



MASTER AGREEMENT #102424
CATEGORY: Facility Assessment and Planning with Related Services
SUPPLIER: McKinstry Essention LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and McKinstry Essention LLC, 5005 Third Avenue South, Seattle, WA 98134 (Supplier).

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

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

Article 1:
General Terms

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 3, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #102424 to Participating Entities. In Scope solutions include:
- a) Facility and building condition assessment and auditing;
- b) Energy, utility, and emissions assessment and planning;
- c) Site, safety, and code inspections;
- d) Space utilization and planning;
- e) Geographic information system (GIS) services
- f) Feasibility, sustainability, and lifecycle assessment;
- g) Asset, capital, and deferred maintenance planning and asset classification;
- h) Benchmarking services and quality assurance;
- i) Project management and coordination with facility owners;
- j) Contract management and financial monitoring; and
- k) Budget development, and program management services.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** To the extent of its proportional fault, Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. Supplier shall not be liable for any consequential, indirect, special, incidental, exemplary, or similar, damages or losses, including loss of profits, whether based

in contract or tort or any other theory, even if a party has been advised of the possibility of such damages

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
- b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
- c) **Use; Quality Control.**
- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

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

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.

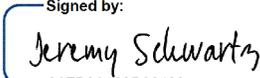
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

McKinstry Essention LLC

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 1/14/2025 | 6:17 AM CST

DocuSigned by:

 43DD27D8FA32412...
 By: _____
 Brian Floyd
 Title: Executive Vice President
 Date: 1/13/2025 | 8:24 PM PST

RFP 102424 - Facility Assessment and Planning

Vendor Details

Company Name: McKinstry Essention LLC
Does your company conduct business under any other name? If yes, please state: McKinstry Co, McKinstry Viridis
Address: 5005 3rd Ave S
Seattle, WA 98134-2423
Contact: Fawn Staerke
Email: fawns@mckinstry.com
Phone: 480-694-4810
Fax: 480-694-4810
HST#: 46-1563231

Submission Details

Created On: Friday September 06, 2024 15:42:21
Submitted On: Thursday October 24, 2024 09:45:19
Submitted By: Fawn Staerke
Email: fawns@mckinstry.com
Transaction #: 5406cd4a-8930-4fae-85a6-f7e5c0c49db2
Submitter's IP Address: 73.153.213.58

Specifications

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

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

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

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Brian Floyd
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	McKinstry Essention LLC., McKinstry Viridis LLC.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	KK71TMNF1NJ1
5	Provide your NAICS code applicable to Solutions proposed.	541330
6	Proposer Physical Address:	Headquarters: 5005 Third Avenue South Seattle, WA 98134
7	Proposer website address (or addresses):	www.mckinstry.com/
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Bryan Floyd, Executive Vice President 5005 Third Avenue South Seattle, WA 98134 brianf@mckinstry.com +1 206.419.5478
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Fawn Staerkel Director of Strategic Markets 4835 E Cactus Rd Suite 100, Scottsdale, AZ 85254 +1 480-694-4810 fawns@mckinstry.com
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Jen Coyne Program Manager, Sales Excellence 16025 Table Mountain Pkwy, Ste 100 Golden, CO 80403 +1 720 577 2017 jenn@mckinstry.com Collete Duck 5005 Third Avenue South Seattle, WA 98134 Director of Business Operations, McKinstry Viridis +1 206.445.2679 colleted@mckinstry.com

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
11	Provide a brief history of your company, including your company’s core values,	Since 1960, McKinstry Co., LLC has been at the forefront of transforming built environments with innovative solutions. Originally a plumbing and piping contractor in

business philosophy, and industry longevity related to the requested Solutions.

the Seattle, WA area, we have grown into a national leader in consulting, construction, engineering, and energy services, committed to minimizing waste and mitigating climate impact in the built environment.

Our extensive range of services includes facility assessment and planning, HVAC sheet metal, fire protection, temperature and fire/life safety controls, electrical and data services, audio/visual solutions, architectural metals, energy efficiency, strategic facility and capital planning, sustainability and decarbonization planning, renewable design and energy engineering, commissioning and retro-commissioning, measurement and verification, warranty and issue management, utility bill tracking, and behavior-based energy savings programs. We ensure comprehensive support that meets all the needs of our clients.

With a network of 23 regional offices, we are strategically positioned in local markets across the country, allowing us to serve our clients effectively. We continually expand our office locations to enhance our ability to deliver high-quality outcomes efficiently. McKinstry employs over 700 staff nationwide.

In 2000, we established McKinstry Essention, LLC to specifically assist our clients in achieving their facility assessment and energy efficiency goals. Today, McKinstry Essention operates nationwide, having successfully completed over 5,000 projects across local government, K-12 education, higher education, healthcare, airports, and commercial sectors. We provide services that enable assessment, consulting, and project execution for energy, resiliency, decarbonization, renewable power, asset management and facility operations.

In 2022, to meet evolving market needs and accelerate progress toward our zero-carbon future, McKinstry Essention and Generate Capital created McKinstry Viridis, a new operating company that includes the Energy & Technical Services (E&TS) Southeast region, our Energy as a Service (EaaS) offering, and growing east coast operations. McKinstry Viridis is financially separate from McKinstry Essention due to our partnership with Generate Capital, but operates within McKinstry's Technical Services group and collaborates closely with all of our national and regional teams. Viridis brings together mission driven capital with net zero infrastructure. Our offerings and capabilities include long-term infrastructure and capital planning, energy system development, facility retrofits, operations and maintenance, financing and ownership, and community engagement.

Over the past 60 years, we have forged collaborative partnerships with an outcomes-driven approach, breaking down barriers to achieve decarbonization and delivering the results that our clients and communities need. Through constant innovation, we strive to design and engineer building systems that protect the environment.

McKinstry's business philosophy centers on sustainability, innovation and collaboration. We emphasize the importance of integrating design, construction and operations to create efficient and sustainable buildings. We aim to enhance the built environment by leveraging technology and fostering partnerships with clients and communities. Our approach focuses on long-term value, environmental stewardship, and improving the overall quality of life through their projects. Through the strength of our collective impact, the McKinstry team strives to continuously work towards our vision of "Together, Building a Thriving Planet" and our mission "To Make Every Building We Touch More Efficient."

Our company values are more than just words on a wall, our values speak to who we are, the ideals we hold in high esteem and the behaviors that demonstrate our unique culture. These values permeate both how we work internally within our teams and how we work externally with our partners and our customers.

- 1) Put People First
 - Treat each other like family
 - Ensure every person goes home unharmed
 - Respect and encourage all perspectives
- 2) Build Trusted Partnerships
 - Be fiscally responsible
 - Listen to understand
 - Stand by the work
- 3) Be Constantly Curious
 - Embrace new ideas
 - Always ask "what's possible?"
 - Think boldly to create solutions
- 4) Make a Positive Difference
 - Better the lives of others for stronger communities
 - Advocate for the next generation
 - Care for the earth

"Action for Impact" is our plan for transformative change. We look to make a lasting impact on our industry and within our communities by addressing the climate,

affordability and equity crises head on. Our commitment to actively living our values can be seen through our actions, our investments and our priorities.

McKinstry is dedicated to giving back to the communities in which we live and work. Each year, McKinstry engages our communities to protect our environment, nurture children and advance equity and social justice through volunteering and philanthropy.

- 1,000+ McKinstry employees engaged in dozens of community services project nationwide each year
- 100+ nonprofits supported by our employees through our annual "People's Choice" program
- \$1,000,000+ contributed annually to organizations in our communities
- Since 1999, McKinstry has directed more than \$14 million to charities through the McKinstry Charitable Foundation

McKinstry is committed to developing the workforce and supporting small, disadvantaged, minority and historically underutilized businesses. Through programs such as Hiring Our Heroes, the B.L.U.E. Internship Program and the McKinstry Mentor Protégé Program we assist with corporate and technical resources, enhanced skills in discipline or areas of interest, and increased visibility through business relationships.

Our industry-leading Vendor Diversity Program, through several initiatives, aims to bring forth a structured process to increase and prioritize the inclusion of minority, women, and other disadvantaged business enterprises (MWDBEs) in all McKinstry projects. It is our goal and responsibility to make MWDBE inclusion an integrated part of our supplier and sub-contractor procurement process at McKinstry. This program begins at the procurement level where we make every effort to widen our reach and involve MWDBEs in all of our projects. McKinstry's proactive outreach process enables us to utilize an internal database of MWDBEs for our teams to connect with diverse businesses. Through this database, we also track and manage our diversity spending using an interactive dashboard. This gives us the leverage to create and reach ambitious MWDBE utilization targets. Since 2017, McKinstry's contracts with MWDBEs firms equal over \$211 million.

Our Zero+ Commitment is centered on the belief that zero carbon should never jeopardize your operations or project outcomes. We can and must achieve zero carbon plus a better performing building without compromise. McKinstry guides zero-carbon success with certainty. Whether it's new construction, major retrofits or an ongoing path to zero, we create a tangible path forward to support our customer's zero-carbon goals through 1) the right approach, with outcomes that can be measured, maintained and verified, 2) being a single point of accountability for development and execution of comprehensive strategies from planning, engineering and through ongoing maintenance, and 3) providing guaranteed outcomes. We work alongside our customers to map every detail and ensure delivery to the customer's core mission and operations.

McKinstry has consistently demonstrated our commitment to innovation, sustainability and community engagement over the past 60 years. By integrating design, construction and operations, we have created efficient and sustainable buildings that enhance the built environment. Our dedication to values such as putting people first, building trusted partnerships, being constantly curious, and making a positive difference has driven our success. Through initiatives like the Vendor Diversity Program and the Zero+ Commitment, we continue to lead the industry in addressing climate, affordability, and equity challenges. Our ongoing efforts to give back to the community and support small, disadvantaged businesses further underscore our mission to make every building we touch more efficient and to build a thriving planet together.

<p>12</p>	<p>What are your company's expectations in the event of an award?</p>	<p>Should McKinstry be awarded this contract, our expectations include a well-executed launch of a trusted contract mechanism for Sourcewell participating agencies and our McKinstry sales organization. We intend to leverage the Sourcewell contract as the primary procurement vehicle for our Facility Assessment and Planning services. The McKinstry Sales Excellence team will collaborate closely with the Sourcewell team to ensure a successful launch and effective mobilization of our resources to promote the contract.</p> <p>1. Sourcewell & McKinstry Kick-Off A successful endeavor begins with a solid foundation. The McKinstry Sales Excellence team will take responsibility for fully understanding the contract, the Sourcewell process, and available resources. We aim to maximize value for participating agencies and our customer base. This process will include developing training guides for our sales team, marketing support tools for customer communication, and establishing pipeline and reporting procedures through our Salesforce CRM.</p> <p>2. Internal Launch to Our Sales Organization The McKinstry Sales Excellence team will execute an internal launch to our national sales organization, which will include:</p> <ul style="list-style-type: none"> - Development of an internal resource site with training materials, tools, and collateral related to the contract, to be operational within 14 days of the contract award. - Virtual training courses for the McKinstry sales team, recorded for future onboarding and refresher training, scheduled within 30 days of the award. - Engagement with our 23 regional offices to discuss contract promotion and integration of Sourcewell resources in their markets, to take place within 60 days of the award. - Ongoing quarterly updates to the sales organization, sharing wins, lessons learned, best practices, and reinforcing the value of utilizing the contract mechanism. <p>3. External Marketing Strategy The McKinstry Sales Excellence team will work with our marketing and communications team to develop a strategy for promoting the contract award, which will include:</p> <ul style="list-style-type: none"> - Announcements on our external website and social media platforms. - A targeted marketing campaign for Sourcewell's participating agencies, in compliance with Sourcewell processes and requirements. - An email marketing campaign directed at our existing customer base. - Direct engagement from sales executives with our customers. - Continuous creation and distribution of promotional materials and success stories highlighting effective contract utilization, to maintain awareness and validate the contract's value.
<p>13</p>	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>McKinstry's financial strength and stability are anchored in diversity. Over the past 63 years we've built an operating platform capable of weathering cyclical economic conditions because of the diversity of products and services we offer, the wide range of clients we offer them to, and the markets we serve coast to coast. This allows us to balance our risk and fluidly shift our sales and delivery focus to maintain our financial strength year over year. Our balance sheets are strong, and cash reserves are plentiful. We continue to enjoy the full faith, credit, and support of our financial partners, strategic vendors, and bonding agents. This is atypical for our industry under current economic circumstances and favorably positions us to endure the effects of the crisis.</p> <p>We maintain nearly \$50 million in lines of credit that are typically no more than 30-40% used at any given point. We can also readily establish project-specific lines of credit as needed. In addition, McKinstry owners can provide \$10 million of additional capital if needed. This ensures that McKinstry can carry and finance projects through the construction period.</p>
<p>14</p>	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>Since 2015, McKinstry Essention has successfully completed over 5,500 projects valued at \$2.5 billion for more than 1,200 customers across our 23 regional offices, offering services aligned with those detailed in this proposal response.</p> <p>McKinstry's primary customer base consists of K12 education, local government (state, county, city), higher education, mission critical environments (i.e. hospitals, data centers) and commercial markets. In 2023, our share of sales were distributed across the vertical market segments as follows:</p> <ul style="list-style-type: none"> - Local government 35% - K12 Education 42% - Higher Education 11% - Critical Environments 3% - Commercial 9% <p>We estimate that our existing market share ranges from 5-20% in the markets we serve. We believe that the award of this contract will be instrumental in our growth strategies.</p>

15	What is your Canadian market share for the Solutions that you are proposing?	McKinstry has a small customer base in Western Canada served through our Seattle based operations. This is a nominal part of our existing market share but one that we believe can be expanded through the Sourcewell contract mechanism.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	McKinstry has not had any bankruptcy proceedings, either current or completed, within the past seven years. Should there be any changes in this status during the pendency of this RFP evaluation, we will promptly provide written notice to Sourcewell.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service Provider, Employee Based Sales and Services McKinstry directly provides all facility assessment, planning, consulting, auditing and engineering services with in-house personnel. We have over 200 customer-focused sales employees located across the contiguous United States. Our sales approach is centered on delivering customer value through a consultative model, ensuring we meet each customer at their unique point of need and support their facility requirements throughout the building lifecycle. Our sales team can reach any location in the U.S. within four hours of travel. Similarly, McKinstry's operational services team consists of in-house employees positioned throughout the contiguous United States. This team, comprised of auditors, engineers, project managers, technicians and other experts, is dedicated to helping achieve our customers' desired outcomes throughout the sales and project execution processes. Additionally, McKinstry has developed a diverse portfolio of business partners across the country. These partners contribute to specific aspects of project delivery, helping our customers meet their goals related to vendor equity, diversity, and small and local business requirements.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Licenses and certifications held by our personnel include: Professional Engineer, Certified Energy Manager, Certified Commissioning Professional, LEED-Accredited Professional, Building Energy Assessment Professional, Building Envelope Commissioning Process Provider, Building Condition Assessment Certification, Engineer In Training, Project Management Professional.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	McKinstry has not had any past debarments or suspensions, either current or past, within the past seven years. Should there be any changes in this status during the pendency of this RFP evaluation, we will promptly provide written notice to Sourcewell.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<ul style="list-style-type: none"> - 2024 Corporate DEI Award for Large Businesses at the National Association of Women in Construction (NAWIC) Annual Conference - 2023 Service Provider Award for RCx by Efficiency Works - Rocky Mountain Association (RMA) 2023 Business Partner of the Year Award. - 2023 Outstanding Achievement Award in Historic Preservation for Sustainability - 2023 Washington Association of School Administrators (WASA) Community Leadership Award - 2022 Building Commissioning Association (BCxA) Benner Award - Ranked #5 of Top 25 Commissioning Giants by Consulting – Specifying Engineer Magazine <p>Additionally, McKinstry works to support our customers in receiving industry recognition and awards for their achievements in facility assessments, commissioning, sustainability, and energy related areas. Recent examples of customer awards, for which, McKinstry has supported our customers are:</p> <ul style="list-style-type: none"> - Dakota County, MN – 2024 Sustainability Project of the Year, MN Solar Energy Association - Hillsborough County Public Schools, FL – 2024 Building Excellence Award in Ongoing Commissioning, BCxA Building Commissioning Association - St Mary's School District, ID – Renew America's Schools Grant - 2024 AIA Spokane Design Awards – 840 Spokane project was awarded Excellence in Sustainability and Citation of Design Excellence – 3/22/24 	*
21	What percentage of your sales are to the governmental sector in the past three years?	The average percentage of McKinstry's sales to the government sector over the past three years is 32.4%.	*
22	What percentage of your sales are to the education sector in the past three years?	The average percentage of McKinstry's sales to the education sector over the past three years is 56%.	*

<p>23</p>	<p>List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?</p>	<p>McKinstry participates in several state and cooperative purchasing agreements, which have proven valuable and well-utilized by our customers. We are particularly excited about the alignment with the Sourcewell Facility Assessment and Planning contract opportunity, as we see it as foundational to our overarching solution-based offerings. This partnership will enable us to deliver long-term impact and value to our customers through comprehensive assessments and baselines that inform strategic planning. Our goal is to create opportunities for customers to build with purpose, ensuring legacy value for the future.</p> <p>State/Local Government Purchasing Agreements Colorado Energy Office - - ESCO Base Contract for Energy Performance Contracting Services, expires June 2025. The contract sales under this contract is \$220.5M</p> <p>Washington State Department of Enterprise Services - - Master Energy Services Contract, #2023-185F (6), Expires June 2025. The 2023 sales under this contract were \$8.9M</p> <p>McKinstry participates in the following group purchasing cooperative agreements. We have included the cooperative agency, contract name and number, and expiration date of each contract. We would be happy to provide more detailed information on sales volume and geographic locations for which the contracts are utilized upon execution of an NDA.</p> <p>TIPS - Commissioning and Testing Services for Facility Systems, Contract #19110, expiration 11/31/2026 - Energy Savings Performance Contracts, Contract #220104, expiration 3/31/2027 - Comprehensive HVAC Solutions & Services, Contract #22010601, expiration 3/31/2025 - Comprehensive HVAC Solutions & Services JOC Part 2, Contract # 22010602, expiration 3/31/2025 - Consulting and Other Related Services, Contract #190202, expiration 8/31/2028 - Renewable Energy and Solar Solutions and Services, contract #21020301 , expiration 4/30/2025 - Renewable Energy and Solar Solutions and Services JOC 2, contract #1020302, expiration 4/30/2025 - Technology Solutions, Products and Services, contract # 220105, expiration 5/31/2027 - Energy and Water Efficiency Goods and Services (Non-JOC), contract #23100201 , expiration 12/31/2026 - Energy and Water Efficiency Goods and Services JOC, contract #23100202, expiration 12/31/2025</p> <p>1GPA - Engineering Services - Commissioning & Audits Only, Contract #21-09PV, expiration 9/1/2026 - Energy Performance Contracting (ESCO), contract #22-07P-03, expiration 5/19/2024 - Energy Performance Contracting (ESCO) Texas, contract #22-13DP-03, expiration 36/24/2024</p> <p>OMNIA - Energy Savings Performance Contracting Technical Energy Audit Services, contract #1158, expiration 12/3/2028</p>
<p>24</p>	<p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>None</p>

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Hillsborough County Public Schools	Kenneth Otero, Jr., A/C & Energy Department Manager	813.494.7208 Kenny.oterojr@hcps.net	*
Will County, Illinois	William (Bill) T. Fern, Sr., Director of Facilities	331.688.1921 bfern@willcounty.gov	*
Northern Arizona University	Joshua Spear Manager of Planning, Design & Construction	928.853.1617 joshua.spear@nau.edu	*
Additional references are available upon request.	Additional references are available upon request.	Additional references are available upon request.	

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

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

Line Item	Question	Response *	

26	Sales force.	<p>Meeting the needs of our customers has been a core tenant of McKinstry's core values and strategies for over 60 years. With a network of 23 regional offices, we are strategically positioned in local markets across the country, allowing us to serve our clients effectively. Our offices are located with the intent of allowing efficiencies and timely response to our customers. Our team members are within 4 hours of travel throughout the contiguous United States and the southern provinces of Canada. We continually assess the expansion our office locations to enhance our ability to deliver high-quality outcomes efficiently. Our offices are in the following locations:</p> <ul style="list-style-type: none"> - Arizona, Phoenix - Arkansas, Little Rock - Colorado, Golden - Florida, Tampa - Georgia, Atlanta - Illinois, Chicago - Minnesota, St. Louis Park - Missouri, Sunset Hills - Montana, Billings - Montana, Bozeman - Montana, Missoula - Nevada, Las Vegas - Nevada, Reno - Oregon, Portland - Texas, Austin - Texas, Dallas - Utah, Salt Lake City - Washington, Pasco - Washington, Seattle - Washington, Spokane - Washington, Tacoma - Wisconsin, Madison - New locations under development <p>At McKinstry, we are committed to finding new and better ways to address the evolving challenges in our industry, and we empower our people to deliver on that promise. With over 700 directly hired employees, spread across the United States, we are well-positioned in location and skill sets to fully meet the needs of the Sourcewell participating entities. While most of our employees are located within the geographic areas of our offices, many of our team members reside remotely. We have team members in 30 states across the U.S.A.</p> <p>We have over 200 customer-focused sales employees located across the contiguous United States. Our sales approach is centered on delivering customer value through a consultative model, ensuring we meet each customer at their unique point of need and support their facility requirements throughout the building lifecycle. The quantity of sales employees focused by market segment is:</p> <ul style="list-style-type: none"> - Government Sector – 39 - Education – 55 - Healthcare – 15 - Multi-segment focus - >90 <p>Additionally, we have a team of 40 dedicated marketing and proposal professionals. These team members support the sellers in the proposal content creation process, creation of marketing campaigns, creation of communication strategies and content to support customers in program implementation.</p> <p>The McKinstry sales and marketing team are directly employed. We do, in some markets, utilize independent consultants and lobbyist to support market development or specialized trade professionals such as videography or graphic artists. These contracted based team members do not act as the sales consultants and would not act without the engagement of our sales team. Examples of this are, in Phoenix Arizona we have a retired City Manager engaged as a consultant to assist us in market planning and strategy in the local government sector.</p> <p>Our sales and services team are collaborative and yet independent in their function (i.e. sales executives are not conducting facility audits, and an engineer is not leading a sales engagement with a customer). The teams work collaboratively throughout the process to ensure thoroughness, responsiveness and quality in all stages of a project. "Together" is a defining characteristic of the McKinstry organization. We stand together, committed individually to excellence, to deliver to our promise of value and quality in every customer engagement.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Not Applicable. McKinstry does not utilize Authorized Sellers or distribution channels. All sales and services are completed directly by McKinstry.</p>

<p>28</p>	<p>Service force.</p>	<p>McKinstry's service workforce is distributed across the contiguous United States in the same fashion as our sales force as described in Question 27. We have more than 500 field service team members comprised of auditors, engineers, project managers, technicians, and other experts, dedicated to helping achieve our customers' desired outcomes throughout the sales and project execution processes. McKinstry's Technical Services team, comprised of 159 employees, will be responsible for the execution and delivery of scopes included in the facility assessment and planning scopes of work. This team can leverage the full resources of McKinstry but will own primary responsibility for project execution. The Technical Services operational services team consists of in-house employees positioned throughout the contiguous United States. Primary roles associated with this scope of work are:</p> <ul style="list-style-type: none"> - 51 Field Engineers - 18 Data Analyst (building, energy, operations) - 17 Project & Development Directors/Managers - 9 Facility Assessment Consultants - 3 Project & Facility Coordinators - 9 Business & Facility Operations Consultants <p>While we do work with 3rd party experts and specialty contractors, as needed to meet the specific needs of our customers, it is expected that all work done under this contract will be executed by our direct employees. McKinstry's direct employee base consists of architects, space planners, electrical and mechanical engineers, energy engineers, commissioning agents, facility auditing experts, technicians, project managers, project superintendents and support staff that would be needed to successfully provide scope under this contract.</p> <p>Our sales and services team are collaborative and yet independent in their function (i.e. sales executives are not conducting facility audits, and an engineer is not leading a sales engagement with a customer). The teams work collaboratively throughout the process to ensure thoroughness, responsiveness and quality in all stages of a project. "Together" is a defining characteristic of the McKinstry organization. We stand together, committed individually to excellence, to deliver to our promise of value and quality in every customer engagement.</p>
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<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>The ordering process is managed by the McKinstry Sales Executive working directly with the customer. The Sales Executive will work with the customer through a refined process of scope clarification, commitments of metrics of success, outcomes, deliverables and timelines.</p> <p>To provide complete context on our process and the method in which we handle that, we have detailed the steps leading up to the "ordering process".</p> <p>Process Step 1: Customer Opportunity Origination The sales process begins by either 1) an existing Sourcewell participating entity reaches out to McKinstry, or 2) a McKinstry Sales Executive introduces the Sourcewell contract to a currently not-participating entity.</p> <p>If an existing Sourcewell participating entity makes outreach in regard to utilization of the contract, the lead will be logged for tracking through our Salesforce customer management system and assigned to the appropriate Sales Executive based upon geographic location and vertical market type.</p> <p>For customers not currently participating in Sourcewell, the McKinstry Sales Executive will provide the customer entity with the appropriate contacts and directions on how to become a Sourcewell participating entity. The Opportunity will be identified in Salesforce CRM and tagged for tracking with the Sourcewell identifier as the contracting mechanism.</p> <p>Process Step 2: Customer Engagement & Discovery The Sales Executive will engage the customer to understand their needs, outcomes and other criteria to ensure alignment and success. Through this process a customized scope of work will be generated, aligned with the customer needs and outcomes. Additional operational and marketing support teams will be engaged as necessary to ensure that we are comprehensive in our approach.</p> <p>Process Step 3: Present & Propose The Sales Executive will work with the McKinstry internal team to create and present a proposal for professional services aligned to the customer's requirements. Operations team members such as project managers, engineers, and auditors will be aligned and engaged throughout this process. The Salesforce opportunity will be updated to reflect the details of the opportunity and ensure that McKinstry can report accurately to Sourcewell on pipeline.</p> <p>Process Step 4: Customer Approval & Order The Sales Executive will work with the customer to ensure that all contract documents or purchase orders accurately reflect the contract number and the participating agency's Sourcewell account number. Upon receipt of the contract documents, the Sales Executive will enter the order into McKinstry's Viewpoint project management system and complete the internal McKinstry booking process, resulting in a Project Kick-Off meeting scheduled with the customer. At this point, the Project Manager takes the lead on the project execution. The McKinstry Sales Executive will remain engaged and committed to the customer throughout the project.</p> <p>Process Step 5: Project Execution McKinstry's Project Manager will engage the appropriate customer contacts in the scheduling and implementation of all services included in the scope of work. The Project Manager will coordinate labor efforts, access and safety, and completion of scope deliverables. The Project Manager will conduct routine project updates with the customer and a flow of communication and documentation throughout the project. Upon completion of the project's execution, the Project Manager will coordinate a project close-out meeting in which a finalized deliverables will be presented.</p>
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<p>30</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>McKinstry is passionate about customer satisfaction and creating exemplary customer experiences. This is a core fundamental of our culture and our commitment to our customers. We have a call center that operates 24x7 and ensures that our customers have support when they need support.</p> <p>We believe in developing and earning long-term partnerships with our customers. To that end, we empower and equip our employees to act with a heart of service and to make decisions in support of fulfilling our commitments. We provide each customer with clarity on paths of escalation and direct contact information for our regional leadership teams.</p> <p>McKinstry regularly solicits feedback from our clients through our Client Voice program. This customer satisfaction survey program is geared to get honest feedback from our clients and to help foster closer, deeper relationships. We are proud to share that out of the 417 responses garnered in the past 3 years, 94% of clients reported they were satisfied with our performance.</p> <p>If there is a jobsite emergency, McKinstry can usually be on-site within 24 hours. For FCA's we develop a project Life Cycle document that has all the required tasks, responsibilities and best practices, as well as links to required documents for the project. All project requirements must be met, and the document is regularly reviewed by the project supervisor to ensure service goals are being met. While this document is internal, we also utilize milestone schedules and BIM websites to track the project with the client.</p> <p>McKinstry has internal incentives for our employees to meet goals, as well robust quality control procedures for each project. Lastly, McKinstry has one of the most stringent safety programs in the industry. We start all meetings with a safety moment, employ accredited regional safety managers, and work by our motto "Safety is no accident."</p>
<p>31</p>	<p>Describe your process for data collection, review, and analysis.</p>	<p>Our facility assessment and planning support begins with our version of a facility condition assessment (FCA) process that includes both quantitative and qualitative assessments. The qualitative assessment incorporates professional experience and first-hand knowledge derived from site assessments of building elements. Quantitative assessment includes capture of field data for all equipment in scope and integration with industry data regarding equipment and facilities lifecycle and cost. Our meticulous approach to combining expertise, intelligence, data and analytics leads to a robust and reliable determination of facility condition.</p> <p>Using non-invasive, non-destructive testing and observation methods our FCA process consists of six key components:</p> <ol style="list-style-type: none"> 1. Learn: Documentation review and interviews with key on-site personnel 2. Assess: Walk-through survey by team of field observers representing key disciplines 3. Estimate: Prepare reality-based construction cost estimates and action to address deficiencies 4. Analyze: Prepare Reveal™ dashboard, FCA report, Asset Workbook and photos 5. Integrate: Project outcomes and integration 6. Plan: Capital Planning Support <p>1. Learn Documentation Review and Interviews with Key On-Site Personnel The FCA team will review available documents to familiarize themselves with the facility and to verify the accuracy of information collected versus existing. Interviews with on-site occupants and maintenance staff is then performed to gather critical information on historic performance and known deficiencies.</p> <p>2. Assess Walk-Through Survey by Team of Field Observers Representing Key Disciplines The walkthrough includes: - Visual observation of the assets and building systems. - Determination of the estimated remaining life of each asset or building system, and overall condition score for the entire building. - Identification of major building and maintenance deficiencies (backlog maintenance) likely to be addressed over a time period established by the Client, but not less than 10 years; and - Identification and documentation of specific deficiencies with recommended methods for repairing/replacing and the associated costs.</p> <p>Scoring is measured in several ways. Based on our understanding of the facilities and interviews with staff, we obtain a criticality rating for each building system or piece of equipment. Secondly, we determine the "observed remaining life" of the systems by identifying any deferred maintenance or lack of preventative maintenance (the "observed remaining life" is not necessarily the real age of the system, for example, if a 5-year-old boiler has never been maintained, it's "observed remaining life" may be 10 years old). Taking all of the ratings into consideration, a score is</p>

determined and can be used for repair or replacement prioritization.

Asset Tagging

During site walk-throughs McKinstry can apply asset tag stickers to assets determined to be in scope for tagging. Asset tag QR codes and/or unique identification numbers will be logged for upload into CMMS.

3. Estimate

Prepare Reality-Based Construction Cost Estimates & Action to Address Deficiencies Utilizing our team’s experience with all of the building systems, cost data, and past experiences, an opinion of probable cost will be developed for each element within the report to assist in establishing appropriate repair budgets. Depending on the complexity of a given building and the corresponding condition, we have professional cost estimators who can provide line-item breakdowns of materials and labor anticipated for repairs along with summaries of assumptions. Additionally, our goal in cost estimation is not to simply provide the owner with a list of potential projects, but potential recommendations and solutions.

4. Analyze

Prepare Reveal™ dashboard and FCA report

We then compile all field observation reports, along with documented interviews into a final working presentation document. Once the FCA process is completed, the finalized data will be uploaded to the Reveal platform. This will allow the Client the ability to analyze the data to inform future capital planning scenarios to make the best financial decisions for the organization.

Once an accurate, complete data inventory has been established, McKinstry can work with the Client to upload the assets into CMMS. Uploaded data will include all information included in the assessment that is 1) desired by the Client to be included in the CMMS, and 2) is formatted in a manner that allows direct upload. In addition to the inventory, McKinstry will work with the Client to standardize equipment naming conventions wherever possible. This will be done ensure common language is used between different facilities and that assets are named the same way in the CMMS and Reveal.

Reveal Dashboard

Reveal is a cloud-based facility management technology for building performance optimization. Through an online portal that is unique to every client, this technology aggregates data from various building operation sources and provides powerful visualizations for facility managers, operators, and executives to drive critical decisions for performance. Specifically, Reveal is capable of integrating utility bill, building meter, building automation system, building asset inventory, renewables, and weather data onto a single cohesive dashboard. It tracks facility performance using client-specific fault aggregation, KPIs and normalized baseline comparison. The result is a complete view of client facility optimization by facility operators, managers and all levels of an organization to inform operation, management decisions and the ability to effectively communicate strategy and results.

As the availability of and amount of “big data” increases, the ability to navigate and filter the data to prioritize action and make informed decisions is becoming increasingly complicated, overwhelming, and time-consuming. Building performance and operational data is abundant; however, facility managers are making critical decisions based on only part of the overall picture because the data is inconsistent and disparate. Operators typically have several different systems, each with a piece of the overall building performance picture, but the data is stuck in the separate (sometimes proprietary) tools and not easily accessible and digestible from a central platform. Executives are receiving little information or mixed messages and are unable to easily summarize and communicate high level facility management strategy or results.

The following section highlights the various Reveal modules that will be deployed and the process to acquire and maintain the data displayed.

Capital Planning Module

The Reveal Capital Planning module is an interactive visualization, reporting, and communication tool for asset management. Asset data is imported or a custom interface with a client’s CMMS can be set up. Asset scores are calculated based on various asset ratings such as condition, occupant impact, energy impact, estimated replacement cost, and observed remaining life. Users are able to filter assets based on preferences including occupant and energy impact and estimate asset replacement utilizing net present value and cash flow analysis over time.

Reveal Capital Planning displays the following information:

- Present value of asset replacement and key metrics
- Ability to view by site, equipment subsystem, and equipment type.
- Interactive tree map where you can sort by asset score, condition, occupant impact, energy impact, replacement cost, and remaining life.

- Present value of cash flows for capital planning needs
- Prioritized asset list that is easily sorted and filtered.

Data Ownership

All data collected by McKinstry will be stored in a central database for use in Reveal Dashboard. Data is owned by the Client and is transportable to any compatible format or application.

5. Integrate

Project Outcomes & Integration

Findings will be summarized and prepared for presentation to the Client for review and discussion of report findings. A presentation meeting will provide an opportunity to answer questions with regard to report findings, methodology and opportunities within the FCA.

6. Plan

Capital Planning Support

We recognize that the asset information, cost estimates, and opinions of remaining life provided during the FCA are only the first steps in beginning to craft a well-informed capital improvement plan. We will work with your staff to sort through and interpret this data, customize data exports, prioritize projects, identify design and engineering needs, and update cost estimates and timelines. The final objective for these support services will be to provide the Client with everything they need to develop an accurate, data driven capital improvement plan for the years to come. McKinstry's process for providing capital planning support is summarized below.

- Hold capital planning kick-off workshop(s) to better understand the Client's planning process, align on goals, needs, data formatting requirements, and timelines, and define what types of assets or projects can and cannot be accomplished by in-house maintenance staff.
- Review current backlog of high priority assets to be replaced.
- Evaluate FCA data to assist with identification of project opportunities involving multiple assets requiring replacement.
- Develop initial project scope(s) to be used for capital planning and budgeting purposes.
- Evaluate timelines to strategically stagger and budget for projects based on the Client's priorities, goals, and objectives.
- Asset Data Quality

To maintain an accurate, up to date understanding of facility conditions for the Client's building portfolio, McKinstry can provide annual updates to the recently completed Facility Condition Assessment. Updates shall include capture of newly installed or replaced assets since previous year, significant changes to physical condition or functionality of existing assets, and revised pricing for all assets to account for inflation, industry cost trends, or other escalations.

Performing these updates to your asset inventory on an annual basis is the most cost-effective way to ensure your data remains accurate. McKinstry's industry experience has showed us that clients opting to update their FCA data only once every 5-10 years end up paying for full re-survey of their building portfolio to gain the data accuracy necessary to inform capital planning decisions. The relatively low-cost investment of annual FCA updates not only keeps data accurate for each year's budget cycle, but also results in a lower overall cost to the client over that same 5-10-year period.

Maintaining an up-to-date asset inventory will allow the Client to continue making informed, data-driven decisions on building related capital needs for the years to come.

Dashboard Upgrades

The Reveal Dashboard is upgraded periodically throughout the year. These upgrades result in new features the Client can take advantage of. Upgrades are included in the pricing for this service and will not require additional funding later to get the benefits.

Administration & Training

Throughout the contract term, the McKinstry team will provide training as needed for new users to the system. We understand that staff will change over time and therefore access and training for the dashboard will be a continuous requirement.

32	Describe any forecasting of potential renovations, upgrades, or modifications	<p>McKinstry has a large construction business in the Pacific Northwest and design-build, general contracting teams all over the country. We have real-time cost data that is more accurate than generalized pricing given in RS Means. That said, we lean on RS Means in the rare instance where our construction and design-build teams don't have cost data. We also have a architecture team that focuses more on pricing for space renovations or modifications.</p> <p>For facility assessments, we incorporate this pricing typically in a like-for-like replacement cost for each system or asset. In order to complete a 5, 10, 20 or 30-year term capital plan, we use a forecasted annual inflation rate to apply to future replacement costs. That cost data is shared to clients in both the asset workbook (a comprehensive excel spreadsheet with all assets and systems) as well as our RevealTM capital planning dashboard.</p> <p>Part of McKinstry's sustainability offering is consulting on not replacing equipment like-for-like, but conducting a life-cycle analysis for what the more sustainable replacement option would be. The initial cost might be higher, but there are grants and other incentives that lower the initial investment while having operational savings for the life of the equipment. A low-cost, first-step for building electrification, renewable energy and other sustainable projects is a feasibility study. This confirms whether it is worth investing more time and money in a project without sacrificing too much of either.</p> <p>The RevealTM Capital Planning module is an interactive visualization, reporting and communication tool for asset management. Asset data is imported or a custom interface with a client's computerized maintenance management system (CMMS) can be set up. Asset scores are calculated based on various asset ratings such as condition, occupant impact, energy impact, estimated replacement cost and observed remaining life. Users can filter assets based on preferences including occupant and energy impact and estimate asset replacement utilizing net present value and cash flow analysis over time.</p> <p>Reveal Capital Planning displays the following information:</p> <ul style="list-style-type: none"> - Present value of asset replacement and key metrics - Ability to view by site, equipment subsystem and equipment type - Interactive tree map where you can sort by asset score, condition, occupant impact, energy impact, replacement cost and remaining life. - Present value of cash flows for capital planning needs - Prioritized asset list that is easily sorted and filtered
33	Describe any cost analysis and budgeting tools you utilize and how the information is shared with stakeholders.	<p>McKinstry has a large construction business in the Pacific Northwest and design-build, general contracting teams all over the country. We have real-time cost data that is more accurate than generalized pricing given in RS Means. That said, we lean on RS Means in the rare instance where our construction and design-build teams don't have cost data.</p> <p>For facility assessments, we incorporate this pricing typically in a like-for-like replacement cost for each system or asset. In order to complete a 5, 10, 20 or 30-year term capital plan, we use a forecasted annual inflation rate to apply to future replacement costs. That cost data is shared to clients in both the asset workbook (a comprehensive excel spreadsheet with all assets and systems) as well as our Reveal capital planning dashboard.</p>
34	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>The services required in this RFP align directly within McKinstry's experience and capabilities. McKinstry has the ability and, more than willingness, we have an eagerness to leverage the contract with both our customers and the existing Sourcewell participating entities. We believe this contract will be an asset to our sales teams and our customers.</p> <p>McKinstry has been providing facility assessment and planning for over 20 years. We have been repeatedly nationally recognized by industry organizations and have an excellent reputation of providing detailed accuracy, thoroughness and quality in our services. With over 700 qualified professional employees distributed across 23 regional offices, we are positioned well in geography and skill sets to deliver to ensure comprehensive solutions specifically customized to the needs of individual customers.</p> <p>As an equipment agnostic, professional services provider, McKinstry provides unbiased assessments and recommendations, focused on the best solution for the customer in all aspects of assessment and planning. Our offerings and are scopes are customized to meet the exact needs of each customer. Meeting the customer at their current point of need, while supporting a future ready approach that supports long-term capital and strategic planning. Ensuring that the customer has the data, the analysis and confidence to make sound financial and investment decisions in their planning.</p>

35	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	McKinstry has the ability and willingness to support Sourcewell participating entities in Canada. McKinstry does not currently have offices or direct staff members living in Canada. We do have a small number of existing customers in British Columbia, which are served in both sales and services, through our Seattle location. McKinstry has offices in Seattle, Washington; Missoula, Montana; Bozeman, Montana; Minneapolis, Minnesota; Madison, Wisconsin; and Chicago, Illinois. From these locations, we can provide sales and service support with less than 4 hours of travel to participating entities in Canada. As growth develops, McKinstry would consider direct offices in Canada in support of its customer base.	*
36	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	McKinstry is available to provide services throughout the United States and Canada.	*
37	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	McKinstry has no excluded account types or participating entities.	*
38	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	For customers outside of the contiguous United States, McKinstry will request that participating entities cover travel and related expenses for required for on-site work. We will strive to minimize costs by utilizing virtual engagement tools. Our goal is to deliver maximum value and comprehensive services while continuously seeking ways to work more effectively and efficiently, thereby reducing cost impacts.	*
39	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, McKinstry will extend terms of the awarded master agreement to Sourcewell's nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
40	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Upon selection, McKinstry will immediately appoint a Sales Excellence Program Manager. This Program Manager will take ownership of working across the McKinstry Sales & Marketing teams to rapidly and effectively launch a marketing strategy promoting this opportunity.</p> <p>We would execute both an internal and external marketing strategy immediately upon award.</p> <p>1. Internal Launch to McKinstry Sales Organization The McKinstry Sales Excellence team will execute an internal launch to our national sales organization, which will include:</p> <ul style="list-style-type: none"> - Development of an internal resource site with training materials, tools, and collateral related to the contract, to be operational within 14 days of the contract award. - Virtual training courses for the McKinstry sales team, recorded for future onboarding and refresher training, scheduled within 30 days of the award. - Engagement with our 23 regional offices to discuss contract promotion and integration of Sourcewell resources in their markets. - Ongoing quarterly updates to the sales organization, sharing wins, lessons learned, best practices, and reinforcing the value of utilizing the contract mechanism. - Provision of marketing materials to support the awareness and engagement of existing McKinstry customers. - Proposal template materials for inclusion in customer facing proposals/presentations. <p>2. External Marketing Strategy The McKinstry Sales Excellence team will work with our marketing and communications team to develop a strategy for promoting the contract award, which will include:</p> <ul style="list-style-type: none"> - Announcements on our external website and social media platforms. - A targeted marketing campaign for Sourcewell's participating agencies, in compliance with Sourcewell processes and requirements. - An email marketing campaign directed at our existing customer base. - Direct engagement from sales executives with our customers. - Continuous creation and distribution of promotional materials and success stories highlighting effective contract utilization, to maintain awareness and validate the contract's value. - On-going marketing at industry conferences and trade events. - On-going alignment with Sourcewell to leverage all means and mechanisms available for promotion of the contract within the Sourcewell participating entity base. <p>The McKinstry organization has averaged over \$20M per year of sales volume in facility assessment and planning services. That volume has consistently grown by at least 10% every year for the past 5 years. Leveraging the strength and credibility of Sourcewell, combined with McKinstry's direct sales and marketing efforts, we believe that we can accelerate our growth and provide a compelling value to our customers in a trusted contracting mechanism.</p>

41	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>McKinstry believes that using technology and digital data is crucial for enhancing marketing effectiveness. We leverage our external website(s), multiple social media platforms (LinkedIn, Facebook, Twitter and Instagram), our Salesforce CRM tool, as well as lead generation tools such as Seamless AI and Definitive Healthcare. We are constantly reviewing, analyzing and improving our use of tools to support our sales teams.</p> <p>While technology allows us to go faster, it does not replace our direct customer engagement. We have built our business and maintained our reputation through being present and focused on our customers. Our commitment is to continue to drive the personal interactions, quality engagement and relationships directly with our customers. We will leverage technology in support of improving the experience.</p> <p>Examples of areas in which we effectively utilize digital tools and metadata are:</p> <p>Social Media Analytics: LinkedIn, Facebook, Instagram, and Twitter provide detailed analytics on audience engagement, demographics, and behavior. We leverage this data to help in understanding what content resonates most with the target audience, allowing us to tailor strategies accordingly.</p> <p>SEO and Web Analytics: We track user interactions on our website(s), providing insights into traffic sources, user behavior, and conversion rates. By analyzing this data, we can optimize our websites for search engines and improve user experience.</p> <p>Email Marketing: Utilizing metadata from email campaigns (open rates, click-through rates, etc.) enables us to refine messaging and segmentation strategies. A/B testing different subject lines and content helps identify what drives engagement.</p> <p>Salesforce Customer Relationship Management (CRM) System: Salesforce stores customer data, purchase history, and interaction logs and contact management. This information allows for personalized marketing efforts, enhancing customer loyalty and retention as well as letting us quickly generate targeted lists of contacts for specific campaigns and engagement.</p> <p>Data-Driven Content Creation: Utilizing insights from social media trends and keyword research helps us create relevant and timely content that attracts and engages audiences.</p> <p>Lead Generation Resources: Utilizing external software programs from entities such as Seamless AI and Definitive Healthcare, enables us to find specific targets in larger groups of prospective customers. Choosing titles, geographic locations, or entity type to build and generate external marketing campaigns. We can target by "intent" looking for customers who are doing searches for services such as Facility Assessments or Facility Planning.</p> <p>Webinars: McKinstry routinely hosts and participates in webinars. As appropriate and aligned with webinar content, McKinstry would include reference to the Sourcewell contract and recommendations of utilization as the contracting mechanism.</p> <p>Successful utilization of digital tools and analytics enables us to develop more targeted strategies, improve customer engagement, and ultimately drive sales.</p> <p>McKinstry shares information through Twitter and Linked In related to services we provide. We use mass email marketing campaigns to determine level of interest, but then follow up with personalized approach.</p>
42	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>McKinstry would immediately work with Sourcewell to understand the roles, responsibilities, resources and tools available through Sourcewell.</p> <p>It is our expectation that Sourcewell would recognize and publish the award of the contract through the Sourcewell's standard methodology and that our company information would be visible on the Sourcewell website related to this contract. We expect that Sourcewell will provide training on reporting requirements and utilization of the contract. We also expect access, in Sourcewell's standard methodology, to the list of Sourcewell participating entities. Whether that be via a website portal or by a routinely updated workbook.</p> <p>McKinstry expects our sales and marketing organization to carry the responsibility of promoting sales through the contract mechanism. We would appreciate the partnership and coaching from Sourcewell in sharing expertise and insights, but do not require them to successfully promote and market this contract award.</p>
43	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, McKinstry does not have an existing e-procurement ordering process.

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
44	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Operator training is at the heart of every program and service that McKinstry offers. McKinstry's facility consulting team provides training on the use of our proprietary data visualization tool, RevealTM. Reveal enables clients to perform effective data-driven decision making, as well as impactful stakeholder communication. User-level training for primary client point of contact is included in Reveal pricing. Training for a group or over longer periods of time will be priced on an hourly basis during contract negotiation.</p> <p>Additional training outside of traditional FCA scope of services is also something McKinstry provides. McKinstry delivers documentation and training for operations and maintenance teams to implement preventative maintenance plans, as well as process and procedures. McKinstry also provides guidance on selecting, implementing and training on computerized maintenance management systems or CMMS. These would be added costs to our FCA offering and dependent on final scope.</p> <p>Most owners and operators do not have standard processes that ensure information is managed and teams are trained to prepare for day one of building operations or (for existing buildings) get out of reactive mode. McKinstry has developed a core offering called Transition to Sustainable Operations® (TSO®) to help our clients transition new and existing buildings to optimal overall performance by developing best-in-class operational practices, including but not limited to client engagement, energy performance optimization, KPI tracking, training, CMMS integration, asset tagging, and information management.</p>
45	Describe any technological advances that your proposed Solutions offer.	<p>McKinstry's facility consulting program delivers so much more than a thick, paper binder that gathers dust on a client's shelf. Our actionable analysis is delivered in a digital and updatable format that enables you to possess and use a "living" data visualization planning tool (RevealTM) that evolves with your building portfolio. The Reveal tool is modular and can combine data from several different data sources (utility, building automation system, sub-meters, renewable energy systems, weather and asset inventory data) into one powerful portal. It provides views to analyze facility performance over any data range and for a variety of performance metrics. It can track key performance indicators (KPIs) on your facilities to quickly highlight performance issues as well as analyze faults and trends to identify opportunities for improvement.</p> <p>The Reveal Capital Planning module is used for our facility assessment offering and is an interactive visualization, reporting and communication tool for asset management. Asset data is imported or a custom interface with a client's computerized maintenance management system (CMMS) can be set up. Asset scores are calculated based on various asset ratings such as condition, occupant impact, energy impact, estimated replacement cost and observed remaining life. Users can filter assets based on preferences including occupant and energy impact and estimate asset replacement utilizing net present value and cash flow analysis over time.</p> <p>Reveal Capital Planning displays the following information:</p> <ul style="list-style-type: none"> - Present value of asset replacement and key metrics - Ability to view by site, equipment subsystem and equipment type - Interactive tree map where you can sort by asset score, condition, occupant impact, energy impact, replacement cost and remaining life. - Present value of cash flows for capital planning needs - Prioritized asset list that is easily sorted and filtered
46	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>McKinstry has a goal of halving our greenhouse gas emissions by 2025 (using 2019 as a base year) and achieving net zero emissions by 2030. We look to achieve these goals by electrifying our fleet of ~600 vehicles, decarbonizing our facilities through the removal of natural gas and procurement of renewable energy, and offering low/zero emission alternatives to employee business travel and commutes. In addition, we are looking to deepen our understanding around the sustainability of our supply chain through the introduction of a "Supplier Code of Conduct" and collecting data on the emissions of our suppliers and vendors.</p> <p>These efforts support both internal and external commitments, including MEP 2040 and The Climate Pledge. We also leverage our experience decarbonizing our own operations to inform our work on behalf of customers.</p>

<p>47</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>McKinstry has helped clients in their pursuit of several certifications including LEED, BREEAM, Zero Carbon, and Zero Energy. Our work extends to our own facilities, including our Spokane office in the Catalyst building, which is the largest building of its kind to receive both ILFI's Zero Carbon and Zero Energy certifications. We also break new ground in the types of buildings we are able to qualify for these certifications, including Seattle's Climate Pledge Arena which is the first Zero Carbon arena complex in the world to be certified by ILFI.</p> <p>McKinstry has acted as the Commissioning Authority for numerous projects throughout the nation. We have also participated in well over 200 LEED® projects executing both the commissioning prerequisite and enhanced commissioning credits.</p> <p>McKinstry maintains formal and informal relationships with other key stakeholders advocating for improved sustainable practices in the built environment through professional networks, board positions, and sponsorships. These include the Carbon Leadership forum, the International Living futures Institute, RMI, and Climate Solutions.</p> <p>McKinstry boasts a nationwide roster of professionals that hold LEED AP certificates and expertise in sustainable design and construction from accredited institutions. With expertise rooted in various regions and industries, we can effectively address the unique sustainability needs of diverse projects, delivering solutions that prioritize environmental stewardship and innovation.</p>
<p>48</p>	<p>Describe approaches used by your company to align recommendations with an owner's sustainability goals.</p>	<p>McKinstry understands that efforts to reduce emissions and minimize climate impacts must also align with competing priorities. However, we do not accept the false choice that decarbonization and broader sustainability goals are in conflict with other business considerations. Through our Zero+ offerings, we develop strategies that help clients achieve zero carbon goals PLUS a building that is more reliable, more efficient, more comfortable and safer, more in compliance, and overall better serves critical stakeholders.</p> <p>As a company, McKinstry has made strong commitments to sustainability and considers waste, energy, water, and carbon reduction in its own operations a central goal. Because most owners have similar carbon-reduction and emission-reduction goals, potentially aligned with a formalized Climate Action Plan, McKinstry can provide a "gap analysis" to see where a customer currently stands in achieving their goals and what is necessary to stay on track, or get back on track, to meet these goals. We are also able to follow through and design and manage any implementation of replacements and upgrades.</p> <p>Through our FCA process, we provide actionable data for owners to understand how to hit their targets. We are staffed with professional engineers, Certified Energy Managers and other experts to make sure we provide sound approaches and recommendations.</p>

<p>49</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Our business philosophy is built around a long-term focus rather than a short-term one. As our services evolved, McKinstry developed the For the Life of Your Building philosophy that supports our commitment to offer the best in design, construction and operation of our clients' facilities.</p> <p>McKinstry is committed to establishing and maintaining for you a sense of safety, trust, stability, and certainty in your investment with us. We care and think about the life of your buildings—not lucrative projects in the short-term that don't meet the needs of the staff, visitors, and communities you support. This "for the life of your building" philosophy is not merely a tagline for McKinstry; it is engrained into everything we do.</p> <p>McKinstry is a leader in construction management and performance contracting, but we also are market leaders in design and energy engineering, commissioning and retro-commissioning, measurement and verification, warranty and issue management, utility bill tracking, and behavior-based energy savings programs. The knowledge store available to us means that we truly provide our clients with informed recommendations for ideal solutions during Facility Condition Assessments (FCA).</p> <p>As FCAs are a core competency, McKinstry brings unique expertise to our FCA process and deliverables.</p> <ol style="list-style-type: none"> 1. We use our facility design, construction and operations experience to understand, define, and provide solutions for customer problems. 2. We view interpreting data – not simply gathering data – as one of our core responsibilities to help facilitate the most effective maintenance strategies. 3. We understand that the accuracy of the underlying data is paramount to its usefulness. <p>To make data even more actionable, McKinstry incorporates all collected data into our online, interactive data visualization tool, Reveal™, that gives decision makers the ability to navigate through their portfolio from top to bottom, plan multiple scenarios for funding and replacement, and communicate priorities and plans to stakeholders. Additionally, Reveal™ provides the requested data encryption, single-sign on and role-based permission capabilities to ensure easy and secure access for all authorized stakeholders.</p> <p>To date, McKinstry has assessed over 285 million assets, spanning more than 140 million sq. ft. and 2,500+ buildings. Company-wide, we have provided more than \$160M worth of facility condition assessments (FCAs) and operational optimization services over the past five years across 150+ multi-site clients.</p>
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Table 5B: Value-Added Attributes

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

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
59	Describe your payment terms and accepted payment methods.	Our standard payment terms are Net 30. We do however, work with customers whenever possible to align with their procurement process and payment terms. McKinstry accepts check payments, ACH/Wire Transfer and credit card payments. A 3% fee is associated with credit card payments.

60	Describe any leasing or financing options available for use by educational or governmental entities.	<p>The scope included in this RFP are all professional services and therefore are not typically applicable for leasing or financing options. McKinstry utilizes a milestone billing process for professional services including facility assessment and planning services. During the scoping and kick-off of the project, the McKinstry project management team will work with the customer to review the progress completion schedule and ensure an understanding of the alignment of billing cycles and payment amounts in relation to the project schedule. We are open to negotiating the terms of payment with a customer on a project-by-project basis.</p> <p>For projects in which McKinstry is involved in the execution and delivery of scopes of work including equipment, construction and infrastructure, we have mechanisms to support customers in funding such as Energy-as-a-service, performance contracting, Private-Public-Partnerships. It must be noted that McKinstry is not a financial advisor and therefore cannot act in that capacity.</p>	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	McKinstry has uploaded our standard Terms and Conditions for all Technical Service offerings covered in this response under the document "Table 6 and 7 Pricing Offered and Terms and Conditions".	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, McKinstry does accept P-card and other credit cards as a form of payment. A 3% fee is assessed on credit card charges.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>McKinstry's facility assessment and planning services pricing is based upon the resource time to complete the scope of work. The scope of work for each customer will be unique based upon the services needed by the customer, the number of buildings, square footage, accessibility, and resources required on-site. Pricing for tools and resources in the execution of the facility assessment and planning would be included in our line-item rates.</p> <p>McKinstry understands the need to be competitive. Our team will work with each customer to ensure that the scope of work is right sized for the outcome needed by the customer and to negotiate pricing that is competitively positioned.</p> <p>McKinstry has uploaded our proposed pricing information under the document "Table 6 and 7 Pricing Offered and Terms and Conditions", which provides standard list pricing data and the Sourcwell discounted rates.</p> <p>McKinstry will provide additional discounts and efficiencies in execution based upon multi-solution/service purchases.</p> <p>The only costs beyond our list pricing would be for travel reimbursement.</p> <p>All prices listed are in 2025 US Dollars. McKinstry reserves the right for an annual price adjustment in alignment with inflation or circumstances beyond our control.</p>	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>The following discounts shall apply to all services proposed as part of this agreement:</p> <p>Up to 20% discount off the published list prices. The pricing information attached provides both our published list prices as well as the Sourcwell discounted rates.</p>	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Additional discounts and efficiency in executing scope will be realized through larger projects consisting of multiple buildings, large square footage or the purchase of multiple solutions. McKinstry will work with each customer to identify efficiencies and related cost savings on a per project basis.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Through the development of the unique scope of work, should a "sourced" or "non-contracted" item be required, McKinstry will supply a quote to the customer at that time.	*

67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Costs NOT included in the pricing submitted with response are:</p> <ul style="list-style-type: none"> - Travel related expenses. Travel expenses will be reimbursed at cost plus ten percent. Travel shall include the cost of travel, business meals, lodging, communication cost, printing and production costs. - Sales tax - Performance and/or payment bonds - Additional scopes of work, outside the facility assessment and planning scope, such as asset tagging or specialty consultants, would not be included in this pricing. McKinstry would work with the customer to define the scope and outcomes and provide a quote for additional services. 	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Not applicable.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Not applicable.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>*See uploaded services document titled "Table 2B, Table 3, Table 8A" for description of McKinstry's data visualization tool Reveal, which allows for clients to interact with their data and make prioritized decision about their O&M and capital renewal needs.</p> <p>McKinstry's facility consulting services can be delivered entirely paper-free and can be maintained on our secure server with 24/7 access by the client. Depending on the level of detail desired by the client and amount of data available from the client, McKinstry can perform 100% of the consulting work described in this RFP remotely, to include report delivery, stakeholder presentations, and data updates (for annuity services). McKinstry prides itself on our ability to flex to meet client needs and will do our utmost to ensure project delivery exceeds client expectations.</p> <p>McKinstry's facility consulting program delivers so much more than a thick, paper binder that gathers dust on a client's shelf. Our actionable analysis is delivered in a digital and updatable format that enables you to possess and use a "living" data visualization planning tool (Reveal™) that evolves with your building portfolio. The Reveal tool is modular and can combine data from several different data sources (utility, building automation system, sub-meters, renewable energy systems, weather and asset inventory data) into one powerful portal. It provides views to analyze facility performance over any data range and for a variety of performance metrics. It can track key performance indicators (KPIs) on your facilities to quickly highlight performance issues as well as analyze faults and trends to identify opportunities for improvement.</p> <p>The Reveal Capital Planning module is used for our facility assessment offering and is an interactive visualization, reporting and communication tool for asset management. Asset data is imported or a custom interface with a client's computerized maintenance management system (CMMS) can be set up. Asset scores are calculated based on various asset ratings such as condition, occupant impact, energy impact, estimated replacement cost and observed remaining life. Users can filter assets based on preferences including occupant and energy impact and estimate asset replacement utilizing net present value and cash flow analysis over time.</p>	*

71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	<p>McKinstry will designate a single point-of-contact (Program Manager) that will be the liaison to Sourcwell. This person will be responsible for ensuring total compliance by McKinstry to Sourcwell pricing and practices, providing reports and maintaining a database internally for all Sourcwell-related information. We do this with other procurement cooperatives that we participate in. With our internal project tracking system, we have built in metadata that isolates projects for each of these cooperatives. This includes our AP/AR department being alerted when these projects are booked.</p> <p>This process begins with the origination of a proposal and is closely monitored through the execution of the project. When a project is sold utilizing the Sourcwell agreement, the Sales Executive identifies the Sourcwell contract in both the Salesforce CRM and in our project management/accounting platform. This triggers the rigor of process managed, by the Program Manager, to ensure a check and balance throughout the project.</p>	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>McKinstry will measure:</p> <ul style="list-style-type: none"> - E-mail and marketing campaigns (openings, clicks, requests for information) - Sales pipeline volume (the # and \$ volume of opportunities and there status in our Salesforce CRM identified as Sourcwell) - Sales Pipeline velocity (the speed of which opportunities move through the sales stages, i.e. from lead to proposed to sold status) - Opportunity win rate - Instances when clients are unable to use Sourcwell for service procurement. - Pricing of projects and payment to Sourcwell. - Case studies for each Sourcwell project. - Locations and market sectors of Sourcwell projects completed. - Customer satisfaction - Actual cost of project execution versus estimated cost (profitability) 	*
73	Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The propose an Administrative Fee will be payable to Sourcwell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	McKinstry proposes a 2% administrative fee of the total project purchase price. This fee shall be calculated based upon the total purchase price less any applicable sales tax, performance/payment bonds and travel costs.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	<p>McKinstry's published list pricing for hourly rates applicable to the services covered in this proposal are attached. See document labeled "Table 6 and 7 Pricing Offered and Terms and Conditions".</p> <p>McKinstry will provide up to a 20% discount based upon project size, scope, and included services/solutions.</p>

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>Our facility assessment and planning support begins with our version of a facility condition assessment (FCA) process that includes both quantitative and qualitative assessments. The qualitative assessment incorporates professional experience and first-hand knowledge derived from site assessments of building elements. Quantitative assessment includes capture of field data for all equipment in scope and integration with industry data regarding equipment and facilities lifecycle and cost. Our meticulous approach to combining expertise, intelligence, data and analytics leads to a robust and reliable determination of facility condition.</p> <p>Using non-invasive, non-destructive testing and observation methods our FCA process consists of six key components:</p> <ol style="list-style-type: none"> 1. Learn: Documentation review and interviews with key on-site personnel 2. Assess: Walk-through survey by team of field observers representing key disciplines 3. Estimate: Prepare reality-based construction cost estimates and action to address deficiencies 4. Analyze: Prepare Reveal™ dashboard and FCA report 5. Integrate: Project outcomes and integration 6. Plan: Capital Planning Support <p>The Reveal™ Capital Planning module is an interactive visualization, reporting and communication tool for asset management. Asset data is imported or a custom interface with a client's computerized maintenance management system (CMMS) can be set up. Asset scores are calculated based on various asset ratings such as condition, occupant impact, energy impact, estimated replacement cost and observed remaining life. Users can filter assets based on preferences including occupant and energy impact and estimate asset replacement utilizing net present value and cash flow analysis over time.</p> <p>Reveal Capital Planning displays the following information:</p> <ul style="list-style-type: none"> - Present value of asset replacement and key metrics - Ability to view by site, equipment subsystem and equipment type - Interactive tree map where you can sort by asset score, condition, occupant impact, energy impact, replacement cost and remaining life. - Present value of cash flows for capital planning needs - Prioritized asset list that is easily sorted and filtered <p>FCA Deliverables:</p> <ul style="list-style-type: none"> - Reveal Capital Planning Dashboard (integration of asset/inventory data) - FCA Reports - Asset Management Workbook - Issues report - Photos
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Our Technical & Strategic Consulting Services</p> <ul style="list-style-type: none"> - ActiveOps™ - A comprehensive and transformative approach that allows you to take control of your building operations and advance your core business. - Active Energy Management (AEM) - Scaled solutions to define the current state of energy and equipment performance and recommended methods for improving, managing and reporting facility operational performance over time. - Commissioning (Cx) - A process that assures building equipment and systems function together, which is designed to enhance overall building performance. - Existing Building Commissioning (EBCx) or Retro-commissioning (RCx) – A process of assessing the current operation of a facility, identifying opportunities to optimize the performance and enabling the decision process by providing return on investment-based information for each recommended measure. - Facility Condition Assessments (FCA) and Capital Planning - A process to document, analyze and benchmark the current condition of facility assets. It makes data actionable by combining condition data with financial analysis to identify capital planning priorities. - Master Systems Integration (MSI) - System design and implementation across multiple systems to develop a fully integrated solution, rather than several disparate systems. - powerED - Occupant engagement and behavioral awareness programs focused on resource conservation, including ENERGY STAR Portfolio Management. - Sustainability Planning – Planning support to assist facility owners in establishing attainable sustainability planning and provide a road map of projects and action items to meet sustainability goals. - Transition to Sustainable Operations® (TSO) - A process to ensure a building performs as designed while preparing staff to operate and sustain performance of new systems and equipment.

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
77	Facility and building condition assessment and auditing	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>McKinstry has assessed over 285 million assets, spanning more than 140 million sq. ft. and 2,500+ buildings. This depth of experience has translated into a refined, real-world approach to developing thorough, action-oriented facility condition assessments. This is a core offering to our business and described in the section above, 8A.</p>
78	Energy, utility, and emissions assessment and planning	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>McKinstry has several offerings that positively impact energy efficiency and emission assessment and planning.</p> <p>McKinstry provides energy audits and is authorized to complete retro-commissioning (RCx) and monitoring-based commissioning (MBCx) on behalf of several utility programs around the country, including Focus on Energy in Wisconsin, ComEd in Illinois and Excel Energy in Minnesota, Colorado and other states. These RCx and MBCx programs target 5-15% utility reductions by finding low and no cost operational fixes like unoccupied setbacks/shutdowns, outside air optimization and implementing energy efficient sequence of operations on HVAC equipment.</p> <p>McKinstry has supported many clients in their sustainability journey. From planning around how to achieve their emission reduction goals to implementing a greenhouse gas (GHG) reduction road map by taking a lofty goal and breaking into several more obtainable phases. We offer planning, consulting as well as design-build and finance solutions for renewable, electrification and energy efficient projects.</p>
79	Site, safety, and code inspections	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>McKinstry incorporates site, safety and code violations in our facility assessment process. This does not replace a full code or ADA inspection, but we do flag violations immediately to building owners while onsite and again in our Issue report.</p>
80	Space utilization and planning	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>McKinstry can provide these services with our in-house architect team, but many times partner with architecture firms due to the number of clients we serve across the country.</p>
81	Geographic information system (GIS) services	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>While McKinstry facility assessments tag assets in a GIS format on our Reveal capital planning dashboard for easy location of assets, this does not qualify as a GIS service.</p>

82	Feasibility, sustainability, and lifecycle assessment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Part of McKinstry's sustainability offering is consulting on not replacing equipment like-for-like, but conducting a life-cycle analysis for what the more sustainable replacement option would be. The initial cost might be higher, but there are grants and other incentives that lower the initial investment while having operational savings for the life of the equipment. A low-cost, first-step for building electrification, renewable energy and other sustainable projects is a feasibility study. This confirms whether it is worth investing more time and money in a project without sacrificing too much of either.
83	Asset, capital, and deferred maintenance planning and asset classification	<input checked="" type="radio"/> Yes <input type="radio"/> No	This is a core differentiator to McKinstry's facility assessment services. We don't just give the client a spreadsheet with thousands of assets or a 400+ page report, we use our capital planning dashboard to make the FCA data actionable during the capital planning process, described above in 8A. McKinstry also provides asset maintenance support, that we call transition to sustainable operations. Some services offered are: - Asset tagging - Analyze current preventative maintenance (PM) practices - Develop a recommended PM Plan Report - Integrate the PM Plan into existing computerized maintenance management system (CMMS) or consult on what CMMS would be best for the client - Staffing planning support i.e. internal labor forecasting versus third-party servicing of particular equipment and costs associated with both
84	Benchmarking services and quality assurance	<input checked="" type="radio"/> Yes <input type="radio"/> No	McKinstry has completed benchmarking as well as building performance standard improvements clients. McKinstry's proprietary Reveal™ Utilities module has an application programming interface (API) connection to Energy Star Portfolio Manager for automated benchmarking. McKinstry is a top 5 new construction commissioning (Cx) firm for the last three years in terms of volume. Cx is a quality assurance process for construction and renovation projects.
85	Project management and coordination with facility owners	<input checked="" type="radio"/> Yes <input type="radio"/> No	McKinstry is a construction and design-build firm that offers project management services.
86	Contract management and financial monitoring	<input checked="" type="radio"/> Yes <input type="radio"/> No	McKinstry can review contracts with service providers on behalf of owners to determine if vendors are completing all the required tasks in their contract. As a construction firm, McKinstry can provide a wide array of contract management and financial modeling.

87	Budget development, and program management services	<input checked="" type="radio"/> Yes <input type="radio"/> No	McKinstry offers budget development and program management services for many of our facility owning client needs like capital planning, investment grade audits, asset management as well as more general change management related to optimizing operations and maintenance programs.
88	Assessment and planning services complementary to the offering of solutions described in lines 77 to 87 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Within the provision of Facility Assessment and Planning, the following may also be considered as part of FCA services, but as additional services: - Asset tagging (utilizing QR codes) - Use of Data Visualization Tool - Assessment of specialty systems (kitchen, lab, theater, security, etc.) - Educational Planning - Master planning - O&M training - Standard creations (SOP, EOP, MOP)

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Table 6 and 7 - Pricing Offered and Terms and Conditions.pdf - Wednesday October 23, 2024 18:05:35
- [Financial Strength and Stability](#) - Table 2A Financial Viability and Marketplace Success - Financial Letter.pdf - Wednesday October 23, 2024 18:05:48
- [Marketing Plan/Samples](#) - Table 4 Marketing Plan - Marketing Representative Samples.pdf - Wednesday October 23, 2024 18:06:04
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- [Requested Exceptions](#) - Sourcewell Redlined Contract - McKinstry.docx - Wednesday October 23, 2024 18:06:31
- [Upload Additional Document](#) - Table 2B, Table 3, Table 8A.pdf - Wednesday October 23, 2024 18:06:43

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Brian Floyd, Executive Vice President, McKinstry Essention LLC, McKinstry Viridis LLC

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_RFP_102424_Facility_Assessment Wed October 16 2024 04:32 PM	<input checked="" type="checkbox"/>	2
Addendum_7_RFP_102424_Facility_Assessment_& Planning Fri October 11 2024 02:15 PM	<input checked="" type="checkbox"/>	1
Addendum_6_RFP_102424_Facility_Assessment Fri October 4 2024 02:43 PM	<input checked="" type="checkbox"/>	1
Addendum_5_RFP_102424_Facility_Assessment Wed October 2 2024 01:31 PM	<input checked="" type="checkbox"/>	1
Addendum_4_RFP_102424_Facility_Assessment Tue October 1 2024 10:09 AM	<input checked="" type="checkbox"/>	1
Addendum_3_RFP_102424_Facility_Assessment Fri September 27 2024 08:36 AM	<input checked="" type="checkbox"/>	1
Addendum_2_RFP_102424_Facility_Assessment Tue September 17 2024 08:47 PM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_102424_Facility_Assessment Wed September 11 2024 02:41 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
MASTER AGREEMENT # 102424-MCK**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **McKinstry Essention, LLC** (Supplier).

Sourcewell awarded a Master Agreement (102424-MCK) to Supplier to provide Facility Assessment and Planning with Related Services (Agreement).

Supplier requests clarification of certain terms within the Agreement.

NOW, THEREFORE, the parties amend the Agreement as follows:

Table 1: Proposer Identity & Authorized Representatives,” Line Item 3 of the Proposal is modified to add, “McKinstry Viridis, LLC, is permitted to offer and sell Included Solutions under this Agreement.”

Except as amended, the Agreement remains in full force and effect.

Sou Signed by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Chief Operating and Procurement Officer

Mc DocuSigned by:
Brian Floyd, LLC
43DD27D8FA32412...
By: _____
Brian Floyd
Executive Vice President

Date: 12/8/2025 | 7:43 PM CST

Date: 12/8/2025 | 3:08 PM PST