPI certificate must be included with the Administrative Fee for each contract year and upon each renewal.
- F. DGS has registered the COSTARS name and logo (together, the “COSTARS Brand”) as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under in this Subsection.

1. The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each year of the Contract period. The fee is payable upon Contract award and prior to the renewal date for each succeeding Contract period.
  2. DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:
    - a) The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Contract.
    - b) The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.
    - c) The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor as a COSTARS vendor, and only so long as the required Contract fee is kept current.
    - d) Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.
    - e) The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor's use of the COSTARS Brand.
    - f) The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.
- G. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.

1. The Contractor shall submit the reports via the web-based COSTARS Suppliers' Gateway at [www.costars.state.pa.us](http://www.costars.state.pa.us). If a Contractor does not have access to the Internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6<sup>th</sup> Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.
2. For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the sales date, and dollar volume of sales to the specific Purchaser for the reporting period.
3. DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.

H. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at [www.costars.state.pa.us](http://www.costars.state.pa.us).

1. If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at [www.costars.state.pa.us](http://www.costars.state.pa.us), where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
2. Direct all questions concerning the COSTARS Program to:

Department of General Services  
COSTARS Program  
555 Walnut Street, 6<sup>th</sup> Floor  
Harrisburg, PA 17101  
Telephone: 1-866-768-7827  
E-mail: [GS-PACostars@state.pa.us](mailto:GS-PACostars@state.pa.us)

## PART II

### PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Small Diverse Business cost data should be kept separate from and not included in the Technical Submittal. Each Proposal shall consist of the following **three** separately sealed submittals:

- A. Technical Submittal, which shall be a response to RFP **Part II, Sections II-1 through II-8;**
- B. Small Diverse Business participation submittal, in response to RFP **Part II, Section II-9;** and
- C. Cost Submittal, in response to RFP **Part II, Section II-10.**

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

**II-1. Statement of the Problem.** (Limit: 8 pages) State in succinct terms your understanding of the problem presented or the service required by this RFP. The Offeror shall provide:

- an Executive Summary establishing the depth of Offeror's understating of the Commonwealth's intended scope of work and a detailed description of the how the proposed JOC Program will accomplish the agencies' need for effective and efficient design, construction and construction management; and
- a brief discussion of how Pennsylvania-specific requirements such as the Prevailing Wage Act, the Separations Act and the Pa. Labor & Industry/Uniform Construction Code requirements for submitting a project for plan review and approval impact the JOC Program; and
- information and insight that indicates the Offerors thorough knowledge of design and construction activities to be performed by the JOC construction contractors and their

familiarity with Construction Specification Institute (CSI) format for developing specifications; and

**II-2. Management Summary.** Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

**II-3. Work Plan.** Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in **Part IV** of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach.

**II-4. Prior Experience** (Limit: 8 pages). Include experience in creating, developing, implementing and administering a JOC Program, including the ability to address the wide range of civil, telecomm, electrical, environmental, mechanical, structural, fire suppression, design, general construction and construction management. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted. In addition, provide a listing of current and completed projects over the last five (5) years that included developing and tailoring a JOC program for a project similar to size and scope of the Commonwealth's Projects.

**II-5. Personnel.** (Limit: 8 pages and one 11 X 17 management chart) Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. For key personnel (Program Manager, Estimator, Scheduler, Analysts, IT staff, Construction and Design specialists, and Construction Management Specialists), include the employee's name and, through a resume or similar document, the Project personnel's education and experience.

- The Program Manager must have a minimum of five (5) years of experience with JOC Systems to assist in the administration and project management of the JOC Program.
- For the Estimator, Scheduler, Analysts, IT staff, Construction and Design specialists and Construction Management Specialist, the personnel must have a demonstrated, through a resume or similar document, an understanding of the JOC concept and at least two years' experience in developing and operating similar programs.

Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Provide a project specific organizational chart depicting the roles and responsibilities of key personnel as well as the limits of authority and lines of authority. Identify by name any subcontractors you intend to use and the services they will perform.

**II-6. Training.** Indicate and describe the type of training to be provided to Agency personnel who are located throughout the Commonwealth. The scope of the training shall include training

on the procedures associated in the administration of the JOC Program and in the utilization of the JOC System (as defined in Part IV). Include any assumptions made about the knowledge or experience of agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

**II-7. Financial Capability.** Describe your company's financial stability and economic capability to perform the contract requirements. Provide your company's financial statements (audited, if available) for the past three fiscal years. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report, if available. If your company is a publicly traded company, please provide a link to your financial records on your company website in lieu of providing hardcopies. The Commonwealth reserves the right to request additional information it deems necessary to evaluate an Offeror's financial capability.

**II-8. Objections and Additions to Standard Contract Terms and Conditions.** The Offeror will identify which, if any, of the terms and conditions (contained in **Appendix A**) it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Appendix A**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in **Appendix A**. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in **Appendix A or to other provisions of the RFP as specifically identified above.**

**II-9. Small Diverse Business Participation Submittal.**

- A. To receive credit for being a Small Diverse Business or for subcontracting with a Small Diverse Business (including purchasing supplies and/or services through a purchase agreement), an Offeror must include proof of Small Diverse Business qualification in the Small Diverse Business participation submittal of the proposal, as indicated below:

A Small Diverse Business verified by BSBO as a Small Diverse Business must provide a photocopy of its DGS issued certificate entitled "Notice of Small Business Self-Certification and Small Diverse Business Verification" indicating its diverse status.



B. In addition to the above certificate, the Offeror must include in the Small Diverse Business participation submittal of the proposal the following information:

1. **All** Offerors must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Offeror and not by subcontractors and suppliers.
2. **All** Offerors must include a numerical percentage which represents the total percentage of the total cost in the Cost Submittal that the Offeror commits to paying to Small Diverse Businesses (SDBs) as subcontractors. To support its total percentage SDB subcontractor commitment, Offeror must also include:
  - a) The percentage and dollar amount of each subcontract commitment to a Small Diverse Business;
  - b) The name of each Small Diverse Business. The Offeror will not receive credit for stating that after the contract is awarded it will find a Small Diverse Business.
  - c) The services or supplies each Small Diverse Business will provide, including the timeframe for providing the services or supplies.
  - d) The location where each Small Diverse Business will perform services.
  - e) The timeframe for each Small Diverse Business to provide or deliver the goods or services.
  - f) A subcontract or letter of intent signed by the Offeror and the Small Diverse Business (SDB) for each SDB identified in the SDB Submittal. The subcontract or letter of intent must identify the specific work, goods or services the SDB will perform, how the work, goods or services relates to the project, and the specific timeframe during the term of the contract and any option/renewal periods when the work, goods or services will be performed or provided. In addition, the subcontract or letter of intent must identify the fixed percentage commitment and associated estimated dollar value that each SDB will receive based on the total value of the initial term of the contract as provided in the Offeror's Cost Submittal. Attached is a letter of intent template (**Appendix E**) which may be used to satisfy these requirements.
  - g) The name, address and telephone number of the primary contact person for each Small Diverse Business.
3. The total percentages and each SDB subcontractor commitment will become contractual obligations once the contract is fully executed.
4. The name and telephone number of the Offeror's project (contact) person for the Small Diverse Business information.

- C. The Offeror is required to submit **two** copies of its Small Diverse Business participation submittal. The submittal shall be clearly identified as Small Diverse Business information and sealed in its own envelope, separate from the remainder of the proposal.
- D. A Small Diverse Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.
- E. An Offeror that qualifies as a Small Diverse Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

**II-10. Cost Submittal.** The information requested in this **Part II, Section II-10** shall constitute the Cost Submittal. The Cost Submittal (**Appendix F**) shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. The total proposed cost shall be broken down into the following components set forth in the Cost Submittal Worksheet. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9**, of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

**The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.**

**II-11. Domestic Workforce Utilization Certification.** Complete and sign the Domestic Workforce Utilization Certification contained in **Appendix G** of this RFP. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal.

**II-12. COSTARS Program Election to Participate.** The COSTARS program will not be available during the first two years of the Contract. The Contract may be opened to COSTARS members beginning in the third contract year if mutually agreed to by both the Commonwealth and the selected Offeror.

Offerors electing to permit COSTARS members to participate in this Contract should complete and sign the COSTARS Program Election to Participate form contained in **Appendix H** of this RFP. If the Offeror is asserting that it is a Department of General Services Certified Small Business, also provide an active Department of General Services Small Business Certification. Submit the form and the certification, as applicable, in the same sealed envelope with the Technical Submittal only if the Offeror elects to participate in the program.

## PART III

### CRITERIA FOR SELECTION

**III-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal must be:

- A. Timely received from an Offeror;
- B. Properly signed by the Offeror.

**III-2. Technical Nonconforming Proposals.** The two (2) Mandatory Responsiveness Requirements set forth in **Section III-1** above (A-B) are the only RFP requirements that the Commonwealth will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.

**III-3. Evaluation.** The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BSBO will evaluate the Small Diverse Business participation submittal and provide the Issuing Office with a rating for this component of each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Offeror whose proposal is determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors.

**III-4. Evaluation Criteria.** The following criteria will be used in evaluating each proposal:

- A. **Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **50%** of the total points. Evaluation will be based upon the following in order of importance:
  - Soundness of Approach
  - Offeror Qualifications
  - Personnel Qualifications
  - Understanding the Problem

The final Technical scores are determined by giving the maximum number of technical points available to the proposal with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage:

<http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx>.

B. **Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as **30** % of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: <http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx>.

C. **Small Diverse Business Participation:**

BSBO has established the weight for the Small Diverse Business (SDB) participation criterion for this RFP as 20 % of the total points. Each SDB participation submittal will be rated for its approach to enhancing the utilization of SDBs in accordance with the below-listed priority ranking and subject to the following requirements:

1. A business submitting a proposal as a prime contractor must perform 60% of the total contract value to receive points for this criterion under any priority ranking.
2. To receive credit for an SDB subcontracting commitment, the SDB subcontractor must perform at least fifty percent (50%) of the work subcontracted to it.
3. A significant subcontracting commitment is a minimum of five percent (5%) of the total contract value.
4. A subcontracting commitment less than five percent (5%) of the total contract value is considered nominal and will receive reduced or no additional SDB points depending on the priority ranking.

**Priority Rank 1:** Proposals submitted by SDBs as prime Offerors will receive 150 points. In addition, SDB prime Offerors that have significant subcontracting commitments to additional SDBs may receive up to an additional 50 points (200 points total available).

Subcontracting commitments to additional SDBs are evaluated based on the proposal offering the highest total percentage SDB subcontracting commitment. All other Offerors will be scored in proportion to the highest total percentage SDB subcontracting commitment within this ranking. *See formula below.*

**Priority Rank 2:** Proposals submitted by SDBs as prime contractors, with no or nominal subcontracting commitments to additional SDBs, will receive 150 points.

**Priority Rank 3:** Proposals submitted by non-small diverse businesses as prime contractors, with significant subcontracting commitments to SDBs, will receive up to 100 points. Proposals submitted with nominal subcontracting commitments to SDBs will receive points equal to the percentage level of their total SDB subcontracting commitment.

SDB subcontracting commitments are evaluated based on the proposal offering the highest total percentage SDB subcontracting commitment. All other Offerors will be scored in proportion to the highest total percentage SDB subcontracting commitment within this ranking. *See formula below.*

**Priority Rank 4:** Proposals by non-small diverse businesses as prime contractors with no SDB subcontracting commitments shall receive no points under this criterion.

To the extent that there are multiple SDB Participation submittals in Priority Rank 1 and/or Priority Rank 3 that offer significant subcontracting commitments to SDBs, the proposal offering the highest total percentage SDB subcontracting commitment shall receive the highest score (or additional points) available in that Priority Rank category and the other proposal(s) in that category shall be scored in proportion to the highest total percentage SDB subcontracting commitment. Proportional scoring is determined by applying the following formula:

$$\frac{\text{SDB \% Being Scored}}{\text{Highest \% SDB Commitment}} \times \frac{\text{Points/Additional}}{\text{Points Available}^*} = \frac{\text{Awarded/Additional}}{\text{SDB Points}}$$

*Priority Rank 1 = 50 Additional Points Available*

*Priority Rank 3 = 100 Total Points Available*

Please refer to the following webpage for an illustrative chart which shows SDB scoring based on a hypothetical situation in which the Commonwealth receives proposals for each Priority Rank:

<http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx>.

- D. **Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available for this criterion is 3% of the total points for this RFP.

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. See the following webpage for the Domestic Workforce Utilization Formula:

<http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx>.

Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal. The certification will be included as a contractual obligation when the contract is executed.

**III-5. Offeror Responsibility.** To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract.

In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

- A. The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **70%** of the **available technical points**; and
- B. The Offeror's financial information must demonstrate that the Offeror possesses the financial capability to assure good faith performance of the contract. The Issuing Office will review the Offeror's previous three financial statements, any additional information received from the Offeror, and any other publicly-available financial information concerning the Offeror, and assess each Offeror's financial capacity based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

An Offeror which fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office, in its sole discretion, for Best and Final Offers or contract negotiation contingent upon such Offeror providing contract performance security for the first contract year cost proposed by the Offeror in a form acceptable to the Issuing Office. Based on the financial condition of the Offeror, the Issuing Office may require a certified or bank (cashier's) check, letter of credit, or a performance bond conditioned upon the faithful performance of the contract by the Offeror. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the Offeror and cannot increase the Offeror's cost proposal or the contract cost to the Commonwealth.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, Contractor Responsibility Program.

**III-6. Final Ranking and Award.**

- A. After any best and final offer process conducted, the Issuing Office will combine the evaluation committee's final technical scores, BSBO's final small diverse business participation scores, the final cost scores, and (when applicable) the domestic workforce

utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part.

- B. The Issuing Office will rank responsible Offerors according to the total overall score assigned to each, in descending order.
- C. The Issuing Office must select for contract negotiations the offeror with the highest overall score; PROVIDED, HOWEVER, THAT AN AWARD WILL NOT BE MADE TO AN OFFEROR WHOSE PROPOSAL RECEIVED THE LOWEST TECHNICAL SCORE AND HAD THE LOWEST COST SCORE OF THE RESPONSIVE PROPOSALS RECEIVED FROM RESPONSIBLE OFFERORS. IN THE EVENT SUCH A PROPOSAL ACHIEVES THE HIGHEST OVERALL SCORE, IT SHALL BE ELIMINATED FROM CONSIDERATION AND AWARD SHALL BE MADE TO THE OFFEROR WITH THE NEXT HIGHEST OVERALL SCORE.
- D. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

**PART IV**  
**WORK STATEMENT**

**IV-1. Objectives.**

DGS (“The Department”) is seeking proposals from qualified Offerors to create, develop, implement, and administer a JOC Program and to provide construction management services. The selected Offeror will provide an internet-based management information and support system (the JOC System) and specifications manual that will allow individual state agencies to efficiently engage multi-disciplined contractors to design and perform repairs, alterations and minor construction projects and enable agencies issue job orders based upon pre-priced items of work from an on-line task order catalog. The task order catalog and specifications shall be electronic and shall allow automated search and selection.

The main objective of the JOC Program is to enable numerous individual state agencies to rapidly engage design-build construction contractors to perform design, construction and construction-related services. The projects will range from a total project value of \$10,000 up to a current maximum project value of \$300,000.

In order to address the needs of the agencies, the DGS’ JOC Program procedure shall incorporate, but is not limited to, the following steps to be taken by an agency:

- Agency issues a Job Order to create a scope/program/cost survey for the project; and
- Agency reviews the completed scope/program/cost survey to determine whether to proceed any further; and if agency decides to proceed;
- Agency issues a Job Order to design-build contractor for design portion of the construction project; and
- Agency reviews design; and
- Agency prepares Job Order for actual construction; and
- Agency issues Job Order to JOC construction contractor which is paid for through a purchase order within the Commonwealth’s SAP system.

**IV-2. Nature and Scope.**

The Department of General Services (“DGS”) serves as the procurement agency for vertical construction for numerous governmental agencies that own facilities located throughout the state. DGS has determined that Job Order Contracting (“JOC”) provides the most efficient means of designing and completing repairs, alterations and minor construction for individual agency projects with a total maximum dollar value, currently established at \$300,000. For more information on agency spend, refer to **Appendix I – 4 Year Agency Project Spend Summary**. Implementing a JOC program will enable Commonwealth agencies to identify,



address and complete their projects with the assistance of the selected Offeror. Regional JOC construction contracts will be awarded subsequent to this RFP utilizing DGS' Request for Proposal (RFP) process.

**IV-3. Requirements.** Offeror shall provide their acknowledgement and acceptance of the following:

A. **Compliance.** The Selected Offeror shall:

1. Comply with the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology (OA-OIT) ITPs as described in Part I-29.
2. Comply with the Hosting Requirements as outlined in **Appendix J – Non Commonwealth Hosted Applications Service.**

B. **Emergency Preparedness.**

To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

1. Describe how you anticipate such a crisis will impact your operations.
2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
  - a) Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees)
  - b) Identified essential business functions and key employees (within your organization) necessary to carry them out
  - c) Contingency plans for:
    - i.) How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
    - ii.) How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.

- d) How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
- e) How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

**IV-4. Tasks.** Offerors must describe in detail their comprehensive work plan for the tasks as outlined in Part IV. The Offeror's proposal must be written such that the Offeror describes its method of providing each service requested and is not merely restating the task.

**A. Program Development.** The selected Offeror shall work with the Department's Deputate for Public Works and Office of Chief Counsel staff to develop the JOC Program. Program Development includes reviewing and assessing the agencies' needs to determine the potential scope of the program and, in conjunction with the Department's staff, developing procedures that will be used to implement and administer the JOC Program.

**B. Document Preparation.** The selected Offeror shall provide a full and complete set of bid and contract JOC documents specifically customized for these agency projects. These documents shall include, at a minimum, a Commonwealth specific Task Order Catalog Technical Specifications and the contract terms and conditions unique to JOC.

1. **Unit Price Book.** The selected Offeror shall meet with appropriate Department personnel to determine the design and construction tasks to be contained in the JOC Unit Price Book. For purposes of this proposal, the selected Offeror shall assume the JOC Unit Price Book will ultimately contain no less than 250,000 individual design and/or construction tasks along with an associated unit price. If the selected Offeror believes this number is either inadequate or too extensive, the selected Offeror shall, as part of the proposal response, explain its estimated number of design and/or construction tasks and the basis for this number. Each task shall contain a task description, unit of measurement and a unit price. Each unit price should contain locally adjusted direct costs for materials, equipment and labor. The labor prices shall include the prevailing wages and benefits determined by the Pennsylvania Department of Labor & Industry pursuant to the Pennsylvania Prevailing Wage Act of August 15, 1961, P.L. 987, as amended. The JOC System shall contain each design and construction task along with the associated unit prices, thus ensuring an internet-based JOC Unit Price Book, and shall be supplemented, as reasonably needed, to include additional tasks required by the agencies.

The selected Offeror shall provide the complete JOC Unit Price Book described above within 30 calendar days after the effective date of the awarded contract.

2. **Technical Specifications.** The selected Offeror shall meet with appropriate Departmental personnel to familiarize themselves with the Department design and

construction standards. The selected Offeror shall then develop a set of detailed specifications for each of the 250,000+ tasks.

3. **Terms and Conditions.** The selected Offeror shall meet with appropriate Departmental personnel to familiarize themselves with the Department's standard terms and conditions for design and construction projects. The selected Offeror will work with the Department's Office of Chief Counsel to modify the Department's terms and conditions for design-build construction contracts to apply to JOC projects.
4. **Small Diverse Business Optimization.** The selected Offeror shall meet with appropriate Department personnel to familiarize themselves with state's Small Diverse Business Program and shall work with these personnel to maximize opportunities for SDB utilization in subsequent contracting opportunities.

C. **Procurement Support.** The selected Offeror shall be capable of providing the Department with complete technical and marketing support during the solicitation phase of the JOC construction contractors. The selected Offeror shall provide qualified staff with extensive public sector procurement experience to provide this support. The selected Offeror will be required to organize and conduct pre-bid meetings with prospective bidders as well as make presentations on behalf of the Department with various business and contracting organizations.

**The selected Offeror, or any firm determined by the Department to be related or affiliated with the selected Offeror, shall be prohibited from bidding on any of the construction contracts issued under the JOC Program.**

D. **Job Order Project/Construction Management.** The selected Offeror shall be responsible for the following duties on every Job Order:

1. Attend one or more site visits after a Job Order for scope/program/cost survey (SPCS) is issued by an Agency with a JOC construction contractor.
  - a) Review/comment and recommend approval/disapproval of the SPSC report.
2. Assist Agency in ensuring the scope identified in the SPSC report is developed through Final Design.
3. Assist Agency in issuing the Job Order for the design portion of the construction project.
  - a) Review and recommend approval/disapproval of the design progress submission(s).
  - b) Review and recommend approval/disapproval of all invoicing for the Job Order for the design portion of the project.
4. Assist Agency in the creation of the Job Order for construction.
  - a) Ensure the Job Order accurately reflects the Final Design.

5. Perform construction management of the Job Orders including, but not limited to:
  - a) Administering the Initial Job Conference and all subsequent job meetings; and
  - b) Reviewing and processing all construction-related forms; and
  - c) Ensure work is being performed in accordance with the Job Order; and
  - d) Review all invoicing for the Job Order.
6. Assist in issuing Supplemental Job Orders.
7. Assist and ensure all Close-Out procedures have occurred prior to Final payment.
8. Review all as-built drawings for accuracy prior to submission to the Commonwealth.

**E. Information Management System.** The selected Offeror must provide the Department with access to a comprehensive internet-based management information and support system (JOC System) to enable numerous state agencies to efficiently engage multi-disciplined construction contractors to design and perform repairs, rehabilitation and minor construction projects. The JOC System must allow individual state agencies to issue job orders based upon pre-priced items of work from an on-line task order catalog and system specifications manual to be developed by selected Offeror. The task order catalog and specifications shall be electronic and shall allow automated search and selection. There shall be no limits upon the number of software licenses.

The JOC System must provide full construction project tracking (from inception to completion), such as development of cost proposals, preparation of independent estimates, generation of all project documentation, project scheduling, budgeting and cost control, and generating reports. The JOC System shall include but not limited to: a unique identifier per JOB, JOB # (as designated by the Commonwealth), Client Agency, Client Agency contacts, JOC Consultant contacts, JOC Contractor contacts ( all contact info), JOC project title, project description, SPSC estimated and actual costs (including contract point(s), design and SPSC), milestone dates (including start/finish dates for SPSC, Design Submissions, Construction and Warranty Period), Contractor and Consultant Invoice tracking (calculated due amount based upon contract terms, actual invoice amounts, invoice received dates, invoice approval dates, balances). The JOC System must be updated daily with current Job Order information. The JOC system must provide electronic reporting features, which can be accessed by the Commonwealth. Reports shall be customizable for up to 24 Commonwealth entities. All reports must be downloadable in excel format. The selected Offeror shall prepare, implement, test and maintain the system software, including any software updates. The selected Offeror shall test/debug the software under actual field conditions prior to implementation. The JOC system shall comply with all hosting requirements listed in **Appendix J - Non Commonwealth Hosted Application Service**.

Offerors must include a detailed description of the internet-based JOC system that will be made available to assist agencies in the issuance of Job Orders. Offeror must provide information indicating that the proposed JOC System is operational (beta systems will

NOT be acceptable) in-place and fully functioning for at least 2 years for at least one client who manages construction, repair and maintenance projects over a minimum 100-mile radius. Include sample excerpts and screen shots from a functioning JOC System displaying Unit Price Books and Technical Specifications. Describe how the JOC System will allow numerous state agencies to address budgeting, estimating, scheduling, and reporting on job orders. Reporting capabilities shall allow DGS and agencies to monitor job order progress, monitor payments, and view open and closed job orders in real-time. Offerors shall address in this description the ability to accommodate concurrent multiple users working for multiple state agencies in facilities located throughout the entire 67 counties of the Commonwealth.

The selected Offeror shall provide the information management system described above within 90 calendar days after the effective date of the contract.

- F. **Training.** The selected Offeror shall provide training to ensure that the JOC System and JOC Program function properly. As part of the proposal, the selected Offeror shall include its plans to develop specialized training courses that will train all agency personnel designated by each agency that will be utilizing and administering the JOC System and JOC Program. Training should include at least one seminar each in Harrisburg, State College, Breinigsville, and Pittsburgh. All aspects of the JOC System and JOC Program are to be covered in the training. All training is to be “Hands On”, including a comprehensive training/reference manual with sample job orders, flow charts and forms. The training courses may be on-line, but shall include practical exercises that will be based upon actual Departmental projects.

The selected Offeror shall provide the training described above within 120 calendar days after the effective date of the contract.

- G. **Program and Technical Support.** The selected Offeror shall provide extensive follow-on technical support for the JOC System and JOC Program for the life of the contract. Expectations include assisting each agency with program execution, troubleshooting, (real time customer service) implementation, updating, and continuous system monitoring. Customer service/technical support shall be available daily from 8:00 am – 5:00 pm, excluding weekends and holidays. The selected Offeror shall update, as often as reasonably required, any or all of the JOC documents, including the Unit Price Book, Technical Specifications and contract terms and conditions. The selected Offeror’s ability and commitment to providing follow-on technical support is considered a vital component to ensuring a successful program.

1. The selected Offeror’s shall assign staff to assist with implementing the Contract. Assigned staff must work on-site full time at the Department’s Public Works building at 18<sup>th</sup> & Herr Streets, Harrisburg, for the first 90 days of the Contract.
2. The selected Offeror shall assist the Department in the execution and administration of the JOC construction contracts and in the development of the job orders for each agency. The selected Offeror shall monitor the overall JOC Program and prepare any status reports required by the Department. After JOC has been in place (JOC

Construction contracts fully executed and effective) for 90 days, and again at 180 days, the selected Offeror shall prepare an evaluation report for the Department's Deputy Secretary for Public Works on all aspects of the JOC Program.

- H. **Electronic Ordering.** The Commonwealth may require the selected Offeror to provide a secure public website for online ordering "punch-out" that interfaces with the Commonwealth's Supplier Relationship Management (SRM) system. The website shall reflect the Commonwealth's contract pricing and shall be developed and implemented in accordance with a mutually agreed upon implementation schedule. Offeror's must describe their experience, if any, in interfacing the task order system with SRM.

#### **IV-5. Reports and Project Control.**

- A. **Task Plan.** A work plan for each task that identifies the work elements of each task, the resources assigned to the task, and the time allotted to each element and the deliverable items to be produced. Where appropriate, a PERT or GANTT chart display should be used to show project, task, and time relationship. If more than one approach is apparent, describe why you chose this approach.
- B. **Status Report.** A periodic progress report covering activities, problems and recommendations. This report should be keyed to the work plan the Offeror developed in its proposal, as amended or approved by the Issuing Office.
- C. **Problem Identification Report.** An "as required" report, identifying problem areas. The report should describe the problem and its impact on the overall project and on each affected task. It should list possible courses of action with advantages and disadvantages of each, and include Offeror recommendations with supporting rationale.

# Appendix A- Standard Contract Terms and Conditions

## PART V - CONTRACT TERMS and CONDITIONS

### **V.1 CONTRACT-001.1a Contract Terms and Conditions (Nov 30 2006)**

The Contract with the selected offeror (who shall become the "Contractor") shall include the following terms and conditions:

### **V.2 CONTRACT-002.1d Term of Contract – Contract (May 2012)**

The initial term of the Contract shall be 03 year(s) and 00 month(s).

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: a) the Effective Date printed on the Contract after the Contract has been fully executed by the Contractor and the Commonwealth (signed and approved as required by Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

### **V.3 CONTRACT-002.2a Renewal of Contract Term (Nov 30 2006)**

The Contract may be renewed for a maximum of 2 additional 1 year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

### **V.4 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)**

The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

### **V.5 CONTRACT-003.1b Signatures – Contract (July 2015)**

The Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

The Contract may be signed in counterparts. The Contractor shall sign the Contract and return it to the Commonwealth. After the Contract is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Contract has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Contract output form which shall: 1) clearly indicate "Fully executed" at the top of the form; 2) include a printed Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has been electronically signed and approved by the Commonwealth. Until the Contractor receives the Contract output form with this information on the Contract output form, there is no legally binding contract between the parties.

The fully-executed Contract may be sent to the Contractor electronically or through facsimile equipment. The

electronic transmission of the Contract shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract shall constitute receipt of the fully-executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgement shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

#### **V.6 CONTRACT-004.1b Definitions – IT (Oct 2013)**

As used in this Contract, these words shall have the following meanings:

- a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. Days: Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials: Except for Contractor's internal communications relating to Services of this Contract that are not delivered to the Commonwealth, all documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other literary works, works of authorship, or tangible material authored or prepared by Contractor in carrying out the obligations and services under this Contract, without limitation. The terms are used herein interchangeably.
- e. Documentation: A term used to refer to all materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. Services: All Contractor activity necessary to satisfy the Contract.

#### **V.7 CONTRACT-005.1d Purchase Orders (July 2015)**

Commonwealth agencies may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders may be electronically signed by the Agency. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.



Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.

b. The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

**V.8 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)**

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

**V.9 CONTRACT-007.01b Delivery of Services (Nov 30 2006)**

The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

**V.10 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)**

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

**V.11 CONTRACT-008.1b Warranties (Oct 2013)**

The Contractor warrants that the Services and Developed Works will conform in all material respects to the functional specifications for the Developed Works and/or the requirements of the Contract. The warranty period for the Services and Developed Works shall be ninety (90) days from final acceptance. The Contractor shall correct any non-conformity within the warranty period specified herein.

(a) The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause, or take any action that may directly or indirectly cause a disruption of the Commonwealth's operations.

(b) In the event of any nonconformity with the foregoing warranties, the Commonwealth will provide written notification of such nonconformity to the Contractor and the Contractor, at no cost to the Commonwealth, shall

within ten (10) days notice of the nonconformity, commence work to remedy the nonconformity and shall work diligently, at no charge to the Commonwealth, until such time as the deliverable conforms, in all material respects, to the functional specifications of the Developed Works set forth in this Contract. The Contractor shall have no obligation with respect to nonconformities arising out of: (a) modifications to Developed Materials made by the Commonwealth, (b) use of the Developed Materials not in accordance with the documentation or specifications applicable thereto, (c) failure by the Commonwealth to implement any corrections or enhancements made available by the Contractor, (d) combination of the Developed Materials with any items not supplied or approved by the Contractor, or (e) the failure of any software licensed under a separate license agreement to conform to its specifications or documentation.

(c) Contractor warrants that it has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Developed Materials under this Contract.

(d) THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(e) All warranties shall survive final acceptance.

(f) In the event of an action or complaint by Commonwealth against Contractor pertaining to these warranties, Contractor may raise any defenses that it may have.

#### **V.12 CONTRACT-009.1a Patent, Copyright, Trademark, and Trade Secret Protection (Oct 2013)**

a. The Contractor shall hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States or foreign patents, copyrights, or trademarks, or for a misappropriation of trade secrets arising out of performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by the Contractor, and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The Commonwealth agrees to give Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act 71 P.S. Section 732-101, et seq., the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under the terms it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits. No settlement which prevents the Commonwealth from continuing to use the Developed Materials as provided herein shall be made without the Commonwealth's prior written consent. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Contractor that, in the event it requests that the Commonwealth to provide support to the Contractor in defending any such claim, the Contractor shall reimburse the Commonwealth for all expenses (including attorneys' fees, if such are made necessary by the Contractor's request) incurred by the Commonwealth for such support. If OAG does not delegate the defense of the matter, the Contractor's obligation to indemnify ceases. The Contractor will, at its expense, provide whatever cooperation OAG requests in the defense of the suit.

b. The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all respects applicable to this Contract, it has exercised and will continue to exercise due diligence to ensure that all works produced under this Contract do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties. The Contractor also agrees to certify that work produced for the Commonwealth under this contract shall be free and clear from all claims of any nature.

c. If the defense of the suit is delegated to the Contractor, the Contractor shall pay all damages and costs awarded therein against the Commonwealth. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

d. If, in the Contractor's opinion, the products, materials, reports, studies, or computer programs furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or

trademark, or for a misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense, substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs or, at the Contractor's option and expense, obtain the rights for the Commonwealth to continue the use of such products, materials, reports, studies, or computer programs.

e. If any of the products, materials, reports, studies, or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.

f. If the Contractor is unable to do any of the preceding, the Contractor agrees to pay the Commonwealth:

(1) any amounts paid by the Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;

(2) any license fee less an amount for the period of usage of any software; and

(3) the prorated portion of any service fees representing the time remaining in any period of service for which payment was made

g. The obligations of the Contractor under this Section continue without time limit and survive the termination of this contract.

h. Notwithstanding the above, the Contractor will have no obligation for:

(1) modification of any product, service, or deliverable provided by the Commonwealth;

(2) any material provided by the Commonwealth to the Contractor and incorporated into, or used to prepare, a service, product or deliverable.

(3) use of product, service or deliverable in other than its specified operating environment;

(4) the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the Contractor as a system or combination, operation, or use of the product service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;

(5) infringement of a non-Contractor product alone;

(6) the Commonwealth's distribution, marketing or use beyond the scope contemplated by the Contract, or;

(7) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Contractor at no charge.

i. The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Contractor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

### **V.13 CONTRACT-009.1b Ownership Rights (Oct 2013)**

#### **a) Ownership of Properties**

1) All "Developed Works" shall be owned according to the provisions set forth in this Section.

2) All software owned by the Commonwealth or its licensors ("Commonwealth Software") as of the Effective Date, shall be and shall remain the exclusive property of the Commonwealth or its licensors, and Contractor shall acquire no rights or interests in the Commonwealth Software or Tools or that of its licensors by virtue of this Contract except as described in this Section or in

another provision set forth in this Contract. The Contractor shall not use any Commonwealth Software, Commonwealth Tools or software or tools of its licensors for any purpose other than for completion of work to be performed under this Contract. In the use of Commonwealth Software, Commonwealth Tools or software or tools of its licensors, Contractor will be bound by the confidentiality provisions of this Contract.

b) Definitions

1) Software - For the purposes of this Contract, the term “software” means a collection of one or more programs, databases or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code).

2) Data - For the purposes of this Contract, the term “data” means any recorded information, regardless of form, the media on which it may be recorded, or the method of recording.

3) Technical Data - For purposes of this Contract, the term “technical data” means any specific information necessary for the development, production or use of the Commonwealth Software.

c) Commonwealth Property - Non-Exclusive, License Grant and Restrictions

During the term of this Contract, Commonwealth grants to Contractor for the limited purpose of providing the Services covered under this Contract, a limited, nonexclusive, nontransferable, royalty-free right (subject to the terms of any third party agreement to which the Commonwealth is a party) to do the following:

1) Obtain access to and use of the Commonwealth Software in accordance with the terms of this Contract.

2) Reproduce the Commonwealth Software for archival purposes or for other purposes expressly provided for under this Contract.

3) Modify the Commonwealth Software consistent with the terms and conditions of this Contract provided that Contractor agrees to assign to the Commonwealth, its rights, if any, in any derivative works resulting from Contractor’s modification of the Commonwealth Software. Contractor agrees to execute any documents required to evidence this assignment and to waive any moral rights and rights of attribution provided for in Section 106A of Title 17 of the United States Code, the Copyright Act of 1976.

4) Allow the Contractor’s subcontractors approved by the Commonwealth to obtain access to the Commonwealth Software for the purposes of complying with the terms and conditions of this Contract; provided, however, that neither Contractor nor any of its subcontractors may decompile or reverse engineer, or attempt to decompile or reverse engineer, any of the Commonwealth Software. Commonwealth hereby represents that it has the authority to provide the license grant and rights set forth in this Section.

5) To the extent that Contractor uses Commonwealth Software, Commonwealth Tools or software or tools of its licensor, Contractor agrees to protect the confidentiality of these works and maintain these proprietary works with the strictest confidence.

d) Impact of Third Party Agreements

Subject to the terms of any third party agreement to which the Commonwealth is a party, (i) the Commonwealth shall, at no cost to Contractor, provide Contractor with access to the Commonwealth Software in the form in use by Commonwealth as of the Effective Date of this Contract and, (ii) Contractor, as part of the Services to be rendered under this Contract, shall compile and, as changes are made, update a list of all of the Commonwealth Software then in use by Contractor or any of its

subcontractors in connection with Contractor's performance of the Services required by this Contract.

e) Reservation of Rights

All rights, not expressly granted here to Contractor on a nonexclusive basis, including the right to grant non-exclusive licenses and other rights are reserved by the Commonwealth.

f) Termination of Commonwealth License Grant

Upon the expiration or termination for any reason of Contractor's obligation to provide the Services under this Contract, all rights granted to Contractor in this Section (OWNERSHIP RIGHTS) shall immediately cease. Contractor shall, at no cost to Commonwealth, deliver to Commonwealth all of the Commonwealth Software and Tools (including any related source code then in Contractor's possession or under its control) in the form in use as of the Effective Date of such expiration or termination. Within fifteen (15) calendar days after termination, Contractor shall provide the Commonwealth with a current copy of the list of Commonwealth Software in use as of the date of such expiration or termination. Concurrently therewith, Contractor shall destroy or erase all other copies of any of the Commonwealth Software then in Contractor's possession or under its control unless otherwise instructed by Commonwealth, in writing; provided, however, that Contractor may retain one archival copy of such Commonwealth Software and Tools, until final resolution of any actively asserted pending disputes between the Parties, such retention being for the sole purpose of resolving such disputes.

g) Effect of License Grant Termination

Consistent with the provisions of this Section, Contractor shall refrain from manufacturing, copying, marketing, distributing, or use of any Commonwealth Software or any other work which incorporates the Commonwealth Software. The obligations of this Section (OWNERSHIP RIGHTS) shall survive any termination of this Contract.

h) Use of Contractor-Owned Software

All software owned by Contractor (Contractor Software) and tools owned by Contractor (Contractor Tools, as defined in paragraph (i) below) prior to the Effective Date of this Contract shall be and shall remain the exclusive property of Contractor. The Commonwealth shall acquire no rights or interests in the Contractor Software or the Contractor Tools by virtue of this Contract except as set forth in this Section.

i) Definition of Contractor Tools

Contractor Tools is defined as any tools, both in object code and source code form, which Contractor has previously developed, or which Contractor independently develops or licenses from a third party, excluding any tools that Contractor creates pursuant to this Contract. Contractor Tools includes but is not limited to, methodologies, information, concepts, toolbars for maneuvering between pages, search engines, JAVA applets, and ActiveX controls.

j) Required Reports, Records and Inventory of Contractor Tools and Contractor Software

1) Contractor must provide a list of all Contractor Tools and Contractor Software to be delivered in connection with the deliverables or Developed Materials prior to commencing any work under the Contract. Contractor must also provide a list of all other Contractor Tools and Contractor Software intended to be used by Contractor to provide the services under this Contract but will not become part of or necessary for the use of the Developed Materials. All Contractor Tools and Contractor Software necessary to use deliverables or Developed Materials shall be delivered to the Commonwealth along with the license set forth in Section (k). Contractor may amend these lists from time to time while the Contract is being carried out or upon its completion.

In the event that the Contractor fails to list a Contractor Tool, but can demonstrate that such tool was independently developed by Contractor prior to the Contract on which it was used, Contractor

shall nevertheless retain complete ownership of such Contractor Tool that is necessary to use the deliverables or Developed Materials, provided that notice is given to the Commonwealth prior to its use on the Contract. Any Contractor Tools or Contractor Software not included on the lists will be deemed to have been created under this Contract.

2) As part of its response to a RFP, the Contractor will provide a list of all software and tools that are commercially available and which are required to support the deliverables or Developed Materials.

3) During the term of this Contract, Contractor shall maintain at its principal office books of account and records showing its actions under this Contract. Upon reasonable notice by Commonwealth, Contractor shall allow Commonwealth to inspect these records and accounts for purposes of verifying the accuracy of such accounts and records.

4) In the event that Contractor fails to list a Contractor Tool or Contractor Software, but is able to demonstrate that such tool or software was independently developed by Contractor prior to the Effective Date of this Contract, Contractor shall retain complete ownership of such Contractor Tool or Contractor Software that is necessary to use the deliverables or Developed Works, provided that notice is given to the Commonwealth prior to use on the Contract.

k) Expiration or Termination NonExclusive License Grant—Non-Commercial Contractor Tools and Software

Upon the expiration or termination for any reason of Contractor's obligation to provide the Services under this Contract, and at the request of Commonwealth, Contractor shall (i) grant to Commonwealth a paid-up, nonexclusive, nontransferable license to use, modify, prepare derivative works and unless Commonwealth terminates this Contract without cause, grant to third parties engaged by Commonwealth the right to use, modify, and prepare derivative works based upon all or any portion of the non-commercially available Contractor Software and the non-commercially available Contractor Tools owned by Contractor and used by Contractor in connection with the Services, the foregoing rights being granted to the extent reasonably necessary to facilitate Commonwealth's or such third party's completion of and maintenance of the Services to be provided by Contractor under this Contract immediately prior to such expiration or termination and (ii) deliver to Commonwealth the object code version of such non-commercially available Contractor Software and such non-commercially available Contractor Tools in the form used by Contractor in connection with the Services immediately prior to such expiration or termination to allow the Commonwealth to complete and maintain such work. If Commonwealth enters into a contract that allows for the use of the Contractor Software or Contractor Tools for which a license is granted under this Section (OWNERSHIP RIGHTS), the Commonwealth will include a provision in that contract that limits the use of the Contractor Software or Contractor Tools as delineated in this Section.

l) Rules of Usage for Developed Works

1) If Developed Works modify, improve, or enhance application software programs or other materials generally licensed by the Contractor, then such Developed Works shall be the property of the Contractor, and Contractor hereby grants Commonwealth an irrevocable, nonexclusive, worldwide, fully paid-up license (to include source code and relevant documentation) in perpetuity to use, modify, execute, reproduce, display, perform, prepare derivative works from and distribute, within the Commonwealth, of such Developed Works. For purposes of distribution under the license grant created by this section, Commonwealth includes any government agency, department, instrumentality, division, unit or other office that is part of the Commonwealth of Pennsylvania, together with the State System of Higher Education (including any of its universities), any county, borough, commonwealth, city, municipality, town, township special purpose district, or other similar type of governmental instrumentality located within the geographical boundaries of the Commonwealth of Pennsylvania. If federal funds are used in creation of the Developed Works, the Commonwealth also includes any other state government as well as the federal government.

- 2) If Developed Works modify, improve, or enhance application software
- 3) or other materials not licensed to the Commonwealth by the Contractor, then such modifications, improvements and enhancements shall be the property of the Commonwealth or its licensor. To the extent Commonwealth owns the software or other materials, it hereby grants to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform, prepare derivative works from, and distribute copies of such Developed Works. To the extent Commonwealth has a license to the software or other materials, and to the extent that it, in its sole discretion determines it is able to do so the Commonwealth will grant to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform and distribute copies of such Developed Works.
- 4) If Developed Works have been funded by Commonwealth, to any extent, with either Commonwealth or federal funds, and the Developed Works do not include pre-existing materials generally licensed by the Contractor, then the Commonwealth shall have all right, title, and interest (including ownership of copyright and trademark) to such Developed Works and the Commonwealth hereby grants to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform, prepare derivative works from, and distribute copies of such Developed Works. The Commonwealth shall exclusively own all software products first developed under the terms of this contract by the Contractor, its subcontractors or other third party vendors that are specifically developed for, engineered and integrated into the Developed Works.
- 5) When the Developed Work is a report provided by a research company that was provided under this Contract, but which was not developed specifically for the Commonwealth under this Contract, the ownership of the Developed Work will remain with the Contractor, provided, however, that the Commonwealth has the right to copy and distribute the Developed Work within the Commonwealth.

m) Copyright Ownership

Developed Works Developed as Part of the Scope of Work for the Project, including Developed Works developed by Subcontractors, are the sole and exclusive property of the Commonwealth and shall be considered "works made for hire" under the United States Copyright Act of 1976, as amended, 17 United States Code. In the event that the Developed Works do not fall within the specifically enumerated works that constitute works made for hire under the United States copyright laws, Contractor agrees to assign and, upon their authorship or creation, expressly and automatically assigns all copyright interests, proprietary rights, trade secrets, and other right, title, and interest in and to such Developed Works to Commonwealth. Contractor further agrees that it will have its Subcontractors assign, and upon their authorship or creation, expressly and automatically assign all copyright interest, proprietary rights, trade secrets, and other right, title, and interest in and to the Developed Works to the Commonwealth. Commonwealth shall have all rights accorded an owner of copyright under the United States copyright laws including, but not limited to, the exclusive right to reproduce the Developed Works in multiple copies, the right to distribute, copies by sales or other transfers, the right to register all copyrights in its own name as author in the United States and in foreign countries, the right to prepare derivative works based upon the Developed Works and the right to display the Developed Works. The Contractor further agrees that it will include this requirement in any subcontractor or other agreement with third parties who in any way participate in the creation or development of Developed Works. Upon completion or termination of this Contract, Developed Works shall immediately be delivered by Contractor to the Commonwealth. Contractor warrants that the Developed Works are original and do not infringe any copyright, patent, trademark, or other intellectual property right of any third party and are in conformance with the intellectual property laws of the United States.

n) Patent Ownership

- 1) Contractor and its subcontractors shall retain ownership to patentable items, patents, processes, inventions or discoveries (collectively, the Patentable Items) made by the Contractor

during the performance of this Contract. Notwithstanding the foregoing, the Commonwealth shall be granted a nonexclusive, nontransferable, royalty free license to use or practice the Patentable Items. Commonwealth may disclose to third parties any such Patentable Items made by Contractor or any of its subcontractors under the scope of work for the Project that have been previously publicly disclosed. Commonwealth understands and agrees that any third party disclosure will not confer any license to such Patentable Items.

2) Contractor shall not use any computer program, code, or any works developed by or for Contractor independently of this Contract ("Pre-Existing Materials") in the performance of the Services under this Contract, without the express written consent of the Commonwealth. Any Pre-Existing Materials used by Contractor for performance of Services under this Contract without Commonwealth consent shall be deemed to be Developed Works as that term is used in this Section. In the event that Commonwealth provides such consent, Contractor shall retain any and all rights in such Pre-Existing Materials.

o) Federal Government Interests

It is understood that certain funding under this Contract may be provided by the federal government. Accordingly, the rights to Developed Works or Patentable Items of Contractors or subcontractors hereunder will be further subject to government rights as set forth in 37 C.F.R. Section 401, and other applicable statutes.

p) Usage Rights for Know-How and Technical Information

Either Party, in the ordinary course of conducting business, may use any ideas, concepts, know-how, methodologies, processes, components, technologies, algorithms, designs, modules or techniques not otherwise covered by this Section relating to the Services which Contractor or Commonwealth (alone or jointly with the Commonwealth) develops or learns in connection with Contractor's provision of Services to Commonwealth under this Contract.

q) Commonwealth Intellectual Property Protection

Contractor acknowledges Commonwealth's exclusive right, title and interest, including without limitation copyright and trademark rights, in and to Commonwealth Software, Commonwealth Tools and the Developed Works developed under the provisions of this Section, shall not in any way, at any time, directly or indirectly, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of said right, title, and interest, and shall not use or disclose the Commonwealth Software, Commonwealth Tools, or the Developed Works without Commonwealth's written consent, which consent may be withheld by the Commonwealth for any reason. Further, Contractor shall not in any manner represent that Contractor has any ownership interest in the Commonwealth Software, Commonwealth Tools, or the Developed Works. This provision is a material part of this Section.

r) Contractor Intellectual Property Protection

Commonwealth acknowledges that it has no ownership rights in the Contractor Software or Contractor Tools other than those set forth in this Contract, or as may be otherwise granted in writing.

s) Source Code and Escrow Items Obligations

Simultaneously with delivery of the Developed Works to Commonwealth, Contractor shall deliver a true, accurate and complete copy of all source codes relating to the Developed Works. To the extent that the Developed Works include application software or other materials generally licensed by the Contractor, then the source code shall be placed in escrow, subject to the terms and conditions of an Escrow Agreement to be executed by the Parties and an Escrow Agent that is acceptable to the Commonwealth.

t) Contractor's Copyright Notice Obligations



Contractor will affix the following Copyright Notice to the Developed Works developed under this Section and all accompanying documentation: "Copyright © [year] by the Commonwealth of Pennsylvania. All Rights Reserved." This notice shall appear on all tangible versions of the Developed Works delivered under this Contract and any associated documentation. It shall also be programmed into any and all Developed Works delivered hereunder so that it appears at the beginning of all visual displays of such Developed Works.

u) Commercial Software

If a product or deliverable under this Contract is commercially available software or requires commercially available software for use and the Contractor is the licensor of the software, Contractor shall enter into a license agreement with the Commonwealth that incorporates the attached Software License Requirements as a material part of the software license agreement. If a product or deliverable under this Contract is commercially available software or requires commercially available software for use and the Contractor is not the licensor of the software, the Contractor hereby agrees that, before it incorporates such software into a deliverable, Contractor will inform the licensor of the software that it will be required to enter into a software license agreement with the Commonwealth that incorporates the attached Software License Requirements as a material part of the licensor's software license agreement.

#### **V.14 CONTRACT-010.lb Inspection and Acceptance (Oct 2013)**

(a) Acceptance of Developed Materials will occur in accordance with the Deliverable Approval Plan submitted by the Contractor and approved by the Commonwealth. Upon approval of the plan by the Commonwealth, the Deliverable Approval Plan becomes part of this Contract. For contracts where the development of software, the configuration of software, or the modification of software is the deliverable, the Deliverable Approval Plan must include an Acceptance Test Plan. The Acceptance Test Plan will provide for a Final Acceptance Test, and may provide for Interim Milestone Acceptance Tests. Each Acceptance Test will be designed to demonstrate that the Developed Materials conform with the functional specification for the Developed Materials, if any, and/or the requirements of this Contract. Contractor shall notify the Commonwealth when the deliverable is completed and ready for acceptance testing. The Commonwealth will not unreasonably delay commencement of acceptance testing.

(1) For projects that require software integration at the end of the Project, as set out in the RFP, the Commonwealth's acceptance of a deliverable or milestone shall be final unless at the time of Final Acceptance, the Developed Materials do not meet the acceptance criteria set forth in the Contract.

(2) For Projects that do not require software integration at the end of the Project as set out in the RFP, the Commonwealth's acceptance of a deliverable or milestone shall be complete and final.

(b) Contractor shall certify, in writing, to the Commonwealth when a particular Deliverable milestone, interim or final, is completed and ready for acceptance (hereinafter Acceptance). Unless otherwise agreed to by the Commonwealth, the Acceptance period shall be ten (10) business days for interim milestones and thirty (30) days for final milestones. On or before the 10th business day for interim milestones or 30th business day for the final milestone, following receipt by the Commonwealth of Contractor's certification of completion of a particular milestone, the Commonwealth shall, subject to Section 17(a) either: (1) provide the Contractor with Commonwealth's written acceptance of the Developed Materials in the completed milestone, or (2) identify to Contractor, in writing, the failure of the Developed Materials to comply with the specifications, listing all such errors and omissions with reasonable detail.

(c) If the Commonwealth fails to notify the Contractor in writing of any failures in the Developed Materials within the applicable Acceptance period, the Developed Materials shall be deemed accepted.

(d) If the Developed Materials do not meet an accessibility standard, the Contractor must provide written justification for its failure to meet the standard. The justification must provide specific details as to why the standard has not been met. The Commonwealth may either waive the requirement as not applicable to the Commonwealth's business requirements or require that the Contractor provide an acceptable alternative. Any

Commonwealth waiver of the requirement must be in writing.

(e) Upon the Contractor's receipt of the Commonwealth's written notice of rejection, which must identify the reasons for the failure of the Developed Materials in a completed milestone to comply with the specifications, the Contractor shall have fifteen (15) business days, or such other time as the Commonwealth and Contractor may agree is reasonable, within which to correct all such failures, and resubmit the corrected Developed Materials, certifying to the Commonwealth, in writing, that the failures have been corrected, and that the Developed Materials have been brought into compliance with the specifications. Upon receipt of such corrected and resubmitted Developed Materials and certification, the Commonwealth shall have thirty (30) business days to test the corrected Developed Materials to confirm that they are in compliance with the specifications. If the corrected Developed Materials are in compliance with the specifications, then the Commonwealth shall provide the Contractor with its acceptance of the Developed Materials in the completed milestone.

(f) If, in the opinion of the Commonwealth, the corrected Developed Materials still contain material failures, the Commonwealth may either:

(1) Repeat the procedure set forth above; or

(2) Terminate the Contract.

#### **V.15 CONTRACT-011.1a Compliance With Law (Oct 2006)**

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

#### **V.16 CONTRACT-012.1 Contract Scope (Oct 2013)**

(a) If the Contractor must perform work at a Commonwealth facility outside of the daily operational hours set forth by the Commonwealth, it must make arrangements with the Commonwealth to assure access to the facility and equipment. No additional payment will be made on the basis of lack of access, unless the Commonwealth fails to provide access as set out in the RFP.

(b) Except as set out in this Contract, the Contractor shall not offer for sale or provide Commonwealth agencies with any hardware or software (i.e., personal computers, file servers, laptops, personal computer packaged software, etc.). Contractor may recommend the use of tools such as hardware and software, without requiring agencies to purchase those tools. Software tools that are **NOT** on statewide contract will be acquired through separately procured purchase agreements, and the Contractor shall not be considered for award of such agreements if it has recommended their use.

(c) Contractor shall comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (OA/OIT) (located at: <http://www.portal.state.pa.us/portal/server.pt?open=512&objID=416&PageID=210791&mode=2>), including the accessibility standards set out in IT Bulletin ACC001, IT Accessibility Policy. The Contractor shall ensure that Services procured under this Contract comply with the applicable standards. In the event such standards change during Contractor's performance, and the Commonwealth requests that Contractor comply with the changed standard, then any incremental costs incurred by Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.

#### **V.17 CONTRACT-013.1 Environmental Provisions (Oct 2006)**

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all

applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq. ; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended , 32 P.S. Section 693.1.

**V.18 CONTRACT-014.1 Post-Consumer Recycled Content (Dec 5 2006)**

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified on the Department of General Services website at [www.dgs.state.pa.us](http://www.dgs.state.pa.us) on the date of submission of the bid, proposal or contract offer.

**V.19 CONTRACT-014.3 Recycled Content Enforcement (Feb 2009)**

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

**V.20 CONTRACT-015.1A Compensation/Expenses (May 2008)**

The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

**V.21 CONTRACT-015.2 Billing Requirements (February 2012)**

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing , the Contractor shall include in all of its invoices the following minimum information:

- Vendor name and "Remit to" address, including SAP Vendor number;
- Bank routing information, if ACH;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

#### **V.22 CONTRACT-016.1 Payment (Oct 2006)**

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.
- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

#### **V.23 CONTRACT-016.2 ACH Payments (Aug 2007)**

- a. The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).
- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- c. It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

#### **V.24 CONTRACT-017.1 Taxes (Dec 5 2006)**

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

#### **V.25 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)**

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

**V.26 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)**

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

**V.27 CONTRACT-020.1 Audit Provisions (Oct 2006)**

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents and records that relate to costs or pricing data for the Contract for a period of three (3) years from the date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

**V.28 CONTRACT-021.1 Default (Oct 2013)**

- a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
  - 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
  - 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
  - 3) Unsatisfactory performance of the work;
  - 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
  - 5) Improper delivery;
  - 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;

- 7) Delivery of a defective item;
- 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 9) Discontinuance of work without approval;
- 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- 11) Insolvency or bankruptcy;
- 12) Assignment made for the benefit of creditors;
- 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- 14) Failure to protect, to repair, or to make good any damage or injury to property;
- 15) Breach of any provision of the Contract;
- 16) Failure to comply with representations made in the Contractor's bid/proposal; or
- 17) Failure to comply with applicable industry standards, customs, and practice.

b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.

c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

**V.29 CONTRACT-022.1 Force Majeure (Oct 2006)**

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics

and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

### **V.30 CONTRACT-023.1b Termination (Oct 2013)**

#### **(a) For Convenience**

(1) The Commonwealth may terminate this Contract without cause by giving Contractor thirty (30) calendar days prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience). Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

In the event of termination hereunder, Contractor shall receive payment for the following:

- (i) all Services performed consistent with the terms of the Contract prior to the effective date of termination; and
  - (ii) all actual and reasonable costs incurred by Contractor as a result of the termination of the Contract.
- In no event shall the Contractor be paid for any loss of anticipated profit (by the Contractor or any Subcontractor), loss of use of money, or administrative or overhead costs.

Failure to agree on any termination costs shall be a dispute handled in accordance with CONTRACT CONTROVERSIES provision of this Contract.

(2) The Contractor shall cease Services as of the date set forth in the Notice of Termination, and shall be paid only for such Services as have already been satisfactorily rendered up to and including the termination date set forth in said notice, or as may be otherwise provided for in said Notice of Termination, and for such services performed during the thirty (30) calendar day notice period, if such services are requested by the Commonwealth, for the collection, assembling, and transmitting to the Commonwealth of at least all materials, manuals, magnetic media, studies, drawings, computations, maps, supplies, and survey notes including field books, which were obtained, prepared, or developed as part of the Services required under this Contract.

(3) The above shall not be deemed to limit the Commonwealth's right to terminate this Contract for any reason as permitted by the other provisions of this Contract, or under applicable law.

#### **(b) Non-Appropriation**

Any payment obligation or portion thereof of the Commonwealth created by this Contract is conditioned upon the availability and appropriation of funds. When funds (state or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract. The Contractor shall be reimbursed in the same manner as that described in this

section related to Termination for Convenience to the extent that appropriated funds are available.

(c) Default

The Commonwealth may, in addition to its other rights under this Contract, terminate this Contract in whole or in part by providing written notice of default to the Contractor if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within thirty (30) days or, if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and diligently and continuously proceed to complete the cure. The Contracting Officer shall provide any notice of default or written cure notice for Contract terminations.

(1) Subject to the LIMITATION OF LIABILITY provision of this Contract, in the event the Commonwealth terminates this Contract in whole or in part as provided in this Subsection, the Commonwealth may procure services similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the services and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.

(2) Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism, and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.

(3) Nothing in this Subsection shall abridge the Commonwealth's right to suspend, debar, or take other administrative action against the Contractor.

(4) If it is later determined that the Commonwealth erred in terminating the Contract for default, then the Contract shall be deemed to have been terminated for convenience under Subsection (a).

(5) If this Contract is terminated as provided by this Subsection (c), the Commonwealth may, in addition to any other rights provided in this Subsection, and subject to the OWNERSHIP RIGHTS provision of this Contract, require the Contractor to deliver to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such reports and other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Payment for such reports and documentation will be made consistent with the Contract.

(d) The rights and remedies of the Commonwealth provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

(e) The Commonwealth's failure to exercise any rights or remedies provided in this Section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

(f) Following exhaustion of the Contractor's administrative remedies as set forth in the CONTRACT CONTROVERSIES provision of this Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

**V.31 CONTRACT-024.1 Contract Controversies (Oct 2011)**

a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the



Commonwealth Office of General Counsel Dispute Resolution Program.

b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

### **V.32 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)**

a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.

b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.

e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.

g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

### **V.33 CONTRACT-026.1 Other Contractors (Oct 2006)**

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be

required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

#### **V.34 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (March 2015)**

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

#### **V.35 CONTRACT-028.1 Contractor Integrity Provisions (Jan 2015)**

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

**1. DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

**a. "Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

**b. "Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

**c. "Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.

**d. "Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

**e. "Financial Interest"** means either:

(1) Ownership of more than a five percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

**f. "Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b)*, shall apply.

**g. "Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

**2.** In furtherance of this policy, Contractor agrees to the following:

**a.** Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

**b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

**c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

**d.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.

**e.** Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (3) had any business license or professional license suspended or revoked;
- (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

**f.** Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.

**g.** When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

**h.** Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions or occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

**i.** Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

**j.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

**V.36 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- 1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- 2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- 3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- 4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- 5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 6.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

**V.37 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)**

- a.** Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a

disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of Subparagraph a. above.

#### **V.38 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### **V.39 CONTRACT-033.1 Applicable Law (Oct 2006)**

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

#### **V.40 CONTRACT-034.1a Integration – RFP (Dec 12 2006)**

This Contract, including the Request for Proposals, Contractor's Proposal, Contractor's Best and Final Offer, if any, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

#### **V.41 CONTRACT-034.2a Order of Precedence - RFP (Dec 12 2006)**

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the RFP, the Best and Final Offer, if any; the Contractor's Proposal in Response to the RFP.

#### **V.42 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)**

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only.

Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

#### **V.43 CONTRACT-035.1b Changes (Oct 2013)**

(a) At any time during the performance of the Contract, the Commonwealth or the Contractor may request a change to the Contract. Contractor will make reasonable efforts to investigate the impact of the change request on the price, timetable, specifications, and other terms and conditions of the Contract. If the Commonwealth is the requestor of the change, the Contractor will inform the Commonwealth if there will be any charges for the Contractor's services in investigating the change request prior to incurring such charges. If the Commonwealth and the Contractor agree on the results of the investigation and any necessary amendments to the Contract, the parties must complete and execute a change notice to modify the Contract and implement the change. The change request will be evidenced by a Purchase Order issued by the Commonwealth. No work may begin on the change request until the Contractor has received the Purchase Order. If the parties cannot agree upon the results of the investigation or the necessary amendments to the Contract, the change request will not be implemented and, if the Contractor initiated the change request it may elect to handle the matter in accordance with the CONTRACT CONTROVERSIES provision of this Contract.

(b) Changes outside the scope of this Contract shall be accomplished through the Commonwealth's normal procurement procedures, and may result in an amended Contract or a new contract. No payment will be made for services outside of the scope of the Contract for which no amendment has been executed, prior to the provision of the services.

#### **V.44 CONTRACT-036.1 Background Checks (Oct 2013)**

a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psplib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access and on an annual basis thereafter.

b. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.

c. The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.

d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in Enclosure 3 of Commonwealth Management Directive 625.10 Amended (January 30, 2008) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings. The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

#### **V.45 CONTRACT-037.1b Confidentiality (Oct 2013)**

The Contractor agrees to protect the confidentiality of the Commonwealth's information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed to be confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party. The parties agree that such confidential information shall not be copied, in whole or in part, except when essential for authorized use under this Contract. Each copy of such confidential information shall be marked by the party making the copy with all notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only. Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default.

The obligations stated in this Section do not apply to information:

- i. already known to the recipient at the time of disclosure;
- ii. independently generated by the recipient and not derived from the information supplied by the disclosing party;
- iii. known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- iv. disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- v. required to be disclosed by the recipient by law, regulation, court order, or other legal process.

**V.46 CONTRACT-038.1 Limitation of Liability (Oct 2013)**

(a) The Contractor's liability to the Commonwealth under this Contract shall be limited to the greater of \$250,000 or the value of this Contract (including any amendments). This limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to damages for:

- (1) bodily injury;
- (2) death;
- (3) intentional injury;
- (4) damage to real property or tangible personal property for which the Contractor is legally liable; or
- (5) the Contractor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection.

(b) In no event will the Contractor be liable for consequential or incidental damages unless otherwise specified in the RFP. Except as set out in the VIRUS AND MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING provisions of the Contract, the Contractor will not be liable for damages due to lost records or data, unless otherwise specified in the RFP. Notwithstanding the foregoing, the Contractor shall provide reasonable assistance to the Commonwealth in restoring such lost records or data to their most recent backup copy.

**V.47 CONTRACT-039.1 Virus; Malicious, Mischievous or Destructive Programming (Oct 2013)**



a. Notwithstanding any other provision in this Contract to the contrary, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards. The Commonwealth must demonstrate that the Contractor or any of its employees, subcontractors or consultants introduced the virus or malicious, mischievous or destructive programming. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.

b. The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor or any of its employees, subcontractors or consultants through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.).

c. In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages.

d. The Contractor shall be responsible for reviewing Commonwealth software security standards and complying with those standards.

e. The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide services to the Commonwealth for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made.

f. The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.

g. The Commonwealth will not be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

(a) Notwithstanding any other provision in this Contract to the contrary, if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards, and provided further that the Commonwealth can demonstrate that the virus or malicious, mischievous or destructive programming was introduced by the Contractor or any of its employees, subcontractors or consultants, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth. The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor, its servants, agents or employees through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages. The Contractor shall be responsible for reviewing Commonwealth software security standards in effect at the commencement of the Contract and complying with those standards. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.

(b) The Contractor shall perform a security scan on any software or computer program developed by the Contractor

or its subcontractors in a country other than the United States of America that may come in contact with the Commonwealth's software or computer networks. Contractor shall perform such security scan prior to introducing any such software or computer program into a Commonwealth development environment, test environment or production environment. The results of these security scans will be provided to the Commonwealth prior to installing into any Commonwealth development environment, test environment or production environment. The Commonwealth may perform, at its discretion, additional security scans on any software or computer program prior to installing in a Commonwealth environment as listed above.

(c) The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide services to the Commonwealth that will be connected to a Commonwealth network for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made. The Commonwealth shall not install any software or monitoring tools on the Contractor's equipment without the Contractor's written consent to do so.

(d) The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.

(e) Neither the Commonwealth nor the Issuing Agency will be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

#### **V.48 CONTRACT-041.1 Small Diverse Business Participation (July 2012)**

The selected contractor's commitments to Small Diverse Businesses made at the time of proposal submittal or contract negotiation shall, to the extent so provided in the commitment, be maintained throughout the term of the contract and through any renewal or extension of the contract. Any proposed change must be submitted to BSBO, which will make a recommendation to the Contracting Officer regarding a course of action.

Small Diverse Business subcontractors must perform at least **50%** of the subcontracted work.

If a contract is assigned to another contractor, the new contractor must maintain the Small Diverse Business participation of the original contract.

The selected contractor shall complete the Prime Contractor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the contracting officer of the Issuing Office and BSBO within **10** workdays at the end of each quarter the contract is in force. This information will be used to determine the actual dollar amount paid to Small Diverse Business subcontractors and suppliers. Also, this information will serve as a record of fulfillment of the commitment the selected contractor made and for which it received Small Diverse Business participation points. If there was no activity during the quarter then the form must be completed by stating "No activity in this quarter."

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF SMALL DIVERSE BUSINESS STATUS OR ENTITLE AN OFFEROR TO RECEIVE CREDIT FOR SMALL DIVERSE BUSINESS UTILIZATION.

#### **V.49 CONTRACT-045.1 Insurance - General (Dec 12 2006)**

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

**A. Worker's Compensation Insurance** for all of the Contractor's employees and those of any subcontractor,

engaged in work at the site of the project as required by law.

**B. Public Liability and Property Damage Insurance** to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name the Commonwealth as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth.

The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

#### **V.50 CONTRACT-051.1 Notice (Dec 2006)**

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, teletype, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

#### **V.51 CONTRACT-052.1 Right to Know Law (Feb 2010)**

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

**APPENDIX B - PROPOSAL COVER SHEET  
COMMONWEALTH OF PENNSYLVANIA  
Department of General Services  
RFP# 6100035359**

**Enclosed in three separately sealed submittals is the proposal of the Offeror identified below for the above-referenced RFP:**

<b>Offeror Information:</b>	
Offeror Name	
Offeror Mailing Address	
Offeror Website	
Offeror Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Offeror Federal ID Number	
Offeror SAP/SRM Vendor Number	

<b>Submittals Enclosed and Separately Sealed:</b>	
<input type="checkbox"/>	Technical Submittal
<input type="checkbox"/>	Small Diverse Business Participation Submittal
<input type="checkbox"/>	Cost Submittal

<i>Signature</i>	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	
Printed Name	
Title	

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR'S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR'S PROPOSAL**

# APPENDIX C

## Non-Collusion Affidavit

### INSTRUCTIONS FOR NONCOLLUSION AFFIDAVIT

1. This Noncollusion Affidavit is material to any contract awarded pursuant to this proposal. According to §4507 of the Commonwealth Procurement Code, 62 Pa.C.S. §4507, governmental agencies may require Noncollusion Affidavits to be submitted with proposals.
2. This Noncollusion Affidavit must be executed by the member, officer, or employee of the Proposer who makes the final decision on prices and the amount quoted in the proposal.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Proposer with responsibilities for the preparation, approval or submission of the proposal.
4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents and an affidavit must be submitted separately on behalf of each party to the joint venture.
5. The term “complementary proposal” as used in the affidavit has the meaning commonly associated with that term in the proposal process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to submit a Noncollusion affidavit with the Proposal in compliance with these instructions may result in disqualification of the proposal.

**NONCOLLUSION AFFIDAVIT**

DGS Project Number: \_\_\_\_\_

State of \_\_\_\_\_:

County of \_\_\_\_\_: s.s.

I state that I am the \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the prices(s) and the amount of this proposal.

I state that:

1. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer.
2. Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before the proposal submission date.
3. No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
4. The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
5. \_\_\_\_\_ (Name of Firm) its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing and/or bidding on any public contract, except as follows:  
\_\_\_\_\_

I state that \_\_\_\_\_ (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied upon by the Department of General Services in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Department of General Services of the true facts relating to the submission of this proposal.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signatory's Printed Name)

\_\_\_\_\_  
(Signatory's Title)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires  
\_\_\_\_\_

## **Trade Secret/Confidential Proprietary Information Notice**

Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials that contain trade secrets or confidential proprietary information unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to trade secret law.

**Name of submitting party:**

**Contact information for submitting party:**

**Please provide a brief overview of the materials that you are submitting (e.g. bid proposal, grant application, technical schematics):**

**Please provide a brief explanation of why the materials are being submitted to the Commonwealth (e.g. response to bid #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC)**



**Please provide a list detailing which portions of the material being submitted you believe constitute a trade secret or confidential proprietary information, and please provide an explanation of why you think those materials constitute a trade secret or confidential proprietary information. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)**

**Note:** The following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor's cost proposal
- Information submitted as part of a vendor's technical response that does not pertain to specific business practices or product specification
- Information submitted as part of a vendor's technical or small diverse business response that is otherwise publicly available or otherwise easily obtained
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth

<u>Page Number</u>	<u>Description</u>	<u>Explanation</u>
--------------------	--------------------	--------------------

## **Acknowledgment**

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret data or confidential proprietary information that has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret or confidential, and indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim of trade secret/confidential proprietary information if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret or is confidential. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret or is confidential, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.

Signature

Title

Date



**APPENDIX E  
SMALL DIVERSE BUSINESS  
LETTER OF INTENT**

[DATE]

[SDB Contact Name]

Title

SDB Company Name

Address

City, State, Zip

Dear [SDB Contact Name]:

This letter serves as confirmation of the intent of [Offeror] to utilize [Small Diverse Business (SDB)] on RFP [RFP number and Title] issued by the [Commonwealth agency name].

If [Offeror] is the successful vendor, [SDB] shall provide [identify the specific work, goods or services the SDB will perform, and the specific timeframe during the term of the contract and any option/renewal periods when the work, goods or services will be performed or provided].

These services represent [identify fixed numerical percentage commitment] of the total cost in the [Offeror's] cost submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that [SDB] will receive an estimated [identify associated estimated dollar value that the fixed percentage commitment represents] during the initial contract term.

[SDB] represents that it meets the small diverse business requirements set forth in the RFP and all required documentation has been provided to [Offeror] for its SDB submission.

We look forward to the opportunity to serve the [Commonwealth agency name] on this project. If you have any questions concerning our small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

Acknowledged,

Offeror Name

SDB Name

Title	Title
Company	Company
Phone number	Phone number

# INSTRUCTIONS

## Overview

The Cost Submittal Worksheets contained in this workbook shall constitute the Cost Submittal. *This portion of the proposal must be bound and separately sealed from the remainder of the proposal and clearly labeled "Cost Submittal."*

Offerors must complete ALL HIGHLIGHTED SPACES in the Cost Worksheet.

## Cost Summary (Tab 2)

1. Select the Cost Summary Tab at the bottom of this page.
  2. Complete the top portion of the form to include all contact information.
- NOTE: The information you supply here must match the information you provided to Vendor Registration.
3. All other data will automatically calculate and populate into the Cpst Summary tab.
  4. The Cost Submittal will be evaluated on the Initial Term of the Contract and Optional Years (as outlined in the Cost Worksheet).

## Cost Worksheets (Tab 3)

Offerors must enter in the highlighted cells in the Cost Worksheet a Commission Fee (percentage) to be paid for the estimated dollar amount of job orders issued by the Commonwealth. The cost submittal will be evaluated on Estimated JOC Fee Payment for the initial Term of Contract (3 years). The resulting Contract from this RFP will be a commissioned based contract where payment is determined by a percentage of the actual project costs procured under the JOC Program.

## Alternate Cost Submittal (Non-Evaluated Cost)

If the Offeror feels the Commonwealth would benefit from a alternate cost structure, Offerors may submit an alternate cost proposal (i.e. tiered approach) as an additional worksheet to the Cost Submittal Workbook. However, for evaluation purposes, Offerors **MUST** enter a Commission Fee (%) in the Cost Worksheet (Tab 3) or the proposal may be rejected.

## Important Reminders

Please contact the Issuing Officer **Jennifer Habowski / 717-703-2937 / jhabowski@pa.gov** with any questions or concerns.

Formulas are imbedded in the Worksheets. Offeror's must verify that all calculations, subtotal costs and grand total costs are accurate.

Do **not** add technical information into the cost submittal and do **not** include cost in the technical submittal.

**Failure to submit a cost on all items may require DGS to reject the proposal.**

**APPENDIX F  
COST SUMMARY  
RFP 6100035359**

<b>OFFEROR NAME</b>	<b>CONTACT PERSON</b>	
<b>OFFEROR ADDRESS</b>	<b>EMAIL ADDRESS</b>	
	<b>PHONE NUMBER</b>	<b>FAX NUMBER</b>
	<b>VENDOR NUMBER</b>	<b>FEDERAL ID OR SSN</b>

## Appendix F - Cost Submittal

Estimate JOC Project Value for the Initial Term of the Contract (3 Years)	JOC Commission Fee ( %)
\$ 17,249,759.00	

"Estimated JOC Project Value" shown above is for evaluation purposes only a

Estimated JOC Fee Payment
\$0.00

nd is NOT guaranteed.



**APPENDIX G**  
**DOMESTIC WORKFORCE UTILIZATION CERTIFICATION**

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, \_\_\_\_\_ [title] of \_\_\_\_\_ [name of Contractor] a \_\_\_\_\_ [place of incorporation] corporation or other legal entity, ("Contractor") located at \_\_\_\_\_ [address], having a Social Security or Federal Identification Number of \_\_\_\_\_, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

\_\_\_\_\_ percent ( \_\_\_\_%) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

\_\_\_\_\_  
Corporate or Legal Entity's Name

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Printed Name/Title

**APPENDIX H**

**COSTARS PROGRAM ELECTION TO PARTICIPATE**

**If awarded a Contract, our firm agrees to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract. Our firm also agrees to pay the applicable Administrative Fee (\$1500 or \$500 for a Department of General Services Certified Small Business) at the beginning of each contract year and upon each contract renewal date.**

**If you are asserting that your firm is a Department of General Services Certified Small Business, provide an active Department of General Services Small Business Certification.**

---

Corporate or Legal Entity Name

---

Signature/Date

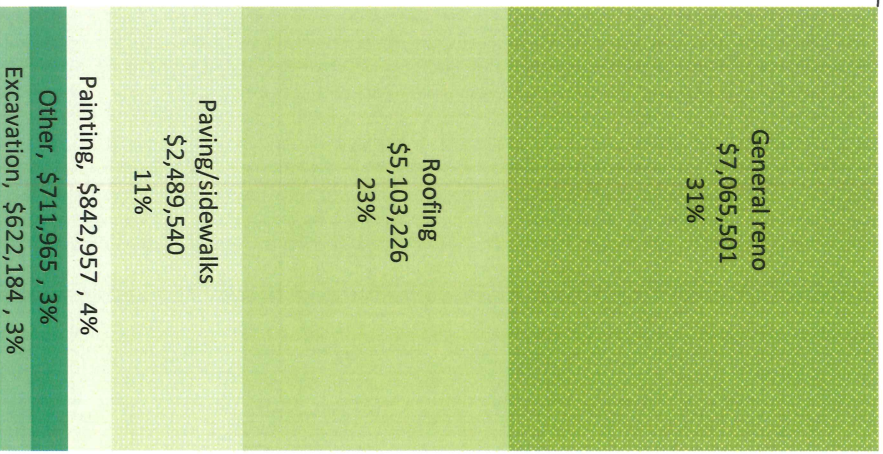
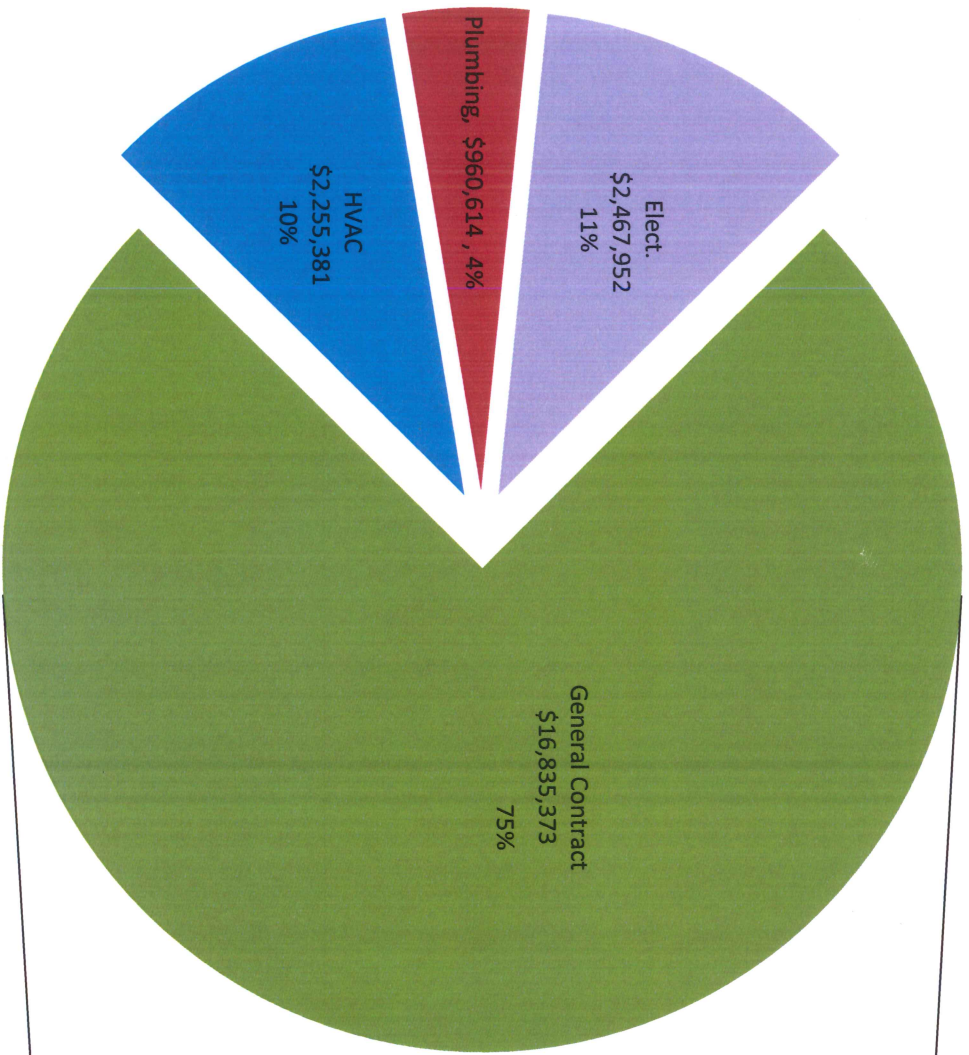
---

Printed Name/Title



# 4 Yr. Agency Project Spend by Contract Type

% of total Agency Contract Spend





## Appendix J

### Requirements for non-Commonwealth Hosted Applications/Services

The purpose of this appendix is to define requirements for technology solutions procured by the Commonwealth that are not hosted within Commonwealth infrastructure.

#### A. Hosting Requirements.

1. The selected Offeror shall supply all hosting equipment (hardware and software) required for performance of the Contract.
2. The selected Offeror shall provide secure access to all levels of users via the internet.
3. The selected Offeror shall use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth and server capacity.
4. The selected Offeror shall maintain all hosting equipment (hardware and software) and replace as necessary to maintain compliance with the hosting requirements in Appendix J.
5. The selected Offeror shall monitor, prevent and deter unauthorized system access. Any and all known attempts must be reported to the Commonwealth within the timeframe set out by the RFP. In the event of any impermissible disclosure, loss or destruction of Confidential Information, the receiving Party must immediately notify the disclosing Party and take all reasonable steps to mitigate any potential harm or further disclosure, loss or destruction of such Confidential Information. In addition, pertaining to the unauthorized access, use, release, or disclosure of data, the selected Offeror shall comply with state and federal data breach notifications regulations and is to report security incidents to the Commonwealth within one (1) hour of when the selected Offeror knew of such unauthorized access, use, release, or disclosure of data.
6. The selected Offeror shall allow the Commonwealth or its delegate, at times chosen by the Commonwealth, to review the hosted system's location and security architecture.
7. The selected Offeror staff, directly responsible for day-to-day monitoring and maintenance, shall have industry standard certifications applicable to the environment and system architecture used.
8. The selected Offeror shall locate servers in a climate-controlled environment. Offeror shall house all servers and equipment in an operational environment that meets industry standards including climate control, fire and security hazard detection, electrical needs, and physical security.
9. The selected Offeror shall examine system and error logs daily to minimize and predict system problems and initiate appropriate action.
10. The selected Offeror shall completely test and apply patches for all third-party software products before release.
11. Offerors shall provide a successfully passed SSAE- 16 SOC2 audit report, conducted by an independent certified public accounting firm, subject to the approval of the Department, as part of its proposal, and the selected Offeror shall provide a SSAE-16 audit reports annually.

## **B. System Availability**

1. The selected Offeror shall make available the system and any custom software on a 24 x 7 basis as established by the RFP.
2. The selected Offeror shall perform routine maintenance during planned maintenance periods during non-business hours. Routine maintenance shall include, but is not limited to, server upgrades/patching, software upgrades/patching and hardware maintenance.
3. The selected Offeror shall perform non-routine maintenance at a mutually agreeable time with two (2) weeks advance notice to the Commonwealth.
4. From time to time, emergency maintenance may be required to bring down the system. In such situations, if possible, the selected Offeror shall give advance notice, before the system goes down for maintenance, to the Commonwealth. The selected Offeror will limit the emergency maintenance to those situations which require immediate action of bringing down the system that cannot wait for the next scheduled maintenance period.

## **C. Security Requirements**

1. The selected Offeror shall conduct a third party independent security/vulnerability assessment at its own expense on an annual basis and submit the results of such assessment to the Commonwealth.
2. The selected Offeror shall comply with Commonwealth directions/resolutions to remediate the results of the security/vulnerability assessment to align with the standards of the Commonwealth.
3. The selected Offeror shall use industry best practices to protect access to the system with a firewall and firewall rules to prevent access by non-authorized users and block all improper and unauthorized access attempts.
4. The selected Offeror shall use industry best practices to provide system intrusion detection and prevention in order to detect intrusions in a timely manner.
5. The selected Offeror shall use industry best practices to provide virus protection on all servers and network components.
6. The selected Offeror shall limit access to the system and servers and provide access only to those staff that must have access to provide services proposed.
7. The Selected Offeror will provide all Services, using security technologies and techniques in accordance with industry best practices and the Commonwealth's security policies, procedures, and requirements, including those relating to the prevention and detection of fraud and any other inappropriate use or access of systems and networks.

#### **D. Data Storage**

1. The selected Offeror shall use industry best practices to update all systems and third party software security patches to reduce security risk. The Selected Offeror shall protect their systems with anti-virus, host intrusion protection, incident response monitoring and reporting, network firewalls, application firewalls, and employ system and application patch management to protect its network and customer data from unauthorized disclosure.
2. The selected Offeror shall be solely responsible for all data storage required.
3. The selected Offeror shall take all necessary measures to protect the data including, but not limited to, the backup of the servers on a daily basis in accordance with industry best practices and encryption techniques.
4. The Selected Offeror agrees to have appropriate controls in place to protect critical or sensitive data and shall employ stringent policies, procedures, and best practices to protect that data particularly in instances where sensitive data may be stored on a Selected Offeror controlled or owned electronic device.
5. The selected Offeror shall utilize a secured backup solution to prevent loss of data, back up all data every day and store backup media. Storage of backup media offsite is required. Stored media must be kept in an all-hazards protective storage safe at the worksite and when taken offsite. All back up data and media shall be encrypted.

#### **E. Disaster Recovery**

1. The selected Offeror shall employ reasonable disaster recovery procedures to assist in preventing interruption in the use of the system.

#### **F. Adherence to Policy**

1. The selected Offeror support and problem resolution solution shall provide a means to classify problems as to criticality and impact and with appropriate resolution procedures and escalation process for each classification of problem.
2. The selected Offeror shall abide by all the Commonwealth's Policies (Information Technology Policy (ITPs)).
3. The Selected Offeror shall comply with all pertinent federal and state privacy regulations.

#### **G. Closeout**

1. When the contract term expires or terminates, and at any other time at the written request of the Commonwealth; the selected Offeror must promptly return to the Commonwealth all its data (and all copies of this information), in a format agreed to by the Commonwealth, that is in the selected Offeror's possession or control.

## SOLICITATION ADDENDUM

Date: **August 31, 2015**  
Subject: **Job Order Contracting Program Consultant**  
Solicitation Number: **6100035359**  
Due Date/Time: **September 9, 2015 at 10:00 am EST**  
Addendum Number: **1**

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To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

*List any and all changes:*

**The Official Questions and Answers are attached to this Addendum 1 and are made part of the RFP.**

Type of Solicitation: Hard Copy (Paper) Bid - If you have already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Respectfully,

Name: Jennifer Habowski  
Title: Issuing Officer  
Phone: 717-703-2937  
Email: [jhabowski@pa.gov](mailto:jhabowski@pa.gov)



# OFFICIAL QUESTIONS / ANSWERS

## Job Order Contracting Program Consultant

6100035359

Question #	RFP Page #	RFP Section Reference	Question	Answer
	(If Known)	(If Known)	(Required)	(Required)
1			Is prequalification required to submit a bid?	No.
2			The solicitation indicates that you are looking for "...qualified Contractor to create..." I wanted to clarify that this means one specific individual?	Yes. The Contract will be awarded to one Offeror.
3	15-16	II-4 & II-5	Are there experience requirements and/or further job description(s) available?	Refer to Part II-4 and II-5 of the RFP.
4	16-18, 19-21	II-9 & III-4	The RFP requests the planned utilization of SDB firms as a part of the contract to be awarded pursuant to the RFP. In the event there are no subcontracting opportunities under the awarded contract, and therefore no points available pursuant to the evaluation criteria, would the Department consider awarding points for responses that demonstrate the Offeror's JOC system provides expanded SDB participation through the awarding of the JOC construction contracts along with explanations of how such participation may be maximized through the JOC program? In other words, would the ability of the Offeror's JOC system to enhance SDB participation be considered in the evaluation criteria if the Offeror does not have subcontracting opportunities available?	No. SDB points for this RFP will be evaluated based on the Offerors commitment to utilize SDB partners for services/products directly related to this procurement. For assistance with identifying potential SDB opportunities for this procurement please contact Gayle Nuppnau at 717-346-8105 or by email at gnuppnau@pa.gov.
5	18	II-12	The Department has indicated the resulting contract will be made available through the COSTARS program. Does the department intend to make both the services of the awarded offeror and the JOC construction contracts awarded by the Department available to COSTARS Members? For example, does the department intend to enable COSTARS members to procure construction through the JOC construction contracts put in place by the Department with the awarded Offeror providing the necessary software, proprietary information, and project management services to support such purchases?	No. The procurement of the JOC Consultant and the JOC Construction Contractors are two separate procurements. The COSTARS program is only being made available under the Contract resulting from this RFP. Refer to Part II-12 of the RFP. The Commonwealth does not intend to add a COSTARS option to the solicitation for the JOC Construction Contractors.
6	24-25	IV-2	The RFP references a maximum project value of \$300,000. Is this a statutory cap or self-imposed? Is there any anticipation this cap would be increased during the contract term?	Part IV-2 of the RFP states, "...agency projects with a total maximum dollar value, currently established at \$300,000." This project value is set by policy which may be adjusted during the term of contract.

# OFFICIAL QUESTIONS / ANSWERS

## Job Order Contracting Program Consultant

6100035359

Question #	RFP Page #	RFP Section Reference	Question	Answer
	(If Known)	(If Known)	(Required)	(Required)
7	28	IV-4, E.	Part IV-E of the RFP requires that the Information Management System include "Contractor and Consultant Invoice tracking (calculated due amount based upon contract terms, actual invoice amounts, invoice received dates, invoice approval dates, balances)." Offeror's IMS is a distinct platform from Offeror's accounting system that issues and tracks Offeror's invoices and payments. Further, most agencies similar to DGS have separate accounting systems that track invoicing and payments to contractors. In light of this, would DGS remove this required functionality in lieu of an Offeror's representation to work with DGS to streamline the Contractor payment and invoice tracking process as is feasible with the existing systems, and provide monthly reporting on Offeror's invoices and payments?	No.
8	26, 28	IV-4, B.1 IV-4, E.	<p>1. The RFP states that the JOC Unit Price Book/ service task catalog must be ready thirty days after the contract is awarded. Does DGS anticipate the technology to be ready to support this catalog as well?</p> <p>2. Is the desired deliverable simply a spreadsheet of all the service tasks (documentation) or does DGS anticipate the deliverable – "JOC Unit Price Book" to be the desired technology system deliverable?</p>	<p>1. The selected Offeror must provide the Department with access to a comprehensive internet-based management information and support system JOC System. Refer to Part IV-4 E of the RFP.</p> <p>2. The selected Offeror must provide the JOC Unit Price books. Refer to Part IV-4.B.1 of the RFP.</p>
9	28	IV-4, E.	Are there systems currently that hold the service task catalog?	The selected Offeror must provide the Department with access to a comprehensive internet-based management information and support system (JOC System). Refer to Part IV-4 E of the RFP.
10	28	IV-4, E.	Are there systems currently that hold the contractor data?	Refer to Question # 9.

# OFFICIAL QUESTIONS / ANSWERS

## Job Order Contracting Program Consultant

6100035359

Question #	RFP Page #	RFP Section Reference	Question	Answer
	(If Known)	(If Known)	(Required)	(Required)
11	24-30	IV-4	<p>Could DGS clarify the process and procedures involved in Public Works' procurement along the lines of:</p> <p>a) What are the steps that are followed to create a cost survey, design or a build job order? (is it just selecting the service tasks or is it more involved with other participants and activities)</p> <p>b) How many participants (levels of review) are involved in approving/rejecting a design?</p> <p>c) How many participants (levels of review) are involved in approving/rejecting construction?</p> <p>d) Could DGS provide a general idea of how many reports/dashboards are needed?</p> <p>e) Are there other external systems that the software system must interact with to retrieve data?</p> <p>f) Are there rules that allow/disallow certain service tasks based on already selected tasks? Are there other rules that might govern which agency contractors can conduct services and what tasks can be done?</p>	<p>An overview of the JOC process has been provided. The Selected Offeror will assist DGS in determining the detailed processes and procedures. Refer to Part IV-4 of the RFP.</p>
12			<p>Does DGS currently maintain a unit price listing? If so, what format is it in? How comprehensive is it – as in, can DGS advise us what categories of data is included? When was it last updated? If a unit price list/database exists, will it be available for use during the development of the new Unit Price Book?</p>	<p>No.</p>
13			<p>How will the JOC interface with existing systems and databases, including a pre-qualification system (if applicable), vendor master, state/local registries, etc.?</p>	<p>The Information Management System (JOC System) shall be a stand-alone system. The Selected Offeror will assist DGS in determining the detailed processes and procedures, including the process for reconciling the JOC technology with Commonwealth Agencies' project tracking and fiscal systems.</p>
14		Appendix I	<p>What is the anticipated volume of transactions (number and \$\$) in a given year?</p>	<p>Refer to Appendix I of the RFP.</p>
15	24-30	Part IV	<p>What is the nature of the work anticipated to be covered by the JOC system?</p>	<p>Refer to Part IV of the RFP.</p>
16		Appendix A Appendix F	<p>What are the payment terms for the JOC project/construction manager role detailed IV-4 Task D. Job Order Project/Construction Management?</p>	<p>Refer to Appendix A, V. 22 Payment and to Appendix F - Cost Submittal. The Offeror's payment for all tasks associated with this RFP shall be included in their Cost Submittal.</p>
17	29	Part IV-4, G.	<p>What is the required duration for the Program/Technical Support specified under IV-4 Task G. Program and Technical Support? Is there an investment threshold or other qualifying element of a project that would require a site visit and construction monitoring through this contract?</p>	<p>The selected Offeror shall provide extensive follow-on technical support for the JOC System and JOC Program for the life of the contract. Refer to Part IV-4.G of the RFP.</p>

## SOLICITATION ADDENDUM

Date: **September 2, 2015**  
Subject: **Job Order Contracting Program Consultant**  
Solicitation Number: **6100035359**  
Due Date/Time: **September 9, 2015 at 10:00 am EST**  
Addendum Number: **2**

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To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

*List any and all changes:*

**Advertisement Information on DGS website:** The advertisement has been updated to reflect a paper submission.

**Type of Solicitation:** Hard Copy (Paper) Bid - If you have already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Respectfully,

Name: Jennifer Habowski  
Title: Issuing Officer  
Phone: 717-703-2937  
Email: [jhabowski@pa.gov](mailto:jhabowski@pa.gov)

## SOLICITATION ADDENDUM

Date: **September 4, 2015**  
Subject: **Job Order Contracting Program Consultant**  
Solicitation Number: **6100035359**  
Due Date/Time: **September 16, 2015 at 10:00 am EST**  
Addendum Number: **3**

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To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

*List any and all changes:*

**The solicitation due date time has been extended. The sealed proposal must be received by 10:00 am on Wednesday, September 16, 2015.**

Type of Solicitation: Hard Copy (Paper) Bid - If you have already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Respectfully,

Name: Jennifer Habowski  
Title: Issuing Officer  
Phone: 717-703-2937  
Email: [jhabowski@pa.gov](mailto:jhabowski@pa.gov)



December 29, 2015

Jennifer L. Habowski, CPPB  
PA Department of General Services  
Bureau of Procurement  
555 Walnut St., Floor 6  
Harrisburg, PA 17101-1914

**Re: Negotiated Price Proposal for RFP # 6100035359 for JOC Program Consultant**

Dear Jennifer:

I am writing to provide a detailed explanation of the negotiated fee structure for the Commonwealth of Pennsylvania Department of General Services' ("DGS") statewide Job Order Contracting ("JOC") program, including optional project management services. I want to first thank you for the professionalism and courtesy shown during these negotiations, and I believe the following fee structure will provide substantial value to DGS. We also look forward to the opportunity to expand the availability of the program to eligible COSTARS users after the first contract year. The following summarizes the fees and services for the DGS JOC program.

#### JOC System License Fee

In consideration for the access and utilization of The Gordian Group's ("Gordian") proprietary materials for the purpose of implementing and executing a JOC program, Gordian assesses a JOC System License Fee. The products and services included in the JOC System License Fee include all the tools and services necessary for the development, implementation and execution of a JOC program as described on pages 3-1 – 3-28 of Gordian's proposal, and as summarized below:

- **Experienced Account Managers** – Gordian will provide experienced staff, including Development and Implementation specialists and Account Managers that are responsible for the implementation and support of DGS's JOC program. This staff will report directly to DGS and Commonwealth agencies, and will be available to assist with any JOC related issues.
- **Establish JOC Program Guidelines** – Gordian will be responsible for conducting the activities necessary for establishing the structure of DGS's statewide JOC program. Responsibilities will include preparing Commonwealth specific Execution Procedures that will be used to execute the JOC program in accordance with Commonwealth statutes and regulations. This will include detailed policies and procedures relating to the design Job Order process, permit application process, and the \$300,000 limit that



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WWW.THEGORDIANGROUP.COM

will be imposed on all Job Orders. Gordian's Development and Implementation team will work directly with DGS's legal and procurement staff to ensure the Commonwealth's JOC program is compliant, auditable and transparent.

- **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®. Gordian's Development and Implementation team, and Account Managers, will work with DGS to determine the most effective approach for bidding and awarding regionalized JOC contracts for the Commonwealth. This will include publishing a customized Construction Task Catalog for each region and advertising each JOC contract solicitation in accordance with the Commonwealth's procurement laws.
- **JOC Management Applications** – Gordian will be responsible for providing a license for an unlimited number of DGS and Commonwealth agency users to access Gordian's web-based JOC System, which includes the eGordian® information management software and applicable 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. DGS's standard reports and forms will be incorporated as requested.
- **Marketing** – Gordian will be responsible for marketing the JOC program to Commonwealth agencies by conducting outreach meetings across the Commonwealth, as well as conducting pre-bid seminars for the JOC construction contractors. Gordian will work with DGS to develop marketing materials for the DGS JOC program and will produce and distribute these materials to Commonwealth agencies during the bidding process.
- **Training** – Gordian will be responsible for developing and conducting a comprehensive JOC training program for DGS and JOC contractor staff, which will include different course modules that will provide specialized training to each element of DGS and JOC contractor staff.
- **Implementation** – Gordian will provide on-site training and assistance as needed to ensure that Commonwealth agency and JOC contractor staff can properly administer their responsibilities under the JOC program. The Gordian Account Managers will work side-by-side with an agency's project manager to answer questions and provide instruction as needed.
- **On-going Support and Maintenance** – Gordian will be responsible for providing comprehensive JOC follow-on support to DGS and Commonwealth agencies for the administration of the JOC program. Gordian will monitor the overall program and prepare any status reports required by DGS or the agencies. Support services will include, but are not limited to, unlimited toll-free eGordian® software support, access to applicable eGordian® software updates and additional functionality, updating the Construction Task Catalog for each new JOC contract, as well as the Technical Specifications, Contract and General Conditions and Bid Documents, Gordian will also provide procurement assistance for all new JOC contracts, provide training for new DGS, Commonwealth agency and JOC contractor staff, and prepare customized forms and reports requested by DGS.

In consideration for the products and services described above, The Gordian Group will assess the following negotiated license fee to the Commonwealth:

DGS License Fee: One and ninety-five hundredths percent (1.95%) of the value of work ordered through the JOC program, **discounted by 10% for each invoice, resulting in an effective rate of approximately One and seventy-six hundredths percent (1.76%);** and

Contractor License Fee: One percent (1.00%) of the value of the work ordered awarded to the JOC contractor. This fee is payable by the JOC contractor and will not be a direct fee to DGS.

The license fee discount provided above is based on Gordian's Annual Volume Discount Table, which provides for additional discounts based on the annual volume of construction procured through a client's JOC program. The discount provided to DGS will be for the initial contract year of our new contract. In order to ensure that DGS is afforded all available discounts, we propose incorporating the Annual Volume Discount Table, included as **Attachment No. 1**, as part of the contract between Gordian and DGS. Under this proposal, the DGS License Fee for each subsequent contract year will be determined by the annual volume of construction procured through the JOC program in the immediately preceding twelve (12) month period, as calculated by the Annual Volume Discount Table. This will ensure that DGS is afforded any available discounts should the volume of construction purchased through the JOC program increase during the term of the contract. Likewise, the discount proposed to DGS, which is based on an estimated volume, will decrease if DGS's actual annual volume is less than anticipated.

In addition, when DGS authorizes the implementation of a statewide JOC program through the COSTARS program, Gordian will aggregate the volume of construction procured through the DGS JOC program and the COSTARS JOC program to determine the JOC System License Fee discount for Commonwealth agencies.

## Job Order Development

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 Commonwealth agencies are paying for the correct quantity at the correct competitively bid price for each project. It is very important that Gordian's experienced, qualified, account managers develop Job Orders, which includes reviewing each and every Price Proposal submitted by the JOC contractors. We are confident that our Job Order development services will bring the most economic benefit to the DGS JOC program, with long term cost savings. A detailed list of the tasks Gordian performs to develop Job Orders, and as set forth on pages 3-29 – 3-30 of the proposal, is as follows:

- **Project Identification** – When a project is identified, Gordian's Account Managers will work with DGS and Commonwealth agencies, and assist with determining whether the project is appropriate for JOC.
- **Contractor Identification** – Gordian will assist the Commonwealth agencies with identifying the appropriate JOC contractor for the project based on the type of work involved, location of the project, and other factors such as remaining contract capacity, work on hand, and contractor performance.





- **Joint Scope Meeting** – After identification of the JOC Contractor a Gordian Account Manager will promptly schedule a Joint Scope Meeting at the project site to help the agency and the JOC contractor agree on the details of the work that the JOC contractor will perform. 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. This will include engaging the appropriate design professionals to create a design Job Order for the preparation of the design documents needed for the permitting process. We will also assist with resolving issues when project plans and actual conditions vary. Once the design work has been completed, Gordian will coordinate the delivery of the design documents to the JOC contractor for the preparation of the Price Proposal and Job Order package.
- **Request for Price Proposal** – After all parties are in agreement that the Detailed Scope of Work and designs properly reflect the work to be performed, the Gordian Account Manager will send the Detailed Scope of Work, design documents, 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 agency 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 agency required information submitted by the JOC contractor such as a construction schedule and list of proposed subcontractors. Then the Gordian Account Manager will submit the Price Proposal and related documents to the agency.
- **Issue Job Order** – Once the agency approves the Price Proposal and related documents, and decides to move forward with the project, Gordian will assist the agency with issuing a Notice to Proceed to the JOC contractor.

In consideration for the services described above, Gordian will assess a Job Order Development Fee, in addition to the JOC System License Fee, for all Job Orders issued through the DGS JOC program, as follows:

Job Order Development Fee: Three and five hundredths percent (3.05%) of the value of each Job Order.



## Construction Management

In addition to the services described above, Gordian proposes to provide our construction management services on a project-by-project basis for all agencies. Utilizing our JOC the construction management services, Gordian will manage Job Orders from Job Order issuance to Job Order close-out. Acting as DGS's agent, our construction managers will provide the following types of services relating to the management and supervision of JOC projects.

- For each Job Order issued, the construction manager shall act as liaison with and among the Agency, JOC contractor, any authorized subcontractor of a JOC contractor, and any other stakeholders, and shall schedule and stage the project to be completed in a manner that is expeditious and least disruptive to the relevant site.
- The construction manager shall inspect and monitor the work performed by the JOC contractor and/or each approved JOC subcontractor as required to ensure that the repair, renovation, and/or other work shall be completed in the time specified in the project schedule and in accordance with the JOC contract and applicable industry standards. In all cases we will be on-site to conduct the Initial Job Conference (construction kick-off meeting) and the Close-Out Inspection, as well as meeting at least once monthly, on site, to conduct Job Meetings, progress verification (for invoice approval), non-compliance inspections and for other construction administrative purposes.
- The construction manager shall monitor each JOC contractor's compliance with its DGS JOC contract including, but not limited to, adherence to applicable labor law provisions in the JOC contracts, adherence to environmental laws, environmental health and safety protocols, OSHA laws and regulations, public health codes, building safety and fire codes, State permit requirements, State building codes and/or other applicable Federal, State or local laws rules and regulations. If the construction manager determines that the JOC contractor has caused and/or permitted any act(s) and/or omission(s) in breach of the applicable JOC contract or applicable laws described above, the construction manager will promptly submit a detailed written notice of such findings to the Agency and the JOC contractor. The construction manager will devise and implement remedial steps to bring any non-compliant JOC contractors into compliance and shall supply all reasonably necessary evidence and testimony required for DGS and/or the Agency to take all corrective actions that may be necessary.
- The construction manager shall conduct a thorough review of documents submitted by the JOC contractor to ensure compliance with all contract requirements and applicable laws.
- Based upon the nature and extent of the Job Order and the terms and conditions of the JOC contract, the construction manager shall analyze and recommend whether or not there shall be any reasonable need for any increase or decrease in the approved Job Order and Detailed Scope of Work.

- The construction manager shall receive and review all Applications for Payment for all work under the JOC contract. The construction manager will ensure that all Applications for Payment consist of a form prescribed by the Agency plus any and all supporting documentation required by the JOC contract. Within the time frame allotted for payment by the Agency, the construction manager shall review and analyze in detail each Application for Payment submitted by the JOC contractor, and the construction manager shall make appropriate deductions from, and corrections to each such application based upon the construction manager's analysis of the JOC contractor's performance under the contract. Within the deadline for payment after all necessary corrections are made, the construction manager will submit the Application for Payment, together with all necessary supporting documentation, to the Agency to process for payment.
- The construction manager shall submit regular reports to the Agency on JOC contractor performance progress and quality including, but not limited to, the following: 1) the amount of work committed; 2) the quality of work performed; 3) the type of work performed; 4) the length of time required to perform the work; 5) the value of approved Job Orders; 6) the value of payments made; 7) an evaluation of the JOC contractor's ability to perform high quality work, within budget and on- time.
- The construction manager shall advise and assist the Agency with respect to the resolution of disputes with JOC contractors that may arise through the course of each project including, but not limited to, disagreements relating to the quality of work, quantity of work, personnel on site, timeliness of work, extent of completed work, scheduling of work and final completion.
- In addition to the work described above, the construction manager shall make recommendations and advice to the Agency including, but not limited to: 1) assessments about whether the work specified in each Job Order will likely be sufficient in nature and extent to achieve the repair, maintenance and/or operational goals that are reasonably evident from each such Job Order, and 2) if not, provide detailed recommendations about what additional and/or other construction, repair, and/or maintenance work will likely be needed to achieve the Agency's goals as reflected in each Job Order; 3) provide recommendations and assessments about whether the work specified in each Job Order can be achieved in a more economical manner than originally expressed; and 5) make assessments and recommendations on the safety, health, environmental and regulatory aspects of each proposed Job Order.

Gordian's fee to provide the construction management services consists of a Construction Management Fee that is assessed in addition to the JOC System License Fee and Job Order Development Fee provided above.

Construction Management Fee: Five and ninety-five hundredths (5.95%) percent of the value of work ordered.

## Payment and Invoicing

When all three available services are utilized by the Commonwealth agencies, the JOC System License Fee, Job Order Development Fee and Construction Management Fee will be



invoiced upon project completion to streamline the invoicing process. However, when the agency elects to self-perform the Construction Management services Gordian will invoice the JOC System License Fee and Job Order Development Fee upon issuance of the Job Order by the agency. This is due to the fact that Gordian's services will be complete upon issuance of the Job Order, and we will have no involvement in the construction process for these projects.

We greatly appreciate the opportunity to submit this negotiated price proposal, and look forward to beginning our relationship with the Commonwealth of Pennsylvania Department of General Services. Please contact me at (800) 874-2291 or [A.Lesher@TheGordianGroup.com](mailto:A.Lesher@TheGordianGroup.com) if you need any additional information.

Sincerely,



Ammon T. Lesher  
Vice President of Legal Affairs

Enclosures



# Attachment No. 1

## Option 1: Contractor License Fee

### ANNUAL VOLUME DISCOUNT TABLE

Annual Volume	Discount	Discounted Rate
\$0 - \$5MM	0%	1.95%
>\$5MM - \$7MM	10%	1.76%
>\$7MM - \$10MM	11%	1.74%
>\$10MM - \$13MM	13%	1.70%
>\$13MM - \$16MM	15%	1.66%
>\$16MM - \$20MM	16%	1.64%
>\$20MM - \$25MM	17%	1.62%
>\$25MM - \$30MM	18%	1.60%
>\$30MM - \$35MM	19%	1.58%
>\$35MM - \$40MM	20%	1.56%
>\$40MM - \$50MM	21%	1.54%
>\$50MM - \$60MM	22%	1.52%
>\$60MM - \$70MM	23%	1.50%
>\$70MM	24%	1.48%

# Small Diverse Business Participation

The Gordian Group proposes to utilize JEM Group LLC as an SDB-certified subcontractor to provide Job Order development and construction management services alongside Gordian's internal project managers. The JEM Group's SDB certification is provided on the following page.

The Gordian Group will commit to utilizing JEM Group on ten percent (10%) of this project in relation to the overall cost submittal. However, because this is an indefinite quantity/indefinite delivery contract it is not possible to determine the dollar amount that will be represented by this level of participation. In addition, Commonwealth agencies will have the option to self-perform the Project/Construction Management services for each project procured through the Job Order Contracting program. Despite these variables, The Gordian Group is committed to utilizing JEM Group on Ten Percent (10%) of the overall contract value for the services described above. JEM Group will perform Job Order development and construction management tasks during the initial term of the contract at various locations as required by the State.

The JEM Group's signed Letter of Intent is included herewith, along with the contact information for Jessica Meyers, Owner/President of the JEM Group. I have also provided resumes for the JEM Group employees designated to work on this project provided an award is made to The Gordian Group. More information on JEM Group is available at [www.jemgroup.net](http://www.jemgroup.net).





**APPENDIX E  
SMALL DIVERSE BUSINESS  
LETTER OF INTENT**

January 5, 2016

Jessica Meyers  
Owner/President  
JEM Group  
509 N. 2<sup>nd</sup> St.  
Harrisburg, PA 17101

Re: Final Negotiated SDB Submittal

Dear Jessica:

This letter serves as confirmation of the intent of The Gordian Group, Inc. to utilize JEM Group LLC on RFP 6100035359 for a Job Order Contracting Program Consultant issued by the Department of General Services.

If The Gordian Group is the successful vendor, JEM Group shall provide Job Order Project/Construction Management services as set forth in Section IV-4(D) of the RFP during the term of the contract and any option/renewal periods exercised by the Department of General Services.

As negotiated with the Department of General Services, The Gordian Group is committed to utilizing the JEM Group's Project/Construction Management services for Ten Percent (10%) of the total cost in The Gordian Group's cost submittal for the initial term of the contract. However, because this is an indefinite quantity/indefinite delivery contract it is not possible to determine the dollar amount that will be represented by this level of participation. In addition, Commonwealth agencies will have the option to self-perform the Project/Construction Management services for each project procured through the Job Order Contracting program. Despite these variables, The Gordian Group is committed to utilizing JEM Group on Ten Percent (10%) of the overall contract value for the services described above.

JEM represents that it meets the small diverse business requirements set forth in the RFP and all required documentation has been provided to The Gordian Group for its SDB submission.

We look forward to the opportunity to serve the Department of General Services on this project. If you have any questions concerning our small diverse business commitment, please feel free to contact me at the number below.

Sincerely,



Ammon T. Leshner  
Vice President  
The Gordian Group, Inc.  
800-874-2291

Acknowledged,



Jessica Meyers  
Owner/President  
JEM Group  
717-238-7709



**APPENDIX B - PROPOSAL COVER SHEET  
COMMONWEALTH OF PENNSYLVANIA  
Department of General Services  
RFP# 6100035359**

**Enclosed in three separately sealed submittals is the proposal of the Offeror identified below for the above-referenced RFP:**

<b>Offeror Information:</b>	
Offeror Name	The Gordian Group, Inc.
Offeror Mailing Address	30 Patewood Drive, Suite 350 Greenville, SC 29615
Offeror Website	<a href="http://www.thegordiangroup.com">www.thegordiangroup.com</a>
Offeror Contact Person	Ammon T. Leshner
Contact Person's Phone Number	800-874-2291
Contact Person's Facsimile Number	864-233-9100
Contact Person's E-Mail Address	<a href="mailto:a.lesher@thegordiangroup.com">a.lesher@thegordiangroup.com</a>
Offeror Federal ID Number	58-1900371
Offeror SAP/SRM Vendor Number	

<b>Submittals Enclosed and Separately Sealed:</b>	
<b>X</b>	Technical Submittal
<b>X</b>	Small Diverse Business Participation Submittal
<b>X</b>	Cost Submittal

 <i>Signature</i>	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	
Printed Name:	Ammon T. Leshner
Title	Vice President of Legal Affairs

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR'S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR'S PROPOSAL**

NONCOLLUSION AFFIDAVIT

DGS Project Number: 6100035359

State of South Carolina:

County of Greenville:

I state that I am the Vice President of Legal Affairs of The Gordian Group, Inc., and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the prices(s) and the amount of this proposal.

I state that:

- 1. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer.
2. Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before the proposal submission date.
3. No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
4. The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
5. The Gordian Group, Inc. its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing and/or bidding on any public contract, except as follows:

I state that The Gordian Group, Inc. understands and acknowledges that the above representations are material and important, and will be relied upon by the Department of General Services in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Department of General Services of the true facts relating to the submission of this proposal.

Amman T. Lesher (Signature)

Amman T. Lesher (Signatory's Printed Name)

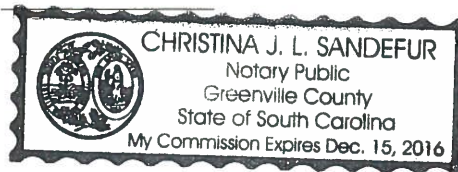
Vice President (Signatory's Title)

SWORN TO AND SUBSCRIBED BEFORE ME THIS 14th DAY OF

September, 2015.

Christina J. L. Sandefur Notary Public

My Commission Expires



**APPENDIX H**

**COSTARS PROGRAM ELECTION TO PARTICIPATE**

If awarded a Contract, our firm agrees to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract. Our firm also agrees to pay the applicable Administrative Fee (\$1500 or \$500 for a Department of General Services Certified Small Business) at the beginning of each contract year and upon each contract renewal date.

If you are asserting that your firm is a Department of General Services Certified Small Business, provide an active Department of General Services Small Business Certification.

**The Gordian Group, Inc.**

Corporate or Legal Entity Name

 9/14/15

Signature/Date

**Ammon T. Leshner, Vice President of Legal Affairs**

Printed Name/Title

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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 Pennsylvania Department of General Services and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal, except as required by law; provided, that, if a contract is awarded to this offeror as a result of or in connection with the submission of this information or data, the Pennsylvania Department of General Services 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".

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# Statement of the Problem

The Commonwealth of Pennsylvania Department of General Services (the “State”) has experienced deficiencies and limitations inherent in its traditional procurement methods. Even for straightforward or routine projects, the current contracting procedures require a lengthy bidding process including an extensive and complete bid package, public advertisement, and thorough contract award process. This is further complicated by the Separations Act, 71 P.S. §1618, which requires the use of a multiple-prime project delivery system in which each prime construction contract must be competitively bid.

The State desires to employ Job Order Contracting (“JOC”) to reduce procurement time, decrease costs, gain contractual control, increase the quality of work, and satisfy all competitive bidding requirements. JOC can achieve these goals by putting in place performance driven, on-call contractors ready to perform a series of projects at competitively bid prices. The essential steps to establishing a successful JOC program for the State include:

## Program Development

The administrative structure of State staff, the role of the project managers, major elements of the Job Order Contracts, and execution procedures for the JOC program must be developed.

**Administrative Structure:** What is the best way to organize the State and Gordian staff? Should the JOC process be designed around servicing different geographic areas, or servicing different types of internal clients?

**Role of the Project Managers:** Another important challenge is to decide upon the structure of the project management group for JOC. Gordian has provided an organizational chart for the project management team that will provide Job Order development and construction management services, taking JOC projects from cradle-to-grave. The State’s project managers will act as the internal clients, identifying projects, providing final approval of the Detailed Scope of Work and Price Proposal, and providing final approval and acceptance of each completed project. Every organization is different, and establishing the appropriate workflow for each project will maximize efficiency.

**Job Order Contracts:** The next major group of decisions that must be made involve the core elements of the JOC contracts. Under the Separations Act, separate specifications for plumbing, heating, ventilating and electrical work must be prepared and competitively bid. Accordingly, JOC contracts for each branch of work must be solicited and awarded in accordance with the competitive bid requirements of the State. Gordian has substantial experience in this area having provided JOC consulting services throughout the State of New York, which has a similar statutory requirement known as Wicks’ Law. In addition, Gordian will work with the State to determine the number of contracts needed, and the geographic regions that should be covered by each contract solicitation. Finding the correct approach will maximize contractor participation and afford the State the most competitive pricing.





**Execution Procedures:** Since JOC may be a new process for many State staff, new procedures and policies must be developed to control workflow and approvals. What documents and forms are needed to approve and track projects? Who will provide final approval for the Detailed Scope of Work and Price Proposals? Who will sign the Job Order package and NTP? These questions must be answered and incorporated into the policies under which JOC will be executed at the State.

## Document Preparation

There are three critical documents to be prepared for each Job Order Contract:

- ✓ Unit Price Book
- ✓ Technical Specifications
- ✓ Contract and General Conditions.

At the heart of every JOC program is a **unit price book**, the document that will be used to competitively procure the JOC contracts and price every Job Order. The quality and content of the unit price book is critical to the success of any program. Loose, general or incomplete task descriptions, inaccurate pricing, and missing tasks all put a strain on the relationship with the contractor as the parties work through the tough pricing issues. On the other hand, a comprehensive, detailed and accurate unit price book, allows the parties to focus on completing projects. That is how JOC is supposed to work.

The **Technical Specifications** must provide the quality of material and workmanship for all tasks included in the unit price book. The specifications should also be coordinated with the unit price book and clearly define the quality of materials and workmanship required. The CSI numbers and descriptions should also be coordinated to make both documents easier to use.

The **Contract and General Conditions** are critical documents in the JOC process since they set forth the contract requirements. Poorly developed documents can lead to bid protests and claims as well as a breakdown of the non-adversarial relationship that is essential to a successful JOC program.

The challenge of creating these documents is that the State's standard contract language must be integrated with JOC specific language. Since JOC is a different procurement process, some of the contract language that has been adopted for traditional construction contracting does not apply or is inappropriate. The development of the Contract and General Conditions must be accomplished very carefully and in full coordination with State legal and contracting staff. If JOC is to be used to execute Federal and State funded projects, then the appropriate Federal and State contract language must also be included.

## Procurement Support

**To attract and educate a field of solid contractors, there should be an external marketing effort and comprehensive and professional pre-bid presentations.**



JOC will be a new concept to most contractors. In order to be confident in the success of the process and to provide competitive pricing, they must understand how it works. An external marketing effort and prebid seminars is an effective way to accomplish these goals.

## Information Management System

Managing a Job Order Contract involves managing many small projects. It is important to have comprehensive information management software that centralizes all information.

The information management software should manage the development of each Job Order from project identification to completion. It should track all dates and information and generate summary reports showing for each contractor, client or region, all the projects, critical dates, dollar value spent, estimated date of completion, etc.

The information management software should have a common interface for ease of use, have several layers of security that can be customized by user and group, and generate all forms and documents required for the process (Initiation Sheet, Notice of Joint Scope Meeting, Cost Proposal, Job Order, etc.) by using a professional report writing component such as Crystal Reports.

It should be an internet based system allowing access anytime and anywhere through an internet connection.

## Training

Job Order Contracting is a different procurement process and therefore, it requires thorough training to ensure a successful implementation. Training should be provided to all levels of the organization, as well as to the contractors. Refresher training should be provided on a regular basis so that the Job Order Contracting procedures and concepts continue to be followed.

## Technical Support

**Support for the Job Order Contracting program is essential for its continued success.** Considering all the different components of a Job Order Contracting program you begin to realize how diverse the support needs to be. This may include understanding and applying the unit price book, assistance in reviewing proposals, or answering questions about the software. Lingering or unanswered questions or issues with any of these components can bring the Job Order Contracting program to a standstill. It will be important to have expert support for every aspect of the program.

## Quality Control and Performance Monitoring

The Gordian Group is committed to delivering only the highest quality of products and services available for use in Job Order Contracting. To achieve this goal, we have set our standards very high and adopted a series of quality control measures that leave nothing to chance. We incorporated a wide range of recognized concepts into our quality assurance plan including pre-mission training, peer reviews, elevated reviews,



performance measurement and end-user reviews. Our overall goal is to deliver an efficient and cost-effective construction procurement system at the first opportunity.

Our quality control program begins with the idea that the individuals providing the services and developing the products should be experienced, capable and well-trained. Even though every member of our project team has substantial experience in their respective field, such as construction management or software engineering, we maintain a rigorous training protocol for all of our employees. Every member of The Gordian Group team must go through a series of training classes and complete field experience requirements before they are permitted to contribute individually to our products and services. The object of our training sessions is to give our employees an overall perspective on Job Order Contracting, and an appreciation of the importance and interdependency of each component of Gordian's JOC solutions.

In our business, a high level of cross-training is required. For example, our software developers and technical support engineers are trained in the management of JOC projects from the initial Joint Scope Meeting, all the way through to Project Closeout. With this knowledge, they are better able to design and support eGordian, and are better able to field questions from project managers that call in for assistance. They understand the steps these construction professionals must go through to deliver a quality project. Not only are all of our employees experts in their respective fields, whether it be construction, software, product development, etc...; they are also experts in Job Order Contracting.

### Quality Control for Program Development

In the program development phase, Gordian incorporates management oversight, elevated reviews and end-user reviews. Gordian's dedicated Program Development team initiates the program development phase with a kick-off meeting to determine the State's desired timeline and project goals. From this meeting, the Program Development team prepares an implementation schedule, which will be submitted to the State for review and approval. Further, after conducting meetings with various stakeholder groups within the State, the Program Development team will develop the State's Execution Procedures, which will detail the procedures for managing the JOC program, and ensure compliance with the State's internal rules and regulations. The Program Development team, which will at all times coordinate with the State's dedicated Senior Account Manager and Account Manager, will also assist with beta testing the system during program development. Roadblocks and problem areas will be identified and addressed. This process will also be managed by Gordian's Southeast Region Director, Dan Cook, who oversees all of Gordian's JOC programs in the Southeast and Mid-Atlantic regions.

### Quality Control for Document Development

The document development phase requires great attention to detail and quality control. During this phase, we incorporate elevated reviews and end-user reviews.

The Construction Task Catalog is customized by one group of estimators, and reviewed by another. It is then distributed to the State for review. Also, the Senior Project Manager or Project Manager will prepare a series of model projects and prepare Price Proposals for the projects from the Construction Task Catalog. The results will be compared with historical data. The Construction Task Catalog is also prepared using a proprietary software called DMAP (Database Management and Publisher) to track every change that is made during development. It prints lists of deletions, additions and changes during the customization process. These lists are



then reviewed by Gordian's estimators to ensure nothing was deleted, added or changed by mistake.

Technical Specifications receive peer reviews, elevated reviews and end-user reviews. The Technical Specifications will be generated in coordination with the State General Engineering Consultant ("GEC") and will incorporate the required State Standards and State Specifications. Once completed, the Technical Specifications will be reviewed by Gordian's estimators to ensure they are coordinated with the tasks in the Construction Task Catalog by CSI number. The Technical Specifications will also be reviewed will also be reviewed by the Senior Account Manager and Account Manager, and series of checks are conducted in tandem with the Construction Task Catalog. Having both the estimators and the specification writers in the same company significantly increases coordination on these tasks and reduces the overall likelihood of errors. The Technical Specifications will be afforded a final review in coordination with the State's GEC and all requested changes will be incorporated into the final product.

The Contract and General Conditions are prepared by our Program Development team. These documents will be developed by incorporating the State's standard contract language with terms and conditions required for JOC. Michael Ledford, a licensed attorney and the Program Development Manager, will review the draft documents before they are submitted to the State. The documents will then be reviewed by the State's legal and procurement departments, followed by a coordinating review session of all documents conducted by the Program Development team and State stakeholders.

### Quality Control for Software Development and Testing

The Gordian Group has been providing JOC information management applications to our clients for over twenty-four years. eGordian is a web-based application designed and developed by Gordian's in-house employees, which gives the State a single point of contact for all technical support and troubleshooting resolution. All new software releases are thoroughly tested by programmers, quality assurance technicians and field employees. When no bugs are reported in a one-month period from any testing, the software updates are released for use by all clients. Also, as a web-based application, all owners and contractors have simultaneous access to the most recent updates of eGordian, minimizing the likelihood of problems at the user level.

In order to protect critical data and functions, Gordian has built redundancy into every part of our system. The Gordian Group's primary data site is located in a RackSpace cloud datacenter in the Chicago area. 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 RackSpace datacenter in Virginia. In the event of a server failure at primary Rackspace site, users are directed to the redundant site.

### Quality Control for Training

The training manuals utilized for each JOC program are prepared by the Senior Project Manager, and are customized to be consistent with each client's internal policies and procedures. Actual projects scheduled to be completed through the State JOC program will be incorporated into the training materials. The training manuals and course outlines will be reviewed by personnel in Gordian's administrative offices



and undergo a best-practices peer review. Each section of the training manuals will be evaluated for content, accuracy in presentation, and use of active learning practices. The draft training manual will be submitted to the State for review and any requested changes will be incorporated into the final product.

## Program Quality Control/Quality Assurance

The Gordian Group also uses several key performance indicators to demonstrate the value of these proven service delivery models, and ensure each client is optimizing the benefits afforded by JOC. The following key performance indicators are fairly common among most of our clients, with others being available with our highly configurable software. Incorporating these indicators as part of the overall evaluation of the JOC program will ensure the State's JOC program is reaching its maximum potential.

## Time

Independent studies have shown that JOC can reduce the delivery time for a construction project by 75 to 85 percent compared with traditional bidding methods. JOC eliminates unnecessary design, procurement and approval processes that substantially delay the completion of even the smallest construction projects. Gordian implemented JOC programs provide measurable time savings at the following steps of the JOC process:

- Procurement
- Project Initiation to Joint Scope Meeting
- Joint Scope Meeting to Request for Price Proposal
- Request for Price Proposal to Price Proposal Approved
- Price Proposal Approved to Construction Start

In summary, implementing a JOC program will save the State time from Project Initiation to Construction Start.

## Cost

In comparison to the time savings described above, cost savings can be more difficult to quantify. The cost savings result from both eliminated expenses and added value, so a side-by-side comparison of similar projects may not fully capture the cost benefits of a JOC program. However, Gordian has identified the following cost comparisons to measure the cost savings afforded by our JOC programs:

- Cost to Budget
- Cost to Estimate
- Cost to Historical Data
- Change Order Cost to Historical Data

In addition to the cost comparisons provided above, Gordian's JOC programs add substantial value in the following ways:

### Quality

- Quality of Finished Work
- Contractor Professionalism
- Contractor Safety

- Cleanliness of Work Site

Diversified Contractor Utilization

- Number
- Value

The implementation of key performance indicators will correspond with the development of the State’s Execution Procedures. As Mr. Ledford works with State staff on the development of the necessary JOC program documents, information will be coordinated with Gordian’s Information Technology team for proper configuration of eGordian. Reports will be developed to illustrate key performance indicators upon completion of the Execution Procedures to ensure all necessary data is tracked, analyzed, and reported to the appropriate State staff. Key performance indicators will be shown for individual projects, project managers, contractors, and in aggregate to provide a clear picture of the success of the system and process, and tools for management to make improvements to the process. As more projects are completed through the State’s JOC program, a clear picture of the measurable time and cost savings afforded by the JOC process will be provided through the reports and Key Performance Indicators as discussed below.

eGordian can organize and present data in virtually any combination or format requested. A report can be created to evaluate projects assigned in a Program Area, managed by a particular project manager, or completed by a particular JOC contractor. Reports can be created which list a certain group of projects and the critical dates for each such project. This allows the State to track the progress of a certain project or a series of projects. Reports can also be customized to provide information related to volume and duration at almost every level of project management. Through the reporting and evaluation of key performance indicators, the State and Gordian will have complete picture of the State’s JOC program, allowing both parties to assess and make improvements over time.

### Reporting Metrics Examples

#### Tracking Date Screen

Description	Planned Date	Adjusted Date	Actual Date	N/A	Remarks
Identification Date				<input checked="" type="checkbox"/>	
JOC Start				<input checked="" type="checkbox"/>	
Project Entered				<input checked="" type="checkbox"/>	
Estimate Prepared				<input checked="" type="checkbox"/>	
Joint Scope			8/13/2010	<input type="checkbox"/>	
Final Scope of Work				<input type="checkbox"/>	
RFP Issued	9/7/2010	9/7/2010	9/7/2010	<input type="checkbox"/>	
Proposal Due	9/10/2010	9/10/2010	9/10/2010	<input type="checkbox"/>	
Proposal Received			2/8/2011	<input type="checkbox"/>	
Proposal Approved			2/11/2011	<input type="checkbox"/>	
Job Approval Form			2/11/2011	<input type="checkbox"/>	
Job Order Authorization			2/16/2011	<input type="checkbox"/>	
Notice to Proceed Issued			2/16/2011	<input type="checkbox"/>	
Construction Start			2/26/2011	<input type="checkbox"/>	
Construction Complete			5/27/2011	<input type="checkbox"/>	
Cancelled				<input type="checkbox"/>	





Time Metrics

Job Order Number	Title	PM	Status	Joint Scope		Proposal			Job Order Issued	Const. Start	Const. End	Job Order Amount	
				RFP	Due	Recvd.	Apprvd.						
<b>D261565</b>													
09-DEL-11-565-100.3	100 09-DEL-11-565-100 Repair flagged pedestal and miscellaneous class 'D' and deck repair		Transfer out of JOC	03/08/12	04/30/12	04/30/12	04/30/12	04/30/12	04/30/12	04/30/12	A	04/30/12	\$0.00
09-DEL-11-565-103.1	SAFETY FLAG REPAIR BIN 1094011	SE	Complete	11/01/11	11/01/11	11/02/11	11/02/11	11/02/11	11/02/11	11/08/11	A	11/18/11	\$36,255.34
09-DEL-11-565-103.1	SAFETY FLAG REPAIR BIN 1094011 SUPPLEMENTAL	SE	Complete	11/01/11	11/01/11	11/29/11	11/29/11	11/29/11	11/29/11	11/01/11	A	11/18/11	\$34,700.77
09-SUL-11-565-068.1	CR 166A /RT 17 EXIT 112 BIN 1013820	SE	Complete	02/16/11	02/17/11	04/01/11	04/01/11	04/04/11	04/04/11	04/11/11	A	05/11/11	\$41,840.26
09-SUL-11-565-068.1	CR 166A /RT 17 EXIT 112 BIN 1013820 SUPPLEMENTAL	SE	Complete	02/16/11	05/11/11	05/11/11	05/11/11	05/11/11	05/11/11	05/11/11	A	05/11/11	\$28,805.52
09-SUL-11-565-072.1	BIN 1013820 RED FLAG 91100072 CRACK REPAIR	SE	Complete	02/16/11	02/17/11	03/03/11	02/22/11	02/23/11	02/23/11	03/07/11	A	03/28/11	\$24,483.62
09-SUL-11-565-072.1	BIN 1013820 RED FLAG 91100072 CRACK REPAIR	SE	Complete	02/16/11	03/31/11	03/31/11	03/31/11	03/31/11	03/31/11	03/08/11	A	03/31/11	\$21,619.97
09-SUL-12-565-107.1	107 09-SUL-12-565-107 BIN 1063401 FLAG 9C110062 RM 17 9609 1047 ROSCOE	SE	Complete	03/08/12	03/08/12	03/22/12	03/21/12	03/23/12	03/23/12	04/02/12	A	05/04/12	\$37,984.89

Cost Comparison and Time Metrics

Project ID	Project Title	PROJECT COST			PROJECT TIME		PROJECT REVIEW	
		Estimate \$	Proposal \$	% DIF	Joint Scope To NTP (in days)	Start To Complete (in days)	Status	PM Review
CA2011A	STEVESTON TENNIS BUILDING STRUCTURAL UPGRADES	\$268,000.00	\$272,954.79	1.85%	55	112	Complete	4.83%
CA2011A.1	STEVESTON TENNIS BUILDING STRUCTURAL UPGRADES	-\$1,500.00	-\$1,230.28	-17.98%		82	Complete	
CA2011A.2	STEVESTON TENNIS BUILDING STRUCTURAL UPGRADES	\$95,000.00	\$94,993.19	-0.01%	1	35	Complete	
CA2011A.3	STEVESTON TENNIS BUILDING STRUCTURAL UPGRADES - SOFFITS, DUCTBANK, PAINT	\$4,100.00	\$4,224.37	3.03%		7	Complete	
CA2011B	TRAILER FOR ELECTRONIC TECHNOLOGISTS	\$53,063.00	\$45,572.96	-14.12%	65	73	Complete	
CR2012A	LONDON FARM WASHROOM UPGRADE	\$80,000.00	\$0.00	0.00%			Identification	
CR2012B	TENNIS BUILDING ENVELOPE REPAIRS	\$130,000.00	\$0.00	0.00%			Identification	
CR2012C.1	Steveston Community Centre Sound Room	\$0.00	\$0.00	0.00%			Estimate	
CR2012D	LIBRARY CULTURAL CENTRE OFFICE WALL	\$0.00	\$0.00	0.00%			Proposal	
IR2010JA	EAST RICHMOND COMMUNITY HALL UPGRADE	\$180,000.00	\$159,029.93	-11.65%	32	84	Complete	92.50%
IR2010JA.1	EAST RICHMOND COMMUNITY HALL UPGRADE	\$29,406.00	\$34,584.06	17.61%	3	7	Complete	
IR2010JA.2	EAST RICHMOND COMMUNITY HALL UPGRADE	\$11,327.00	\$11,234.05	-0.82%	4	3	Complete	
IR2010JA.3	EAST RICHMOND COMMUNITY HALL EXTRA WORK	\$0.00	\$2,015.62	0.00%			Complete	
IR2010JB	JAPANESE CULTURAL CENTRE RENOVATION	\$199,536.00	\$164,110.34	-17.75%	36	70	Complete	92.50%
IR2010JD	NATURE PARK HOUSE - UPGRADES AND RENOVATIONS	\$219,766.00	\$175,692.25	-19.96%	48	67	Complete	96.50%
IR2010JD.1	NATURE PARK HOUSE GARAGE - REPLACE ROOF	\$15,114.00	\$17,105.56	13.18%	15	4	Complete	95.00%
IR2010JD.1.1	NATURE PARK HOUSE GARAGE - REPLACE ROOF	\$200.00	\$181.13	-9.44%	2	1	Complete	95.00%
IR2010JD.2	NATURE PARK PAVILION GARAGE - DEMOLITION AND REBUILD	\$47,594.00	\$44,610.35	-6.27%	15	76	Complete	95.00%

Subcontractor Diversity Metric

J11-01-7029A.0 911 Call Center Tenant Improvements		\$473,372.37	LBE	Subcontract Value
	AJ'S Painting			\$33,000.00
	Architectural Millwork, Inc.			\$7,400.61
	Bacon Plumbing		<input checked="" type="checkbox"/>	\$9,637.97
	Kirk Builders		<input checked="" type="checkbox"/>	\$45,343.53
	Linoleum Larrys Inc		<input checked="" type="checkbox"/>	\$25,803.87
	No SubContractors Input			\$0.00
	R.H. Tinney			\$5,484.60
	Ranis Construction & Electric		<input checked="" type="checkbox"/>	\$108,262.95
	RLH			\$11,169.45
	Tear-N-it-Up			\$4,926.70
	Wester Acoustics			\$55,992.29
<b>Total Subcontracted Value :</b>				<b>\$307,021.97</b>
<b>Total LBE Value :</b>				<b>\$189,048.32 39.94%</b>



# Management Summary

**Every business day, over \$6,000,000 in maintenance, repair and construction work is completed with Job Order Contracting (“JOC”) programs that The Gordian Group implemented and supports.** This work is being accomplished faster and less expensively than our clients across the country had previously thought possible based on their experience with traditional construction procurement approaches. These results are being achieved with a turnkey Gordian JOC solution tailored to meet each client’s needs. For over 24 years, and for more than 200 clients, Gordian’s solutions have delivered reliable, responsive and fiscally responsible results that are unmatched.

This proposal addresses the Commonwealth of Pennsylvania Department of General Services’ (the “State”) RFP for a Job Order Contracting Program Consultant. JOC will rapidly engage contractors for small and medium sized construction related projects. As specified in the RFP submittal requirements, The Gordian Group will detail exactly how we will approach our work for the State to deliver a program and on-going support that will yield unprecedented repair, renovation and straight forward construction success.

The Gordian Work Plan revolves around our comprehensive JOC solutions and details its four major resource components of Data, Technology, People and Process. Our Construction Cost Database, the largest of its kind, will be the starting point for compiling the State’s specific tasks for the Construction Task Catalog. Second, The Gordian Group will apply our industry leading software program, eGordian, to meet the State’s unique data tracking and reporting requirements, and fully support all aspects of the State’s JOC program. Third, Gordian will meet the State’s needs with both a company support structure and a high performing team that is responsive and reliable in both implementing and supporting your JOC program. We will apply our proprietary process to identify the State’s needs and ensure a successful, customized Job Order Contracting program.

Because Gordian is the firm that developed, implemented and currently supports the State’s JOC program, it will not be necessary for us to re-perform many of the JOC program development and implementation tasks specified in the RFP. However, for the reader of this proposal that may not be familiar with the steps necessary to fully develop, implement and support a JOC program, a complete description of our approach to providing the services is presented in this proposal. It should be noted that many of the tasks associated with the development of a new program described below are repeated throughout the process of supporting an existing program and that **The Gordian Group will provide any and all services required by the RFP or offered in this proposal to ensure that the State continues to have a successful JOC program.**

The Gordian Group has shaped the JOC landscape over the years and has significant success developing and supporting JOC programs for municipalities and transportation clients across the country. Our proposal will elaborate on this experience and how the Gordian’s JOC solutions have slashed procurement and construction time and enabled clients to save money and accomplish more for their constituents. Our clients have achieved this along with better quality, better contractor relations, increased contractual control, far fewer claims and changes, and greater MWBE utilization results, too. These are the reasons we have won the accolades and



continued loyalty of our clients and our JOC System has won awards including the NIGP's National Best Practice Award and NAHRO's Merit Award for Administrative Innovation.

Gordian has assembled a team of over 180 JOC experts throughout the country that have extensive experience in all areas of consulting, planning, engineering, construction, automated management systems, training, operations and maintenance. As industry leaders, we 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. The Gordian Group has hand-picked a team for the State's JOC program that has a proven track record of working together and bringing strong expertise, responsiveness and client focus together on behalf of their clients. Lead by Dan Cook, the team's complete backgrounds are detailed in Section 5.

Gordian's Information Management System, eGordian, will meet and exceed all requirements specified in the RFP. Web-based, and therefore within reach of anyone with an Internet connection, eGordian is the most comprehensive and widely used JOC information management software available. It is also the only software designed to manage administration of the entire JOC process.

The State will receive comprehensive training that has been fine-tuned over the last two decades. The training program is organized as a series of five independent course modules. This "cafeteria structure" allows us to train selected groups in only those modules of value to them.

The Gordian Group will provide assistance and counsel to the State during the entire term of the contract. **Our reputation has been built on the service we provide to our clients.** In addition to providing refresher training for your current staff, we will provide full training throughout the term of the contract to all new staff and new JOC contractors. During the term of the contract, we will prepare a new Construction Task Catalog and Technical Specifications for each new JOC contract solicitation, assist with modifying Execution Procedures as your JOC program matures, assist with procuring new JOC contractors, and generally provide guidance and answer any questions that you may have. We will take each and every step required to assist the State in maintaining a successful JOC program.

**A Gordian JOC solution will provide several deliverables for the State:**

**The Gordian Group will provide the State with a license to our proprietary JOC System for the State's JOC program for the term of the contract.** The license includes a Unit Price Book (which we call a Construction Task Catalog), eGordian software and various supporting materials.

**The Gordian Group will customize our Construction Task Catalog for the State's use from our database of approximately 275,000 construction and demolition tasks.** Each task will be locally priced for the State and supported by detailed written Technical Specifications prepared by our in house specifications staff. The Construction Task Catalog and Technical Specifications will be delivered to the State in both hard copy and electronic form compatible with all Windows operating systems and our JOC information management software, eGordian.



**The Gordian Group will prepare Contract Documents**, which includes developing JOC specific language and requirements for the Contract and General Conditions and the Bid Documents that will be used to procure the State's JOC contractors. Other document preparation services we provide include developing State specific Execution Procedures and a JOC Training Program that incorporates actual State projects into the on-site training. The Gordian Group also provides comprehensive marketing support to increase the number and quality of bidders resulting in more competitive bids and better JOC contractors.

**The Gordian Group will provide our JOC information management software, eGordian**, which automates the JOC process including generation of all required forms, Price Proposals, independent estimates, and information management, as well as other search, retrieval, and reporting functions. The Gordian Group will develop and conduct training sessions for both State and JOC contractor staff in the use of the automated system.

**The Gordian Group will provide on-going technical support for the State's JOC program for the contract term.** Technical support includes updates to the Contract Documents, Construction Task Catalogs and Technical Specifications, additional contractor procurement, training, eGordian software upgrades and technical support available during normal business hours five days per week.

**The Gordian Group will provide Job Order development services for every 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 client is paying for the correct tasks in the proper quantity and at the correct competitively bid price. It is very important that qualified project managers develop each and every Job Order.

**The Gordian Group will provide construction management services for every Job Order.** Our construction management services provide on-site construction management experts, using our proven methods, to carry out day-to-day JOC operations and relieve a client's project workload burden. Our staff becomes your staff. We bring unparalleled expertise to get Job Orders completed on time and on budget.

## Compliance

In addition to the deliverables described above, The Gordian Group will comply with the Information Technology Policies issued by the Office of Administration as described in Part I-29 of the RFP. The Gordian Group will also comply with the Hosting Requirements as set forth in Appendix J of the RFP.

## Emergency Preparedness

The first defense in disaster and emergency preparedness is to implement redundancy in all mission critical processes. The Gordian Group's mission critical processes include the following:

- eGordian® JOC Application
- Telephone Communications System



- Email Service
- Gordian Websites
- DMAP® Software
- File Servers

#### eGordian® JOC Application

The Gordian Group provides eGordian, our proprietary Job Order Contracting (JOC) information management system to all of our clients to serve as their JOC information management tool. eGordian is The Gordian Group's most mission critical IT asset. eGordian is hosted at the Rackspace Chicago datacenter. A redundant server farm has been established at Rackspace Virginia datacenter.

In the event of a server failure at primary Rackspace site, users are directed to the redundant site.

#### Telephone Communications System

The Gordian Group's clients and employees are located throughout the United States. Telephone communications are vital to providing superior service to our clients, as well as our employees. The Gordian Group's telephone communications system consists of land-line systems in the Greenville and Duluth offices and cellular telephones provided to all field employees and some office employees.

In the event of a disaster or major failure of telephone communications system in the Greenville office, cellular telephones will serve as the first line of redundancy. In the event the failure is expected to last more than 24 hours, The Gordian Group will instruct Windstream Communications to redirect all telephone lines to a series of linked cellular telephones that will allow multiple calls to be taken through the primary telephone number.

#### Email Service

The Gordian Group uses Microsoft Exchange technology for email. Email services are divided into two uses: business email used by Gordian employees, and eGordian® email used by our customers and their contractors. Email is hosted on a mail server in Rackspace with replication to Mimecast, which also provides our spam filtering and archiving.

#### DMAP® Software

The Gordian Group uses DMAP (Document Management and Publishing), an internally developed software application, to manage the data, pricing and publishing of the Construction Task Catalogs® we license to our clients. DMAP is hosted on servers in the Greenville office and is replicated to a second set of servers in the Greenville office and to servers at the immediate redundant site.

In the event of a disaster at the Duluth office, employees can work temporarily at the Greenville office or they can access DMAP from their home. In the event a disaster



causes both offices to be out of service, delaying the publishing of Construction Task Catalogs for several days will occur until temporary office space is established is acceptable.

### File Servers

The Gordian Group hosts File Servers, in the Greenville office. File Servers contain all documents and files generated and maintained internally by The Gordian Group.

The File Servers are replicated to a second set of servers in the Greenville office, off site backups are utilized for redundancy.

Ensuring the IT infrastructure and lines of communication remain open is the critical component to addressing any emergency or disaster, and minimizing the interruption to the services described herein.

### Commitment

**We are proud of our 25-year record as the pioneer in JOC and we will be dedicated full-time to producing and maintaining the state-of-the-art software, documents and procedures necessary to make your JOC program successful.**



# Small Diverse Business Participation

The Gordian Group proposes to utilize JEM Group LLC as an SDB-certified subcontractor to provide Job Order development and construction management services alongside Gordian's internal project managers. The JEM Group's SDB certification is provided on the following page.

The Gordian Group will commit to utilizing JEM Group on ten percent (10%) of this project in relation to the overall cost submittal. This represents approximately \$188,884.86 based on the proposed contract pricing and the estimated construction volume of the State agencies during the previous 3 years. This amount will vary based on the actual construction volume procured through the program, but Gordian intends to utilize JEM Group for a minimum of 10% of the actual cost. JEM Group will perform Job Order development and construction management tasks during the initial term of the contract at various locations as required by the State.

The JEM Group's signed Letter of Intent is included herewith, along with the contact information for Jessica Meyers, Owner/President of the JEM Group. I have also provided resumes for the JEM Group employees designated to work on this project provided an award is made to The Gordian Group. More information on JEM Group is available at [www.jemgroup.net](http://www.jemgroup.net).



# Work Plan

## Overview

The Gordian Group has been providing Job Order Contracting (“JOC”) solutions to help facility and infrastructure owners, like the Commonwealth of Pennsylvania Department of General Services (the “State”), 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.

This proposal addresses the State’s RFP for a Job Order Contracting Program Consultant to implement and support a State JOC program to rapidly and cost effectively engage contractors for construction related projects. In accordance with the RFP submittal requirements, The Gordian Group will detail exactly how we will approach our work to deliver the JOC program and provide on-going support that will yield unprecedented repair, renovation and straight forward construction success. **The Gordian Group will provide any and all services required by the RFP or offered in this proposal to ensure that the State implements and maintains a successful JOC program.**

JOC enables facility and infrastructure owners to efficiently complete a series of projects with a single, competitively bid contract. The Job Order Contract defines the overall relationship between the owner and the contractors. Each Job Order Contract is awarded through a competitive bidding process for an indefinite quantity of construction work, typically has a term of one or more years, and features an estimated or maximum dollar value. An Implementation Schedule showing the process for implementing a JOC program is provided at the end of this section, which includes the allotted time for each material task. We will utilize this process to develop, implement and support a JOC program customized for the State. The number of person hours dedicated to each task will depend on a number of factors including document review deadlines, software integration tasks and the determination of how many JOC contracts will be solicited and awarded. These factors can vary substantially and the person hours allocated to each task cannot be accurately predicted at this time.

Our Work Plan uniquely crafts the four major resource areas of Data, Technology, People and Process to create the industry leading and tailored programs we build. Gordian’s Construction Cost Database, the largest of its kind, will be the starting point for compiling the SPECIFIC cost items for each Construction Task Catalog (also known as a unit price book). Second, we will provide a license to our one-of-a-kind software program, eGordian, to meet the State’s unique reporting requirements and seamlessly support all aspects of the JOC programs. Third, Gordian provides reliable, responsive and tested experts to ensure your programs’ success through both a company support structure and local assistance from our Southeast Region team.

Gordian has assembled a team of over 180 JOC experts throughout the country with extensive experience in all areas of consulting, planning, engineering, construction,



automated management systems, training, operations and maintenance. As industry leaders, we 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. The Gordian Group has hand picked a team for the State's JOC programs that has a proven track record of working together and bringing strong expertise, responsiveness and client focus together on behalf of their clients. Led by Dan Cook, the team's complete backgrounds are detailed in Section 5.

Gordian's Information Management System, eGordian, will meet and exceed all requirements specified in the RFP. Internet based and, therefore, within reach of anyone with an Internet connection, eGordian is the most comprehensive and widely used JOC information management software available. It is also the the only software designed to manage administration of the entire JOC process. We will tailor it's use to meet the individual needs of the State.

Personnel from both State agencies will receive training that has been fine tuned over the last two decades. The training program is organized as a series of five independent course modules. This "cafeteria structure" allows us to train selected groups in only those modules of value to them. This modular approach eliminates wasteful duplication and lost time on the part of your staff. Training modules include: JOC Overview, JOC Terms and Conditions, JOC Execution Procedures, eGordian, and JOC Refresher for Project Managers.

We will provide assistance and counsel to the State during the entire term of the contracts. **Our reputation has been built on the service we provide to our clients.** In addition to providing refresher training for your respective staff members, we will provide full training throughout the contracts to all new staff and new JOC contractors. We will prepare a new Construction Task Catalog and Technical Specifications for each new JOC contract and we will assist with Execution Procedures, procuring new JOC contractors and generally providing guidance, and answering questions. We will take each and every step required to assist the State in maintaining successful JOC programs.

For the State JOC program, we offer our standard pay for performance price philosophy where the client pays nothing up front and is only charged as they use the system as a percentage of construction spending. Decades have shown that this practice brings the best results. All of the initial development for the program can be completed concurrently within 120 days of a Notice-to-Proceed according to the implementation schedule that immediately follows this section.

The Gordian Group has shaped the JOC landscape over the years and has significant success developing and supporting best-in-class JOC programs for municipalities and infrastructure agencies across the country. This proposal will elaborate on our experience and how the Gordian JOC Solution has slashed procurement and construction time and enabled clients to save money and accomplish more for their constituents. Our clients have achieved this along with better quality, better contractor relations, increased contractual control, far fewer claims and changes and greater SDB utilization results, too. These are the reasons we have won the accolades and continued loyalty of our clients and our work has won awards including the NIGP's National Best Practice Award.

The Gordian Group previously developed and implemented the initial JOC program at the State under a contract awarded in 2007. Since then, we have continued to improve our JOC solutions, and we are very excited about the opportunity to renew our relationship with the State.

The Gordian Group's success is the result of our experience, innovation and willingness to invest in state-of-the-art products and to follow best practices. **We have developed a wealth of related data, technology, process and human resources that are unmatched in the industry.** A summary of each of these components, followed by a more 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 process 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, with the help of our field staff. The Gordian Group publishes a customized, client specific Construction Task Catalog from the Construction Cost Database for each JOC construction contract. Our team will ensure that **only the specific tasks required by the State, no more, no less, will be included in the Construction Task Catalog, and each task will be accurately priced for the local market.**

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. The end-product usually contains components from all three sources.

## 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 the State’s JOC program. With the JOC System License we provide, the State can equip any number of users with eGordian access to generate all of the documents and forms required for the JOC process, including the contractor’s Price Proposals, the State’s independent cost estimates, Job Orders, and all management and performance 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 300 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, Rockland, 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 will follow to identify the State’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.

**The Gordian Group will provide on-going technical support for the State's JOC program for the duration of the contract term**, including outreach and education initiatives, JOC program updates to the Contract Documents, Construction Task Catalog and Technical Specifications, additional contractor procurement, contract implementation support and training, and eGordian maintenance, upgrades and 24/7 support. The Gordian Group will work closely with the State's information technology department to configure, test, deploy and support the system software.

A complete detailed explanation of each phase of The Gordian Group's process for developing the State's JOC program appears below. We will take the confusion out of Job Order Contracting and create a customized and effective JOC program for the State.

## Program Development

**The Program Development process incorporates all the activities necessary to establish the structure of the State's JOC program.** While JOC is a method of procurement, it is very different from the traditional methods and many factors must be considered when organizing a JOC program. We will assist the State 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 and infrastructure owners.

To ensure a successful JOC program, the proper policies and procedures must be prepared and implemented. Our experience will enable us to develop a comprehensive set of Execution Procedures that adhere to the State's general operating and organizational philosophies, as well as the applicable provisions of the California Public Contract Code governing Job Order Contracting. These Execution Procedures 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?

- **SDB 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 State 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. A sample Execution Procedure is included in Section A of the Appendix.

### Document Development Process

**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, the State's 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 prepares all of the Job Order Contracting Documents for the State** including the Construction Task Catalog, Technical Specifications, Contract and General Conditions, and Bid Documents. No other firm provides this level of service.

### Gordian JOC Documents

- ✓ Construction Task Catalog
- ✓ Technical Specifications
- ✓ Contract & General Conditions
- ✓ Bid Documents

### Construction Task Catalog

During the past 25 years, our team of experienced cost estimators led by Mike West, a Certified Cost Engineer, has prepared more than 2,500 customized Construction Task Catalogs, specifically designed for JOC programs. We have customized Construction Task Catalogs 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 the State's staff to ensure the appropriate maintenance and construction related tasks are included in each Construction Task Catalog.

		Exterior Improvements	32
		Bases, Ballasts, And Paving	32 10
		Unit Paving	32 14
		<b>32</b>	
MINOR CSI UOM DESCRIPTION	TOTAL DIRECT UNIT COST	DEMOLITION UNIT COST	
<b>32 16 Curbs, Gutters, Sidewalks, And Driveways</b> (32 16)			
<b>32 16 13 Curbs And Gutters</b> (32 16)			
<i>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'.</i>			
<b>32 16 13 13 Cast-In-Place Concrete Curbs And Gutters</b> (32 16 13)			
<i>Note: Includes concrete, forms, rebar, chairs (where necessary), expansion joints, finish and curing.</i>			
<b>32 16 13 13-0001 Concrete Curb, Cast In Place</b> (32 16 13 13)			
<i>Note: Includes delivered concrete, forms, rebar, chairs (where necessary), expansion joints, finish and curing.</i>			
32 16 13 13-0002 LF 6" X 12" Cast In Place Concrete Curb	7.18	3.23	
For Up To 20, Add	4.63		
For >20 To 50, Add	2.27		
For >50 To 100, Add	0.88		
For >500 To 1,000, Deduct	-0.88		
For >1,000, Deduct	-1.50		
32 16 13 13-0003 LF 6" X 12" Cast In Place Concrete Curb - Radius	8.18	3.72	
For Up To 20, Add	4.63		
For >20 To 50, Add	2.61		
For >50 To 100, Add	1.01		
For >500 To 1,000, Deduct	-1.01		
For >1,000, Deduct	-1.72		

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 Catalog. That allows us to be extremely accurate. The pricing of the Construction Task Catalog will be specific for the State and will incorporate current

actual local equipment and material prices, along with local area prevailing wage rates. When contractors have confidence in a Construction Task Catalog, they will offer the State 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 1,000 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 the State. These new tasks will be for the exact construction product or material that the State requires for its projects including, if necessary, unique owner supplied material and equipment.

**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 this 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.





### Benefits of a Gordian Group JOC

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

**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. The State will pay less for construction and enjoy the following benefits, too:

**The State 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 the State which will be 100% customized, 100% accurate, and include the exact tasks necessary for your JOC program.

A sample of a Construction Task Catalog prepared by The Gordian Group is provided in Section B of 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 also allow the State the flexibility to standardize equipment and materials. Preferred vendors and suppliers can be incorporated into the Technical Specifications with the State having the final approval of “or equal” substitutions.

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

## Contract Documents

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 breakdown the non-adversarial relationship that is essential to a successful JOC program. The challenge of creating these documents is that standard State 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 the State. Michael Ledford, our Director of Development and Implementation, and a licensed attorney, 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 State’s 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.

## Document Preparation

The Gordian Group will prepare a draft set of Contract Documents for review by the State. 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 the State.



## Procurement Support

This phase incorporates all the activities necessary to establish the structure of the State's JOC program, inform internal State 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 and Outreach Program

The Gordian Group proposes to coordinate and conduct the external marketing of the JOC concept to the local contractor community. 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.

### Internal Marketing Program

The Gordian Group will conduct internal marketing of the JOC program by holding orientations and seminars for the State. These orientations and seminars are essential in obtaining staff support and cooperation.

### 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 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 the State the very best qualified contractors at a meaningful, competitive price.

## SDB Utilization

The Gordian Group is pleased to utilize the SDB firm of JEM Group LLC, in providing the services set forth in the RFP. The utilization is described in the SDB Participation Submittal in greater detail.

We are committed to helping the State provide opportunities for SDB firms, and we are confident of our ability to help the State maximize opportunities through the JOC program.

In addition to the SDB participation outlined above, Gordian's JOC program will increase the State's SDB participation through the JOC construction contracts put in place. If the JOC contractor does not fulfill the State's diversity goals, then the State has the option to discontinue awarding work, provided they have fulfilled the minimum award requirement. There are two primary ways that diversity participation can be attained.

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

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

These capabilities provide a significant advantage over any other contracting method, and will help the State identify and fulfill your diversity goals. For example, The City of Chicago has a proven track record of enhancing M/W/DBE participation during the past 20 years. While the City's M/W/DBE participation goal is 32%, it has actually achieved participation levels of 46% through its JOC program. Shown below are the examples of the diversity participation several of our clients achieved in their JOC programs.

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

We are committed to helping the State provide opportunities for SDB firms, and we are confident of our ability to help obtain diversity participation at a level similar to what other clients have achieved. To support this commitment, functionality has been incorporated into our eGordian JOC information management application to enable the State to monitor and record the SDB diversity participation in your JOC program.

### 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 the State's JOC program.

**Gordian's 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 the State will receive with a Gordian JOC 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 the State 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.”*

The State 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 can be viewed in Section VI (d) of the proposal.

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 make custom changes to components, add or change users and groups, and configure security settings. It starts with the administrator's module. Only administrators can see this module in the software. From there administrators can manage security settings.

Administrators use this tool to establish users and groups, add users to groups, and apply permissions for each user and group as needed. The administrator can apply, read, modify and delete privileges for users and groups at any level in 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 and supports eGordian. They are available 24 hours a day, seven days a week. When you need help, we are there.

eGordian is a web-based information management tool that aids 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 as described on Pages 3-26 and 3-27.

## 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 SDB 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 SDB**

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. While eGordian does not currently have the capability to



- **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 Crystal Reports, the leader in data formatting and reporting. This will give you the power to create forms and documents needed for JOC like never before. 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. Forms are easily organized with the same interface that you use to organize your JOC information. You can also link forms and reports to any icon in the explorer to give you one button printing. A sample form is provided in Section E of the Appendix.



- **Management Reports**

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

- **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**

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

## 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 Dell cloud to insure maximum uptime. 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.

### Implementation & Training

The Implementation and Training phase incorporates all the activities necessary to implement the State’s JOC program.

#### Implementation

The Gordian Group can develop and implement a JOC program for the State within 120 days of the receipt of a contract. We have an outstanding track record of developing JOC programs within or ahead of the established schedule for every client. The fastest start-up in the history of The Gordian Group was Kern County, California. The County desired a fast track start to avoid losing some year-end funding. With cooperation from County staff, we were able to open bids 50 days early. The key events and delivery dates are shown below.

Scheduled Item	Days Elapsed
Kick-off meeting with Kern staff	1
1 <sup>st</sup> Draft JOC document preparation	15
Pre-bid meeting	55
Bid opening	70

For the New York Department of Education, we developed the JOC program and opened bids 30 days ahead of schedule. The first JOC contract was awarded by the Department in the middle of June 1996. The Department of Education’s JOC program remains active today with 12 JOC contracts and an annual capacity of over \$32,000,000. The numbers of days to complete each activity are shown on the next page.



Scheduled Item	Days Elapsed
Kick-off meeting with DOE staff	1
JOC document preparation	56
Pre-bid meeting 1	70
Pre-bid meeting 2	83
Bid opening	90

**Meeting the 120-day schedule provided at the end of this Section will require working as a team.** Timely response from the State's staff to our requests for information and requests to review draft documents is critical to the development and implementation process. We are aware that your staff has multiple demands placed on them in addition to your JOC program. Experience has shown us that it is best to work in our client's facilities during the early stages of the contract, so we are available to meet with client staff at their convenience. We request that the State assume the following duties and responsibilities:

1. Review all documentation and requests for information submitted by The Gordian Group in a timely manner.
2. Provide full information regarding requirements for the JOC program, including but not limited to, facilities lists, current Owner procedures, programs, technical specifications and bidding information.
3. Designate, in writing, a representative who shall render or obtain decisions pertaining to the JOC program in a timely manner.
4. Provide work space and access to the Internet, copiers, printers, facsimile machines, and local telephone service for use by Gordian's on-site JOC development staff, which shall consist of two on-site employees during the program development phase and one employee during implementation and support phases.
5. Provide reproduction services for the Construction Task Catalog, Technical Specifications, Contract and General Conditions, Instructions to Bidders and Bid Forms, including the bid packages distributed to construction contractors.

## 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 the State and JOC contractor staff will receive specialized training. The Gordian Group training plan is detailed in Section 6 of the proposal in accordance with the RFP requirements.

## Technical Support

The Gordian Group will provide technical 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 State's JOC program as follows:

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

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

- Train State staff to administer the JOC program.
- Conduct complete training sessions on an as needed basis for new State and JOC contractor staff in the execution of JOC and the use of the eGordian software.
- Conduct periodic refresher training sessions for existing State staff and JOC contractors in the execution of JOC and the use of the eGordian software.



- Continue to develop and customize the Execution Procedures, training materials, forms and reports to facilitate the management and execution of JOC.
- Work closely with the State and participating agency staff and the JOC contractors to ensure that both parties are executing JOC in accordance with the established procedures.
- Assist the State in dealing with the contractors to ensure that they have adequate and experienced staff and are meeting the terms of the contract.
- Provide 90 days onsite at the Pennsylvania DGS Department of Public Works building beginning with the award of the initial JOC contract. Onsite assistance will be provided beyond the initial 90 day period on an as-needed basis.

### Software Support and Maintenance

The Gordian Group has configured, tested and is currently maintaining eGordian for over 700 locations. After your system is up and running effectively we will provide the following technical support services for the eGordian software using multiple communication methods to serve the State in a convenient and efficient manner.

- **On-Site Personnel**

Many support tasks, including additional training, report writing, and merely answering basic questions, will be handled by our on-site representative. Our representatives have extensive experience in eGordian and can handle almost every assignment without additional assistance. Our representatives have conducted a substantial number of eGordian training sessions and have customized some of the most challenging reports for our clients. We believe that working on-site is the best way to accomplish most tasks.

- **Remote Access**

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

- **Toll Free Support Line**

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



The primary reason JOC programs developed and implemented by The Gordian Group are so successful is the on-going support we provide to our clients. We frequently receive letters and emails from both clients and contractors regarding the quality of our service. A few of these are provided below:

*“Once again the Gordian Group and all their support people have risen to the occasion. Through all their efforts in bringing me up to speed with [the software], the construction management staff here at CSULB has been able to turnaround in record time a very important project in the SSPA facility. Thanks again to Dave Velarde, Kris, Mona, and Neil and the other staff members whom have gone out of their way to bring success to this process. Without Neil this would not have happened, and I cannot even begin to tell you what the ramifications would have been if we could not have pulled this off for summer construction. Once again thanks to all at Gordian. You all are the "BOMB". ”*

Patrick Farrell  
Sr. Planner, Estimator, Scheduler  
California State University, Long Beach

*“Dear Mr. Coffey,*

*In this construction business we're in, it seems everyone takes the time to complain about things that aren't quite right, but not many compliment those that are exceptional. I would like to take the time to convey my appreciation for the outstanding job that your team has been doing for us here in the Bay Area and Sacramento. I have worked with Phil Rubino and Alex McManus for over 5 years now while I was employed by two different companies. Their professionalism, courtesy, and willingness to go that "extra yard" to help all involved in these projects are a credit to your firm. We have not worked as long with Mr. Rex DeMartini up in Sacramento, but he certainly has exhibited that same spirit to date. I would also like to compliment Mr. Neil Tuck. This man has been very patient with all of our people in dealing with our various requests and questions, especially while changing over to the [new] system, and does it in a cheerful, courteous manner. Kudos to your team--they have done you proud!!”*

Charles Terrazas  
Construction Manager  
Staples Construction

*“Clint,*

*I just wanted to send you an email to show my appreciation for the tremendous amount of help and assistance that Michael Kahl has provided me over the years. He is virtually always accessible, whether he is driving down the interstate, at an office or somewhere else, and if not immediately available, his voice mail response is prompt. This gentleman is indeed a remarkable asset to your organization and as such, I feel that his efforts should clearly and openly be applauded. ”*

Michael R. Mace  
EFSO Project Manager



## JOC Program Technical Support Services

A detailed list of Gordian's JOC program technical support services provided by Gordian is as follows:

### Program Support

- Provide strategic guidance to the project team
- Monitor program performance, as requested
- Integrate successful experiences from other agencies using JOC
- Identify and consult on major program issues
- Provide guidance and interpretations on procedures
- Assist with interpretation of the Construction Task Catalog including:
  - Resolve Construction Task Catalog issues
  - Manage revisions to the Construction Task Catalog
- Conduct annual on-site reviews of the JOC program, as requested
- Prepare program evaluations, as requested

### Procurement & Document Maintenance Support (On-Site)

- Provide assistance with modifications to the Contract and General Conditions
- Provide assistance with modifications to the Instructions to Bidders
- Conduct research to identify recurring use of non-prepriced tasks
- Coordinate preparation of updated Construction Task Catalogs
- Coordinate preparation of updated Technical Specifications
- Conduct informational seminars for local groups, as requested
- Assist with bidding new JOC contracts including:
  - Conduct pre-bid meetings with potential contractors
  - Assist with bid review and JOC contractor selection, as requested

### Procurement & Document Maintenance Support (Off-Site)

- Update and enhance the customized Construction Task Catalog<sup>®</sup> including:
  - Maintain the integrity of the CSI numbering system
  - Improve task descriptions
  - Develop new tasks for recurring non-prepriced tasks
  - Remove outdated tasks that are no longer used or available
  - Monitor local area pricing
  - Incorporate current construction practices and materials
  - Publish a new Construction Task Catalog<sup>®</sup> for each additional solicitation
- Update and enhance customized Technical Specifications including:
  - Develop new specifications for recurring non-prepriced tasks
  - Incorporate current construction practices, standards and materials
  - Publish new Technical Specifications for each additional solicitation
- Update the Training Manual to reflect any changes in procedures
- Conduct JOC procedures refresher training for staff, as requested
- Conduct JOC procedures training for new staff
- Provide hands-on training for new staff in the areas of:
  - Project identification and development
  - Joint scope meetings
  - Project scope development
  - Proposal development and preparation
  - Proposal review and variance resolution



- Conduct eGordian® software training including:
  - Provide on-site software assistance, as needed or requested
  - Provide refresher training for current staff
  - Provide on-site/Internet based training for new releases of the software
  - Provide on-site/ Internet based training for all new staff
  - Provide Internet based training for current and new staff

**Software Support**

- Provide unlimited access to the eGordian® software
- Provide software technical support, including:
  - Maintain software access for staff
  - Set-up software access for new staff
  - Provide systems support in connection with the software
- Provide access to all new releases of the software
- Write, test and finalize modifications to existing reports, as requested

**Job Order Development**

Many of our clients have realized that utilizing Gordian’s expert Project Managers to perform Job Order development services is a quick, cost-effective way to ensure that Job Orders are developed properly, and that they are paying for the correct tasks at the correct quantities, and at the correct adjustment factor.

Developing the Job Order, which is referred to as “Job Order Project” services in the RFP, is the most critical step in the JOC process for controlling costs because this is the step where it is determined that the State is paying for the correct tasks in the proper quantity, and at the correct competitively bid price. It is very important that qualified project managers develop each and every Job Order.

The diagram below displays all of the steps involved in developing a Job Order, which are described in detail below.



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

Utilizing Gordian's Job Order development services will ensure that each Job Order provides the full value of JOC to the State. Our Project Managers will ensure the State's JOC contractors are delivering clean, auditable proposals, and that the State is only paying for the work that is performed. This will enable the State to optimize the cost savings available through JOC, while also maximizing the number of projects completed.

## Construction Management

In addition to providing comprehensive JOC systems and services, The Gordian Group will provide construction management services in accordance with the RFP. Gordian can provide on-site construction management experts, using our proven methods, to carry out day-to-day JOC operations and relieve the State's project



workload burden. Our staff becomes your staff. We will bring unparalleled expertise to work for the State from the start to get Job Orders completed. Our construction management services are a cost effective and flexible construction management solution.

The Gordian Group will provide full “cradle to grave” support for each JOC project assigned. Our overall Construction Management strategy is designed around a four step process.

### Comprehensive Planning and Communication

It is our experience that organization is critical to providing successful Construction Management Services. Upon being selected, Gordian will work with State staff to develop an overall JOC work plan that enumerates key elements including project descriptions, corresponding timelines, initial budgets, and key stakeholders. This work plan will provide a road map for the successful execution of JOC projects. In addition to comprehensive planning, we believe frequent and effective communication is also critical to success. As part of your workforce, Gordian understands that its role is to support the State’s efforts to obtain high-quality, cost effective construction. To that end, we will communicate with the appropriate stakeholders on a consistent basis, ensuring that the State is apprised of any and all issues on the projects to which we are assigned. This practice ensures that the State can proactively address any potential problems and, with Gordian’s assistance, formulate well-conceived solutions to any challenges that arise.

### Effective Staffing and Execution

**We have assembled an experienced, hard working, flexible and ethical team** to efficiently perform the construction management tasks for each assigned project. Our philosophy is to start out aggressively and stay ahead of schedule. We realize that each day is critical in order to accomplish a large number of projects within a given time frame. No step in the process can be delayed. Our staff are experts in the Gordian JOC process, will be fully trained in the State’s JOC program Execution Procedures, and will produce positive results immediately.

Our construction managers are responsible for projects from beginning to end. Since public sector construction must sometimes be performed after traditional business hours, our team will schedule our work accordingly and, when necessary, be available to scope and manage work in the evening, and on weekends and holidays.

Our construction management team will be supplemented by or SDB certified subcontractor, the JEM Group. JEM Group is a Harrisburg, PA based construction services firm with more than ten (10) years of experience in the construction industry, including substantial experience in public construction projects.

### Constant Evaluation and Measurement

**We develop tracking reports for each JOC construction contractor and for each of our construction managers.** Every week we will meet with each JOC construction contractor at an assigned time to review progress on their assigned projects. We will keep minutes of the meetings, record and evaluate any delays, and establish what steps must be taken to get projects back on track. The meetings and evaluation process will include not only construction, but also Gordian’s unique Job Order development process described in a previous section, which includes the Joint

Scope Meeting, preparing the Detailed Scope of Work, monitoring the Price Proposal due date, reviewing the Price Proposal, and issuing the Job Order. The importance of each of these steps cannot be overlooked. We know that a delay in issuing the Job Order is the same as a delay in construction.

We will conduct weekly staff meetings to review progress on individual projects, quickly identify problems and implement solutions. Typically, we meet with our staff first, then call in the JOC construction contractors to review any issues. We have found this to be the best method for a quick resolution of problems.

Our construction managers are required to update the milestone dates for their projects on a weekly basis in eGordian, our proprietary JOC information management software. We also track the critical milestones developed for the overall program. The result of our progress is and will continue to be reported in a format and at the intervals deemed appropriate by the State.

## Development and Implementation of Improvements

If any milestone is in jeopardy of being missed, or if a JOC construction contractor is not meeting the State's required performance goals, we will develop a strategy to correct the problem. For example, if an increase in assigned work creates a situation where projects cannot be scoped in a timely manner by our staff, we will supplement our staff with additional construction managers. Our utilization of JEM Group as a subcontractor with an established construction management presence in the State will provide access to the personnel needed to provide immediate reinforcements and to offer additional training as required.

We also strive to maintain a good relationship with the JOC construction contractors, which we can, and do, draw upon to motivate them and to correct deficiencies in their performance. We understand the problems that contractors face each and every day and we know how to correct them within the system. We can do more than threaten a JOC construction contractor with default. **We know what it takes to be a successful JOC construction contractor and we use that perspective to assist the contractor.**

## Scope of Services

After the Job Order has been developed and issued, Gordian will provide services through Job Order close out. A summary of Gordian's standard activities during the construction phase, which can be customized to meet the State's needs, is as follows:

- **Preconstruction** – First, a Gordian construction manager will conduct a pre-construction meeting with the State representative(s), the JOC construction contractor and, if applicable, the architect or engineer. The construction manager will coordinate and share any preconstruction information with the State, the JOC construction contractor and other appropriate parties, and will assist in the coordination of the JOC construction contractor obtaining the necessary permits.
- **Site Visits** – During construction, the Gordian construction manager will monitor the JOC construction contractor's work in-progress, manage the JOC construction contractor's compliance with the approved safety plan and complete a report for each site visit.



- **Communicate** – The Gordian construction manager will provide weekly construction status reports to the State, conduct project progress meetings with all JOC construction contractors and staff on a periodic basis, and coordinate any required technical and code inspections.
- **Supplemental Job Orders** – In the event there are unforeseen conditions or the State requests changes to the scope after the work has begun, the Gordian construction manager will analyze and process a supplemental Job Order by utilizing the procedures used to develop the initial Job Order.
- **Approvals** – The Gordian construction manager will review and approve, or direct necessary revisions to, the JOC construction contractor's applications for payment and obtain the State's approval of the work. Final acceptance of the work will be the responsibility of the State. Technical and code inspections will be the responsibility of the appropriate inspection agencies.
- **Project Close-out** – As the final step in the process, the Gordian construction manager will enter all Job Order related information into the eGordian information management system and collect any required as-builts, warranties, etc., from the JOC construction contractor.

Assurance of construction quality throughout the construction management process is the responsibility of Gordian's expert construction manager. The construction manager monitors all ongoing construction, compliance with the safety plan, and performs progress inspections of the work routinely and prepares an Inspection Report during each field inspection. The report includes such information as the name of the subcontractors, the equipment being used, the number of workers, and a general description of the construction activity.

In particular, field inspections are mandatory for all work before it is covered. Examples of inspected work include concrete sidewalks, rough-in for bathroom fixtures, and plaster repair work before a prime coat of paint is installed. Our construction managers will make sure no payments are made for work that was not inspected, each application for payment submitted by a JOC construction contractor is reviewed and approved by the Construction Manager. For all projects involving work that was covered after a field inspection, the Construction Manager reviews the project file and verifies that it includes an Inspection Report and digital photographs recording the appearance of the work before it was covered. No payment is approved without these items appearing in the file.

Also, at the regular weekly meetings with each JOC construction contractor where we review the current and upcoming projects, the senior construction manager starts each meeting by reminding the JOC construction contractors that any work performed out of compliance with the State's standard procedures will be deemed a violation of the JOC contract. We will ensure that each JOC contractor strictly adheres to the necessary procedures to prevent the approval of, and payment for, work that does not meet the State's standards.

Our client base consists of more than 200 clients around the country. For many of these clients, we have provided hands-on JOC construction management services like those sought by the State.

## Conclusion

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

Our proposed implementation schedule, which we modify for the specific requirements of each client is provided on the following page.



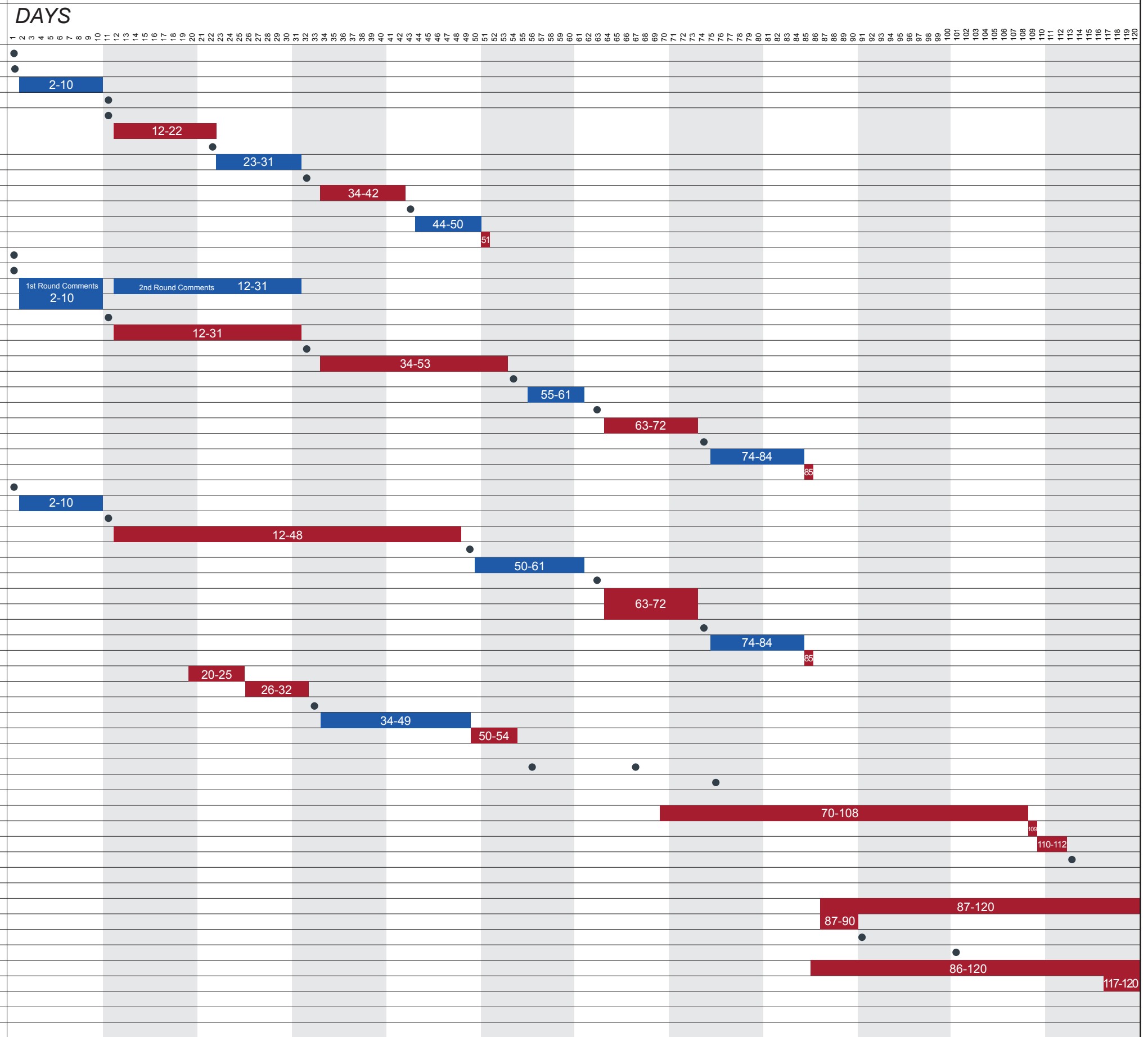
# Pennsylvania Department of General Services

## JOC Program Development and Implementation Schedule

- Meeting
  - TGG Task
  - State Task
- Proposal for Consultant Services for  
Job Order Contracting (JOC) System

Senior Project Manager	Project Manager	JOC Front End Documents	Construction Task Catalog	Technical Specifications	Marketing of JOC System	Software Development/Test	Procurement Support	JOC Training	Contractor Training	The State Procurement	The State Legal	The State Staff
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

TASKS
<b>Orientation Kick Off Meeting</b>
<b>JOC Front End Documents Kick-off Meeting</b>
The State Compiles Draft Documents for TGG Review
The State Delivers Draft Documents to TGG
Meeting to Discuss Method for Customizing Documents
TGG Customizes The State Documents for JOC
TGG Submits Draft Documents for The State Review
The State Reviews Draft Documents & Comments
Meeting to Discuss The State Comments
TGG Revises Draft Documents
TGG Delivers 2nd Draft for The State Review
The State Reviews & Approves Contract Documents
TGG Publishes Contract Documents
<b>Construction Task Catalog (CTC) Kick-off Meeting</b>
TGG Provides Sample CTC for The State Review
The State Reviews CTC and Prepares Comments
The State Collects Sample Drawings for TGG Review
The State Delivers Sample Drawings to TGG
TGG Compares Drawings to CTC to Identify Additions
Meeting to Discuss Changes to the CTC
TGG Customizes CTC (Create New Work Tasks, Delete Existing Tasks)
TGG Provides 2nd Draft CTC for The State Review
The State Reviews Current Draft CTC & Comments
Meeting to Discuss Final Changes to the CTC
TGG Customizes CTC with Final Changes
TGG Provides Final CTC to The State
The State Reviews and Approves Final CTC
TGG Publishes The State CTC
<b>Technical Specifications Kick-off Meeting</b>
The State Compiles Specifications for TGG Review
The State Delivers Specifications to TGG
TGG Customizes JOC Specifications
TGG Provides Draft Specs for The State Review
The State Reviews Current Draft Specs & Comments
Meeting to Discuss Final Changes to the Specs
TGG Customizes Specs with Final Changes
TGG Cross References Specs with CTC
TGG Provides Final Specifications to The State
The State Reviews and Approves Final Specifications
TGG Publishes Technical Specifications
<b>Organize Workshops for Execution Concepts</b>
TGG Develops Draft Internal Execution Procedures
Meeting to Discuss Draft Execution Procedures
The State Reviews & Approves Execution Procedures
TGG Finalizes Execution Procedures
<b>Internal and External Marketing Presentations</b>
TGG Conducts Internal Presentations for The State Personnel
TGG Conducts External Presentation for Contracting Community
<b>eGordian System</b>
TGG Configures eGordian System
TGG Loads CTC into eGordian
TGG Tests eGordian
TGG Conducts Client eGordian Training
TGG Conducts Contractor eGordian Training - After Contract Award
<b>Procurement Support for Job Order Contracts</b>
TGG Provides Bidding Related Support
TGG Prepares Contract Advertisements
The State Advertises Job Order Contracts
TGG Conducts Pre-Bid Conference
TGG Assists The State with Bid Opening/Analysis
<b>Develop JOC Training Program &amp; Reference Manual</b>
TGG Conducts Client JOC Training - After Contract Award
TGG Conducts Contractor JOC Training - After Contract Award
TGG Prepares Initial Project Package - After Contract Award



# Prior Experience



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<b>Services Provided:</b>	Implementation and Support of a Job Order Contracting Program and Project Management Support
<b>Construction Value:</b>	\$776,535,177 of construction completed to date
<b>JOC System Status:</b>	Fully operational
<b>Period of Service:</b>	March 1996 – On Going
<b>Reference:</b>	Mr. John Shea Chief Executive Officer, Division of School Facilities <a href="mailto:j Shea@schools.nyc.gov">jshea@schools.nyc.gov</a> (718) 349-5410

The Gordian Group was awarded a contract in March 1996 to implement and support a Job Order Contracting (JOC) program for the New York City Department of Education (DOE). 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.

## Significant Accomplishments

- ✓ **Decreased procurement time by 91%**
- ✓ **Emergency total rehab of 5<sup>th</sup> floor of PS 101 (27 Rooms) in 150 days, including design**
- ✓ **Average project costs 11.7% under estimates**

The New York City Department of Education is the largest public school system in the United States with 1.1 million students and over 1,200 school buildings and other facilities to maintain. In order to accomplish the staggering maintenance and repair program, the DOE needed to increase its ability to do work by contract. The decision of the Chancellor and the Executive Director of the Division of School Facilities was to adopt the Job Order Contracting program.

The program was structured to conform to the New York State multiple prime bidding law (Wicks Law) which requires separate bidding for general construction, HVAC, plumbing and electrical work. Therefore, 4 separate contracts were bid and awarded.





<b>Services Provided:</b>	Implementation and Support of a Job Order Contracting Program and Project Management Support
<b>Construction Value:</b>	\$60,000,000 of construction completed to date
<b>JOC System Status:</b>	Fully operational
<b>Period of Service:</b>	March 2007 – On Going
<b>Reference:</b>	Mr. Michael Eitingon CPO <a href="mailto:meitingon@nycsca.org">meitingon@nycsca.org</a> (718) 472-8116

The Gordian Group was awarded a contract in March 2007 to implement and support a Job Order Contracting (JOC) program for the New York City School Construction Authority (NYCSCA), as well as to provide Project Management services.



The project Scope of Work is to provide all of the products and services necessary for a successful NYCSCA JOC program. These products and services include providing our proprietary web-based eGordian information management and proposal preparation software, developing customized location specific Construction Task Catalogs, incorporating NYCSCA's own Technical Specifications, developing the Contract Terms, General Conditions and Bid Documents used to procure JOC construction contractors, developing Execution Procedures to administer the JOC program, providing marketing support and procurement assistance, and providing NYCSCA and contractor staff with implementation assistance, training and technical support for the term of the contract. The Gordian Group also provides Job Order development services and construction management services to NYCSCA, taking each project from "cradle-to-grave."

NYCSCA 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 more than \$13,000,000.

NYCSCA currently utilizes 4 JOC contractors to accomplish approximately \$18,000,000 in construction work annually. The Gordian Group was recently awarded a new contract by NYCSCA to continue providing the JOC system, Job Order Development services and construction management services for an additional 5 years.





The City of Chicago

<b>Services Provided:</b>	Implementation and Support of a Job Order Contracting Program
<b>Construction Value:</b>	\$769,512,769 of construction completed to date
<b>JOC System Status:</b>	Fully operational
<b>Period of Service:</b>	October 1992 – Ongoing
<b>Contract Number:</b>	T2920490201
<b>Reference:</b>	Mr. James McIsaac Procurement Services, General Counsel 121 N. LaSalle St. Room 806 Chicago, IL 60602 (312) 742-5080 <a href="mailto:james.mcisaac@cityofchicago.org">james.mcisaac@cityofchicago.org</a>

The Gordian Group was awarded a contract in October 1992 to implement and support a city-wide JOC program for the City of Chicago. Implementation of The Gordian Group's JOC Solution has been on a department-by-department basis as each department's JOC program is customized for the type of work performed by that department. To-date, The Gordian Group has implemented our JOC Solution for 8 City departments. Since 1992, City departments have completed over 16,000 Job Orders valued at \$769,000,000 million in construction; all procured with The Gordian Group's JOC System. The scope of services for the contract included the same services required by USPS, including the development and implementation of a Job Order Contracting (JOC) program, ongoing support for the pricing system and JOC program, an unlimited license to the JOC information management application, development and management of the Construction Task Catalog, development of Technical Specifications, development of execution procedures, procurement support and ongoing training of City and JOC contractor staff.



JOC programs have been implemented for the following City departments:

Department of Fleet and Facility Management – The Gordian Group implemented a JOC program for the Department of Fleet and Facility Management in 1993. The current program consists of six (6) Job Order Contracts all relating to general construction. The Department of Fleet and Facility Management uses JOC to perform repairs and renovations on City-owned facilities including but not limited to police stations, fire departments, libraries, training facilities, supply depots, administrative offices, and City Hall. The Department of Fleet and Facility Management also uses JOC to assist in the Mayor's green initiative as JOC has been

used to construct several garden roofs throughout the City. In 2008, the Department of Fleet and Facility Management won the Harry H. Mellon "Best of the Best" award for their restoration of the world's largest Tiffany glass dome located inside the City's Cultural Center. The Department of Fleet and Facility Management uses JOC to complete over 75% of its construction work with JOC. To date, the Department of Fleet and Facility Management has procured nearly \$250,000,000 worth of work through their JOC program.

Department of Transportation (CDOT) – The Gordian Group implemented a JOC program for the Department of Transportation in 1992. The current program at CDOT consists of three (3) Job Order Contracts. CDOT uses JOC to perform streetscape and sidewalk renovations, median repair and replacements, structural repairs to bridges, elevators, viaducts and other transportation structures. CDOT also uses JOC to assist in the Mayor's green initiative. Several green alleys have been procured through JOC. The green alley program replaces existing alleys with environmentally friendly alleys constructed of pervious asphalt, permeable, high albedo concrete, and/or pavers. In 2009, CDOT's recent green alley project was a finalist in the Harry H. Mellon "Best of the Best" award. To date, CDOT has procured over \$200,000,000 worth of work through their JOC program.

CDOT Division of Electrical Operations (DEO) – The Division of Electrical Operations was recently placed under the supervision of CDOT. Before the change, DEO was a division within the Department of Streets and Sanitation. The Gordian Group implemented the DEO JOC program for the Department of Streets and Sanitation in 1995 and the current program consist of one (1) Job Order Contract. The DEO JOC is a trade specific program with a highly customized Construction Task Catalog and is used to procure projects under the City's Residential Lighting Program. To date, DEO has procured nearly \$50,000,000 worth of work through their JOC program.

Chicago Department of Aviation (CDA) – The Gordian Group implemented a JOC program for the Chicago Department of Aviation in 1993. The current program at CDOT consists of three (3) Job Order Contracts used to complete work at O'Hare International Airport, Midway Airport, and other facilities under the jurisdiction of CDA. When performing work at O'Hare or Midway airports, the JOC program allows CDA to perform work on both landside and airside areas of the airports. The CDA JOC program is customized to take into account the different costs associated with working inside landside or airside areas. To date, CDA has procured over \$60,000,000 worth of work through their JOC program.

Chicago Dept. of Planning and Development (DPD) – The Gordian Group implemented a JOC program for the Department of Planning and Development in June 1997. The current program at DHED consists of several different types of trade specific contracts. The DPD JOC program was developed to meet the needs of DCD and their service to private residences throughout the City of Chicago. DPD continues to utilize their JOC program procuring over \$10 Million dollars each year through JOC. The DPD program consists of ten (10) separate contracts, each relating to a specific scope of work. DPD has trade specific Job Order Contracts for roofing, weatherization, heating, site improvement, and general construction. To date, DPD has procured nearly \$100,000,000 worth of work through their JOC program.

Department of Water Management (DWM) – The Gordian Group implemented a JOC program for the Department of Water Management in 1998. The

current program at DWM consists of two (2) Job Order Contracts. The first JOC is a Mechanical and Electrical JOC used to procure a variety of MEP projects at the water filtration plants, pumping stations, intake cribs, and other facilities under the jurisdiction of DWM. The other Contract is used for all other non-MEP projects at the same facilities. DWM has used JOC to procure a number of security projects around the Jardine and South Water Filtration plants and the intake cribs. To date, DWM has procured over \$60,000,000 worth of work through their JOC program.

Office of Emergency Management and Communications (OEMC) – The Gordian Group implemented a JOC program for the Office of Emergency Management in 2003. The current program at OEMC consists of two (2) Job Order Contracts. The City is divided geographically with one contract used for all projects on the southside of the City and the other contract used to procure all projects on the northside of the City. OEMC implemented a JOC program to fulfill a critical need, which was to ensure that emergency repairs to the City's communication and 911 system are completed within 24 hours. In addition to performing emergency repairs, the OEMC JOC is also used to construct fiber optic communication connections to all new fire and police stations. To date, OEMC has procured nearly \$3,000,000 worth of work through their JOC program.

Department of Environment (DOE) – The Gordian Group implemented a JOC program for the Department of Environment in 2007. The current program at DOE consists of two (2) Job Order Contracts. DOE uses JOC to remove underground storage tanks and for the remediation of contaminated sites in support the City's Brownfield Redevelopment program. With the federal government providing funding for the Brownfield Redevelopment program, The Gordian Group customized the DOE program so they could utilize those federal funds when procuring their JOC work. To date, DOE has procured over \$15,000,000 worth of work through their JOC program.





Arizona Department of Administration

<b>Services Provided:</b>	Implementation and Support of a Statewide Job Order Contracting Program
<b>Construction Value:</b>	\$21,276,922.50 of construction completed to date
<b>JOC System Status:</b>	Fully operational
<b>Period of Service:</b>	September 2010 - Present
<b>Reference:</b>	Melissa Bauer Senior Procurement Specialist (Cooperative Purchasing) State Procurement Office (602) 542-9158 <a href="mailto:melissa.bauer@azdoa.gov">melissa.bauer@azdoa.gov</a>  John Hauptman Capital Planner Arizona Dept. Of Administration (602) 542-1768 <a href="mailto:john.hauptman@azdoa.gov">john.hauptman@azdoa.gov</a>

The Gordian Group was awarded a contract in September 2010 to implement and support a state-wide Job Order Contracting (JOC) program for the Arizona Department of Administrative Services (AZDOA), including cooperative use of the AZDOA JOC contracts for other State and local agencies..

The AZDOA provides project management and contract review services for capital projects and other construction projects. AZDOA also maintains its own facilities, which includes more than 3,500 structures. The scope of services for the contract included the same services required by USPS, including the development and implementation of a statewide Job Order Contracting (JOC) program, ongoing support for the pricing system and JOC program, an unlimited license to the JOC information management application, development and management of the Construction Task Catalog, development of Technical Specifications, development of execution procedures, procurement support and ongoing training of DEP and JOC contractor staff.

Since the AZDOA JOC program covers such a large geographic area, the state was divided into seven (7) regions. One of the primary goals of the AZDOA was to attract local bidders to the JOC program. Dividing the state into manageable regions limited the distance a contractor would have to travel to reach any project site, made the contracts more attractive to the local contractors, and allowed them to submit more competitive bids. In addition, AZDOA awarded separate contracts for mechanical, electrical and plumbing work in order to maximize contractor participation.





AZDOA also decided to make the benefits of the JOC contracts available to other Arizona public owners through its cooperative program, which uses the purchasing power of AZDOA to obtain more competitive pricing and choice than individual purchasers might be able to obtain on their own. It is available to all state agencies and cooperative members, which includes municipalities, counties, school districts, universities, public health institutions, nonprofit educational institutions and other public agencies in Arizona. Gordian currently provides the Gordian JOC Solution level of services directly to AZDOA, and provides Job Order development services to all cooperative purchasing agencies that procure construction through the JOC contracts held by AZDOA.

AZDOA currently holds 17 active JOC contracts, which are utilized to accomplish a wide-range of AZDOA projects. Cooperative purchasing agencies utilize the JOC Complete Solution (Job Order development) services exclusively when procuring work through AZDOA's JOC contracts. These cooperative purchasing agencies include the Arizona Department of Corrections, Department of Emergency and Military Affairs, and State Parks.



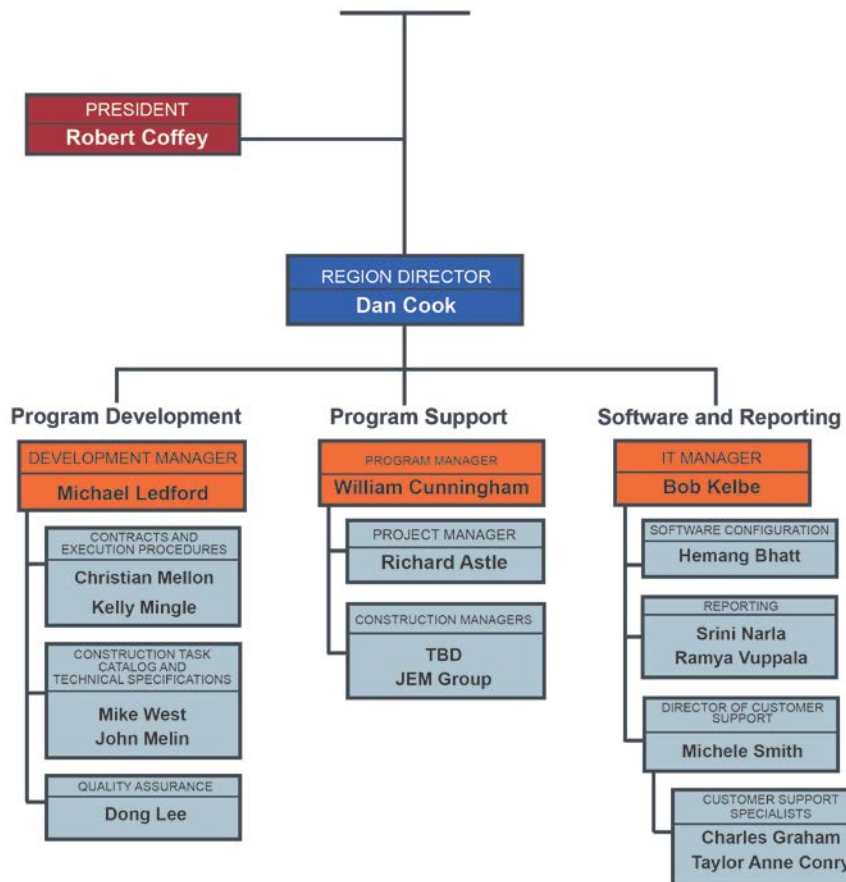
## Current and Complete Projects

In addition to the clients cited above, Gordian has developed, implemented and currently supports customized JOC programs for hundreds of clients. Pursuant to the RFP, a list of the current and completed projects for such services is included on the following pages.



# Personnel

The Gordian Group, Inc. (“Gordian”) is the most qualified and experienced firm in existence for implementing and supporting a Job Order Contracting (“JOC”) program. Gordian has been providing JOC products and services to public facility and infrastructure owners since 1990, and has successfully implemented and supported customized JOC programs for over 200 clients around the country. In 2014, more than \$1.5 billion in maintenance, repair and construction work was completed with JOC programs implemented and supported by Gordian. The Gordian Group team consists of more than 280 employees with extensive experience in all areas of consulting, planning, engineering, construction, information management systems, training, operations and construction management. Gordian is adequately staffed to develop and implement the State’s JOC program, is able to support the Job Order development and construction management work required by the RFP through existing staff and our utilization of the JEM Group as an SDB subcontractor; and we will add additional internal staff as needed. No other firm in the nation can match Gordian’s experience, expertise and ability to establish JOC programs that deliver unmatched time and cost savings to facility owners.



## 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, and has 25 years' experience with the company.

Mr. Coffey designed and supervised the development of eGordian, The Gordian Group's proprietary web-based information management system. eGordian includes all of the project management functions and capabilities that are necessary to fully support the JOC process. Previously, Mr. Coffey designed and developed PROGEN, The Gordian Group's legacy JOC information management system.

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.

Prior to helping Mr. Mellon form The Gordian Group, Mr. Coffey designed projects for both private and government clients for CRSS, Inc. In this role, he managed design, conducted client meetings, managed project budgets, negotiated changes of scope, prepared project schedules and prepared financial status reports.

**Daniel O. Cook** will serve as the Director and will oversee all phases of the State's JOC program. Mr. Cook's primary duties will be to coordinate the information between State staff and the Program Development, Program Support, and Software and Reporting teams presented below. Mr. Cook will provide guidance to the Program Development team regarding the Contract Documents and Execution Procedures, oversee program implementation and training of State and JOC contractor staff, and advise the Information Technology team for the configuration of eGordian and the development of reports. Mr. Cook will be the key contact for all management level issues related to development, implementation and support of the State's JOC program.

Mr. Cook is the Director for our contracts to provide our JOC solutions to the Washington Metropolitan Area Transit Authority, Miami Dade Public Schools and the Georgia Department of Administration. Mr. Cook has been with Gordian for 15 years.

Prior to joining The Gordian Group, Mr. Cook was a Project Engineer for Construction Systems Group of McLean, Virginia where he performed on-site inspections, generated reports for property owners, created project manuals including specifications, drawings and bid forms, conducted pre-bid meetings, evaluated bids, and made bid recommendations. Mr. Cook was responsible for the construction inspection and management of restoration projects.

## Program Development

**Michael Ledford** will serve as the Program Development Manager and will report to Mr. Cook. Mr. Ledford will manage our Program Development team and all activities related to development of the State's JOC 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. Mr. Ledford has been with the company for 9 years.

**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 Commission 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 the State's internal rules and regulations.

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. Coordination with various State departments to integrate the State's standard contract language and forms with JOC specific language is necessary to ensure the documents are JOC compliant.

Ms. Mingle has worked at The Gordian Group for more than 3 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 State's JOC 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 Indiana University, the State of Arizona, the State of Utah, Cooperative Educational Services and the United States Postal Service.

Prior to joining The Gordian Group, Mr. West was employed by Project Time & Cost in Atlanta where he was responsible for preparing cost estimates and management of the cost estimating group for PT&C's DOD Job Order Contracts worldwide. Mr. West has extensive cost estimating experience utilizing CACES, MCACES, M-CACES, Composer Gold, MC2 Navy's CES, CEG, Success and Timberline.

**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 State's customized Construction Task Catalog.

Mr. Melin served as the Senior Cost Estimator to prepare Construction Task Catalogs for the majority of our clients, including all of our clients in the Mountain Region.

Prior to joining The Gordian Group, Mr. Melin worked as a Senior Cost Estimator for Project Time & Cost where he was responsible for the coordination and preparation of site specific unit price books for DOD Job Order Contracts worldwide.

**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.

## Program Support

**William Cunningham** will continue to serve as the Program Manager for the Commission, and report to Mr. Cook. Mr. Cunningham's primary responsibilities will include implementation and the day-to-day management and support of the State's JOC program after the initial program development has been completed. We propose that Mr. Cunningham be co-located with State staff in order to more effectively and efficiently coordinate the execution of the State JOC program. In addition, Mr. Cunningham will provide Job Order development and construction management services to the State, and will manage the staffing requirements associated with the program. Mr. Cunningham will be the point of contact for the State on all day-to-day issues relating to the execution of the State's JOC program.

Mr. Cunningham currently serves as the Account Manager for the current JOC Program at Pennsylvania Turnpike Commission and Keystone Purchasing Network. Prior to working as an Account Manager for The Gordian Group, Mr. Cunningham served as a Construction Manager at the New York City Department of Education developing work orders that including conducting Joint Scope Meetings, writing Detailed Scopes of Work and Reviewing Proposals. Mr. Cunningham has been with the company for 9 years.

**Richard L. Astle** will be responsible for assisting with training State and JOC contractor staff in the proper execution of the JOC program and will report to Mr. Cook. Training includes classroom, as well as on-site training, for a range of tasks including conducting site visits, developing Detailed Scopes of Work, preparing and reviewing Price Proposals, and providing as-needed refresher training, as well as training for for new Commission staff and JOC contractors.

Mr. Astle will also provide support in the Job Order development and construction management services to be provided for the State's JOC program. Mr. Astle has been with the company for 14 years.

## Software and Reporting

**Bob Kelbe** will serve as the Information Technology Manager and report directly to Mr. Horn. Mr. Kelbe's primary responsibility will be managing the configuration of the JOC management application, eGordian, for the State's JOC 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 State reports for use in eGordian. Mr. Narla will be available to the State staff through telephone and remote connection, and will provide assistance to the State's JOC program with all reporting requirements.

Prior to joining The Gordian Group, Mr. Narla served as a Report Specialist for NuVox Communications in Greenville, SC and as a Crystal Reports Writer for the Ceridian Corporation in Atlanta, GA.

**Ramya Vuppala** will 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. Ms. Vuppala will also be available to assist the State's staff with reporting requirements.

**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 the State's 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.

#### Resumes and Additional Information

Given the page limitations imposed on the proposal, only the resumes for Mr. Cook, Mr. Cunningham and Mr. Astle are provided below since they will provide the primary support to the State, coordinating and managing the support provided by the remaining teams. The resumes for the remaining team members as well as for members of JEM Group, the SDB firm that will be utilized to provide Job Order development and construction management services, will be provided upon request.

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## Daniel O. Cook

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### Director

15 years of employment with The Gordian Group

Dan Cook is responsible for:

- Overseeing the full development, implementation and support of the JOC program
- Managing the Gordian team that will support the Commission's JOC program

### Education

- B.S., Civil Engineering, University of Maryland, MD

### Relevant JOC Experience

#### **The Gordian Group**

As a Director, Mr. Cook oversees the development, implementation, and continued support of the Job Order Contracting programs for the following:

- Georgia Department of Administrative Services
- Miami-Dade County Public Schools
- Pennsylvania Turnpike Commission
- Washington Metropolitan Area Transit Authority
- Loudon County, VA

Previously, as an Account Manager, Mr. Cook was responsible for the implementation and continued support of the Job Order Contracting programs for the following:

- Los Angeles Unified School District
- Los Angeles Department of Public Works
- New York City Department of Environmental Protection
- New York City Department of Design and Construction

### Other Experience

#### **Construction Systems Group, McLean, VA**

While at Construction Systems Group, Mr. Cook was a Project Engineer and was responsible for performing on-site inspections and generating reports for property owners. As the Project Engineer, he was also responsible for creating project manuals, including specifications, drawings, and bid forms. He regularly conducted pre-bid meetings, evaluated bids, and made bid recommendations. Mr. Cook was directly involved with construction inspection and management of restoration projects valued over \$1.5 million.



## William Cunningham

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### Program Manager

9 years of employment with The Gordian Group

### Relevant JOC Experience

#### **The Gordian Group**

As an Account Manager, Mr. Cunningham is responsible for the development, implementation, and continued support of the Job Order Contracting programs for the following:

- Pennsylvania Turnpike Commission
- Keystone Purchasing Network

#### **New York City Department of Education, NY**

Mr. Cunningham worked as a JOC Project Manager developing Work orders for construction projects at the New York City Department of Education. He has worked on hundreds of JOC projects and his responsibilities included conducting Joint Scope Meetings, preparing Detailed Scopes of Work, reviewing contractor Proposals, inspecting work and approving requisitions.

### Other Experience

#### **The McKissack Group**

While at The McKissack Group, Mr. Cunningham was the Superintendent and was responsible for reviewing scopes, identifying trades, identify all long lead items, taking bid invitations for subcontractors, reviewing bids and qualifications, progress sheets, and preparing all contractor RFIs.

#### **NYC Dept. of Education**

While at the NYC Dept. of Education, Mr. Cunningham was the Assistant Superintendent responsible for maintaining the office responsibilities and managing the field staff.

## Richard L. Astle

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Project Manager

14 years of employment with The Gordian Group

### Education

- Associate of Arts Degree – Cecil Community College, MD

### Relevant JOC Experience

#### **The Gordian Group**

As a Project Manager, Mr. Astle is responsible for the continued support of the Job Order Contracting programs for the following:

- Housing Authority of Baltimore City, MD
- Housing Authority of District of Columbia
- New York City Department of Education
- Washington Metropolitan Area Transit Authority
- Maryland ezIQC

### Other Experience

Prior to joining The Gordian Group, Mr. Astle was the Lead Project Manager for an independent telephone company. His responsibilities included the development and implementation of underground utilities work from the identification stage to Right-of-Way and overseeing the excavation work for telephony projects. This experience also included working with and coordinating projects to include other utilities such as water, sewer and electric.

# 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 the State and JOC contractor staff will receive specialized training. The Gordian Group will develop and publish all training aids and materials necessary to support the JOC training courses. The JOC Master Training Program will be modified to fit the State's processes and procedures.

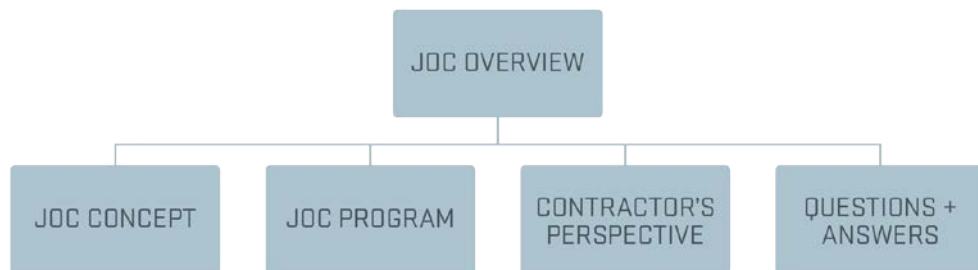


**The Gordian Group's JOC Master Training Program has been fine-tuned over the last two decades** and is designed to provide the maximum effectiveness and flexibility for State staff. The training program will be comprised of multiple training modules so that training sessions can be structured to the specific audience. The training courses will stress a hands-on practical application of the JOC solution selected by the State. **The training sessions will be unique to the State 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 is scheduled for one to four hours and will be given as often as requested. The total number of classroom hours and extent of field training is dependent on the experience and abilities of the participants being trained.

The full array of training modules offered has been refined over time and are illustrated to the right. A description of each module is presented below.

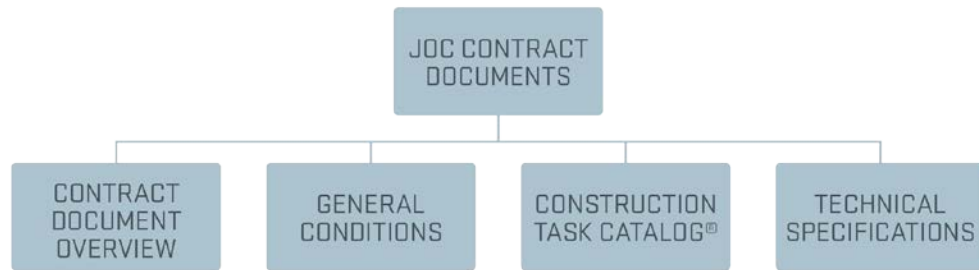
## JOC Overview



**The JOC Overview Module is a general purpose introduction designed to familiarize the State's 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 the State's 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. This module is presented in lecture format and is scheduled to be given in a two hour block.



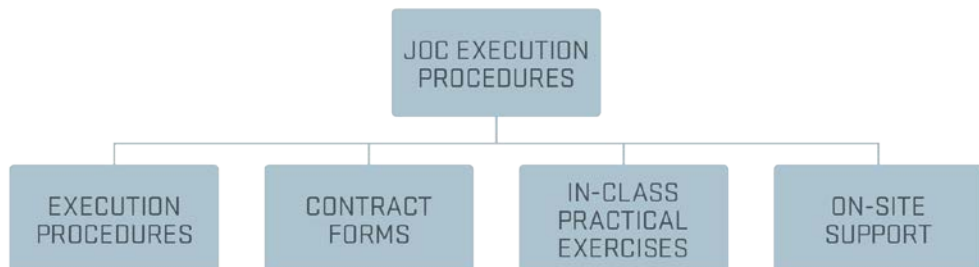
## JOC Contract Documents



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.

The JOC Contract Documents Module is presented in a lecture format and is scheduled to be given in a two hour block. Copies of all materials and the contract terms and conditions are contained in the training manual.

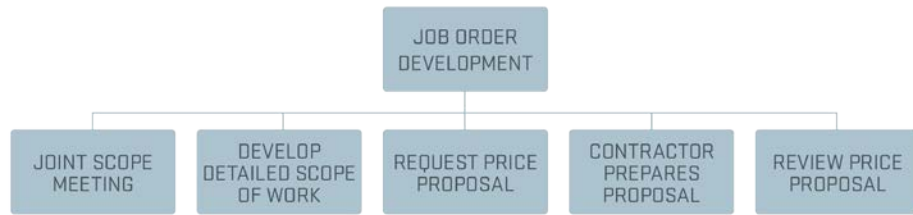
## JOC Program Execution



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

The JOC Program Execution Module is presented in a mixed lecture and practical exercise format and is scheduled to be given in one to two hour blocks.

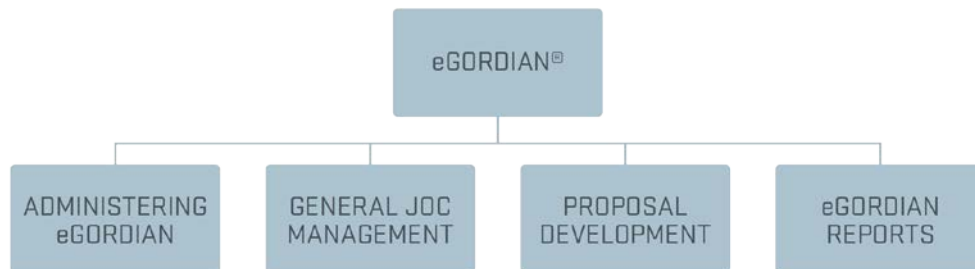
## Job Order Development



The Job Order Development Module includes training to complete a series of practical exercises designed to prepare a complete Job Order based on actual State projects. Gordian staff will work side-by-side with the State’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.

The diagram on Page 29 of Section 3 shows the steps necessary for developing a Job Order.

## eGordian



The eGordian Module provides a thorough overview of our proprietary JOC information management software. This module is designed for 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, State staff will readily adapt to the user-friendly nature of our software. This module is scheduled to be given in three to four hour blocks.

The eGordian Module is presented in a mixed lecture and practical exercise format using computer generated overhead projection materials, handouts and hands-on computer exercises. Copies of the eGordian documentation are contained in the training manual. A sample of the eGordian user manual is included in Section D of the Appendix.

## JOC Refresher Training

The Gordian Group will provide JOC refresher training as needed or at regularly scheduled intervals if requested by the State. Our 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. We recommend that everyone attend at least two refresher training workshops; one after about a month's experience and the second one after three month's experience. Refresher training is presented in a mixed lecture and workshop format and is scheduled to be given in a two to three hour block.

The Gordian Group will conduct as many training sessions as required to ensure that the State staff is fully prepared to execute 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 State projects. A sample from our JOC Training Manual is provided in Section G of the Appendix.

Gordian's comprehensive and ongoing training program will provide the State with the best approach for ensuring that State staff and JOC contractors are thoroughly trained and understand how a JOC program is run. Further, with training being provided on an as-needed basis for the term of the contract, the State can feel rest assured that all participants in the JOC program will have the most up-to-date knowledge and follow best practices to ensure the State is receiving the optimal benefit from its JOC program.



# Financial Capability

The Gordian Group has the financial capability to perform the requested services for the Commonwealth of Pennsylvania Department of General Services (the "State"). We currently provide JOC solutions to more than 200 public facility and infrastructure owners throughout the U.S. and Canada.

Pursuant to Section II-7 of the RFP, a copy of The Gordian Group's audited Financial Statements for the previous three years are provided in a sealed envelope included in the front pocket of the notebook marked "original."

**These Financial Statements are provided to the State for the sole purpose of evaluating this proposal and are submitted with the understanding that they will not be disclosed for any reason to anyone except those State personnel involved in evaluating this proposal. We respectfully request that you take all steps necessary to protect the confidentiality of our Financial Statements.**

Gordian maintains an adequate level of cash on hand in our operating accounts at Wells Fargo Bank, and we have a \$5 million line-of-credit with GE Capital that currently has an outstanding balance of \$0.

# Objections and Additions to Standard Contract Terms and Conditions

The Gordian Group accepts the terms and conditions in the Standard Contract Terms and Conditions, provided the JOC System License specified below is added to the contract to protect the proprietary products and copyrights of The Gordian Group. This JOC System License conflicts with Section V.13 Contract-009.1b Ownership Rights of the Standard Contract as it relates to the copyright ownership of documents produced in connection with this contract, and this section will need to be revised to exclude the Proprietary Information as defined below.

The Gordian Group's implementation of the Commonwealth of Pennsylvania Department of General Services' (the "State") JOC program includes a license to our proprietary JOC System and other related materials. Our proposed fee is submitted on the basis that the State agrees to incorporate into any agreement between the State and The Gordian Group the following JOC System License:

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

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

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



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

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





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# SAMPLE EXECUTION PROCEDURES



THE  
**GORDIAN**  
GROUP®



I. GENERAL

**A. Purpose**

1. The purpose of these procedures is to establish the general guidelines for developing Job Orders.

**B. Definitions**

1. Adjustment Factor - The competitively bid adjustment to the pre-set Unit Prices appearing in the Construction Task Catalog®. There are four (4) Adjustment Factors for each Contractor.
  - a) *One to be applied to tasks performed during Normal Working Hours for working in Secured areas*
  - b) *One to be applied to tasks performed during Normal Working Hours for working outside Secured areas.*
  - c) *One to be applied to tasks performed during Other Than Normal Working Hours for working in Secured areas.*
  - d) *One to be applied to tasks performed during Other Than Normal Working Hours for working outside Secured areas.*
2. Application for Payment - An invoice for payment prepared by the Contractor in connection with a particular Job Order or Project.
3. Construction Task Catalog® (CTC™) - A book containing all Prepriced Tasks.
4. Detailed Scope of Work (DSOW) - A document prepared by the JOC Project Manager following a Joint Scope Meeting which describes in detail the work the Contractor will perform for a particular Job Order.
5. Job Order - A document prepared by the JOC Project Manager and issued to a Contractor authorizing the Contractor to proceed with the Detailed Scope of Work and setting forth the Job Order Price and the Job Order Completion Time.
6. Job Order Amount – The lump sum price appearing on the Job Order to be paid to the Contractor for completing the requirements of the Detailed Scope of Work.

## EXECUTION PROCEDURES

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7. Job Order Completion Time - The period of time, expressed in calendar days, set forth in the Job Order within which the Contractor must complete the requirements the Detailed Scope of Work.
8. Job Order File - A file organized in accordance with the standard format containing the original records and documents relating to a Job Order.
9. Joint Scope Meeting - A meeting at the site of the proposed work during which the JOC Project Manager, Contractor, and when appropriate Subcontractors and others, review the preliminary scope of work to be performed and any other issues relating to the Job Order.
10. Joint Scope Meeting Memorandum - A document prepared by the JOC Project Manager following a Joint Scope Meeting to record such information as the names of the individuals invited and who attended the meeting, the issues discussed and resolved, and notes of the meeting.
11. Non-Prepriced Task - A construction task for which a pre-set price is not contained in the Construction Task Catalog®.
12. Notice of Joint Scope Meeting - A document prepared by the JOC Project Manager and sent to the individuals invited to the Joint Scope Meeting.
13. Preliminary Scope of Work - A document prepared by the JOC Project Manager prior to a Joint Scope Meeting which sets forth in general terms the work to be performed in connection with a particular Job Order.
14. Prepriced Task - A construction task for which a pre-set price is contained in the Construction Task Catalog®.
15. Price Proposal - The cost portion of the Proposal. The Price Proposal is prepared by the Contractor from the Construction Task Catalog® using **ONLY** those tasks necessary to complete the DSOW.
16. Progen® - The software provided by The Gordian Group, Inc. for the purpose of managing the development of Job Orders and for the administration of the contracts.
17. Project - The services and construction necessary to accomplish a specific and identified work requirement of which a Job Order may be all or part. A Project may require multiple Job Orders.

## **EXECUTION PROCEDURES**

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18. Proposal Package - All documents submitted by a Contractor in response to a Request for Proposal including but not limited to: (1) Price Proposal, (2) schedule, (3) Scope Definition Services, (4) catalog cuts, samples, technical data and other submittals, (5) M/WBE Information, and (6) Subcontractor information.
19. Request For Proposal (RFP) - A document prepared by the JOC Project Manager and sent to a Contractor requesting the Contractor to prepare a Proposal for the Detailed Scope of Work.
20. Technical Specifications - The specifications describing the quality of material and workmanship for the Tasks in the Construction Task Catalog®.
21. Validation - A process performed by Progen® to verify that the Construction Task Catalog® data contained in each Price Proposal submitted by the Contractor are accurate and that the calculations contained in the Price Proposal are correct.

## II. POSITIONS AND RESPONSIBILITY

### **A. JOC Program Manager**

1. Assigns a Contractor, JOC Project Manager and Project Number for each Project and obtains the identity of the Engineer in Charge (EIC).
2. Monitor the remaining JOC contract capacity.
3. Monitor the performance of the JOC Project Managers and Contractors and ensure that the procedures are being followed consistently and uniformly.
4. Serve as a point of contact for the JOC Program with other groups within the NYSOGS and its Clients.
5. Review completed Job Order Files.
6. Develop and implement improvements to the JOC procedures.
7. Reviews compliance with M/WBE requirements of the contract.

**B. JOC Project Manager**

1. Responsible for the development of the Job Orders.
2. Meet with the EIC and Client's representative and, if necessary, the Facility representative to define and schedule the work.
3. Investigate the scope of each Job Order and prepare the Preliminary Scope of Work.
4. Prepare an independent estimate of the cost of the proposed Job Order.
5. Schedule and Conduct Joint Scope Meeting.
6. Prepare Joint Scope Meeting Memorandum.
7. Prepare or have prepared the Detailed Scope of Work.
8. Prepare the Request for Proposal.
9. Review Proposal in accordance with the General Approach for Reviewing Proposals
10. Validate Price Proposal.
11. Resolve Discrepancies in Proposal with Contractor.
12. Prepare Job Order and Obtain signatures.

**C. Engineer in Charge (EIC)**

1. Assist in Developing the Detailed Scope of Work.
2. Inspect the Work.
3. Prepare/Provide an independent estimate of the cost of the proposed Job Order.
4. Reviews and recommends Applications for Payments.
5. Certifies construction compliance with the Job Order documents.

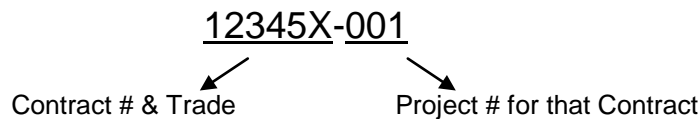
III. PROCEDURES

**A. Purpose**

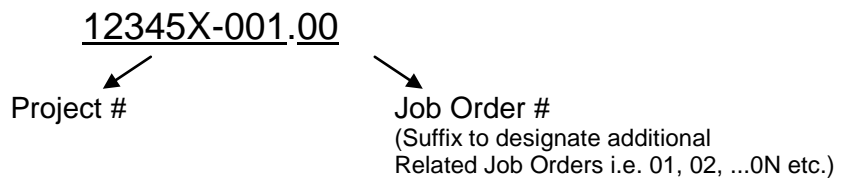
1. The procedures outlined below identify the major tasks necessary for the timely completion of Projects.

**B. Project Initiation**

1. The JOC Manager selects the Contractor based on the location and type of the work involved in the Project, verifies that the contract capacity is available, assigns a Project Number, designates a JOC Project Manager and obtains the identity of the EIC.
2. The selection of a Contractor is based on the geographic location of the work, the type of work involved in the Project, and the requirements of the Wicks Law.
3. Project Numbers will start with Contract # and 001, 002,..... 00N, etc.



4. Job Order Numbers will be assigned as follows starting with 00:



5. A separate OGS Project Number will also be provided for reference; they will be J0001, J0002, ... .. J000N, etc.
6. JOC Project Manager:
  - a) *opens a file in Progen® and enters general project information; and*
  - b) *prepares a Job Order File.*

**C. *Develop Preliminary Scope and Prepare for Joint Scope Meeting***

1. JOC Project Manager meets with the EIC and Client/Facility Representative and investigates the work to be accomplished, the availability of information and documents concerning the site and the work in place (e.g. as-built drawings), the availability of information and documents concerning the work to be performed (drawings, sketches, summaries, material or equipment schedules) and the items listed below to be discussed at the Joint Scope Meeting.
2. JOC Project Manager obtains the requirements for permits and controlled inspections, if any.
3. JOC Project Manager collects all available information and documents concerning the site and the work in place.
4. JOC Project Manager prepares a Preliminary Scope of Work. If required, the JOC Project Manager arranges for the assistance of an architect or engineer to assist in developing the scope of the work.
5. If not already provided, the JOC Project Manager prepares a general independent estimate of the cost of the work. The estimate need not be exact, but should be a realistic range of the expected cost of the work.
6. JOC Project Manager discusses the schedule of the work with the Client representative.
7. JOC Project Manager schedules a Joint Scope Meeting with the EIC, Contractor, Client/Facility Representative, if appropriate, others. The JOC Project Manager prepares and sends to each invitee a Notice of Joint Scope Meeting. The JOC Project Manager sends the Contractor the Preliminary Scope of Work and the available information and documents concerning the site and the work in place.
8. JOC Project Manager prepares for the Joint Scope Meeting by reviewing the items to be discussed at the meeting and makes as many decisions about the items as possible.

**D. *Joint Scope Meeting and Developing the Scope of Work***

1. JOC Project Manager makes the introductions and conducts the Joint Scope Meeting.

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## EXECUTION PROCEDURES

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2. JOC Project Manager explains the work to be performed. At a minimum the JOC Project Manager and the Contractor should discuss and reach an agreement on the following items:
  - a) *overall intent of the work as well as the specific tasks constituting the work to be performed;*
  - b) *schedule for the construction expressed in days, not dates, and the possible start date;*
  - c) *hours during which the work will be performed and the Adjustment Factors that will be used. More than one Adjustment Factor may be used on a Job Order;*
  - d) *access to the work site including any work restrictions;*
  - e) *the presence of hazardous materials and coordination with the NYSOGS's Hazmat group, if required,;*
  - f) *sketches, drawings, catalog cuts, technical data on equipment or material, Samples and other submittals required;*
  - g) *permits, filings and controlled inspections;*
  - h) *coordination with other Contractors, if any, and a clear line of demarcation between the work of all such Contractors;*
  - i) *requirements for as-built drawings;*
  - j) *whether liquidated damages will apply;*
  - k) *whether the Proposal will be organized by category of work or in some other way, and the due date for the Proposal.*
3. JOC Project Manager and Contractor discuss which Adjustment Factor will be applied to each task or groups of tasks. More than one Adjustment Factor can be used in a Price Proposal and a particular task may be broken down into parts, one part to be at a certain Adjustment Factor, another part to be at a different Adjustment Factor.
4. Following the Joint Scope Meeting, the JOC Project Manager prepares or has prepared the Detailed Scope of Work. The Detailed Scope of Work may reference drawings, sketches, or other documents. The JOC Project Manager sends the Detailed Scope of Work to the Contractor and, if appropriate, the Client/Facility Representative for review.
5. Once the Detailed Scope of Work is finalized, the JOC Project Manager prepares and sends to Contractor a Request for Proposal and the agreed upon Detailed Scope of Work.



**E. Revise Estimate, Prepare Proposal and Review**

1. If there were changes or additions to the Detailed Scope of Work following the Joint Scope Meeting, JOC Project Manager updates the estimate.
2. Contractor prepares a Proposal. The Proposal shall include at a minimum:
  - a) *Price Proposal (with cover sheet and back-up for all Non-Prepriced Tasks);*
  - b) *Construction schedule expressed in number of days, not dates;*
  - c) *Required submittals (Catalog Cuts, Samples, Technical Data);*
  - d) *Required drawings, sketches;*
  - e) *A list of proposed Subcontractors and the estimated value of the subcontract (this is entered into Progen®5 and transmitted electronically to OGS)*
  - f) *A list of proposed M / WBE Subcontractors and the estimated value of the subcontract (this is entered into Progen®5 and transmitted electronically to OGS).*
3. Contractor shall prepare, and be ready to provide, all back-up calculations, routing diagrams etc. to determine quantities included in the Price Proposal.
4. The documentation supporting each Non-Prepriced Task is stapled together. The Contractor prepares a cover sheet setting forth in detail the calculation appearing in the General Conditions. For the labor component, the Contractor sets forth the number of hours for each worker and the task to be performed. The Contractor includes copies of all material and Subcontractor quotes.
5. JOC Project Manager Validates the Proposal in Progen®. JOC Project Manager shall not permit a Proposal to be processed unless Validation is successful.
6. JOC Project Manager reviews all portions of the Proposal including the Price Proposal which is compared to the estimate previously prepared and to the available budget. JOC Project Manager reviews the Price Proposal in accordance with the General Approach for Reviewing Proposals set forth in the Training Manual.
7. JOC Project Manager communicates the required changes to the Contractor and if appropriate, schedules a meeting.

## EXECUTION PROCEDURES

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8. Contractor revises the Proposal and resubmits it.
9. Each revision of the Price Proposal submitted must be Validated separately.
10. Once an acceptable Proposal is received, JOC Project Manager:
  - a) *schedules the start and completion dates for construction with the Client representative and the Contractor*
  - b) *enters the anticipated construction start and completion dates in Progen® ,*
  - c) *prints out two original Job Orders.*
11. JOC Project Manager places the original Job Orders in the Job Order File, signs the Job Orders and submits the proposed Job Orders along with the Job Order File to the JOC Manager who, if in agreement, signs the Job Orders.
12. JOC Project Manager also obtains the signature of the Director of Construction.
13. JOC Project Manager sends an original Job Order to the Contractor.

### **F. Pre-Construction Activities**

1. If required, JOC Project Manager verifies that the Contractor will file the Project and obtain the required permits.
2. JOC Project Manager verifies that controlled inspections or other technical inspections have been scheduled.
3. If work is to be performed on a site occupied by other Contractors, the EIC notifies the other Contractors of the JOC Contractor's anticipated start date.
4. If the JOC Project Manager and/or the EIC deems necessary, the JOC Project Manager and/or the EIC conduct a pre-construction meeting at the site.

**G. Construction and Inspections**

1. Contractor shall begin work on the construction start date agreed to by the JOC Project Manager.
2. EIC reviews all submittals.
3. EIC inspects the work and approves payments in accordance with NYSOGS's procedures.
4. If any additional work or credits are required, EIC shall contact the JOC Project Manager and a new Job Order shall be developed.

**H. Close Out**

1. To close out a Job Order, the EIC and /or JOC Project Manager will:
  - a) *verify that all documents are in the Job Order File;*
  - b) *complete the Contractor Evaluation Form;*
2. JOC Project Manager submits the completed Job Order File to the JOC Manager.
3. JOC Manager reviews the Job Order File and discusses with the JOC Project Manager any discrepancies or deficiencies in the Job Order File, or in the procedures followed.
4. JOC Manager places the Job Order File and other records in storage.

End of Procedures



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# SAMPLE CONSTRUCTION TASK CATALOG



THE  
**GORDIAN**  
GROUP®



<b>Finishes</b>	<b>09</b>	<b>09</b>
Flooring	09 60	
Resilient Flooring	09 65	

MINOR CSI UOM DESCRIPTION	TOTAL DIRECT UNIT COST	DEMOLITION UNIT COST
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## 09 Finishes

**09 65 Resilient Flooring** (09 60)  
See CSI section 03 54 00 00-0001 for self leveling underlayment for uneven floors.

### 09 65 13 Resilient Base And Accessories

(09 65)

#### 09 65 13 13 Resilient Base

(09 65 13)

#### 09 65 13 13-0001 1/8" Thick Vinyl Plastic Wall Base

(09 65 13 13)

Note: Includes inside and outside premolded corners.

09 65 13 13-0002	LF 4" High 1/8" Vinyl Plastic Base, All Colors .....	1.81		0.42
	<i>For Extra Stock, Material Only, Deduct</i>	-0.80		
	<i>For 3/32" Thick, Deduct</i>	-0.10		
	<i>For Up To 20, Add</i>	0.61		
	<i>For &gt; 20 To 40, Add</i>	0.35		
	<i>For &gt; 40 To 100, Add</i>	0.13		
09 65 13 13-0003	LF 6" High 1/8" Vinyl Plastic Base, All Colors .....	2.66		0.50
	<i>For Extra Stock, Material Only, Deduct</i>	-0.96		
	<i>For 3/32" Thick, Deduct</i>	-0.17		
	<i>For Up To 20, Add</i>	0.80		
	<i>For &gt; 20 To 40, Add</i>	0.47		
	<i>For &gt; 40 To 100, Add</i>	0.18		

#### 09 65 13 13-0004 1/8" Thick Rubber Wall Base

(09 65 13 13)

09 65 13 13-0005	LF 4" High 1/8" Rubber Base, Group 1 Black, Russet And Umber .....	1.56		0.50
	<i>For Up To 20, Add</i>	0.68		
	<i>For &gt; 20 To 40, Add</i>	0.38		
	<i>For &gt; 40 To 100, Add</i>	0.13		
09 65 13 13-0006	LF 6" High 1/8" Rubber Base, Group 1 Black, Russet And Umber .....	1.75		0.50
	<i>For Up To 20, Add</i>	0.71		
	<i>For &gt; 20 To 40, Add</i>	0.40		
	<i>For &gt; 40 To 100, Add</i>	0.14		
09 65 13 13-0007	LF 4" High 1/8" Rubber Base, Group 2 All (Except White) .....	1.63		0.50
	<i>For Up To 20, Add</i>	0.69		
	<i>For &gt; 20 To 40, Add</i>	0.39		
	<i>For &gt; 40 To 100, Add</i>	0.14		
09 65 13 13-0008	LF 6" High 1/8" Rubber Base, Group 2 All (Except White) .....	1.89		0.50
	<i>For Up To 20, Add</i>	0.73		
	<i>For &gt; 20 To 40, Add</i>	0.41		
	<i>For &gt; 40 To 100, Add</i>	0.15		
09 65 13 13-0009	LF 4" High 1/8" Rubber Base, Group 3 White Only .....	1.51		0.50
	<i>For Up To 20, Add</i>	0.67		
	<i>For &gt; 20 To 40, Add</i>	0.38		
	<i>For &gt; 40 To 100, Add</i>	0.13		
09 65 13 13-0010	LF 6" High 1/8" Rubber Base, Group 3 Only .....	1.77		0.50
	<i>For Up To 20, Add</i>	0.71		
	<i>For &gt; 20 To 40, Add</i>	0.40		
	<i>For &gt; 40 To 100, Add</i>	0.14		
09 65 13 13-0011	EA 4" High 1/8" Rubber Corner .....	1.84		0.50
09 65 13 13-0012	EA 6" High 1/8" Rubber Corner .....	2.13		0.50

### 09 65 13 23 Resilient Stair Treads And Risers

(09 65 13)

Note: All treads have integral nosing. Abrasive strip modifiers include either 1 or 2 strips running the length of the tread. All colors.

#### 09 65 13 23-0001 Rubber Stair Treads and Risers

(09 65 13 23)

#### 09 65 13 23-0002 Raised Disc Or Other Patterned Rubber Stair Tread

(09 65 13 23-0001)

09 65 13 23-0003	LF 3/16" Thick, 9" To 12-1/2" Deep, Rubber Stair Tread .....	11.22		0.72
	Note: Raised disc or other pattern.			
	<i>For Abrasive Strip, Add</i>	2.75		
	<i>For Photo Luminescent Abrasive Strip, Add</i>	3.75		
09 65 13 23-0004	LF 1/4" Thick, 9" To 12-1/2" Deep, Rubber Stair Tread .....	12.04		0.77
	Note: Raised disc or other pattern.			
	<i>For Abrasive Strip, Add</i>	2.75		
	<i>For Photo Luminescent Abrasive Strip, Add</i>	3.75		
09 65 13 23-0005	LF 5/16" Thick, 9" To 12-1/2" Deep, Rubber Stair Tread .....	15.11		0.82
	Note: Raised disc or other pattern.			
	<i>For Abrasive Strip, Add</i>	2.75		
	<i>For Photo Luminescent Abrasive Strip, Add</i>	3.75		

#### 09 65 13 23-0006 Smooth Surface Rubber Stair Tread

(09 65 13 23-0001)

09 65 13 23-0007	LF 3/16" Thick, 9" To 12-1/2" Deep, Rubber Stair Tread .....	10.38		0.72
	Note: Smooth surface.			
	<i>For Abrasive Strip, Add</i>	2.75		
	<i>For Photo Luminescent Abrasive Strip, Add</i>	3.75		

**09 Finishes****09 60 Flooring****09 65 Resilient Flooring**

MINOR CSI UOM DESCRIPTION	TOTAL DIRECT UNIT COST	DEMOLITION UNIT COST
09 65 13 23-0008 LF 1/4" Thick, 9" To 12-1/2" Deep, Rubber Stair Tread..... Note: Smooth surface. For Abrasive Strip, Add For Photo Luminescent Abrasive Strip, Add	11.12 2.75 3.75	0.77
09 65 13 23-0009 LF 5/16" Thick, 9" To 12-1/2" Deep, Rubber Stair Tread..... Note: Smooth surface. For Abrasive Strip, Add For Photo Luminescent Abrasive Strip, Add	13.88 2.75 3.75	0.83
<b>09 65 13 23-0010 Smooth Surface Rubber Stair Riser</b> (09 65 13 23-0001)		
09 65 13 23-0011 LF 1/8" Thick, Smooth Surface Rubber Stair Riser .....	6.06	0.43
<b>09 65 13 23-0012 Smooth, Raised Disc or Other Patterned Rubber Landing Mats</b> (09 65 13 23-0001)		
09 65 13 23-0013 SF 1/8" Thick, Rubber Landing Mats ..... Note: Smooth, raised disc or other patterned surface.	9.06	0.72
09 65 13 23-0014 SF 3/16" Thick, Rubber Landing Mats ..... Note: Smooth, raised disc or other patterned surface.	9.82	0.72
09 65 13 23-0015 SF 7/32" Thick, Rubber Landing Mats ..... Note: Smooth, raised disc or other patterned surface.	11.29	0.72
<b>09 65 13 23-0016 Vinyl Stair Treads and Risers</b> (09 65 13 23)		
<b>09 65 13 23-0017 Ribbed Vinyl Stair Tread</b> (09 65 13 23-0016)		
09 65 13 23-0018 LF 1/8" Thick, 9" To 12-1/2" Deep, Ribbed Vinyl Stair Tread ..... For Abrasive Strip, Add	6.24 2.75	0.66
09 65 13 23-0019 LF 3/16" Thick, 9" To 12-1/2" Deep, Ribbed Vinyl Stair Tread ..... For Abrasive Strip, Add	9.64 2.75	0.72
09 65 13 23-0020 LF 1/4" Thick, 9" To 12-1/2" Deep, Ribbed Vinyl Stair Tread ..... For Abrasive Strip, Add	10.91 2.75	0.77
<b>09 65 13 23-0021 Smooth Surface Vinyl Stair Riser</b> (09 65 13 23-0016)		
09 65 13 23-0022 LF 1/8" Thick, Smooth Surface Vinyl Stair Riser .....	4.70	0.43
<b>09 65 13 33 Resilient Accessories</b> (09 65 13)		
<b>09 65 13 33-0001 Leveling Compounds</b> (09 65 13 33)		
09 65 13 33-0002 SF Latex Self Leveling Underlay, 1/8" Thick.....	0.55	0.33
09 65 13 33-0003 SF Latex Self Leveling Underlay, 1/4" Thick.....	0.82	0.33
<b>09 65 13 33-0004 Concrete Floor Prep</b> (09 65 13 33)		
09 65 13 33-0005 SF Remove Glue From Concrete Floor ..... Note: For removal of glue from VCT or carpet placement. Not to be used in conjunction with demolition tasks associated with floor tile installation.	0.42	
<b>09 65 16 Resilient Sheet Flooring</b> (09 65)		
<b>09 65 16 23 Vinyl Sheet Flooring</b> (09 65 16)		
<b>09 65 16 23-0001 Seamless Resilient Vinyl Flooring</b> (09 65 16 23)		
Note: Armstrong World Industries Inc., "Medintech PVC", Tarkett Inc., "Expressions Optima", Forbo "Smaragd" or an approved equal. With welded seams.		
09 65 16 23-0002 SF 1/8" Seamless Resilient Floor ..... For Each LF Of Integral Cove Base, Add	5.83 2.09	1.26
09 65 16 23-0003 SF 3/16" Seamless Resilient Floor ..... For Each LF Of Integral Cove Base, Add	6.27 2.27	1.26
09 65 16 23-0004 SF 1/4" Seamless Resilient Floor ..... For Each LF Of Integral Cove Base, Add	7.95 2.94	1.26
<b>09 65 16 23-0005 Vinyl Sheet Goods, Backed</b> (09 65 16 23)		
09 65 16 23-0006 SF 0.070" Thick Vinyl Sheet Goods, Backed..... For Up To 40, Add For > 40 To 100, Add For Heat Welded Seams, Add For < 10, Add	1.62 1.05 0.53 2.09 0.30	0.22
09 65 16 23-0007 SF 0.093" Thick Vinyl Sheet Goods, Backed..... For Up To 40, Add For > 40 To 100, Add For Heat Welded Seams, Add For < 10, Add	1.87 1.10 0.55 2.09 0.34	0.22
09 65 16 23-0008 SF 0.125" Thick Vinyl Sheet Goods, Backed..... For Up To 40, Add For > 40 To 100, Add For Heat Welded Seams, Add For < 10, Add	2.09 1.15 0.57 2.09 0.37	0.25



<b>Finishes</b>	<b>09</b>	<b>09</b>
Flooring	09 60	
Resilient Flooring	09 65	

MINOR	TOTAL DIRECT	DEMOLITION
CSI UOM DESCRIPTION	UNIT COST	UNIT COST
09 65 16 23-0009 SF 0.250" Thick Vinyl Sheet Goods, Backed.....	2.86	0.25
For Up To 40, Add	1.30	
For > 40 To 100, Add	0.65	
For Heat Welded Seams, Add	2.09	
For < 10, Add	0.49	
09 65 16 23-0010 SF Medical Grade Vinyl Sheet Goods, Backed, With Welded Seams.....	5.32	0.75
For Up To 40, Add	3.98	
For > 40 To 100, Add	1.99	
For < 10, Add	1.02	
<b>09 65 16 23-0011 Vinyl Sheet Flooring (09 65 16 23)</b>		
09 65 16 23-0012 SF 0.085" Thick, Commercial Grade Sheet Vinyl Flooring, Assorted Colors.....	1.46	0.27
For > 1000, Deduct	-0.09	
For Up To 40, Add	1.01	
For > 40 To 100, Add	0.50	
For < 10, Add	0.27	
09 65 16 23-0013 SF 0.085" Thick, Sheet Vinyl Floor, Vinyl Chip Pattern, No-Wax Wear Surface.....	1.69	0.27
For > 1000, Deduct	-0.11	
For Up To 40, Add	1.05	
For > 40 To 100, Add	0.53	
For < 10, Add	0.31	
09 65 16 23-0014 SF 0.085" Thick, Sheet Vinyl Flooring, Inlaid, No-Wax Wear Surface.....	2.20	0.27
For > 1000, Deduct	-0.17	
For Up To 40, Add	1.16	
For > 40 To 100, Add	0.58	
For < 10, Add	0.39	
09 65 16 23-0015 SF Flash Cove Vinyl Sheet Flooring, Continued 6" Up Wall Surface.....	1.45	0.27
<b>09 65 19 Resilient Tile Flooring (09 65)</b>		
Note: Includes mastic, and finished flooring being cleaned, sealed and polished. Demolition includes removal of the tile and adhesive and cleaning of the surface for a new floor.		
09 65 19 00-0001 Vinyl Tile (09 65 19)		
Note: Any size.		
09 65 19 00-0002 Vinyl Composition Tile 1/8" Thick (09 65 19 00-0001)		
09 65 19 00-0003 SF Marbleized Pattern Vinyl Composition Tile 1/8" Thick.....	1.97	0.50
For Premium Grade Vinyl Tile, Add	0.34	
For Extra Stock, Material Only, Deduct	-0.59	
For 3/32" Thick, Deduct	-0.14	
For Up To 20, Add	0.54	
For > 20 To 40, Add	0.32	
For > 40 To 100, Add	0.13	
For > 1000 To 3000, Deduct	-0.03	
For > 3000 To 6000, Deduct	-0.05	
For > 6000 SF, Deduct	-0.07	
09 65 19 00-0004 SF Travertine Pattern Vinyl Composition Tile 1/8" Thick.....	2.09	0.50
For Premium Grade Vinyl Tile, Add	0.37	
For Extra Stock, Material Only, Deduct	-0.59	
For 3/32" Thick, Deduct	-0.15	
For Up To 20, Add	0.56	
For > 20 To 40, Add	0.33	
For > 40 To 100, Add	0.14	
For > 1000 To 3000, Deduct	-0.03	
For > 3000 To 6000, Deduct	-0.06	
For > 6000 SF, Deduct	-0.07	
09 65 19 00-0005 SF Solid Color Vinyl Composition Tile 1/8" Thick.....	1.76	0.50
For Premium Grade Vinyl Tile, Add	0.29	
For Extra Stock, Material Only, Deduct	-0.59	
For 3/32" Thick, Deduct	-0.11	
For Up To 20, Add	0.51	
For > 20 To 40, Add	0.30	
For > 40 To 100, Add	0.12	
For > 1000 To 3000, Deduct	-0.02	
For > 3000 To 6000, Deduct	-0.05	
For > 6000 SF, Deduct	-0.06	
09 65 19 00-0006 Solid Vinyl Tile 1/8" Thick (09 65 19 00-0001)		
09 65 19 00-0007 SF Travertine Pattern Resilient Tile Floor Solid Vinyl Tile 1/8" Thick.....	4.02	0.50
For Patterned Layout, Add	0.37	
For Extra Stock, Material Only, Deduct	-0.82	
For 3/32" Thick, Deduct	-0.32	
For Up To 20, Add	0.95	
For > 20 To 40, Add	0.57	
For > 40 To 100, Add	0.24	
For > 1000 To 3000, Deduct	-0.06	
For > 3000 To 6000, Deduct	-0.13	
For > 6000 SF, Deduct	-0.16	



**09 Finishes****09 60 Flooring****09 65 Resilient Flooring**

MINOR	CSI	UOM	DESCRIPTION	TOTAL DIRECT UNIT COST	DEMOLITION UNIT COST
09 65 19 00-0008	SF		Marbleized Pattern Resilient Tile Floor Solid Vinyl Tile 1/8" Thick .....	3.90	0.50
			<i>For Patterned Layout, Add</i>	0.37	
			<i>For Extra Stock, Material Only, Deduct</i>	-0.82	
			<i>For 3/32" Thick, Deduct</i>	-0.30	
			<i>For Up To 20, Add</i>	0.93	
			<i>For &gt; 20 To 40, Add</i>	0.56	
			<i>For &gt; 40 To 100, Add</i>	0.24	
			<i>For &gt; 1000 To 3000, Deduct</i>	-0.06	
			<i>For &gt; 3000 To 6000, Deduct</i>	-0.12	
			<i>For &gt; 6000 SF, Deduct</i>	-0.15	
09 65 19 00-0009	SF		Solid Colors, Resilient Tile Floor Solid Vinyl Tile 1/8" Thick.....	4.03	0.50
			<i>For Patterned Layout, Add</i>	0.37	
			<i>For Extra Stock, Material Only, Deduct</i>	-0.82	
			<i>For 3/32" Thick, Deduct</i>	-0.32	
			<i>For Up To 20, Add</i>	0.95	
			<i>For &gt; 20 To 40, Add</i>	0.58	
			<i>For &gt; 40 To 100, Add</i>	0.24	
			<i>For &gt; 1000 To 3000, Deduct</i>	-0.06	
			<i>For &gt; 3000 To 6000, Deduct</i>	-0.13	
			<i>For &gt; 6000 SF, Deduct</i>	-0.16	
09 65 19 00-0010	SF		Skid Resistant Surface, Solid Vinyl Floor Tile, 1/8" Thick.....	5.69	0.50
			<i>For Patterned Layout, Add</i>	0.41	
			<i>For Extra Stock, Material Only, Deduct</i>	-0.59	
			<i>For 3/32" Thick, Deduct</i>	-0.51	
			<i>For Up To 20, Add</i>	1.10	
			<i>For &gt; 20 To 40, Add</i>	0.69	
			<i>For &gt; 40 To 100, Add</i>	0.32	
			<i>For &gt; 1000 To 3000, Deduct</i>	-0.10	
			<i>For &gt; 3000 To 6000, Deduct</i>	-0.20	
			<i>For &gt; 6000 SF, Deduct</i>	-0.25	
<b>09 65 19 00-0011</b>			<b>Vinyl Transition Strip (09 65 19 00-0001)</b>		
09 65 19 00-0012	LF		Vinyl Transition Strip, Brown Or Black .....	1.18	0.30
			<i>For Up To 20, Add</i>	0.35	
			<i>For &gt; 20 To 40, Add</i>	0.20	
			<i>For &gt; 40 To 100, Add</i>	0.08	
09 65 19 00-0013	LF		Vinyl Floor Tile Reducer Strip, Black Or Brown.....	1.02	
			<i>For Up To 20, Add</i>	0.32	
			<i>For &gt; 20 To 40, Add</i>	0.19	
			<i>For &gt; 40 To 100, Add</i>	0.07	
09 65 19 00-0014	LF		Vinyl Floor Tile Feature Strip, Brown Or Black.....	0.82	
			<i>For Up To 20, Add</i>	0.29	
			<i>For &gt; 20 To 40, Add</i>	0.17	
			<i>For &gt; 40 To 100, Add</i>	0.06	
<b>09 65 19 00-0015</b>			<b>Rubber Tile (09 65 19)</b>		
<b>09 65 19 00-0016</b>			<b>Rubber Tile With Raised Discs, Assorted Colors (09 65 19 00-0015)</b>		
09 65 19 00-0017	SF		1/8" Thick Rubber Tile.....	7.70	0.30
			Note: Smooth, raised disc or other patterned surface.		
			<i>For Up To 20, Add</i>	1.40	
			<i>For &gt; 20 To 40, Add</i>	0.89	
			<i>For &gt; 40 To 100, Add</i>	0.42	
09 65 19 00-0018	SF		3/16" Thick Rubber Tile.....	8.52	0.33
			Note: Smooth, raised disc or other patterned surface.		
			<i>For Up To 20, Add</i>	1.55	
			<i>For &gt; 20 To 40, Add</i>	0.99	
			<i>For &gt; 40 To 100, Add</i>	0.46	
09 65 19 00-0019	SF		7/32" Thick Rubber Tile.....	10.05	0.33
			Note: Smooth, raised disc or other patterned surface.		
			<i>For Up To 20, Add</i>	1.78	
			<i>For &gt; 20 To 40, Add</i>	1.14	
			<i>For &gt; 40 To 100, Add</i>	0.54	
<b>09 65 43</b>			<b>Linoleum Flooring (09 65)</b>		
<b>09 65 43 00-0001</b>			<b>Linoleum (09 65 43)</b>		
09 65 43 00-0002	SF		Linoleum Tile (Forbo Marmoleum Composition Tile, MCT) .....	3.30	0.54
			<i>For Up To 20, Add</i>	0.86	
			<i>For &gt; 20 To 40, Add</i>	0.51	
			<i>For &gt; 40 To 100, Add</i>	0.21	
09 65 43 00-0003	SF		2.5mm, Linoleum Sheet (Forbo Marmoleum).....	2.74	0.27
			<i>For Up To 20, Add</i>	0.63	
			<i>For &gt; 20 To 40, Add</i>	0.38	
			<i>For &gt; 40 To 100, Add</i>	0.16	
			<i>For 3.2mm Thickness, Add</i>	0.44	
			<i>For 2mm Thickness, Deduct</i>	-0.21	
<b>09 65 66</b>			<b>Resilient Athletic Flooring (09 65)</b>		
<b>09 65 66 00-0001</b>			<b>Sheet Goods For Gym (09 65 66)</b>		
09 65 66 00-0002	SF		1/4" PVC Cushioned Synthetic Gym Floor .....	7.13	1.41



<b>Finishes</b>	<b>09</b>	<b>09</b>
Flooring	09 60	
Resilient Flooring	09 65	

MINOR CSI UOM DESCRIPTION	TOTAL DIRECT UNIT COST	DEMOLITION UNIT COST
09 65 66 00-0003 SF 9/32" PVC Cushioned Synthetic Gym Floor.....	7.44	1.41
09 65 66 00-0004 SF 3/8" PVC Cushioned Synthetic Gym Floor.....	7.75	1.41
09 65 66 00-0005 SF 1/8" Rubber Sheet Good For Gym Floor Base.....	4.42	1.57
09 65 66 00-0006 SF 3/16" Rubber Sheet Good For Gym Floor Base.....	5.77	1.88
09 65 66 00-0007 SF 1/4" Rubber Sheet Good For Gym Floor Base.....	6.55	2.09
<b>09 65 66 00-0008 Interlocking Rubber Flooring</b> <small>(09 65 66)</small>		
09 65 66 00-0009 SF 3/8" Interlocking Rubber Athletic Flooring..... Note: Black with hidden or exposed locks. Pawling HL series.	7.36	0.23
<i>For Colors, Add</i>	<i>0.88</i>	
09 65 66 00-0010 SF 9/16" Interlocking Rubber Athletic Flooring..... Note: Black with hidden or exposed locks. Pawling HL series.	10.49	0.23
<i>For Colors, Add</i>	<i>1.27</i>	
<b>09 65 66 00-0011 Polyurethane Floor Systems</b> <small>(09 65 66)</small>		
09 65 66 00-0012 SF 7 mm Thick Base Coat, 2 mm Thick Top Coat, Polyurethane Floor System With Polyurethane/Rubber Granulate Base (Robbins Pulastic).....	8.92	0.68
09 65 66 00-0013 SF 9 mm Thick Base Coat, 2 mm Thick Top Coat, Polyurethane Floor System With Polyurethane/Rubber Granulate Base (Robbins Pulastic).....	10.06	0.68



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# SAMPLE TECHNICAL SPECIFICATIONS



THE  
**GORDIAN**  
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## SECTION 09 65 13 33 - RESILIENT FLOOR TILE

### 1.1 GENERAL

#### A. Description Of Work

1. This specification covers the furnishing and installation of materials for resilient floor tile. Products shall be as follows or as directed by the Owner. 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:
  - a. Solid vinyl floor tile.
  - b. Rubber floor tile.
  - c. Vinyl composition floor tile.
  - d. Resilient terrazzo floor tile.

#### C. Submittals

1. Product Data: For each type of product indicated.
2. LEED Submittals:
  - a. Product Data for Credit EQ 4.1: For adhesives, sealants and chemical-bonding compounds, including printed statement of VOC content.
3. Shop Drawings: For each type of floor tile. Include floor tile layouts, edges, columns, doorways, enclosing partitions, built-in furniture, cabinets, and cutouts.
  - a. Show details of special patterns.
4. Samples: Full-size units of each color and pattern of floor tile required.
5. Seam Samples: For seamless-installation technique indicated and for each flooring product, color, and pattern required; with seam running lengthwise and in center of **6-by-9-inch (150-by-230-mm)** Sample applied to a rigid backing and prepared by Installer for this Project.
6. Maintenance data.

#### D. Quality Assurance

1. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
  - a. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

#### E. Delivery, Storage, And Handling

1. Store floor tile and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than **50 deg F (10 deg C)** or more than **90 deg F (32 deg C)**. Store floor tiles on flat surfaces.

#### F. Project Conditions

1. Maintain ambient temperatures within range recommended by manufacturer, but not less than **70 deg F (21 deg C)** or more than **95 deg F (35 deg C)**, in spaces to receive floor tile during the following time periods:
  - a. 48 hours before installation.
  - b. During installation.
  - c. 48 hours after installation.
2. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than **55 deg F (13 deg C)** or more than **95 deg F (35 deg C)**.
3. Close spaces to traffic during floor tile installation.
4. Close spaces to traffic for 48 hours after floor tile installation.
5. Install floor tile after other finishing operations, including painting, have been completed.



## 1.2 PRODUCTS

- A. Solid Vinyl Floor Tile
1. Tile Standard: ASTM F 1700.
    - a. Class: As indicated by product designations **OR** Class I, monolithic vinyl tile **OR** Class II, surface-decorated vinyl tile **OR** Class III, printed film vinyl tile, **as directed**.
    - b. Type: Type A, smooth surface **OR** Type B, embossed surface, **as directed**.
  2. Thickness: **0.080 inch (2.0 mm) OR 0.100 inch (2.5 mm) OR 0.120 inch (3.0 mm) OR 0.125 inch (3.2 mm), as directed.**
  3. Size: **12 by 12 inches (305 by 305 mm) OR 18 by 18 inches (457 by 457 mm) OR 24 by 24 inches (610 by 610 mm) OR 36 by 36 inches (914 by 914 mm) OR 3 by 36 inches (76 by 914 mm), as directed.**
  4. Seaming Method: Heat welded **OR** Chemically bonded **OR** Standard, **as directed**.
  5. Colors and Patterns: As selected from full range of industry colors.
- B. Rubber Floor Tile
1. Tile Standard: ASTM F 1344, Class I-A, homogeneous rubber tile, solid color **OR** Class I-B, homogeneous rubber tile, through mottled **OR** Class II-A, laminated rubber tile, solid-color wear layer **OR** Class II-B, laminated rubber tile, mottled wear layer, **as directed**.
  2. Hardness: Not less than 85 as required by ASTM F 1344, measured using Shore, Type A durometer per ASTM D 2240 **OR** Manufacturer's standard hardness, **as directed**.
  3. Wearing Surface: Smooth **OR** Textured **OR** Molded pattern, **as directed**.
    - a. Molded-Pattern Figure: Raised discs **OR** Raised squares, **as directed**.
  4. Thickness: **0.125 inch (3.2 mm).**
  5. Size: **12 by 12 inches (305 by 305 mm) OR 24 by 24 inches (610 by 610 mm), as directed.**
  6. Seaming Method: Heat welded **OR** Chemically bonded **OR** Standard, **as directed**.
  7. Colors and Patterns: As selected from full range of industry colors.
- C. Vinyl Composition Floor Tile
1. Tile Standard: ASTM F 1066, Class 1, solid-color tile **OR** Class 2, through-pattern tile **OR** Class 3, surface-pattern tile, **as directed**.
  2. Wearing Surface: Smooth **OR** Embossed, **as directed**.
  3. Thickness: **0.125 inch (3.2 mm).**
  4. Size: **12 by 12 inches (305 by 305 mm).**
  5. Colors and Patterns: As selected from full range of industry colors.
- D. Resilient Terrazzo Floor Tile
1. Resilient Terrazzo Floor Tile: Marble or granite chips embedded in flexible, thermoset-polyester-resin matrix; electrically nonconductive and chemical, oil, and corrosion resistive, with smooth wearing surface and manufacturer's standard factory-applied, protective urethane coating.
  2. Thickness: **1/8 inch (3.0 mm) OR 3/16 inch (4.8 mm), as directed.**
  3. Size: **12 by 12 inches (305 by 305 mm).**
  4. Performance Characteristics:
    - a. Compressive Strength: **2900 to 5000 psi (20 to 34.5 MPa)**, ASTM C 109/C 109M or ASTM D 695.
    - b. Abrasion Resistance: Maximum 0.0196 cubic centimeters volume loss, ASTM F 510, Taber abrader, S-39 wheels, at 500 cycles with 1000-gram load.
    - c. Static Load Limit: **0.0007-inch (0.0177-mm)** maximum indentation, ASTM F 970 at **125 lb (57 kg)**.
    - d. Resin Matrix Hardness: Not less than 78, as measured using Shore, Type D durometer per ASTM D 2240.
  5. Colors and Patterns: As selected from full range of industry colors.
- E. Installation Materials



1. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by manufacturer for applications indicated.
2. Adhesives: Water-resistant type recommended by manufacturer to suit floor tile and substrate conditions indicated.
  - a. Use adhesives that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
    - 1) VCT and Asphalt Tile Adhesives: Not more than 50 g/L.
    - 2) Rubber Floor Adhesives: Not more than 60 g/L.
3. Seamless-Installation Accessories:
  - a. Heat-Welding Bead: Manufacturer's solid-strand product for heat welding seams.
    - 1) Color: As selected from manufacturer's full range to contrast with floor tile **OR** Match floor tile, **as directed**.
  - b. Chemical-Bonding Compound: Manufacturer's product for chemically bonding seams.
    - 1) Use chemical-bonding compound that has a VOC content of 350 **OR** 510, **as directed**, g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
4. Floor Polish: Provide protective liquid floor polish products as recommended by manufacturer.
5. Joint Sealant for Resilient Terrazzo Floor Tile: Silicone sealant of type and grade as recommended in writing by manufacturer to suit resilient terrazzo floor tile.
  - a. Use sealant that has a VOC content of not more than 250 g/L when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  - b. Joint-Sealant Color: White **OR** As selected from manufacturer's full range to match floor tile **OR** Match floor tile, **as directed**.
6. Sealers and Finish Coats for Resilient Terrazzo Floor Tile: Premium-type products as recommended by manufacturer for resilient terrazzo floor tile.

### 1.3 EXECUTION

#### A. Preparation

1. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
2. Concrete Substrates: Prepare according to ASTM F 710.
  - a. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
  - b. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
  - c. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
  - d. Moisture Testing: Perform tests recommended by manufacturer and as follows. Proceed with installation only after substrates pass testing.
    - 1) Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of **3 lb of water/1000 sq. ft. (1.36 kg of water/92.9 sq. m)** in 24 hours.
    - 2) Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75% relative humidity level measurement.
3. Access Flooring Panels: Remove protective film of oil or other coating using method recommended by access flooring manufacturer.
4. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
5. Do not install floor tiles until they are same temperature as space where they are to be installed.
  - a. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.



6. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

**B. Floor Tile Installation**

1. Comply with manufacturer's written instructions for installing floor tile.
2. Lay out floor tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
  - a. Lay tiles square with room axis **OR** at a 45-degree angle with room axis **OR** in pattern indicated, **as directed**.
3. Match floor tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.
  - a. Lay tiles with grain running in one direction **OR** with grain direction alternating in adjacent tiles (basket-weave pattern) **OR** in pattern of colors and sizes indicated, **as directed**.
4. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.
5. Extend floor tiles into toe spaces, door reveals, closets, and similar openings. Extend floor tiles to center of door openings.
6. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent, nonstaining marking device.
7. Install floor tiles on covers for telephone and electrical ducts, building expansion-joint covers, and similar items in finished floor areas. Maintain overall continuity of color and pattern between pieces of tile installed on covers and adjoining tiles. Tightly adhere tile edges to substrates that abut covers and to cover perimeters.
8. Adhere floor tiles to flooring substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.
9. Seamless Installation:
  - a. Heat-Welded Seams: Comply with ASTM F 1516. Rout joints and heat weld with welding bead to permanently fuse sections into a seamless floor covering. Prepare, weld, and finish seams to produce surfaces flush with adjoining floor covering surfaces.
  - b. Chemically Bonded Seams: Bond seams with chemical-bonding compound to permanently fuse sections into a seamless floor covering. Prepare seams and apply compound to produce tightly fitted seams without gaps, overlays, or excess bonding compound on floor covering surfaces.

**C. Cleaning And Protection**

1. Comply with manufacturer's written instructions for cleaning and protection of floor tile.
2. Perform the following operations immediately after completing floor tile installation:
  - a. Remove adhesive and other blemishes from exposed surfaces.
  - b. Sweep and vacuum surfaces thoroughly.
  - c. Damp-mop surfaces to remove marks and soil.
3. Protect floor tile products from marks, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
4. Floor Polish: Remove soil, visible adhesive, and surface blemishes from floor tile surfaces before applying liquid floor polish.
  - a. Apply one **OR** two **OR** three, **as directed**, coat(s).
5. Joint Sealant: Apply sealant to resilient terrazzo floor tile perimeter and around columns, at door frames, and at other joints and penetrations.
6. Sealers and Finish Coats: Remove soil, visible adhesive, and surface blemishes from resilient terrazzo floor tile surfaces before applying liquid cleaners, sealers, and finish products.
  - a. Sealer: Apply two base coats of liquid sealer.





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- b. Finish: Apply two **OR** three, **as directed**, coats of liquid floor finish.
  7. Cover floor tile until Substantial Completion.

END OF SECTION 09 65 13 33



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# CHAPTER 1 - LOGGING IN AND SCREEN SETUP

In this section you will find all you need to know to get started with eGordian. This is the start of it all, this section gives you the steps on Accessing eGordian, Setting up Tabs and Apps, Adding/Changing, Removing, Adjusting Size, and Location of Apps. Also you will find information on Clean Up Details Tabs, Switching Between Owners/Contractors, Grouping with the Job Order List App, Multiple Owner Interface, Search Tab for use with the Multiple Owner Interface, and Notifications.

## Accessing eGordian

1. Open up the desired web browser
2. Go to <http://www.egordian.com/>
3. In the top right hand corner of the screen click on 
4. A Login screen will pop-up. Enter the assigned user name and password.



5. Once logged in, click on “Apps” at the top left hand of the screen to enter the application.





## Setting up Tabs and Apps

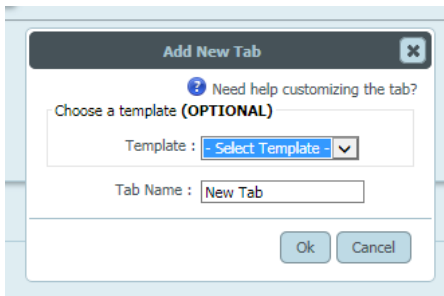
There are two ways you can set up your Tabs and Apps, Manually and Using Templates. In this article we will show you how to do both ways.

### Manually

1. eGordian is designed to allow the user the ability to setup the screen to their desire. When a new user initially logs into the system the first time they may not have anything tabs. Click on “New Tab” at the top left hand corner of the screen.

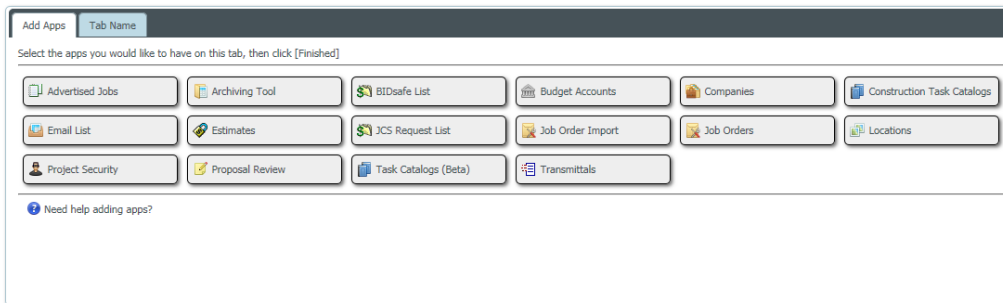


The “Add New Tab” screen will pop-up. Assign the tab a name.



2. Once a tab name is entered the “Tab Options” screen for the Apps to view on the tab appears. To select an App just click on it with the mouse. It will then highlight yellow.

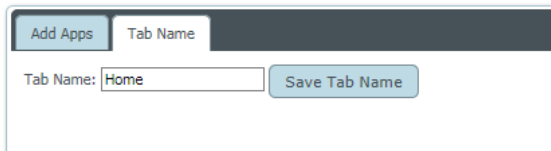
\* A good name for the first tab is “Home”. Most relate that back to their main page they are working from.



\* The security permissions of the user who is logged in will dictate what apps are available.

3. Click the “Finished” button.
4. If the name of the tab was not entered previously, the user has the option to click the “Tab Name” tab to rename the tab before saving it.

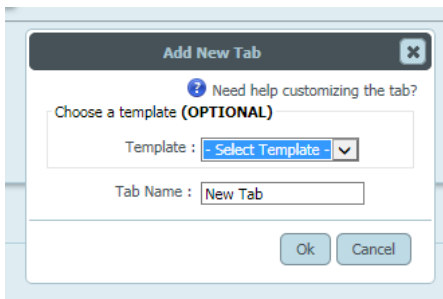




5. Then click the Save Tab Name button.

### Using Templates

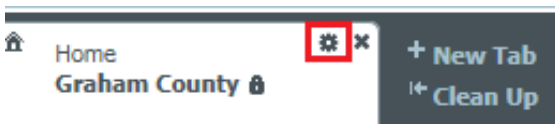
1. Click on “New Tab” at the top screen.
- \* This feature is only available if a Gordian Project Manager has already setup a template.
2. An “Add New Tab” screen will pop-up.



3. Click the down arrow and select the template.
4. Give the tab a name.
5. Click the “Ok” button.

### Adding / Changing Apps

1. If an App is needed that is not already located on the tab click on the picture of the gear next to the tab name.



2. The Apps List will display.
3. Click on the App to highlight it yellow then click the “Finished” button.
4. The Apps selected will appear in the tab.





## Removing an App

1. If an App is no longer wanted on the tab click the circle with the x in the top left corner of the App.



2. A “Close?” pop-up screen will verify that the user would like to close the App. Click OK to perform the action.

## Adjusting the App Size

You can re-size the apps by clicking on the gear in the Apps title bar.

\* Adjust the Job Order App to the “Medium” or “Large” setting. That will allow the user to see the most information.



## Adjusting the App Location

1. The Apps have the ability to be moved around within the tab. Click and hold down the mouse button on the Tab Bar.
2. The mouse will turn into a cross arrow.
3. The area that the Apps is being moved into will be outlined by a broken border. This area is known as a landing zone.
4. Drag the app to the preferred area and release. The App can only release into an area with the broken border.





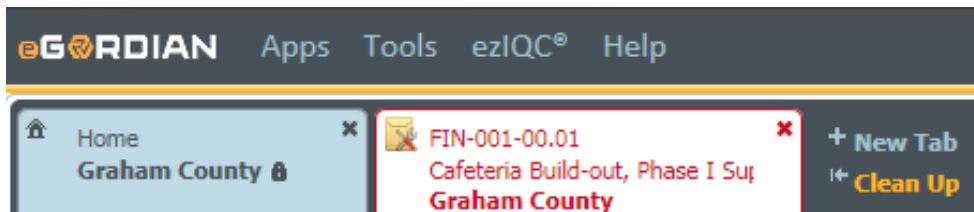
## Clean Up Detail Tabs

\* This button becomes very useful when there are multiple unneeded tabs opened. Having multiple tabs opened can cause the user's session of eGordian to run slower so closing unneeded tabs is always a good practice.

1. In the tab bar put the cursor over “Clean Up”



2. The tabs that will be closed highlight red.



3. Click on “Clean Up” to close them all at once.

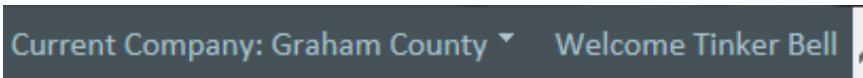


## Switching Between Owners/Contractors

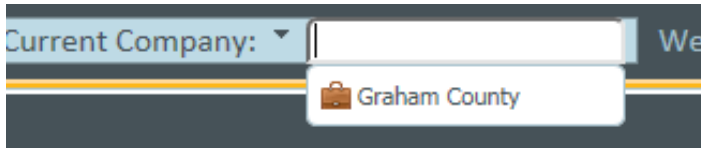
If the user has access to multiple contracts or multiple owners, he or she will need to "switch owners" or "switch contractors" to view other contracts.

\* Do not forget, if a user has access to multiple contracts, that user has to switch between those contracts.

1. To switch between different owners or contractors, click on the "contractor name" or "owner name" in the top right hand corner.



2. The field where the owner or contractor's name appears will become a text box as seen below.



3. Begin typing in the new desired contractor or owner.

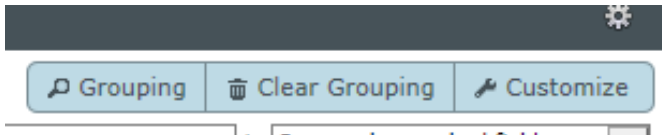




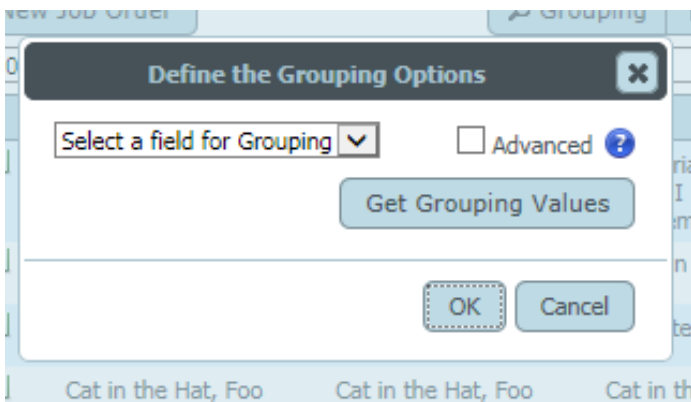
## Grouping With the Job Order List App

The Job Order List App allows the user additional options for grouping and customization of the information that is displayed.

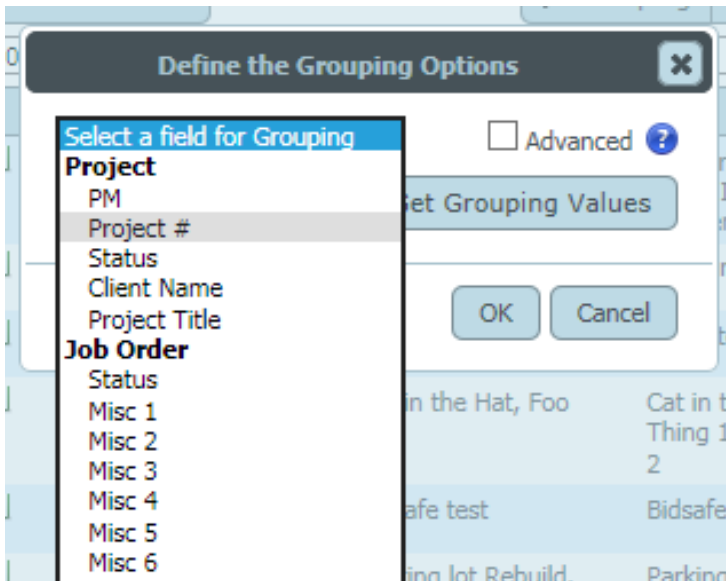
1. The Buttons on the top right of the app are designed to customize the way the data is displayed.



2. The Grouping button will open the Define the Grouping Option window.



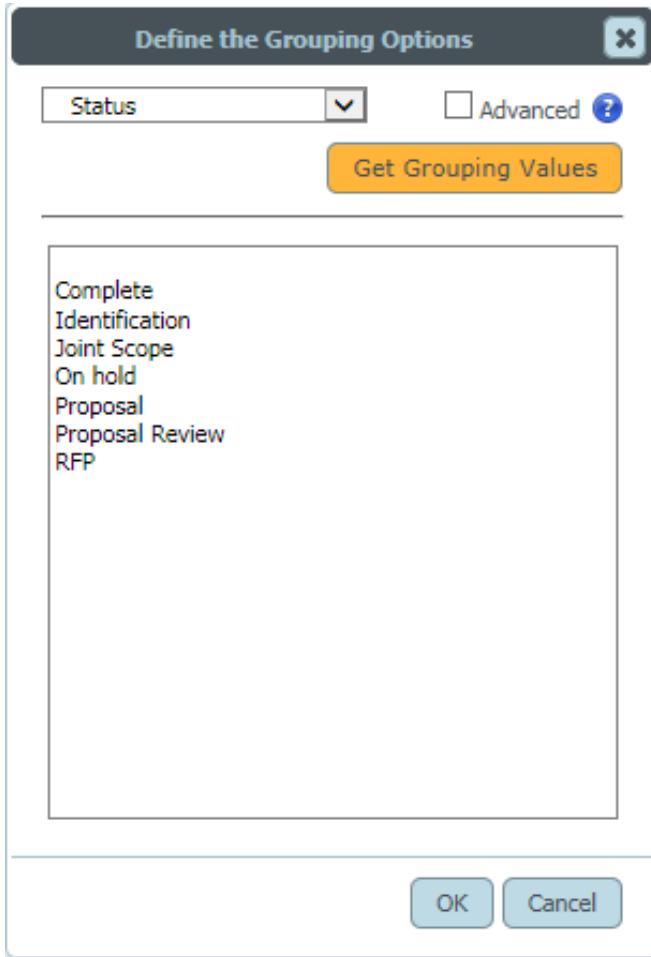
3. First, select the field for Grouping from the drop down window.



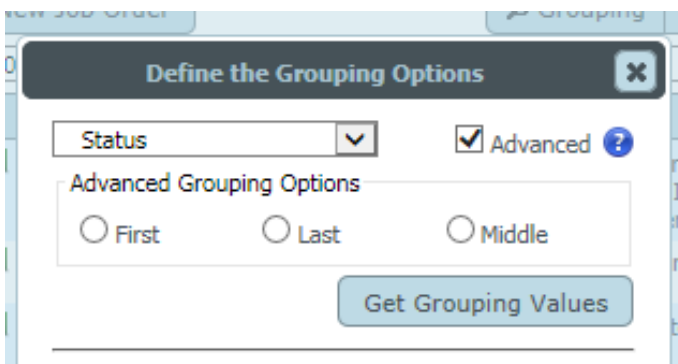




- After selecting the field for Grouping, click the Get Grouping Values button. The available options will display.

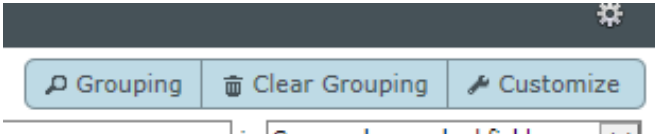


- Select the desired option then click OK.
- By checking the advanced checkbox, the user has the option to group by the first or last few characters of the Value.

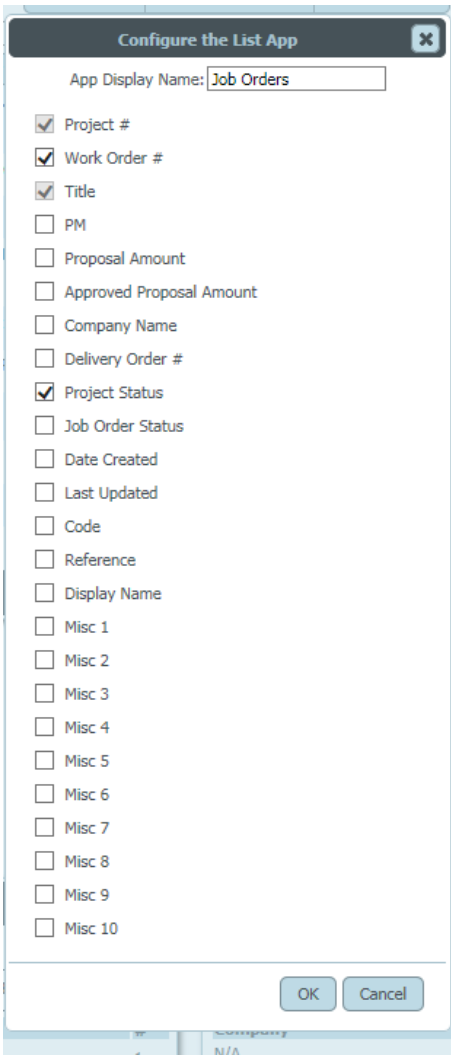




7. Enter the number in the Group by the first characters box. For example, to group by the first two digits of the Project Owner, select Project Owner from the drop down box, click the Get Grouping Values button, check the Advanced checkbox. Select the "First" radio button and enter "2" in the "Group by the first characters" text box. Then click OK.
8. To remove the grouping, click the Clear Grouping button.

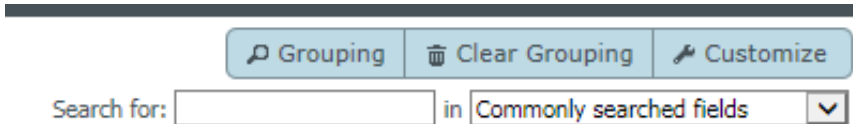


9. To customize the available data, click the customize button as soon above. The Configure the List App will open.



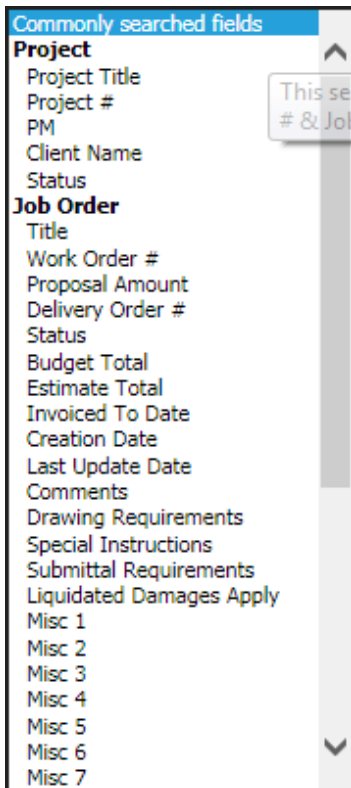


10. The text box next to "App Display Name" allows the user to change the name that appears at the top of Job Order List App box.
11. The user can check the boxes of the headings that user would like to appear.
12. The Project.Project Number box can not be unchecked.
13. Once the desired options are selected, click OK.
14. The Search option is a little different in the Job Order List App than other search boxes found in eGordian.



15. Not only does the user have the ability to search in the most commonly searched fields (default), but the user can also use the drop down box to select a specific heading from which to search in.

\* The list of most commonly searched fields are as follows: Project #, Job Order #, Job Order Title, Proposal Total, Contract Option Reference, Contract Display Name, & Contractor Name



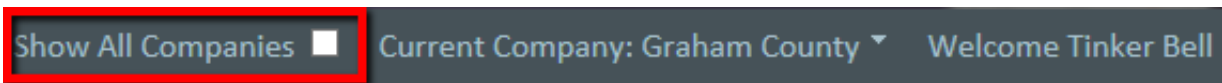


## Multiple Owner Interface

A new change some users will see is the multiple owner interface. To the left of the "current Company," the user will see a check box labeled Show All Companies.

### WARNING

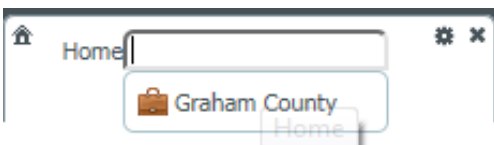
The Multiple Owner Interface is only available for users on the owner's side that have access to multiple "owners."



1. If this box is checked, the user will be asked if they would like to proceed or continue as usual.
  - a. If the check box remains unchecked, eGordian will continue to operate as usual.
2. If the user chooses to continue, there are several changes that the user will notice.
  - a. First, there is a new tab that will appear in the top left labeled [Search](#). Please See the [Search](#) section to search through all projects across all available companies.
  - b. Second, the user will now see all tabs visible from every company to which the user has access.
3. Now that every tab is available, the user will notice that each tab can now connect to different companies.
  - a. As the user would typically "change companies" using the drop down at the top ([see the walk through](#)), now the user can switch companies for each tab.
  - b. Notice the tab now has the company to which it is associated.



- c. By clicking the company name, the user has the ability to change between companies on the individual tab.





BUY SMART. BUILD BETTER

# SAMPLE eGORDIAN CUSTOMIZED FORMS



THE  
**GORDIAN**  
GROUP®



New York City Department of Environmental Protection

Emily Lloyd, Commissioner

Bureau of Wastewater Treatment  
 96-05 Horace Harding Expressway  
 Corona, NY 11368-5107

**Job Order Contracting Project Notebook - Checklist**

Job Order Title		In Notebook	N/A		
<b>REMOVAL AND INSTALLATION OF FRAMES AND COVERS OF REGULATOR WIM18</b>		<b>1. Preliminary Information</b>			
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>		
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
		<b>2. Joint Scope Information</b>			
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
		<b>3. Independent Cost Estimate</b>		<input type="checkbox"/>	<input type="checkbox"/>
<b>4. RFP/Scope of Work</b>					
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>			
<b>5. Contractor's Price Proposal(s)</b>					
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>			
<b>6. Job Order</b>		<input type="checkbox"/>			
<b>7. Pre-Construction Correspondence</b>					
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
<b>8. Field Inspection Reports</b>					
	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>				
<b>9. Other Correspondence</b>					
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
<b>10. Close Out Information</b>					
	<input type="checkbox"/>				

Job Order Title

**REMOVAL AND INSTALLATION OF FRAMES AND COVERS OF REGULATOR WIM18**

Job Order Number

14-CN00-WDFPS-023.00

JOC Project Engineer

Xiomara Lopez

JOC Project Coordinator

Kavita Sazawal

Notes and Comments

\* Required for Job Order Approval  
 \*\* Required for Job Order Payment Approval



**New York City Environmental Protection**

Emily Lloyd, Commissioner

---

Bureau of Wastewater Treatment  
96-05 Horace Harding Expressway  
Corona, NY 11368-5107

---

# Job Order Contract

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**Job Order Number: 14-CN00-WDFPS-023.00**

**Title: REMOVAL AND INSTALLATION OF FRAMES AND COVERS OF REGULATOR WIM18**

## JOC Project Engineer

---

Xiomara Lopez

## JOC Coordinator

---

Kavita Sazawal





**New York City Environmental Protection**

Emily Lloyd, Commissioner

Bureau of Wastewater Treatment  
96-05 Horace Harding Expressway  
Corona, NY 11368-5107

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# Detailed Scope of Work

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Date: 04/15/2014

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## Basic Project Information

---

Job Order Number: 14-CN00-WDFPS-023.00  
Name: REMOVAL AND INSTALLATION OF FRAMES AND COVERS OF REGULATOR WIM18  
Contract Number: JOC-12-SP  
Location: Collection facility at Wards Island

---

## Detailed Scope of Work:

---

Specifications

For

Reconstruction of WIM18 Regulator Frames and Covers

**1. LOCATION: The Contractor shall furnish all labor, materials and equipment to replace the existing regulator frames and covers for the following location:**

- Regulator No. WIM-18 is located on FDR drive South-bound lane and 102nd Street in the borough of Manhattan, New York.

**2. WORK INCLUDED<sup>[1]</sup>**

**<file:///C:/Users/LopezX/Desktop/Structural%20Section/WIM18/Specifications%20for%20WIM18%20(rev.%2004012014).docx>: Under this Job Order Contract, the Contractor shall furnish all labor, materials, equipment, and permit to do the following including all incidental and appurtenances required to complete the job.**

- Health and Safety Plan (HASP)
- Notification of Start of Work and Working hours
- Hot Work Operations
- Procurement of permit required by the New York City Department of Transportation (DOT) for lane closure
- Demolition, Cutting and Removals
- Installation of Frames, Covers, Grouting, Concrete and Brick work
- Installation of Reinforced concrete
- Material
- Maintenance of Traffic
- Clean Up

**Detailed Scope of Work Continued.....**

Job Order Number: 14-CN00-WDFPS-023.00

Name: REMOVAL AND INSTALLATION OF FRAMES AND COVERS OF REGULATOR WIM18

---

The WIM18 regulator frames and covers are damaged beyond usable conditions, replacement units will be furnished by the Collection Facilities North (CFN) to expedite the work, but the Contractor is responsible for providing new frames and covers, of the same kind, to CFN. The Contractor will be responsible for the removal of the existing frames and covers and the installation of the new ones. It is the sole responsibility of the Contractor to make arrangements with CFN to inspect, pick-up and to deliver to the work site the new frames and covers.

The Contractor shall visit the work sites and acquaint himself thoroughly regarding the space conditions, limitations, condition of existing equipment, entrance clearance for his equipment, peculiarities of the regulator chamber construction, and shall give due consideration to same in preparing his estimates, as no exceptions will be considered if existing conditions present a hardship to the Contractor in the execution of the work. The work under this contract shall be conducted in such manner that there will be no interference with the continuous operation of the existing regulator.

**3. HEALTH AND SAFETY PLAN (HASP):**

If the Contractor will be doing work not covered by the Approved Master Health and Safety Plan they submitted, then they must submit a supplemental Health and Safety Plan to cover the area, prior to the beginning of any work. Also, prior to the beginning of any work, there shall be a pre-construction meeting between the Contractor, the Engineer, and the Chief of Collection North or one of his representatives. In the meeting, the Chief will point out and discuss all potential hazards in the vicinity of the project site. If a supplemental specific site HASP is required, it shall be submitted subsequent to the meeting and shall be approved by BWT's EH&S but prior to the beginning of any work. The HASP shall meet all of the requirements, if any, specified elsewhere in the Detailed Scope of Work. The Contractor shall submit six (6) copies of the supplemental HASP to the Engineer for approval. Copies of the supplemental HASP will be sent to DEP's Health and Safety Section for prior approval before construction can start. Acceptance of the plan by the City shall not impose on the City the responsibility for the contractor's health and safety program nor will it relieve the Contractor from any of its safety responsibilities.

**4. NOTIFICATION OF START OF WORK AND WORKING HOURS:**

The Contractor shall schedule to work corresponds to permit time and adhere to the stipulations prepared by the Mayor's Traffic and Construction Coordinating Council, Department of Transportation, unless otherwise is directed by the Engineer. The Contractor shall also notify the Engineer at least two days in advance of his intention to start work.

**5. HOT WORK OPERATIONS:**

Hot work operations shall include, but not be limited to, grinding, welding, burning, cutting, heating, brazing, soldering, or any use of spark generating tools. All hot work shall be performed in accordance with the provisions of OSHA Standard 1910-155. A fire watch shall be used for each hot work operation.

Interim permit forms (Form 9-03 Part A and 9-03 Part B) will be furnished to the Contractor by the Engineer. Form 9-03 Part A shall be completed weekly and shall be valid for a maximum of seven (7) consecutive calendar days. Form 9-03 Part B shall be completed each day a hot work operation is used. The forms will be completed by both the Contractor and the City. The interim permit forms are subject to modification and/or replacement by the City. Completed forms shall be posted conspicuously at the work location.

**6. PROCUREMENT OF PERMIT REQUIRED BY THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION (NYC DOT) FOR LANE CLOSURE**

**Detailed Scope of Work Continued.....**

Job Order Number: 14-CN00-WDFPS-023.00

Name: REMOVAL AND INSTALLATION OF FRAMES AND COVERS OF REGULATOR WIM18

---

The Contractor is responsible for obtaining and following the lane/lanes closure permit from NYC DOT.

**7. DEMOLITION, CUTTING AND REMOVALS OF EXISTING PAVEMENT:**

- ***Prior to starting any pavement saw-cutting or removal, the entire chamber opening shall be blocked to prevent any debris from falling into the chamber. This method shall be submitted to the Engineer for approval prior to start of construction.***
- ***The Contractor shall contact, in compliance with Industrial Code Rule #53, operators of underground facilities, the New York City One-Call Center, 1-800-272 4480.***
- ***Should there be any underground obstructions, such as conduits, cables, etc., the Contractor shall not begin his work until the obstructions can be removed and re-routed by the operator owners.***

The Contractor shall precut wearing course and base before removing the pavement. Once the pavement and frame/covers have been removed, the Contractor shall demolish and remove the existing grout and the two full courses of bricks beneath and around the existing frames. All cutting and demolishing shall be done in a careful manner and without doing any damage to the existing structure. The Contractor shall dispose of all removals, including pavement, concrete bubble, frames, covers and debris off site to his legal place of disposal. No material shall restrict water flow to gutters.

**NOTE:** At the end of each working day, the contractor shall "deck over" the openings or frames/covers with steel plates. Plates shall be made safe for vehicles and/or pedestrians and shall be adequate to carry the load. The size of the plate must extend a minimum of 12 inches beyond the edge of the opening, be firmly placed to prevent rocking, and be sufficiently ramped, covering all edges of the steel plate to provide smooth and safe conditions. It must be maintained and removed when directed. If the plate deflection under traffic alters the frame position, repair shall be at the Contractor's expense.

**8. INSTALLATION OF FRAMES/COVERS AND GROUT/CONCRETE WORK**

Under this section the Contractor shall install frames & covers to grade level which is in line with the existing roadway, placing cast in place concrete collar and replace bricks over and around the existing opening, where bricks were removed, as shown on the "Typical regulator Frame & Cover" drawing (WIM18).

The frame shall be imbedded in epoxy paste adhesive minimum 1/4 inch, and shall be anchored with 3/4 inch diameter steel dowels and 6 inch embedment length at every two feet. Frames shall be grouted and concreted in place after being raised to the right elevation.

Where required, the Contractor shall place steel shims between the covers and the frames such that the top surface of the covers and the frame are flush and such that no movement of the covers occur when cars are passing over. These shims shall then be secured permanently in place.

Forms for high compressive grout shall be sufficiently braced, shored and wedged to prevent deflection. Corners and angles shall be perfectly plumb. Forms shall not be removed until the grout has hardened sufficiently to safely support

## Detailed Scope of Work Continued.....

Job Order Number: 14-CN00-WDFPS-023.00

Name: REMOVAL AND INSTALLATION OF FRAMES AND COVERS OF REGULATOR WIM18

---

its own load plus any superimposed loads that might be placed thereon.

## **9. INSTALLATION OF REINFORCED CONCRETE:**

### *Construction:*

The existing frame/covers are located within pavement areas, and it is required to be raised to existing grade elevation. The work is required to replace the existing top two brick layers coupled with frame/covers. All openings shall be protected by hatch covers or the necessary steel plates. The Contractor shall also be required to saw cut and remove section of pavement around frame perimeter as shown in the Contract drawing. Material excavation from around the covers shall be replaced with reinforced concrete in accordance with Contract Drawings

**Reinforcement:** Reinforcement shall be placed in accordance with the reinforcement details as shown on the Drawings. Approved chairs, spacers and other supports shall be used for the support of all reinforcement. Reinforcing bars shall be placed in the positions indicated on the drawings and be adequately tied and chaired to prevent movement.

### **9.1 Concrete Placement, Surface Curing and Finish**

Concrete shall have a compressive strength of 5,000 psi minimum at 28 days, and shall be rapid strength concrete. Concrete shall not be placed until all formwork, installation of reinforcement and preparation of all surfaces have been completed and approved by the Engineer or his representative. Except with approval of the Engineer, concrete shall be placed in dry conditions and only in such quantities as are required for immediate use and shall be placed before initial set has occurred. Concrete shall be placed so as to avoid segregation and in layers not exceeding 12 inches depth and shall be thoroughly compacted during and immediately after placing by means of continuing tamping, spading or use of vibrators. Under no circumstances shall concrete be shaken, displaced or disturbed after the initial set of the concrete.

The finished concrete surface should have a broom finished to provide non-skid conditions.

### **9.2 Material and Standards are referred to:**

- a) The cast in place concrete collar shall be 5,000 psi concrete, and shall be rapid strength concrete (high early cured)
- b) Air Entraining admixtures ASTM C-260
- c) Epoxy paste adhesive shall be Sikadur 31, HI-MOD Gel
- d) Grouting around frame shall be Sika grout 111 PL Coarse Aggregates for Grout shall be well graded. Maximum size of coarse aggregate shall be 3/8 inch.
- e) Bonding agent shall be Sika Armatec 110 EpoCem
- f) Dowels shall be 3/4" diameter I
- g) Reinforcement shall be #5 bar and shall conform to ASTM A615, Grade 60

## **10. MAINTENANCE OF TRAFFIC:**

**The Contractor shall obtain traffic maintenance stipulations issued by the Mayor's Traffic and Construction Coordinating Council (MTCCC), Department of Transportation as applied to work under this contract.**

**Detailed Scope of Work Continued.....**

Job Order Number: 14-CN00-WDFPS-023.00

Name: REMOVAL AND INSTALLATION OF FRAMES AND COVERS OF REGULATOR WIM18

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- All relocation work by the utilities such as Con Edison, Telephone and cable companies shall precede the Contractor's start of work on all affected roadways in the impacted contract area.
- The Contractor is advised that other contractors may be working in the general area during the term of this stipulation. In which event, the Contractor may require modifications by the MTCCC.
- No deviation or departure from these stipulations will be permitted without the prior written approval from the MTCCC. Request for such modifications shall be submitted to the office of the MTCCC, New York City Department of Transportation, a minimum of five (5) days in advance for consideration.
- For this project the contractor shall furnish, install and maintain all necessary advanced warning and detour signs, temporary control devices, barricades, light and flashing arrow boards in accordance with the "Manual on Uniform Traffic Control Devices", the typical schemes included in this specification; and as ordered by the Engineer-in-Charge and the MTCCC.

A coordination meeting may be held at the MTCCC office to address traffic and community concerns.

Prior to any work permits being issued, a pre-construction meeting MAY be held by the MTCCC. At that time, the contractor shall provide a construction schedule to the MTCCC and the Engineer- in-Charge. Arrangements for the meeting will be coordinated by the MTCCC. In addition, on a quarterly basis an updated project schedule, including completed work and proposed work, shall be submitted to the MTCCC office.

**11. CLEAN-UP:**

At the completion of the work, and at the end of each day, the Contractor shall remove all rubbish and excess materials resulting from his work and shall leave the work area in a condition satisfactory to the Engineer. All disturbed structures, equipment, and appurtenances shall be restored to the satisfaction of the Engineer. Any damage caused by the Contractor as a result of his work shall be repaired at the Contractors expense.

[1]  
<file:///C:/Users/LopezX/Desktop/Structural%20Section/WIM18/Specifications%20for%20WIM18%20(rev.%2004012014).docx> Street excavations must be performed in accordance with the Highway Rules, Section 2-11(e). For the complete requirements, refer to <http://www.nyc.gov/html/dot/downloads/pdf/hwyrules.pdf>

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Project Engineer

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Date

---

Area Engineer

---

Date



New York City Environmental Protection

Emily Lloyd, Commissioner

Bureau of Wastewater Treatment
96-05 Horace Harding Expressway
Corona, NY 11368-5107

Job Order

Date: 04/15/2014

Issued To:

WDF, Inc
30 North MacQuesten Parkway
Mount Vernon, NY 10550

Firm Fixed Price

\$41,351.46

Basic Project Information:

Job Order Number: 14-CN00-WDFPS-023.00
Name: REMOVAL AND INSTALLATION OF FRAMES AND COVERS OF REGULATOR WIM18
Contract Number: JOC-12-SP
Location: Collection facility at Wards Island

Fixed Assets Report:

FMS Location Code: PW01 Asset Catalog Code: 70010300 JOC Total: \$41,351.46 FN Document ID: WPWWT120152
Commodity Line #: 6

Schedule

Construction Start (Planned): 4/9/2014
Construction Complete (Planned): 4/25/2014
Construction Duration: 16 Days
Liquidated Damages: Yes
Type of Trades: concrete and laborers
CMMS Work Order #: 1315592
CMMS Priority #: 81

Approvals

Table with 2 columns: Role (Project Engineer, Area Engineer, Section Chief, Project Management Section Chief, Division Chief, JOC Coordinator, Director, Assistant Commissioner) and Date.

Cc: Chief Financial Officer - Steven W. Lawitts
Director, Aris Georgelis - Engineering Audit office.



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# SAMPLE eGORDIAN MANAGEMENT REPORTS



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Bureau of Wastewater Treatment  
 96-05 Horace Harding Expressway, 2nd Floor  
 Corona, NY 11368-5107

CONTRACT NUMBER	CONTRACTOR	REGISTRATION		Exp.	REGISTRATION AMOUNT (2 YEARS)	(A)		(B)		(A) + (B)	
		Number	DATE			JOB ORDERS ISSUED (\$)	NUMBER OF JOB ORDERS ISSUED	JOB ORDERS PENDING (\$)	NUMBER OF JOB ORDERS PENDING	TOTAL JOB ORDERS ASSIGNED (\$)	TOTAL NUMBER OF JOB ORDERS ASSIGNED
JOC-13-NH	ACME Industrial, Inc	CTC 826 20131428503	07/16/13	07/15/15	\$2,000,000.00	\$144,806.30	4	\$275,790.49	4	\$420,596.79	8
JOC-12-NG	Atlas Restoration Corp.	20121432356	04/16/12	04/15/14	\$14,000,000.00	\$6,860,277.32	31	\$834,895.61	4	\$7,695,172.93	35
JOC-13-EG	D & K Construction	CTC 826 20131429417	08/01/13	07/31/15	\$12,000,000.00	\$8,574,157.49	23	\$3,157,458.64	7	\$11,731,616.13	30
JOC-12-NP	Delphi	CTC826 20121432356	06/18/12	06/18/14	\$12,000,000.00	\$11,417,369.56	60	\$285,000.00	1	\$11,702,369.56	61
JOC-12-EE	ervent Electrical Corporatic	CTC826 20131400874	08/27/12	08/26/14	\$10,000,000.00	\$4,296,523.60	34	\$700,000.00	2	\$4,996,523.60	36
JOC-12-SH	Geomatrix	CTC826 20121442827	07/05/12	07/05/14	\$4,000,000.00	\$2,526,996.27	20	\$595,062.57	3	\$3,122,058.84	23
JOC-12-EH	Omega	CTC826 20121436078	04/23/12	04/23/14	\$4,000,000.00	\$23,888.76	3	\$0.00	0	\$23,888.76	3
JOC-13-NE	Wade Electric, Inc.	CTC 826 20131429072	04/18/13	04/17/15	\$14,000,000.00	\$3,236,918.24	15	\$8,149,203.57	11	\$11,386,121.81	26
JOC-13-SE	Wade Electric, Inc.	CTC 826 20131429056	04/18/13	04/17/15	\$14,000,000.00	\$12,389,181.41	31	\$273,649.74	3	\$12,662,831.15	34
JOC-12-SG	WDF, Inc	CTC826 20121437460	05/25/12	05/25/14	\$20,000,000.00	\$17,920,880.96	56	\$536,487.88	7	\$18,457,368.84	63
JOC-12-SP	WDF, Inc	CTC826 20121435341	04/23/12	04/23/14	\$12,000,000.00	\$9,699,850.22	64	\$1,719,557.36	6	\$11,419,407.58	70
JOC-13-EH	WDF, Inc		08/01/13	07/31/15	\$2,000,000.00	\$0.00	0		0		0
JOC-13-EP	WDF, Inc	CTC 826 20131428429	08/01/13	07/31/15	\$6,000,000.00	\$2,093,527.95	10	\$1,530,000.00	2	\$3,623,527.95	12
JOC-08-SP	Wittmann	CTC826 20080034679	07/01/08	07/01/10	\$6,000,000.00	\$5,596,237.01	62	-\$4,990.22	1	\$5,591,246.79	63
JOC-12-EXP1G	ANSU Construction, Inc.	CTC826 20121443741	06/25/12	07/02/14	\$1,000,000.00	\$762,796.12	15	\$72,108.41	1	\$834,904.53	16
JOC-07-2G	Volmar	CT826 20080003940	10/01/07	09/30/09	\$6,000,000.00	\$5,867,092.18	114	\$0.00	0	\$5,867,092.18	114
JOC-08-NG	Geomatrix Integrated	CTC826 20080040596	07/21/08	07/21/10	\$9,000,000.00	\$8,935,456.03	76	\$0.00	0	\$8,935,456.03	76
JOC-08-SG	RPT/VCI (JV)	CTC826 20090003719	08/25/08	08/25/10	\$9,000,000.00	\$8,923,995.69	89	\$0.00	0	\$8,923,995.69	89
JOC-10-EG	D & K Construction	CTC 826 20101425216	07/14/10	07/31/12	\$9,000,000.00	\$8,999,500.90	59	\$0.00	0	\$8,999,500.90	59





Bureau of Wastewater Treatment  
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JOC-08-NE	RNH Electric	CTC826 20090037189	07/21/09	07/21/11	\$5,000,000.00	\$4,875,318.44	83	\$83,843.30	1	\$4,959,161.74	84
JOC-08-SE	Wade Electric	CTC82620090030137	05/18/09	05/18/11	\$5,000,000.00	\$4,840,261.45	85	\$0.00	0	\$4,840,261.45	85
JOC-10-EE	S.J. Electric, Inc.	CTC 826 20111418031	12/01/10	12/01/12	\$5,000,000.00	\$4,950,458.95	67	\$870.77	2	\$4,951,329.72	69
JOC-08-NP	Delphi	CTC826 20080034627	06/02/08	06/02/10	\$6,000,000.00	\$5,799,609.17	165	\$0.00	0	\$5,799,609.17	165
JOC-08-EP	Delphi	CTC826 20090029834	05/18/09	05/18/11	\$6,000,000.00	\$5,906,062.23	77	\$0.00	0	\$5,906,062.23	77
JOC-10-NH	AWL Industries	82620111407741	09/22/10	10/14/12	\$2,000,000.00	\$669,431.48	24	\$0.00	0	\$669,431.48	24
JOC-10-SH	Omega	CTC826 20101419309	06/09/10	07/14/12	\$2,000,000.00	\$1,671,092.54	36	\$0.00	0	\$1,671,092.54	36
JOC-08-EXP-EG	RPT/VCI (JV)	CTC826 20090021858	02/17/09	02/17/11	\$2,000,000.00	\$1,891,646.59	51	\$0.00	0	\$1,891,646.59	51
JOC-08-EXP-SG	Omega	CTC826 20090020522	01/15/09	01/15/11	\$2,000,000.00	\$887,076.18	29	\$0.00	0	\$887,076.18	29
JOC-08-EXP-NG	D & K Construction	CTC826 20090020116	01/15/09	01/15/11	\$2,000,000.00	\$1,999,271.54	44	\$0.00	0	\$1,999,271.54	44
JOC-10-NG	Strong Steel Door	CTC826 20101419306	06/10/10	07/31/12	\$12,000,000.00	\$5,379,356.70	60	\$0.00	0	\$5,379,356.70	60
JOC-10-NP	Wittmann	CTC 826 20101423448	06/29/10	07/31/12	\$8,000,000.00	\$2,878,160.48	60	\$0.00	0	\$2,878,160.48	60
JOC-10-SG	UTB	CTC 826 20101419308	06/16/10	07/31/12	\$12,000,000.00	\$10,082,488.26	46	\$144,221.71	1	\$10,226,709.97	47
JOC-08-SG(R)	RPT/VCI (JV)	CTC826 20100019080	01/06/10	05/31/10	\$9,000,000.00	\$8,949,171.27	80	\$0.00	0	\$8,949,171.27	80
JOC-11-SE	Wade Electric	CTC826 20111438537	04/20/11	05/01/13	\$7,000,000.00	\$6,771,417.14	80	-\$18,341.83	1	\$6,753,075.31	81
JOC-11-NE	S.J. Electric, Inc.	CTC826 20111434442	04/01/11	03/31/13	\$7,000,000.00	\$6,639,387.15	66	\$32,145.80	3	\$6,671,532.95	69
JOC-11-EP	WDF, Inc	CTC826 20111441192	05/06/11	05/15/13	\$9,000,000.00	\$8,609,836.20	35	\$500.00	1	\$8,610,336.20	36
JOC-08-SP(R)	Wittmann	CTC826 20100019080	09/01/09	05/31/10	\$6,000,000.00	\$4,329,608.56	55	\$110,000.00	1	\$4,439,608.56	56
JOC-08-NG(R)	Geomatrix Integrated	CTC826 20100017569	09/01/09	05/31/10	\$9,000,000.00	\$8,811,472.99	89	\$0.00	0	\$8,811,472.99	89



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JOC-10-SP	Delphi	CTC 826 20101421497	06/23/10	07/31/12	\$8,000,000.00	\$7,880,299.31	41	\$0.00	0	\$7,880,299.31	41
JOC-07-2G(R)	Volmar	CTC826 20100009475	09/15/09	09/15/11	\$6,000,000.00	\$4,450,797.74	77	\$0.00	0	\$4,450,797.74	77
JOC-08-NP(R)	Delphi	CTC826 20100009028	09/24/09	08/31/11	\$6,000,000.00	\$5,657,848.01	97	\$0.00	0	\$5,657,848.01	97
<b>Grand Total:</b>					<b>\$302,000,000.00</b>	<b>\$232,199,528.39</b>	<b>2,213</b>	<b>\$18,477,463.80</b>	<b>62</b>	<b>\$250,676,992.19</b>	<b>2,275</b>



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# SAMPLE JOC TRAINING MANUAL



THE  
**GORDIAN**  
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# JOC Training and Reference Manual

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## Module 1 – JOC Program Development

### Objectives

1. Recognize when and where JOC was started.
2. Interpret how JOC works.
3. Describe why JOC is beneficial to the facility owner and the contractor.
4. Interpret the Construction Task Catalog, how it is laid out and the rules that define its use.
5. Discuss how the Technical Specifications correlate with the Construction Task Catalog.





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## JOC Overview

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### Introduction to JOC

Job Order Contracting (JOC) is a firm, fixed priced, competitively bid indefinite quantity contracting system. It is a powerful tool to expedite the facility owner's procurement process. The system centers on a Construction Task Catalog of pre-priced work tasks and accompanying technical specifications. **JOC is competitively bid** because Bidders submit a set of adjustment factors that are to be applied to all the pre-priced work tasks in the Construction Task Catalog. The award is made to the Bidder or Bidders with the lowest adjustment factors, as long as the low Bidder is deemed to be responsive and responsible. Some Owners request proposals and award is made to the highest scoring proposer or proposers. Others use a Best Value procurement system for the contracts. **JOC is an indefinite quantity contracting system** because at the time of bidding, the locations, types and amount of work that will be completed under the contract are unknown. Most Job Order Contracts have a guaranteed minimum value and a potential maximum value, but some have no minimum value. The amount of work issued under the Job Order Contract depends on a number of factors, the most important of which is the Contractor's performance!

Once the minimum contract value has been reached, the owner is not required to issue any more work under the umbrella contract. The owner may continue to order additional work as projects arise and if the Contractor is performing. A performing Contractor is one who is responsive during both the Job Order development phase, as well as the construction phase and close out, and provides high quality construction.

JOC enables the owner to expedite procurement of a large number of projects under the umbrella of a single, competitively bid construction contract. JOC eliminates the need to complete the typical design-bid-build cycle for each and every project, significantly reducing time, cost, and administrative effort. In addition to expedited procurement, JOC reduces overall construction costs and increases the quality of construction.

JOC still requires the client to administer the Job Order and to perform appropriate inspections to make sure that the work is progressing in accordance with the Detailed Scope of Work and the Contract Documents. **JOC IS A PROCUREMENT SYSTEM THAT ALLOWS THE OWNER TO PROCURE WORK FASTER. ONCE CONSTRUCTION STARTS, THE JOC PROCESS IS OVER AND TRADITIONAL CONSTRUCTION PRACTICES SHOULD BE UTILIZED.** However, the pricing of change orders under JOC is different than under a traditional bid. Rather than negotiating a change order, a change order in JOC is a Supplemental Job Order and priced using the fixed prices from the Construction Task Catalog.





## **Introduction to BIDSafe**

Owners that use JOC for larger projects with clearly defined scopes of work often use BIDSafe. BIDSafe fast-tracks additional project level competition with a safe and transparent procurement process for projects where the facility owner feels it needs an additional level of competition by utilizing a prequalified pool of JOC contractors. With BIDSafe, the owner realizes precise construction cost data with fixed, not to exceed prices, price control mechanisms, and a secure online bid management and tracking system.

## **Brief History of JOC**

JOC was developed in the early 1980's as a construction procurement method that could help the Department of Defense (DOD) expedite the procurement of repair, alteration, and repetitive construction projects in support of their military facilities worldwide. The DOD was looking for a procurement system to decrease the inherent inefficiencies in the typical design-bid-build cycle when applied to a large volume of typical construction projects. The initial results and benefits derived by the DOD were so positive that, in a matter of a few years, the JOC procurement system was implemented at virtually every major DOD installation worldwide.

Beginning in the early 1990's, non-DOD public facility owners became aware of the substantial benefits of the JOC procurement system and began adopting JOC for their own use. Thus, JOC began rapidly migrating outside the DOD and fast became a heavily utilized tool by other branches of the federal government, municipalities, state agencies, K-12 public school systems, utility and transportation authorities, colleges and universities, and public housing authorities. Almost every major metropolitan area in the United States has local agencies heavily utilizing JOC to accomplish a portion of their construction projects. Many other owners use JOC through cooperative purchasing agreements using a similar system called ezIQC.

The Gordian Group and its employees have deep roots in JOC that date back to its inception. JOC was the brainchild of Ret. Lt. Col. Harry Mellon, the founder of The Gordian Group, back in 1982 while he was serving in the U.S Army Corps of Engineers. He was, in large part, responsible for JOC's creation, testing and full scale adoption by the U.S Army world-wide and its migration to the entire DOD in the mid 1980's. Ret. Lt. Col. Mellon founded The Gordian Group in 1990 for the sole purpose of bringing JOC to non-DOD public facilities owners, and consequently, is in large part responsible for JOC's rapid migration and adoption by non-DOD public facilities owners nationwide. Gordian remains the most qualified resource available to public facilities owners looking for assistance in establishing and operating a JOC program. Gordian's clients alone procure and construct almost \$1.5 billion in projects annually using JOC systems.







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# How Job Order Contracting Works

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## The Contract Documents

A JOC construction contract is built around a set of contract documents. A typical set of contract documents consists of three parts:

1. Construction Task Catalog (CTC) - Arranged according to the standard forty-three divisions of the Construction Specification Institute's (CSI) Master Format recognized and familiar to bidders in the marketplace. The CTC contains a wide variety of construction and construction related tasks. Each task has a complete and detailed description, an established unit of measure and an established unit price for installation and if applicable, an established unit price for demolition. For example, a square foot of interior painting, a lineal foot of rigid conduit, or a square yard of carpet. The unit prices include the direct cost of labor, material and equipment in the local market. The unit prices for some tasks can be modified for large or small quantities, for non-typical installation location (i.e. in confined space), or non-typical material (i.e. stainless steel). The tasks included in the CTC have been developed and tailored specifically for the client and encompass all the work anticipated for procuring JOC work over the duration of the contracts.
2. Technical Specifications – Also arranged according to the standard forty-three divisions of the CSI Master Format and corresponding with the CTC. The Technical Specifications dictate the quality of the workmanship and the quality of the materials for the tasks detailed in the CTC. The Technical Specifications reflect the client's design standards with regard to the quality of workmanship and materials. The technical specifications set the quality standard for the work.
3. Contract Terms and General Conditions, and the balance of the non-technical contract information - Content typically includes:
  - a. Advertisement for Bid
  - b. Instructions to Bidders
  - c. General Conditions
  - d. Supplemental Conditions
  - e. Bid Form
  - f. Bond Forms
  - g. Certification and Representation Forms
  - h. The Contract Agreement
  - i. Applicable wage rate information
  - j. Safety requirements
  - k. Subcontractor goals, requirements and forms





The document is designed to follow the form of the client's typical construction services agreement, and contract language with the exception that some language and procedures were modified to reflect the uniqueness of the JOC procurement system.

### **Guidance to Bidders**

During the bidding process the Bidders are not informed of the exact work that they will be asked to perform. No commitments are made regarding specific construction tasks or related quantities that will be ordered from the Construction Task Catalog. However, the Bidders are informed of the type and size of the typical projects that the client intends to accomplish using JOC.

Bidders are also informed of some specific contract characteristics that are unique to JOC, such as:

1. Each JOC contract will have a definitive contract term.
2. Each JOC contract will have a range of value. At the lower end of the range will be a nominal minimum guaranteed amount, if any, and at the upper end of the range will be a not to exceed maximum contract amount. The maximum contract amount for each contract is established based on the client's anticipated volume of work. Bidders are advised that the client is only obligated to award the minimum guaranteed amount during the term of the contract.

It is general practice to conduct a pre-bid meeting for contractors interested in the bidding the JOC contracts. At the pre-bid meeting, the contractors are given an overview of JOC and are encouraged to ask questions about how the process works. The pre-bid meeting is conducted as a workshop where the contractors are given guidance about the mechanics of being a JOC contractor, how to analyze the Construction Task Catalog, how to calculate a bid through Adjustment Factors, what is involved in developing a price proposal, the personnel requirements to staff a Job Order Contract, and generally how to be successful under the JOC system.

### **Contractor Award Process**

Based on the content of the Construction Task Catalog, Technical Specifications, and Contract Terms and General Conditions, as well as guidance provided in the pre-bid meeting; Bidders are invited to submit Adjustment Factors to be applied to the pre-established unit prices contained in the CTC. The typical adjustment factors applied to performing work are noted below:

Normal Working Hours Adjustment Factor

Other Than Normal Working Hours Adjustment Factor

Adjustment factors can vary widely among different facility owners and contracts based on a host of factors including annual anticipated volume levels, work types, and locations. All other things being equal, if a bidder views the CTC as equal to the direct cost of





performing the work in the local market, and desires 10% for overhead and 10% for profit, they would bid 1.2100.

The Adjustment Factors submitted must include all of the contractor's indirect overhead costs such as insurance and bonds. The Adjustment Factors apply to every task in the Construction Task Catalog.

An Advertisement for Bid is issued and bids are requested in the form of multiple adjustment factors, as noted above. Each Adjustment Factor is weighted (as determined prior to the bid and indicated on the bid form) and an Award Criteria Figure is calculated. Typically, a contract is awarded to the bidder providing the lowest responsible and responsive Award Criteria Figure. Often there are certain skill sets, licenses, and similar experience the bidders have to demonstrate to be determined responsible.

Other facility owners may use a request for proposal or Best Value procurement, where bidders submit company information such as experience with similar contracts, detailed financial information, contract specific management plans, safety plans, past subcontractor participation, knowledge of the owner's facilities, etc. Submitted information is evaluated and scored, and then combined with the Award Criteria Figure to produce a score. The highest score is awarded a contract.

### **Contract Execution**

After the bid process, a Job Order Contract is with each awarded contractor, all of which are standing by available to work. When a project is identified to be performed using JOC, the Owner's representative sets this project up in the JOC software with an identifying Job Order number. The owner's project manager contacts the appropriate contractor and arranges to visit the site with the contractor to jointly review/develop the scope of work to be performed. Subsequent to the site meeting and resolution of issues discussed at the joint scope meeting, the project manager prepares a Detailed Scope of Work reflecting all work required to be performed. The level of detail and design included in the Detailed Scope of Work is generally a function of the difficulty of the particular Job Order. Once both parties agree the Detailed Scope of Work on, the project manager prepares a Request for Proposal (RFP). Upon receipt of the RFP, the contractor then prepares a detailed Price Proposal. The contractor begins by breaking the Detailed Scope of Work down into individual construction tasks (e.g. demo and remove quarry tile and expansion joints, repair/replace the tile bed, and install new quarry tile and expansion joints) and prepares a detailed Price Proposal by selecting the appropriate tasks and quantities from the CTC. The price to be paid for each task is the unit price, multiplied by the quantity, multiplied by the appropriate Adjustment Factor. Prices are never negotiated or changed. They are fixed by the CTC. The total price to be paid for the work is the sum of the prices for the individual tasks. As part of the Job Order Proposal the contractor also develops a schedule, technical information requested, and a list of proposed subcontractors.

The project manager then reviews the Job Order Proposal. The project manager can accept the Price Proposal in its entirety, request modifications to some or all parts, or





cancel the Job Order. Once the Job Order Proposal is accepted, a Job Order is issued for the work. **Each Job Order is a lump sum purchase order issued against the master Job Order Contract.** Although the price is compiled using the unit prices from the CTC, the resulting Job Order is issued for a lump sum. The contractor must complete the Detailed Scope of Work for the lump sum Job Order Price. A Job Order Contract is not a unit price contract and will not be adjusted upon completion of the Job Order (the only exception is when specific tasks in the contractor's Price Proposal, as directed by the project manager Detailed Scope of Work only, are specifically identified as allowances, in which case adjustments would be made to reflect actual quantities installed or demolished). Allowances should only be used when there are latent conditions: where no one knows what is behind a wall or underground. Contingencies are not typically appropriate, but if they are used then the actual work performed must be reconciled with the prices in the CTC, quantities, and appropriate Adjustment Factors.

Once the work begins, the project manager, inspects the work, monitors progress, approves payments and closes out the job in accordance with typical client procedures. No variations from the procedures are permitted.

### **Continuing Financial Incentive**

The major advantage of the JOC system is that the repetitive stream of individual Job Orders gives the contractor a continuing financial incentive to provide high quality work on schedule and efficient construction administration. The incentive exists because each Job Order only represents a small portion of the total potential dollar value of the umbrella Job Order Contract. By meeting expectations for quality and timeliness, the contractor will likely be requested to perform additional Job Orders as projects arise. If, however, the owner is not satisfied with the performance of the contractor, then they may elect not to have the contractor perform any additional work and the stream of Job Orders is terminated. The owner is only obligated to order the nominal minimum guaranteed amount of the contract (if any) which, in all probability, will be met by issuing the first Job Order. It is in the contractor's financial interest to perform the maximum volume of work allowable under the contract. The owner has directly linked all future work to current satisfactory performance. Therefore, under the JOC system, the contractor is motivated to provide the highest quality work in the most responsive manner.





## Goals and Benefits

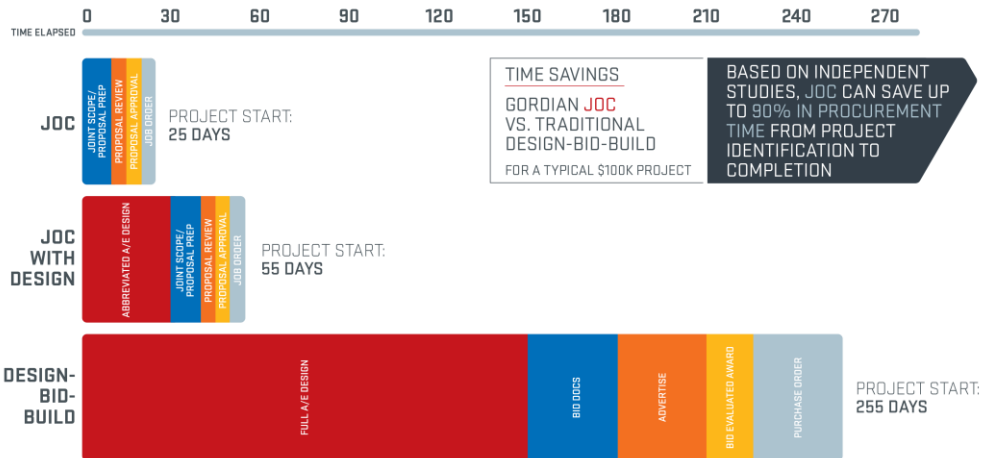
### Overall

Owners use Job Order Contracting because other available construction procurement alternatives do not enable them to meet their project goals. Their goals almost always include the need to accomplish their construction requirements in a timely manner while increasing quality and reducing cost. Often, the owner has additional goals of enhancing participation of the local, small, minority, and women owned contracting firms in their construction program. JOC also provides transparency atypical of other procurement systems.

Job Order Contracts enable the owner to accomplish all of these goals.

### Increased Responsiveness

Independent studies have shown that JOC can save between 75-85% in the time it takes to engage construction contractors over the more traditional contracting methods. These studies have shown that for small projects, i.e., < \$20,000, the average procurement time using the traditional system was 233 days, for JOC the number of procurement days dropped to 42 for a savings of 82%. For medium sized projects the traditional time was 193 days while JOC averaged 52 days, a savings of 73%.



### Reduction in Costs

Independent studies have shown that using JOC can save a typical facility owner 8-15% in overall project costs as compared to traditional contracting methods. Savings are realized from increased efficiencies in four areas; Procurement, Design, Construction and Post Construction.



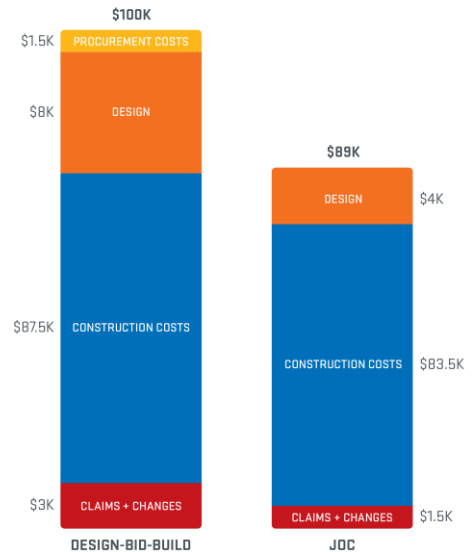


**Procurement & Overhead Costs – Savings of 1% to 2%**

Each project bid through the traditional bid process must navigate through the entire bid process involving substantial time and effort by the procurement team. In JOC, only the master JOC contract follows this process. Thereafter, hundreds of Job Orders can be issued from the master JOC contract.

**COST SAVINGS**  
GORDIAN JOC VS. TRADITIONAL DESIGN-BID-BUILD FOR A TYPICAL \$100K PROJECT

**FOR THE SAME PROJECT, INDEPENDENT STUDIES HAVE SHOWN THAT JOC CAN SAVE 8% IN TOTAL CONSTRUCTION COSTS**



**Design Costs – Savings of 3% to 5%**

Most projects that are suitable for JOC but bid through the traditional design-bid-build process require A/E services for the sole purpose of preparing a set of bid documents. Generally JOC work is straightforward, simple and many times involves replacements in kind. The cost of assembling a traditional bid package is 6% to 10% of the cost of construction. These costs can be substantially reduced or eliminated in JOC because all that is required is a Detailed Scope of Work, which is always considerably less than a full set of bid documents. The Technical Specifications are already prepared. And even though some projects require architectural or engineering involvement, documenting the design in JOC is less formal and much less costly.

**Direct Cost of Construction – Savings of 3% to 6%**

- **Volume Discount.** Job Order Contracting combines many small projects into one master contract. Contractors offer volume discounts because they are bidding on a high volume master contract (\$2 million to \$5 million) rather than one small project.
- **Reduced Scope.** JOC projects can be started quickly. For projects involving worsening conditions, such as a leaking roof or a failed drainage structure, starting work fast can substantially reduce the scope of work. Less work means less cost.
- **No Contingencies.** The intent in JOC is to pay the contractors for the work they perform. Risks are reduced in the way the Detailed Scopes of Work are written and because the contractor actively participates in the Joint Scope Meeting where the site is inspected, and questions about the work can be discussed. As a result, contractors do not include contingencies in their bids.

**Post Award Claims – Savings of 1% to 2%**

There are less change orders and virtually no claims in JOC. The contractor actively participates in the Joint Scope Meeting and in developing the Detailed Scope of Work. Any





issues or problems are discussed openly and resolved. And by taking responsibility for errors and omissions in the Proposal, the contractor automatically has an incentive to reduce them. This non-adversarial relationship eliminates the underlying cause of most claims and changes. Since JOC is a series of individual job orders, it is against the contractor's best interest to submit claims.

### **Transparency and Audit Worthiness**

Creating a transparent and audit-worthy JOC program requires a focus on accuracy of the Price Proposals. To deliver the competitively bid price for each project, the Price Proposal submitted by the contractor must contain the correct tasks, include accurate quantities, and use the appropriate Adjustment Factors for the work performed. Review of the Price Proposal is essential to creating an audit-worthy, accurate JOC program. In reviewing the Price Proposal, owners must focus on whether: (1) the selected tasks are required to complete the Detailed Scope of Work; (2) the quantities are accurate; and (3) the contractor used the correct adjustment factor, instead of focusing on the price.

### **Diversity Participation**

JOC has been designed to increase the participation **of small, local and minority contractors**. Since no commitment is made to the JOC contractor regarding specific projects or items of work, the contractor cannot profitably develop an in-house work force and is forced to maximize the use of small, local and minority subcontractors. Over the past 8 years approximately **40% of all JOC work performed by Gordian's clients nationwide has been subcontracted to diversity firms**.

Small and minority subcontractors strongly support JOC because they are able to receive large amounts of work without the red tape normally associated with bidding as the prime contractor. They also support JOC because it does not tie up their bonding capacity. They get the work fast and get paid fast. JOC has enabled many small, local, and minority firms to perform public sector work for the first time. These firms previously either did not understand the process or were not large enough to be bonded. Over time, many of these subcontracting firms have grown and become JOC contractors.

### **Reduction of Documentation**

In addition to saving time and money, JOC also reduces the volume of documentation required for each project. **Some documents that will not be necessary on every Job Order are:**

- ✓ Advertisement
- ✓ Information for Bidders
- ✓ Bid Forms
- ✓ Bonds





- ✓ General Conditions
- ✓ Special Conditions

### **Goals and Benefits - Contractor**

Since the structure of the Job Order Contract is a series of sequential Job Orders, the contractor has an on-going financial incentive to execute projects with a **high level of quality**. If the contractor fails to achieve and maintain desired level of quality, the owner can elect to give future projects to other JOC contractors or to accomplish the project using another procurement method.

The contractor's motivation under JOC is the complete reverse of that under the traditional procurement system, in which the contractor has been awarded a one-time contract. Under the traditional system the contractor must make as much money possible from that one opportunity. The contractor is therefore motivated to cut corners on quality and look for and exploit every opportunity to submit requests for claims and change orders. This sort of contractual behavior is not found within JOC, since it would only serve to diminish or eliminate all future Job Order opportunities.

Contractors bid Job Order Contracts because they can be rewarding in many ways. The primary reward for contractors is that JOC can be **profitable**. The derived level of profit will be dependent upon many variables, including the contractor's Adjustment Factors that they bid, management capability, volume of work, and consistency of work flow. The contractor **does not have to expend business development resources to find the next project**. As long as the contractor meets or exceeds expectations, they will likely be given another Job Order and this will continue as long as performance continues, within the constraints of the maximum value of the contract.

Other rewards have to do with the long-term partnership that is expected to develop between the client and the contractor. The JOC structure fosters a continuing, non-adversarial relationship that allows the contractor to function as partner in the development of each Job Order. The contractor becomes an important source of information with regard to construction expertise during Job Order development.







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## JOC Contract Documents

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### Construction Task Catalog Overview

The Construction Task Catalog is a collection of construction and construction related tasks with pre-established unit prices. The CTC includes tasks for the work that the Owner anticipates completing under JOC. Gordian has produced Construction Task Catalogs for almost every type of client doing almost every type of work.

Gordian uses local labor, material, and equipment costs to set task prices in our Construction Task Catalogs. This information comes from surveys of local subcontractors, suppliers, rental companies, and other research. That allows Gordian to be extremely accurate. The CTC needs to be specific. The more complete the CTC, the better the understanding of the parties and less number of arguments that will occur.

### Development of the Construction Task Catalog

The CTC has been customized in terms of both content and pricing for the type of work anticipated to be completed under the JOC Program.

The pricing of the CTC is specific to the owner and incorporates current labor rates, as well as actual local equipment and material prices from local subcontractors and suppliers.

Each task in our Construction Task Catalog has an:

- accurate, customized description
- a unit of measure
- a price to install the item
- 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 bituminous paving, excavation, and concrete sidewalks, increased quantities significantly reduces a contractor's cost. Using the appropriate quantity modifiers is the only way to deliver these savings to the client

New materials and new tasks can be incorporated in the CTC when bidding a Job Order Contract. Thus, the CTC is a living document, which emulates the nature of construction, the development of new construction materials and the needs of the client.

#### NOTE

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Another advantage of the Construction Task Catalog is that it can be continually improved and updated.

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## Structure

The CTC is divided into 49 divisions in accordance with the 2004 Construction Standards Institute (CSI) numbering system, which is also referred to as the MasterFormat. The following table shows the CSI divisions.

<b>2004</b>		Division 25:	Integrated Automation
<b>General Requirements Subgroup</b>		Division 26:	Electrical
Division 01:	General Requirements	Division 27:	Communications
<b>Facility Construction Subgroup</b>		Division 28:	Safety and Security
Division 02:	Existing Customers	Division 29:	Reserved
Division 03:	Concrete	<b>Site and Infrastructure Subgroup</b>	
Division 04:	Masonry	Division 30:	Reserved
Division 05:	Metals	Division 31:	Earthwork
Division 06:	Wood, Plastics, and Composites	Division 32:	Exterior Improvements
Division 07:	Thermal and Moisture Protection	Division 33:	Utilities
Division 08:	Openings	Division 34:	Transportation
Division 09:	Finishes	Division 35:	Waterway and Marine Construction
Division 10:	Equipment	Division 36:	Reserved
Division 11:	Furnishing	Division 37:	Reserved
Division 12:	Special Construction	Division 38:	Reserved
Division 13:	Conveying Equipment	Division 39:	Reserved
Division 14:	Reserved	<b>Process Equipment Subgroup</b>	
Division 15:	Reserved	Division 40:	Processing Integration
Division 16:	Reserved	Division 41:	Material Processing and Handling Equipment
Division 17:	Reserved	Division 42:	Process Heating, Cooling, and Drying Equipment
Division 18:	Reserved	Division 43:	Process Gas and Liquid
Division 19:	Reserved	Division 44:	Pollution Control Equipment
<b>Facility Services Subgroup</b>		Division 45:	Industry-Specific Manufacturing
Division 20:	Reserved	Division 46:	Reserved
Division 21:	Fire Suppression	Division 47:	Reserved
Division 22:	Plumbing	Division 48:	Electrical Power Generation
Division 23:	Heating, Ventilation, and Air Conditioning	Division 49:	Reserved
Division 24:	Reserved		





**Layout**

Each task in the CTC follows a standardized format as follows:

MINOR		TOTAL DIRECT		DEMOLITION
CSI	UOM DESCRIPTION	UNIT COST	UNIT COST	UNIT COST
		Exterior Improvements		32
		Bases, Ballasts, And Paving		32 10
		Unit Paving		32 14
				32

CSI MASTERFORMAT	FULL DESCRIPTION OF TASK	PRICE INCLUDES LABOR, MATERIAL + EQUIPMENT FOR YOUR LOCATION	DEMOLITION PRICE
<b>32 16</b>	<b>Curbs, Gutters, Sidewalks, And Driveways</b> (32 10)		
<b>32 16 13</b>	<b>Curbs And Gutters</b> (32 16) 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'.		
<b>32 16 13 13</b>	<b>Cast-In-Place Concrete Curbs And Gutters</b> (32 16 13) Note: Includes concrete, forms, rebar, chairs (where necessary), expansion joints.		
<b>32 16 13 13-0001</b>	<b>Concrete Curb, Cast In Place</b> (32 16 13 13) Note: Includes delivered concrete, forms, rebar, chairs (where necessary), expansion joints, finish and curing.		
32 16 13 13-0002	LF 6" X 12" Cast In Place Concrete Curb For Up To 20, Add For >20 To 50, Add For >50 To 100, Add For >500 To 1,000, Deduct For >1,000, Deduct	7.18	3.23
32 16 13 13-0003	LF 6" X 12" Cast In Place Concrete Curb - Radius For Up To 20, Add For >20 To 50, Add For >50 To 100, Add For >500 To 1,000, Deduct For >1,000, Deduct	8.18	3.72

**Task Descriptions and CTC Notes**

Throughout the CTC, Notes have been added to help clarify and specify what is included and excluded for a Task. Notes appear at the section level all the way down to the task level. In the example above, the following Note appears at 32 14:

- ✓ **Note: Square, rectangular or interlocking pavers. Includes sand joints and all finishes. Excludes bedding, excavation, base course and compaction. See CSI section 31 00 00 00-0000 for excavation, 31 23 16 00-0000 for excavation, 32 11 16 00-0014 for base course, 32 14 19 00-0001 for bedding.**

**NOTE**

For example, if the project manager will manage painting work orders, then the project manager should become familiar with the painting Note.

The unit price for a task is based on the labor, material, and equipment required to complete the task. The Notes clarify what is included and what is excluded. They assist the project manager in reviewing the Price Proposals. Unless the project manager is familiar with what is included in a task, the project manager cannot determine which tasks are appropriate and which tasks should be deleted from the Price Proposal. The project manager should have a working knowledge of some of the major Notes in the CTC.

Another example that emphasizes that the project manager must be familiar with the Notes is the copper pipe section. As you can see from the following section, **the CTC contains assembly pricing and individual component pricing for copper pipe.** Obviously, the pricing will be different.

**Component Copper Pipe (Excludes hangers and fittings (couplers, tees, elbows, etc.))**





22 11 16 00-0198	LF	3/4" Inside Diameter (19 mm) Copper Pipe/Tubing Type L.....	3.22
		<i>For Work In Restricted Working Space, Add</i>	0.61
		<i>For Type M Tubing Instead Of Type L, Deduct</i>	-0.27
		<i>For Type K Tubing Instead Of Type L, Add</i>	0.35
		<i>For Type K Oxygen Service Tubing Instead Of Type L, Add</i>	0.62

The price for copper pipe in task 22 11 16 00-0198 is a component price as the Note states. Fittings and hangers must be priced out separately. The project manager should expect to see tasks in the contractor’s Price Proposal for hangers, elbows, tees, couplers, etc.

**Assembly Copper Pipe (Includes hangers and fittings)**

22 11 16 00-0182	LF	3/4" Inside Diameter (20 mm) Copper Pipe/Tubing Type L Assembly.....	11.11
		Note: Prices Include All Hangers And Couplings, Elbow, Tee, Reducer Fittings. All Hangers Are Complete Assemblies	
		<i>For Work In Restricted Working Space, Add</i>	2.78
		<i>For Type M Tubing Instead Of Type L, Deduct</i>	-0.59
		<i>For Type K Tubing Instead Of Type L, Add</i>	0.69
		<i>For 60/40 Or 50/50 Solder Where Applicable Instead Of 95/5 Solder, Deduct</i>	-1.02
		<i>For Silver Solder Instead Of 95/5 Solder, Add</i>	1.48

The price for copper pipe in task 22 11 16 00-0182 is an assembly price. Fittings and hangers are included in the pipe tasks. The project manager should not expect to see tasks in the Price Proposal for hangers, elbows, tees, couplers, etc.

Unless the project manager is familiar with the CTC structure and the Notes, it will be difficult for the project manager to perform an accurate review of the Price Proposal. At the end of this training module is a section titled, "Section Tasks and Their Notes," which provides additional examples of Notes and explains the importance of the Notes.

**Modifiers**

Many tasks have modifiers that add to or subtract from the unit price. Modifiers may be for a variety of factors, including:

- ✓ different finishes
- ✓ higher or lower grade materials
- ✓ restricted working space
- ✓ or quantity variations

**WARNING**

Be sure to check for quantity discount modifiers for those tasks that allow for them. This is a huge savings for the facility owner.

It is extremely important for the project manager to know about modifiers to properly review the Price Proposals.

03 31 13 00-0026	CY	Up To 6", By Direct Chute, Place 3000 PSI Concrete Slab On Grade.....
		<i>For 2000 PSI Concrete, Deduct</i>
		<i>For 2500 PSI Concrete, Deduct</i>
		<i>For 3500 PSI Concrete, Add</i>
		<i>For 3750 PSI Concrete, Add</i>
		<i>For 4000 PSI Concrete, Add</i>
		<i>For 4500 PSI Concrete, Add</i>
		<i>For 5000 PSI Concrete, Add</i>
		<i>For 6000 PSI Concrete, Add</i>
		<i>For 7500 PSI Concrete, Add</i>
		<i>For White Cement Concrete, Add</i>
		<i>For High Sulfate Resistance, Type 5 Cement Concrete ASTM C150, Add</i>
		<i>For High Early Strength, Type 3 ASTM C150, Add</i>
		<i>For Lightweight Aggregate, ASTM C330, Add</i>
		<i>For Up To 20, Add</i>
		<i>For &gt; 20 To 50, Add</i>
		<i>For &gt; 100 To 200, Deduct</i>
		<i>For &gt; 200 To 400, Deduct</i>
		<i>For &gt; 400, Deduct</i>





### **Division 01 - General Requirements:**

Labor and equipment tasks in Section 01 General Requirements should not be used in conjunction with other tasks in the CTC. Remember, each task in the CTC includes all the labor, equipment and materials necessary to complete the task. The labor and equipment tasks in Section 01 General Requirements are limited to special circumstances when there are no applicable tasks in the CTC and the labor and equipment tasks are appropriate to complete the work.

Special circumstances may include:

- ✓ The contractor provides labor for emergency fence repairs.
- ✓ The height of the work is over 14 feet and a scissor lift or scaffolding is allowed for painting the ceiling.
- ✓ The Job Order requires placing a chiller on the 5th story of a building and the task excludes the crane. The contractor may include a crane in the Price Proposal and credit back the equipment on the chiller line item.

### **Guidelines for Using the Construction Task Catalog**

These guidelines explain what costs are included in the unit prices, what costs are included in the Adjustment Factor, and other general rules and interpretations.

Each project manager must know the guidelines to evaluate the Price Proposal. We cannot emphasize this enough – there is no way a project manager can review a Price Proposal without knowing, in detail, the Guidelines for Using the CTC. A copy of the Guidelines can be found in **Appendix 3**.

### **Section Tasks and Their Notes**

The Guidelines for Using the CTC provide general guidelines applicable to all tasks in the CTC. Within the CTC, there are additional guidelines applicable to specific sections, subsections and/or tasks.

The following are some selected examples to demonstrate the type and use of Notes.

- 1. The Guidelines for Using the CTC state assembly pricing takes precedence over component pricing. Below is a listing of some of the assembly tasks in the CTC. Wherever possible, assembly tasks should be used in lieu of component pricing.**

#### **03 11 13 00 Wood Formwork**

Note: For job built wood and/or plywood form systems where metal framed formwork cannot be used. Includes erecting, striping, stacking, plywood, framing lumber, oiling, walers, strongbacks, deadmen, supporting braces, turnbuckles, ties, and clips.





### **32 13 13 00 Concrete Paving Assembly**

Note: Includes forms, wire mesh (where necessary), #3-#6 reinforcing rods at 12" on center with chairs (where necessary), vapor barrier, concrete, curing, latex or hot asphalt expansion joints, control joints, screed, float and finish. Excludes excavation, base and earthwork. Includes concrete paving machine. To be used for roadways, driveways, parking areas, or other areas of vehicular traffic.

*There is also an assembly task for Concrete Slabs*

### **32 31 13 00-0116 Chain Link Fence Assembly**

Note: Includes 2" 9 gauge coiled spring mesh (knuckled selvedge), 1-5/8" top rail, 1-5/8" bottom rail, 2-1/2" line post and 3" corner posts. Posts exclude drilling or auguring in soil or rock, concrete or soil fill. Heights indicated are from ground to top of installed pole. Minimum 2' bury with up to one third of exposed post height to be buried in ground. For use on 50 lf or more. See CSI section 02711-0141 for mid rails (where necessary), 02711-0629 for barb wire attachments.

### **22 11 16 00-0437 Copper Pipe Assembly**

Note: Includes hangers and all coupling, elbow, tee and reducer fittings. All fittings are based on 95/5 solder. All hangers are complete assemblies installed in accordance with MSS SP 58 and 69. Excludes insulation.

*There are also assembly tasks for galvanized pipe, welded black steel pipe, pvc pipe, schedule 40 pipe*

### **26 05 33 13 EMT Conduit Assembly**

Note: Includes conduit, set screw connectors, set screw couplings, straps, wire as indicated; per CLF

*There is also an assembly task for RGS conduit*

- 2. Permits and other reimbursable fees are accounted for by way of the Reimbursable Fee item in the CTC. Note that the Adjustment Factor to be applied is 1.00.**







01 22 16 00-0001		<b>Reimbursable Fees</b> <small>(01 22 16)</small>
		Note: Reimbursable fees include but are not limited to permits, special inspections, special insurance, additional warranties, tolls, etc., which are not included in a task or an Adjustment Factor as explained in the Contract or The Construction Task Catalog®.
01 22 16 00-0002	EA	Reimbursable Fees.....
		Note: Reimbursable Fees will be paid to the contractor for the actual cost of all permits, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.0000. The labor cost involved in obtaining all permits is in the Adjustment Factor. The base cost of the Reimbursable Fee is \$1.00. The quantity used will adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, each one shall be listed separately with a comment in the "note" block to identify the Reimbursable Fees (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be included with the Proposal.

**3. Anytime the Contractor brings a piece of large equipment to the job site, the Contractor is entitled to a mobilization task for moving the equipment on and off the site (unless the task states otherwise).**

01 71 13 00-0001		<b>Equipment Delivery, Pickup, Mobilization And Demobilization</b> <small>(01 71 13)</small>
		Note: Includes delivery of equipment, off loading on site and rigging. Return includes dismantling, loading and transporting away. Excludes flagman for traffic control where necessary.
01 71 13 00-0002	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed Truck .....
		Note: For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom manlifts with up to 40' boom lengths, etc.
01 71 13 00-0003	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed.....
		Note: For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with > 40' boom lengths, etc.
01 71 13 00-0004		<b>Crane Delivery, Pickup, Mobilization And Demobilization</b> <small>(01 71 13)</small>
		Note: Includes delivery of equipment, off loading on site and rigging. Return includes dismantling, loading and transporting away. Excludes flagman for traffic control where necessary.
01 71 13 00-0005	EA	Less Than 20 Ton Lift Move On/Off Cost, Truck Mounted Crane .....
		<i>For &gt; 30 To 60 Miles Radius, Add</i>

**4. Section notes can help identify how to calculate quantities.**

23 31 13 13-0001		<b>Steel Sheet Metal Duct</b> <small>(23 31 13 13)</small>
		Note: All field fabricated duct is assembled from flat duct sheets on site to fit to exact field conditions. Ductwork which is fabricated off site or snap-fitting duct is considered as shop fabricated.
23 31 13 13-0002		<b>Galvanized Steel Sheet Metal Ductwork</b> <small>(23 31 13 13-0001)</small>
		Note: Ductwork poundage includes all fittings, transitions, collars, straps, support straps, etc. Pressure class 2" w.g. and less are considered low pressure/seal class C; pressure class 3" w.g. and less are considered medium pressure/seal class B; pressure class 4" w.g. and larger are considered high pressure/seal class A. Shop fabricated ductwork is designed and fabricated in shop with machines, delivered to site and installed. Field fabricated ductwork is fabricated by hand to fit unique designs and installed on site. SMACNA weight for ductwork LB/SF (surface areas) by gauge: 30 gauge - 0.656 LB/SF; 28 gauge - 0.781 LB/SF; 26 gauge - 0.906 LB/SF; 24 gauge - 1.156 LB/SF; 22 gauge - 1.406 LB/SF; 20 gauge - 1.656 LB/SF; 18 gauge - 2.156 LB/SF; 16 gauge - 2.656 LB/SF; Add 10% additional material for lappage. The gauge of sheet metal is determined by the dimensional opening. Use the following to determine the minimum gauge of low pressure rectangular sheet metal ductwork unless otherwise stated by owner or drawings. The largest dimension of duct governs the gauge: up to 12" - 26 gauge, 13" to 30" - 24 gauge, 31" to 54" - 22 gauge, 55" to 84" - 20 gauge, 85" and larger - 18 gauge. For fittings add the following equivalent lengths: 0.75' for duct end cap; 1.5' for tap-in; 2.5' for 45 degree elbows; 3' for 90 degree elbows, transition, taper, register box; 4' for 45 degree reducing elbow, offset, turning vanes installed in elbows; 5' for 90 degree reducing elbow, 135 degree angle gooseneck, boots; and 6' for transition/reducer.

**5. Note that a contractor can include the hauling of the debris either by way of the dumpster or the hauling item, but not both.**

01 74 19 00-0009		<b>Construction Dumpsters Rental</b> <small>(01 74 19)</small>
		Note: Includes delivery and pick-up of dumpster, hauling of debris, rental of dumpster and all applicable non-hazardous disposal fees. Cost of "each" is based on each pick-up.
01 74 19 00-0010	EA	6 CY Dumpster (1 Ton) "Construction Debris".....
		Note: Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material. <i>For Each Ton Over Capacity, Add</i>
01 74 19 00-0011	EA	10 CY Dumpster (4 Ton) "Construction Debris".....
		Note: Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material. <i>For Each Ton Over Capacity, Add</i>
01 74 19 00-0012	EA	15 CY Dumpster (4 Ton) "Construction Debris".....
		Note: Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material. <i>For Each Ton Over Capacity, Add</i>
01 74 19 00-0013	EA	20 CY Dumpster (5 Ton) "Construction Debris".....
		Note: Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material. <i>For Each Ton Over Capacity, Add</i>
01 74 19 00-0014	EA	30 CY Dumpster (6 Ton) "Construction Debris".....
		Note: Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material. <i>For Each Ton Over Capacity, Add</i>
01 74 19 00-0015	EA	40 CY Dumpster (6 Ton) "Construction Debris".....
		Note: Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material. <i>For Each Ton Over Capacity, Add</i>





01 74 19 00-0028	Hauling <sup>(01 74 19)</sup> Note: Includes load time, time for travel, dump time and return (roundtrip). The task quantity is the number of miles to the disposal site (one way mileage) times the number of cubic yards being transported. For example, to haul 8 CY to a site 14 miles away, the quantity is calculated as follows: 14 miles x 8 CY = 112 CYM.
01 74 19 00-0029	CYM Hauling.....

**6. In most cases, there are several options available to complete the same task depending on the means and methods the Contractor is going to have use in the field. Per the Guidelines for Using the CTC, the Contractor should always select the most practical and economical task available.**

09 91 23 00-0060	SF Paint Interior Plaster/Drywall, 2 Coats Paint, Brush... <i>For Oil Based Paint, Add</i>
09 91 23 00-0064	SF Paint Interior Plaster/Drywall, 2 Coats Paint, Brush/Roller Work... <i>For Oil Based Paint, Add</i>
09 91 23 00-0067	SF Paint Interior Plaster/Drywall, 2 Coats Paint, Sprayed..... <i>For Oil Based Paint, Add</i>

**7. Make sure to review the section notes as "Industry Terms" may be defined differently in the CTC**

22 13 13 00-0001	Fixture Rough-In <sup>(22 13 13)</sup> Note: Excludes fixture. Not for use when individual component details are available, on remodeling work where partial pipe and fittings are installed or on residential projects. For use on commercial restrooms with multiple toilets, urinals and lavatories. Includes waste and vent pipe and fittings and domestic water supply pipe and fittings. Waste piping is included from fixture outlet tee to floor, vent piping is included from outlet tee within the wall to the ceiling and domestic water supply from ceiling to fixture and stub out with caps. Based on vertical floor to floor of 12'. Use detailed tasks (i.e. individual pipe and fittings, insulation, hangers, etc.) instead of rough-in assembly where possible. See CSI section 22 07 19 00-0000 for insulation, 22 11 16 00-0180 for copper pipe and fittings, 22 13 16 00-0000 for PVC or cast iron sanitary waste and vent pipe and fittings, 23 05 29 00-0000 for hangers.
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**Technical Specifications Overview**

**NOTE**

While manufacturers and suppliers may be listed in the Technical Specifications and Construction Task Catalog, remember that they are not required to be used if an "or equal" item is approved.

The Technical Specifications dictate the quality of the workmanship and the quality of the materials for the tasks set forth in the CTC. Coordination of the specifications with the CTC allows the contractor, as well as the project manager, to find specifications quickly according to CSI number. It is important to understand that the Technical Specifications do not dictate means and methods of construction. For many tasks, the CTC provides different means and methods to accomplish a particular task such as placing concrete by hand, by direct chute or by pump. The contractor must select from the available options the most efficient means and methods to accomplish the work.

Also, the Detailed Scope of Work dictates the final work product not the Technical Specifications. The Technical Specification may include a wide range of options for the work. For example, for concrete sidewalks, the Technical Specifications may discuss several sizes of standard welded wire mesh, reinforcement bars, or no reinforcement at all. Also,







there are options for the strength of concrete, the type of finish, etc. The project manager must specify the work required in the Detailed Scope of Work. The Technical Specifications will provide the quality of workmanship and the quality of materials for the work so specified.

Client specific Technical Specifications can be incorporated into our standard specifications or can be an additional volume to the Contract Documents.

### **JOC Definitions**

JOC-specific definitions are contained in the solicitation documents. Following is a partial list of those definitions.

1. Adjustment Factor - The competitively bid adjustment to the pre-priced tasks in the Construction Task Catalog. There are multiple Adjustment Factors for each contract, differentiated by hours of work and project location.
2. Construction Task Catalog - The catalog containing all Pre-Priced Tasks. The CTC is part of the Contract Documents and electronically accessible in eGordian the contract management information system.
3. eGordian Apps - The management information system provided by Gordian for the sole purpose of developing Proposals and managing the Project Manger process.
4. Detailed Scope of Work - An eGordian document which describes in detail the Work the Contractor will be required to perform, and is a central document of the Job Order.
5. Job Order - An eGordian document that obligates a **lump sum price** for the Final Scope of Work. Each Job Order is issued under terms of the master JOC Contract.
6. Job Order Completion Time - The period of time allowed for the Contractor to achieve completion of the Final Scope of Work and submit all close-out documentation, as detailed in the RFP and Job Order documents.
7. Job Order Contract - The overall competitively bid contract, awarded to the JOC Contractor by the client.
8. Job Order Proposal - All documents submitted by a Contractor in response to a Request for Proposal including: (1) Price Proposal, (2) Back-up for Non-Prepriced Items (is applicable), (3) Subcontractor List, (4) Construction Duration Schedule, (5) Drawings, Submittals and additional data as requested.
9. Joint Scope Meeting - A meeting at the site of the proposed work (or other agreed-upon location) during which the project manager, Contractor, Subcontractors and as required, inspectors, consultants, engineers, and others,





discuss and refine the Scope of Work to be performed and other issues relative to performance of the Job Order.

10. Project manager Non-Prepriced Task (NPP) - A construction task for which a pre-set price is not contained in the CTC.
11. Notice to Proceed (NTP) - The document issued to the Contractor by the project manager after the Job Order has been issued.
12. Prepriced Task - A construction task for which a pre-set price is contained in the CTC.
13. Price Proposal - The Price Proposal is prepared in eGordian by the Contractor using the CTC. It lists the tasks and quantities required to accomplish the Final Scope of Work, and calculate proposed quantity by the Adjustment Factors appropriate to the work hours and location.
14. Proposal Validation - An eGordian process completed prior to a proposal being Exported to the Owner, and ensuring the content in each Contractor Price Proposal is correct by the following criteria:
  - a) Recalculate Items: Recalculates proposal to ensure the total is correct.
  - b) Check for Multiple CTCs Used: Verifies that only one is used
  - c) Check for "No Adjustment on Line Item Tasks": Verifies that all line item tasks have a factor applied
  - d) Check for Incorrect CTC Used: Verifies that all pre-priced items use the default CTC book
  - e) Check for Items Not Found: Verifies if any items were not found in the respective CTC after an addition or recalculation
15. Request For Proposal (RFP) - An eGordian document prepared by the project manager and sent to the Contractor requesting a detailed Price Proposal for the work described in an attached Scope of Work.
16. Supplemental Job Order - An associated Job Order to the original Job Order that modifies the Scope of Work and lump sum price.
17. Project manager Technical Specifications - The specifications incorporated into the Contract Documents, describing the quality of materials and workmanship for each Pre-Priced Task in the CTC. The Technical Specifications are issued with the Invitation for Bids





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## **Execution Procedures**

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### **Overview**

The development of JOC procedures must incorporate all phases of the JOC process including: Job Order Initiation, Job Order Development, Price Proposal Development and Review, and Job Order Approval. The procedures must also touch on: Construction and Inspection, Payments, and Job Order Closeout.

### **JOC Execution Procedures Step by Step**

1. Project Initiation – A project has been identified for the JOC program and entered into eGordian.
2. Defining the Detailed Scope of Work and Conducting the Joint Scope Meeting – The owner, contractor and any additional individual that should be invited visit the job site and discuss the best way to construct the job. The owner will then go back and write-up the Detailed Scope of Work and send it with the Request for Proposal to the contractor. All information will be entered into eGordian.
3. Estimate, Job Order Proposal, and Job Order Proposal Review – Once a Request for Proposal has been issued to the contractor, the owner may put together an independent estimate. During this same time, the contractor is entering the detailed Price Proposal. When the contractor has completed his detailed Price Proposal the contractor will transmit it electronically to the owner through eGordian. The owner will have the opportunity to review it and request changes. All information is entered into eGordian.
4. Construction and Inspections – Typical construction methods at the owner are followed during this phase.
5. Payments – At certain intervals of the construction process, the contractor must submit an invoice to the owner for payment. The invoice submitted must reflect the work in place and approved by the owner.
6. Close Out – Once the owner has accepted the project, the contractor must submit final payment, warranty information, drawings, etc. that are needed to finalize the project.
7. Supplemental Job Orders – When a Job Order has already been issued but there is a requested change in the Detailed Scope of Work then a supplemental Job Order must be issued. Supplemental Job Orders follow the same procedures as the initial Job Order. All information on a supplemental is entered into eGordian.

### **BIDsafe Procedures Step by Step**

1. Project Initiation – A project has been identified for the BIDsafe program and entered into eGordian. All documents, drawings, specifications and other documentation that defines the scope of work.





2. RFP – The owner will set a due date and time and selects from the pool of JOC contractors that will receive the RFP.
3. Meet at the job site – The owner and contractors meet for a pre-bid meeting at the job site.
4. Changes, Questions and Answers – Additional information is conveyed through addendums. Contractors may ask questions and the owner can select the questions to answer, which will automatically create an addendum when the answers are submitted.
5. Submit Proposals – Proposals are not visible to the owner or the contractors during the Bidsafe process. The Contractors submit a Not-to-Exceed (NTE) amount. Once the due date and time have passed, the owner may review all submittals and contractors are prevented from submitting or changing a submittal.
6. Project Award – The owner selects one of the NTE proposals and sends an “intent to award” to the contractor. The selected contractor then submits a Price Proposal.
7. Price Change Orders & Apply Discounts - Any changes or additions to the project are priced based on the Construction Task Catalog. If the CTC price proposal is higher than the NTE value, the contractor is offering a discount on the project. Any future changes will have the discount applied, as well.

### **Best Practices for a Successful JOC Program**

A JOC program, if properly implemented, should increase the annual volume of construction compared to the traditional design-bid-build process. The success of JOC is directly related to using JOC’s internal checks, balances and controls to provide an excellent audit trail of all Job Orders. This, combined with multiple verification programs and trained personnel, ensures the integrity of the JOC database and the program as a whole.

Keys to a **successful JOC Program** are:

- ✓ Good, open communication.
- ✓ Creating a non-adversarial environment.
- ✓ Preparing complete and comprehensive scopes of work.
- ✓ Strict adherence to the contract documents.
- ✓ Achieving due dates to keep the process moving.

Keys to an **auditable JOC Program** are:

- ✓ Make sure the Contractor is not pricing a moving Detailed Scope of Work. Finalize the Detailed Scope of Work prior to requesting a Price Proposal.
- ✓ Each task in the Price Proposal should pass the review questions discussed in Module 4.
- ✓ Do not allow the Contractor to build to a price based on Subcontractor costs.





- ✓ Do not "steer" the Contractor towards any individual subcontractors. Contractors must be able to find Subcontractors that can perform for the price they are being paid.
- ✓ The prices paid to the Contractor are fixed according to the CTC. Do not get into a discussion of individual unit prices. There may be times the Contractor loses money on some disciplines while other times, they may make their margin, or a higher margin. The hills and valleys even out.

Follow the appropriate pricing for changes in the work. Do not "horse trade" added and deleted scope by calling it a wash. If the Detailed Scope of Work changes, through additions or deductions, the Price Proposal can contain negative quantities for deleted scope and positive quantities for added scope.





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## Module 1 – Test Your Knowledge

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1. The JOC Execution Procedures should take the all of the following into consideration when being developed: Job Order Initiation, Job Order Development, Price Proposal Development and Review, and Job Order Approval.
  - a. True
  - b. False
2. Job Order Contracting is a member of what type of construction contract?
  - a. MATOC
  - b. Design-Bid-Build
  - c. Indefinite Delivery/Indefinite Quantity
  - d. Cost Plus
3. Which of the following are keys to a successful JOC program?
  - a. Good, open communication.
  - b. Creating a non-adversarial environment.
  - c. Preparing complete and comprehensive scopes of work.
  - d. Strict adherence to the contract documents.
  - e. All of the answers above.
4. What are three (3) keys items that make a JOC program auditable?
5. When should items from Division 01 – General Requirements be used?
6. What is the Construction Task Catalog and why is it important to the JOC process?
7. All iterations of the price proposal should be saved in eGordian, not just the final version.
  - a. True
  - b. False
8. What is the contractor's motivation under JOC?
9. If an unforeseen site condition or a change in scope happens what are the procedures?
10. Name 3 benefits of using JOC for a facility owner.





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**PRE-SELECTION NEGOTIATIONS CLARIFICATION QUESTIONS  
FOR THE GORDIAN GROUP  
RFP 6100035359  
10/23/2015**

- 1. Explain your understanding of the Separations Act and how it will impact the JOC Program and your experience with Pennsylvania Department of Labor and Industry approvals, permits, Special Inspections and Certificates of Occupancy and their impact on the JOC Program as outlined in Part II-1 of the RFP.**

The Separations Act, 71 P.S. §1618 (the “Act”), requires public owners to use a multiple-prime project delivery system, and each prime construction contract must be competitively bid. Commonwealth Procurement Code, 62 Pa. C.S. § 322(6), states that “all projects equal to or exceeding \$25,000 shall be subject to” the Act. The Gordian Group has substantial experience dealing with the Act, and a similar legislative mandate in New York State known as Wick’s Law. Since the Procurement Code requires public agencies to solicit separate bids and award separate contracts for electrical, HVAC and plumbing work which exceeds \$25,000, the Pennsylvania Department of General Services (“DGS”) must procure separate JOC contracts for this type of work. One of The Gordian Group’s current clients, the Keystone Purchasing Network (“KPN”) utilizes this approach to make JOC contracts available for use by their cooperative members, which includes school districts, authorities, townships, boroughs, cities and counties. With The Gordian Group’s assistance, KPN competitively bid 26 contracts across the Commonwealth of Pennsylvania, including general construction, electrical, plumbing and HVAC. The contracts are based on prevailing wage rates, and comply with the Act as well as the Steel Act. We will work with DGS to identify the appropriate geographical regions for soliciting competitively procured contracts in each of the required trades, and will generate a customized, Pennsylvania Prevailing Wage Act priced Construction Task Catalog for each region, and for each trade contract to be procured. The Gordian Group will ensure that updated and current Pennsylvania Prevailing Wages are included in both the Construction Task Catalogue prices and with each Job Order. A similar approach was successful under our previous contract with DGS. We have also successfully employed this approach for all of our clients in New York State, which are required to bid multiple prime contracts for public works that exceed a defined monetary threshold. Wicks Law can be found in Section 135 of the New York State Finance Law. In summary, we have substantial experience dealing with multiple prime bidding requirements, and can successfully implement a JOC program that satisfies the Act, and enables DGS to accomplish emergency response, maintenance, renovation, repair and construction projects in an efficient and cost-effective manner.

While The Gordian Group does not have substantial experience interacting with the Pennsylvania Department of Labor and Industry (“PDLI”), we have experience assisting JOC contractors and managing the process of obtaining approvals, permits, Special Inspections and Certificates of Occupancy from similar agencies. Within Pennsylvania, The Gordian Group has experience with the PDLI permitting process in connection with our KPN eIQC program that established a statewide network of JOC contracts for the benefit of KPN member. As part of the DGS JOC program, The Gordian Group will, with the assistance of DGS, draft Execution Procedures and edit DGS’ design-build contract documents. The Gordian Group will create project schedules that ensure all required approvals, permits and certificates are obtained by the JOC contractor at the appropriate time. We will ensure that permit application packages are submitted to the PDLI in



a timely manner, and coordinate and confirm approval by the plans examiner prior to starting work. Further, we will evaluate the permitting process and work with the JOC contractors to ensure that, where appropriate, a phased permitting process can be implemented to begin construction as soon as possible. During construction, The Gordian Group will provide construction administration including coordinating the special inspections, certificate of occupancy, and accessibility inspections and permitting process to ensure all required documents are obtained in a timely manner and that construction activities are completed successful, on time, and with minimal change orders. We will keep detailed records of these processes, and will ensure a comprehensive Project file contains all required approvals.

The selected Offeror will maintain Project records and other data specified in the contract in such detail as shall properly substantiate claims for payment and in accordance with the DGS Retention Schedule as well as applicable state and federal laws and regulations. Such records and data will be accessible to the agencies via the selected Offeror's electronic system. All Project records will be kept organized and available for RTKL request responses and eventual turnover to the Commonwealth after completion of the Project. The selected Offeror must assist DGS with all activities required to transfer all JOC documents and materials to DGS, Commonwealth agencies or the successor contractor upon termination or expiration of the contract. The transfer must be in an electronic format acceptable to the Commonwealth at time of transfer.

Some of the JOC projects accomplished through the DGS JOC program will qualify for Level 1 Permits under the PDLI approval process. This is a simplified permitting process for alterations work that should not delay the project, provided permit applications are submitted and reviewed in a timely basis. While the PDLI approval and inspections process presents an additional layer of approvals for JOC projects not normally found in most states, we will be able to formulate processes and procedures with the assistance of DGS and the JOC contractors that safeguard against any delays that may result from the approval process. Those projects requiring design documentation, either due to the nature of the project or required by a higher level permit application (other than Level 1) will be required to comply with a more formal design documentation process, to be developed with DGS input, as a contract requirement in the JOC Design /Build Contracts. The Gordian Group will provide oversight and review of design progress submissions and final design documents by Design Manager(s) assigned to these projects. The Gordian Groups Design Manager(s) will be one or more individuals with experience and competence in pre-construction CM services and with technical knowledge of the involved design discipline(s). These individuals will not be the assigned Project Managers; they will be Pennsylvania licensed architects and engineering professionals, but may also include otherwise qualified individuals with extensive applicable experience and competence who are acceptable to DGS. DGS reserves the right to require the replacement of any licensed or unlicensed Design Manager, who DGS determines to be performing unsatisfactorily.

- 2. As outlined in Part II-3 of the RFP indicate the number of man-hours allocated to each required event described in RFP Part IV. Provide a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each task event described in RFP Part IV.**

The Gordian Group does not provide services at an hourly rate, nor do we charge any fees associated with the initial development and implementation of a JOC program. Accordingly, we

do not track the hours necessary to perform the services described in our proposal, and in any event it would be difficult to predict the number of hours required to complete many of these tasks given the variance we have seen across all JOC programs we have implemented. As provided in our proposal, and dependent upon the responsiveness of DGS, The Gordian Group proposes to have the DGS JOC program operational within 120 days of contract award. In addition, we are providing both a summary and detailed project schedule for each task described in Part IV of the RFP.

**3. Under Part II-4 Prior Experience of the RFP, did any of the projects listed involve design/build JOC contracting? If so, please elaborate on the Gordian Group's experience with the design-build aspect of those projects.**

Most JOC construction contracts awarded under Gordian systems are awarded to a construction company, not a design/build contract with a proposed team or single firm that performs both design and construction services. This is the traditional method for procuring JOC contractors, the one implemented by all Gordian JOC clients (except as described below), but is not the only one available to DGS. When design services are required on a typical JOC project, the lead JOC contractor is responsible for the hiring a design firm to perform the required professional services. These services may be listed as pre-priced tasks in the Construction Task Catalog, or may qualify as a reimbursable task under the JOC contract, whereby the JOC contractor simply bills the owner for costs incurred for the design work.

One of our clients, The Washington Metropolitan Area Transit Authority has awarded true design/build contracts in the past that have a JOC component to them. In these cases the awarded contractors have been evaluated on both the design and construction teams during the selection process, and the same design team performed work for all projects completed under the JOC contract. While this is not typical of the JOC contracts bid by our clients, we have experience procuring JOC contractors and executing JOC projects that include a design/build approach.

Gordian will work directly with DGS to determine the most efficient and cost-effective approach for the DGS JOC program, and we are experienced in awarding contracts both competitive low bid and design build.

**4. Provide additional details (at same level as provided for the four highlighted projects) for the three Pennsylvania projects included in your Current or Complete Projects list. Why isn't the previous contract with DGS included on the list (ended in 2016)? Are there any other Pennsylvania projects you have worked on in the past five years? If yes, please provide similar level of information.**

The additional details for the Pennsylvania projects are included as an attachment to this response. These include the development, implementation and support for JOC programs for: 1) Pennsylvania State University; 2) the Pennsylvania Turnpike Commission; 3) the City of Philadelphia; 4) the Pennsylvania Department of General Services; and 5) the Keystone Purchasing Network. The DGS program was mistakenly omitted, and is included in the detailed summaries provided herein. There are no other Pennsylvania projects that we have worked on in the past 5 years.

**5. Do any of the Offeror's projects submitted as "Prior Experience" in II-4 involve emergency response? If so, please elaborate on your experience with this aspect of the DGS JOC Program.**

The Gordian Group has experience developing and implementing emergency response JOC contracts at Vermont University, Pennsylvania State University and the New York City Department of Education. Traditionally, JOC contracts have been used for planned maintenance, repair, renovation and demolition work. Recently however, these clients determined that the JOC contract structure and pricing is effective in responding to natural disasters and other emergency situations.

Vermont University established an emergency response JOC contract for mold and water damage. Vermont winters are extremely cold, and since the University has a number of historic buildings there are inevitable water line breaks that occur in the winter months. They determined that having on-call contractors capable of responding quickly to emergency water damage events with fixed pricing for all work performed simplified the process and guaranteed the university would not overpay for the emergency services. The University competitively bid and awarded an emergency response Job Order Contract. To date, the program has been very successful.

The New York City Department of Education has been using a Gordian JOC system to accomplish routine renovation repair and upgrade projects for more than 18 years. The Department manages more than 1,200 school buildings and related facilities. Following Hurricane Sandy, the Department called upon its JOC contractors to perform remedial work at some schools damaged by the storm. Thereafter, the Department decided to put in place three competitively-bid, on-call emergency response JOC contracts to respond to future events. The emergency response JOC contracts contain present unit prices for all types of labor, materials, equipment and construction work that may be needed to stabilize the building and perform cleanup work. Although the unit prices include hourly rates for labor and daily, weekly and monthly rates for everything from axial fans, bobcats and temporary generators, they put an emphasis on including tasks that are for a measurable amount of work – e.g. square foot of plywood used to board up windows, square yard of carpet removal, cubic yard of imported gravel, etc.... The emergency response JOC contract and Construction Task Catalog are included with this response, and we will work with Pennsylvania DGS to implement a similar program for statewide emergency response JOC contracts.

Pennsylvania State University has also expanded its JOC program to add emergency response JOC contracts to procure contractors capable of responding to emergency events. Penn State awarded four (4) Emergency Restoration Services Contracts in December 2014. Through these contracts, JOC contractors are expected to be able to mobilize and be onsite at any Penn State campus within 2 hours with labor, equipment and material to work at the direction of the University. All costs for immediate work are priced using a specialized emergency response Construction Task Catalog developed for Penn State.

Emergency response JOC contracts provide facility and infrastructure owners with prequalified, on-call contractors ready to respond to emergency events quickly at preset unit prices for labor, material, equipment and services. The Gordian Group will work with DGS to identify the types of work required for its emergency response program, and determine the number of emergency

response JOC contracts that will be required to ensure DGS can quickly and effectively respond to emergency projects in the aftermath of a natural disaster or other emergency situation. For your reference, excerpts of the NYC Department of Education’s Emergency Response JOC General Conditions and Construction Task Catalog® are included as attachments to this response.

**6. Of the staff identified in Part II-5 of the RFP, indicate which personnel (Managers and below) actively worked on the list of projects (Current or Completed) identified in Section 4 of the Gordian Group’s proposal? For this purpose, “actively worked” is defined as expending at least 40 hours of effort. A matrix may help illustrate this involvement by individuals per project.**

The Gordian Group employs a team approach to all of our client engagements, and many of our employees support each and every client in a meaningful way. The Gordian Group does not track hours expended on each client program by the various support staff that assist on all client accounts, but the following is a narrative summary of the services provided to Gordian clients by our staff included in Section 5 of the proposal, and a staffing matrix is provided as an attachment to this response:

Robert D. Coffey	Mr. Coffey oversees and manages all aspects of JOC operations, including program development and support for all clients. His additional responsibilities include the oversight and management of our customer support operations. Mr. Coffey, as the co-founder of The Gordian Group, has actively worked on every client of the company at some point during his 25 years.
Michael C. Jones	Mr. Jones was recently promoted to the position of Vice President of Operations, and reports directly to Mr. Coffey. Mr. Jones is primarily responsible for overseeing and supporting The Gordian Group’s Region Directors, who directly manage our operations staff across the country.
Dan O. Cook	Mr. Cook is responsible for the management and oversight of all of The Gordian Group’s clients in the Southeast Region, as identified in Section 4. Mr. Cook has “actively worked” on all Southeast region projects, as well as previously supported the NYC Department of Environmental Protection’s JOC program prior to being promoted to region director. Mr. Cook has experience working on all Pennsylvania projects listed in the proposal, and is well suited to successfully oversee the implementation and execution of the DGS JOC program.
Michael Ledford	Mr. Ledford has supported almost every client listed in Section 4 through the work performed by The Gordian Group’s Program Development team. Mr. Ledford and his team assist in the development of the bid documents, general conditions, execution procedures and other documents necessary for any

JOC program. In addition, Mr. Ledford and his team create update documents for each JOC solicitation issued by our clients during the term of our contract with them.

Kelly Mingle and Christian Mellon report directly to Mr. Ledford. Ms. Mingle has “actively worked” on all Western Region clients listed in Section 4 during either the program development or contract solicitation phase, and Mr. Mellon has supported clients in the remaining regions providing the same services.

Mr. Ledford and his team will provide part-time support during the program development phase, which will require full-time hours for several weeks during this process.

Mike West

Mr. West is responsible for the development and publication of all Construction Task Catalogs for The Gordian Group’s clients, and in all likelihood has “actively worked” on every project listed in Section 4 during the time he has been with the company.

John Melin assists and reports to Mr. West, and has been with The Gordian Group for over 19 years. As with Mr. West, Mr. Melin has worked on every Construction Task Catalog issued during his term of employment, and has “actively worked” on all client projects listed in Section 4.

Dong Lee

Mr. Lee supports the Program Development and Program Support staff by ensuring all quality control activities are performed and the final bid documents, Construction Task Catalog and Technical Specifications are issued without error. Mr. Lee supports all of the clients listed in Section 4 in performing these duties.

William Cunningham

Mr. Cunningham has “actively worked” on JOC programs for the New York City Department of Education, City of Philadelphia, Pennsylvania Turnpike Commission and Keystone Purchasing Network. Mr. Cunningham will be dedicated to the DGS JOC program full-time during the program development phase, and will continue to support the program in a full-time capacity provided the volume of construction warrants this level of commitment.

Richard Astle

Mr. Astle has “actively worked” on JOC programs for the Housing Authority of Baltimore City and The Gordian Group’s ezIQC program offered to all members of the National Joint Powers Alliance in the State of Maryland. Mr. Astle will provide

part-time support during the program implementation phase and will assist in training DGS staff and conducting pre-bid meetings during the JOC contract solicitation process.

Software and Reporting Each of the staff members included in the Software and Reporting team provide meaningful support to each and every client of The Gordian Group. Our CIO, Bob Kelbe, manages a team of software developers, quality assurance technicians, report writers, business analysts, database administrators and customer support technicians that ensure our clients are able to leverage our technology assets to execute a successful JOC program. Whether it is incorporating new features into eGordian, developing custom reports, or troubleshooting software issues, our Software and Reporting team provides responsive, comprehensive support to our more than 200 clients.

**7. In addition, provide a breakdown of your staff (number of employees) by job title/responsibility who will be engaged on this contract. Differentiate between full time, part time and contract/subcontractor employees.**

As mentioned above, Mr. Cunningham will be dedicated to the DGS program full-time during the program development and implementation phase, and will be supported by the full breadth of expertise in our organization in all areas. We have been successful in implementing and supporting more than 200 JOC programs because we have dedicated, specialized resources to handle all aspects of implementing and executing a JOC program. While many of those resources are not dedicated full-time to specific projects, they are available to all of our clients and will support DGS's program for the term of any contract we obtain. Each of the staff members listed will be dedicated to the DGS program on a part-time basis however, as the requirements of the contract dictate, The Gordian Group will dedicate full-time resources to the JOC Program. The time commitment for JEM Group staff will be determined by the volume of construction that is procured through the DGS program. Following the implementation of the JOC Program, DGS reserves the right to require the selected Offeror to replace the primary Account Manager or other Project management staff, if DGS determines their performance is unsatisfactory.

**8. Only one Program Support Project Manager is listed in the Gordian Groups' proposal. Will this Project Manager be working full time exclusively on the DGS JOC Contract over the 3-5 years of the contract? If not full time, how many hours per year are anticipated? Where will the Project Manager be located? How many individual projects can this Project Manager manage? Will he be able to cover the entire Commonwealth on his own?**

William Cunningham will be the primary Account Manager at DGS. He has over 9 years' experience at The Gordian Group, and was the primary Account Manager that supported the previous DGS JOC program. Mr. Cunningham will work exclusively at DGS during the program development phase, and will continue with the DGS JOC program full-time provided the

construction volume warrants this level of support. Mr. Cunningham lives in Pennsylvania and will be supported by additional resources that will be added based on program usage.

We also have 1-2 additional resources in Pennsylvania to assist in covering the entire Commonwealth: Richard Astle and Sylvia Moreno. Richard has been with Gordian for more than 16 years. Sylvia has been with Gordian for less than 1 year but prior to joining she obtained 10 years' experience using The Gordian Group's JOC system at clients like Los Angeles Unified School District and the Los Angeles County Department of Public Works.

Depending on the volume and location of work procured under the contract we will make staffing adjustments. The fee structure is set up in such a way that makes this possible for us, and the utilization of JEM Group will be leveraged to manage fluctuating workloads.

- 9. In reference to Part II-5 and II-9 of the RFP, JEM Group, has been identified to assist Gordian in Program Support, with other firms to be determined in the future. Please elaborate on how other sub-contractors will be determined. Also, please elaborate on JEM Group's qualifications and the experience, personnel and resources they provide to your team? Does JEM Group have resources to employ across the entire Commonwealth? Are they familiar with JOC construction and the enforcement of such contracts, laws and regulations governing Commonwealth construction? Has Gordian used them for similar engagements? If so, please elaborate.**

The Gordian Group intends to utilize the JEM Group exclusively for the Job Order Project/Construction Management tasks set forth in Part IV-4 (D), unless additional support is required based on the volume of projects and resources available from JEM Group. In the event additional subcontractors are required, The Gordian Group will submit any potential candidates for DGS's review and approval prior to the commencement of work. JEM Group is a full service construction services firm with expertise as a design builder, general contractor and a construction manager. The firm employs 22 professionals and is centrally located in Harrisburg, PA. JEM Group has experience and resources throughout the Commonwealth and is positioned to execute projects in any location when required. Key members of the firm's team have participated in JOC programs both at the state and federal level, and have worked on numerous State projects. Details on the individuals that would be assigned to the project can be found in the SDB section of the proposal.

Below is a list of State projects that JEM has worked on as either a construction manager or general contractor:

- Office of the Budget
- Social Security Administration
- PA Department of Health
- PA Department of Aging
- PA Office of the Consumer Advocate
- PA Office of the Inspector General
- PA Department of Public Welfare

- PA Office of Procurement
- PA Department of State
- Rachel Carson Building Renovations
- Armstrong County Maintenance Facility
- Law Library, Forum Building

The Gordian Group has not used JEM Group for previous engagements, but they come highly recommended and we are confident in their ability to deliver on each and every task assigned to them. During the program development and implementation process, The Gordian Group will provide training to the JEM Group on our proprietary eGordian software, as well as the JOC process.

**10. The Gordian Group must acknowledge and describe the design-build construction aspect outlined in IV-4, B, D and E of the RFP. In addition, who will manage and oversee the design-build aspect of any given project? The Gordian Group did not address the design-build requirements in the proposal.**

The Gordian Group acknowledges the design-build aspect outlined in IV-4 B, D and E of the RFP.

We understand the goal of the JOC program at DGS is to put in place contracts that can perform professional design services as well as construction services. Traditionally, with JOC the prime contract holder (lead contractor) is responsible for hiring qualified design professionals on a project by project basis who will be responsible for managing the design-build nature of a project. The design services to be provided are reviewed and approved as part of the JOC contractors' price proposal.

We have also set up programs where the prime contract was awarded to a company that was responsible for self-performing all professional design services. The costs can either be incorporated in separate adjustment factor, appear as line items costs in the detailed proposal or as simple reimbursable costs. Without knowing all of the details of how DGS will use the contract we cannot make a recommendation at this time as to the most effective approach to implement the design-build process into DGS's JOC program.

We also understand the unique requirements that the Separations Act has on how professional design services will be used, and that it may result in the General Construction contract handling professional design services differently than the trade contracts.

However DGS decides to setup the program ultimately the awarded JOC contract holder, and not the Gordian Group, will be responsible for providing the design services for any individual project. While design-build is not the traditional approach to soliciting and awarding JOC contracts, The Gordian Group will, with the assistance of DGS's legal and procurement staff, modify the existing design- buildcontracts to incorporate the necessary JOC-specific language. During the program development and implementation process The Gordian Group's program development and program support team will work with DGS to develop Execution Procedures for all JOC projects that ensures the development and execution of Job Orders for the design portion of the project, including review and recommendations for approval/disapproval of the design



progress submissions.

In summary each JOC program is different, and DGS's will be no exception. Using a combination of our expertise in JOC, procurement, construction, data and technology, The Gordian Group has the resources to implement and execute a JOC program that meets the design-build requirements in the RFP.

**11. Explain how design costs will be determined and how they will be presented in the Task Order Catalog as requested in Part IV-4, B of the RFP. Provide an example of a Task Order Catalog from a previous project that includes design costs for multiple prime construction contracts.**

There are several ways in which we have compensated our Design-Build Contractors for architectural and engineering (A/E) services. We can adjust our process based on DGS's needs and the associated local statutes.

A/E Services as a Reimbursable line item

We utilize the non-prepriced process to establish the amount paid to the Contractor. The Contractor solicits multiple quotes from local qualified A/E firms and presents those qualifications to The Gordian Group and the Client for final selection. After the selection is made the price submitted is incorporated as a reimbursable line item (Factor 1.000). Example attached: JTDC East Gym Floors.

A/E Services as hourly rates as set forth in the Task Catalog

We can also insert hourly rates for all of the associated A/E positions. We track these rates along with the material, labor and equipment rates in our task catalogs. The contractor can use their internal staff or outside consultants at the hourly rates established in our catalog. The prices in the catalog would be multiplied by the number of hours and their adjustment factor. Example attached: O'Hare Station.

A/E Services as hourly rates in separate job order proposals

We can also use separate job orders, one for design and the other for construction. Numerous clients like to expense or capitalize these engineering and construction costs so we can separate or combine these fees. In addition, the total project cost is not lost since both are combined to give our Clients the total project costs within eGordian. Example attached: Shaft 10 Highlands office is a separate job order for design only.

A/E Services with hourly and reimbursable expenses together with construction

Lastly we can put it all together under one umbrella to have a reimbursable expense for the permits, hourly rates for the engineer and add the construction cost all in one job order for approval. Example attached: K086 Exterior Painting

We have found these four ways satisfy all of our Clients nationwide but we are willing to discuss and design alternative ways to assure our Clients receive the highest quality A/E services. We must make sure the design and construction processes are completed in a timely manner to ensure timely project delivery, which is the hallmark of any successful JOC program.

**12. How does the Offeror plan to organize and perform program management for Job Orders that will be issued for work of various types across the entire Commonwealth as outlined in Part IV-4, A – D and G of the RFP? More specifically, the implementation of the design/build JOC process will require the Offeror to first initiate a process that includes one**

**or more site visits in order to develop the initial scope/program/cost survey (SPCS). Please identify the key personnel and supporting personnel (both Offeror and other) who will attend these initial project site visits, elaborate on their experience with the JOC process, and provide additional details on the SPCS development process.**

As discussed in our response to question #2 the organization of the Team will be a function of the construction volume. It is difficult at this time to diagram more than what we have already stated in our initial response. We can say for certain that we will have staff in a minimum of three areas in PA; Harrisburg, Pittsburgh and Philadelphia. By covering those areas we are certain our staff member can attend any joint scope meetings (JSM) and perform the construction management services required under the contract. Your SPCS process mirrors our JSM process. These two processes, as we see them, define the scope, assure all parties that the project is appropriate for JOC, and usually identifies an order of magnitude for the cost. The JSM process is detailed in question #2 on the schedule.

The Gordian Group understands that our responsibility is to administer the JOC program regarding the individual JOC projects from inception through implementation to completion of construction. We understand that DGS will not be involved in the normal activities associated with these processes, that the Gordian Group will work with the requesting Agency regarding the individual projects and with the appropriate JOC design and construction entities to successfully complete these projects. We are prepared to meet this responsibility with only assistance where we cannot proceed without it. We may need assistance of the involved Agency regarding on site issue such as utility services, payment and invoicing related issues. We may need assistance from DGS Legal related to contract disputes, RTKL requests and contract interpretations. We may need DGS Bureau of Real Estate assistance with land ownership confirmation, lease and other real estate related agreements/contracts. Notwithstanding the task description contained in Attachment 3 to The Gordian Group's proposal, substantially all of the tasks listed including the collection, compilation and delivery of information, shall be the sole responsibility of The Gordian Group. The Commonwealth's tasks shall be limited in scope to the review, comment or approval of processes or documents.

We understand that each Agency must be treated as a "client", and even those with minimal JOC work will still be treated inclusively. We understand that some Agencies will have restrictions, security and otherwise, regarding on-site activities and will abide by them.

We understand that the JOC program has to be developed in an expedited manner and that the Commonwealth's resources to support this are limited. We will organize our implementation plan to optimize the use of resources required of the Commonwealth. Additionally, we plan to submit an executive level summary plan 2 weeks after being on site, which will provide a detailed plan for the JOC program. Upon approval, this plan will be developed upon to achieve the expedited implementation of the JOC Program.

We further understand that the DGS' JOC Program described in the Request for Proposal represents a substantial change in DGS' current construction program and the processes followed under its prior JOC contract and also, that DGS will continue to modify and improve its construction program and processes in order to streamline and enhance the efficiency of the Commonwealth's construction process. To the extent that these continuing modifications and improvements impact the JOC Program, the selected Offeror agrees to cooperate with DGS to make adjustments to the JOC Program and the JOC contract which will enhance the efficiency of the Commonwealth's construction process and which are mutually agreeable to the selected Offeror and DGS.

The key personnel have been identified in question # 7; William Cunningham, Sylvia Moreno and Richard Astle. In addition to those people, we will have additional Project Managers from JEM Group, to meet the requirements under the contract. Our Project Managers are versed on the entire construction process and can develop the scope, review the proposal and manage the projects. Our JEM Group Partner's staff will become familiar with the JOC process and their experienced Project Managers will perform the construction management duties for many of the Agency's projects.

**13. In addition, when the design phase (detailed scope of work) is authorized, the selected Offeror is responsible for assisting the Agency in ensuring the scope identified in the SPCS is developed to the Agency's satisfaction, including recommending approval or disapproval of design progress submissions. Identify who will perform the above services and what minimum qualifications/experience do they have?**

Mr. Cunningham, along with supporting personnel from JEM Group and any additional staff added by The Gordian Group, will be responsible for assisting the Agency in ensuring the scope identified in the SPCS is developed to the Agency's satisfaction, including recommending approval or disapproval of design progress submissions. In the role of construction manager, The Gordian Group, supported by JEM Group, will be responsible for working with agencies during the design phase. A project manager will be assigned to work closely with agencies to develop the detailed scope of work, initiate the required design documents based on the project size and scope, obtain agency approvals and coordinate with PDLI to ensure proper permitting of all projects.

Both The Gordian Group and JEM Group have experienced staff working with clients in this manner. For instance, JEM Group has acted as construction manager for all of the State agency fit-out projects in the Forum Place Building in Harrisburg. In addition, Mr. Cunningham has assisted numerous public agencies in Pennsylvania scope and complete more than \$27,000,000 in construction work through our statewide eZIQC program with the Keystone Purchasing Network.

Both Mr. Cunningham's and JEM Group's proposed project management staff's qualifications are provided in the original proposal.

**14. Lastly, the Offeror is responsible for ensuring that the JOC work orders are completed satisfactorily and in compliance with all applicable JOC Contract requirements including laws and regulations governing**

**Commonwealth construction. How will you ensure compliance with these contract requirements?**

The Gordian Group's program development and program support teams will work closely with DGS to develop execution procedures that incorporate all contract requirements, laws and regulations governing Commonwealth construction to ensure that JOC work orders are complete satisfactorily and in compliance with all applicable rules and regulations. The Execution Procedures will dictate the execution of JOC work orders from start to finish and install the appropriate processes and required approvals to ensure compliance. The Gordian Group will develop a construction management task list unique to DGS that ensures all completed projects have obtained the appropriate approvals, permits, certificates and additional documents prior to closeout and final payment. In addition, eGordian will provide a valuable tool in ensuring Job Order compliance since it can be configured to trigger alerts when maximum Job Order values are exceeded, control workflows and solicit the required approvals prior to project progression, and track and record all project related data.

The required process for completing projects that are compliant with all State rules and regulations will be the foundation of the DGS JOC program, and will inform all other aspects of JOC program execution, including training and workflows. We will work with DGS to ensure that each project delivered is satisfactory, and provides a clean and transparent audit trail for any future evaluation of program compliance.

**15. Please identify key construction management personnel and supporting personnel assigned to the DGS JOC Contract and elaborate on their experience and qualifications.**

The key construction management personnel were identified in the original proposal, and are Mr. William Cunningham from The Gordian Group, as well as Mr. Joe Prowell, Mr. Tom Davis and Ms. Erin Stambaugh of JEM Group. Mr. Cunningham has substantial construction management experience, in addition to his work supporting JOC programs. Previously Mr. Cunningham worked as a project manager providing very similar services to the New York City Department of Education. As a project manager for The Gordian Group at the Department, Mr. Cunningham developed scopes of work, reviewed contractor price proposals, oversaw the work-in-progress, managed the JOC contractors, coordinated closeout activities and recommended projects for approval and final payment. Prior to working for The Gordian Group, Mr. Cunningham served as a foreman for Armored Roofing, a foreman for J.C. Scali general contractors, an Assistant Superintendent with the New York City Department of Education's Plaster Shop, and as a Superintendent with The Mckissack Group providing project management services to the New York City School Construction Authority for JOC projects. Mr. Cunningham has a wealth of experience in both JOC and general construction management, and will be the key point of contract for DGS on all issues related to the JOC program. A more detailed resume for Mr. Cunningham than previously provided is included with this response.

**16. Please expand on the details of your support for the construction phase processes.**

Acting as DGS's agent, our construction managers will provide the following types of services

relating to the management and supervision of JOC projects.

- For each Job Order issued, the construction manager shall act as liaison with and among the Agency, JOC contractor, any authorized subcontractor of a JOC contractor, and any other stakeholders, and shall schedule and stage the project to be completed in a manner that is expeditious and least disruptive to the relevant site.
- The construction manager shall inspect and monitor the work performed by the JOC contractor and/or each approved JOC subcontractor as required to ensure that the repair, renovation, and/or other work shall be completed in the time specified in the project schedule and in accordance with the JOC contract and applicable industry standards. In all cases we will be on-site to conduct the Initial Job Conference (construction kick-off meeting) and the Close-Out Inspection, as well as meeting at least once monthly, on site, to conduct Job Meetings, progress verification (for invoice approval), non-compliance inspections and for other construction administrative purposes.
- The construction manager shall monitor each JOC contractor's compliance with its DGS JOC contract including, but not limited to, adherence to applicable labor law provisions in the JOC contracts, adherence to environmental laws, environmental health and safety protocols, OSHA laws and regulations, public health codes, building safety and fire codes, State permit requirements, State building codes and/or other applicable Federal, State or local laws rules and regulations. If the construction manager determines that the JOC contractor has caused and/or permitted any act(s) and/or omission(s) in breach of the applicable JOC contract or applicable laws described above, the construction manager will promptly submit a detailed written notice of such findings to the Agency and the JOC contractor. The construction manager will devise and implement remedial steps to bring any non-compliant JOC contractors into compliance and shall supply all reasonably necessary evidence and testimony required for DGS and/or the Agency to take all corrective actions that may be necessary.
- The construction manager shall conduct a thorough review of documents submitted by the JOC contractor to ensure compliance with all contract requirements and applicable laws.
- Based upon the nature and extent of the Job Order and the terms and conditions of the JOC contract, the construction manager shall analyze and recommend whether or not there shall be any reasonable need for any increase or decrease in the approved Job Order and Detailed Scope of Work.
- The construction manager shall receive and review all Applications for Payment for all work under the JOC contract. The construction manager will ensure that all Applications for Payment consist of a form prescribed by the Agency plus any and all supporting documentation required by the JOC contract. Within the time frame allotted for payment by the Agency, the construction manager shall review and analyze in detail each Application for Payment submitted by the JOC contractor, and the construction manager shall make appropriate deductions from, and corrections to each such

application based upon the construction manager's analysis of the JOC contractor's performance under the contract. Within the deadline for payment after all necessary corrections are made, the construction manager will submit the Application for Payment, together with all necessary supporting documentation, to the Agency to process for payment.

- The construction manager shall submit regular reports to the Agency on JOC contractor performance progress and quality including, but not limited to, the following: 1) the amount of work committed; 2) the quality of work performed; 3) the type of work performed; 4) the length of time required to perform the work; 5) the value of approved Job Orders; 6) the value of payments made; 7) an evaluation of the JOC contractor's ability to perform high quality work, within budget and on- time.
- The construction manager shall advise and assist the Agency with respect to the resolution of disputes with JOC contractors that may arise through the course of each project including, but not limited to, disagreements relating to the quality of work, quantity of work, personnel on site, timeliness of work, extent of completed work, scheduling of work and final completion.
- In addition to the work described above, the construction manager shall make recommendations and advice to the Agency including, but not limited to: 1) assessments about whether the work specified in each Job Order will likely be sufficient in nature and extent to achieve the repair, maintenance and/or operational goals that are reasonably evident from each such Job Order, and 2) if not, provide detailed recommendations about what additional and/or other construction, repair, and/or maintenance work will likely be needed to achieve the Agency's goals as reflected in each Job Order; 3) provide recommendations and assessments about whether the work specified in each Job Order can be achieved in a more economical manner than originally expressed; and 5) make assessments and recommendations on the safety, health, environmental and regulatory aspects of each proposed Job Order.

## **17. Contract Management:**

**What type of support (executive decision making, legal, administrative, etc.) and input (hours by phase/time period) would you anticipate needing from the Commonwealth to develop and implement the DGS JOC Program? The Commonwealth will not have personnel dedicated to supporting the JOC Program development.**

Experience has shown us that it is best to work in our clients' facilities during the development, implementation and program execution phases, so we are available to meet with client staff at their convenience. While the Commonwealth will not need to dedicate a full-time resource to JOC program development, the program implementation process will require resources from facilities, DGS Public Works, legal and procurement. The tasks required of the Commonwealth are set forth in the Implementation Schedule at the end of Section 3 of the proposal. In addition, we request the Commonwealth assume the following duties and responsibilities:

1. Review all documentation and requests for information submitted by The Gordian Group in a timely manner.
2. Provide full information regarding requirements for the JOC program, including but not limited to, facilities lists, current DGS procedures, programs, technical specifications and bidding information.
3. Designate, in writing, a representative who shall render or obtain decisions pertaining to the JOC program in a timely manner.
4. Provide work space for use by Gordian's on-site program support and project management staff.
5. Provide reproduction services for the Construction Task Catalog, Technical Specifications, Contract and General Conditions, Instructions to Bidders and Bid Forms, including the bid packages distributed to construction contractors via electronic means.

**18. In reference to Appendix A of the Gordian Groups proposal, provide an example of "Execution Procedures" from a contract that includes design services that were performed by the JOC Contractors (not a separate Engineer in Charge).**

The Execution Procedures for Miami-Dade County Public Schools are attached.

**COST OR PRICING DATA CERTIFICATION**


Contract or Purchase Requisition No. RFP 6100035359

Date: January 19, 2016

I, Ammon T. Leshner (Individual's Name), hereby certify that I am Vice President of Legal Affairs (Title) for The Gordian Group, Inc. (Contractor's Name) and that I am authorized to make this Certification on behalf of The Gordian Group, Inc. (Contractor's Name). I hereby certify that the contract price is based upon:

- Established catalog prices (copies of the applicable catalog pages showing the established catalog prices are enclosed).
- Established market prices (the amounts of contract prices offered to other Contractor customers and the name of the Contractor customers are enclosed).
- Statute or regulation (the citation for the statute or regulation and the date and short description of its provisions are enclosed).
- Submitted cost or pricing data. To the extent that the contract price is based upon submitted cost or pricing data, I certify, on behalf of the Contractor, that to the best of my knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the date specified above. The Contractor, understands that in addition to any other remedies or criminal penalties, the contract price shall be adjusted to exclude any significant sums by which the Commonwealth finds that the price was increased because the cost or pricing data furnished by the Contractor was inaccurate, incomplete, or not current as of the date specified above.

I understand that any misrepresentation in this Certification shall be punishable under Section 4904 of Title 18 P.C.S.A.



(Signature of Certifying Officer)

\_\_\_\_\_  
(Contractor's Name)

Ammon T. Leshner

(Name of Certifying Officer)

30 Patewood Drive, Suite 350  
Greenville, SC 29615

(Contractor's Address)

Vice President

(Title of Certifying Officer)

\_\_\_\_\_  
(Contractor's Address)