

CALIFORNIA STATE UNIVERSITY (CSU)

**REQUEST FOR PROPOSAL (RFP)
CSU MASTER ENABLING AGREEMENT
FOR SYSTEMWIDE JOB ORDER
CONTRACT SYSTEM**

California State University (CSU)
Office of the Chancellor
Contract Services and Procurement

RFP Number: 150700

Title: Systemwide Job Order Contract

Issue Date: **August 3, 2016**

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Proposal Delivery

Location: California State University Office of the Chancellor
Contract Services and Procurement
401 Golden Shore, 5th Floor
Long Beach, CA 90802
Map: http://www.calstate.edu/PA/info/CO_Map.shtml

NOTE: Updates, changes or addendums to the RFP are posted at:
<http://www.planetbids.com/portal/portal.cfm?CompanyID=15331#>

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FOR PROCUREMENTS OVER \$100,000

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Contract Services and Procurement must receive sealed written responses no later than the date, time and location specified in Section 2, Schedule of events. Submittal of response by fax or e-mail is not acceptable.

*Document submittal not required until Phase II deadline

SECTION 1 - PURPOSE AND SCOPE OF REQUEST FOR PROPOSAL (RFP)

1.1 Introduction

The Trustees of the California State University, (hereafter called the CSU) is the largest system of higher education in the nation. The CSU with 474,000 students and 49,000 faculty and staff is comprised of twenty-three (23) campuses and the Chancellor's Office (hereafter called the CSU Campus) located in diverse demographic regions throughout California representing a wide range of campus sizes and program requirements. The Office of the Chancellor, commonly known as the Chancellor's Office, is the executive headquarters for the system. For additional information see: <http://www.calstate.edu/>

1.2 Background Information

The CSU is seeking a qualified Service Provider to implement and administer a Job Order Contract (JOC) System. The CSU has authority under Section 10710 of the Public Contract Code to award annual contracts to contractors that do not exceed Three Million Dollars (\$3,000,000.00) for repair and other repetitive work to be done according to unit prices. The Chancellor's Office will administer the systemwide JOC Master Enabling Agreement (JOC MEA). Each participating campus will administer their JOC Campus Participating Agreement directly with the JOC system provider. The campus participating agreement is based on the terms and conditions of the master agreement.

1.2.1 Public Contract Code Section 10710

10710(a) Notwithstanding any other provisions of this chapter, the trustees may award annual contracts that do not exceed Three Million Dollars (\$3,000,000.00) for repair or other repetitive work, or renovation or modification, to be done according to unit prices. The contracts shall be awarded to the lowest responsible bidder, and shall be based primarily on plans and specifications for typical work. No project shall be performed under a contract of this type except by order of the Trustees. No annual contracts may be awarded under these provisions for capital outlay projects, where the total cost of the project exceeds the value of a minor capital outlay project for which, pursuant to Section 10108, the services of the Department of General Services (DGS) are not required and a state agency or department is authorized to carry out its own project.

10710(b) For purposes of this section, "unit price" means the amount paid for a single unit of an item of work, and "typical work" means a work description applicable universally or applicable to a large number of individual projects, as distinguished from work specifically described with respect to an individual project.

1.2.2 Current Environment

The CSU currently has a Job Order Contract system that has been in place for the past seven (7) years. The average total construction volume over the last five years is over forty million dollars. A brief overview of CSU's JOC process is as follows:

a. Job Order Contract (JOC)

JOC is a competitively bid contract which includes a collection of detailed repair and construction tasks and specifications that have established unit prices. It is awarded to a Contractor for the accomplishment of repair, alteration, modernization, maintenance, rehabilitation, and construction of infrastructure, buildings, structures, or other real property. Each participating CSU Campus awards a Job Order Contract to an approved JOC contractor and issues discrete fixed-priced Job Orders as pre-determined in the price book to accomplish the work.

b. Job Order

The Job Order is a document that describes the work to be accomplished under the JOC contract. The CSU Campus is responsible for the development of the Job Order as well as on the supervision and acceptance of the work contained within the Job Order description. The CSU Campus reviews the Contractor's proposal for each Job Order requested and, if acceptable, issues a Job Order for the work described therein. Each Job Order includes a detailed scope of work, a lump sum, firm fixed price proposal from the Contractor, a time duration for the completion of the work and any special conditions that might apply to that specific Job Order, such as liquidated damages. No Job Order can exceed Six Hundred Fifty Six Thousand Dollars (\$656,000.00) or the value for a minor capital outlay project pursuant to Section 10108 of the Public Contract Code.

c. Maximum and Minimum Dollar Values

- (1) The minimum dollar value is the work that will be ordered during the base term of the contract. The Contractor is guaranteed to receive Job Orders totaling at least the minimum amount so stated during the base contract period.
- (2) The maximum dollar value is the work that can be ordered during the base term of the contract. The Contractor is not issued Job Orders exceeding the maximum contract value during any contract period. And the Contractor is not guaranteed to receive this volume of work. The CSU Campus has no obligation to the contractor to issue Job Orders exceeding the maximum dollar value.
- (3) The maximum dollar value may be increased by mutual agreement to an amount not greater than Three Million Dollars (\$3,000,000.00).

d. Contract Term

The term of the JOC contract is one year or when an amount equal to the maximum dollar value has been ordered, whichever occurs first.

e. Adjustment Factors

There are three adjustment factors for the contract. When preparing a proposal for an individual Job Order, the Contractor selects the appropriate

adjustment factor for each task. The three adjustment factors are as follows:

- (1) Daytime working hours.
- (2) Nighttime working hours.
- (3) Premium working hours as defined and qualified in the Contract Documents.

The campuses weigh these adjustment factors, and the contractor with the lowest composite score is awarded the JOC.

f. Work Performed

- (1) The Contractor performs the work described in the detailed scope of work referenced in each Job Order. The CSU has the right to require the Contractor to perform work at any location within the CSU or designated off campus sites at the adjustment factors set forth in the bid.
- (2) The price of each Job Order is based upon the sum of the following calculation for each pre-priced task:

Unit Price X Quantity of Units X Appropriate Adjustment Factor + Total of All Non Pre-priced Tasks = Job Order Price

1.3 Purpose of the Request for Proposal (RFP)

The purpose of this RFP is to request proposals from qualified and interested firms that presently have a JOC (unit price contracting) model that can be used by any CSU Campus within the CSU system. The main objective is to give each CSU Campus the turnkey ability to procure construction services for projects including JOC orders. Interested firms are advised to carefully read the instructions contained in this RFP to understand the anticipated scope and methodology for award of contract.

1.4 RFP Response

The response to this RFP will be conducted in two (2) phases.

Phase I:

Firms wishing to participate in this RFP solicitation will be required to submit a fully complete response/proposal in compliance with the requirements set forth in Section 5, Minimum Requirements. The proposals will be reviewed and evaluated by an evaluation team comprised of representatives from the CSU. Responses or partial responses and modifications thereof received after closing time/deadline as specified in Section 2, Schedule of Events, will not be considered. Proposals for Phase I will be evaluated based on the factors set forth in Section 6, Evaluation and Section Criteria. Failure to satisfy the minimum requirements or obtain the minimum score will disqualify the Respondent from further consideration in the RFP solicitation.

Phase II:

At the conclusion of Phase I, qualified Respondents will be selected as finalists to participate in Phase II. The finalists will be notified by the CSU no later than September

12, 2016. At Phase II, Respondents will be responsible for submitting a fully completed proposal in accordance with Section 4, Scope of Work, and Section 6, Evaluation and Selection Criteria, within the time specified in Section 2, Schedule of Events. Responses or partial responses and modifications thereof received after closure time/deadline specified will not be considered.

1.5 Evaluation and Selection

All RFP responses received by the date and time indicated in Section 2, Schedule of Events, of this RFP shall be evaluated by the CSU. The evaluation and selection of qualified finalists is described in Section 6, Evaluation and Selection Criteria, of this RFP.

Responses will be evaluated in two (2) phases: Phase I and Phase II.

PHASE I - Bidders shall submit their proposals in accordance with Section 5, Minimum Requirements. The proposals will be evaluated based on the points and criterias set forth in Section 6, Evaluation and Selection Criteria.

PHASE II - Bidders selected as finalists to participate in Phase II of the solicitation, will be required to submit additional documentation as set forth in Section 4, Scope of Work, and Section 6, Evaluation and Selection Criteria. The proposals will be evaluated based on the points and criterias set forth in Section 6, Evaluation and Selection Criteria.

The CSU reserves the right to have confidential discussions if necessary to further evaluate prospective Proposers and obtain additional information. The CSU reserves the right to obtain and utilize information from any source deemed appropriate in the evaluation and selection of Proposers.

1.6 Confidential Discussions

The CSU may choose to conduct one or more rounds of confidential discussions with qualified firms to review the proposed work plan and methodology. The intent of the confidential discussions will be to meet and explore CSU strategic directions, alternative solutions, and overall scope of project and to refine the project work plan and deliverables.

1.7 JOC Master Enabling Agreement (JOC MEA)

The qualified and successful firm offering the best value to the CSU, shall enter into a JOC Master Enabling Agreement (JOC MEA) with the California State University, Office of the Chancellor, (Appendix 1 of this RFP). This Agreement shall set forth the terms and conditions governing the delivery, implementation and administration of a unit price contracting system pursuant to Section 10710 of the Public Contract Code, hereinafter referred to as Job Order Contract System (JOC). The JOC MEA is the umbrella under which each CSU Campus and administrative office of the California State University may participate. The term of the JOC MEA shall be for a three (3) year period with the option of extending the Agreement subject to the same terms and conditions for up to two (2) additional one-year (1) periods.

Campuses shall execute a JOC Campus Participation Agreement, (Exhibit 2 of the JOC MEA, to secure services. For the purpose of this Agreement the term "Campuses" shall include severally any CSU Campus or administrative office, which executes a JOC

Campus Participation Agreement. The JOC Campus Participation Agreement term shall coincide with the JOC MEA term.

1.8 JOC Campus Participation Agreement

The qualified and successful proposer shall enter into a JOC Campus Participation Agreement directly with the CSU Campuses. The JOC Campus Participation Agreement implements and is subject to the scope of services, terms and conditions of the JOC Master Enabling Agreement. JOC Campus Participation Agreements shall be managed locally at the CSU Campus level, with guidance as required from the CSU, Office of the Chancellor.

1.9 Proposer's Conference

A non-mandatory Proposer's Conference call will be held to clarify requirements and answer any questions relative to this RFP. The conference call will be held as follows:

Date: August 10, 2016
Time: 10:00 a.m. PST
Call in: Dial: +1 646 558 8656 (US Toll) or +1 408 638 0968 (US Toll)
Meeting ID: 707 445 205

It is strongly recommended proposers attend the conference. This may be the only time proposers can discuss the RFP process with the CSU project team.

End of Section 1

SECTION 2 – SCHEDULE OF EVENTS

Release of Request for Proposal:	August 3, 2016
Bidder's Conference:	August 10, 2016 (10:00 a.m.PST)
Last Day to Submit Questions for Clarification:	August 17, 2016
CSU Response to Questions:	August 23, 2016
Deadline for Submission of <u>Phase I</u> Proposals:	August 30, 2016 (2:00 p.m.PST)

Phase I

Review of Phase I Proposals	September 1 – September 9, 2016
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Phase II

Notification of Phase II candidates	September 12, 2016
Deadline for Submission of <u>Phase II</u> Proposals	September 19, 2016(2:00 p.m.PST)
Interviews	September 26-30, 2016
Notice of Intent to Award	October 3, 2016
Contract Award	October 10, 2016
JOC implementation	October 11-31, 2016
Commencement of Services	November 1, 2016

Questions must be posted on the CSU website at:
<http://www.planetbids.com/portal/portal.cfm?CompanyID=15331#>

Addendums and responses to questions will be posted at the same link.

The dates up to and including the "Deadline for Submission of Proposals" date may be adjusted upon advance written notice. Dates after the receipt of proposals may be adjusted without written notice. Additional RFP steps may be included at the discretion of the CSU with written notice.

PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED WILL BE REJECTED.

End of Section 2

SECTION 3 - RFP INSTRUCTIONS, SOLICITATION PROVISIONS, AND PROPOSER'S CERTIFICATIONS

INSTRUCTIONS

3.1 Definitions

- a. The Trustees of the California State University are referred to as "CSU," "University" or "Trustees."
- b. The terms "bid" and "proposal" are synonymous and means an offer made in response to a solicitation to perform a contract for work and labor or to supply goods at a specified price, whether or not it is considered a "sealed bid" or results in award of a contract to a single or sole source, or this MEA.
- c. "Bidder", "Proposer", and "Respondent", is used to interchangeably and each shall apply to the business entity which submits a bid/proposal or is awarded a job order contract, MEA, or job order.

3.2 Questions Regarding RFP and Point of Contact

Any questions, interpretations or clarifications, either administrative or technical, about this RFP must be requested in writing no later than the date indicated in the Schedule of Events. All written questions, not considered proprietary, will be answered in writing and conveyed to all Proposers. Oral statements concerning the meaning or intent of the contents of this RFP by any person are not considered binding. Questions regarding any aspect of this RFP should be directed to:

Verna Ale Paniani, Contracts Manager
Contract Services and Procurement
California State University, Office of the Chancellor
401 Golden Shore, 5th Floor
Long Beach, California 90802-4210
Telephone: (562) 951- 4667 Fax: (562) 951- 4969
E-mail: vpaniani@calstate.edu

3.3 Errors and Omissions

If, prior to the date fixed for submission of Proposal, a respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP or any of its exhibits and/or appendices, respondent shall immediately notify the CSU of such error in writing and request modification or clarification of the document. Modifications may be made by addenda prior to the RFP response deadline. Clarifications will be given by written notice to all active Proposers who have been furnished an RFP for responding purposes, without divulging the source of the request for it.

3.4 Addenda

The CSU may modify this RFP, any of its key action dates, or any of its attachments, prior to the date fixed for submission by issuance of a written addendum to all Proposers who have been furnished the RFP for bidding purposes. Addenda will be numbered consecutively as a suffix to the RFP Reference Number.

3.5 Cancellation of Solicitation

This solicitation does not obligate the CSU to enter into an agreement. The CSU retains the right to cancel this RFP at any time for any reason. The CSU also retains the right to obtain the services specified in this RFP in any other way. No obligation, either expressed or implied, exists on the part of the CSU to make an award or to pay any cost incurred in the preparation or submission of response to the RFP.

3.6 Compliance with RFP

To be compliant with the administrative requirements of this RFP, Proposer must complete and return the list of submittals in Section 5 for Phase I Proposals, and Section 4 and 6 for Phase II proposals.

3.7 Completion of Proposal

Responses to Phase I and Phase II to the RFP shall be complete in all respects as required by this solicitation. At the discretion of the CSU, a submission may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity could have materially affected the quality of the submission. Documents which contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the Proposer, may be rejected. Statements made by a Proposer shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. Costs for developing Proposals are entirely the responsibility of the Proposers and shall not be chargeable to the CSU.

3.8 Delivery of Proposal

The Proposal must be received in the Contract Services and Procurement Office no later than the time indicated on the date and specified in Section 2, Schedule of Events. The Proposer is responsible for the means of delivering the Proposal to the appropriate office on time. Delays due to the instrumentalities used to transmit the Proposal, including delay occasioned by the internal mailing system in the Office of the Chancellor, will be the responsibility of the Proposer. Likewise, delays due to inaccurate directions given, even if by Chancellor's Office staff, shall be the responsibility of the Proposer. The Proposal must be completed and delivered by the specified time in order to avoid disqualification for lateness due to difficulties in delivery. Proposer must provide a minimum of one (1) original (marked as such), three (3) copies, and one (1) CD. **LATE, FAXED OR E-MAILED PROPOSALS WILL NOT BE ACCEPTED.**

3.9 Exceptions

In the event a respondent believes that this RFP is unfairly restrictive or has substantive errors or omissions in it, the matter must be promptly brought to the attention of the CSU's Contact, either by e-mail or by certified letter with an email notification immediately upon receipt of the RFP, in order that the matter may be fully considered and appropriate action taken by the CSU prior to the closing time set for submission. No exceptions will be accepted after the submission of proposals.

3.10 Alternative Proposals

Only one Proposal is to be submitted by each respondent. Multiple Proposals shall result in rejection of all Proposals submitted by the respondent.

3.11 Withdrawal of Proposal

A Proposal may be withdrawn after it is received by the CSU by written request signed by the Proposer or authorized representative, prior to the time and date specified for Proposal submission. Proposal may be withdrawn and resubmitted in the same manner if done so prior to the appropriate deadline. Withdrawal or modification offered in any other manner will not be considered.

3.12 Proposals Become the Property of CSU

Proposals become the property of CSU and information contained therein shall become public documents subject to disclosure laws after Notice of Intent to Award. The CSU reserves the right to make use of any information or ideas contained in the Proposal. Proposals may be returned only at the CSU's option and at the Proposer's expense. One copy shall be retained for official files. Responses to this RFP and any other information that is currently or may become available as an outcome of the RFP process may be used by the CSU to structure an RFP or other solicitation.

3.13 Confidential Material

Respondent must notify CSU in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. CSU shall have sole discretion to disclose or not disclose such material subject to any protective order that Contractor may obtain.

GENERAL PROVISIONS OF THE RFP

3.14 Reservation of Rights

The CSU may reject any or all Proposals and may waive any immaterial deviation in a Proposal. The CSU's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Proposer from full compliance with the specifications if the Proposer is awarded the contract. Proposals that include terms and conditions that conflict

with the CSU terms and conditions, or if Proposer's take unacceptable exceptions to the CSU's terms and conditions, will be rejected as being non-responsive. In the event all proposals are rejected or the CSU determines alternative solutions are in its best interest, the CSU may cancel this solicitation in its entirety and pursue alternative sourcing options.

The CSU may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish all such information and data for this purpose. The CSU reserves the right to reject any submittal made pursuant to this RFP or any subsequent Proposal or bid if the evidence submitted by, or investigation of, such Proposer fails to satisfy the CSU that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work specified. Additionally, the CSU reserves the right to request additional performance guarantees should, in the sole opinion of the CSU, financial stability or capability cannot be established.

3.15 Non-Endorsement

If selected as a qualified Proposer, the Contractor shall not issue any news releases or other statements pertaining to selection, which state or imply CSU endorsement of Contractor's services.

3.16 Disputes/Protests

CSU encourages potential respondents to resolve issues regarding the requirements or the procurement process through written correspondence and discussions. The CSU wishes to foster cooperative relationships and to reach a fair agreement in a timely manner.

Proposer's filing a protest must do so within five (5) working days after a Notice of Intent to Award has been publicly posted. The protesting proposer shall submit a full and complete written statement detailing the facts in support of the protest. Protest must be sent by certified or registered mail or delivered in person to the Executive Vice Chancellor, Administration and Finance or designee, Office of the Chancellor. Within a reasonable time after receipt of the written statement of protest, the CSU will provide a decision on the matter. The decision will be in writing and sent by certified or registered mail or delivered in person to the protesting proposer. The decision of CSU is final.

3.17 Award of Contract

The CSU reserves the right to reject any and all proposals and to award one or more contracts. Award, if any, will be to the proposer whose proposal best complies with all of the requirements of the RFP documents and any addenda. A "Notice of Intent to Award" will be posted publicly for five (5) consecutive working days prior to the award. Written notification will be made to unsuccessful vendors.

The selected Proposer and the CSU shall commit to negotiate the final scope of services and costs to be accepted and execute an agreement, in substantial accordance with the terms and conditions herein, within 30 days of the Notice of Intent to Award. Should the parties be unable to reach final agreement within this time frame, the parties may mutually agree upon a time extension to complete negotiations and contract execution. If the

parties are unable to agree upon a time extension, or if the CSU determines that a time extension would not be beneficial to the project, the CSU reserves the right to terminate negotiations and proceed with a secondary finalist.

3.18 Agreement Documents

Agreement documents will consist of the CSU JOC Master Enabling Agreement, which includes general provisions, riders and exhibits. In the event of a conflict between documents the following order of precedence shall apply:

- a.
 - (i) CSU JOC Master Enabling Agreement - signature page
 - (ii) Scope of Services and Payment Schedule
 - (iii) CSU General Provisions and supplementals
 - (iv) Sample JOC Campus Participation Agreement
- b. Request for Proposal # 150700 and Addendum(s)
- c. Phase I and Phase II Proposals in Response to RFP # 150700

3.19 Execution of the Agreement

The Agreement shall be signed by the Proposer and returned, along with the required attachments to CSU within five **(5)** calendar days from receipt of contract. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until signed by the authorized CSU official(s). Any work performed prior to receipt of a fully executed contract shall be at Proposer's own risk.

3.20 Failure to Execute the Agreement

Failure to execute the Agreement within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the successful Proposer refuses or fails to execute the Agreement, the CSU may award the Agreement to the next qualified Proposer.

3.21 Conflict of Interest

Proposers are advised that its officers and employees shall comply with the disclosure, disqualification, and other provisions of California's Political Reform Act of 1974 (Government Code Section 81000 et seq.) if their responsibilities include the making or participation in the making of a CSU decision.

3.22 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE

In accordance with Government Code section 14838(f), and Military and Veterans Code sections 999.5(a) and 999.5(d), the Trustees shall grant a bid incentive for bid evaluation purposes only. The level of DVBE incentive will correlate to the level of participation; that

is, the more DVBE participation proposed, the higher the incentive. A non-small business cannot displace a California certified small business from the top ranked position due to application of preferences or incentive.

The bid incentives levels are as follows:

DVBE Participation on this contract	Incentive
1%	1%
2%	2%
3%	3%
4%	4%
5% and above	5%

In solicitations where an award is to be made to the highest scored bidder based on evaluation factors in addition to price, the DVBE Incentive shall be a percentage of the highest responsible bidder's total score. In solicitations where an award is to be made to the low bid, the incentive is a percentage of the low bid total.

If requesting the DVBE Incentive, then complete the Bidder Declaration Form and indicate the total DVBE participation.

For further information on DVBE participation requirements or incentive for this project, contact Darryl Dearborn, CSU Small Business & DVBE Advocate at (562) 951-4581 or via email at ddearborn@calstate.edu.

3.23 (INTENTIONALLY OMMITTED)

3.24 SMALL BUSINESS PREFERENCE

The State of California requires agencies to provide a five percent (5%) preference to Proposers or Bidders who qualify as either California certified small businesses or non-small businesses that commit 25% of the contract value to California certified small businesses. To be eligible, the small businesses must be certified by The Office of Small Business and DVBE Services. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Government Code, Section 14838, et seq. and Title 2, California Administrative Code, Section 1896, et seq.,. Copies of the codes and regulations are available online or upon request.

If requesting the Small Business Preference, then complete the Bidder's Declaration Form and indicate the total Small Business participation.

The use of the Small Business Preference shall be in compliance with the law and specifically Government Code Section 14838.B.2. In solicitations where an award is to be made to the highest scored bidder based on evaluation factors in addition to price, the preference to small businesses or microbusiness shall be 5 percent of the highest responsible bidder's total score. The preference to non-small business bidders that provide for small business or microbusiness subcontractor participation shall be up to a maximum 5 percent of the highest responsible bidder's total score, determined according to rules and regulations established by the Department of General Services. In solicitations where an award is to be made to the low bid, the preference is applied by factoring 5 percent of a non-small business low bid total and subtracting this amount from the small business bid total.

- 3.25 Patent, Copyright, and Trade Secret Indemnity: A contractor may be required to furnish a bond to the CSU against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- 3.26 Accommodations for the Disabled: It is the policy of the CSU to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities. Persons with a disability needing a reasonable modification to participate in the procurement process, or persons having questions regarding reasonable modifications for the procurement process may contact the buyer listed elsewhere in this solicitation.
- 3.27 Public Contracts Code Restrictions for CSU Employees: CSU employees and immediate past employees must comply with restrictions regarding contracting with the CSU. Proposer must be aware of the following provisions regarding current or former CSU employees. In submitting a response to the RFP, proposer certifies that it is eligible to contract with the CSU pursuant to the Public Contracts Code (PCC) sections list below:
1. Current CSU Employees (PCC Section 10831):
 - a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any CSU department through or by a CSU contract unless the employment, activity or enterprise is within the course and scope of the officer's or employee's regular CSU employment.
 - b) No officer or employee shall contract on his or her own behalf as an independent contractor with any CSU department to provide goods or services.
 - c) This prohibition does not apply to officers or employees of the CSU with teaching or research responsibilities.

2. CSU Employees (PCC Section 10832):

- a) For the two-year period from the date he or she left CSU employment, no former CSU officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any CSU department.
- b) For the twelve-month period from the date he or she left state employment, no former CSU officer or employee may enter into a contract with any CSU department if he or she was employed by that CSU department in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving CSU service.

3.28 LOSS LEADER

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 10730 of the Business and Professions Code. "Loss leader" means any article or product sold at less than cost:

- a. Where the purpose is to induce, promote, or encourage the purchase of other merchandise; or
- b. Where the effect is a tendency or capacity to mislead or deceive purchasers to prospective purchases; or
- c. Where the effect is to divert trade from or otherwise injure competitors.

3.29 BRAND NAMES

Any reference to brand names is intended to be descriptive, but not restrictive, unless otherwise specified. For purposes of this RFP, The Gordian Group, Inc., is the referenced brand for JOC contracting system. Any other brand referenced shall be equal to or superior to the Gordian Group, Inc., brand. Proposals meeting the indicated standards of quality will be considered, unless otherwise specified, providing the proposal clearly describes the article offered and how it differs from the referenced brands. Unless the contractor specifies otherwise in the proposal, it is understood the Contractor is offering referenced brands as specified. The CSU reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references. The CSU may require a contractor offering a substitute to supply additional descriptive material and sample.

BIDDER'S CERTIFICATION

By submitting a proposal, the Bidder certifies to comply with the following:

3.30 AMERICANS WITH DISABILITIES ACT (ADA)

Bidder assures the CSU that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.).

3.31 UNFAIR PRACTICES ACT

Bidder warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.).

3.32 VIOLATION OF AIR OR WATER POLLUTION LAWS

Unless the contract is less than \$25,000.00 or with a sole-source provider, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any State or federal air or water pollution control law. By a proposal the Bidder warrants that the Bidder has not been found to be in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution district, or is subject to a cease and desist order not subject to review issued pursuant to Section 13310 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or is finally determined to be in violation of provisions of federal laws relating to air or water pollution. By submitting a bid, the Bidder certifies that it has not been identified either by published notices or by Board notification as a person in violation of State or federal air or water pollution control laws.

3.33 COMPLIANCE WITH NLRB ORDERS

In submitting a bid or signing a contract the Bidder swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Bidder within the immediately preceding two-year period because of the Bidder's failure to comply with an order of a federal court which orders the Bidder to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.29.

3.34 ASSIGNMENT OF ANTITRUST ACTIONS

The Bidder's attention is directed to the following provisions of Government Code Sections 4552, 4553, and 4554, which shall be applicable to the Bidder:

In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the procurement body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the procurement body pursuant to the bid. Such assignment shall be made and become effective at the time the procurement body tenders final payment to the Bidder (Government Code Section 4552).

If an awarding body or public procurement body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery (Government Code Section 4553). Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (Government Code Section 4554).

3.35 NONCOLLUSION AFFIDAVIT

By submitting a bid, Bidder hereby certifies that the bid is not made in the interest of, or on behalf of, any undisclosed party; that the bid is genuine and not collusive, false, or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly agreed with any Bidder or anyone else to put in a false or sham bid, or to refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought to fix any overhead, profit or cost element of the bid, of that of any other Bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

3.36 SAFEGUARDS FOR PROTECTING CSU INFORMATION ASSETS

By submitting a bid, Bidder acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b) (2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records. In the event that such information is required for the performance of the work specified, the Bidder hereby certifies that it has the appropriate safeguards in place as required by Title 16 Code of Federal Regulation Chapter 1 Section 314.

3.37 COVENANT AGAINST GRATUITIES

The Bidder shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Bidder, or any agent or representative of the Bidder, to any officer or employee of the CSU with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the CSU in procuring on the open market any items, which the Bidder agreed to supply, shall be borne and paid for by the Bidder. The rights and remedies of the CSU provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

3.38 DRUG-FREE WORKPLACE CERTIFICATION

The Bidder certifies under penalty perjury under the laws of the State of California that the Bidder will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8355 et. seq.) and will provide a drug-free workplace by doing all of that which Section 8355 et seq. requires.

3.39 ELECTRONIC WASTE RECYCLING ACT

In submitting a bid for electronic devices, as defined by the Electronic Waste Recycling Act of 2003, Part 3 Division 30 Chapter 8.5 of the Public Resource Code, the Bidder certifies that it, and its agents, subsidiaries, partners, joint ventures, and subcontractors for the procurement, have complied with the Electronic Waste Recycling Act of 2003 and any regulations adopted pursuant to the Act, or have demonstrated to the CSU that the Electronic Waste Recycling Act of 2003 is inapplicable to all lines of business engaged in by the bidder, its agents, subsidiaries, partners, joint venturers, or subcontractors. In addition the Bidder agrees to cooperate fully in providing reasonable access to its records and documents that evidence compliance with the Electronic Waste Recycling Act of 2003.

3.40 DARFUR CONTRACTING ACT

PCC sections 10475 et seq., the Darfur Contracting Act of 2008, establish restrictions against contracting with vendors conducting certain types of business in Sudan. The Act sets forth criteria to determine if a vendor is a “scrutinized company” and therefore ineligible to bid on or submit a proposal for State contracts.

Upon submitting a bid, bidders that have had business activities outside of the United States within the previous three years certify that they are not a scrutinized company as defined, or demonstrate they obtained permission under the statute. (PCC §§ 10478, 10477(b).) False certifications shall cause the bid to be invalidated. (PCC § 10479.)

3.41 IRAN CONTRACTING ACT

PCC sections 2202 et seq., the Iran Contracting Act of 2010, establish restrictions against contracting with vendors that provide specified levels of goods or services or other investment activities, as defined, in the energy sector of Iran. By submitting a bid in excess of \$1 million, bidder certifies that bidder is not a financial institution extending credit to an ineligible vendor on the list published by the California Department of General Services on the web site:

<http://www.documents.dgs.ca.gov/pd/poliproc/Iran%20Contracting%20Act%20List.pdf>

(PCC § 2204.) The Act includes certain exceptions. (PCC § 2203(c).)

3.42 THE CONGO – SECURITIES EXCHANGE ACT

PCC § 10490 establishes restrictions on contracting for certain goods and services relating to compliance with the Securities Exchange Act of 1934. The CSU will not accept bids or proposals or contract for goods or services related to products or services from companies designated as a “scrutinized company” by the Federal Government.

By submitting a bid, bidder certifies that they are not a scrutinized company as defined. False certifications shall cause the bid to be invalidated.

For purposes of this section, a “scrutinized company” is a person that has been found to be in violation of Section 13(p) of the Securities Exchange Act of 1934 by final judgment or settlement entered in a civil or administrative action brought by the Securities and Exchange Commission and the person has not remedied or cured the violation in a manner accepted by the commission on or before final judgment or settlement.

SECTION 4 - SCOPE OF WORK (SOW)

4.1 Introduction

This section of the RFP identifies the scope of work under the JOC MEA. Service Provider shall administer a Job Order Contract (JOC) system that is applied throughout the multi-campus CSU system. The objective of this procurement is to give each CSU Campus the turnkey ability to procure construction services for projects utilizing unit pricing. The CSU reserves the right to contract for all or any portion of the services defined herein.

4.2 Work Plan for Scope of Work

- a. The Proposer shall include a written work plan with a clear timeline indicating all phases of the plan to deliver the SOW, its critical path, and an articulation of the deliverables.
- b. As part of the SOW, the Proposer will be expected to gather information from campuses by questionnaire, site visits, and interviews, to refine services throughout the MEA period.
- c. SOW training for CSU personnel involved with the SOW shall be included in the project plan.

4.3 Scope of Work Deliverables

The successful Proposer shall assume full responsibility for the administration of a Job Order Contracting (JOC) system, compliant with PCC 10710, customized to meet CSU campus conditions including but not necessarily limited to:

4.3.1 Program Management/Implementation

- a. Overall program management of the JOC implementation effort.
- b. Meet and discuss proposed MEA implementation plan with the CSU project team at least once every two (2) weeks at the beginning of the contract.
- c. Conduct follow up meeting(s) as necessary with the CSU project team to discuss observations and questions; and provide progress reports regarding SOW and schedule.
- d. Proposer shall develop an implementation plan based upon the approved strategy.
- e. Conduct follow-up meeting(s) as necessary with CSU project team to discuss the CSU Test JOC system and to determine what if, any, changes should be made.
- f. The CSU shall have the approved CSU Operational JOC system installed, activated, and operational on the date specified in the MEA notice to proceed.

4.3.2 JOC Documentation Development

The successful Proposer shall be responsible for the developing or customizing of all JOC contracting system documents including the unit price book, technical specifications, bid documents, training materials, and system documentation including but not necessarily limited to the following:

a. CSU/Site Specific Unit Price Books/Lists:

The unit price book (UPB) shall contain all CSU Campus-required construction tasks. Based upon examples of books used by other entities, these lists typically include approximately in excess of 50,000 unique items. The book shall list the item, brief description, and unit price broken down by materials and installation (labor) costs. The labor rates shall be listed by and calculated per the California prevailing wage rates particular to the individual CSU Campus location. The "CSU List of Campus Locations and Counties" is attached as Appendix C, of this RFP. The UPB must be able to handle nearly unlimited individual CSU Campus variations for cost, tasks, specifications and other special conditions. The UPB list must allow necessary flexibility for each CSU Campus to customize the list to meet its individual campus needs and regional requirements.

b. Specifications for Items Contained in the Unit Price Book:

The price book must include construction specifications that are contractually clear and understandable, and must be developed in conjunction with the unit price and CSU standards. These specifications shall be easily amended (expanded, modified, etc.) by each CSU Campus. The price book shall also allow each CSU Campus to add specifications as required.

c. System Documentation and Written Training Information:

The CSU requires the successful Proposer to provide system documentation and written or on-line training materials to assist users in the operation of the system. The proposal must also address how the Proposer will provide ongoing support (help desk, local office, etc.).

4.3.3 System Software to Manage Job Order Contract:

- a. The successful Proposer must provide a comprehensive unit price management information and support system.
- b. The system must be designed to operate with commonly available Personal Computers (PCs) and utilize either network or Internet based capabilities to allow multiple users access simultaneously.

- c. The system should use a capable database that allows multiple users access with a very fast response time. Oracle is an example of acceptable database software. Only databases capable of handling up to a minimum of twenty (20) users are acceptable.
- d. The system shall be easy to use with a minimum of training and shall include security to prevent data and file modification except by designated users. Further, it shall allow easy import and export of data to external databases, spreadsheets, forms, and other personal productivity software.
- e. The system must provide for the easy updating of all necessary data, especially updated unit prices. The Proposer shall update construction costs twice yearly at a minimum based upon our California regional construction cost differences. Offsite electronic updating is a preferred method for these updates.
- f. The system must provide the full capability to support project tracking, automated cost request proposals, and awards, project documentation, budget, and cost controls.
- g. The system must provide an easy means to generate standard and custom reports, and support an unlimited number of campus construction projects simultaneously.
- h. The system should be capable of incorporating CSU forms and documentation.
- i. The system shall include online help and training to assist users.
- k. The system license must allow unlimited use on each CSU Campus and must allow the unit price contractor use as well, at no added cost.

4.3.4 Training and Implementation Support

The successful Proposer shall be responsible for developing a comprehensive JOC training program. Training is essential to ensure that the unit price system is understood and used effectively and uniformly by all of the campuses within the CSU. The successful Proposer must provide training for all campuses during the initial implementation as part of the proposal cost. The scope of training must include:

- a. Unit Price Contracting Overview
- b. Implementation Procedures
- c. Bid and Award Requirements
- d. System Training
- e. Technical Support
- f. In addition to training the successful Proposer shall develop written and online training information to assist users (contracting community and JOC bidders) in the operation of the system. for future users of the system.

4.3.5 Contract & Procurement Process and Procedures

The successful Proposer shall assist in establishing the procurement process in developing necessary documentation, conducting campus and CPDC meetings and assisting in the mobilization of JOC contractors, including but not necessarily limited to:

- a. Develop and coordinate the implementation plan for JOC.
- b. Assist the CSU in drafting internal execution procedures, revising and updating contract general conditions and policies for the JOC.
- c. Holding meetings and briefings for CSU staff to internally market the JOC
- d. Assist the CSU to conduct external marketing of the JOC concept to potential vendors (what's in it for them); prepare and conduct seminars for local contractors in order to enhance their understanding of the JOC process and for campuses that are currently not using the JOC process, and hold pre-bid meetings to educate contractors about the JOC process.

4.3.6 On-Going Technical Support

The successful Proposer shall be required to provide on-going support for the contract period following the implementation of the JOC system at the request of the CSU. This support shall include but not necessarily be limited to:

- a. Be available, Monday through Friday during normal business hours, for questions and/or on-site trouble-shoot problems.
- b. Monitor the overall program; provide status reports and performance reviews.
- c. Provide continuous telephone support.
- d. Provide and install necessary software updates and any debugging or testing requirements.
- e. Provide periodic on-site training seminars.

4.3.7. Reports

The successful Proposer shall have the capability to provide customized systemwide or campus reports on a monthly, quarterly or annual basis. Examples of such reports, but not limited to are: Small Business reporting, Disabled Veteran Business Enterprise reporting, campus expenditure for specific periods, or systemwide activities, and JOC volume.

SECTION 5 – MINIMUM REQUIREMENTS (PHASE I)

5.1 Introduction (Phase I)

Contractor shall furnish verifiable evidence that Contractor satisfies the minimum requirements set forth in this Section 5. Contractor satisfying this component and the criterias set forth in Section 6, Evaluation and Selection, will then be selected as a finalist to Phase II.

To be considered responsive to Phase I of this RFP, the bidder shall submit proposals in the format identified in this section. All requirements and questions in the RFP shall be addressed and all requested data should be supplied. The CSU reserves the right to request additional information which in the CSU's opinion is necessary to assure that the bidder's competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract. Proposals for Phase I must be received in the Contract Services and Procurement Office no later than the date and time indicated in Section 2 - Schedule of Events. The Proposer is responsible for the means of delivering the proposal to the appropriate office on time. Delays due to the instrumentalities used to transmit the proposal including delay occasioned by the internal mailing system in the Office of the Chancellor will be the responsibility of the Proposer. Likewise, delays due to inaccurate directions given, even if by Chancellor's Office staff shall be the responsibility of the Proposer. The proposal must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. **LATE PROPOSALS WILL NOT BE ACCEPTED!**

5.2 Delivery of RFP Proposals for Phase I

Proposals for Phase I shall be sealed, labeled, and addressed or be delivered as follows:

Labeled: RESPONSE TO RFP NO. 150700
 CSU SYSTEMWIDE JOB ORDER CONTRACT

Addressed to: Contract Services and Procurement
 California State University, Office of the Chancellor
 401 Golden Shore, 5th Floor
 Long Beach, California 90802-4210
 Attn: Verna Ale Paniani, Contract Manager

Proposer must submit one (1) original (marked as such), three (3) copies and one (1) CD.

5.3 Preparation for Phase I proposal

Proposals for Phase I should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the minimum requirements of this RFP. Responses should emphasize the bidder's demonstrated capability to perform work of this type. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. However, technical literature describing the proposed services and extent of

support included in the proposal should be forwarded as part of the proposal. *Emphasis should be concentrated on completeness and clarity of content.*

5.4 **Proposal Format – Phase I**

Proposals for Phase I shall adhere to this format for organization and content. The proposal must be divided into five (5) individual sections, indexed, and tabbed as follows:

5.4.1 **Tab 1 – Cover Letter (Maximum 2 pages)**

- a) The cover letter shall include a brief statement of intent to perform the services and the signature of an authorized officer of the firm who has legal authority in such transactions. Unsigned Proposal shall be rejected.
- b) Proposer must acknowledge that it is submitting its proposal to Phase I of the RFP, in response to the minimum requirements of Section 5, Minimum Requirements. If selected as a finalist to Phase II, Proposer agrees to submit another proposal for Phase II requirements.
- c) In addition, Proposer shall expressly state in the cover letter that, should its proposals for Phase I and Phase II be excepted by the CSU, and it is awarded the Master Enabling Agreement (MEA), Proposer agrees to enter into an Agreement under the terms and conditions as prescribed by CSU.

5.4.2 **Tab 2 – Proposer Information (Maximum 2 pages)**

Proposer must submit general information in the outline order and titles listed as follows:

- Name and address of firm.
- Telephone number, facsimile number and e-mail address.
- Name and titles of two (2) people authorized to represent firm.
- Federal Employer Identification Number.
- Year firm was established.
- Name and address of parent company (if applicable).
- Indicate type of firm:
 - Partnership
 - Corporation (Indicate State incorporated in)
 - Sole Proprietor
 - Branch Office of:
 - Joint Venture (List venture partners)
 - Other (Explain)
- If firm is not California based, discuss the mechanism which will guarantee the local support services necessary for fulfilling an energy performance contract.

- Indicate the number of years in business providing similar services. Indicate all other names for firm and the length of time firm had that name.
- Provide a brief overview of experience in providing Job Order Contract services directly to customers, particularly educational institutions.

5.4.3 **Tab 3 – Proposer Qualifications and Experience (Maximum 15 pages)**

a) Proposer shall identify the experience and qualifications of all personnel who will be assigned to the MEA including designation of the principal manager. Each key or lead personnel assigned to various parts of the MEA must be qualified in the area to which they are assigned to work.

Proposer must identify the percent of time each individual will be working on this project, a description of the technical experience, background, qualifications and expertise of the Proposer's firm and key personnel assigned to the MEA.

Proposer must provide an organization chart with all involved staff included. The description must show that the Proposer possesses the demonstrated skills and experience in all areas of the project scope.

b) Proposer must have an existing and fully operational Job Order Contracting (JOC) system.

c) Proposer must have been in business for a minimum of five (5) years providing all areas of the project scope.

d) Proposer must have experience in implementing and providing a Job Order Contracting (JOC) systems in at least three (3) institutions which shall preferably be related to:

- Systems of higher education;
- Public agency; and/or
- Business enterprises that service multi-site, non-homogenous, regional or distributed operations that support repetitive maintenance, repair and minor construction projects.
- Please provide the entities name, address, contact information, phone number and email address and indicate the length of service with said institution.

e) Proposer must provide a statement verifying the ability to comply with the California Public Contract Code, and State of California regulations

f) Proposer must verify its ability to provide services as described herein to cover all 23 campuses, including the Office of the Chancellor

5.4.4 **Tab 4- Proposed System (Maximum 15 pages)**

a) Proposer must provide an example of its unit pricing methodology and a link to the online sample pricing book. (Do not include a hard copy of the sample pricing book).

b) Proposer shall provide a written and graphic presentation of a proposed system and illustrate how it will accomplish the goals and objectives of the CSU system. Include illustration of all steps that result in a complete small, multi-trade project. If available, provide a demo site. Include log in and password.

c) Proposer must have the ability to provide training and on-line support to all campuses. Additionally, Proposer must describe training provided to other public entities.

5.4.5 **Tab 5 – Required Information: Work Samples & Financials (Maximum 15 pages)**

a) Proposer shall provide samples of work products produced which are similar in nature to that being proposed.

b) Proposer must show evidence of its financial capability to enter into this relationship and to sustain this project by providing the following documentation, at a minimum:

- Annual Report with Financial Statement for the most recent year;
or
- Balance sheet for most recent year with an accompanying CPA certification of review or audit.
- This information will be held confidential if so requested.

End of Section 5

SECTION 6 – SELECTION AND EVALUATION CRITERIA

6.1 SELECTION CRITERIA

The CSU will only consider proposals from responsible and responsive firms and organizations presently engaged in the business of providing a Job Order Contract (JOC) unit price contracting model. The award will be made to the most responsible and responsive vendor or partnership group whose proposal is determined to be the most advantageous to the CSU based on the evaluation criteria listed below in order of importance.

6.2 EVALUATION METHOD

PHASE I

For Phase I, proposals will be reviewed to verify the Proposer has met the RFP minimum requirements identified in Section 5 – Minimum Requirements. Proposals that have not followed the rules, do not meet minimum requirements including qualifications and quality standards, conflict with or take unacceptable exceptions to the terms and conditions, or are non-responsive to the requirements of this RFP will be eliminated from further consideration.

A total score of 60 or more points (out of 100) will qualify a Respondent to move forward to Phase II of the solicitation process. Proposers failing to obtain 60 or more points will be eliminated from further consideration.

Where only one (1) proposer meets the minimum requirements, the CSU reserves the right to continue with the solicitation process and award the JOC MEA to this vendor provided, however, all other requirements are met, the product and services are acceptable to the CSU, and no other competitor would be viable.

PHASE II

For Phase II, Respondents will be required to supply additional information and documentation as set forth below, and referenced in Section 4- Scope of Work and Deliverables. Proposals that have not followed the rules, do not meet minimum requirements including qualifications and quality standards, conflict with or take unacceptable exceptions to the terms and conditions, or are non-responsive to the requirements of this RFP will be eliminated from further consideration.

As a part of this review, the CSU may require proposing firms or organizations to clarify the information submitted. This clarification process may be conducted through written or electronic correspondence or through an interview with the evaluation team. By conducting an interview this would allow the finalists an opportunity to demonstrate their ability to perform the scope of work defined in this RFP and clarify outstanding issues. It is in the proposing firm's best interests to submit a thorough and complete proposal and not depend on the presentation process to provide additional information. All firms and organizations or partnership groups selected for an interview and presentation will be notified of the proposed interview date(s) at least 5 days in advance.

Firms and organizations or partnership groups selected for interview must present, for in-person interview, both the dedicated/lead point of contact for the project and the vendor representative with financial decision making authority for the project

From among the finalist proposers the CSU may select one or more firm(s) and or organization(s) to enter into final proposal negotiations for the RFP award. A proposing firm(s) and or

organization(s) may be required to participate in negotiations and to submit best and final price, technical or other revisions to the proposal which may result from such negotiations.

All proposers will be notified in writing once one or more firms have been selected to Phase II.

At the conclusion of Phase II, the CSU will select the most responsible and responsive Proposer offering the best value to the CSU.

6.3 POINT SCORING SCHEDULE

The CSU Evaluation Team will make its evaluation based on the criteria below for Phase I and Phase II proposals.

6.3.1 PHASE I

The basis for evaluation for Phase I proposals shall include compliance with and submission of all documents set forth in Section 5, Minimum Requirements. The proposal which receives 60 points or more out of 100 points will be selected for further review and consideration for Phase II. The points are based on the following:

a)	Qualifications/Experience	40 points
b)	Proposed System	30 points
c)	Required Information	<u>30 points</u>
	Total Points Available	100 points

At the conclusion of this review, a Proposer scoring a total of 60 points or more will qualify to move forward to Phase II of the solicitation process and may be interviewed by the evaluation committee

6.3.2 PHASE II

1. Criteria – Phase II

The basis for evaluation for Phase II proposals shall include the total value (cost, including one time cost and on-going cost for maintenance and other value added services), proposed work plan, overall consistency with CSU's directions, no cost value added services offered by Proposer and overall quality of the solution proposed. The proposal which receives the highest points overall and which offers the most comprehensive solution to meeting CSU's needs will be selected for issuance of an Intent to Award. The evaluation committee will assign points according to the point schedule noted as follows:

a)	Work Plan	150 Points
b)	Cost Proposal	150 Points
c)	No cost value added benefits	25 Points
d)	Interview	<u>75 Points</u>
	Total Points Available	400 Points

Optional Points (if Applicable)

- | | |
|--|-----------|
| e) Disabled Veteran Business Incentive | 25 points |
| f) Small Business Incentive | 25 points |

2, Interview – Phase II 75 points

The CSU will conduct interviews to consider the proposer's responses to questions asked during the oral interview which will elaborate or clarify information provided in its response. Additionally, the CSU will consider the proposers preparedness, organization skills, content information, and the ability to present priority items in the time allotted. Scores in other categories may be adjusted after the interview.

3. No Cost Value Added Benefits – Phase II 25 points

This section will consider any additional value-added components at no cost that will enhance and increase productivity in the level of performance and implementation of a JOC System. Proposer may present or recommend unique methodologies, cost saving factors, and implementation processes that would benefit systemwide campuses, and the CSU overall.

4. Required Submittal Documents – Due at Phase II

i) Work Plan – 150 points

Proposer must submit a written work plan to demonstrate a clear timeline indicating all phases of the plan, its critical path, and an articulation of the deliverables. Proposer will also be heavily evaluated on their demonstrated ability and response in the following areas:

- a. Program Management
- b. JOC Documentation Development
- c. Usability and interface with Unit Price Book
- d. System Software to Manage JOC
- e. Training and Implementation Support
- f. Contract and Procurement Process and Procedures
- g. On-Going Technical Support
- h. Reporting Capability

ii) Cost Proposal – 150 points

From this category the focus will be on the following areas:

- a. Pricing must assume that the system may be used at any and all CSU sites, including twenty-three (23) campuses, the Chancellor's Office, and various

off-campus sites. A cost proposal form will be provided once Respondents have been selected for Phase II.

- b. Pricing proposal must include pricing for any software required to operate the system, price book (including customization as discussed herein), implementation and periodic on-site training, customized reports, and any other items required to implement and utilize the system, and all other deliverables described in Section 4, Scope of Work.
- c. Price must include initial and ongoing costs for the use of the system as applicable.
- d. Price proposal must include a breakdown of costs on a percentage bases for the entire systemwide volume, not based on individual campuses. Added cost points will be awarded for discounted percentage costs based on larger systemwide construction volumes. The proposed percentages shall be involved to each campus for each individual job order.

The proposal with the lowest cost shall be assigned the highest points and those with higher cost will be assigned lower points. Points shall be awarded as follows:

$$\frac{\text{Lowest Cost \%}}{\text{Proposer's Cost \%}} \times 150 \text{ points} = \text{Points Awarded}$$

Example:

$$\frac{1.2\%}{1.9\%} = .63 \times 150 \text{ points} = 44.5 \text{ points awarded}$$

iii) Submittal Document for Phase II - Accessibility Requirements Voluntary Product Accessibility Template(s)

- a. Submit a Voluntary Product Accessibility Template (VPAT)
 - i. For each unique product/service offered (e.g. Web Portal, mobile, video player, or if the product has an accessibility mode).
- b. See [CSU Guide to Completing a VPAT and Template](#). Follow instructions 1-8 under *Typical Scenario for Completing a Voluntary Product Evaluation Template (VPAT)* on page 5.
- c. VPAT's submitted should meet the following criteria:
 - i. Include all applicable sections of the Section 508 standards for technical conformance (1194.21 through 1194.26 based on product type), functional conformance (1194.31), and documentation (1194.41). See CSU Guide to Completing the Voluntary Product Evaluation Template for more details.
 - ii. Ensure that the VPAT corresponds to the current version of the IT product/service being offered.

iv) Submittal Document for Phase II - Accessibility Requirements Road Map

1) CSU Accessibility Roadmap that addresses product accessibility gaps (i.e. functions that are not usable by persons with disabilities). See the [Accessibility Roadmap template](#) for instructions on providing the following information:

- a. A list of known accessibility gaps
- b. The specific steps and timelines by which these known these gaps will be remediated
- c. A list of any workarounds for product accessibility gaps including:
 - i. Use of alternative business processes (e.g. offering phone support until your web-based support tools are accessible
 - ii. Use of a third-party product to replace or supplement functionality in your product (e.g. providing a programming interface which allows other applications to interact with content in your product)

2) Accessibility Statement that conveys the vendor's commitment to accessibility and a summary of the level of accessibility compliance. The accessibility statement shall be linked to each page of the application. The accessibility statement will include, a clear statement of commitment to ensuring equal access for all users; a summary of the overall level of compliance with accessible technology standards; Information for users with disabilities regarding product accessibility features and gaps; and clear instructions for accessing user support. Vendors may find the [Accessibility Statement Recommendations](#) helpful when they support the CSU's commitment to effectively serve all the users who will utilize the product.

End of Section 6

SECTION

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Contract Tracking Report (All Campuses).....	A
Contract Tracking Report (By Contractor).....	B
Project Tracking Report.....	C
Notice To Proceed	D
Scope of Work	E
Execution Procedures (San Francisco State)	F

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 California State University ("CSU") 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 CSU 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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August 28, 2016

Ms. Verna Ale Paniani
Contract Services and Procurement
California State University, Office of the Chancellor
401 Golden Shore, 5th Floor
Long Beach, CA 90802-4210

Re: Phase I Response to Request for Proposal #150700
Statewide Job Order Contract System

Dear Ms. Paniani:

The Gordian Group, Inc. ("Gordian" or "The Gordian Group"), a Georgia Corporation, is pleased to submit our Phase I Proposal towards the CSU Master Enabling Agreement for a Statewide Job Order Contract System, in response to RFP #105700 issued by the Office of the Chancellor, California State University ("CSU").

This Phase I proposal is submitted as outlined in the requirements per Section 5 of the RFP. If selected as a finalist, Gordian will submit a thorough proposal in response to Phase II requirements outlined in the RFP. If we are then selected and awarded the Master Enabling Agreement, The Gordian Group agrees to enter into an agreement with CSU under the terms and conditions prescribed by CSU in the RFP.

The contact person for clarification or additional information regarding this response, and the person authorized to contractually obligate The Gordian Group, is;

- Name: Ammon T. Leshner
- Address: 30 Patewood Drive, Suite 350, Greenville, SC 29615
- Title: Vice President of Legal Affairs
- Email: a.lesher@thegordiangroup.com
- Telephone: 800-874-2291

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

- For 26 years we have assisted over 200 public facility owners in getting construction work underway much faster and less expensively, with improved quality, and increased MWBE participation compared to traditional bid methods.
- We are the **only** firm that can provide single point responsibility for all of the products and services necessary for a JOC program. We prepare, customize and support, with in-house staff, the Contract Documents, Construction Task Catalogs, Technical Specifications and the eGordian Information Management System that we provide to our clients. We will be 100% responsible for the success of your JOC program.
- Our Regional Team, led by Randy Horn, has established a strong track record of performance over the last several years for many clients across the State of California, and we have the resources to provide responsive support to all CSU campuses. We are very familiar with the local construction arena and the intricacies of executing a JOC program for all CSU campuses, from San Diego to Humboldt County.



- Building a JOC program takes more than preparing customized documents and providing software. The devil is in the details. Our experience and resources provide us with the knowledge to develop a comprehensive, fully functioning JOC program that is unique to CSU, and will deliver the most value possible to each CSU campus.
- Because Gordian implemented and currently supports CSU's JOC program, we can guarantee a seamless transition to the new contract, with no interruptions in the operations of your JOC program.
- We will continue to partner with you and build on that collaboration to enhance and promulgate a robust training program and comprehensive standardization plan throughout the CSU System. As detailed in our response, we propose to work with you and build on our experience and modify areas that will create an optimal JOC environment and one that captures, monitors and reports the elements at the campus and system wide levels respectively and provides you with key management tools to make informed and best practices decisions.

We possess the best personnel, software, and construction cost data in the industry, and look forward to discussing our proposal in greater detail. We also look forward to the opportunity to continue working with the California State University and Office of the Chancellor, and are committed to delivering the highest quality JOC products and services possible now and in the future.

Sincerely,



Ammon T. Leshner
Vice President of Legal Affairs



Introduction

Name & Address of Firm: The Gordian Group, Inc.
30 Patewood Drive, Bldg. 2, Suite 350
Greenville, SC 29615

Telephone Number: 800-874-2291

Facsimile Number: 864-233-9100

E-mail Address: a.lesher@thegordiangroup.com

Name/Title of Authorized Representatives: Ammon T. Leshner, Vice President of Legal Affairs
Roy E. Kemper, Chief Financial Officer

Federal EIN: 58-1900371

Year Established: 1990

Name & Address of Parent Company: TGG Sub, Inc.
30 Patewood Drive, Building 2
Suite 350, Greenville, SC 29607

Type of Firm: Georgia Corporation

History of Firm: The Gordian Group is registered in the State of California under the d/b/a The Mellon Group, but

The Gordian Group, Inc. ("The Gordian Group" or "Gordian") is the most qualified and experienced firm in existence for implementing and supporting a customized systemwide Job Order Contracting (JOC) program for The California State University system ("CSU").

We have been continuously providing JOC services and products to public facility and infrastructure owners since our incorporation in 1990, and have performed JOC services for the California State University system since 1999. We provide JOC programs for many clients throughout California, including the University of California, Stanford University, San Joaquin County, Monterey County and Los Angeles County, among others. Other higher education clients of The Gordian Group include Georgetown University, Pennsylvania State University, Texas Tech University, University of New Mexico, University of Illinois at Chicago and the University of Illinois at Champaign-Urbana.

Each of the JOC programs that The Gordian Group has implemented, and supported, has been unique and successful. Our municipality clients have a different JOC program than our educational clients, and our educational clients have a different JOC program than our transportation clients. The Gordian Group's extensive experience with JOC programs for higher education clients makes us exceptionally qualified to provide JOC services for the California State University system. While we are based in Greenville, SC, we have had a continuing presence in California since the signing of our first California client, the County of Los Angeles Internal Services Department, in 1995. We currently have more than 100 contracts within the State of

California to provide JOC products and services, and will have the local support services necessary to support CSU for the duration of any resulting contract.

The Gordian Group

In 2016, more than \$1.5 billion dollars in maintenance, repair and construction work will be completed through a JOC program implemented and supported by The Gordian Group. This work 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 26 years, and for more than 200 clients, Gordian's solutions have delivered reliable, responsive and fiscally responsible results that are unmatched.

The Gordian work plan revolves around our comprehensive JOC solutions and includes the three major resource components of Data, Software and Services. Our construction cost database, the largest of its kind, will be the starting point for compiling CSU's specific tasks for the Construction Task Catalog. Second, Gordian will apply our industry leading software program, eGordian, to meet CSU's data tracking, program management and reporting requirements; and fully support all aspects of CSU's JOC program. Finally, Gordian will meet CSU's needs with both a company support structure and high-performing team that is responsive and reliable in both implementing and supporting your JOC program. Will apply our proprietary process to identify CSU's needs and ensure a successful, customized Job Order Contracting Program.

CSU 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.

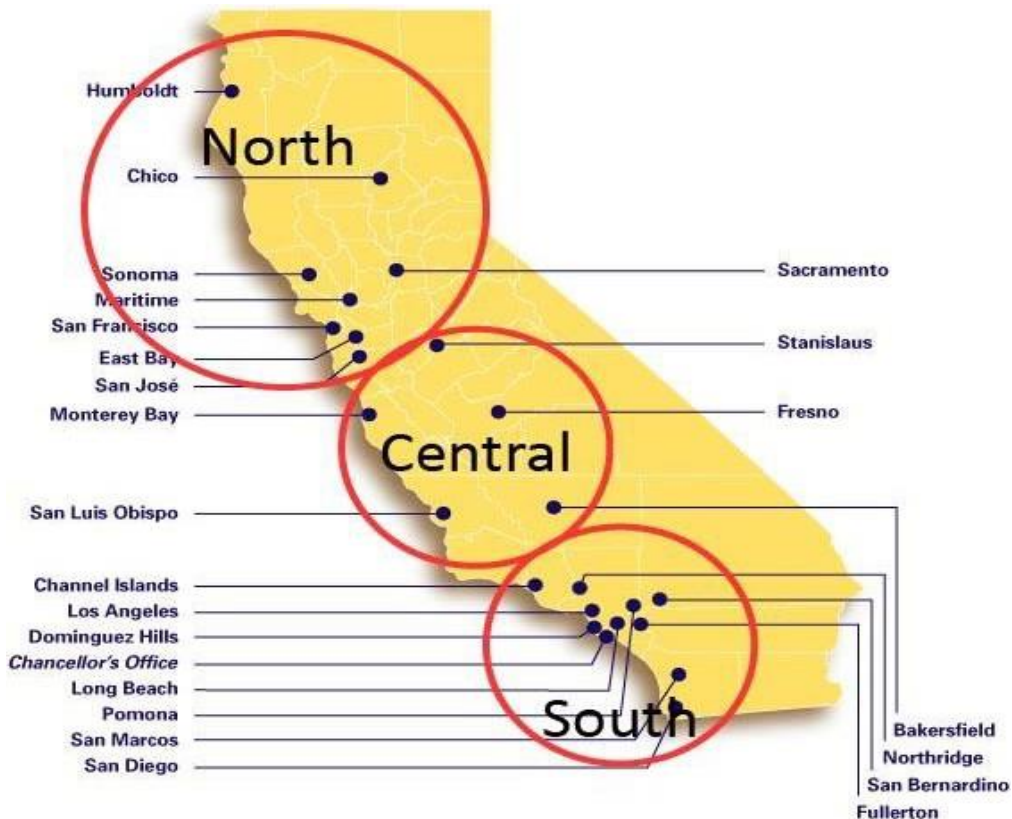
The Gordian Group will provide assistance and counsel to CSU during the entire term of the contract. **Our reputation has been built on the service we provide to our clients.** In addition to providing refresher training for your current staff, we will provide full training throughout the term of the 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 CSU in maintaining a successful JOC program.

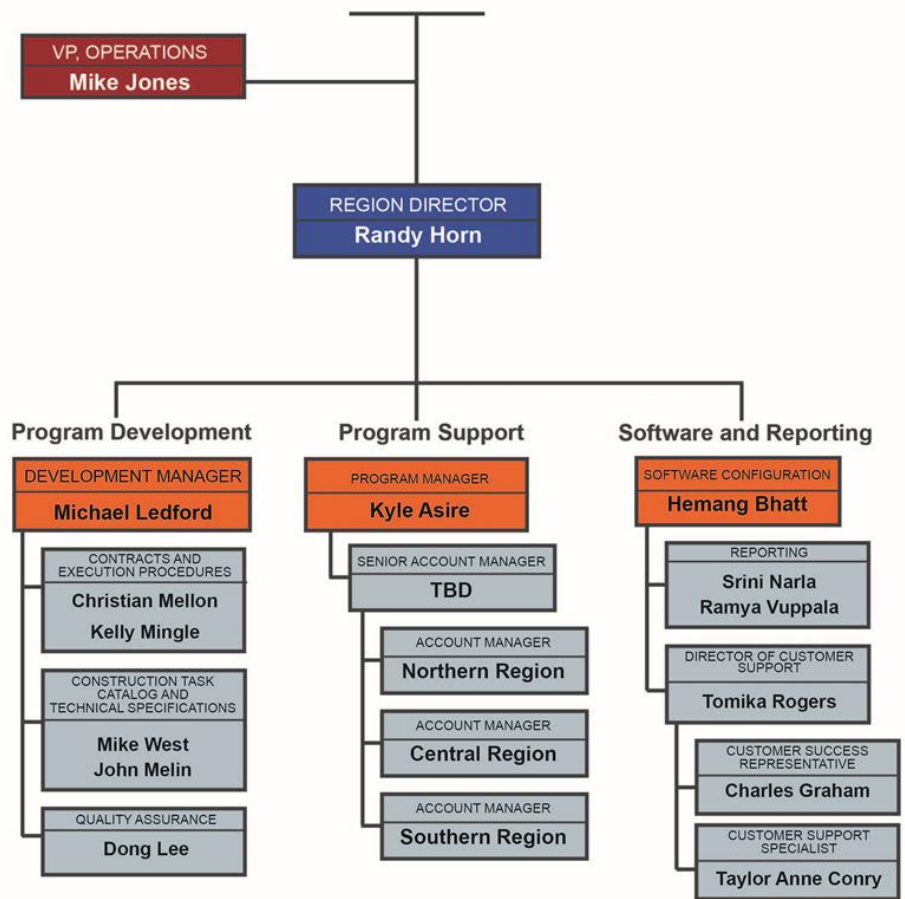
Commitment

We are proud of our 26-year record as the pioneer in JOC. We believe that The Gordian Group is the most qualified firm to provide the requested services going forward. We know that our personnel, software, and construction unit price books are the best in the industry and that the benefits CSU will realize from them are unsurpassed in the JOC industry. We are committed to delivering the highest quality JOC services possible.

The Gordian Group, Inc. (“Gordian”) has been providing Job Order Contracting (“JOC”) programs for 26+ years, and has successfully implemented and supported customized JOC programs for over 200 clients around the country, including numerous higher education institutions referenced on page two of Section 2. In 2016, more than \$1.5 billion in maintenance, repair and construction work will be completed with JOC programs implemented and supported by Gordian. The Gordian Group team consists of more than 400 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 support CSU’s JOC program, is able to support any additional facilitation support or construction management work requested by CSU system, and will add additional staff as needed.

Individual Program Support team members are assigned based on three regions on CSU’s map shown below, with their individual assignments and contact information attached for reference at the end of this section. The Gordian Group’s CSU team commitment is provided on the organizational chart on the following page. CSU program commitments for key staff members are provided with experience summaries on pages 3.4 through 3.7.





Executive

Michael Jones is the Vice President of Operations and is responsible for overseeing all JOC operations staff, including our Program Development and Program Support teams. Mr. Jones formerly served as The Gordian Group's Region Director for our contracts to provide the Gordian JOC Solution to clients in the Great Lakes region, including the City of Chicago, Chicago Transit Authority, University of Illinois at Chicago, University of Illinois at Urbana-Champaign and Metropolitan Water Reclamation District of Greater Chicago, among others. Prior to joining The Gordian Group, Mr. Jones was the Chicago Vice President for Operations for McKissack & McKissack, a national construction management, architecture and engineering firm. Mr. Jones also previously served as the Vice President of Operations for Louis Jones Enterprises, and possesses a wealth of experience in managing construction programs. Mr. Jones reports directly to The Gordian Group's CEO, William Pollak.

Randy Horn serves as the Western Region Director of JOC Operations and will oversee all phases of CSU's JOC Program. Mr. Horn's primary duties will be to coordinate the information between CSU staff and The Gordian Group's Program Development, Program Support, and Software and Reporting teams presented below. He will provide guidance to the Program Development team regarding the Contract Documents and Execution Procedures, oversee program implementation and training of CSU and JOC contractor staff, and advise the Software and Reporting team for the configuration of eGordian and the development of reports. Mr. Horn will be the senior management contact for the California State University JOC program.

Mr. Horn is the Director for our contracts to provide the JOC solutions to clients in the Western region, including the County of Los Angeles Department of Public Works, the County of Los Angeles Internal Services Department, University of California, Los Angeles Unified School District and San Francisco Public Utilities Commission, among others. Prior to joining The Gordian Group, Mr. Horn served as a Regional Director for GKKWorks, where he was responsible for overseeing both operational and business development activities in the Northern California region. Mr. Horn also previously served as a management consultant with Fuller Consulting in Los Angeles, where he provided budgetary, financial and strategic consulting services to both public and private clients across various vertical markets.

Program Development

Michael Ledford will serve as the Program Development Manager and will report to Mr. Horn. Mr. Ledford will manage our Program Development team and all activities related to development of CSU'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.

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 CSU departments to integrate CSU's standard contract language and forms with JOC specific language is necessary to ensure the documents are JOC compliant. Ms. Mingle will be responsible for the Northern and North-Central CSU Campuses.

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

Laura Albright will also serve as a Development and Implementation Specialist and report to Mr. Ledford. Ms. Albright will also be responsible for coordinating with various CSU 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 CSU's internal rules and regulations. Ms. Albright will be responsible for the Southern and S-Central CSU Campuses

Prior to joining The Gordian Group, Ms. Albright worked at the Gap, Inc., as a Project Manager and was responsible for multiple, simultaneous retail projects throughout the United States and Puerto Rico. Ms. Albright has worked at The Gordian Group for two years.

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 CSU'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 more than 100 clients in the State of California 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 CSU'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 Western 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

The Program Manager for the program support will be **Kyle Asire**. Mr. Asire will serve as the Program Manager and report directly to Randy Horn. Kyle is responsible for staffing and team development across the region. His extensive JOC experience with Gordian includes Account Management for Stanford University, and San Joaquin County. Kyle will be the management level point of contact for CSU should any issues arise during the term of the contract. He will commit 25% of his time to the California State University JOC program.

While not yet named, we are adding a **Senior Account Manager** who will devote 100% of their time to CSU JOC program. This is a critical role and, though we have several internal managers under consideration for the position, we would like to partner and collaborate with you to select the most appropriate person for this important position. The Senior Account Manager will report to Kyle Asire.

Sylvia Moreno will provide Account Management Support in the Southern Region, reporting to Mr. Asire. Ms. Moreno will be responsible for ensuring day-to-day development, implementation and support of CSU Dominguez Hills and the Chancellor's Office JOC programs, as well as assist in training CSU and JOC Contractor staff in the proper execution of the JOC program. Sylvia has 30 years' experience in the construction industry, including 4 years in job order contracting. She is a graduate of Academia Superior de Artes with a degree in Architecture. She previously served as Project Manager for Los Angeles DPW performing JOC management for various public projects. She also served as a Construction and Project Manager for a General Contractor. Sylvia will devote 50% of her time to CSU JOC program.

Fabian Orozco will provide Account Management Support in the Southern Region and report to Mr. Asire. Mr. Orozco will be responsible for ensuring day-to-day development, implementation and support of CSU Long Beach, San Bernardino, and Cal Poly Pomona JOC programs, as well as assist in training CSU and JOC Contractor staff in the proper execution of the JOC program. Fabian has 23 years' experience in the construction industry, with 3 years in job order contracting. He has completed Construction and Architecture coursework at Rio Hondo College. He served as a Project and General Superintendent for the Oakland School District, and Lennox Unified School District. Fabian will devote 30% of his time to CSU JOC program.

Robert Garner will provide Account Management Support in the Southern Region and report to Mr. Asire. Mr. Garner will be responsible for ensuring day-to-day development, implementation and support of CSU Fullerton, San Marcos and San Diego State JOC programs, as well as assist in training CSU and JOC Contractor staff in the proper execution of the JOC program. Robert has 37 years' experience in the construction industry, with 18 years in job order contracting. Robert worked in the mechanical and general contracting sector for 34 years, then performed JOC work

with San Francisco's Public Utility Commission, San Francisco Department of Public Works, San Francisco's Metropolitan Transit Authority and with San Francisco Recreation and Parks Department. He will devote 25% of his time to CSU JOC program.

Cynthia Adamson will provide Account Management Support in the Northern Region and report to Mr. Asire. Ms. Adamson will be responsible for ensuring day-to-day development, implementation and support of CSU Humboldt, Chico and Sacramento State JOC programs, as well as assist in training CSU and JOC Contractor staff in the proper execution of the JOC program. Cynthia has 31 years' experience in the construction industry, including 4 years in job order contracting. She is a graduate of University of Oregon where she earned a Bachelor of Interior Architecture degree. Cynthia has worked in a variety of positions within the industry, including as a design professional, construction project manager, operations manager, owner's construction manager, and business development manager. Cynthia will devote 25% of her time to CSU's program.

Nick Jones will provide Account Management Support in the Central Region and report to Mr. Asire. Mr. Jones will be responsible for ensuring day-to-day development, implementation and support of CSU Stanislaus and Fresno State JOC programs, as well as assist in training CSU and JOC Contractor staff in the proper execution of the JOC program. Nick has 10 years' experience in the construction industry, including 5 in job order contracting. He has a degree in Landscape Architecture from California Polytechnic University San Luis Obispo. Nick will devote 20% of his time to CSU's JOC program.

Elizabeth Grauten will provide Account Management Support in the Northern Region and report to Mr. Asire. Ms. Grauten will be responsible for ensuring day-to-day development, implementation and support of CSU Sonoma State, San Francisco State, and Maritime Academy JOC programs, as well as assist in training CSU and JOC Contractor staff in the proper execution of the JOC program. Elizabeth has 40 years' experience in the construction industry, including 14 years in job order contracting. She has a B.A. in Industrial Arts, California State University-Long Beach. She previously served as a Facilities Engineer for 25 years, performing facilities management, project procurement and oversight. Elizabeth will devote 15% of her time to CSU's JOC program.

Farhan Karimi will provide Account Management Support in the Southern Region and will report to Mr. Asire. Mr. Karimi's will be responsible for ensuring day-to-day development, implementation and support of CSU Northridge JOC program, as well as assist in training CSU and JOC Contractor staff in the proper execution of the JOC program. Farhan has 18 years' experience in the construction industry, including 8 in job order contracting. He is a graduate of the University of California Los Angeles and received a degree in Structural Engineering, Masters of Science, and a Bachelor of Science in Civil Engineering. Farhan previously served as a Project Engineer for KPFF Consulting Engineers performing structural design and analysis, and construction document preparation and construction administration. He also previously served as a Project Manager at Los Angeles Unified School District performing construction management, JOC contract procurement, and data management. Farhan will devote 15% of his time to CSU's JOC program.

Freddie Taylor will provide Account Management Support in the Southern Region and will report to Mr. Asire. Mr. Taylor will be responsible for ensuring day-to-day development, implementation and support of CSU Channel Islands and Bakersfield JOC programs, as well as assist in training CSU and JOC Contractor staff in the proper execution of the JOC program. Freddie has 26 years' experience in the

construction industry, including 10 years in job order contracting. He holds a Class B General Contractor's license and a C36 Plumbing license. He previously served as in all phases of construction project management and as Owner/Project for MAK Construction. Freddie will devote 10% of his time to CSU's JOC program.

Zebediah Butscher will provide Account Management Support in the Northern Region and will report to Mr. Asire. Mr. Butscher will be responsible for ensuring day-to-day development, implementation and support of CSU San Jose State JOC program, as well as assist in training CSU and JOC Contractor staff in the proper execution of the JOC program. Zebediah has 22 years' experience in the construction industry, including 2+ years in job order contracting. He is a graduate of the University of California at Berkeley, earning a Bachelor's in Architecture and a Minor in City Planning. He previously served as an Architectural Designer/Project Manager and Construction Manager working in all phases of Design and Construction of projects providing Design and Construction Management services. He also served as a Project Manager/Inspector of Record at San Francisco State University. Zebediah will devote 10% of his time to CSU's JOC program.

Tyler Benson will provide Account Management Support in the Central Region and will report to Mr. Asire. Mr. Benson will be responsible for ensuring day-to-day development, implementation and support of CSU Monterey Bay and Cal Poly San Luis Obispo JOC programs, as well as assist in training CSU and JOC Contractor staff in the proper execution of the JOC program. Tyler has 12 years' experience in the construction industry, with 2 years in job order contracting. Tyler is a graduate of CSU Cal Poly San Luis Obispo and received a degree in Architecture and Construction Management. He previously served as a Construction Manager and Estimator for a public works DSA school general contractor performing estimating, office, and field management duties. Tyler will devote 10% of his time to CSU's JOC program.

George Stavros will provide Account Management Support in the Northern Region and will report to Mr. Asire. His primary responsibility will be responsible for ensuring day-to-day development, implementation and support of CSU East Bay's JOC program, as well as assist in training CSU and JOC Contractor staff in the proper execution of the JOC program. George has 26 years' experience in the construction industry, including 6 years in job order contracting. He previously served as a Regional Manager for Staples Construction Company performing JOC program/project management for HVAC, Electrical, Plumbing, Fire Sprinkler & Life Safety, Paving, Roofing, Building Management Systems, Energy Efficiency Upgrades, Seismic Upgrade Projects and Building Assessment projects. George will devote 10% of his time to CSU's JOC program.

Software and Reporting

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. Bhatt. Mr. Narla's primary responsibility will be report design and adapting standard CSU reports for use in eGordian. Mr. Narla will be available to CSU staff through telephone and remote connection, and will provide assistance to CSU'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. Bhatt. 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 CSU's staff with reporting requirements.

Tomika Rogers will serve as the Manager of Customer Support and reports directly to Michael Ledford. Ms. Rogers has been with The Gordian Group for three years, beginning her tenure as a QA Engineer, then as Manager of QA. Prior to joining The Gordian Group, Tomika worked for nearly twenty years in the IT industry.

Charles Graham will serve as the Manager of Customer Support and reports directly to Ms. Rogers. Mr. Graham has been with The Gordian Group for XXXX years, Mr. Graham's primary role is to provide off-site technical support to CSU and JOC contractor staff. He will perform as primary support for CSU project with an emphasis on support for CSU staff.

Taylor Anne Conry will serve as Customer Support Specialist and report directly to Ms. Rogers. Her primary responsibility will be off-site eGordian technical support and computer assistance to CSU'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.

References

References are provided on the following pages:



County of Monterey

Services Provided:	Implementation and Delivery of a JOC Complete Solution and JOC Complete Solution+
Construction Value:	\$32,938,164 of construction completed to date
Period of Service:	April 2013 – Ongoing
Reference:	Mr. Michael R. Derr Contracts/Purchasing Officer & Fleet Business Manager 168 West Alisal Street, 3rd Floor Salinas, CA 93901 Ph.: (831) 755-4992 Fax: (831) 755-4969 derrm@co.monterey.ca.us

In April 2013 the Board of Supervisors for the County of Monterey awarded a sole-source consulting contract to The Gordian Group for the development and implementation of a JOC program that includes Job Order development and construction management services.

With a current population of more than 415,000, the County of Monterey provides a wide range of services across a myriad of departments including: Natividad Medical Center, Parks, Libraries, Public Works, Building Services and Water Resources.

The Gordian Group provides JOC solutions for the County of Monterey, which is responsible for the management, maintenance and repair of more than 3.8 million square feet of space in over 100 County facilities. The focus and primary use of the JOC program is for the repair and renovations of existing County facilities. The projects that have been completed through the JOC program range in scope from multi-trade remodeling projects in the County run hospital to County-wide re-paving projects.

The County has six (6) general contractors in three areas: 2 contracts specializing in hospital work (OSHDP), 2 contracts specializing in vertical work (building) and 2 contracts specializing in horizontal works (roads and bridges). The contracts represent an annual construction capacity of \$26,500,000 available to the County.



Stanford University

Residential & Dining Enterprises

Services Provided:	Implementation and Support of a Job Order Contracting Program
Construction Value:	\$43,033,064 of construction completed to date
Period of Service:	January 2012 – On Going
Reference:	Mr. Andrew Lee Senior Contracts Adviser, Procurement Department 3145 Porter Drive Palo Alto, CA 94304 (650) 497-4293 andwlee@stanford.edu

The Gordian Group was awarded a competitively advertised consulting contract in January 2012 for the full development and implementation of a Job Order Contracting program for the Stanford University Residential and Dining Enterprises Department.

Stanford University is recognized as one of the world's foremost academic institutions and research facilities. Founded in 1891, Stanford has grown to an 8,180 acre campus with a population over 15,000 full-time undergraduate and graduate students.

The Residential and Dining Enterprises Department at Stanford University supports the academic mission of the University by providing the highest quality services to students and other members of the university community. It maintains operational oversight, capital planning, and maintenance responsibilities for all student housing, dining, conference, and hospitality facilities.

The Gordian Group provides JOC solutions for Stanford University Residential and Dining Enterprises which is responsible for building management, maintenance and repair services, and energy management services for 4.5 million square feet of space in approximately 350 residential facilities and 19 dining operations. The focus and primary use of the JOC program is for the repair and renovations of existing University facilities, with an average project size ranging from \$300,000 to \$500,000. They have ranged in scope from multi-trade remodeling projects to emergency exit sign replacements and historical preservation.

There is no maximum dollar amount for each Job Order. The maximum dollar value for the current Job Order Contracts is unlimited for a term of five years. Stanford University issues approximately \$10 million annually under the JOC program and has placed approximately \$43 million in construction to date.



San Joaquin County

Services Provided:	Implementation and Support of a Job Order Contracting Program
Construction Value:	\$12,713,363 of construction completed to date
JOC System Status:	Fully operational
Period of Service:	August 2014 – On Going
Reference:	Mr. David Castagna Capital Projects Administrator 44 North San Joaquin Street Fifth Floor, Suite 590 Stockton, CA 95202 (209) 468-9598 dcastagna@sjgov.org

The Gordian Group was awarded a Sole Source consulting contract in August 2014 for the development, implementation and support of a Job Order Contracting program for the San Joaquin County General Services Department and the Public Works Department. In addition to providing the ongoing support and maintenance services, similar to what is requested by CSU, San Joaquin County also received Job Order development services, where an expert Gordian Account Manager is responsible for attending Joint Scope Meetings, developing a Detailed Scope of Work, reviewing and revising the JOC contractor's Price Proposal, and coordinating the issuance of Notice-to-Proceed to begin construction. These additional services have maximized the efficiency and value delivered to the County through the JOC process and has enabled them to complete more projects in less time.

In April 2015 the first two contracts were awarded for the GSA's Sheriff's Office. In early January 2016, procurement began for the JOC Program Year #2 for another General Building contract for the General Services Department.

The Department of Public Works program began with three Class "A" general engineering contracts. In mid-April 2016, procurement began for year two of the contract and an additional two general engineering contracts. The Department of Public Works plans to utilize the JOC contracts to accomplish routine repair, maintenance and renovation projects on both roadways as well as facilities.

California Experience

The Gordian Group has more than two decades of experience developing, implementing and support JOC programs in California that fully comply with the California Public Contract Code and State of California regulations. We have established and support JOC programs for city, county, school district and university clients; all of whom are subject to varying requirements under California law. No other firm can match the level of experience Gordian possesses in connection with the advertisement, evaluation and award of JOC contracts within California.

As set forth in the organizational chart and descriptions above, as well as the Gordian Support Contact Sheet following this section, Gordian has the resources available to provide the services required by the RFP for all 23 campuses throughout the State of California.

The Gordian Group is the most qualified and experienced firm in existence for implementing and supporting a customized statewide Job Order Contracting (JOC) program for the California State University JOC Program (the "CSU"). Each of the JOC programs that The Gordian Group has implemented, and supported, has been unique and successful. Whether it's a municipality, educational institution, transportation or healthcare client, we know how to tailor a JOC program to ensure it delivers optimum value. The Gordian Group's extensive experience with JOC programs for education clients, as well as our current experience with CSU, makes us uniquely qualified to provide JOC services to CSU.

California State University
Job Order Contracting
Gordian Support Contact Sheet



Gordian Support Contact:

Name	Campus	Email	Number
Cynthia Adamson	CSU Humbolt	c.adamson@thegordiangroup.com	(916)599-7985
	CSU Chico		
	Sacramento State		
Elizabeth Grauten	Sonoma State	e.grauten@thegordiangroup.com	(415)385-5950
	Maritime Academy		
	San Fransisco State		
George Stavros	CSU East Bay	g.stavros@thegordiangroup.com	(925)999-0695
Zebediah Butscher	San Jose State	z.butscher@thegordiangroup.com	(510)735-4111
Nick Jones	CSU Stanislaus	n.jones@thegordiangroup.com	(559)676-9898
	Fresno State		
Tyler Benson	CSU Monterey Bay	t.benson@thegordiangroup.com	(805)748-8210
	Cal Poly SLO		
Freddie Taylor	CSU Channel Islands	f.taylor@thegordiangroup.com	(626)807-6255
	CSU Bakersfield		
Fabian Orozco	CSU Los Angeles	f.orozco@thegordiangroup.com	(323)363-6556
	CSU Long Beach		
	CSU San Bernardino		
	Cal Poly Pomona		
Farhan Karimi	CSU Northridge	f.karimi@thegordiangroup.com	(310)228-0082
Sylvia Moreno	CSU Dominguez Hills	s.moreno@thegordiangroup.com	(214)304-1263
	CSU Chancellor's Office		
Rob Garner	CSU Fullerton	r.garner@thegordiangroup.com	(760)407-5081
	CSU San Marcos		
	San Diego State		



Construction Task Catalog and Technical Specifications

The Gordian Group has provided for your review a sample Construction Task Catalog and Technical Specifications, which can be viewed by clicking on the following link:

<https://www.dropbox.com/sh/z4pfb0ztczw7jv/AADLFxx8Nx6DqtwGYjTNXBYqa?dl=0>

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

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 for each JOC solicitation. 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 CSU. These new tasks will be for the exact construction product or material that the CSU requires for its projects including, if necessary, unique owner supplied material and equipment.

The production process of a new or updated Construction Task Catalog is a multi-step process. The Account Managers will notify the Construction Tasks and Specifications team that a CSU campus has requested a new Construction Task Catalog for an upcoming solicitation. When the construction tasks to be included have been selected, the geographical region is identified and selected for a cost basis. Prevailing Wage rates for that region are then selected as the labor cost basis, and the local equipment, material and disposal costs are collected from various sources within the region. Through this method Gordian is able to provide a customized, localized Construction Task Catalog quickly and economically. The methodology used for updating material costs utilizes a list of thousands of Material Price Indicators ("MPI"). Each MPI is constantly monitored for price fluctuations, and is updated accordingly when they occur. A team of cost researchers, dedicated solely to key material price research, constantly collects these key material prices, along with local equipment costs that are collected in close temporal proximity to each newly issued Construction Task Catalog. Every material found in the Construction Task Catalog can be traced back to the MPI that drives the ultimate material cost.

Labor, equipment and material costs, no matter how accurate, are often not how construction tasks are priced. Using sound cost engineering principles, Gordian's staff creates a "recipe" of ingredients for each construction tasks by utilizing a number of variables, which may include productivity rates, industry standards, manufacturer's specifications and a combination of experience and expertise, in order to develop a unit price for each construction task. A unit price is defined as the cost per unit of measure, which does not often align with the unit of measure associated with the purchase price of certain materials. Gordian's cost estimating experts understand all the factors necessary to developing accurate unit prices and incorporating localized prices. We know the Construction Task Catalog is a critical component in the success

of any JOC program, and have perfected the process over the past 26 years that has ensured the success of more than 200 clients.

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. **The Gordian Group knows that a balanced, comprehensive JOC specific Construction Task Catalog is critical to the success of a JOC program.**



MINOR		TOTAL DIRECT		DEMOLITION	
CSI	UOM DESCRIPTION	UNIT COST		UNIT COST	
		Exterior Improvements		32	
		Bases, Ballasts, And Paving		32 10	
		Unit Paving		32 14	
				32	

MINOR	UOM DESCRIPTION	TOTAL DIRECT	DEMOLITION
CSI	UOM DESCRIPTION	UNIT COST	UNIT COST
32 16	Curbs, Gutters, Sidewalks, And Driveways (32 10)		
32 16 13	Curbs And Gutters (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 13-004.5 for additional saw cuts within the 100'.		
32 16 13 13	Cast-In-Place Concrete Curbs And Gutters (32 16 13)		
	Note: Includes delivered concrete, forms, rebar, chairs (where necessary), expansion joints, and curing.		
32 16 13 13-0001	Concrete Curb, Cast In Place (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	7.18	3.23
	For Up To 20, Add	4.03	
	For >20 To 50, Add	2.27	
	For >50 To 100, Add	0.88	
	For >500 To 1,000, Deduct	-0.88	
	For >1,000, Deduct	-1.50	
32 16 13 13-0003	LF 6" X 12" Cast In Place Concrete Curb - Radius	8.18	3.72
	For 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	

Proposed System Overview

The Gordian Group ("Gordian") has appreciated the opportunity to provide our Job Order Contracting ("JOC") solutions to California State University ("CSU") since 1999. We are confident that our relationship has been a mutually rewarding experience for both parties. The Gordian JOC Solution™, which we currently provide to CSU, includes all of the products and services set forth in the RFP and as further detailed below:

Program Development

The Program Development process incorporates all the activities necessary to establish the structure of the CSU 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 each CSU campus in making educated decisions about the structure of its JOC program, from the minimum and maximum value of the contracts to the differentiation between individual Bid Factors. 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 each CSU campus' general operating and organizational philosophies. These Execution Procedures must incorporate all phases of the JOC process. Specific issues that must be addressed include:

- Project Initiation
- Project Development
- MBE/WBE Compliance Procedures
- Permit Procedures
- Project Review and Approval
- Construction Inspection and Acceptance
- Project Close Out Procedures
- Payment Policy and 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 CSU 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.

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, CSU's JOC program must have documents prepared and customized specifically for use by each CSU campus. 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 CSU** including the Construction Task Catalog, Technical Specifications, Contract and General Conditions, and Bid Documents. No other firm provides this level of service.

Procurement Support

This phase incorporates all the activities necessary to educate and inform internal CSU staff and the contracting community about JOC, the intricacies of the CSU JOC

program, and to procure quality JOC contractors. Specific services will include preparing and conducting an external marketing program, an internal marketing program and pre-bid seminars.

The central feature of The Gordian Group's procurement support is the pre-bid seminar for intending bidders. Since most CSU campuses will seek to attract local contractors, it is essential to conduct outreach and provide a proactive education program to encourage bidding by local firms. The Gordian Group believes that 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. We will take the lead in reaching out to local contractors to inform them about JOC and maximize competition for each JOC contract advertised across CSU.

eGordian®

eGordian, the cornerstone of our proprietary JOC system, is the industry leading information management application capable of generating all necessary JOC documents including the contractor's Price Proposal, the independent estimate, Job Orders, and all management reports and forms. Our proven software was specifically designed to manage and support JOC programs and will be configured to meet the information management needs of each CSU campus.

eGordian is a web-based Software as a Service (SaaS) platform, making it accessible anytime and anywhere there is an internet connection. The culmination of more than 26 years' experience managing and supporting JOC programs, eGordian has over 20 modules that are used to track and report on Job Orders, and enable proactive management of a JOC program. 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. eGordian is the only software designed manage the administration of the entire JOC process. The following is a description of several critical 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.

- **Meeting**

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

- **Cost Estimate**

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

- **Price Proposal**

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

- **Proposal Review**

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

- **Submittals**

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

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

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

- **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.

- **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. Sample Management Reports are included in **Tab 5** of this proposal.

- **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.

- **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.

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

Project Identification

The screenshot shows the 'New Job Order / Project Wizard' interface. The 'Project Info' section is active, displaying a search bar for existing projects and a table of job orders. The table includes columns for Project Number, Description, Location, Contact, Amount, Status, Start Date, and Duration.

Project Number	Description	Location	Contact	Amount	Status	Start Date	Duration
16-RGC-CSUFR-0010	16-RGC-CSUFR-0010.00	CSU Fresno - University Health Center	Devon Fullner	\$428,013.39	Proposal Approved	8/23/2016	8.5
16-RGS (Best Contrac	16-RGS (Best Contrac	CSUN Black House - Roof	Stephen J. Thomas	\$41,297.45	Construction Start date	8/15/2016	3.0
16-RGS (Vincor)-CSU	16-RGS (Vincor)-CSU	Live Oak Hall 1223 Geology Lab Renovation Project	Maureen Shideh	\$205,390.27	Notice to Proceed	8/2/2016	3.0

Scope Development

The screenshot shows the 'Document Management' interface for a specific job order. The left sidebar lists folders such as 'Brief Scope of Work', 'Detailed Scope', and 'RFP - Comments'. The main area displays a 'Brief Scope of Work' section with a 'None' value and a 'Detailed Scope' section containing a grid of PDF documents.

Brief Scope of Work
None

Detailed Scope

Student Health Center - Asbestos & Lead Rpt..pdf	Carpet Tiles.pdf
CSUF Health Center - Areas to be Painted 6-2-2016.pdf	
CSUF Health Center - Finish Schedule.pdf	
CSUF Health Center - Areas to install Carpet & VCT 6-2-2016.pdf	Flush Wood Doors.pdf
Painting.pdf	Resilient Sheet Flooring.pdf
	Door Hardware.pdf

Price Proposal Creation and Review

Locate the line item by entering a CSI Number, Description, or Note:
(Only the 1st 25 matching line items are shown)

Install Qty.: Demo Qty.:

Review Note:

Show Line Items Per Page

<input type="checkbox"/>	<input type="checkbox"/>	Type	Section	CSI Number	Description	UOM	Install Qty.	Demo Qty.	Line Total	Review Note
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	01	01 22 20 00-0076	Surveyor	HR	64	0	\$5,568.00	Delete Item - Part of
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	01	01 22 20 00-0090	Flaggerperson For Traffic Control	HR	96	0	\$5,846.40	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	01	01 22 23 00-0244	8' Broom Sweeper With Full-Time Operator	DAY	4	0	\$3,891.80	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	01	01 22 23 00-0545	5' Maximum Trench Depth, Ride-On Trencher With Full-Time Operator	WK	1	0	\$7,711.75	Delete Item
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	01	01 22 23 00-0865	100 Ton Lift Hydraulic Crane With Full-Time Operator	DAY	2	0	\$5,985.25	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	01	01 22 23 00-1087	13 CY Rear Dump Truck With Full-Time Truck Driver	DAY	0	0	\$0.00	Delete Item
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	01	01 22 23 00-1087	13 CY Rear Dump Truck With Full-Time Truck Driver	DAY	0	0	\$0.00	Delete Item
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	01	01 22 23 00-1112	3,000 Gallon Asphalt Prime Coat Distribution Truck With Full-Time Truck Driver	DAY	0	0	\$0.00	Delete Item
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	01	01 51 13 00-0014	Temporary 400 Amp Panelboard Complete With Up To 42 Branch Circuits, 120/208 Volt	EA	1	0	\$2,789.30	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	01	01 56 26 00-0033	4' Wide, 6' High, Temporary Chain Link Fence Gate, Up To 6 Months	EA	1	0	\$243.74	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	01	01 56 26 00-0033(0047)	For Shade Cloth, Add	MOD	1	0	\$27.75	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	01	01 56 26 00-0035	12' Wide, 6' High, Temporary Chain Link Fence Gate, Up To 6 Months	EA	2	0	\$866.59	

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Compilation of the Job Order Package

CSU Chancellor's Office

THE CALIFORNIA STATE UNIVERSITY
OFFICE OF THE CHANCELLOR
401 Golden Shore
Lana Beach, CA 90670

Job Order Contract
Job Order Authorization Package Cover Sheet
Date: August 26, 2016

Re: CSU Fresno - University Health Center
Job Order Number - 16-RGC-CSUFR-0010.00

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

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

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

Job Authorization Package Checklist

Yes	No	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cover Sheet
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Job Authorization Form
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Signed Final Scope of Work (original)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Contractor's Proposal Cover Sheet (original)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Contractor's Proposal Detail (original)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Subcontractor Compliance (original)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	DVBE Good faith Effort Form (original)*
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Notice of Planned Construction Form

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

For the benefit of the evaluation committee we have created a sample user account in eGordian for your use. The sample account has been set up using the customized Construction Task Catalog created for San Diego State University this year, with preset adjustment factors of 1.0000 for normal working hours, and 1.2500 for other than normal working hours. You can access the user account by visiting www.eGordian.com and entering the following information under the "Log In" selection"

Username: demoaccount

Password: Welcome1

With the staff assembled to support the JOC program for CSU, we feel confident the program can optimize efficiency and control, with significant cost savings. Our team has been developing standardized reports for CSU that will assist in rapid deployment through every campus and minimize training time for CSU staff and associated JOC contractors. Some specific reports currently being developed as standardized forms/reports for CSU are:

- Joint Scope Meeting minutes
- Proposal Review with Campus Comments
- Non-Prepriced Worksheet
- Project Cost Summary Report
- Request For Proposal
- Subcontractor Report
- Job Order Authorization
- Notice to Proceed

Training

Gordian recognizes that a robust training program is critical to the successful implementation and execution of a Job Order Contracting program, not just training in the system itself but in the many concepts, procedures, and policies unique to the institution's environment. Gordian's standard training program for its public entity clients is outlined below.

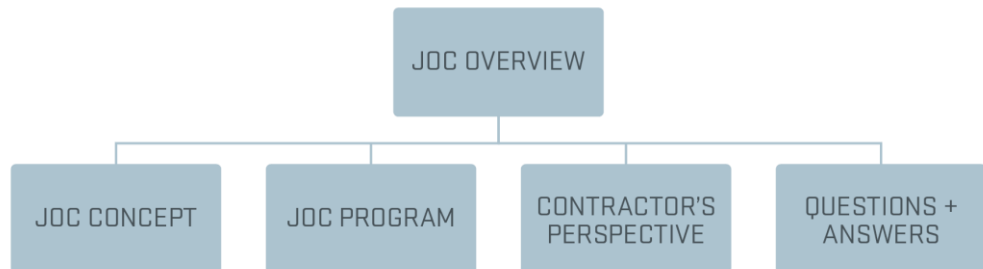
Gordian's standard training program is based on a hands-on, in-person training program. It is based on the public entity's approved policies and procedures.

The JOC training program is comprised of multiple training modules so that training sessions can be structured to the specific audience. The training courses stress a hands on practical application of the JOC program. The Gordian Group develops and published all training aids and material necessary to support the JOC training courses. The training program is comprised of multiple training modules so that training sessions can be structured to the specific audience. The training sessions are unique to the public entity and are 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 is 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.

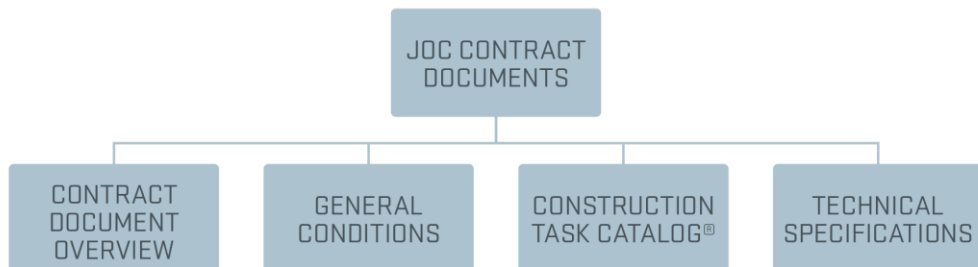


JOC Overview



The **JOC Overview Module** is a general purpose introduction designed to familiarize CSU 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 CSU 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.

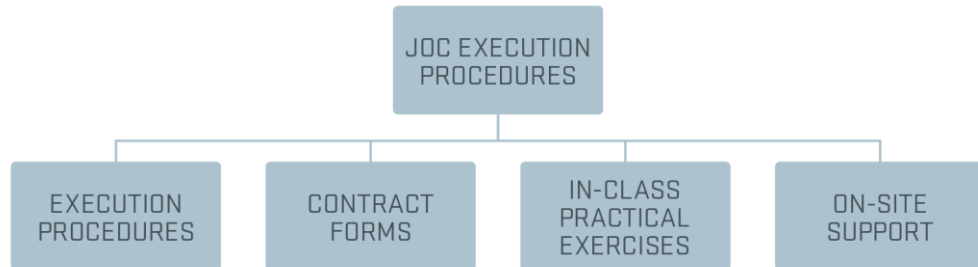
JOC Contract Documents



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.

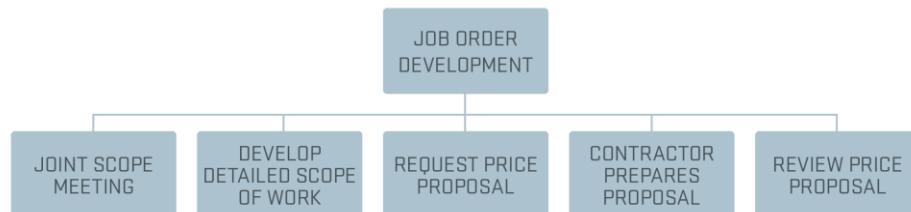
The JOC Contract Documents Module is presented in a lecture format and is scheduled to be given in a two hour block. Copies of all materials and the contract terms and conditions are contained in the training manual.

JOC Program Execution



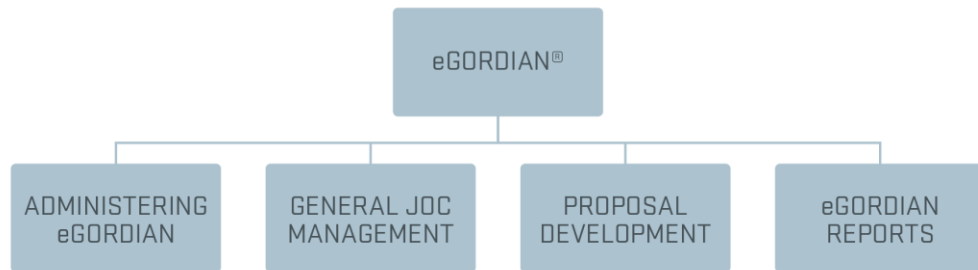
The JOC Program Execution Module includes a detailed, comprehensive review of CSU's approved JOC Execution Procedures. Training for this module includes ensuring that CSU facilities and procurement staff have a full understanding of the procedures and forms that will be used to approve JOC work. The 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 level of training provided for the Job Order Development Module is determined by the Gordian JOC solution selected by CSU. For the Gordian JOC Solution, we provide unlimited training and support during the 90-day period following the award of the first JOC construction contract to ensure CSU staff can properly develop Job Orders. Our account manager works side-by-side with CSU's project manager to answer questions and provide instruction as needed. The Gordian Group also prepares a one sheet reference guide highlighting the procedures and forms that need to be completed for each step in the process. The training includes a series of practical exercises designed to prepare a complete Job Order based on actual CSU projects. Training for the Gordian JOC Solution is scheduled to be given in 2-4 hour blocks.

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, CSU 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.

JOC Refresher Training

The Gordian Group provides JOC refresher training as needed or requested by CSU. 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 conducts as many training sessions as required to ensure that CSU staff is fully prepared to execute the JOC program. Training includes a comprehensive training/reference manual with sample Job Orders, flowcharts, and forms. The training courses include practical exercises based on actual CSU projects. A sample of the JOC training manual utilized by Gordian is included in **Tab 5** of the proposal.

Training Infrastructure and Curriculum for CSU

The distributed nature of and breadth of stakeholders in the CSU enterprise create a unique challenge and opportunity for training. Gordian recognizes the essentiality of delivering a robust infrastructure to ensure the availability, frequency and traceability of training across the CSU system. To that end, Gordian proposes the implementation of an e-learning curriculum to supplement the aforementioned hands-on training approach. Powered by the Absorb Learning Management System (LMS),

the commercially available LMS adopted by Gordian, Gordian will deliver a course curriculum specifically tailored for CSU. Absorb's HTML5 user interface provides an engaging and effective learner experience regardless of whether content is being accessed on traditional computers, tablets such as iPads, or phones.

Gordian proposes a structured curriculum based upon the stakeholder role within the CSU enterprise: Gordian Account Manger supporting CSU, CSU Staff, and CSU awarded Contractor. The proposed curriculum for each role is outlined below.

Gordian Training Program		
-Gordian Account Manager -Introduction to JOC/JOC 101 -CSU General Conditions -Regional JOC -Subcontracting (DVBE/SBE/DIR) -CSU Standard JOC Process/Flow Chart -CSU Standard Job Order Forms and Reports -Using the CTC/Proposal Review -eGordian Training -log-in/set-up -Job Orders & Reports -Proposal Review and JO Approval -eGordian Admin Training -eGordian Invoicing Training -Campus Support and Reporting	-CSU Staff -Introduction to JOC/JOC 101 -CSU General Conditions -Regional JOC -Subcontracting (DVBE/SBE/DIR) -CSU Standard JOC Process/Flow Chart -CSU Standard Job Order Forms and Reports -Using the CTC/Proposal Review -eGordian Training -log-in/set-up -Job Orders & Reports -Proposal Review and JO Approval	-CSU Contractors -Introduction to JOC/JOC 101 -CSU General Conditions -Regional JOC -Subcontracting (DVBE/SBE/DIR) -CSU Standard JOC Process/Flow Chart -Proposal/Subcontractor/DVBE Reports -Using the CTC -eGordian Training -log-in/set-up -Job Orders Proposal Creation -Subcontractor Requirements -Export for approval

The Absorb LMS will allow the role-based curriculum to be assigned to an individual and that individual's progress and completion tracked and reported on, as appropriate. This will help ensure that all stakeholders are being adequately trained to CSU program standards. The tracking and reporting inherent to the Absorb LMS enables Gordian to offer to CSU a certification program for stakeholders. Specifically, Gordian can provide certification to the individual and to CSU leadership upon a stakeholder completing the assigned curriculum. CSU may find value in that certification as part of its performance management of CSU's own employees or as part of assessing contractor qualifications.

Incorporation of an e-learning platform into the training program will also enable more timely dissemination of changes and updates as the CSU JOC program evolves over time. Rather than waiting on the need to schedule in-person training or relying on communication by memorandum, updates to existing e-learning modules or even short training snippets can be distributed via the LMS, ensuring that all stakeholders are informed and trained in an expedited manner.

Gordian will develop the LMS course content unique to CSU's program and will collaborate with CSU on the review and approval of that content before it is deployed.

Technical Support

The Gordian Group will provide ongoing technical support in a number of areas during the term of the contract. Specific technical assistance will include:

JOC Program Updates

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

- Provide CSU 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 CSU; further developing and implementing pre-award criteria; identifying new processes to further define contract requirements and contractor capabilities to ensure that CSU retains qualified JOC contractors; and customizing the JOC process and documents to meet the ever changing needs of CSU.
- 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 CSU staff to administer the JOC program.
- Conduct complete training sessions on an as needed basis for new CSU and JOC contractor staff in the execution of JOC and the use of the eGordian software.
- Conduct periodic refresher training sessions for existing CSU 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 CSU and participating agency staff and the JOC contractors to ensure that both parties are executing JOC in accordance with the established procedures.
- Assist CSU in dealing with the contractors to ensure that they have adequate and experienced staff and are meeting the terms of the contract.

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 CSU 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 an 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.

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 CSU and bring you unmatched control and time and money savings.

Work Samples

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 to which list a certain group of projects and the critical dates for each project. Reports can also be customized to provide information related to construction volume and duration at almost every level of project management. Through the reporting and evaluation of key performance indicators, CSU and Gordian will have a complete picture of each CSU campus's JOC program, as well as CSU's program as a whole, allowing both parties to assess and make improvements over time. Sample reports provided in this section include:

Tab A – Contract Tracking Report (All Campuses)

Tab B – Contract Tracking Report (By Contractor)

Tab C – Project Tracking Report

In addition to the customized management and tracking reports that can be created based on the key performance indicators identified by Gordian and CSU, Gordian can create customized forms that control the execution of the JOC program by incorporating the required information as set forth in each campus's Execution Procedures such as required approvals and signatures. The following are sample forms developed for the CSU Chancellor's Office under our current contract:

Tab D – Notice To Proceed

Tab E – Scope of Work

The program document that will drive the reporting and forms, and define the program requirements are the Execution Procedures, which we will review, update and customize for each CSU campus. An example of the Execution Procedures currently in use within the CSU system:

Tab F – Execution Procedures (San Francisco State)

Financials

A copy of TGG Sub, Inc.'s (Parent Company of The Gordian Group, Inc.) 2015 audited financial statements are included in a separate sealed envelope with this proposal marked as "Confidential." **These financial statements are provided to CSU 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 CSU personnel involved in evaluating this proposal. We respectfully request that you take all steps necessary to protect the confidentiality of our financial information.** The financial statements are only being provided in one (1) hard copy, and are not included with the electronic version of this proposal.

THE CALIFORNIA STATE UNIVERSITY
OFFICE OF THE CHANCELLOR
401 Golden Shore
Long Beach, CA 90670



Job Order Contract

CONTRACT TRACKING REPORT - BY CAMPUS

NTP Date Start From 05/01/2016 TO 09/01/2016

Contract #	Contractor	JO Number	Job Order Title	Job Order Value	DVBE %	NTP Date
Campus: Bakersfield						
RGC-AGI	Anderson Group International	JOC15-RGC-AGI-CSUB10.01	CSUB Botanical Garden	\$162,872.86	0.00%	5/2/16
Campus - Bakersfield Total :				\$162,872.86		
Campus: Chancellor's Office						
CN001440	New Creation Builders	16-RGS(NCB)-CSUCO-002.00	Window Replacement - State House	\$73,843.21	3%	6/27/16
CN001440	New Creation Builders	16-RGS(NCB)-CSUCO-002.01	Window Replacement - State House Supplemental	\$16,745.28	3%	7/15/16
CN001441	Vincor Construction, Inc.	16-RGS(Vincor)-CSUCO-003.00	Catalina Landing (330)	\$40,134.03	3%	6/24/16
CN001441	Vincor Construction, Inc.	16-RGS(Vincor)-CSUCO-001.01	TI - Catalina Landing Bldg 310 - Design	\$18,304.00	3%	5/3/16
CN001441	Vincor Construction, Inc.	16-RGS(Vincor)-CSUCO-001.03	TI - Catalina Landing Bldg 310 Supplemental - Furniture to be stored in bldg. 320	\$13,278.14	Waived%	8/10/16
CN001441	Vincor Construction, Inc.	16-RGS(Vincor)-CSUCO-001.04	TI - Catalina Landing Bldg 310 Supplemental - Teknion and Byrne Furniture Dismantling	\$6,902.62	Waived%	8/10/16
CN001441	Vincor Construction, Inc.	16-RGS(Vincor)-CSUCO-004.00	CO Building 3rd Floor IDF Room HVAC	\$37,306.40	3%	6/27/16
CN001441	Vincor Construction, Inc.	16-RGS(Vincor)-CSUCO-006	CO Bldg Patch Panel Upgrades (IDF Rooms)	\$82,199.95	3%	5/13/16
CN001441	Vincor Construction, Inc.	16-RGS(Vincor)-CSUCO-007.00	Dumke Screen Replacement	\$16,852.12	3%	5/16/16
CN001441	Vincor Construction, Inc.	16-RGS(Vincor)-CSUCO-007.01	Dumke Screen Replacement Supplemental	\$14,530.78	3%	8/3/16
CN001441	Vincor Construction, Inc.	16-RGS(Vincor)-CSUCO-008.01	Exterior Conduits/Fiber from CO to CL - Design	\$11,774.82	3%	6/23/16
Campus - Chancellor's Office Total :				\$331,871.35		
Campus: Chico State						
CN001451	PARC Specialty Contractors	16-RHAZMATN-CSUC-01	KNDL 207/209 Refresh	\$10,851.69	12.1%	5/17/16
Campus - Chico State Total :				\$10,851.69		
Campus: Dominguez Hills						
CN001444	Mission Paving and Sealing, Inc.	16-RGS(Mission)-CSUDH-002.00	Parking Lot 3 Repair (JOC-PKG-2016-005)	\$206,870.28	3%	7/13/16
CN001444	Mission Paving and Sealing, Inc.	16-RGS(Mission)-CSUDH-005.00	Parking Lot SHC	\$71,654.27	3%	7/13/16
CN001444	Mission Paving and Sealing, Inc.	16-RGS(Mission)-CSUDH-010.00	Toro Center Drive H	\$63,292.90	3%	7/13/16
Campus - Dominguez Hills Total :				\$341,817.45		
Campus: Fresno State						
RGC-DUR	Durham Construction Company, Inc.	15-RGC-CSUFR-007.07	CSU Fresno - Family Food Science 108 Supplemental_ 149.66 Credit	-\$2,993.20	0.00%	7/28/16
CN001438	Belfor USA Group, Inc	16-RGC-CSUFR-001.00	CSU Fresno - Modular Relocation	\$199,000.00	0.00%	6/23/16
CN001443	Doug Ross/DBA Central Valley Asphalt	16-RGC-CSUFR-0013.00	CSU Fresno - Conley ART Path of Travel	\$118,768.74	6%	7/13/16
CN001443	Doug Ross/DBA Central Valley Asphalt	16-RGC-CSUFR-0013.01	CSU Fresno - Conley ART Path of Travel Supplemental #1	\$1,847.50	6%	8/8/16

Job Order Contract

CONTRACT TRACKING REPORT - BY CAMPUS

NTP Date Start From 05/01/2016 TO 09/01/2016

Contract #	Contractor	JO Number	Job Order Title	Job Order Value	DVBE %	NTP Date
Campus: Fresno State						
CN001453	Durham Construction Company, Inc.	16-RGC-CSUFR-0015.00	CSU Fresno - Kinesiology Lighting	\$189,267.10	0%	7/18/16
CN001453	Durham Construction Company, Inc.	16-RGC-CSUFR-002.00	CSU Fresno - Kinesiology Field Re-Sod Project	\$434,325.04	3.3%	6/17/16
CN001447	Graham Prewett, Inc.	16-RGC-CSUFR-003.00	CSU Fresno - North Gym Re-Roof	\$384,347.15	6%	6/16/16
CN001447	Graham Prewett, Inc.	16-RGC-CSUFR-004.00	CSU Fresno - Social Science Roof Replacement	\$200,925.16	6%	6/16/16
CN001447	Graham Prewett, Inc.	16-RGC-CSUFR-005.00	CSU Fresno - University Center Re Roof	\$408,630.99	6%	6/16/16
CN001453	Durham Construction Company, Inc.	16-RGC-CSUFR-006	CSU Fresno - Bulldog Walk Improvements West	\$172,876.88	3%	6/27/16
CN001453	Durham Construction Company, Inc.	16-RGC-CSUFR-006.01	CSU Fresno - Bulldog Walk Improvements West Supplemental	\$8,406.33	3%	8/1/16
CN001447	Graham Prewett, Inc.	16-RGC-CSUFR-008.00	CSU Fresno - North Gym Roof Annex	\$100,726.99	6%	6/16/16
Campus - Fresno State Total :				\$2,216,128.68		
Campus: Los Angeles						
CN001449	MIK Construction, Inc.	16-RGS(MIK)-CSULA-001.00.00	Student Housing 3500 Rancho Castillo LA	\$147,917.70	0.00%	7/22/16
CN001441	Vincor Construction, Inc.	16-RGS(Vincor)-CSULA-001.02	Renovation - Simpson Tower Phase 2 Supplemental Window Shades	\$32,976.45	3%	6/15/16
CN001441	Vincor Construction, Inc.	16-RGS(Vincor)-CSULA-001.03	Renovation - Simpson Tower Phase 2 Supplemental Doors/ Window Glazing	\$70,605.63	3%	6/15/16
CN001441	Vincor Construction, Inc.	16-RGS(Vincor)-CSULA-001.04	Renovation - Simpson Tower Phase 2 Supplemental Infill Doors	\$2,492.86	3%	6/15/16
CN001441	Vincor Construction, Inc.	16-RGS(Vincor)-CSULA-002.00	Health Center - Seal Penthouse Floor	\$28,472.71	0.00%	8/15/16
Campus - Los Angeles Total :				\$282,465.35		
Campus: No Campus Input						
CN001439	Everlast Builders	16-RGC-CSUFR-0012.00	CSU Fresno - Conley Art 101	\$0.00	0.00%	8/24/16
CN001453	Durham Construction Company, Inc.	16-RGC-CSUFR-002.01	CSU Fresno - Kinesiology Field Re-Sod Project Supplemental	\$7,888.78	0.00%	8/1/16
Campus - No Campus Input Total :				\$7,888.78		
Campus: Northridge						
CN001450	Best Contracting Services, Inc.	16-RGS (Best Contracting) -CSUN-3000010069-001	CSUN Black House - Roof	\$41,297.45	3.0%	7/14/16
CN001441	Vincor Construction, Inc.	16-RGS (Vincor) -CSUN-3000010061-002.00	Live Oak Hall 1223 Geology Lab Renovation Project	\$205,390.27	3.0%	6/28/16
CN001441	Vincor Construction, Inc.	16-RGS (Vincor) -CSUN-3000010061-001.00	Eucalyptus Hall 2004 Geology Lab Renovation Project	\$355,615.60	3.0%	6/6/16
Campus - Northridge Total :				\$602,303.32		
Campus: Sacramento State						
CN001437	Everlast Builders	16-RGN-CSUS-01	Replace Suspended Ceiling at Various Locations in Library	\$506,363.71	3%	5/31/16
CN001437	Everlast Builders	16-RGN-CSUS-02	Remove Asbestos Overspray and Encapsulate Beams	\$564,839.65	3%	6/15/16
CN001437	Everlast Builders	16-RGN-CSUS-03	Provide Air Sampling and Oversight LIB I	\$38,863.44	3%	5/26/16
CN001437	Everlast Builders	16-RGN-CSUS-04.00	Sierra Hall Upgrades	\$39,486.81	4000050299%	8/16/16
CN001451	PARC Specialty Contractors	16-RHAZMATN-CSUS-001	Yosemite Hall Men's Locker Room Abatement	\$33,276.64	4000050403%	8/22/16
CN001451	PARC Specialty Contractors	16-RHAZMATN-CSUS-002	Abatement in Various Smart Classrooms CSUS	\$26,400.41	4000050404%	8/22/16
CN001451	PARC Specialty Contractors	16-RHAZMATN-CSUS-003.00	YSM Women's Locker Room	\$25,160.19	4000050414%	8/22/16

Job Order Contract

CONTRACT TRACKING REPORT - BY CAMPUS

NTP Date Start From 05/01/2016 TO 09/01/2016

Contract #	Contractor	JO Number	Job Order Title	Job Order Value	DVBE %	NTP Date
Campus: Sacramento State						
CN001451	PARC Specialty Contractors	16-RHAZMATN-CSUS-004.00	Santa Clara Hall Lead Remediation	\$276,129.89	4000050203%	8/10/16
Campus - Sacramento State Total :				\$1,510,520.74		
Campus: San Jose State						
CN001434	Belfor USA Group. Inc	16-IRN-SJSU-001.00	SJSU-CVB Flood	\$463,732.14	0.00%	8/5/16
CN001434	Belfor USA Group. Inc	16-IRN-SJSU-001.01	SJSU-CVB Flood Stairwells	\$0.00	0.00%	7/29/16
Campus - San Jose State Total :				\$463,732.14		
Grand Total:				\$5,930,452.36		



THE CALIFORNIA STATE UNIVERSITY
OFFICE OF THE CHANCELLOR
401 Golden Shore
Long Beach, CA 90670

Job Order Contract

CONTRACT TRACKING REPORT - BY CONTRACTOR

Contract Number	Contractor	Max Contract Value	Capacity Remaining	Expiration Date	Current Bond
CN001453	Durham Construction Company, Inc.	\$3,000,000.00	\$855,152.58	05/01/2017	\$3,000,000
	JOC Regional General (Central) - Durham Construction				
Campus	Job Order Number	Job order Title	Proposal Value	NTP	
Fresno State	16-RGC-CSUFR-0010.00	CSU Fresno - University Health Center	\$428,013.39		
Fresno State	16-RGC-CSUFR-0014.00	CSU Fresno - Conley Art 101	\$653,999.90		
Fresno State	16-RGC-CSUFR-0015.00	CSU Fresno - Kinesiology Lighting	\$189,267.10	7/18/16	
Fresno State	16-RGC-CSUFR-0016.00	CSU Fresno - Conley Arts Restroom Renovation	\$250,070.00		
Fresno State	16-RGC-CSUFR-002.00	CSU Fresno - Kinesiology Field Re-Sod Project	\$434,325.04	6/17/16	
No Campus Input	16-RGC-CSUFR-002.01	CSU Fresno - Kinesiology Field Re-Sod Project Supplemental	\$7,888.78	8/1/16	
Fresno State	16-RGC-CSUFR-006	CSU Fresno - Bulldog Walk Improvements West	\$172,876.88	6/27/16	
Fresno State	16-RGC-CSUFR-006.01	CSU Fresno - Bulldog Walk Improvements West Supplemental	\$8,406.33	8/1/16	
No Campus Input	16-RGC-CSUFR-007.00	CSU Fresno - Quad ADA Improvements	\$0.00		
Durham Construction Company, Inc. - CN001453 Total:					\$2,144,847.42
CN001451	PARC Specialty Contractors	\$500,000.00	\$128,181.18	04/24/2017	\$500,000
	JOC Regional Hazardous Material (North) - PARC Specialty Contractors				
Campus	Job Order Number	Job order Title	Proposal Value	NTP	
Chico State	16-RHAZMATN-CSUC-01	KNDL 207/209 Refresh	\$10,851.69	5/17/16	
Sacramento State	16-RHAZMATN-CSUS-001	Yosemite Hall Men's Locker Room Abatement	\$33,276.64	8/22/16	
Sacramento State	16-RHAZMATN-CSUS-002	Abatement in Various Smart Classrooms CSUS	\$26,400.41	8/22/16	
Sacramento State	16-RHAZMATN-CSUS-003.00	YSM Women's Locker Room	\$25,160.19	8/22/16	
Sacramento State	16-RHAZMATN-CSUS-004.00	Santa Clara Hall Lead Remediation	\$276,129.89	8/10/16	
PARC Specialty Contractors - CN001451 Total:					\$371,818.82
CN001447	Graham Prewett, Inc.	\$2,000,000.00	\$905,369.71	04/17/2017	\$2,000,000 31 Days
	JOC Regional Roofing (Central) - Graham Prewett				
Campus	Job Order Number	Job order Title	Proposal Value	NTP	
Fresno State	16-RGC-CSUFR-003.00	CSU Fresno - North Gym Re-Roof	\$384,347.15	6/16/16	
Fresno State	16-RGC-CSUFR-004.00	CSU Fresno - Social Science Roof Replacement	\$200,925.16	6/16/16	
Fresno State	16-RGC-CSUFR-005.00	CSU Fresno - University Center Re Roof	\$408,630.99	6/16/16	
Fresno State	16-RGC-CSUFR-008.00	CSU Fresno - North Gym Roof Annex	\$100,726.99	6/16/16	
Graham Prewett, Inc. - CN001447 Total:					\$1,094,630.29
CN001449	MIK Construction, Inc.	\$500,000.00	\$352,082.30	04/17/2017	\$500,000
	JOC Regional Roofing (South) - MIK Construction				
Campus	Job Order Number	Job order Title	Proposal Value	NTP	
Los Angeles	16-RGS(MIK)-CSULA-001.00.00	Student Housing 3500 Rancho Castillo LA	\$147,917.70	7/22/16	
No Campus Input	16-RGS(MIK)-CSULA-001.00.01	Student Housing 3500 Rancho Castillo LA Supplemental	\$0.00		

Job Order Contract

CONTRACT TRACKING REPORT - BY CONTRACTOR

Contract Number	Contractor	Max Contract Value	Capacity Remaining	Expiration Date	Current Bond
MIK Construction, Inc. - CN001449 Total:					\$147,917.70
CN001450	Best Contracting Services, Inc.	\$3,000,000.00	\$2,958,702.55	04/17/2017	\$3,000,000 76 Days
JOC Regional Roofing (South) - Best Contracting Services, Inc.					
Campus	Job Order Number	Job order Title	Proposal Value	NTP	
Northridge	16-RGS (Best Contracting) -CSUN-3000010069-001	CSUN Black House - Roof	\$41,297.45	7/14/16	
Best Contracting Services, Inc. - CN001450 Total:					\$41,297.45
CN001444	Mission Paving and Sealing, Inc.	\$3,000,000.00	\$2,472,685.34	04/11/2017	\$3,000,000
JOC Regional Paving (South) - Mission Paving					
Campus	Job Order Number	Job order Title	Proposal Value	NTP	
Dominguez Hills	16 RGD(Mission)-CSUDH-003.00	Parking Lot 4A Repair	\$0.00		
Dominguez Hills	16-RGS(Mission)-CSUDH 015.00	LCH LIB Parking Lot	\$0.00		
Dominguez Hills	16-RGS(Mission)-CSUDH-001.00	Parking Lot 1 Repair (JOC-PKG-2016-004)	\$185,497.21		
Dominguez Hills	16-RGS(Mission)-CSUDH-002.00	Parking Lot 3 Repair (JOC-PKG-2016-005)	\$206,870.28	7/13/16	
Dominguez Hills	16-RGS(Mission)-CSUDH-004.00	Parking Lot 4B	\$0.00		
Dominguez Hills	16-RGS(Mission)-CSUDH-005.00	Parking Lot SHC	\$71,654.27	7/13/16	
Dominguez Hills	16-RGS(Mission)-CSUDH-006.00	Parking Lot FH	\$0.00		
Dominguez Hills	16-RGS(Mission)-CSUDH-007.00	Parking Lot NSM	\$0.00		
Dominguez Hills	16-RGS(Mission)-CSUDH-008.00	Parking Lot COE	\$0.00		
Dominguez Hills	16-RGS(Mission)-CSUDH-009.00	Parking Lot SBS	\$0.00		
Dominguez Hills	16-RGS(Mission)-CSUDH-010.00	Toro Center Drive H	\$63,292.90	7/13/16	
Dominguez Hills	16-RGS(Mission)-CSUDH-011.00	Toro Center Drive G	\$0.00		
Dominguez Hills	16-RGS(Mission)-CSUDH-012.00	Toro Center Drive F	\$0.00		
Dominguez Hills	16-RGS(Mission)-CSUDH-013.00	Birchknoll Drive C	\$0.00		
Dominguez Hills	16-RGS(Mission)-CSUDH-014.00	Unity Drive D	\$0.00		
Channel Islands	CSUCI 16-17.0002.00	Chapel Dr. repave project	\$0.00		
Mission Paving and Sealing, Inc. - CN001444 Total:					\$527,314.66
CN001442	Doug Ross/DBA Central Valley Asphalt	\$500,000.00	\$475,053.18	03/28/2017	\$500,000
JOC Regional Paving (North) - Doug Ross					
Campus	Job Order Number	Job order Title	Proposal Value	NTP	
Fresno State	16-RGC-CSUFR-009.00	CSU Fresno - Barstow Rd Repave	\$0.00		
Sacramento State	16-RPVN-CSUS-001	Ramona Island Infill	\$24,946.82		
Sacramento State	16-RPVN-CSUS-002.00	Lot 7 North Paving Repair	\$0.00		
Doug Ross/DBA Central Valley Asphalt - CN001442 Total:					\$24,946.82
CN001443	Doug Ross/DBA Central Valley Asphalt	\$500,000.00	\$379,383.76	03/28/2017	\$500,000 22 Days
JOC Regional Paving (Central) - Doug Ross					
Campus	Job Order Number	Job order Title	Proposal Value	NTP	
Fresno State	16-RGC-CSUFR-0013.00	CSU Fresno - Conley ART Path of Travel	\$118,768.74	7/13/16	
Fresno State	16-RGC-CSUFR-0013.01	CSU Fresno - Conley ART Path of Travel Supplemental #1	\$1,847.50	8/8/16	
No Campus Input	CN001443-01.00	Seal & Restripe Parking Lot E	\$0.00		
No Campus Input	CN001443-02.00	ADA Improvements Parking Lot E	\$0.00		
No Campus Input	CN001443-03.00	Seal & Restripe Parking Lot F	\$0.00		



**CALIFORNIA STATE UNIVERSITY
SACRAMENTO**

Job Order Contracting

JOB ORDER TRACKING REPORT

Work Order Number	Title	PM	Joint Scope	RFP	Proposal			NTP	Const. Start	Const. End	Estimate Amount	Job Order Amount	
					Due	Recvd.	Apprvd.						
J12-11-E002	Mariposa Hall Fire Reconstruction	T.L.M		11/13/11	12/13/11	12/20/12	1/13/12	1/13/12	1/17/12	A 4/17/12	A	0.00	\$75,868.03
J12-11-E002.01	Change Order 1	T.L.M		4/25/12	4/27/12	4/30/12	4/30/12	4/30/12				0.00	\$27,033.52
J12-11-E002.02	Mariposa Hall Design Dept. Floor Sealant	T.L.M				10/29/12	10/29/12	10/31/12				0.00	\$25,070.00
J12-11-E002.03	Mariposa Hall Floor Cores	T.L.M				2/5/13	2/5/13	12/14/12	12/14/12	A 1/14/13	A	0.00	\$12,824.95
J12-11-E002.04	Mariposa Hall Fire Reconstruction Closeout	T.M		2/5/13	2/19/13	8/25/14	8/25/14	8/29/14	12/14/12	A 1/14/13	A	0.00	\$257,898.91
J14-12-0023.00	Sutter Hall SFM Corrections	R.E		2/20/13	4/1/13	4/19/13	5/7/13	5/10/13	5/28/13	A 7/27/13	A	550,000.00	\$530,043.99
J14-12-0023.01	Sutter Hall SFM CO-1 - Addenda	R.E		7/15/13	8/1/13			7/31/13	8/1/13	A 7/24/13	A	0.00	\$75,803.46
J14-12-0036.00	Sutter Hall HVAC	R.E		4/24/13	5/14/13	5/21/13	5/24/13	6/12/13	7/15/13	A 8/31/13	A	350,000.00	\$193,430.00
J14-12-0036.01	Sutter Hall HVAC Install	R.E	6/24/13	7/15/13	7/21/13	7/24/13	7/24/13	7/19/13	7/24/13	A 8/31/13	A	0.00	\$103,902.44
J14-12-0036.02	Sutter Hall HVAC - CO-1 - Addenda	R.E		8/15/13	8/21/13	10/3/13		7/19/13	7/24/13	A 8/31/13	A	0.00	\$58,161.38
J14-14-E001	Tahoe Hall Water Damage Reconstruction	T.M	2/25/14	2/24/14	3/10/14	6/20/14	6/23/14	6/24/14	6/24/14	A 7/24/14	A	0.00	\$184,601.32
J14-14-E002	AMC Water Damage Reconstruction	T.M	4/25/14	4/24/14	5/2/14	6/20/14	6/23/14	6/24/14	6/24/14	A 7/24/14	A	0.00	\$232,463.13
J15-13-0001.00	Install Sanitary Sewer at Riverfront Center	R.C.L	6/20/13	7/10/13	8/30/13	8/23/13	8/23/13	9/16/13	9/23/13	A 10/11/13	A	0.00	\$29,651.42
J15-13-0001.01	Dry Rot Mitigation	R.C.L	8/28/13	9/13/13	9/20/13	10/1/13	10/1/13	10/10/13	10/10/13	A 10/15/13	A	0.00	\$7,467.92
J15-13-0001.02	Dry Rot/Termite Mitigation	R.C.L	10/15/13	10/16/13	10/22/13	10/24/13	10/24/13	11/8/13	11/8/13	A 11/8/13	A	0.00	\$6,625.60
J15-13-0002.00	Sac Hall Annex Relocation	R.C.L	6/14/13	6/18/13	8/22/13	8/22/13	8/23/13	9/13/13	9/20/13	A 11/9/13	P	0.00	\$63,304.78
J15-13-0002.01	Sac Hall Annex Relocation Supplemental	R.C.L	8/28/13	9/13/13	9/20/13	10/1/13	10/1/13	10/10/13	10/10/13	A 12/6/13	P	0.00	\$64,999.33
J15-13-0002.02	Sac Hall Annex Relocation Supplemental-2	R.C.L	9/24/13	9/24/13	10/10/13	10/10/13	10/16/13	11/6/13	11/6/13	A 11/22/13	P	0.00	\$7,087.46
J15-13-0002.03	Sac Hall Annex Supplemental 3	T.M	11/6/13	11/6/13	11/19/13	11/19/13	11/21/13	1/16/14	1/16/14	A 1/30/14	A	0.00	\$5,976.47
J15-13-0002.04	Sac Hall Annex Supplemental 4 Unknown Utility Conflicts	T.M	12/2/13	12/12/13	12/17/13	12/18/13	12/19/13	1/16/14	1/16/14	A 1/30/14	A	0.00	\$12,495.61
J15-13-0003.00	University Union Lot 5 ADA Upgrades	D.R		8/29/13	9/11/13	10/3/13	10/4/13	11/12/13	11/18/13	A 12/4/13	P	0.00	\$52,420.60
J15-13-0003.01	University Union Lot 5 ADA Upgrades Supplemental	D.R		9/17/13	10/1/13	10/3/13	11/5/13	12/10/13	12/11/13	A 1/6/14	A	0.00	\$4,003.31

Campus Participation Agreement - Exhibit 3
RFP No. 150700 and Gordian Response

Work Order Number	Title	PM	Joint Scope	RFP	Proposal			NTP	Const. Start	Const. End	Estimate Amount	Job Order Amount	
					Due	Recvd.	Apprvd.						
J15-13-0004.00	Campus Fall Hazard Remediation	D.R		8/28/13	9/5/13	10/3/13	10/4/13	10/22/13	10/28/13	A 12/28/13	A	0.00	\$31,421.54
J15-13-0004.00	Campus Fall Hazard Remediation	D.R		8/28/13	9/5/13	10/3/13	10/4/13	10/22/13	10/28/13	A 12/28/13	A	0.00	\$31,421.54
J15-13-0005.00	Soccer/Softball Scoreboard Infrastructure	T.M		9/17/13	9/30/13	10/1/13	10/1/13	10/21/13	10/28/13	A 11/11/13	A	0.00	\$24,924.35
J15-13-0006.00	Sac Hall Lobby Remodel	T.M		10/7/13	10/28/13	12/17/13	12/18/13	12/18/13	12/23/13	A 1/24/14	A	0.00	\$75,789.57
J15-13-0006.01	CO-1 Sac Hall Lobby Scope Additions	T.M		1/20/14	2/21/14	2/21/14	2/21/14	3/27/14	3/27/14	A 4/10/14	A	0.00	\$8,795.88
J15-13-0007.00	AMC 138 (1005) and Police Kiosk Remodel	R.C.L	10/14/13	10/17/13	10/31/13	11/27/13	12/2/13	12/11/13	12/23/13	A 2/6/14	A	0.00	\$59,540.58
J15-13-0008.00	Baseball Field Resurfacing	R.E							11/4/13	A 11/22/13	A	0.00	\$0.00
J15-13-0009	Stadium Track Replacement	T.M		11/25/13	12/10/13	2/21/14	2/24/14	3/7/14	4/14/14	A 5/23/14	A	0.00	\$444,332.91
J15-13-0010	CDC HVAC Unit Replacement	T.M		12/18/13	12/19/13	12/20/13	12/20/13	1/27/14	1/6/14	A 1/24/14	A	0.00	\$58,275.71
J15-13-0010.01	CO-1 Fire Alarm, Engineering, Unit 1	T.M		1/8/14	1/17/14	2/18/14	2/25/14	3/27/14	3/27/14	A 4/3/14	A	0.00	\$18,142.13
J15-13-0011	Practice Track Mondo Replacement	T.M		11/25/13	12/10/13	2/21/14	2/24/14	3/7/14	4/14/14	A 5/23/14	A	0.00	\$165,567.55
J15-13-0011.01	Practice Track CO-1 Asphalt Rehabilitation	T.M		4/16/14	4/30/14	4/30/14	5/6/14	5/19/14	5/19/14	A 5/26/14	A	0.00	\$63,045.44
J15-13-0012	Capistrano ADA Corrections	T.M		2/10/14	3/17/14	3/14/14	3/14/14	3/28/14	6/2/14	A 8/21/14	A	0.00	\$283,448.78
J15-13-0012.01	Capistrano Hall ADA C.O. 1			5/27/14	6/4/14	6/4/14	6/5/14	6/17/14	6/17/14	A 7/1/14	A	0.00	\$5,003.58
J15-13-0012.02	Capistrano ADA Corrections-Additional Truncated Domes at Road	R.E		6/10/14	6/17/14	6/17/14	6/23/14	7/2/14	7/2/14	A 7/16/14	A	0.00	\$26,507.87
J15-13-0013	Broad Athletic Facility HVAC Upgrades	R.E							6/2/14	P 8/4/14	P	0.00	\$0.00
J15-13-0014	IRT Interim Cabling Contract	T.M		2/4/14	2/11/14	2/11/14	2/25/14	4/4/14	4/4/14	A 5/5/14	A	0.00	\$3,416.71
J15-13-0014.01	CO-1 Softball Cabling Work	T.M		2/11/14	2/11/14	2/14/14	2/25/14	4/4/14	4/4/14	A 5/5/14	A	0.00	\$1,761.93
J15-13-0014.02	CO-2 WELL Cabling Work	T.M		2/18/14	2/21/14	2/24/14	2/25/14	4/4/14	4/4/14	A 5/5/14	A	0.00	\$1,752.04
J15-13-0014.03	CO-3 Eureka 328 Cabling Work	T.M		2/24/14	2/28/14	2/26/14	2/26/14	4/4/14	4/4/14	A 5/5/14	A	0.00	\$2,468.25
J15-13-0014.04	CO-4 Riverfront Center Cabling Work	T.M		3/3/14	3/5/14	3/5/14	3/7/14	4/28/14	4/28/14	A 5/5/14	A	0.00	\$4,141.05
J15-13-0014.05	CO-5 Center for Collaborative Policy Cabling	T.M		3/5/14	3/10/14				3/17/14	A 3/24/14	A	0.00	\$0.00
J15-13-0014.06	CO-6 Eureka 301 Cabling Work	T.M		3/7/14	3/12/14				3/17/14	A 3/24/14	A	0.00	\$0.00
J15-13-0015	Stadium East Bleacher Structural Retrofit	T.M		4/1/14	4/9/14	4/10/14	4/10/14	4/28/14	4/16/14	A 6/16/14	A	0.00	\$179,848.63
J15-13-0015.01	CO-1 Lower Railing	T.M		6/12/14	6/16/14	6/16/14	6/16/14	6/27/14	6/16/14	A 6/23/14	A	0.00	\$8,516.40
J15-13-0016	Stadium Scrim Replacement	T.M		4/1/14	4/10/14	4/10/14	4/14/14	4/28/14	5/16/14	A 6/16/14	A	0.00	\$175,582.54
J15-13-0016.01	Stadium Scrim CO-1 Material Expedite	T.M		5/12/14	5/19/14	5/19/14	5/27/14	5/29/14	6/9/14	A 6/16/14	A	0.00	\$21,991.56
J15-13-0017	Press Box Structural Improvements	T.M		4/1/14	4/15/14	4/10/14	4/10/14	4/28/14	4/28/14	A 6/6/14	A	0.00	\$79,699.96
J15-13-0017.01	CO-1 - Roofing Mats and Vertical Post Replacement	D.R		6/4/14	6/4/14	6/4/14	6/17/14	6/27/14	6/23/14	A 6/30/14	A	0.00	\$4,464.47
J15-13-0019	AIRC 3006 and MND 1024 Seminar Rooms	T.L.M		4/11/14	4/18/14	4/15/14	4/17/14	5/30/14	5/30/14	A 8/28/14	A	0.00	\$27,499.85



THE CALIFORNIA STATE UNIVERSITY
OFFICE OF THE CHANCELLOR
401 Golden Shore
Long Beach, CA 90670

Job Order Contract
Notice to Proceed

To: Pedro Reyes
Project Manager
Vincor Construction, Inc.
218 Viking
Brea, CA 92821

Re: Live Oak Hall 1223 Geology Lab Renovation Project
Job Order#: 16-RGS (Vincor)-CSUN-3000010061-002.00

You are hereby authorized to proceed with the work for the project referenced above as outlined in the Request for Proposal dated 05/27/2016 and Final Scope of Work dated . However, you shall not proceed with this project unless you have also received a Job order Authorization signed by the Office of Contracts and Procurement. The schedule is as follows:

SCHEDULE

Construction Start:	06/28/2016
Project Duration:	72 Days
Construction Complete:	09/08/2016

Liquidated Damages

Liquidated Damages do not apply

COMPENSATION

The value of this job order is \$205,390.27.

Should you have any questions regarding this Job Order, please contact me at (818) 677-2561.

Sincerely,

Maureen Shideh, JOC Program Coordinator

Date

Attachments: Final Scope of Work



THE CALIFORNIA STATE UNIVERSITY
OFFICE OF THE CHANCELLOR
401 Golden Shore
Long Beach, CA 90670

Job Order Contract
Scope of Work

Date: August 26, 2016

Re: Live Oak Hall 1223 Geology Lab Renovation Project
Job Order No.: 16-RGS (Viincor)-CSUN-3000010061-002.00

Preliminary

Final

05/27/2016

A Preliminary Survey was conducted on for the purpose of determining the preliminary scope of work for the project listed above. As a result the following preliminary scope of work has been developed:

DETAILED SCOPE OF WORK

PROJECT NAME: Live Oak Hall 1223 Geology Lab Renovation Project

Project #: 16-RGS (Viincor)-CSUN-002.00

The scope of works includes all materials, tools, equipment, labor supervision and other necessary items to complete all the works for the renovation of Live Oak Hall 1223 Geology Lab per the Clerkin&Clerkin Issued for Plan Check Drawings dated 4/18/16.

Project Duration: 72 Days

Liquidated Damages: Liquidated Damages do not apply

The following checked items are to be included in the SOW:

- | | | | |
|---|---|----------------------------------|--|
| <input checked="" type="checkbox"/> Telecom | <input type="checkbox"/> Security | <input type="checkbox"/> Keying | <input type="checkbox"/> Fire, Life & Safety |
| <input type="checkbox"/> Toilet Accessories | <input type="checkbox"/> Interior Signage | <input type="checkbox"/> Permits | <input type="checkbox"/> Test & Balance |

Please reference the Request for Proposal additional information.

Pedro Reyes, Project Manager

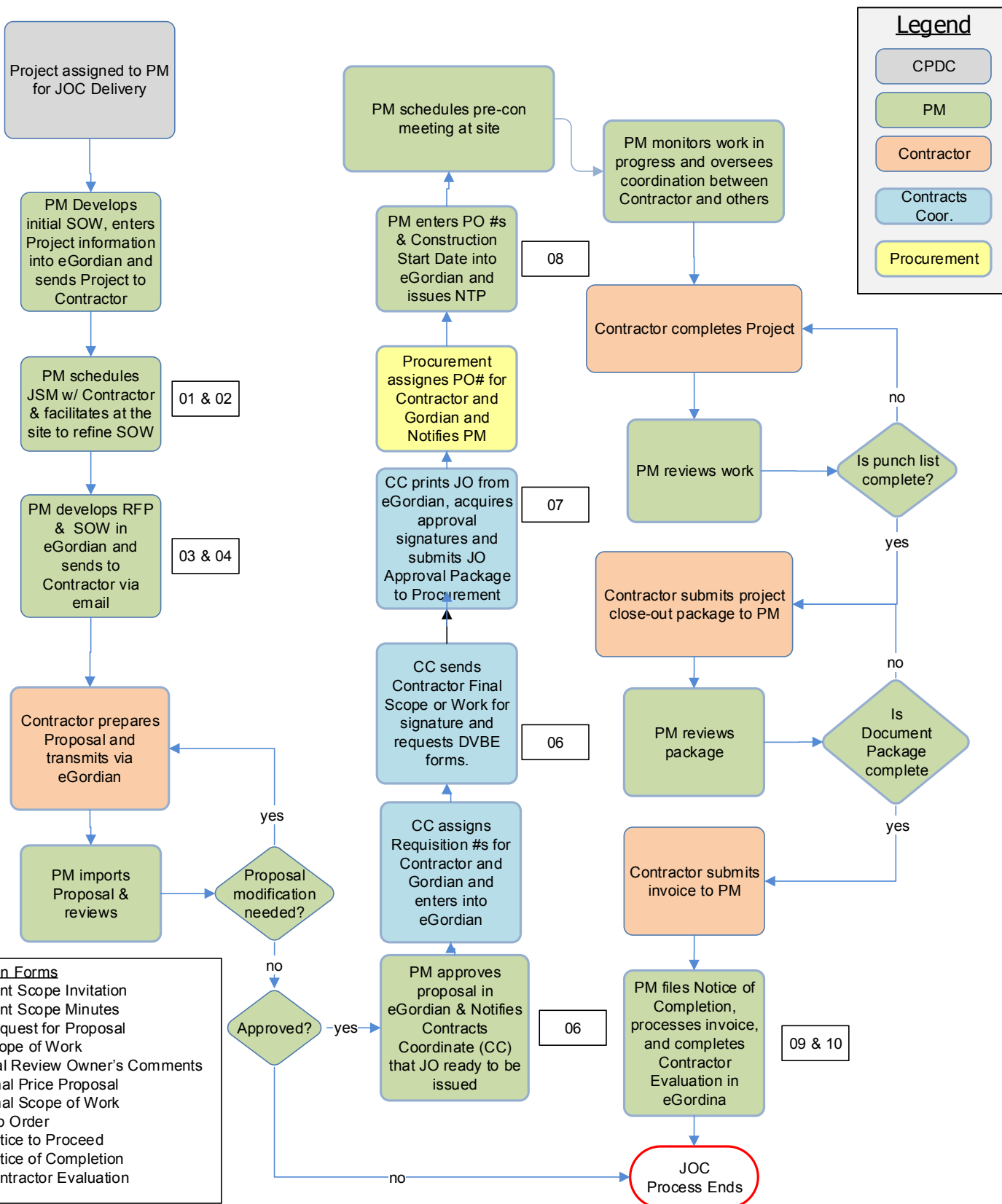
Date

Carlos Miranda,

Date

Capital Planning, Design and Construction

Job Order Contracting Roles & Responsibilities



SECTION

Cover Letter	1
Work Plan	2
Cost Proposal	3
Accessibility Statement	4
Voluntary Product Accessibility Template	A
Accessibility Roadmap	B
Appendix	
Critical Path Schedule.....	A
Completed Bidder Declaration, Appendix G	B
Completed Withholding Certificate, Appendix H	C

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 California State University ("CSU") 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 CSU 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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September 15, 2016

Ms. Verna Ale Paniani
Contract Services and Procurement
California State University, Office of the Chancellor
401 Golden Shore, 5th Floor
Long Beach, CA 90802-4210

Re: Phase II Response to Request for Proposal #150700
Statewide Job Order Contract System

Dear Ms. Paniani:

The Gordian Group, Inc. ("Gordian" or "The Gordian Group") is pleased to submit our Phase II Proposal towards the CSU Master Enabling Agreement for a Statewide Job Order Contract System, in response to RFP #105700 issued by the Office of the Chancellor, California State University ("CSU").

This Phase II proposal is submitted as outlined in the requirements per Sections 4 and 6 of the RFP.

The contact person for further discussion, clarification or to schedule an interview regarding this response, and the person authorized to contractually obligate The Gordian Group, is;

- Name: Ammon T. Leshner
- Address: 30 Patewood Drive, Suite 350, Greenville, SC 29615
- Title: Vice President of Legal Affairs
- Email: a.lesher@thegordiangroup.com
- Telephone: 800-874-2291

We possess the best personnel, software, and construction cost data in the industry, and look forward to discussing our proposal in greater detail. Our proposal includes a number of new initiatives designed specifically for the CSU JOC program that will be implemented in conjunction with CSU staff to ensure that the JOC program continues to deliver the maximum time and cost savings to all CSU campuses. We look forward to the opportunity to continue working with the California State University and Office of the Chancellor, and are committed to delivering the highest quality JOC products and services possible now and in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ammon T. Leshner".

Ammon T. Leshner
Vice President of Legal Affairs



Overview

The Gordian Group has been providing Job Order Contracting (“JOC”) solutions to help facility and infrastructure owners, like the California State University system (“CSU”), control and fast track their construction repairs and alterations for more than 26 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.

Since The Gordian Group is the firm that developed, implemented and currently supports CSU’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 CSU continues to have a successful JOC program. The steps we take to develop, implement and support our Gordian JOC Solution are described in detail below, including the ongoing support and maintenance tasks we currently provide to CSU, and will continue to provide under a new contract for JOC consulting services.

Our proposed Work Plan involves a myriad of steps to improve the current JOC program for CSU, as outlined on pages 21 - 33. However, while these improvements are being implemented many campuses will have active and ongoing JOC contracts to complete the necessary and critical work for their students and administrations. A significant benefit to selecting Gordian is the fact that there will be no disruption to the execution of construction that is part of the current JOC program. We will continue to support the current JOC program and JOC contractors and simultaneously perform the work we have already begun around the development of a comprehensive and robust training program that, once approved by the Chancellor’s Office, will become an integral part of CSU’s JOC program under our new contract.

As highlighted in Section 3 of our Phase I submission, we are proposing a major enhancement to our overall program approach and delivery of the CSU JOC Program. The introduction of a Senior Account Manager, who will serve as the CSU JOC Program Manager, will be a central figure in implementing and executing our proposed work plan outlined below. The model of the proposed JOC Program Manager will be to work closely with the Chancellor’s Office on a weekly basis, and visit the various campuses in a quality assurance/quality control role with each associated Account Manager. We firmly believe this model will provide the Chancellor’s Office with the macro overview of the JOC program and ensure the work plan we set forth is delivered and successful.

Our vision of CSU’s future JOC program is one that has been meticulously reviewed and improved to reflect the many years of experience and institutional knowledge within your organization. We will address each of your concerns with the current JOC program structure and make the necessary modifications to produce the optimal CSU

JOC program, delivering maximum time and cost savings throughout the CSU system.

Gordian JOC Solution®

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



With the Gordian JOC Solution, we will develop, implement and support CSU's JOC program. We will also provide the in-depth training necessary for your project management staff to properly develop Job Orders and execute individual projects through the JOC program.

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 detailed description of our approach to JOC is presented below.

Program Development

The Program Development process incorporates all the activities necessary to establish the structure of the CSU JOC program, taking into account the unique workflow and processes at each CSU campus that will utilize JOC. 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 each CSU campus in making educated decisions about the structure of its JOC program, from the minimum and maximum value of the contracts to the differentiation between individual Bid Factors. We will not reinvent the wheel or learn as we go. We will bring with us our experience and knowledge gained from supporting the CSU JOC program for the past 17 years.

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 each campus's general operating and organizational philosophies. 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?

- **DVBE/SBE 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 campus staff to identify and detail specific internal Execution Procedures that are compliant with applicable system wide processes and procedures. Each procedural step and policy will be fully documented in written Execution Procedures for the prevention of fraud, waste and abuse.

Document Development Process

The Gordian Group recognizes that each campus is unique and has proven that the best JOC results are achieved for CSU when the program is tailored to fit each campus's requirements. However, we also know that maximizing success and efficiency depends on creating standardized, high quality Contract Documents that can be utilized by each campus with minimal review and revision. To reach the highest level of success in efficiency, client control and cost savings, the CSU JOC program must have documents prepared and customized specifically to meet the CSU Chancellor's Office requirements that can then be distributed to each campus for utilization during the procurement of each JOC contract. This will ensure that best practices for JOC procurement and contracting will be utilized system wide, and minimize the effort required for each individual JOC contract procurement. **The Gordian Group will prepare all of the standard Job Order Contracting Documents for CSU** including the Construction Task Catalog, Technical Specifications, Contract and General Conditions, and Bid Documents. We will then ensure that these documents are used by each campus during the JOC procurement process. No other firm provides this level of service.

Gordian JOC Documents

- ✓ **Construction Task Catalog**
- ✓ **Technical Specifications**
- ✓ **Contract & General Conditions**
- ✓ **Bid Documents**

Construction Task Catalog and Technical Specifications

During the past 26 years, our team of experienced cost estimators led by Mike West, a Certified Cost Engineer, has prepared more than 3,000 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 data we have already compiled and cataloged specifically for the CSU JOC program, and its highly specialized work, are unmatched by any other construction data source in the world.

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

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 for each JOC solicitation. 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 CSU. These new tasks will be for the exact construction product or material that CSU requires for its projects including, if necessary, unique owner supplied material and equipment.

The production process of a new or updated Construction Task Catalog is a multi-step process. The Account Managers will notify the Construction Tasks and Specifications team that a CSU campus has requested a new Construction Task Catalog for an upcoming solicitation. When the construction tasks to be included have been selected, the geographical region is identified and selected for a cost basis. Prevailing Wage rates for that region are then selected as the labor cost basis, and the local equipment, material and disposal costs are collected from various sources within the region. Through this method Gordian is able to provide a customized, localized Construction Task Catalog quickly and economically. The methodology used for updating material costs utilizes a list of thousands of Material Price Indicators ("MPI"). Each MPI is constantly monitored for price fluctuations, and is updated accordingly when they occur. A team of cost researchers, dedicated solely to key material price research, constantly collects these key material prices, along with local equipment costs that are collected in close temporal proximity to each newly issued Construction Task Catalog. Every material found in the Construction Task Catalog can be traced back to the MPI that drives the ultimate material cost.

Labor, equipment and material costs, no matter how accurate, are often not how construction tasks are priced. Using sound cost engineering principles, Gordian's staff creates a "recipe" of ingredients for each construction tasks by utilizing a number of variables, which may include productivity rates, industry standards, manufacturer's specifications and a combination of experience and expertise, in order to develop a unit price for each construction task. A unit price is defined as the cost per unit of measure, which does not often align with the unit of measure associated with the purchase price of certain materials. Gordian's cost estimating experts understand all the factors necessary to developing accurate unit prices and incorporating localized prices. We know the Construction Task Catalog is a critical component in the success of any JOC program, and have perfected the process over the past 26 years that has ensured the success of more than 200 clients. Currently, the CSU system has 63 active JOC contracts across all campuses. Each of these JOC contracts is based on a customized, locally priced Construction Task Catalog compiled by Gordian and the applicable CSU campus that procured the JOC contract.

MINOR		TOTAL DIRECT		DEMOLITION
CSI	UOM	DESCRIPTION	UNIT COST	UNIT COST
		Exterior Improvements	32	32
		Bases, Ballasts, And Paving	32 10	
		Unit Paving	32 14	
32 16		Curbs, Gutters, Sidewalks, And Driveways (02 10)		
32 16 13		Curbs And Gutters (02 10)		
		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'.		
32 16 13 13		Cast-In-Place Concrete Curbs And Gutters (02 16 13)		
		Note: Includes delivered concrete, forms, rebar, chairs (where necessary), expansion joints, finish and curing.		
32 16 13 13-0001		Concrete Curb, Cast In Place (02 16 13 13)		
		Note: Includes delivered concrete, forms, rebar, chairs (where necessary), expansion joints, finish and curing.		
32 16 13 13-0002	LF	6" X 12" Cast In Place Concrete Curb	7.18	3.23
		For Up To 20, Add	4.03	
		For >20 To 50, Add	2.27	
		For >50 To >100, Add	0.88	
		For >500 To 1,000, Deduct	-0.88	
		For >1,000, Deduct	-1.50	
32 16 13 13-0003	LF	6" X 12" Cast In Place Concrete Curb - Radius	8.18	3.72
		For 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	

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. **The Gordian Group knows that a balanced, comprehensive JOC specific Construction Task Catalog is critical to the success of a JOC program.**



We use local prevailing wages and local material and equipment costs particular to each region where the campus is located (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 each campus location 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 CSU a more competitive price.

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.

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.

Gordian will work directly with each CSU campus to customize Construction Task Catalogs for each JOC contract solicitation. **CSU will save time and money and improve quality with a Construction Task Catalog that has been tailored to meet your needs, and the type of work to be performed under each JOC contract.** The Gordian Group has, and will continue to provide Construction Task Catalogs, employing CSI format, for each CSU campus 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 was provided at the following link in the Phase I proposal:

<https://www.dropbox.com/sh/z4pfb0ztczw7jv/AADLFxx8Nx6DqtwGYjTNXBYqa?dl=0>

Technical Specifications

We have prepared more than 3,000 sets of Technical Specifications specifically for JOC. The Technical Specifications will include the same CSI specification numbers as the applicable tasks, and 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 CSU the flexibility to standardize equipment and materials. Preferred vendors and suppliers can be incorporated into the Technical Specifications with each CSU campus having the final approval of "or equal" substitutions.

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 CSU 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 CSU. 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 assist CSU in the preparation and updating of all documents needed for CSU'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. 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 integrated and included in the Contract and General Conditions.

Document Preparation

The Gordian Group will prepare a draft set of Contract Documents for review by CSU. After incorporation of all comments, The Gordian Group will prepare a final set of Contract Documents in both electronic and hard copy and coordinate the distribution

and utilization of the documents by each CSU campus during the JOC contract solicitation process.

Procurement Support

This phase incorporates all the activities necessary to inform internal CSU 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 where needed. 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 CSU at both the Chancellor’s Office and individual campuses. 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 CSU 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 each CSU campus the very best qualified contractors at a meaningful, competitive price. The pre-bid seminars may be conducted once for each JOC contract procurement conducted by the campuses.

The Gordian Group will assist each CSU campus throughout the procurement process. In addition to the pre-bid activities outlined above, we will assist with establishing the process and procedure of evaluating bids and the contract awards, as requested by CSU.

eGordian®

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

Our eGordian 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 CSU 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 26 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 CSU 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.”

CSU will find that eGordian is extremely powerful and flexible when it comes to security, integration and reporting. 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.
- Users can upload project documents, drawings and pictures and associate them with a particular Job Order.
- 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

Dependable

In the immediately preceding 12 month period, eGordian's cumulative downtime is 12 minutes, with an uptime performance of 99.995%. Downtime occurs at 3 AM EST every three days and lasts 1-2 minutes. Software upgrades are performed approximately every 8 weeks, and occur only on Sundays. When the CSU needs access to eGordian to initiate, process or issue Job Orders, eGordian will be there.

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 through direct interaction and coordination with our customer support team, which is available 8 AM – 8 PM EST five days a week. When you need help, we are there.

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

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

Updates

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

Hardware Requirements

eGordian is unique in that it has practically no minimum hardware requirements. Since it is a web-based application, any computer device with access to the Internet can use eGordian. This includes smartphones and pads. A broadband connection of 1mbps or higher is recommended, and an internal processor speed of 1GHz or above. eGordian is also Mac compatible and can be accessed with the leading web-browsers Internet Explorer 9+, Chrome and Firefox.

eGordian 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. Gordian continues to improve and expand the features and capabilities associated with eGordian, having issued fourteen (14) new releases since October 2013. These added features include the following:

- Price Proposal Builder
- Job Order File Attachments
- Increased page load speeds
- Detailed Scope of Work Attachments
- Enhanced reliability
- Enhance search capabilities
- Task Collection Sharing
- Contract Notifications
- Job Order Wizard
- Price Proposal Builder Customization
- Calendar Integration
- Job Order History
- Photo upload and sharing capability
- Enhanced security
- Contractor Evaluation Surveys
- Job Order Creator

In addition to these features, there are many more currently in the development and testing phases, including an eGordian mobile application for smartphones and tablets, as well as an electronic signature feature that will enable clients and contractors to execute documents within eGordian, eliminating the need for printing and exchanging hard copies of contract documents.

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 DVBE/SBE participation, project logs, invoices, evaluations and tracking dates. The following is a description of each of eGordian's features and components.

- **Project Identification**

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

The screenshot displays the eGordian web application interface. At the top, the navigation bar includes 'eGORDIAN', 'Apps', 'Tools', 'ezQC', 'Help', 'AR', and 'Admin'. The current company is identified as 'CSU Chancellor's Office'. The main content area is titled 'New Job Order / Project Wizard' and contains several sections:

- Project Info:** A section for selecting an existing project, with a search field and a dropdown menu. Below this, there are fields for 'Project #:' (16-PGN-CSUS-0011), 'Project Title:', 'Project Status:' (a dropdown menu), and 'Project Admin:' (Kyle Asire).
- Job Order Info:** A section for entering job order details.
- Choose Contract:** A section for selecting a contract.
- Files & Pictures:** A section for uploading files and pictures.

At the bottom of the wizard, there are 'Previous', 'Next', and 'Create the Job!' buttons. Below the wizard, a table lists existing job orders:

Project Number	Description	Amount	Status	Date
16-RGC-CSUFR-0010	16-RGC-CSUFR-0010.00 CSU Fresno - University Health Center	\$428,013.39	Proposal Approved	8/23/2016
16-RGS (Best Contract)	16-RGS (Best Contract) CSUN Black House - Roof	\$41,297.45	Construction Start date	8/15/2016
16-RGS (Vincor)-CSU	16-RGS (Vincor)-CSU Live Oak Hall 1223 Geology Lab Renovation Project	\$205,390.27	Notice to Proceed	8/2/2016

The footer of the application includes 'Chat Support | Email Support | All Rights Reserved ©2016 The Gordian Group, Inc.' and a system tray with various icons.

- **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.

The screenshot displays the eGordian software interface. At the top, there is a navigation bar with 'eGORDIAN' and menu items: 'Apps', 'Tools', 'ezQC', 'Help', 'AR', 'Admin'. On the right, it says 'Show All Companies' and 'Current Company:'. Below this is a search bar with the prompt 'Locate the line item by entering a CSI Number, Description, or Note:'. There are also input fields for 'Install Qty.', 'Demo Qty.', and 'Review Note'. A 'Show 100 Line Items Per Page' dropdown is visible. The main area is a table with the following columns: checkboxes, Type, Section, CSI Number, Description, UOM, Install Qty., Demo Qty., Line Total, and Review Note. The table contains several rows of data, including items like 'Surveyor', 'Flaggerperson For Traffic Control', '8' Broom Sweeper With Full-Time Operator', '5' Maximum Trench Depth, Ride-On Trencher With Full-Time Operator', '100 Ton Lift Hydraulic Crane With Full-Time Operator', '13 CY Rear Dump Truck With Full-Time Truck Driver', '3,000 Gallon Asphalt Prime Coat Distribution Truck With Full-Time Truck Driver', 'Temporary 400 Amp Panelboard Complete With Up To 42 Branch Circuits, 120/208 Volt', '4' Wide, 6' High, Temporary Chain Link Fence Gate, Up To 6 Months', and '12' Wide, 6' High, Temporary Chain Link Fence Gate, Up To 6 Months'. At the bottom, there is a footer with 'Chat Support | Email Support | All Rights Reserved ©2016 The Gordian Group, Inc.' and a Windows taskbar.

Checkboxes	Type	Section	CSI Number	Description	UOM	Install Qty.	Demo Qty.	Line Total	Review Note
<input type="checkbox"/>	X	01	01 22 20 00-0076	Surveyor	HR	64	0	\$5,568.00	Delete Item - Part of
<input type="checkbox"/>	X	01	01 22 20 00-0090	Flaggerperson For Traffic Control	HR	96	0	\$5,846.40	
<input type="checkbox"/>	X	01	01 22 23 00-0244	8' Broom Sweeper With Full-Time Operator	DAY	4	0	\$3,891.80	
<input type="checkbox"/>	X	01	01 22 23 00-0545	5' Maximum Trench Depth, Ride-On Trencher With Full-Time Operator	WK	1	0	\$7,711.75	Delete Item
<input type="checkbox"/>	X	01	01 22 23 00-0865	100 Ton Lift Hydraulic Crane With Full-Time Operator	DAY	2	0	\$5,985.25	
<input type="checkbox"/>	X	01	01 22 23 00-1087	13 CY Rear Dump Truck With Full-Time Truck Driver	DAY	0	0	\$0.00	Delete Item
<input type="checkbox"/>	X	01	01 22 23 00-1087	13 CY Rear Dump Truck With Full-Time Truck Driver	DAY	0	0	\$0.00	Delete Item
<input type="checkbox"/>	X	01	01 22 23 00-1112	3,000 Gallon Asphalt Prime Coat Distribution Truck With Full-Time Truck Driver	DAY	0	0	\$0.00	Delete Item
<input type="checkbox"/>	X	01	01 51 13 00-0014	Temporary 400 Amp Panelboard Complete With Up To 42 Branch Circuits, 120/208 Volt	EA	1	0	\$2,789.30	
<input type="checkbox"/>	X	01	01 56 26 00-0033	4' Wide, 6' High, Temporary Chain Link Fence Gate, Up To 6 Months	EA	1	0	\$243.74	
<input type="checkbox"/>	X	01	01 56 26 00-0033(0047)	For Shade Cloth, Add	MOD	1	0	\$27.75	
<input type="checkbox"/>	X	01	01 56 26 00-0035	12' Wide, 6' High, Temporary Chain Link Fence Gate, Up To 6 Months	EA	2	0	\$866.59	

- **Submittals**

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

- **Subcontractors and DBE/DVBE/SBE**

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

- **Invoice**

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

- **Evaluation**

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

- **Tracking Dates**

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

- **Forms**

Forms are driven by 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.

The screenshot shows the eGordian software interface. On the left is a navigation pane with a tree view of project tasks. The main area displays a 'Job Order Authorization Package Cover Sheet' form. The form header includes the California State University logo and the Office of the Chancellor's address. The form contains the following text:

Job Order Contract
Job Order Authorization Package Cover Sheet
 Date: August 26, 2016
 Re: CSU Fresno - University Health Center
 Job Order Number - 16-RGC-CSUFR-0010.00

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

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

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

Job Authorization Package Checklist

Yes	No	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cover Sheet
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Job Authorization Form
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Signed Final Scope of Work (original)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Contractor's Proposal Cover Sheet (original)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Contractor's Proposal Detail (original)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Subcontractor Compliance (original)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D/VBE Good faith Effort Form (original)*
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Notice of Planned Construction Form

* If the D/VBE goal has been attained for this project or for the overall contract this form is not necessary

- **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. Sample management reports are included at the end of this section.

- **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.

For the benefit of the evaluation committee we have created a sample user account in eGordian for your use. The sample account has been set up using the customized Construction Task Catalog created for San Diego State University this year, with preset adjustment factors of 1.0000 for normal working hours, and 1.2500 for other than normal working hours. You can access the user account by visiting www.eGordian.com and entering the following information under the "Log In" selection.

Username: demoaccount

Password: Welcome1

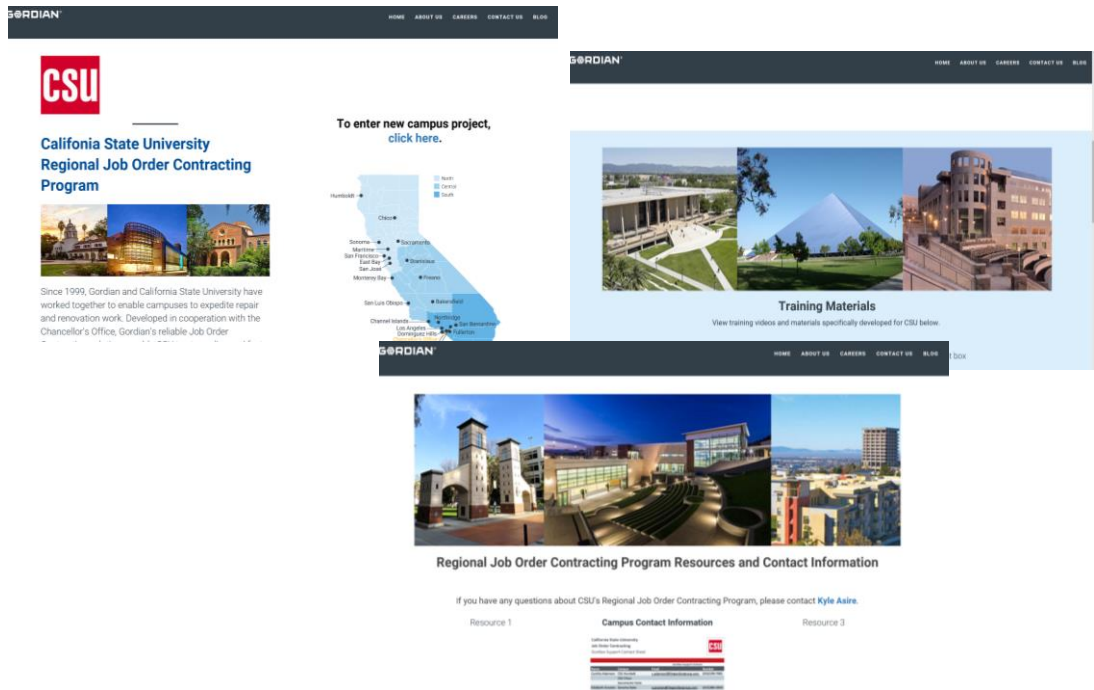
Implementation & Work Plan

We have developed a work plan that outlines the programmatic and holistic approach to implementing the JOC program that fully responds to the needs and concerns of CSU. Our approach will be based on integrated collaboration with the Chancellor's Office and refined at the individual campus level. Our work plan model will be grounded in the environment of planning, training, execution, and monitoring & reporting.

The coordinated improvement of the CSU JOC program will begin with a collaborative planning phase. Upon receipt of a Notice of Award, Gordian will mobilize quickly to meet with your program stakeholders in the spirit of developing a JOC program charter that will be used to guide each element of the JOC program going forward. Such elements will include: 1) developing programmatic guidelines; 2) establishing key performance indicators that will help define success with benchmark data; and 3) conducting campus surveys to better understand areas for improvement. The work required to make these improvements has already begun as part of our current support services, and we can provide the feedback we have received to date to

accelerate this component of the planning phase. The creation and publication of a JOC program charter will serve as the roadmap for how the CSU JOC program will be executed throughout the CSU system.

In the execution phase, Gordian's project team will conduct a contract kick-off meeting with each campus. These kick-off meetings will provide the opportunity for Gordian and campus stakeholders to discuss elements of the current JOC program that need to be updated and improved, as well as to discuss the implementation of the improvements already in progress as described in the Work Plan table below. The meetings will center on updates to the Construction Task Catalog and Technical Specifications to ensure the most current campus standards are reflected and that the JOC Execution Procedures reflect best practices and processes approved by the Chancellor's Office. The overall goal of this meeting, and the execution phase in general, will be to provide a blueprint for transitioning from past practices to the improved JOC program structure that will optimize the returns from the JOC process. To facilitate the seamless execution of the tasks described below, we have updated and refreshed the CSU JOC landing page that incorporates the latest elements of the program and we will work with the campuses to ensure they are aware of, and understand, all of the resources available to them through this platform. Below are a few screen shots from the updated sections of the website:



The table describes our general steps we propose as part of the work plan but, of course, will be refined based on further coordination with CSU. Because Gordian presently provides JOC support to CSU, we are uniquely positioned to immediately begin to support the System and focus our efforts on the enhancement and

improvement elements of the work plan, which will allow the campuses to quickly reap the benefits of the process.

Task	Description	Proposed Timeline	Deliverable
CURRENT JOC PROGRAM			
Implementation Phase			
1.	Ongoing support of current JOC program and contracts	Ongoing	"N/A"
Training Development Phase			
1.	Define CSU curriculum requirements	Aug. 12 – Aug. 19	Training modules defined
2.	<i>JOC 101</i> module development	Aug. 22 – Sep. 16	Module loaded to MyAbsorb LMS
3.	<i>Using the CTC/Proposal and CSU General Conditions, Standard JOC Process, Standard Forms and Reports</i> module development	Sep. 13 – Sep. 30	Modules loaded to MyAbsorb LMS
4.	<i>Using eGordian</i> module development	Oct. 3 – Oct. 14	Module loaded to MyAbsorb LMS
5.	<i>eGordian Admin Training and eGordian Invoicing Training</i> module development	Oct. 7 – Oct. 21	Modules loaded to MyAbsorb LMS
6.	<i>Gordian AM Campus Support and Reporting, CSU Staff, and CSU Contractor</i> module development	Oct. 17 – Oct. 26	Module loaded to MyAbsorb LMS
7.	Full curriculum review and modifications	Oct. 27 – Oct. 28	Finalized modules.
8.	Final delivery, all modules	Oct. 31	All modules deployed.

FUTURE JOC PROGRAM			
Planning Phase			
1.	Notice of Intent to Award to Gordian from CSU	Oct. 3	
2.	Meet and discuss proposed implementation plan	Oct. 3	
3.	Review and collaborate on the program team	Oct. 4 – Oct. 10	
4.	Develop and adopt programmatic guidelines that will define monitoring & reporting elements	Oct. 6 – Oct. 19	SUAM specific JOC forms and reports
5.	Review and refine proposed training program for all program stakeholders including: (1) Gordian AMs, (2) CSU Representatives, and (3) Contractors to include JOC Certification	Oct. 17 – Oct. 28	Customized outline of training manual for each stakeholder group
6.	Define program success through key performance indicators (KPIs)	Oct. 4 – Oct. 17	Provide agreed upon KPIs for project files
7.	Conduct individual campus reviews (through campus visits, interviews and surveys) to ascertain key feedback for program refinement and improvement	Aug. 12 – Sep. 22	Summary of findings document
8.	Formally adopt the approved CSU JOC program implementation strategy and develop messaging of the rollout to the CSU System	Oct. 31	Produce CSU JOC Program Charter
Training Phase			
1.	Initiate training roadshow program that fully details the training objectives and tools for the stakeholders.	Nov. 11 - Mar. 6	Training schedule

2.	Review overall training curriculum for enhancements	Mar. 7 – May 29	Training Curriculum plan update
3.	Provide year-end training report that exhibits the number of hours invested in training across the CSU JOC Program	Oct. 31 2017	Year End Training Summary
Execution Phase			
1.	Campus Kick Off Meetings - Update required CTC and Specification for next round of contracts	Oct. 3, 2016 – Oct. 27, 2017	Formally updated and approved set of CSU standards and specifications
2.	Campus Kick Off Meetings - Integrate standardized eGordian forms and reports and any SUAM reporting elements	Nov. 1, 2016 – Oct. 30, 2017	SUAM Forms
3.	Campus Kick Off Meetings - Revise and update current JOC procedures, processes and flow charts	Nov. 1, 2016 – Oct. 30, 2017	Formally updated and adopted JOC procedures and process flow charts
4.	Perform compliance check and feedback from our “Customer Success” representative	Oct. 3, 2016 – Oct. 27, 2017	Customer Success Feedback Report
Program Monitoring & Reporting Phase			
1.	Chancellor’s Office (CO) - Convene regularly scheduled meetings to review previously established KPIs with CSU designated Account Manager (Ongoing and monthly formally)	Oct. 3, 2016 – Oct. 27, 2017	Meeting minutes with clear follow up and action items
2.	CO - Review tracking reports that provided aggregated data across the CSU System on JOC Performance (monthly and quarterly)	Oct. 3, 2016 – Oct. 27, 2017	Gordian prepared management report
3.	CO – Review trends and best practice information in the spirit of standardization and process improvement (monthly and quarterly)	Oct. 3, 2016 – Oct. 27, 2017	Meeting minutes with clear follow up and action items

4.	Campuses – Provide campus with regular monthly performance reports	Oct. 3, 2016 – Oct. 27, 2017	Gordian prepared management report
5.	Campuses – Establish and conduct quarterly/semi-annual training classes and online modules for stakeholders	Mar. 7, 2016 – Nov. 1, 2017	

Meeting the proposed schedule will require working as a team. Timely responses from CSU staff to our requests for information, scheduling, 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. A proposed Critical Path Schedule for CSU can be found in the Appendix of this proposal.

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 CSU, and its campuses, assume the following duties and responsibilities:

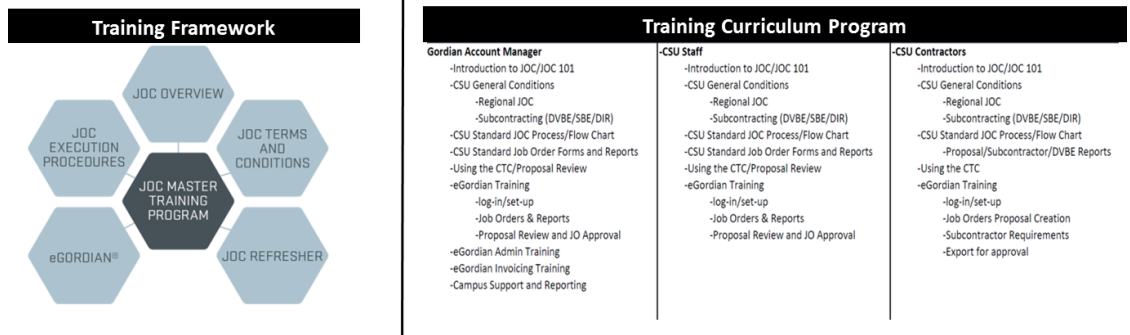
1. Review all documentation and requests for information submitted by The Gordian Group in a timely manner.
2. Provide full information regarding requirements for the JOC program, including but not limited to, facilities lists, current Owner procedures, programs, technical specifications and bidding 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 support staff 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.

The Critical Path Schedule included in the Appendix sets forth the proposed implementation schedule for CSU’s JOC program, including preparation of the contract documents, advertisement and pre-bid process, and award of the JOC contracts. The time for completion of project specific tasks is highly dependent on a number of factors, including coordination of meeting schedules and the time required by CSU staff to review documents and provide requested feedback.

Training

As described on pages 4.19 – 4.22 of the Phase I proposal, 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 CSU and JOC contractor staff will receive specialized training.

Like many professional services firms, the individual and collective experience and expertise of our people is our most valuable asset. To ensure the continuing value of this asset, Gordian emphasizes training and continuing education for both its staff as well as client and JOC contractor staff. Over the past several months we have listened carefully to CSU's concerns regarding training across the CSU JOC program and, in response, we have developed a comprehensive and robust training program as part of the new JOC program rollout that is based on the following framework and curriculums that we plan to implement in collaboration with the Chancellor's Office.



Through an innovative online training tool, the Absorb Learning Management System ("ALMS"), we have already developed an approach to provide training to the various stakeholders associated with the CSU JOC program. The training will be focused on three primary groups, as further described below.

CSU Gordian Account Managers

We will convene an internal meeting in the beginning of November (prior to training with CSU staff and JOC contractor staff) with all of the Gordian Account Managers assigned to a CSU account and conduct a full-day intensive training class that will focus on the items enumerated on the agenda including special emphasis on the CSU JOC program charter and the unique aspects of doing business within CSU and specialized JOC contractor training. We will spend the entire day to ensure the Account Managers fully understand and embrace what it means to support the CSU JOC program, while implementing best practices and standards that are developed in the planning phase described above. An example of the level of detail we will address is:

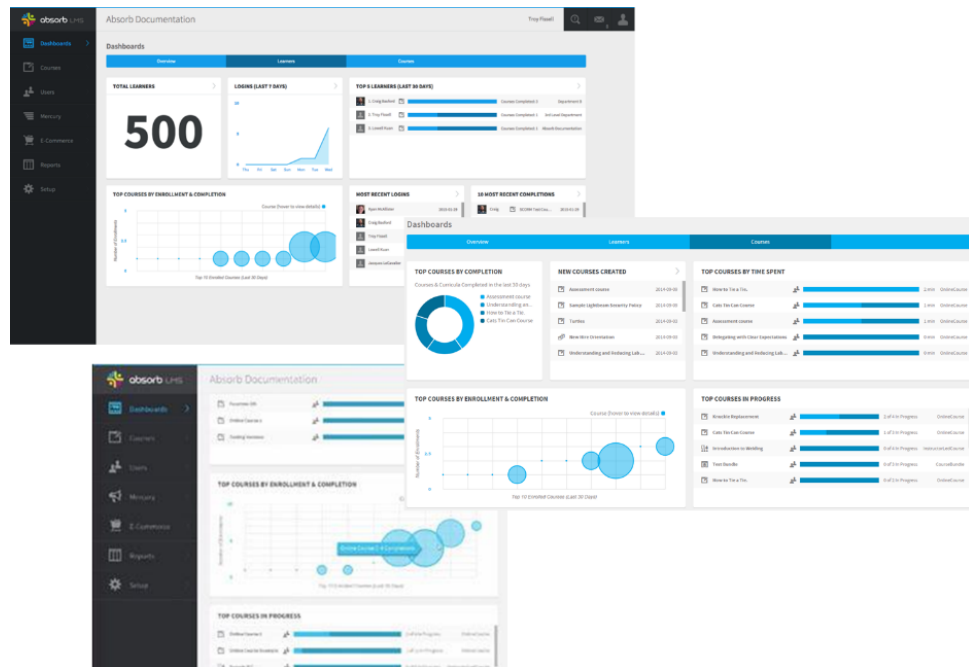
- Gordian will perform an in-depth review of the CSU General Conditions that includes strategies on how to train CSU JOC contractors at each campus compared with the Regional JOC contractors. We will also train our staff on CSU specific best practices including the appropriate number of JOC contracts that should be awarded for each bidding cycle. We will also include appropriate pre-qualification language, as vetted and approved by the

Chancellor's Office, to assist in the campus creating an ideal environment for the JOC program.

In addition to the initial training session, we will design refresher training courses on a semi-annual basis for Gordian Account Managers to keep them apprised of any JOC program updates and best practice enhancements. To formalize the process, we will utilize ALMS to highlight and record a baseline level of competency for our staff. Lastly, anytime a new Account Manager is introduced into the CSU system, they will be required to take the one-day training course and demonstrate the level of comprehension expected of all Account Managers associated with the CSU JOC program.

CSU Staff Training

Upon completion of the Gordian Account Manager training, we will train CSU staff to ensure proficiency in the JOC program so they are empowered with the requisite knowledge and understanding of the JOC system. We will begin the training program with a JOC 101 overview to re-establish the fundamentals of JOC in the CSU system. At the onset of the training phase, we will schedule and conduct a training roadshow to ensure training sessions are conducted at each campus. We propose a full-day, in-person training course including written and electronic exercises. In addition, we will review and train in accordance with each campus's Execution Procedures to ensure a clear understanding of how the JOC process works, and how to navigate potential challenges and conflicts. Aside from the initial kickoff training session, we will provide refresher training in the form of continuing education delivered through ALMS and content-specific courses such as "How to Review a Price Proposal" using eGordian. To demonstrate that CSU staff have engaged in and completed the requisite training, we will track and report on course completion and performance as requested by each campus. Sample dashboards and other analytical data that can be delivered via ALMS is shown below.



JOC Contractor Staff

As the final phase of the training rollout, we will train CSU JOC contractors on the development, execution and management of work through the CSU JOC program, which will produce better results for each campus. We propose to train the JOC contractors within several days of contract award. This initial training will encompass an introduction to JOC and an education on how to perform JOC at the applicable CSU campus. The training will emphasize on those elements that are often challenging for JOC contractors including, but not limited to, proper proposal development and the interpretation and application of the "Big Note." This will facilitate compliance with the terms and conditions of the JOC contract and reduce the administrative burden on CSU staff when dealing with these types of issues during the JOC contract term. In addition, we will provide ongoing training for new and existing JOC contractor staff through a combination of in-person and online training courses. We will also train JOC contractors on inputting and reporting critical items such as the tracking and utilization of DVBE requirements.

The improved training program will be comprised of multiple training modules and the integration of ALMS to track training participation and comprehension across the three primary groups responsible for ensuring the success of the CSU JOC program. The training sessions will be unique to the CSU program, will include hands-on exercises using actual CSU projects, and will not be "canned" sessions. The total number of classroom hours will depend on the experience, ability and performance of the students within each course, and the amount of staff turnover experienced by CSU and the JOC contractors.

Technical Support

The Gordian Group will provide ongoing technical support in a number of areas during the term of the contract. Specific technical assistance will include:

- ✓ **JOC Program Monitoring and Reporting**
- ✓ **JOC Program Updates**
- ✓ **Contract Implementation and Support**
- ✓ **Software Support and Maintenance**

JOC Program Monitoring and Reporting

To ensure that we are attaining the goals set through the identification and integration of key performance indicators during the planning phase, Gordian will adopt and implement a very aggressive monitoring and reporting protocol that will seek to provide CSU with valuable program feedback. The information provided will include data across a number of indices such as the number of Job Orders issued system-wide in a given time period, the types of contracts being utilized by campus, the capacity used/remaining for each contract and individual contractor evaluations by campus project managers. Gordian's designated CSU account representative will monitor and review key performance indicators, and other analytics, with the

Chancellor's Office to identify and understand trends to help inform and drive a proactive management approach. We have already begun this process by working with the Chancellor's Office to provide key system-wide data such as DVBE utilization. As a result, we have already identified and determined potential shortcomings in the current process and are researching potential solutions.

JOC Program Updates

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

- Provide each CSU campus with updated JOC Contract Documents for all new JOC contracts and JOC re-bids. This support will include: updating Construction Task Catalogs and Technical Specifications; monitoring recent changes and recommending improvements to the Contract and General Conditions to clearly specify the requirements of CSU; further developing and implementing pre-award criteria; identifying new processes to further define contract requirements and contractor capabilities to ensure that CSU retains qualified JOC contractors; and customizing the JOC process and documents to meet the ever changing needs of each CSU campus.
- 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 CSU staff to administer the JOC program.
- Conduct complete training sessions on an as needed basis for new CSU and JOC contractor staff in the execution of JOC and the use of the eGordian software.
- Conduct periodic refresher training sessions for existing CSU 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 CSU and participating agency staff and the JOC contractors to ensure that both parties are executing JOC in accordance with the established procedures.
- Assist CSU in dealing with the contractors to ensure that they have adequate and experienced staff and are meeting the terms of the contract.

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 CSU 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.

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® 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® 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

Training Support

- 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
- Write, test and finalize new reports, as requested
- Provide toll free software telephone support

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 web-based technology, and expert human resources, we have the tools you need. The Gordian Group will improve and continuously support a JOC solution for the CSU system and bring unmatched control and cost savings to all of your campuses.

Our program is based on the concept of shared success. We succeed only if you do. We are excited about the opportunity to continue providing a customized Gordian JOC solution with its many benefits for the California State University System. Please visit www.TheGordianGroup.com to learn even more.

Gordian JOC Solution™ License Fee

A significant benefit of The Gordian Group's approach to providing our JOC solutions is that we do not charge an upfront fee to develop and implement a client's JOC program. Because we developed and implemented the Gordian JOC Solution for CSU under a previous contract, there will be some efficiencies gained in the development and implementation phase as we evaluate and improve upon the JOC program currently in place. Since Gordian's original development and implementation of CSU's JOC program, we have continued to invest in and improve upon our proprietary software and data including, most notably, the recent development of eGordian, our newest version of JOC software. Our eGordian software, which is now implemented for all clients, is the product of years spent researching, developing and creating the most powerful and flexible JOC software system available.



Our current standard license fee ("License Fee") for the Gordian JOC Solution services, which includes all of the services we currently provide to CSU, includes a client paid License Fee ("Client License Fee"), and a fee paid by the JOC contractor ("Contractor License Fee") for their access to our JOC applications and construction cost data. Our standard Client License Fee is 5% of the first \$8,000,000 in construction volume procured through each independent JOC program, and a reduced fee of 1.95% of the value of construction work procured thereafter. Since CSU is an existing client, and in recognition of the value we place on our relationship with CSU, Gordian will waive the initial fee for each campus within the CSU system and offer uniform pricing system-wide.

In addition, Gordian has developed a volume discount for CSU based on the annual volume of construction procured through the JOC program system-wide. Unlike the previous discount structure, which was based on the annual volume of each campus, this discount will be determined by the total volume of construction procured across all 23 campuses. The discount is determined by the volume of construction that procured in the immediately preceding 12 month period, and may vary from year-to-year based on the construction procured by the campuses during each contract year.

Under the new contract, the Client License Fee discount will be determined according to the Annual Volume Discount Table provided below:

Annual Volume	Discount	Approximate Discounted Rate
+\$0 - \$15MM	0%	1.95%
>\$15MM - \$20MM	5%	1.85%
>\$20MM - \$25MM	10%	1.76%
>\$25MM - \$35MM	13%	1.70%
>\$35MM - \$45MM	15%	1.66%
>\$45MM - \$55MM	17%	1.62%
>\$55MM - \$70MM	19%	1.58%
>\$70MM	20%	1.56%

In the preceding 12 month period ending September 1, 2016, the CSU system has procured approximately \$74,500,000 in construction volume through the JOC program. Using this annual volume, Gordian proposes to provide the maximum discount available to CSU at the following fee:

Client License Fee: One and Ninety-Five Hundredths Percent (1.95%) of the value of work ordered through the JOC program, discounted by 20% for each invoice, resulting in an effective rate of approximately One and Fifty-Six Hundredths Percent (1.56%).

The discount provided to CSU will be for the initial year of our new contract, and apply to work ordered from contracts subject to the Contractor License Fee during that time. Work ordered from existing contracts not subject to the Contractor License Fee will continue to be invoiced at the current 1.95% rate. The Annual Volume Discount Table will be incorporated into the contract, and the Client License Fee discount for each subsequent contract year will be determined by the annual volume of construction procured through the CSU JOC program in the immediately preceding contract year, as determined by Annual Volume Discount Table.

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

Contractor License Fee

In addition to the Client License Fee assessed to each CSU campus, Gordian will charge each JOC contractor a contractor license fee ("Contractor License Fee") of one percent (1.00%) of the value of each Job Order, Purchase Order, or similar purchasing document issued to the JOC contractor by CSU. The Contractor License Fee is assessed to the JOC contractor in return for their access to our proprietary construction data and JOC applications, and is not a direct cost to CSU. Gordian is responsible for all administrative duties related to the invoicing and collections of the Contractor License Fee. The Contractor License Fee is payable by the JOC

contractor when a Job Order is issued by CSU, and will be applicable to all JOC construction contracts advertised or awarded after the effective date of a contract awarded to The Gordian Group as a result of this proposal. JOC construction contracts awarded by any CSU campus during the term of our current contract will not be assessed the Contractor License Fee.

JOC System License

The Gordian Group's provision of the JOC system to CSU includes a license to our proprietary construction cost data, software and other materials. Our proposed fee is submitted on the basis that CSU agrees to incorporate this JOC System License into any agreement between The Gordian Group and CSU:

The Gordian Group, Inc. ("Gordian") hereby grants to California State University and each of its affiliated campuses (collectively "CSU"), and CSU 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 CSU's Job Order Contracting program. The parties hereby agree that Proprietary Information shall include, but is not limited to, Gordian's eGordian® application and support documentation, Construction Task Catalog® (also commonly referred to as a unit price book) and information contained therein, training materials and other proprietary materials provided by Gordian. In the event this Agreement expires or terminates as provided herein, this JOC System License shall terminate and CSU shall return to Gordian all Proprietary Information in CSU's possession.

CSU 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. CSU 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 CSU, 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 CSU, provided the JOC contractor agrees to pay Gordian's contractor license fee in effect when CSU awards them the contract, and provided CSU 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 CSU 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 CSU, this JOC System License shall take precedence.

While The Gordian Group recognizes the importance of making websites and content fully accessible to users with disabilities, our eGordian web-based software platform is primarily used by project managers, construction managers and other construction industry professionals that are unable to perform their responsibilities in the event of a visual impairment. eGordian is configured to maximize accessibility and uses no audio functions. Further, support can be provided online through chatting and gotomeeting functionality in the event a user has a hearing impairment. In the event accessibility becomes an issue Gordian is committed to working with CSU to implement an accessibility solution, if feasible. However, Gordian has yet to encounter a circumstance where the accessibility of eGordian for any of our clients has been an issue.

CSU Guide to Completing the Voluntary Product Evaluation Template (VPAT)

Purpose:

This document will provide Vendors with instructions as to how they are expected to complete the Voluntary Product Evaluation Template (VPAT) for the California State University.

Background:

In 2001, the Information Technology Industry Council partnered with the General Services Administration to create a tool that would assist Federal contracting and procurement officials in fulfilling the market research requirements specified in Section 508. The result of their collaboration was the 508 Evaluation Template – a simple, web-based checklist that allows Vendors to document how their product did or did not meet the various Section 508 Requirements.

How the Voluntary Product Evaluation Template (VPAT) is organized:

The Voluntary Product Evaluation Template (VPAT) consists of a long series of tables. The initial one, the **Summary Table**, is used to provide a sense of your product's overall "level-of-compliance" with the Section 508 Standards. Subsequently, the **Section 1194.xx Tables** contain the detailed subparagraphs of each section of the Standards. It is within these **Section 1194.xx Tables** that you will define in detail how your product did or did not comply with a specific requirement.

Understanding the columns

Use the following to understand the use of the three columns in both the Summary Table and the individual Section 1194.xx Table:

<u>Summary Table</u>	
COLUMN NAME	USE
Criteria:	Describes Subparts B, C, and D of the Section 508 Standards.
Supporting Features:	To Enter information summarizing a product's overall "level-of support" for the corresponding Subpart or, when appropriate, to specify Not Applicable .
Remarks/Explanations:	To Enter general comments regarding a product's overall "level-of-compliance" with the Applicable Subpart.

Section 1194.xx Table	
COLUMN NAME	USE
Criteria:	Describes a specific guideline that a Subpart is composed of.
Supporting Features:	To Enter information summarizing a product's "level-of-support" for a specific guideline.
Remarks/Explanations:	To Enter detailed information on how the product did or did not support a specific guideline.

What information do I enter in columns 2 and 3?

The **Supporting Features** and **Remarks/Explanations** columns are used to document exactly how a product **did** or **did not** meet the Section 508 Standards. In order to promote consistency in Vendor responses, which will ensure a quicker review process by CSU's contracting and procurement officials, we encourage you to answer these columns in the following manner:

Supporting Features (second column on 508 Evaluation Template)	
LANGUAGE	DESCRIPTION
Supports	Product FULLY meets the letter and intent of the Criteria.
Supports with Exceptions	Product does not ENTIRELY meet the letter and intent of the Criteria, but does provides some level of access.
Supports through Equivalent Facilitation	Product provides <i>alternative</i> methods to meet the intent of the Criteria.
Does not Support	Product does not meet the letter or intent of the Criteria.
Not Applicable	The Criteria does not apply to the product.

Remarks & Explanations (third column on 508 Evaluation Template)	
If 2 nd column states...	Then...
Supports	List exactly what features of the product do meet and describe how they are used to support the Criteria.
Supports with Exceptions	List exactly what features of the product do meet and describe how they are used to support the Criteria. AND List exactly what parts of the product do not meet and describe how they fail to support the Criteria.
Supports through Equivalent Facilitation	List exactly what other methods exist in the product and describe how they are used to support the Criteria.
Supports when combined with Compatible Assistive Technology	Use this language when you determine the product fully meets the letter and intent of the Criteria when used in combination with Compatible Assistive Technology. For example, many software programs can provide speech output when combined with a compatible screen reader (commonly used assistive technology for people who are blind).
Does not Support	Describe exactly how the product does not support the Criteria.
Not Applicable	Describe exactly why the criteria are not applicable to the product.
Not Applicable -- Fundamental Alteration Exception Supplies	Use this language when you determine a Fundamental Alteration to the product would be required to meet the Criteria (see the Access Board standards for the definition of "fundamental alteration").

Typical Scenario for Completing a Voluntary Product Evaluation Template (VPAT):

To begin the process of completing the Voluntary Product Evaluation Template (VPAT), you should enlist the services of your company's technical specialist for the product being sought for purchase. The reason for this is because CSU requires a measure of technical detail in your responses. Once you've enlisted their assistance:

- 1) Determine which sections of the **Technical Standards (Subpart B-1194.21-26)** apply to your product.* In some cases more than one set of Technical Standards will apply.
- 2) Keep in mind that you must always complete the **Information, Documentation, and Support (Subpart D – 1194.41)** sections of the Voluntary Product Evaluation Template (VPAT).
- 3) Fill out the **Functional Performance Criteria (Subpart C – 1194.31)** if you are claiming Equivalent Facilitation. Equivalent Facilitation must yield equal or greater access.
- 4) For each section that applies, determine if your product does or does not meet the specific Criteria elements.
- 5) Using the information found in the [How the Voluntary Product Evaluation Template \(VPAT\) is organized](#) section, document in the **Section 1194.xx Tables** exactly how your product did or did not meet the applicable standard.
 - If your product **supports** the standard, provide detailed examples of what accessibility features exist and how they are used to support the standard.
 - If your product **does not support** the standard, remember that Section 508 allows for products to meet the Access Board Standards in innovative, non-traditional ways. Your product can meet the standard by providing an innovative solution, as long as the feature performs in the same manner as it does for any other user.
 - If your product **does not** possess an *innovative, non-traditional way* of access to the standard, provide detailed examples of exactly how the product did not meet the standard.
- 6) Once you've documented in the **Section 1194.xx Tables** exactly how your product did or did not meet the standard, return to the **Summary Table** and document the product's overall "level-of-conformance" in each of the applicable sections.
- 7) Post your final Voluntary Product Evaluation Template (VPAT) on your company's web site. Please keep in mind that it is the Vendor's responsibility to maintain the integrity of the data on the Voluntary Product Evaluation Template (VPAT). The information provided on your Voluntary Product Evaluation Template (VPAT) is considered to be a self-representation unless expressly affirmed otherwise.
- 8) When responding to any CSU request for proposals, the Vendor must submit a completed and up-to-date Voluntary Product Evaluation Template (VPAT) with the submission. Proposals without an attached completed Voluntary Product Evaluation Template (VPAT) may be disqualified from competition.

* **Please Note:** Any WEB application being purchased by CSU requires the Vendor to complete **Section 1194.21** of the Voluntary Product Evaluation Template (VPAT) in addition to **Sections 1194.22, 1194.31 and 1194.41**.

Voluntary Product Evaluation Template (VPAT)

Date: 09/15/2016

Name of Product: eGordian

Contact for more Information: Adel Kalif

Refer to the [ITIC Best Practices](#) for filling out the following form.

Criteria	Supporting Features					Remarks and Explanations <i>Describe how the product <u>does</u> or <u>does not</u> comply with the requirements</i>
	Supports	Supports with Exceptions	Supports through Equivalent Facilitation	Does not Support	Not Applicable	
Summary Table						
Section 1194.21 Software Applications and Operating Systems						
Section 1194.22 Web-based internet information and applications						
Section 1194.23 Telecommunications Products						
Section 1194.24 Video and Multi-media Products						
Section 1194.25 Self-Contained, Closed Products						
Section 1194.26 Desktop and Portable Computers						
Section 1194.31 Functional Performance Criteria						
Section 1194.41 Information, documentation, and support.						
Subpart B – Technical Standards						
Section 1194.21 Software Applications and Operating Systems * Refer to (http://www.access-board.gov/sec508/guide/1194.21.htm) for details on the guidelines listed below.						
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.						
(b) Applications shall not disrupt or disable activated features of other						

Criteria	Supporting Features					Remarks and Explanations <i>Describe how the product <u>does</u> or <u>does not</u> comply with the requirements</i>
	Supports	Supports with Exceptions	Supports through Equivalent Facilitation	Does not Support	Not Applicable	
products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.						
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.						
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.						
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.						
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.						
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.						
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.						
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.						
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.						

Criteria	Supporting Features					Remarks and Explanations <i>Describe how the product <u>does</u> or <u>does not</u> comply with the requirements</i>
	Supports	Supports with Exceptions	Supports through Equivalent Facilitation	Does not Support	Not Applicable	
(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.						
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.						
Section 1194.22 Web-based Internet information and applications * Refer to (http://www.access-board.gov/sec508/guide/1194.22.htm) for details on the guidelines listed below.						
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).						
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.						
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.						
(d) Documents shall be organized so they are readable without requiring an associated style sheet.						
(e) Redundant text links shall be provided for each active region of a server-side image map.						
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.						
(g) Row and column headers shall be identified for data tables.						
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.						
(i) Frames shall be titled with text that facilitates frame identification and navigation						
(j) Pages shall be designed to avoid causing the screen to flicker with a						

Criteria	Supporting Features					Remarks and Explanations <i>Describe how the product <u>does</u> or <u>does not</u> comply with the requirements</i>
	Supports	Supports with Exceptions	Supports through Equivalent Facilitation	Does not Support	Not Applicable	
frequency greater than 2 Hz and lower than 55 Hz.						
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.						
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.						
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with 1194.21(a) through (l).						
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.						
(o) A method shall be provided that permits users to skip repetitive navigation links.						
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.						
<p><i>Note to 1194.22: The Board interprets paragraphs (a) through (k) of this section as consistent with the following priority 1 Checkpoints of the Web Content Accessibility Guidelines 1.0 (WCAG 1.0) (May 5 1999) published by the Web Accessibility Initiative of the World Wide Web Consortium: Paragraph (a) - 1.1, (b) - 1.4, (c) - 2.1, (d) - 6.1, (e) - 1.2, (f) - 9.1, (g) - 5.1, (h) - 5.2, (i) - 12.1, (j) - 7.1, (k) - 11.4.</i></p>						
<p>Section 1194.23 Telecommunications Products</p> <p>* Refer to (http://www.access-board.gov/sec508/guide/1194.23.htm) for details on the guidelines listed below.</p>						
(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to						

Criteria	Supporting Features					Remarks and Explanations <i>Describe how the product <u>does</u> or <u>does not</u> comply with the requirements</i>
	Supports	Supports with Exceptions	Supports through Equivalent Facilitation	Does not Support	Not Applicable	
allow the user to intermix speech with TTY use.						
(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.						
(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.						
(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.						
(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.						
(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.						
(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.						
(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.						
(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.						
(j) Products that transmit or conduct information or communication, shall						

Criteria	Supporting Features					Remarks and Explanations <i>Describe how the product <u>does</u> or <u>does not</u> comply with the requirements</i>
	Supports	Supports with Exceptions	Supports through Equivalent Facilitation	Does not Support	Not Applicable	
pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.						
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.						
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.						
(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.						
(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.						
Section 1194.24 Video and Multi-media Products						
* Refer to (http://www.access-board.gov/sec508/guide/1194.24.htm) for details on the guidelines listed below.						
(a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at						

Criteria	Supporting Features					Remarks and Explanations <i>Describe how the product <u>does</u> or <u>does not</u> comply with the requirements</i>
	Supports	Supports with Exceptions	Supports through Equivalent Facilitation	Does not Support	Not Applicable	
least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.						
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.						
(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.						
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.						
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.						
Section 1194.25 Self-Contained, Closed Products						
* Refer to (http://www.access-board.gov/sec508/guide/1194.25.htm) for details on the guidelines listed below.						
(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.						
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.						
(c) Where a product utilizes touch screens or contact-sensitive controls, an input method shall be provided that complies with 1194.23 (k) (1)						

Criteria	Supporting Features					Remarks and Explanations <i>Describe how the product <u>does</u> or <u>does not</u> comply with the requirements</i>
	Supports	Supports with Exceptions	Supports through Equivalent Facilitation	Does not Support	Not Applicable	
through (4).						
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.						
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.						
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.						
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.						
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.						
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.						
(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.						
(j)(2) Products which are freestanding, non-portable, and intended to be						

Criteria	Supporting Features					Remarks and Explanations <i>Describe how the product <u>does</u> or <u>does not</u> comply with the requirements</i>
	Supports	Supports with Exceptions	Supports through Equivalent Facilitation	Does not Support	Not Applicable	
used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.						
(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.						
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.						
Section 1194.26 Desktop and Portable Computers						
* Refer to (http://www.access-board.gov/sec508/guide/1194.26.htm) for details on the guidelines listed below.						
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).						
(b) If a product utilizes touch screens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).						
(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.						
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards						

Subpart C – Must be completed if Equivalent Facilitation alternative offered. Equivalent Facilitation must yield equal or greater success

Section 1194.31 Functional Performance Criteria

(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.						
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.						
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided						
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.						
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.						
(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.						

Subpart D – Required on all submissions

Section 1194.41 Information, documentation, and support

(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.						
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.						
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.						



CSU Accessibility Roadmap Template

Background

The CSU is committed to ensuring that its programs and services are accessible to everyone. As part of this commitment, the CSU's Accessible Technology Initiative gathers information regarding technology products to assess whether they are usable by persons with disabilities. Gathering this information is critical as it provides the CSU sufficient knowledge to plan for workarounds or accommodations that may be necessary until the vendor has resolved accessibility issues. This information also allows the CSU to select products that provide strong accessibility support and therefore reduce or eliminate the need to provide accommodations to work around accessibility gaps.

Instructions

The CSU recognizes that producing accessible technology products may require a significant commitment of resources and that accessibility remediation may require time to accomplish. Thus the CSU ATI has developed this template as means for vendors to document accessibility gaps associated with their products and to indicate their plans for addressing these gaps in the future.

We ask that you complete the roadmap provided on the next page as follows:

1. **Product/Vendor Information:** Provide the information requested
2. **Issue Description:** List each major accessibility issue for your product Including the following:
 - Gaps identified in the Voluntary Product Accessibility Template (VPAT)
 - Gaps identified in other product support documentation
 - Gaps identified by a third-party accessibility evaluation report (where available)
3. **Current Status:** Enter one of the following values:
 - Open: The issue has not yet been resolved
 - Closed: The issue has already been resolved
 - I/P: The issue is currently under investigation
 - Other
4. **Disposition:** Enter one of the following values:
 - Planned: The issue will be resolved
 - Deferred: The issue will not be resolved
 - I/P: The issue is currently under investigation
 - Other
5. **Remediation Timeline:** Enter when you anticipate that the issue will be resolved
6. **Available Workarounds:** Describe the business processes that your company will offer or third-party products that consumers or campuses should consider to work around the issue
7. **Comments (optional):** Provide details/description regarding the issue
8. **Additional Information (optional):** Provide any additional discussion regarding accessibility plans

Accessibility Roadmap

Vendor/Product Information

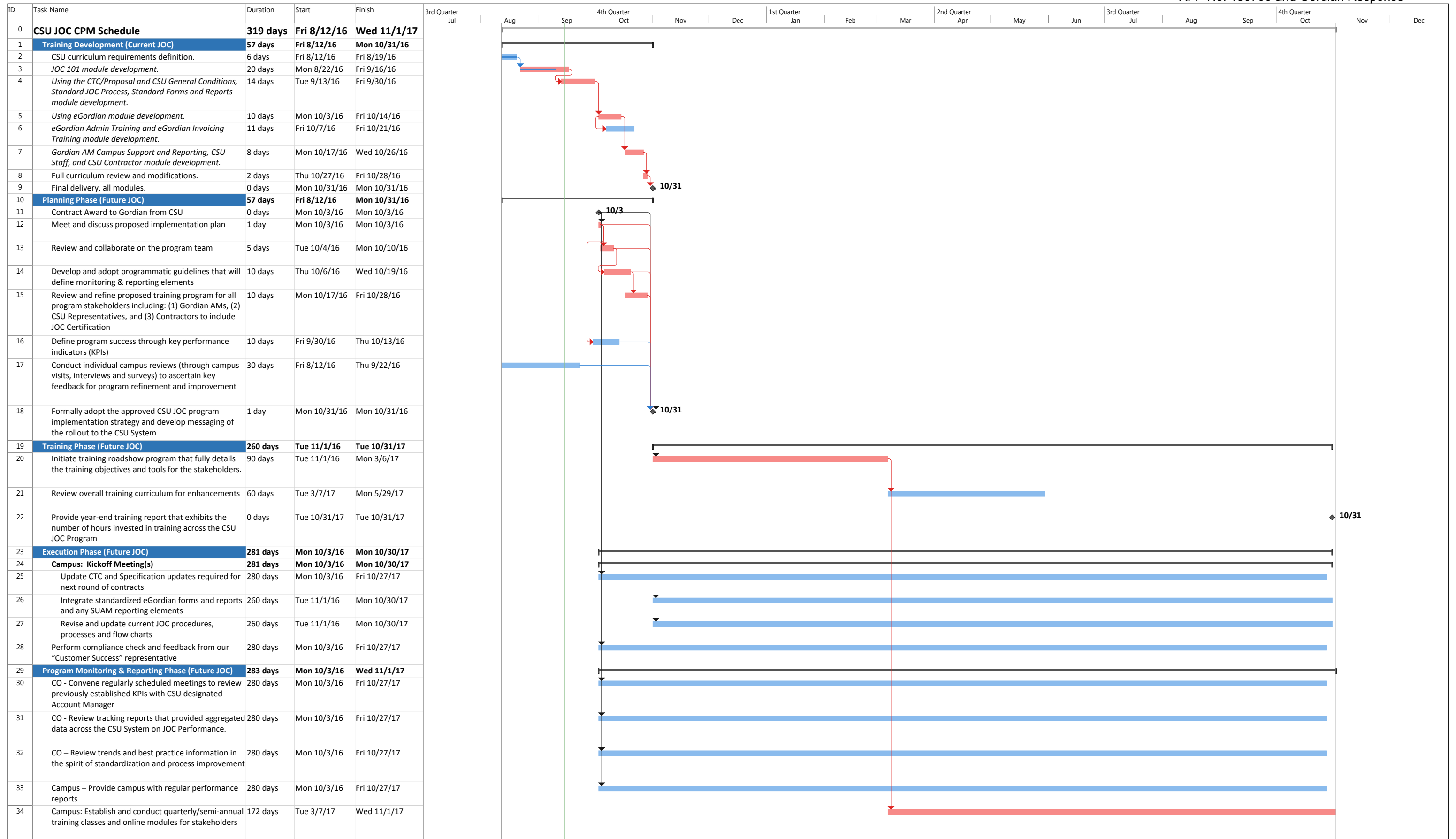
Vendor Name	The Gordian Group
Product Name	eGordian
Product Version	R6* <i>*eGordian is a SaaS production, therefore a single version is available to customers.</i>
Completion Date	9/12/2016 .
Contact Name/Title	Adel Khelif
Contact Email/Phone	864.752.2634 / a.khelif@thegordiangroup.com

Specific Issues

Issue Description	Current Status (Open, Closed, I/P)	Disposition (Planned, Deferred, I/P)	Remediation Timeline	Available Workarounds	Comments

Additional Information

eGordian is a web-based platform that is utilized during the development and execution of construction projects through Job Order Contracting. While there are accessibility gaps that exist, given the nature of the industry and the physical requirements for project managers that typically utilize eGordian, there have been no accessibility issues to date and there is no roadmap to address any accessibility gaps.



Project: CSU JOC CPM Schedul
Date: Thu 9/15/16

Task Milestone Summary Project Summary Deadline Critical Progress

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, SB/NVSA, DVBE): None or None (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? **Yes** No (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c. If you are a California certified DVBE: (1) Are you a broker or agent? **Yes** No
 (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** No N/A

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.


Ammon T. Leshner, VP of Legal Affairs

September 15, 2016

BIDDER DECLARATION INSTRUCTIONS

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1. a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:
 - Microbusiness (MB)
 - Small Business (SB)
 - Small Business Nonprofit Veteran Service Agency (SBNVSA)
 - Disabled Veteran Business Enterprise (DVBE)
1. b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1. c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, SBNVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dds.ca.gov

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.
1. c. This item is only to be completed by businesses certified by California as a DVBE.
 - (1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker or agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.
 - (2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for not applicable.*

2. (continued) Column Labels

- Subcontractor Name, Contact Person, Phone Number & Fax Number**—List each element for all subcontractors.
- Subcontractor Address & Email Address**—Enter the address and if available, an Email address.
- CA Certification (MB, SB, DVBE or None)**—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.pd.dos.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter "None." [Note: A SBNVSA should not be participating as a subcontractor]
- Work performed or goods provided for this contract**—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1. b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.
- Corresponding % of bid price**—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.
- Good Standing?**—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:
- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
 - If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
 - Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
 - Is not listed on the OSDC website as ineligible to transact business with the State
- 51% Rental?**—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.
- Enter "N/A" if the:
- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
 - Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)
- Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.
- Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ___ of ___" accordingly.

TAXABLE YEAR

CALIFORNIA FORM

2016 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent

Name

California State University

Payee

Name

The Gordian Group, Inc.

SSN or ITIN FEIN CA Corp no. CA SOS file no.
5 8 - 1 9 0 0 3 7 1

Address (apt./ste., room, PO box, or PMB no.)

30 Palewood Drive, Suite 350

City (If you have a foreign address, see instructions.)

Greenville

State

SC

ZIP code

29615

Exemption Reason

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

Corporations:

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

Partnerships or Limited Liability Companies (LLCs):

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

Tax-Exempt Entities:

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov and search for **privacy notice**. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Type or print payee's name and title Ammon T. Leshar, Vice President of Legal Affairs

Telephone (800) 874-2291

Payee's signature ▶



Date 09/15/2016

2016 Instructions for Form 590

Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

General Information

Registered Domestic Partners (RDP) – For purposes of California income tax, references to a spouse, husband, or wife also refer to a Registered Domestic Partner (RDP) unless otherwise specified. For more information on RDPs, get FTB Pub. 737, Tax Information for Registered Domestic Partners.

A Purpose

Use Form 590, Withholding Exemption Certificate, to certify an exemption from nonresident withholding.

Form 590 does not apply to payments of backup withholding. For more information, go to ftb.ca.gov and search for **backup withholding**.

Form 590 does not apply to payments for wages to employees. Wage withholding is administered by the California Employment Development Department (EDD). For more information, go to edd.ca.gov or call 888.745.3886.

Do not use Form 590 to certify an exemption from withholding if you are a Seller of California real estate. Sellers of California real estate use Form 593-C, Real Estate Withholding Certificate, to claim an exemption from the real estate withholding requirement.

The following are excluded from withholding and completing this form:

- The United States and any of its agencies or instrumentalities.
- A state, a possession of the United States, the District of Columbia, or any of its political subdivisions or instrumentalities.
- A foreign government or any of its political subdivisions, agencies, or instrumentalities.

B Income Subject to Withholding

California Revenue and Taxation Code (R&TC) Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of California.

Withholding is required on the following, but is not limited to:

- Payments to nonresidents for services rendered in California.
- Distributions of California source income made to domestic nonresident partners, members, and S corporation shareholders and allocations of California source income made to foreign partners and members.
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business.

- Payments to nonresidents for royalties from activities sourced to California.
- Distributions of California source income to nonresident beneficiaries from an estate or trust.
- Endorsement payments received for services performed in California.
- Prizes and winnings received by nonresidents for contests in California.

However, withholding is optional if the total payments of California source income are \$1,500 or less during the calendar year.

For more information on withholding get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines. To get a withholding publication, see Additional Information.

C Who Certifies this Form

Form 590 is certified by the payee. California residents or entities exempt from the withholding requirement should complete Form 590 and submit it to the withholding agent before payment is made. The withholding agent is then relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless notified by the Franchise Tax Board (FTB) that the form should not be relied upon.

An incomplete certificate is invalid and the withholding agent should not accept it. If the withholding agent receives an incomplete certificate, the withholding agent is required to withhold tax on payments made to the payee until a valid certificate is received. In lieu of a completed exemption certificate, the withholding agent may accept a letter from the payee as a substitute explaining why they are not subject to withholding. The letter must contain all the information required on the certificate in similar language, including the under penalty of perjury statement and the payee's taxpayer identification number. The withholding agent must retain a copy of the certificate or substitute for at least four years after the last payment to which the certificate applies, and provide it upon request to the FTB.

If an entertainer (or the entertainer's business entity) is paid for a performance, the entertainer's information must be provided. **Do not** submit the entertainer's agent or promoter information.

The grantor of a grantor trust shall be treated as the payee for withholding purposes. Therefore, if the payee is a grantor trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors on the trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals — Certification of Residency."

D Definitions

For California non-wage withholding purposes, **nonresident** includes all of the following:

- Individuals who are not residents of California.
- Corporations not qualified through the California Secretary of State (CA SOS) to do business in California or having no permanent place of business in California.
- Partnerships or limited liability companies (LLCs) with no permanent place of business in California.
- Any trust without a resident grantor, beneficiary, or trustee, or estates where the decedent was not a California resident.

Foreign refers to non-U.S.

For more information about determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status. Military servicemembers have special rules for residency. For more information, get FTB Pub. 1032, Tax Information for Military Personnel.

Permanent Place of Business:

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or it has qualified through the CA SOS to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

E Military Spouse Residency Relief Act (MSRRA)

Generally, for tax purposes you are considered to maintain your existing residence or domicile. If a military servicemember and nonmilitary spouse have the same state of domicile, the MSRRA provides:

- A spouse shall not be deemed to have lost a residence or domicile in any state solely by reason of being absent to be with the servicemember serving in compliance with military orders.
- A spouse shall not be deemed to have acquired a residence or domicile in any other state solely by reason of being there to be with the servicemember serving in compliance with military orders.

Domicile is defined as the one place:

- Where you maintain a true, fixed, and permanent home.
- To which you intend to return whenever you are absent.

A military servicemember's nonmilitary spouse is considered a nonresident for tax purposes if the servicemember and spouse have the same domicile outside of California and the spouse is in California solely to be with the servicemember who is serving in compliance with Permanent Change of Station orders.

California may require nonmilitary spouses of military servicemembers to provide proof that they meet the criteria for California personal income tax exemption as set forth in the MSRRA.

Income of a military servicemember's nonmilitary spouse for services performed in California is not California source income subject to state tax if the spouse is in California to be with the servicemember serving in compliance with military orders, and the servicemember and spouse have the same domicile in a state other than California.

For additional information or assistance in determining whether the applicant meets the MSRRA requirements, get FTB Pub. 1032.

Specific Instructions

Payee Instructions

Enter the withholding agent's name.

Enter the payee's information, including the taxpayer identification number (TIN) and check the appropriate TIN box.

You must provide an acceptable TIN as requested on this form. The following are acceptable TINs: social security number (SSN); individual taxpayer identification number (ITIN); federal employer identification number (FEIN); California corporation number (CA Corp no.); or CA SOS file number.

Private Mail Box (PMB) – Include the PMB in the address field. Write "PMB" first, then the box number. Example: 111 Main Street PMB 123.

Foreign Address – Follow the country's practice for entering the city, county, province, state, country, and postal code, as applicable, in the appropriate boxes. Do not abbreviate the country name.

Exemption Reason – Check the box that reflects the reason why the payee is exempt from the California income tax withholding requirement.

Withholding Agent Instructions

Keep Form 590 for your records. The certification remains valid for 5 years or until the payee's status changes. Do not send this form to the FTB unless it has been specifically requested.

For more information, contact Withholding Services and Compliance, see Additional Information.

The payee must notify the withholding agent if any of the following situations occur:

- The individual payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.
- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

If any of these situations occur, then withholding may be required. For more information, get Form 592, Resident and Nonresident Withholding Statement, Form 592-B, Resident and Nonresident Withholding Tax Statement, and Form 592-V, Payment Voucher for Resident and Nonresident Withholding.

Additional Information

For additional information or to speak to a representative regarding this form, call the Withholding Services and Compliance telephone service at:

Telephone: 888.792.4900
916.845.4900
Fax: 916.845.9512

OR write to:

WITHHOLDING SERVICES AND
COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

You can download, view, and print California tax forms and publications at ftb.ca.gov.

OR to get forms by mail write to:

TAX FORMS REQUEST UNIT
FRANCHISE TAX BOARD
PO BOX 307
RANCHO CORDOVA CA 95741-0307

For all other questions unrelated to withholding or to access the TTY/TDD numbers, see the information below.

Internet and Telephone Assistance

Website: ftb.ca.gov
Telephone: 800.852.5711 from within the
United States
916.845.6500 from outside the
United States

TTY/TDD: 800.822.6268 for persons with
hearing or speech impairments

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov
Teléfono: 800.852.5711 dentro de los
Estados Unidos
916.845.6500 fuera de los Estados
Unidos

TTY/TDD: 800.822.6268 para personas con
discapacidades auditivas
o del habla