



Solicitation Number: RFP #051123

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Hatch Associates Consultants, Inc., 1600 West Carson Street, Suite 1, Pittsburgh, PA 15219 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Electrification Transition Planning, Management, and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 19, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 (except for Article 13.C. Marketing) survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. Notwithstanding any other provision of this Contract, Supplier will perform the Services with due care, skill and diligence in accordance with the standard of care normally exercised by professionals providing similar services in similar circumstances, and where an obligation to ensure a result, outcome or a different standard is imposed in respect of the Services, Supplier meets the relevant obligation by meeting the professional standard of care. Supplier does not warrant nor guarantee any specific performance, costs, "fit for purpose," quantities, schedule, outcome or results. Supplier will reperform its Services at its own cost to correct any Services which fail to meet its standard of care, such reperformance at its own cost being the sole obligation of Supplier and sole remedy of the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This

approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services 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 Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional compensation terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales 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;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities under this Contract. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee. However, Sourcewell will not be paid an Administrative Fee for Services provided to Participating Entities where Participating Entities did not use Sourcewell to procure or solicit the Services.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract 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. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

A. Supplier must indemnify, , save, and hold Sourcewell and its Participating Entities, including their employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract, to the extent caused 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

B. Neither party shall have any liability to each other for any losses, damages or costs that can be construed as indirect, special, punitive, or consequential losses, damages, or costs.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

a. 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 and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *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, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. 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.

b. 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract 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.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers to Participating Entities that offer Equipment, Products, or Services under this Contract, at pricing lower than this Contract, must be approved by the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract 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 Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed

work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *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 Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for products liability-completed operations
\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. 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 sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their 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 Contract 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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 the Canadian government, as applicable; 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 Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts 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.

B. **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 be in compliance with all applicable Davis-Bacon Act provisions.

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

D. 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 contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. 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 Contract will comply with applicable requirements as referenced above.

F. 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.

G. 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).

H. 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.

I. 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.

J. 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.

K. 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 Contract 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.

L. 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.

M. 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.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract 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 Contract or any purchase by an authorized user.

O. 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 Contract or any purchase by a Participating Entity.

P. 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.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to

the anticipated work under this Contract 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.

R. 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.

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

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

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

Hatch Associates Consultants, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
8/31/2023 | 2:08 PM CDT
Date: _____

DocuSigned by:
Dominic A. DiBrito
20D06243E7BF425...
By: _____
Dominic A. DiBrito P.E.
Title: Managing Director-Transit
9/7/2023 | 10:40 AM CDT
Date: _____

Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coquette
Title: Executive Director/CEO
Date: 9/7/2023 | 10:43 AM CDT

RFP 051123 - Fleet Electrification Transition Planning, Management, and Related Services

Vendor Details

Company Name: Hatch Associates Consultants, Inc.
Does your company conduct business under any other name? If yes, please state: Hatch Associates, Inc.
Address: 1600 West Carson Street, Suite 1
Pittsburgh, Pennsylvania 15219
Contact: Natalie Cornell
Email: natalie.cornell@hatch.com
Phone: 215-540-8639
Fax: 215-540-8639
HST#: 13-6094431

Submission Details

Created On: Tuesday April 04, 2023 10:07:00
Submitted On: Thursday May 11, 2023 09:02:39
Submitted By: Natalie Cornell
Email: natalie.cornell@hatch.com
Transaction #: 368985c3-008b-4f76-a628-041e871291cf
Submitter's IP Address: 98.115.51.133

Specifications

Table 1: Proposer Identity & Authorized Representatives

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).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Hatch Associates Consultants, Inc. (USA) Hatch Ltd. (Canada) Proposer has separate contracting entities for each jurisdiction.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not applicable.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Not applicable.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 1J7K3 UEI: CY6NHKCKKSK9
5	Proposer Physical Address:	1600 West Carson Street, Suite 1 Pittsburgh, PA 15219
6	Proposer website address (or addresses):	www.hatch.com
7	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 and, in the event of award, will be expected to execute the resulting contract):	Dominic A. DiBrito, P.E. Managing Director – Transit 100 West Butler Avenue Ambler, PA 19002 (215)-641-8888 dominic.dibrito@hatch.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Hatch's Director of Bus and Sustainable Transportation will serve as our primary contact for this proposal: Daniel Lang, Ph.D., P.E., PMP Director, Bus and Sustainable Transportation daniel.lang@hatch.com Tel: (215)-641-8840 100 West Butler Avenue Ambler, PA 19002
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Daniel Lang will serve as our sole contact for the proposal.

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Hatch, an employee-owned, multidisciplinary professional firm, has offered a comprehensive array of technical and strategic services to support clients around the globe in the infrastructure, metals, and energy sectors for more than 65 years. Our 10,000-strong professional staff members work daily to deliver the critical engineering, consulting, project/construction management, information technology, and process development services required to progress our portfolio of over \$50 billion in active projects.</p> <p>Our commitment to quality service delivery helps our clients achieve unprecedented business results in the form of lower operating costs, more efficient use of capital, higher safety standards, lower risk exposure, quicker time to market, and continuous performance improvements.</p> <p>Hatch's Bus and Sustainable Transportation group works at the forefront of the fleet electrification technology evolution, participating in the industry's latest developments and monitoring projected advancements. We recognize the importance of understanding each entity's specific needs and incorporating the resulting insights into technology selection and transition planning decisions. Hatch has been involved in the development of zero emission technology applications since the beginning. We are the industry leader, combining expert, vehicle-oriented technical knowledge with highly specialized abilities in electrical/hydrogen infrastructure, cost model development, transit business operations, regional planning, environmental justice, and operations simulations.</p> <p>Hatch has also established itself as a leader in organizing cooperated efforts to transition fleets for government and non-profit entities. We have demonstrated success in locations such as Ontario, Maine, Michigan, and Texas, where we have brought dozens of participating entities together to develop regional transition strategies and to encourage cooperative purchasing. In fact, we have already assisted numerous Sourcewell participating entities with fleet electrification services. We will bring this experience to the Sourcewell contract to grow the participating entity pool and deliver excellent work to existing entities.</p>	*
11	What are your company's expectations in the event of an award?	We would work with participating entities to provide our support related to fleet electrification, management, and related services. Many of our clients and prospective clients have asked us about how they can contract us without the administrative effort of issuing an RFP. This will provide participating entities with a fast and efficient method to procure our services. We plan to leverage this contract to greatly expand our client base and market our capabilities to a larger audience.	*
12	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.	Hatch, operating as Hatch Associates Consultants, Inc. in the USA, is a privately held company, wholly owned by its employees. As a private company, financial information is not distributed. However, as a measure of our financial strength, we are providing the following key financial data extracted from the financial records of our consolidated group of companies, which are subject to an independent audit. Annual fee revenue for the Hatch group is in excess of \$1,000 million, shareholder's equity is currently in excess of \$500 million. Hatch maintains a very sound financial condition and has the financial capacity to support this effort.	*
13	What is your US market share for the solutions that you are proposing?	Hatch is considered an industry leader in fleet electrification and transportation engineering. That being said, it is very difficult to quantify market share with respect to consulting services. We have worked with over 45 clients in the US on fleet electrification initiatives, which is more than many of our competitors.	*
14	What is your Canadian market share for the solutions that you are proposing?	Hatch is one of the top engineering consulting firms in Canada. Similar to the US market, however, it is very difficult to quantify market share with respect to consulting services. Hatch has worked with numerous clients throughout Canada on fleet electrification and is considered a market leader in this space.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Hatch has never petitioned for bankruptcy.	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>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?</p> <p>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?</p>	<p>Hatch is best described as a service provider. Our sales and service force are Hatch employees and we do not intend to subcontract or work with any third-party entities under this contract.</p>	*
17	<p>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.</p>	<p>Fleet electrification does not typically require any licenses or certifications. Hatch does, however, have numerous licensed engineers and architects in both Canada and the US. We have also assisted our clients in receiving certifications related to sustainability and electrification such as Leadership in Energy and Environmental Design (LEED) for their infrastructure designs.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Hatch certifies, by submission of this Proposal, that neither it, nor its principals, or affiliates, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency, nor have they been in the last ten years.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Below is a small sample of the awards Hatch has received over the last five years:</p> <p>ENR Top 225 International Design Firms Engineering News-Record Ranking of top international design firms based on total design-specific revenue USA 2022</p> <p>ENR Top 150 Global Design Firms Engineering News-Record Ranking of top global design firms based on total design-specific revenue USA 2022</p> <p>ENR Top 10 Industrial Design Firms Engineering News-Record Ranking of top global industrial design firms based on total design-specific revenue USA 2022</p> <p>ENR Top 10 Design Firms by Region Engineering News-Record Ranking of top global industrial design firms by region based on total design-specific revenue (winner in Africa, Australia/Oceania, Latin America/Caribbean) USA 2022</p> <p>Canada's Best Managed Companies Deloitte, National Post, CIBC Commercial Banking, and Queen's University School of Business Recognition for sustaining a standard of excellence Canada 2022</p> <p>Canada's Greenest Employers Mediacorp Canada Inc. Recognition of outstanding environmental leadership and initiatives Canada</p>
20	What percentage of your sales are to the governmental sector in the past three years	Within our Transit Business Unit, which will manage this contract, approximately 99% of our sales over the last three years have been to the governmental sector.
21	What percentage of your sales are to the education sector in the past three years	Less than 1% of our sales have been to the educational sector. While we have a number of education sector clients, including some Sourcewell participating entities, this is an area we are looking to grow in the coming years with the Sourcewell contract.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Hatch is currently working on cooperative purchasing work for fleet electrification for five clients:</p> <p>Maine Department of Transportation: \$501,698 in the last three years</p> <p>Texas Department of Transportation: \$693,785.31 in the last three years</p> <p>Michigan Department of Transportation: \$242,000 in the last three years</p> <p>Cape Cod Regional Transportation Authority: \$152,000 in the last three years</p> <p>Canadian Infrastructure Bank: \$75,000 in the last three years.</p>
23	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?	Hatch does not currently have any GSA or SOSA contracts.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers to whom you have provided equipment, products, or services similar to the solutions sought in this RFP and who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
The Massachusetts Bay Transportation Authority	Alexandra Markiewicz	(617) 620-2476
The Maine Department of Transportation	Ryan Neal	(207) 592-4077
The Town of Breckenridge	Andy Cotton	(970) 547-3141

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional) to whom you have provided equipment, products, or services similar to the solutions sought in this RFP, including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
New York Metropolitan Transportation Authority	Government	New York - NY	Hatch currently provides extensive services to the New York MTA in support of fleet operations, procurement, and management. We are currently providing acquisition support to the agency for the purchase of hundreds of electric vehicles. We also are providing support for the integration of telematics systems on their buses. Finally, we are providing oversight for the installation of infrastructure and facility modifications throughout the system.	\$35,000.00-\$56,935,116.00	\$241,880,260.08
Los Angeles County Metropolitan Transit Authority	Government	California - CA	Hatch is currently providing acquisition support to the LACMTA's procurement department associated with their strategic plan to electrify their fleet.	\$10,000.00-\$29,477,699.15	\$74,448,569.23
Southeastern Pennsylvania Transportation Authority	Government	Pennsylvania - PA	Hatch is currently providing maintenance and acquisition services to the agency in support of their electric fleet initiatives.	\$171,311.00-\$22,098,789.00	\$37,814,763.59
Massachusetts Bay Transportation Authority	Government	Massachusetts - MA	Hatch has completed multiple fleet electrification feasibility studies for the MBTA. Hatch has also been involved in the oversight of infrastructure modifications to support their fleet electrification initiatives.	\$99,204.45-\$43,828,426.13	\$118,487,321.28
Toronto Transit Commission	Government	ON - Ontario	Hatch has overseen the installation of electric chargers and supporting infrastructure for TTC. Hatch has also been responsible for conducting feasibility and implementation plans associated with the agency's fleet electrification initiatives.	\$58,720.00-\$5,221,983.00	\$13,130,772.00

Table 6: Ability to Sell and Deliver Service

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.	Hatch's sales in North America are primarily driven by our regional leadership. Hatch has 42 sales employees in the US, and 28 sales staff in Canada. This sales team is backed by a larger pool of support staff who assist in developing our business.
27	Dealer network or other distribution methods.	Hatch has 47 offices in the US and Canada, which will serve as our method of distributing our services. We will service clients locally from our closest regional office. Our local staff will also be supported with subject matter expertise drawn from our global resource pool located throughout North America.
28	Service force.	Hatch has a global service force of approximately 10,000 professionals.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Hatch will be solely responsible for the ordering process, and will not rely on distributors, dealers, or others. When orders are received, Hatch's Director of Bus and Sustainable Transportation will orchestrate contracting, scheduling, and execution of all orders. Our Director will assign individual electrification contracts to specific Hatch resources and local offices for completion. This method provides Sourcewell and all participating entities with a single point of contact. Our Director will be fully supported by contracting, financing, and technical staff to achieve successful and efficient service.
30	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.	Customer service is at the core of everything Hatch does. Our staff are trained to treat client requests with a high degree of care and professionalism. Furthermore, customer service is part of our staff's performance evaluations, which incentivizes excellent support. When requests are received, we typically provide responses within 24 hours. In the event our staff are out of the office, we set up a chain of command and delegation to promptly respond to requests. With 47 offices located throughout the US and Canada we also have the ability to provide in-person support on short notice.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Hatch is able and willing to provide services to Sourcewell participating entities anywhere in the United States. Hatch operates 23 offices in the United States, placed strategically to support all geographic regions. Hatch has a service force of approximately 1,000 staff in the United States, meaning we can handle a large volume of projects.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Hatch is also able and willing to provide services to Sourcewell participating entities anywhere in Canada. Hatch operates 24 offices in Canada, placed strategically to support all geographic regions. Hatch has a service force of approximately 4,659 staff in Canada, meaning that we can handle a large volume of projects in this region. Resources are shared globally, meaning that the larger organization of roughly 10,000 can support these Sourcewell participating entities.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Hatch will service the entire geographic area. We do not have any geographic restrictions.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Hatch will service all participating entity sectors: government, education, not-for-profit. We have experience working with all of these sectors, and do not have any restrictions. Hatch does not have any other cooperative purchasing contracts that would limit our ability to promote the Sourcewell contract.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None.

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Hatch has placed a priority on marketing our capabilities related to fleet electrification. We will plan to build upon our robust existing strategy to market this contract opportunity. We will market through industry conferences, industry periodicals, social media, our company website, and client visits.</p> <p>Hatch attends all major industry conferences hosted by entities such as Center for Transportation and the Environment, the American Public Transportation Association, and Community Transportation Association of America. During these conferences, our staff actively market our capabilities to potential clients. We also frequently present content related to fleet electrification to demonstrate our expertise to the industry. Should we be awarded this contract, we will tailor our conference marketing approach to highlight the Sourcewell contract.</p> <p>Hatch also frequently markets through industry periodicals. We take out ad space as well as author articles about fleet electrification. If awarded this contract, we will sponsor articles and advertisements that highlight the advantages of using the Sourcewell contract.</p> <p>Hatch has a massive social media presence and leverages it to successfully market our services. For example, Hatch has nearly 300,000 followers on LinkedIn. Our staff also frequently market using social media, advertising our presence at industry events and the cutting-edge solutions we deliver for our clients.</p> <p>Hatch's company website was visited by nearly two million people over the last year. We use this massive draw to further market our capabilities. Two of the major marketing tools we deliver through our website are technical blogs and podcasts. Hatch currently has a series of blogs on fleet electrification where our experts share insights on how to transition fleets successfully. We will adjust our blog content to feature information about the Sourcewell contract.</p> <p>Hatch also uses targeted email marketing to reach our customers. For example, we have a company newsletter that is sent to over 600 of our top clients to market our services. We will use focused email campaigns to reach customers and advertise the Sourcewell contract to generate interest. We will follow-up on any leads generated with in-person discussions.</p> <p>Our team of electrification experts frequently meet face-to-face with our clients. Should we be awarded this contract, we will use the list of participating entities to create an itinerary of marketing visits to explain our services and the Sourcewell contract. During these meetings, we will work out scope details, pricing, and schedule and potentially close on agreements to contract our services.</p> <p>Examples of our marketing materials have been uploaded with this proposal, including a capabilities brochure, a presentation recently delivered at a conference in Canada, a blog post, a social media post, and an advertisement in an industry magazine. If awarded this contract, we will include details on how clients can leverage the Sourcewell contract to access our capabilities in these types of marketing materials going forward.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>At Hatch, we leverage metadata and other analytics to enhance our marketing efforts. By analyzing metadata, we gain insights into the characteristics, properties, and context of our content. This allows us to optimize our marketing strategies by tailoring our messaging, targeting, and distribution channels to align with the preferences and behaviors of our specific audience. Furthermore, we use analytics tools to track and analyze various performance metrics, such as website traffic, user engagement, and conversion rates. These analytics enable us to measure the effectiveness of our marketing campaigns, identify areas for improvement, and make data-driven decisions to continuously refine our marketing approach. By harnessing the power of metadata and analytics, we are able to create more impactful and relevant marketing experiences for our clients, leading to increased brand awareness, and business growth.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We view Sourcewell's role as that of a facilitator. We'd expect that Sourcewell will make details of our contract easily searchable from its website. We'd also expect that Sourcewell would direct participating entities towards the contract should they submit inquiries directly to Sourcewell. Outside of those expectations, we would be happy to collaborate with Sourcewell on marketing plans but are confident in our ability to promote the contract primarily through our traditional methods.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Our services are not currently available through an e-procurement ordering process.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	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>Hatch can offer a complete suite of training solutions to Sourcewell participating entities. Our training programs are developed and conducted in close coordination with stakeholders to create a comprehensive and cohesive training program. Hatch has worked with various contractors, suppliers, and agencies to develop and deliver training on the necessary procedures included in rule books, manuals, handbooks, and other documentation required for the training and certification of operations and maintenance personnel.</p> <p>Our team includes experienced trainers, seasoned in various roles in the industry. Our training services can include full “turn-key” programs where we create the training plans and information, coordinate with appropriate suppliers for participation, and conduct the actual training. We are capable of customizing training programs for each participating entity and can provide on-site training for all levels of instruction from operator training to heavy maintenance and engineering courses.</p> <p>Training can be provided based on the hourly rates submitted along with this proposal. Travel costs to provide in-person training are not included in our hourly rates and would be billed to the participating entity at cost, with their approval.</p>
41	Describe any technological advances that your proposed products or services offer.	<p>Hatch has an industry leading zero emissions transportation simulation tool called Energy Modeling for Intelligent Transportation and Sustainability (EMITS). EMITS provides hyper-accurate results related to the feasibility of battery-electric or hydrogen transportation operations. EMITS interfaces automatically with data sources such as Google Earth, The National Weather Service, vehicle performance data, and operating plans to account for route topography, traffic, and climate conditions specific to electric vehicles. EMITS also generates charging schedules that reduce operating costs to charge electric vehicles based on local utility tariffs. Finally, EMITS generates accurate life cycle costing data based on a large proprietary library of actual project costs, and operating and maintenance data.</p>
42	Describe any “green” initiatives or Environmental, Social, and Governance (ESG) values that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Hatch exercises sustainable environmental practices in several ways.</p> <p>The majority of Hatch’s offices are located in urban areas within easy access to public transportation. For example, our Portland, OR office is located at Pioneer Square directly adjacent to TriMet’s MAX light rail service. Our headquarters office in Ambler, PA, though a suburb of Philadelphia, is situated right at a SEPTA regional rail station. In addition to public transportation being the most practical means to access many of our locations, we encourage employees to use public transportation by offering a transit benefit program that reimburses employees for the cost of eligible public transit expenses, subject to company and IRS limits.</p> <p>Being a technical services firm specializing in planning and engineering for transit vehicles, systems, and operations, Hatch’s typical work products are correspondence, reports, drawings, and specifications versus any manufactured products or construction. In producing these documents, we use electronic means to the extent practical and, for what we print, we use recycled post-consumer materials as much as possible. For work products that require binders, we use those constructed of recycled materials. We follow similar practices for internal office business and communication activities.</p> <p>Hatch encourages recycling in all our offices. Each employee workspace and congregational space, such as meeting rooms and kitchen areas, is equipped with receptacles for recyclable materials.</p>
43	Identify any third-party issued eco-labels, ratings, ESG scores, or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not applicable.
44	Describe 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 of certification (as applicable) in the document upload section of your response.	Not applicable. Hatch is not a WMBE, SBE or veteran owned business. Should these certifications be required by a participating entity, Hatch has strong relationships with numerous certified businesses and could subcontract them on an as-needed basis.

45	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>Hatch is uniquely positioned to provide participating entities with one source for all fleet electrification needs. Hatch has capabilities and experience in all facets of electrification from the planning stages called for in this contract through implementation and operation. This capability will offer the participating entities with long-term support beyond the development of transition plans. Hatch can remain engaged to troubleshoot issues and verify that future operations perform at optimal levels. Furthermore, with our comprehensive geographic footprint and large staff, Hatch can provide prompt, professional, and on-site support for any electrification needs.</p> <p>Additionally, Hatch has industry leading experience with related technologies such as hydrogen and alternative fuels. If participating entities are interested in developing hydrogen or alternative fuel transition planning, Hatch is uniquely positioned to provide that support. Hatch has designed some of the largest hydrogen production and fueling infrastructure in the world and has also provided support to transportation clients on how to feasibly transition their fleets to these technologies. Hatch can provide side-by-side comparison studies to assess whether hydrogen offers advantages over battery-electric technology, or if a blended solution of the two technologies is most advantageous.</p>	*
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Not applicable. We are not providing products, parts, or manufacturing labor under this contract.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Not applicable. We are not providing products, parts, or manufacturing labor under this contract.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Not applicable. We are not providing products, parts, or manufacturing labor under this contract.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Not applicable. We are not providing products, parts, or manufacturing labor under this contract.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Not applicable. We are not providing products, parts, or manufacturing labor under this contract.	*
51	What are your proposed exchange and return programs and policies?	Not applicable. We are not providing products, parts, or manufacturing labor under this contract.	*
52	Describe any service contract options for the items included in your proposal.	Not applicable. We are not providing products, parts, or manufacturing labor under this contract.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	Hatch will perform the services with due care, skill, and diligence in accordance with the standard of care normally exercised by professionals providing similar services in similar circumstances.	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Hatch will reperform its services at its own cost to correct any services that fail to meet its standard of care.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Net 14 days by Automatic Clearing House (ACH).	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Not applicable.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We require the acceptance of our professional services terms and conditions, which are attached to this proposal.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do not accept P-cards.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell 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.	Hatch is proposing a line-item discount pricing model in the form of a professional services rate sheet. In our experience, providing product-category discounts for these types of services would not be appropriate, as the scale and scope of work contracted will vary significantly. We have provided an attached pricing model document, which provides line-item hourly rates for our labor categories that will support this contract. In the pricing model document, we have shown our list price rates and our proposed Sourcewell discounted rates.
60	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.	In the pricing model, our Sourcewell discounted rates offer a 26% savings over our list price rates. We believe this proposal offers participating entities the best services available in the industry and a significantly reduced price.
61	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity and volume discounts are not applicable to this type of contract. All services must be delivered specific to each participating entity, and therefore cannot be discounted based on volume without compromising quality. As a result, Hatch cannot offer these types of discounts. Rebates are also not applicable to this type of work and are not offered by Hatch.
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". 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.	Not applicable. We are not providing products as part of this contract.
63	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.	Travel costs for site visits are not included in the pricing table. Should participating entities approve travel, it will be billed at actual cost.
64	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. We are not shipping or delivering any products as part of this contract.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Not applicable. We are not shipping freight as part of this contract.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable. We are not distributing products as part of this contract.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	d. other than what the Proposer typically offers (please describe).	The pricing offered is far lower than we typically propose on these types of projects. Our pricing offered is attached to this proposal.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Hatch will use SAP as a program to verify compliance with our Sourcewell contract. SAP will be custom coded with our pricing for this project so that every entity is billed correctly. Each quarter SAP can also generate reports on the total sales under the contract for all entities. We will code in the 2% administrative fee to Sourcewell as a retainage on each contract to ensure that it is transmitted to Sourcewell as part of our invoicing and payment process. Finally, our invoicing and project management staff review all billing reports in detail manually to confirm accuracy and will make any corrections necessary as a self-auditing process.
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If awarded this contract, we will primarily track performance against each project's schedule, budget, scope completion and customer satisfaction. For schedule, we will use Schedule Performance Index (SPI), which measures how much work we have completed to date, versus how much was planned. For budget, we will track budget variance to verify that we are remaining within our originally approved estimate. For scope completion, we will request confirmation from all participating entities that items have been closed to their satisfaction, and work to achieve 100% closure on all tasks. Finally, for customer satisfaction, Hatch will issue customer surveys to receive feedback from the participating entities. Should customers not be 100% satisfied with any service, we will work to resolve the issue. We will also incorporate any lessons learned from issues experienced with customers into future engagements to ensure we are constantly improving in our project delivery.
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Hatch proposes a 2% administrative fee paid to Sourcewell. This fee will be calculated as percentage of our sales under this contract (exclusive of any reimbursable expenses).

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Hatch offers a comprehensive suite of services related to fleet transition planning, management, and related services. Please see the detailed description of our services attached to this proposal. Below is a brief overview of our services:</p> <p>For fleet transition planning, we can conduct operational simulations to accurately assess feasibility specific to each participating entity. We can perform these feasibility assessments with respect to battery-electric, hydrogen, or alternatively fueled fleets. The results of the simulation will be compared against available vehicles in the market to determine feasibility. We will also assess the supporting infrastructure of each entity to determine what upgrades will be required and the feasibility of an infrastructure transition.</p> <p>We can also provide a Total Cost of Ownership (TCO) model for each participating entity. This TCO will assess lifecycle costs associated with fleet transitions to look at capital, operating, maintenance, overhaul, funding, and retirement implications. We will run multiple transition scenarios to determine which configuration is optimal for each participating entity.</p> <p>We also have the capabilities to provide strategic roadmap development for each participating entity. Based on the results of the feasibility analysis, we will make projections on a timeline to transition the entities fleets. If it is not feasible to transition the entire fleet immediately, we will use projections to determine when technology will likely evolve to the point where all operations can be transitioned.</p> <p>For participating entities that are ready to progress into implementation, Hatch has extensive capabilities to support all required activities:</p>

We can assist the entities in identifying incentives, grants, and other financial opportunities to support their transitions. Hatch has developed grant applications for our clients and can do so for Sourcewell's participating entities.

We can also evaluate subscription or as-a-service models for the entities. We will compare potential financial and operational benefits of each model and assist in selecting the best scenario.

Hatch has assisted in the acquisition of over 26,000 vehicles and supporting infrastructure systems. We will leverage this experience to support participating entities in acquiring assets. We can author specifications and commercial terms, conduct industry sounding activities, review proposals, and administer contracting of any type of acquisition. We will also look to leverage Sourcewell cooperative acquisitions whenever possible under this contract.

Hatch has a large pool of construction managers and technical managers who can oversee installations. Our charging system experts can be on-site throughout North America to oversee installations of chargers, switchgear, transformers, utility upgrades, resilient systems, and alternative fueling systems.

Hatch has supported the integration of complex systems associated with fleet transitions and can do so for participating entities. We can integrate between vehicles, charging systems, charge management systems, resilient systems, telematics, and operational systems.

Hatch is familiar with all major charge management solutions. Therefore, we can provide efficient recommendations to participating entities on optimal solutions for their operations.

Hatch has many employees who previously worked as vehicle and infrastructure maintainers. Therefore, we can provide hands-on experience to participating entities on how to maintain and repair vehicles and infrastructure related to their transition.

Hatch has provided telematics consulting and support to some of the largest transportation operators in North America. We are uniquely positioned to provide guidance on telematics system selection, operation, and troubleshooting.

Hatch offers a full suite of training and educational courses to transportation operators. We can offer these courses on a variety of subjects from vehicle maintenance to charger operation. We can custom design training programs to meet each participating entity's needs.

The following services were not included in Sourcewell's RFP, but in our experience are services participating entities will require as part of their transition.

Once participating entities transition to battery-electric or alternative fueled vehicles, electrical utility reliability becomes crucial to maintaining operations. Hatch provides consultation on resilient system design such as battery back-up systems, generator sets, and solar arrays. We can generate alternative cost and operating scenarios to identify the optimal solutions for each entity.

Hatch has numerous utility engineers who have extensive experience interfacing with utilities. We can provide support in negotiating rate tariffs, managing utility upgrades, and assessing utility reliability.

Hatch offers design services to draft full engineering plans for infrastructure, charging systems, support infrastructure, and alternative fuel production and fueling systems. Hatch can complete design services for clients or oversee outside design entities by providing expert support and guidance to the participating entities.

Often when considering between transition scenarios, entities wish to assess the emissions implications of each alternative. Hatch has an established tool that can accurately compare various transition technologies against each entity's existing operations.

Safety is a key element of a participating entity's transition. We can provide guidance on safety procedures, mitigations, and infrastructure designs that can reduce the risks of fire or electrocution.

Finally, should entities be interested in alternative fuels such as hydrogen, we can conduct sourcing studies to identify how local fuel is produced, what delivery plans are available, and how it can be stored on-site. Should the entity also be interested in on-site production, we can evaluate alternative solutions such as electrolysis and reformation.

72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Hatch can support all subcategories listed in Sourcwell's RFP (II.B. a.-e.). Additionally, from our experience participating entities will also be interested in other related services that we have expertise in. Therefore, we have proposed additional subcategories f.-k. A full list of subcategories offered by Hatch are shown below:</p> <ul style="list-style-type: none"> a. Feasibility assessments and planning; b. Total cost of ownership (TCO) assessments; c. Strategic roadmap development; d. Implementation and management services, including: <ul style="list-style-type: none"> i. Incentive identification and processing; ii. Subscription or as-a-service assessment; iii. Acquisition support; iv. Installation oversight; v. Integration support; vi. Charging management recommendations; vii. Repair and maintenance support; viii. Telematics support; e. Training and education; f. Resiliency and sustainability planning and design; g. Utility management; h. Infrastructure design; i. Emissions reduction estimates; j. Safety system assessment and design; k. Alternative fuel production and sourcing strategy development.
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
73	Feasibility assessments and planning	<input checked="" type="radio"/> Yes <input type="radio"/> No	As described in Table 14A and our attached detailed project approach, we can provide a full range of feasibility assessment and planning services.
74	Total cost of ownership (TCO) assessments	<input checked="" type="radio"/> Yes <input type="radio"/> No	As described in Table 14A and our attached detailed project approach, we can develop TCO assessments for multiple fleet and infrastructure transition scenarios to assist entities in selecting an optimal path forward.
75	Strategic roadmap development	<input checked="" type="radio"/> Yes <input type="radio"/> No	As described in Table 14A and our attached detailed project approach, we can develop strategic roadmaps that describe feasible pathways to transitioning each entity's fleets and infrastructure to battery electric or alternative fueled solutions.
76	Implementation and management services, including Incentive identification and processing, Subscription or as-a-service, Acquisition, Installation, Integration, Charging management, Repair and maintenance, and Telematics. (Identify the types of services included in your proposal in the "Comments" field).	<input checked="" type="radio"/> Yes <input type="radio"/> No	As described in Table 14A and our attached detailed project approach, we can provide a support incentive identification and processing, subscription or as-a-service selection, charge management decisions, repair and maintenance consultation, and telematics integration.
77	Training and education	<input checked="" type="radio"/> Yes <input type="radio"/> No	As described in Table 14A and our attached detailed project approach, we can provide turnkey training and education programs related to all aspects of zero emissions technologies.

Table 15: Industry Specific Questions

Line Item	Question	Response *
78	Describe your company's strategy as it relates to incentives processing for public agencies.	<p>The Hatch Team can work collaboratively with each participating entity and other stakeholders to develop an incentive plan that helps each entity meet its transition goals. We will leverage our knowledge of state, federal, and private sector incentives and financing opportunities to develop a report with an approach and strategy for each funding source. We will identify any funding profile uncertainties or risks and clearly define them for each entity. We will summarize related funding restrictions, limitations, and matching requirements aligned with each source such that entity staff can clearly see the incentive pathway towards a full fleet transition.</p> <p>Another key area of incentive strategy is understanding and tracking open solicitations to align them with each entity's needs. The team will monitor solicitations to ensure the entity has ample time to prepare for and submit relevant applications. When incentive opportunities are released, we will review the document and assess if the opportunity aligns with the entity's needs. Currently there is an abundance of opportunities for fleet transition related projects. With adequate monitoring and tracking, the team can help each entity identify opportunities and write applications, and support the entity in potentially receiving more funding.</p> <p>The Hatch Team includes grant and incentive writers who can author applications on behalf of the participating entities. We are knowledgeable on the requirements for all major incentive programs related to fleet transitions and understand what key evaluation criteria are most important to reviewers.</p> <p>Once incentives are awarded, Hatch can also assist participating entities with processing of the incentives and reporting requirements. Hatch can provide full administrative support to ensure that the participating entities remain in compliance with the requirements of the incentives and grants.</p>
79	Describe any ongoing services or subscriptions your company offers.	<p>Hatch currently has numerous General Engineering Contracts (GEC) with government, educational, and non-profit clients. These GECs are bench arrangements that allow our clients to assign us a variety of tasks without going through a competitive procurement process each time. With GECs, we work directly with our clients to develop a scope of work, budget, and schedule for each assignment. This arrangement is very similar to the type of contract proposed by Sourcewell under this bid.</p>
80	Describe how you assess agencies' utilities infrastructure as it relates to electrifying fleets.	<p>Our process for assessing utility infrastructure is based on an operational assessment. We first run a simulation of the participating entity's operations to determine what the total energy demand for their operation is. Once the operational profile is established, we develop a charging schedule, which develops an optimal plan for the fleet to be charged and to support required operations.</p> <p>With the operational and charging simulations completed, we will have an accurate understanding of what the peak load requirements are for each charging location. We will communicate directly with the utilities to explain the required energy and to assess whether upgrades are required. We will also discuss utility reliability for each charging location to determine if resiliency or redundant systems should be installed to ensure operational performance. We will tour each charging location with the utility to assess upgrade requirements and accurately document the scope, budget, and schedule of required upgrades. If required, Hatch has utility engineers who can participate in the design of utility upgrades to support charging.</p>

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](#) - P6269 SourceWell Rates-final.pdf - Wednesday May 10, 2023 21:31:56
 - Financial Strength and Stability (optional)
 - [Marketing Plan/Samples](#) - Marketing Plan and Samples.pdf - Thursday May 11, 2023 07:35:51
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Standard Transaction Document Samples](#) - Professional Services Agreement - Hatch Proposal format-final.pdf - Thursday May 11, 2023 07:36:14
 - [Upload Additional Document](#) - Project Approach.pdf - Thursday May 11, 2023 07:46:01

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. 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 or the Canadian 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. - Natalie Cornell, VP Business Development, Hatch

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 contractual obligations contemplated in the bid.

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_6_Fleet Electrification_RFP_051123 Wed May 3 2023 02:37 PM	<input checked="" type="checkbox"/>	4
Addendum_5_Fleet Electrification_RFP_051123 Wed April 26 2023 04:36 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Fleet Electrification_RFP_051123 Fri April 21 2023 03:43 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Fleet Electrification_RFP_051123 Thu April 20 2023 05:03 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Fleet Electrification_RFP_051123 Fri April 14 2023 01:21 PM	<input checked="" type="checkbox"/>	7
Addendum_1_Fleet Electrification_RFP_051123 Wed March 29 2023 02:50 PM	<input checked="" type="checkbox"/>	3