



## **Solicitation Number: RFP #051123**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PA Consulting Group, Inc., Tower Point, 6<sup>th</sup> Floor, 27-43 Wormwood St., Boston, MA 02210 (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 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, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to 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 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 Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and

Services provided to Participating Entities. 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.

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**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract 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.

Except for gross negligence or willful misconduct, including criminal or fraudulent misconduct, Supplier's liability under this Contract, whether in contract, tort or otherwise, shall be limited to the lesser of ten times the fees due Supplier under the PO giving rise to the claim or \$3,000,000. Neither party shall be liable to the other for any consequential or indirect damages, whether advised of the possibility of the same or not.

#### **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 with Participating Entities must be approved by Sourcewell. Send all approval requests to 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 Sourcwell 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

PA Consulting Group, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 9/16/2023 | 10:30 AM CDT

DocuSigned by:  
*Doug McMahon*  
By: 7FE4F1D3DF8C4BF...  
Doug McMahon  
Title: Member, PA's Management Group  
Date: 9/22/2023 | 11:53 AM CDT

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 48BAF71B0894454...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 9/22/2023 | 12:04 PM CDT

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

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## Vendor Details

Company Name: PA Consulting Group, Inc.  
Does your company conduct business under any other name? If yes, please state: Massachusetts  
Address: Tower Point, 6th Floor, 27-43 Wormwood S  
Boston, Massachusetts 02210  
Contact: Jennifer Schulte  
Email: paenergyrequest@paconsulting.com  
Phone: 720-566-9920  
Fax: 720-914-  
HST#: 8356 52470 RT0001

## Submission Details

Created On: Friday March 24, 2023 14:46:11  
Submitted On: Thursday May 11, 2023 14:51:24  
Submitted By: Alvina Brieff  
Email: alvina.brieff@paconsulting.com  
Transaction #: 2966040a-2cde-45a8-80c9-902f584cb44e  
Submitter's IP Address: 104.207.217.38

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## 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")	PA Consulting Group, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	PA Consulting Group, Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	QY7RUWMHZDJ1
5	Proposer Physical Address:	Tower Point, 6th Floor, 27-43 Wormwood St, Boston, MA 02210
6	Proposer website address (or addresses):	www.paconsulting.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):	Doug McMahon, Member of PA's Management Group Tower Point, 6th Floor, 27-43 Wormwood St, Boston, MA 02210 doug.mcmahon@paconsulting.com 617-252-0167
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lili Gao, Managing Consultant 348 6th Street, San Francisco, CA, 94103 lili.gao@paconsulting.com 415-487-6787
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jennifer Schulte, Senior Bid Manager 1700 Lincoln, Street, #3550, Denver, CO, 80203 jennifer.schulte@paconsulting.com 303-217-9148

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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<p>10</p>	<p>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>	<p>At PA Consulting, we believe in the power of ingenuity to build a positive human future. As strategies, technologies and innovation collide, we create opportunity from complexity. Our diverse teams of experts combine innovative thinking and breakthrough use of technologies to progress further, faster, together. Our clients adapt and transform, and together we achieve enduring results.</p> <p><b>OUR HISTORY</b></p> <ul style="list-style-type: none"> <li>• English businessman Ernest Butten founded PA Consulting Group during World War II, as a training consultancy to support the war effort. The company's main focus was personnel administration - helping companies get the most of their employees, while making efficiency and employee buy-in a top priority.</li> <li>• Since 1943, PA has changed and expanded in many ways. From a largely industrial productivity organization, PA developed its capability in terms of both the services it supplied, the sectors it served and its geographical footprint.</li> <li>• PA moved into recruitment and training and development in the late 1950s, in parallel with its HR roots, and entered into the technology and IT space in the 1960s and in 1972 the Cambridge laboratories were opened, followed 12 years later by a similar facility in Princeton, NJ.</li> <li>• Geographic expansion originally tracked 'commonwealth' routes, with Australia in the late 1940s, followed by entry into the European markets in the 1950s and Scandinavia in 1960s. Development in Far East and SE Asia followed in the 1970s together with acquisitions in Scandinavia in 1980s. The strategic acquisition of dynamic simulation specialists in Boston in 1990s provided a more robust footing in the US, and paved the way for a larger acquisition of energy specialist Hagler Bailly.</li> <li>• Operating worldwide in more than 35 countries, PA draws on the knowledge and expertise of 4,000 people, whose skills extend from the initial generation of ideas, insights, solutions and new technology, all the way through to detailed implementation. We've come to do a lot more than personnel administration. We work across the private and public sectors, with particular strengths in financial services, energy, life sciences and healthcare, government and public services, manufacturing and telecommunications.</li> </ul> <p><b>OUR VALUES</b></p> <p>Our values are our guiding principles that shape our culture. We strive to live them every day in our interactions with clients, people and communities.</p> <p><b>Passionate about people</b> We are proud to be part of a team of brilliant people – our firm's most prized asset. We are passionate about supporting each other in our continued growth to fulfil our ambitions.</p> <p><b>Inspired by client value</b> We are committed to creating visible and sustained value for our clients. We are proud of our clients and what they think of us; we build long-lasting relationships with them, responding to and anticipating their needs.</p> <p><b>Achieving success through shared endeavors</b> We work collaboratively in diverse teams, shoulder to shoulder with our clients. We achieve more together than we could alone.</p> <p><b>Prizing our ethical approach</b> We prize our integrity and honesty. We strive to do 'the right thing,' rather than 'the easy thing,' which guides us through the responsibility of day-to-day activities and our most difficult challenges.</p> <p><b>Seeking to excel</b> We seek to excel in everything we do. We aspire to continually enhance our learning; we are ambitious to grow our innovation and insight.</p> <p><b>Creating commercial success</b> We are proud of what we are worth to our clients. We take personal responsibility for our commercial success, sharing and reinvesting our rewards.</p>
<p>11</p>	<p>What are your company's expectations in the event of an award?</p>	<ul style="list-style-type: none"> <li>• For Sourcewell to inform all member entities that PA has been awarded a new contract, and share our proposal and contact information.</li> <li>• For Sourcewell to promptly connect PA with a Contract coordinator, who can let us know of any organizations with immediate needs.</li> <li>• For Sourcewell to provide PA with contact information for all member entities as well as any other relevant information like size of community served, size of fleet, annual budget, etc.</li> <li>• For Sourcewell to permit PA to promote our award status, online (including but not limited to Twitter, LinkedIn, etc.); and at events as relevant.</li> </ul>

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.	Please reference document titled "PA Consulting – 2022 Annual Report" in the Financial Strength and Stability upload section for our most recent annual statement.	*
13	What is your US market share for the solutions that you are proposing?	This is an emerging field, and we have neither an accurate sense of market size nor our share.	*
14	What is your Canadian market share for the solutions that you are proposing?	This is an emerging field, and we have neither an accurate sense of market size nor our share.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	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. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a professional services provider and do not provide service for hardware/software. A dealer network is not applicable. We promote and sell our services via our business development teams.	*
17	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.	PA has over 4000 employees worldwide, many of whom hold certifications and/or licenses. Below is a representative but not exhaustive list.  Licenses and Certifications that are held by our employees: <ul style="list-style-type: none"> <li>• Institute of Asset Management (IAM) Certificate</li> <li>• Institute of Asset Management (IAM) Diploma</li> <li>• Enterprise Architecture – TOGAF is common amongst the team</li> <li>• Technology Management – ITIL is common</li> <li>• Agile Methodology – Scaled Agile Framework is common, as are multiple other methodologies such as XP, Scrum, Kanban</li> <li>• Platforms – Many different certifications from Microsoft Azure, AWS and Google</li> <li>• Project and Program Management – PMI certifications, as well as Prince2 are common</li> <li>• Security – Multiple ISACA certifications are held by our cyber teams</li> <li>• Chartered Engineer* and Professional Engineer (PE) certifications</li> <li>• Advanced Google Analytics Certification</li> <li>• Certified, MSP® Foundation</li> <li>• Lean Six Sigma</li> <li>• Change Management Certified Professional (CCMP)</li> <li>• Prosci® Certified Change Management Practitioner</li> <li>• Various other certifications related to Change Management (e.g., EQ-i 2.0 + EQ 360, Lumina Psychometric, NLP, ICF CCP, ICF ACC, Advanced Behavioral Practitioner Certification, IDI Cross Cultural Assessment Certification, etc.)</li> </ul> *Equivalent to a NYS certified Professional Engineer	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

**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>2023:</p> <ul style="list-style-type: none"> <li>iF Design Awards – 12 iF Design Awards and one Red Dot Award for design and social significance, recognized for outstanding design quality and innovation. An example of one of our award-winning designs: Cumulus EEG Headset: Revolutionizing clinical trials... (<a href="https://www.paconsulting.com/client-story/cumulus-eeg-headset-revolutionising-clinical-trials-for-brain-disorders">https://www.paconsulting.com/client-story/cumulus-eeg-headset-revolutionising-clinical-trials-for-brain-disorders</a>)</li> </ul> <p>2022:</p> <ul style="list-style-type: none"> <li>Fast Company's World Changing Ideas Award - Green Boom and Cambridge University Hospitals with Mid and South Essex Foundation Trust</li> <li>iTEC Award - Innovation I Wellbeing Automated Call Service with Hampshire County Council</li> </ul> <p>2021:</p> <ul style="list-style-type: none"> <li>Association of Project Management Awards Winner - Innovation in Project Management   Network Rail</li> </ul> <p>2020:</p> <ul style="list-style-type: none"> <li>AURA Inspiring Insight Awards Winner - Communication</li> <li>Association of Project Management Awards Winner - Contribution to the Profession: Consultancy</li> </ul> <p>2018</p> <ul style="list-style-type: none"> <li>ITEC Awards Winner - Innovation in Technology, Enabled Care Hampshire County Council</li> </ul>
20	What percentage of your sales are to the governmental sector in the past three years	<5%
21	What percentage of your sales are to the education sector in the past three years	<5%
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?	<ul style="list-style-type: none"> <li>Los Angeles Department of Water and Power - ETAS &amp; Cost of Service Study - \$1M</li> <li>New York Power Authority - Data Governance &amp; Infrastructure Modernization - \$2M</li> <li>State of Utah - ~\$150K</li> <li>State of Louisiana - ~\$125K</li> </ul>
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?	We do not hold any GSA contracts or SOSA's.

**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 *
Hertz Corporation	Jeff Nieman – SVP Global Operational Initiatives	To be provided upon specific request. Please coordinate with Lili Gao.
New York Power Authority (NYPA)	Keith Hayes – SVP Commercial Operations	To be provided upon specific request. Please coordinate with Lili Gao.
Long Island Power Authority (LIPA)	Gerard (Gerry) E. Ring – Director of Budget	To be provided upon specific request. Please coordinate with Lili Gao.

**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 Power Authority	Government	New York - NY	Infrastructure Modernization, Program Management, Scrum Master, Data Governance	~\$1K-\$1,376K	~\$7.3M
Long Island Power Authority	Government	New York - NY	EV Fleet Analysis, Inventory Management, Crisis Management	~\$2K-\$530K	~\$2.7M
Los Angeles Department of Water & Power	Government	California - CA	Project Management, Cost of Service, Workshops, Independent Testing	~\$16K-\$807K	~\$1.9M
Canada Infrastructure Bank	Government	ON - Ontario	BESS Analysis, GHG Analysis, Carbon Analysis	~\$25K-\$200K	~\$580K
State of Utah	Government	Utah - UT	Energy Security	~\$130K-\$160K	~\$150K



**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.	As a consulting firm, our sales activities are generally driven by senior members of the team: Managing Consultants, Directors and Partners. There are approximately 130 people in this group. In addition, all our sales activities at various points in the cycle are supported by various members within our 475-employee base in the United States, including less seasoned consultants as well as administrative and financial support staff.
27	Dealer network or other distribution methods.	We do not use a dealer network for our consulting services.
28	Service force.	PA has 475 employees across North America, all of whom would be delivering or supporting our delivery of services.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	PA will handle all orders internally. Customers will be able to place orders directly with us, specifying their unique needs, which we will use to tailor an approach specifically for them.
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.	We don't provide customer service in the sense of hardware and software support. However, when on engagement with clients, we are very prompt in our response and will do our utmost to rectify any dissatisfaction on our clients' part. Generally, this is not necessary, as 99% of clients recommend our work.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	PA is a global company with employees located all over the world. In the U.S. we have multiple offices scattered throughout the country, a reflection of our clients who are also all over the country. We can work remotely and onsite as needed to support clients in any location. Our ability to understand geographic nuances, coupled with our depth of clean and smart mobility expertise, makes us well equipped to provide our services to Sourcewell and its participating entities.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and able to provide services to participating entities in Canada. PA is a global company, with employees located all over the world. In Canada, we have worked with clients across provinces, and understand their unique needs. We are well equipped to provide our services in this region.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are not any geographic areas where we would not be able to provide services.
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?	There are not any sectors where we would not be able to provide services.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any contract restrictions for Hawaii, Alaska or the US Territories.

**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>Our planned marketing activities will be adapted to different stages of the marketing funnel from initial awareness of our brand and services to sales conversion. Carefully planned and executed programs will also elevate the value of consolidated procurement. Once selected, we would like to work with you on segmenting member organizations with more complex fleets so that we can target and invest in the right channels.</p> <p>Online tactics include:</p> <ul style="list-style-type: none"> <li>• Digital Outreach: Social Media</li> <li>• Digital Outreach: E-mail campaigns (including PA Perspectives newsletter and Targeted e-mail content)</li> <li>• Virtual Workshops</li> </ul> <p>In person tactics include:</p> <ul style="list-style-type: none"> <li>• Trade Shows, Conferences &amp; Industry Associations (ACT Expo, APTA, Smart Transport)</li> <li>• Conference of Mayors, C40</li> <li>• In-person Workshops</li> <li>• Site Visits</li> </ul> <p>We will use a variety of content depending on the audience and channel.</p> <p>Internally produced content:</p> <ul style="list-style-type: none"> <li>• White papers</li> <li>• Case Studies/Track Record</li> <li>• Work Samples</li> </ul> <p>External media &amp; partner content:</p> <ul style="list-style-type: none"> <li>• Wired Magazine</li> <li>• Utility Dive</li> <li>• GreenBiz</li> <li>• NYT &amp; WSJ</li> </ul> <p>Please reference document titled "Proposal PA Consulting - Sourcewell Fleet Electrification" for a visual of this plan and "PA Consulting – Sourcewell Marketing Samples" for sample marketing collateral.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>PA is a digitally-fluent firm that recognizes the importance of targeting marketing. Our marketing practices take a digital-first approach that leverages a broad range of digital channels, including social media platforms, online advertising and advanced e-mail marketing. Our internal marketing teams are able to deliver highly targeted messaging to ensure we are reaching the intended audiences with personalized and tailored content. We perform segmentation activities to carefully identify the appropriate marketing channels for each potential client. PA also uses analytics and search engine optimization to ensure that our tactics have the most targeted reach.</p> <p>Our firm has a large Digital and Data capability, with many consultants who specialize in digital marketing and marketing analytics so that we can measure and adjust our marketing techniques.</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>Given Sourcewell's role as a procurement advisor, PA believes that a collaborative approach to engaging with member entities will be beneficial. Sourcewell is likely to have a comprehensive understanding of the needs of clients and is well-suited to identifying potential alignment between those needs and PA's expertise. As such, we anticipate that Sourcewell will be responsible for the following types of activity:</p> <ul style="list-style-type: none"> <li>• Proactive communication of member-entity opportunities to PA where there is alignment between need and expertise <ul style="list-style-type: none"> <li>• Contact facilitation where appropriate</li> </ul> </li> <li>• Guidance on how to access member portals</li> <li>• Automatic notification of opportunities</li> <li>• Inclusion of PA in publications where relevant and leveraging of other Sourcewell channels.</li> </ul> <p>You have asked for us to take responsibility to market PA's services to member entities. We also plan to adjust our sales and marketing approaches in order to pursue Sourcewell-awarded contracts. As such, we expect PA to be responsible for the following types of activity:</p> <ul style="list-style-type: none"> <li>• Leverage any existing internal PA connections in order to obtain introductions to decision makers at member organizations</li> <li>• Digital messaging that targets specific organizations and decision makers via existing digital channels</li> <li>• Send regular communications to our prospective and current clients and look to incorporate member entities into this process</li> <li>• Leverage Sourcewell-sponsored events and publications as an introduction to the client and prioritize opportunities for Sourcewell-facilitated contact when approaching clients</li> </ul>

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.	We do not have an e-procurement ordering process. Clients can get in touch with our key contact person (Lili Gao) to order services and discuss any scope or pricing adjustments that they may need.	*
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**Table 8: Value-Added Attributes**

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We do not provide product, equipment, maintenance or operator training as part of our services. However, we are happy to support broader change management and training on new processes for participating entities to make the most of their investments.	*
41	Describe any technological advances that your proposed products or services offer.	<p>We continuously adapt and incorporate new technologies into our thinking and work products, combining them into leading-edge products and services that our clients benefit from. We are active in range of fields, including Artificial Intelligence, Machine Learning, Internet of Things, LowCode/NoCode, Quantum Computing, Digital Trust and Automation. A few examples of our thinking realized in client solutions are:</p> <ol style="list-style-type: none"> <li>1. iPredict - which detects incipient failure conditions on an electrical network, so that failing components can be replaced before they fail</li> <li>2. OakDoor - a physical data security device which prevents data loss to bad actors</li> <li>3. Portfolio - a genetic algorithm that optimizes capital budget to maximize returns within a given cost constraint</li> <li>4. Asset Valuation - a forecasting method that uses a multivariate models for weather, economics, demographics</li> <li>5. Work Anomalies - a natural language model that identifies anomalies in work and asset data</li> </ol> <p>Specifically for the services described in this proposal are also the following:</p> <ul style="list-style-type: none"> <li>• Data &amp; Analytics: Advanced Excel+ macros, Tableau, PowerBI, Python, Databricks. Various cloud tools in Azure, Amazon, Google Cloud.</li> <li>• Browser based Visualization &amp; Modelling: Front end: Flask, Back-end: Angular</li> <li>• Marketing: Marketo, Google Analytics, SEO, Twilio, Hootsuite</li> </ul>	*

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>PA is committed to building a better future through important environmental and social commitments.</p> <p>Our statement on the Environment:                  With constant news about the impacts of climate change, achieving true sustainability can sometimes feel hopeless. Yet we can act. It’s in our power to avoid a climate disaster and build a sustainable world. We have the technological know-how to save billions of lives, preserve our planet for generations to come and unlock transformational business value.                  With our clients: We’ve understood the necessity and opportunity of sustainability for decades, working with clients and communities to find ways to be ever more sustainable.                  With our partners: Sustainability requires a global response. So, we partner with global initiatives to drive actions that will deliver tangible benefits.                  With our people: We’re aiming to bring a net benefit to the environment, which is why we’re scaling our commitment to environmental responsibility.</p> <p>Environmental Certifications:                  • Environmental Management System standard ISO 14001 Certification                  • We are certified by Science Based Targets (SBTi) - PA has committed to a 1.5°C Science Based Target. Please reference document titled “PA Consulting – 2022 Carbon Reduction Plan”, which has been uploaded to the “Additional Documents” section, for further details.                  • Financial Times: PA ranked Silver for sustainability by the FT in 2022</p> <p>Environmental Partnerships:                  We partner with the following organizations to advance sustainability at our firm and across the globe:                  • UN Global Compact                  • World Economic Forum                  • COP We attended COP26 discussing how to accelerate and scale the climate response through financing and technological innovation, and form the partnerships needed to build a positive human future.                  In addition, we are embarking on several initiatives to lower our carbon footprint - re-evaluating our travel, emissions from procured products and services, energy efficiency and new energy upgrades on our Cambridge innovation center.</p> <p>Our statement on supporting our communities:                  We give time and expertise to develop and inspire people, particularly those facing disadvantage, to be the innovators and leaders of tomorrow, applying their ingenuity to solve the world’s biggest challenges.                  Young people learn from PA experts through our Springboard program, more women get into digital careers with Women in Tech, and students gain invaluable work experience through our internship program at our Global Innovation and Technology Centre.                  We’ve also partnered with the Turing Trust to donate our used electronics to those most in need, both in the UK and abroad. This offers digital connectivity to people who wouldn’t otherwise have it, opening opportunities for education and careers.                  Our signature event is our annual Raspberry Pi Competition. Since 2012, we’ve encouraged school students to invent, design and innovate. Successful teams get coaching and advice from our judges, who are prominent figures in business, government and media.</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.	We are not including and equipment or products in our proposal and as such do not have related certification.
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.	We are not a MWBE, SBE or veteran-owned business certifications. However, we partner with many MWBE/SBE and veteran-owned business across the country and can collaborate with them as needed.

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Many entities have set ambitious Net Zero goals and fleet electrification is one of the major levers to pull on this journey. However, organizations are grappling with several challenges, including:</p> <ol style="list-style-type: none"> <li>1. Lack of technical knowhow to deliver fleet transformation programs.</li> <li>2. Capacity to handle the amount of work involved.</li> <li>3. Identifying the right vendors and partners in a rapidly changing market.</li> </ol> <p>Sourcewell bridges these challenges by connecting participating entities with the right services at efficient price points. This in turn enables organizations to better support their communities and meet environmental and social goals. An agile, trusted, flexible partner with practical know-how who can effectively communicate, market and deliver work to your members is essential to catalyze broader change.</p> <p>At PA, we have a team of industry practitioners committed to helping clients navigate the complexity, challenges and opportunities of vehicle electrification – with over 400 consultants globally that sit at the nexus of clean energy policy, zero emission vehicle technology commercialization, and electric utility operations. We bring these competencies to bear to help more complex fleets plan, implement and operationalize cost-competitive paths to achieving their vehicle decarbonization goals – without compromising operational effectiveness.</p> <ul style="list-style-type: none"> <li>- We have practical fleet decarbonization experience. Of note, over the past 18 months, we've partnered with Hertz, one of the largest worldwide fleet vehicle operators, to electrify its global fleet. We supported Hertz in both driving competitive advantage and SBTi compliance – efforts which included extensive planning and integration of EV fleet operational and optimization tools. The entire team is presented as part of this proposal.</li> <li>- Members of our team have built, owned and operated charging infrastructure – including work on large fleet projects that require a) rollout of 10,000+ chargers across multiple sites and geographies b) exploring public and private charging infrastructure solutions and partnerships to ensure cost-effective solutions to meet the pace of fleet electrification.</li> <li>- We understand the technology in this industry. Independent of any vehicle, charger or charging company – our deep practical knowledge of the industry allows us to help our fleet clients make the right technical and commercial choices for their operations.</li> </ul> <p>Fleet electrification is not only technical, but also a people initiative.</p> <ul style="list-style-type: none"> <li>- We bring practical employee engagement and training services. Teams need tools to support them on the transition to new processes and technology.</li> <li>- We have worked in different markets – of varying levels of fleet electrification maturity and size. We can support and tailor our approaches to many of your clients.</li> </ul> <p>We look forward to bringing our experience, knowledge and collaborative ways of working to bear as a valuable partner to many of your member entities.</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?	We do not provide products, parts, labor and, as such, do not have warranty.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	N/A
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	N/A
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?	N/A
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?	N/A
51	What are your proposed exchange and return programs and policies?	N/A
52	Describe any service contract options for the items included in your proposal.	N/A

**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	We do not have quantitative standards and guarantees for our consulting services, but work closely with our clients to ensure they get the best outcomes out of their investment. We will do our utmost to rectify any issues. We have a CVR (Customer Value Review) process which is completed by a senior member of the team who is not involved in the project. Clients can provide any feedback on our performance through here. Through this process, 99% of clients would recommend our work.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We do not have quantitative standards and guarantees for our consulting services, but work closely with our clients to ensure they get the best outcomes out of their investment. We will do our utmost to rectify any issues. We have a CVR (Customer Value Review) process which is completed by a senior member of the team who is not involved in the project. Clients can provide any feedback on our performance through here. Through this process, 99% of clients would recommend our work.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	We prefer ACH/EFT payment or checks.
56	Describe any leasing or financing options available for use by educational or governmental entities.	We do not offer leasing or financing options. We are prepared to discuss discounts for more advantageous payment terms.
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.	<ol style="list-style-type: none"> <li>1. Client Authorization Form – may be executed with the client upon execution of contract</li> <li>2. Confidentiality Agreement – client to sign upon approval of the scope of work</li> <li>3. Terms of Business Consulting Services – standard document, lays out terms of the contract</li> </ol> <p>Please reference document titled "PA Consulting - Sourcewell Standard Transaction Document Samples" for a sample of each document.</p>
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-card payments.

**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 Sourcwell 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 Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Given the diversity of Participating Entities and potential scope, we've made our best attempt to provide realistic pricing based on a subset of parameters. As we find out more about specifics from participating agencies and the scope of the work they are looking for, we can refine pricing, especially for very small or very large scopes of work. Our pricing includes line-item discounts as well as category discounts. Please reference document titled "PA Consulting - Sourcwell Pricing Document" for a pricing breakdown.
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.	The pricing proposal reflects a discount of 2% from our normal project rates which are offered to private entities. We specialize in complex fleets and operations and our services and the prices we offer reflect a more differentiated offering.
61	Describe any quantity or volume discounts or rebate programs that you offer.	Given the nature of our professional services, it is difficult to define a volume discount, but we are able to offer discounts in the following scenarios: <ul style="list-style-type: none"> <li>• 10% discount if a participating entity purchases all planning services (Feasibility Assessment and Planning, TCO, and Strategic Roadmap Development) from us. This saves time on some of the up front data collection work.</li> <li>• Volume discount – if a participating entity purchases over \$500,000USD in aggregate services, we offer a 2% discount; if over \$1,000,000, we offer a 5% discount.</li> </ul> We specialize in complex fleets and operations. Our services and the prices we offer reflect a differentiated offering.
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.	Given the nature of the professional services we offer and the geographic and operational uniqueness of many organizations, if requested services do not fit within our established parameters, we would supply a quote for such requests.
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.	Our proposal does not include any travel which we must partake on behalf of the Participating Entity.
64	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A. We do not ship products. Our services can be delivered remotely.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not have products, but can deliver our professional service engagement virtually or in-person as needed.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	



**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.	<p>We will combine project management with technology tools to support our reporting requirements as part of this contract.</p> <ul style="list-style-type: none"> <li>Contractually, this will become a framework agreement and we would leverage the pricing sheet agreed here-in for subsequent contracts with member entities.</li> <li>Use of Dynamics 365 (Customer Relationship Management) – we would add a tag called “Sourcewell” to streamline opportunity tracking</li> <li>Prospect Manager – we will use the same prospect manager (Lili Gao) for all opportunities arising from Sourcewell.</li> <li>We have a financial administration team to support relevant reporting. On a quarterly basis, we will download all contracts related to Sourcewell and compile for these needs.</li> <li>We will also need to set up Sourcewell as a vendor in our systems for admin fee payments. Sourcewell will need to issue invoices for our agreed upon administrative fee.</li> </ul>
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.	<p>Following the marketing funnel from awareness to sales conversion, we would have several metrics.</p> <ul style="list-style-type: none"> <li>Number of entities who have received e-mail or online communications</li> <li>Number of entities who have responded to those communications</li> <li>Number of follow-on conversations resulting from the introductions</li> <li>Number of introductory conversations directly via Sourcewell</li> <li>Ultimately, the metric for us will be number and dollar value of purchase orders issued from member entities.</li> </ul>
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.)	We would propose a 1% administrative fee for any contract that is awarded.

**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>We have provided summary descriptions below of our services. Please reference proposal document titled "Proposal PA Consulting - Sourcewell Fleet Electrification" in the Additional Document section for further details.</p> <p>Feasibility assessment and planning This service is positioned as a current state assessment, which includes looking at operational and technical feasibility assessment. This is a key piece of work that lays the groundwork for full-breadth transition planning and strategy. Outcomes: An understanding of the current fleet, what’s available in the market, utility assessment, charging and maintenance needs. These activities provide key into to a Total Cost of Ownership analysis and ultimately the strategy plan and roadmap that will lay out key activities. Key Activities: - Understand current fleet - Understand facilities &amp; charging needs Deliverable: Report to summarize current situation, use cases and future vehicle and charger feasibility for selected sites</p> <p>Total cost of ownership (TCO) assessment This is a financial feasibility assessment of when EV’s and alternative fuel vehicles reach ICE parity. At which point does lower maintenance and electricity costs and improved environmental/social benefits offset the initial upfront investment? Total Cost of Ownership is an important financial analysis, identifying inflection points where fossil fuel and alternative fuel vehicles reach parity. In addition to this, it would be important to look at the additional environmental/social benefits of</p>



		<p>alternative fuel vehicles, which can be quantified separately. Our TCO model can support data-driven discussions on fleet electrification transition. It can be customized to include several vehicle types, provide analysis on GHG emissions, and other perspectives as needed. The tool can also run sensitivities for key inputs such as electricity and gas prices.</p> <p><b>Strategic roadmap development</b>          Designing a comprehensive roadmap for the development and deployment of your fleet electrification is an essential component of ensuring project success. Understanding an organization’s goals, where an organization’s fleet needs to go and the key activities that will get them there. Programs without adequate roadmaps which consider all stakeholders, enablers and blockers risk failure. We complete this work in three steps:          Envisioning the Future: goals, benefits, use cases and constraints          Gap Analysis: technology, people, and process          Roadmap          - Financial analysis          - Prioritization and roadmap development</p> <p><b>Training and education</b>          Fleet electrification isn’t just an equipment investment, it is also a whole new set of skills for employees and customers to optimize returns. Organizations must be prepared for teach these new skills. Training and education is essential to ensuring new vehicles, processes and technologies are incorporated into operations – ensuring that full returns are realized on a large investment. PA can provide training and education in a variety of formats, covering a wide range of topics, to diverse audiences.</p> <p><b>Implementation and management services</b>          Implementation requires strong program management, vendor management and tracking to ensure that progress is happening at the right pace          We are a qualified and trusted partner in the following areas:          Grant Identification - We have two separate processes for utility incentives as well as Federal and State Grant funding. The latter is detailed below. Utility incentive funding is relatively straightforward, and we have an existing database which tracks currently available funding.          Utility Engagement – We understand the utility ecosystem and can manage those relationships to ensure successful project progression, keeping speed at the forefront.          Vendor Management – We have managed multiple vendors across large-scale EV transformation projects and understand how to optimize costs, mitigate risks, and enhance performance by fostering strong relationships. We can also support RFP processes to define requirements, select the right target vendor group and supporting evaluation (telematics, engineering/construction vendors, charging management, charger hardware, etc.)          Technical Project Management – We are experienced in managing complex, large programs and bring technical expertise to ensure that project achieve the desired outcomes. We take an active approach to managing the defined scope, budget, and timeline, while also improving team communication and collaboration.          Implementation Dashboarding &amp; Data Visualization – We provide valuable insights and enhance the decision-making capabilities of our clients by presenting complex data in a concise and visually appealing manner, which allows stakeholders to quickly identify trends.</p>
72	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<ol style="list-style-type: none"> <li>1. Feasibility assessments and planning;             <ul style="list-style-type: none"> <li>• Low Complexity Fleet</li> <li>• Medium Complexity Fleet</li> <li>• High Complexity Fleet</li> </ul> </li> <li>2. Total cost of ownership (TCO) assessments:             <ul style="list-style-type: none"> <li>• Low Complexity Fleet</li> <li>• High Complexity Fleet</li> </ul> </li> <li>3. Strategic roadmap development             <ul style="list-style-type: none"> <li>• Low Complexity Fleet</li> <li>• Medium Complexity Fleet</li> <li>• High Complexity Fleet</li> </ul> </li> <li>4. Implementation and management services             <ul style="list-style-type: none"> <li>• Incentive identification and processing;</li> <li>• Program Management</li> <li>• Vendor Management</li> </ul> </li> </ol>

**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	We offer this based on high, medium and high complexity fleets.	*
74	Total cost of ownership (TCO) assessments	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer this based on low and high complexity fleets.	*
75	Strategic roadmap development	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer this based on high, medium and high complexity fleets.	*
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	We are offering a modified list of sub-category services in this section. - Incentive identification and processing (Utility)  - Incentive identification and processing (State & other government Grant Scan)  - Incentive identification and processing - State & government application  - Program Management - Low Complexity Fleet  - Program Management -High Complexity Fleet  - Vendor Management Implementation  -Dashboarding & Data Visualization	*
77	Training and education	<input checked="" type="radio"/> Yes <input type="radio"/> No	We are not able to provide pricing on this section without further scope details.	*

**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>Our Approach to Securing Federal &amp; State Grant Funding to monitor and apply for grants to provide capital support:</p> <p>Step 1: Monitor and Identify Grant Opportunities</p> <ul style="list-style-type: none"><li>• The team will conduct searches of funding opportunities at the Federal, State and Foundation levels using sources such as the GrantFinder service;</li><li>• The team will attend as-needed meetings with participating entities to screen projects for available funding opportunities or to research new funding opportunities that are released from federal or state agencies.</li><li>• Work collaboratively to screen, prioritize, and scope projects for grant funding competitiveness. Supported fleet and charger programs will be key to implementation cost savings.</li></ul> <p>Step 2: Summary of Findings</p> <ul style="list-style-type: none"><li>• We will prepare a technical memorandum to summarize available funding programs along with their relevance to initiatives, including information on total funding available, criteria for selection, application deadlines, and application requirements.</li><li>• We will organize and lead workshops with participating entities to discuss findings of grant research and recommendations.</li><li>• The technical memorandum will be updated regularly, for a year after completion of a program, to capture new developments with funding programs project priorities</li></ul> <p>Step 3: Grant Application Development</p> <ul style="list-style-type: none"><li>• Develop data-driven, compelling grant narratives that align to funding program evaluation criteria.</li><li>• Coordinate and deliver each step of the process, including coordination, application narrative, technical analyses, modeling, federal readiness strategy, and mapping / graphics.</li><li>• Provide regular written updates on status of grants (frequency to be agreed per engagement).</li></ul>
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79	Describe any ongoing services or subscriptions your company offers.	<p>PA Consulting has several accelerators that enable us to deliver services more efficiently and effectively. Here is a summary of some of these accelerators:</p> <ol style="list-style-type: none"> <li>1. Enterprise Decision Support and Data Governance Insight-as-a-Service (EDGE IaaS) – The Enterprise Decision Support and Data Governance (EDGE) is a new business-driven end-to-end operating model within Southern Company Gas (SCG) with a charter to transform the enterprise approach to data and information and delivering Insight as a Service (IaaS). PA’s work with SCG will establish and support the operational framework and mobilization for this new organization. The EDGE organization will drive the implementation and adoption of data-driven decision support within the enterprise. It adds the role of Chief Data Officer to the enterprise as well as full teams made up of information &amp; data governance, solutions management, and functional design/delivery roles. We are helping create a data-driven culture that supports the business in their decision-making process and addresses the need for accurate and timely information. Making high quality, easily available, curated decision-making data and information available to business will end their continuous hunting for, manipulating, integrating, and massaging of data and information, and will free them to focus their time on high-value activities, creating insights, and exploring opportunities for innovative problem-solving.</li> <li>2. Portfolio Optimization Tool – We aim to satisfy this client need and offer a range of services from expert advice and program management to investment strategies based on complex models. We use leading-edge, machine learning technology that can be deployed seamlessly into strategy-type engagements. Our portfolio optimization: <ul style="list-style-type: none"> <li>• Uses standard methods including Monte Carlo</li> <li>• Uses AI class methods including a Genetic Algorithms</li> <li>• Uses portfolio techniques, including prioritization where appropriate</li> <li>• Optimizes within any time-based funding envelope</li> <li>• Configures easily for any client value criteria</li> <li>• Adjusts scoring easily to meet our clients’ preferences</li> <li>• Is driven by data not predefined templates</li> <li>• Displays strategy-style charts e.g. frontier &amp; bubble</li> <li>• Accommodates complex inclusion, exclusion, and dependency logic</li> <li>• Provides better answers than Excel</li> <li>• Works on a simple laptop and always observes data sensitivity</li> </ul> </li> <li>3. ReliabilityOne – PA’s ReliabilityOne® program is an annual program that combines proprietary and publicly available historical reliability performance data to identify and recognize companies that have the best reliability and resiliency. We conduct on-site assessments to benchmark and analyze the reliability, resiliency, and sustainability operations of the leading utilities. Utilities in the US, due to a number of perceived factors (e.g. their differences in operating geographies, jurisdictional and regulatory environments, as well as their customer mix and electric system topographies), have few effective ways to compare how their operating practices and processes compare with similar utilities. PA’s ReliabilityOne® program developed methods to compare performances across these varied operating conditions and risks.</li> </ol>
80	Describe how you assess agencies’ utilities infrastructure as it relates to electrifying fleets.	<p>Utilities’ support for fleet electrification hinges on their available local and imported power generation capacity, ability of their transmission and distribution systems to support growing power demand without congestion, the reliability and resiliency of their systems and their incentives designed to support customers adopting EVs.</p> <p>We interface with the local utilities on behalf of the agencies to assess transmission and distribution infrastructure’s readiness to support fleet electrification and communicate upgrades needed to meet the demands imposed by EV adoption forecasts.</p> <p>Through knowledge from our ReliabilityOne program, we identify gaps in power supply reliability, outline how it poses risks to EV adoption, communicate expectations of service levels to the utilities on behalf of agencies and support the utilities in the implementation of programs to meet these expectations.</p> <p>We deliver program/project management services to agencies which includes working with charge point vendors and utilities in coordinating the installation and connection of the EV chargers to the grid. We manage all steps of the process from planning through implementation and maintenance of charge point stations.</p> <p>Utilities’ support for fleet electrification hinges on their available local and imported power generation capacity, ability of their transmission and distribution systems to support growing power demand without congestion, the reliability and resiliency of their systems and their incentives designed to support customers adopting EVs.</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](#) - PA Consulting - Sourcewell Pricing Document.pdf - Thursday May 11, 2023 14:21:19
- [Financial Strength and Stability](#) - PA Consulting - 2022 Annual Report.pdf - Thursday May 11, 2023 14:29:19
- [Marketing Plan/Samples](#) - PA Consulting - Sourcewell Marketing Samples.pdf - Thursday May 11, 2023 14:20:49
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - PA Consulting - Sourcewell Standard Transaction Document Samples.pdf - Thursday May 11, 2023 14:25:53
- [Upload Additional Document](#) - Proposal and Carbon Reduction Plan.zip - Thursday May 11, 2023 14:48:46

## 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. - Doug McMahon, Member of Management Group, PA Consulting Group, Inc

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
<b>Addendum_6_Fleet Electrification_RFP_051123</b> Wed May 3 2023 02:37 PM	<input checked="" type="checkbox"/>	4
<b>Addendum_5_Fleet Electrification_RFP_051123</b> Wed April 26 2023 04:36 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Fleet Electrification_RFP_051123</b> Fri April 21 2023 03:43 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Fleet Electrification_RFP_051123</b> Thu April 20 2023 05:03 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Fleet Electrification_RFP_051123</b> Fri April 14 2023 01:21 PM	<input checked="" type="checkbox"/>	7
<b>Addendum_1_Fleet Electrification_RFP_051123</b> Wed March 29 2023 02:50 PM	<input checked="" type="checkbox"/>	3