

LEGISLATIVE TRACKING FORMFiling for Council Meeting Date: 10/07/25

Resolution



Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): A resolution accepting the terms of a cooperative purchasing master agreement with Tetra Tech, Inc., for facility assessmentand planning with related services, for the Department of General Services.Submitted to Planning Commission? ☐ N/A ☐ Yes-Date: _____ Proposal No: _____

Proposing Department: _____ Requested By: _____

Affected Department(s): _____ Affected Council District(s): _____

Legislative Category (check one):

- | | | |
|---|--|--|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

FINANCE Amount +/-: \$ _____
Funding Source: Capital Improvement Budget
 Capital Outlay Notes
 Departmental/Agency Budget
 Funds to Metro
 General Obligation Bonds
 Grant
 Increased Revenue Sources
Match: \$ _____
 Judgments and Losses
 Local Government Investment Project
 Revenue Bonds
 Self-Insured Liability
 Solid Waste Reserve
 Unappropriated Fund Balance
 4% Fund

Other: _____ 9/3/2025 | 11:48 AM CDT

Approved by OMB: Elizabeth Jefferson

Approved by Finance/Accounts: _____

Approved by Div Grants Coordination: _____

Date to Finance Director's Office: _____

APPROVED BY**FINANCE DIRECTOR'S OFFICE:** Jennine Reed/nyw**ADMINISTRATION**

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW

Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____Date to Council: _____ For Council Meeting: _____ ☐ E-mailed Clerk
☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law – White Copy

Administration – Yellow Copy

Finance Department - Pink Copy

Resolution No. _____

A resolution accepting the terms of a cooperative purchasing master agreement with Tetra Tech, Inc., for facility assessment and planning with related services, for the Department of General Services.

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows the Metropolitan Government of Nashville and Davidson County ("Metro") to participate in a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one or more governmental entities outside this state; and,

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows Metro to participate in an out-of-state master agreement by adopting a resolution accepting the terms of the master agreement; and,

WHEREAS, the Purchasing Agent desires to participate in the master agreement between Sourcewell, a state of Minnesota governmental entity, and Tetra Tech, Inc., a copy of which is attached hereto and incorporated herein; and,

WHEREAS, this master agreement was requested by the Department of General Services but is available to all Metro Departments to utilize; and,

WHEREAS, Metro's participation in this out-of-state master agreement is limited to a term that will not exceed sixty months; and,

WHEREAS, approval of the master agreement is in the best interest of the citizens of the Metropolitan Government of Nashville and Davidson County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the master agreement between Sourcewell, a state of Minnesota governmental entity, and Tetra Tech, Inc., a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Dennis Rowland
Dennis Rowland
Purchasing Agent

INTRODUCED BY:

Member(s) of Council

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed/mjw
Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Macy Amos
Assistant Metropolitan Attorney

C2026013

Friday, August 1, 2025



Cooperative Request Form

Request Utilization of a Federal, Statewide, Municipal, or Cooperative Contract

A cooperative is when Metro utilizes a contract from another public entity to make a purchase. With the exception of statewide contracts, use of a cooperative requires Metro Council approval.

Cooperatives are not negotiable. Departments must accept the terms of the master contract without exception.

Questions? Email zak.kelley@nashville.gov.

Departmental Information

What is your name?	Ava Elsaghir
What is your department?	General Services Department
What is your email address?	Ava.Elsaghir@Nashville.gov
What is your phone number?	(615) 930-6049
In addition to your department, will other Metro departments be utilizing this cooperative?	<input checked="" type="button" value="Yes."/>
If other Metro departments will be utilizing this cooperative, list them here:	All Metro Agencies
How much do you estimate spending on this cooperative contract?	\$3,000,000.00

Cooperative Information

What is the cooperative entity?	<input checked="" type="button" value="Cooperative - Sourcewell."/>
What is the lead agency?	Sta
Who is the supplier?	Tetra Tech, Inc.
Is the supplier registered in iSupplier?	<input checked="" type="button" value="Yes."/>
If yes, what is the supplier's ISN?	1001508

What is the contract number?

10424-TTT

When did the contract start?

Friday, January 3, 2025

When does the contract end?

Wednesday, January 3, 2029

What was the solicitation method for this contract?

RFP - Request for Proposal.

What is the good/service that this cooperative will be utilized to purchase?

Facility Assessment and Planning with Related Services

Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB?

The RfP covers wide range of services and offers good prices for participating entities. This will eliminate the time and effort to solicit our own RfP and besides it's unlikely that Metro as a single entity would obtain the same pricing.

Upload the original contract from the lead agency.



Tetra Tech Contract 102424-TTT.pdf

Does the contract contain any good/service relative to surveillance as described in MCL 13.08.080?

No.

This contract contains a cooperative purchase provision that allows use by other governmental agencies and/or use of this contract is authorized by state and local law.

Yes.

I accept the terms of this contract without exception.

Yes.

Upload the formal solicitation (RFP/ITB) from the lead agency.



RFP and Addendums-Facility Assess... .pdf

This solicitation was advertised, open, and unrestricted.

Yes.

I have confirmed with both my department finance manager and/or OMB budget analyst sufficient fund availability for this request.

Yes

I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this cooperative request.

Yes



Cooperative Request Review

This cooperative request for **facility assessment and planning via Sourcewell contract #102424-TTT** is recommended for approval.

The anticipated project value is **\$3,000,000.00**. The estimated savings to Metro via this cooperative is **\$240,071.00**

The cooperative was requested by **General Services**; use will be available to all Metro entities.

Council approval of the master agreement is required.

Legal Justification

T.C.A. § 12-3-1205 & MCL 4.12.093 authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request the cooperative purchasing agreement is held by **Sourcewell**; the lead agency is **Sourcewell. University of Sourcewell** is a public institution in **Minnesota** that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP with 39 offers**.

Regulatory Justification

R4.12.090.05 of the regulations to the procurement code authorize Metro to participate in cooperative purchasing agreements with other local governments for the purchase of supplies, services, or construction.

For this request the cooperative purchasing agreement is for services. This meets the standard as defined by the regulations.

Value Justification

It is unlikely that Metro, as a single government entity, will obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement (**7.5% average off MSRP**) leverages both the scale of cooperative membership and the competition of multiple offers.

Further, a competitive solicitation for this good/service would require an estimated 139 hours of staff time valued at approximately \$17,457.00. Utilization of this cooperative will require 19 hours of staff time valued at approximately \$2,386.00. **A total savings (discount + staff time) of \$240,071.00.**

Impact on Minority & Women Owned Businesses

Pursuant to R4.12.090.05 of the regulations to the procurement code, Metro will work with the cooperative entity to maximize participation of disadvantaged firms in accordance with MCL 4.44 and 4.46.

Prepared by Kristin Butler
08/07/2025



Cooperative Request Signature Form

Co-Op Request Number	C2026013
Date Received	August 1, 2025

To Whom It May Concern,

I have read the attached Cooperative Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Dennis Rowland 
Dennis Rowland
Purchasing Agent & Chief Procurement Officer

8/8/2025 | 1:35 PM CDT
Date Signed



**MASTER AGREEMENT #102424****CATEGORY: Facility Assessment and Planning with Related Services****SUPPLIER: Tetra Tech, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Tetra Tech, Inc., 7222 Commerce Center Dr., Suite 150, Colorado Springs, CO 80919 (Supplier).

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

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

**Article 1:
General Terms**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

The Report must contain the following fields:

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

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

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

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

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

maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) Grant of License.

a) During the term of this Agreement:

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) Use; Quality Control.

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) Venue and Governing law between Sourcewell and Supplier Only. The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

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

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

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

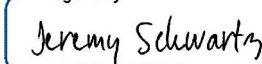
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

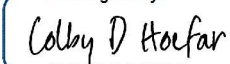
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcwell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcwell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcwell

Tetra Tech, Inc.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 1/3/2025 | 10:46 AM CST

DocuSigned by:

 40FAC3F8CE254F7...
 By: _____
 Colby Hoefar
 Title: Vice President
 Date: 1/3/2025 | 10:42 AM CST

RFP 102424 - Facility Assessment and Planning

Vendor Details

Company Name: Tetra Tech
3475 E Foothill Blvd
Address: Pasadena, California 91107
Contact: Kathy Levis
Email: kathy.levis@tetrattech.com
Phone: 703-414-9639
Fax: 719-260-1710
HST#: 95-4148514

Submission Details

Created On: Monday September 09, 2024 15:11:01
Submitted On: Wednesday October 23, 2024 13:16:53
Submitted By: Kathy Levis
Email: kathy.levis@tetrattech.com
Transaction #: c684eba0-a898-438b-8e4c-d895b7d19335
Submitter's IP Address: 174.161.108.208

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Tetra Tech, Inc	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 9GTD7 UEI: RXSCVLW6KTK9	*
5	Provide your NAICS code applicable to Solutions proposed.	541330	
6	Proposer Physical Address:	7222 Commerce Center Dr., Suite 150 Colorado Springs, CO 80919	*
7	Proposer website address (or addresses):	https://www.tetrattech.com/	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Colby Hoefar, CFM, LEED AP Vice President 7222 Commerce Center Dr. Colorado Springs, CO 80919 colby.hoefar@tetrattech.com (719) 659-1700	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jacene Witzel, RA, AIA Project Manager 308 N. Peters Rd. Suite 150 Knoxville, TN 37922 jacene.witzel@tetrattech.com (865) 964-8405	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kathy Levis Business Development & Marketing Manager 308 N. Peters Rd. Suite 150 Knoxville, TN 37922 kathy.levis@tetrattech.com (703) 414-9639	

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Tetra Tech History and Industry Longevity: Established in 1966, Tetra Tech is a national leader in environmental planning, water resources management, asset management, and real property master planning. Tetra Tech has over 28,000 staff, spanning 550 offices worldwide. As we have grown over the last 58 years, we have built upon our founders' vision of a consulting and engineering company dedicated to Leading with Science®. Our capacity encompasses more than 60 disciplines with the depth and breadth of engineers, planners, architects, scientists, and support staff to fulfill contracts in the environmental, infrastructure, asset management, energy, and master planning sectors.</p> <p>Tetra Tech is a decentralized firm, organized into two major business groups that align with our core markets and enhance the development of high-end consulting and technical solutions to meet our growing client demand. The Commercial/International Group provides services to commercial clients worldwide while the Government Services Group provides services to a wide range of U.S. government clients, from federal to municipal. Within the Government Services Group, Tetra Tech's Asset Management and Master Planning Team conducts master planning and space planning (master space planning, facility condition, and infrastructure condition) efforts on behalf of clients worldwide. Since 2009, Tetra Tech has conducted building envelope and building inspections, or facility condition assessments (FCA), across 330 sites inside and outside the continental United States totaling over 40,000 buildings and 440+ MSF of facilities. Tetra Tech has broad experience working with municipal and public agency clients. We have conducted 61+ MSF FCA for municipal clients across the United States.</p> <p>We also offer comprehensive real property master planning solutions, blending art and science to create stakeholder-driven, long-range plans that guide the efficient use of land, assets, and facilities to identify and maintain development in challenging funding environments. Tetra Tech's most meaningful indicator for first-class past performance over the last decade has been the consistent requests to repeat and replicate completed work for our satisfied customers. In the past five years, nearly thirty municipal, state, and federal clients have asked Tetra Tech to come back on successive contracts or task orders to support FCA and Space program implementation and sustainment. We are currently providing asset management and master planning support to more than a dozen repeat clients. We have been selected for our outstanding quality of service and project management capabilities, which demonstrate our ability and expertise in offering exceptional asset management services. Clients hiring us on back-to-back projects is the ultimate testament to customer satisfaction.</p> <p>Tetra Tech Business Philosophy and Core Values: Tetra Tech is built on a culture of innovation and committed to creating positive, impactful change as we address the world's most complex problems. We are proud to be home to industry-leading scientists, engineers, and technical specialists and to use this expertise throughout the project life cycle. Our strength is in collectively providing integrated services—delivering the best solutions to meet our clients' needs. Our commitment to safety is ingrained in our culture and at the forefront of every project.</p> <p>Our mission: To be the premier worldwide consulting and engineering firm, focusing on water, environment, sustainable infrastructure, renewable energy, and international development.</p> <p>Our core principals are: Service- We put our clients first. We listen better to understand our clients' needs and deliver smart, cost-effective solutions that meet those needs.</p> <p>Value- We take on our clients' problems as if they were our own. We develop and implement real-world solutions that are cost-effective, efficient, and practical.</p> <p>Excellence- We bring superior technical capability, disciplined project management, and excellence in safety and quality to all our work.</p> <p>Opportunity- Our people are our number one asset. Our workforce is diverse and includes leading experts in our fields. Our entrepreneurial nature and commitment to success provide challenges and opportunities for all our employees.</p>
12	What are your company's expectations in the event of an award?	<p>If awarded, we are committed to dedicating our staff and resources to the Sourcewell contract and will promptly promote Tetra Tech Services to Sourcewell members. Our team has a proven track record of delivering high-quality solutions on time and within budget. We can undertake this assignment immediately and will make every project awarded through Sourcewell our highest priority.</p>

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Tetra Tech began fiscal year 2023 with the most ambitious financial and strategic goals in the Company's history. Tetra Tech ended the year by exceeding our goals and delivering record highs for all key financial metrics that we track, driven by double-digit growth across our markets. Tetra Tech's revenue increased 29%, net revenue increased 32%, and adjusted EBITDA increased 33% from the prior year. Our excellent performance in 2023 is the result of a decade of strategic focus on providing high-end water, environment, and sustainable infrastructure services for our clients. Today, Tetra Tech has become a global company with an industry-leading reputation, \$5 billion in annual revenue, and double-digit growth rates. Throughout this evolution, Tetra Tech's combination of technical expertise, digital capabilities, and disciplined execution have given us an enduring competitive advantage. We are entering 2024 with a record high backlog of \$4.79 billion, up \$1 billion from 2023; \$25 billion in contract capacity; more than 20,000 clients; and significantly broadened access to key addressable markets in the United States, Canada, Europe, and Australia.</p> <p>Tetra Tech is a publicly traded company with a strong financial track record. Please refer to the 2023 annual report for details.</p>	*
14	What is your US market share for the Solutions that you are proposing?	<p>Tetra Tech's reputation as a leader in consulting engineering is proven by our Top 10 ratings 16 years in a row by Engineering News-Record. Since 2006, Tetra Tech has also led in consulting services for operational analysis, facility management consulting, facility condition assessments, and capital investment planning. Tetra Tech has provided the services described in this proposal to Military Department of Defense clients since 2010 and we are one of the Top 5 contractors providing these services.</p> <p>Tetra Tech's Engineering News-Record rankings for 2024 include:</p> <ul style="list-style-type: none"> #1 Site Assessment and Compliance #1 Top 5 Green Design Firms – Government Offices #1 Water Treatment/Desalination #1 Wind Power #2 Water Supply #2 Solid Waste #3 Top 500 Design Firms 	*
15	What is your Canadian market share for the Solutions that you are proposing?	<p>With over 55 years of experience across Canada, Tetra Tech has unique capabilities in engineering, water, environment, mining, solid waste management, oil and gas, energy, infrastructure, transportation, and industrial sectors. We develop multi-disciplinary project teams to provide clients with integrated, cost-effective, and world-class services that span the entire project life cycle. Our innovations and specialized work in major cities from Vancouver to St. John's, as well as the remote and extreme environments of the Yukon, Nunavut and Northwest Territories, help keep the country running through improvements in electrical and wind power, oil and gas, ports and harbours, roads and bridges, public health and research facilities, and municipal, industrial, and waste management infrastructure.</p> <p>Tetra Tech has 3,500 employees and 50 offices in Canada. Our reputation as a leader in consulting engineering is proven by our Top 10 ratings 16 years in a row by Engineering News-Record. Tetra Tech's rankings for 2024 include: #1 Top 10 by Region - Canada</p>	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Tetra Tech has never been involved in any bankruptcy proceedings.	*

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b. Tetra Tech is a service provider. From front-end science and planning to design, green workspaces, net zero water and energy systems to construction management and operations, Tetra Tech's global service network provides best-in-class experts with worldwide project experience. We deliver highly integrated solutions for the full project life cycle. Engineering News-Record consistently ranks Tetra Tech as a national leader in multiple markets. Tetra Tech has offices and operational infrastructure throughout the United States, Canada, and beyond. Our staff is supported by a uniform administrative and management system that project teams can access immediately to ensure that work is completed effectively.</p> <p>Utilizing Tetra Tech's deep bench of resources, we can call on experts in every sector, enabling our asset management team to pull from various office locations as needed for trained staffing of assessment teams in the field. All quality control measures are performed centrally so as to keep consistency. The business development personnel within the asset management program are trained in the services we can provide and therefore understand the scope of work and requirements needed for a successful project.</p> <p>While we are confident our team has the experience to address all solutions proposed, we recognize that some project agreements have specific small business participation goals. Tetra Tech has established relationships to contract with a large pool of diverse small businesses to provide third party support. Tetra Tech has a long successful history of supporting small businesses and has received recognition through several awards on small business partnerships and mentor-protégé programs. Tetra Tech has subcontracted more than \$1B to small business concerns, participated in over 200 small business outreach events, received an "Exceptional" rating from DCMA for its Small Business Program (2016), is actively overseeing three SBA Mentor-Protégé Agreements, and has served as a mentor to over 40 small businesses. Tetra Tech carefully manages our subcontractors to avoid cost, quality, and schedule impacts. We begin by selecting only subcontractors with whom we have a strong relationship and who are proven performers who bring unique skills and knowledge to the work.</p>
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Staff Certifications and Registrations:</p> <p>Key personnel selected for each type of service will consist of licensed and/or credentialled professionals such as engineers, architects, planners, energy managers, project managers, certified energy managers, and certified facility managers with experience in design, asset management, and energy auditing services. Registrations and credentials held by our team members include: Professional Engineer (PE), Registered Architect (RA), Registered Landscape Architect (RLA), Certified Facilities Manager (CFM), LEED AP, American Institute of Certified Planners (AICP), Certified Energy Manager (CEM), Certified Building Commissioning Professional (CBCP), Certified Demand Side Management Professional (CDSM), Certified Measurement and Verification Professional (CMVP), Geographic Information Systems Professional (GISP), Project Management Professional (PMP), DoD Top Secret clearance, and numerous DoD and specialty certifications.</p> <p>Our key personnel are supported by a strong, diverse project team of 145 engineers, architects, CADD and GIS technicians, and field technicians who have performed facility condition assessments, space utilization studies, energy audits, operations & maintenance analysis, and functionality assessments. Approximately 85% of the Project Team's current workload is repeat business from our current client base. Utilizing Tetra Tech's broad location base of offices, we can call upon local personnel to assist the asset management team if required for the project.</p> <p>Organizational Certifications:</p> <p>Tetra Tech holds business certifications for engineering/consulting practice in every State and Canada.</p>
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Tetra Tech has no suspension or debarment issues to report.</p>
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>Tetra Tech has received the following recognition in the past five years:</p> <ul style="list-style-type: none"> • 2024 Project Merit Award -Environmental Business Journal (EBJ) • 2024 Consulting & Engineering Award for Climate Change Adaptation & Resilience - Climate Change Business Journal (CCBJ) • 2024 EBJ Business Achievement Award - Environmental Business Journal • 2024 World's Best Management Consulting Firms 2024 -Forbes • 2023 Special Certificate of Commendation - Certified Environmental Practitioner Scheme • 2023 Sustainability, Environment & Climate for Profit Campaign - Bronze Award - Anthem Awards • 2023 Project of the Year - American Society of Highway Engineers Houston

Section

- 2023 SAME National Presidents' Coin - Society of American Military Engineers (SAME)
- 2023 Power List - Northern Power Women
- 2023 Project Merit Award in Renewable Energy – CCBJ
- 2023 Project Merit Award in Forest Conservation – CCBJ
- 2023 Business Achievement Gold Medal Award for Large Firms – EBJ
- 2023 Business Achievement Award for Mergers & Acquisitions – EBJ
- 2023 Information Technology Award in Ocean Monitoring – EBJ
- 2023 Technology Merit Award in Dam Safety – EBJ
- 2023 John C. Frye Environmental Geology Award
- 2023 Secretary of the Navy Environmental Award
- 2023 Moxie Award
- 2023 ISSMGE Lifetime Achievement Medal - International Society for Soil Mechanics and Geotechnical Engineering (ISSMGE)
- 2023 Wason Medal for Materials Research - American Concrete Institute
- 2023 Modern Integrated Waste Management Facility - Consulting Engineers of Alberta
- 2023 Target Outstanding Project Safety Award - Southeastern Construction Owners and Associates Roundtable
- 2023 Environmental Achievement Award in Outreach, Education, and Community Involvement - Airports Council International - North America
- 2023 Diversity Employer Award - Engineers Geoscientists Manitoba
- 2023 Flood Management Project of the Year, Geotechnical Project of the Year - American Society of Civil Engineers (ASCE) Orange County Branch
- 2023 Award for Outstanding Contributions in Brownfields Redevelopment - U.S. Environmental Protection Agency (EPA) Region 5
- 2023 Diversity Equity and Inclusion (DEI) Safety Champion -U.S. National Safety Council
- 2023 Environmental Data Quality Assurance Manager Award - U.S. EPA
- 2023 Diversity, Equity and Inclusion Safety Champion - National Safety Council
- 2023 Tetra Tech Recognized as Exemplar Prime Contractor - City of Los Angeles
- 2023 JW Morris Award (Large Business) - SAME
- 2023 EBJ Diversity & Inclusion Award - EBJ
- 2022 Best in State Gold Award for Future Value to the Engineering Profession - ACEC Washington
- 2022 Dwight D. Eisenhower Award for Excellence - U.S. Small Business Administration's (SBA)
- 2022 Large Business Award - SAME Los Angeles Post
- 2022 Pioneer Award - The Women's Energy Network Greater Pittsburgh Chapter
- 2022 Distinguished Service Award - Society for Freshwater Science
- 2022 Award of Excellence: "Adapting Infrastructure in the Face of Extreme Weather" - Association of Consulting Engineering Companies - Canada (ACEC-Canada)
- 2022 Outstanding Stormwater Capture and Use Project or Program - California Stormwater Quality Association (CASQA)
- 2022 Award of Excellence - The Association of Consulting Engineering Companies-Canada and Canadian Consulting Engineer magazine
- 2022 Canadian Consulting Engineering Award of Excellence: Adapting Infrastructure in the Face of Extreme Weather - Canadian Consulting Engineer and ACEC
- 2022 Minister's Environmental Award for Innovation for the Alberta Wildlife Watch (AWW) program - Alberta Minister's Environmental Award for Innovation
- 2022 Outstanding Project Award - American Society of Civil Engineers Region 9
- 2022 Honor Award in the Outstanding Plan or Study - American Planning Association Federal Planning Division (APA FPD)
- 2021 America's Most Responsible Companies - Newsweek
- 2021 MAPPS Geospatial Excellence Awards
- 2021 Perfect Record Award - National Safety Council
- 2021 Occupational Excellence Achievement Award - National Safety Council
- 2021 Award of Excellence - Association of Consulting Engineering Companies
- 2021 Consulting Engineering Awards - Association des firmes de génie-conseil – Québec
- 2021 Outstanding Federal Planning Program/Outstanding Area/Site Development Plan – APA FPD
- 2021 Infrastructure Planning Award - APA International Division
- 2021 Project of Excellence Award in the Environmental category - American Society of Civil Engineers Georgia Section
- 2021 Consulting & Engineering Award - CCBJ
- 2021 Project Merit: High Performance Buildings – CCBJ
- 2021 Engineering Excellence Silver Award: Social, Economic, and Sustainable Design - American Council of Engineering Companies of Washington

		<ul style="list-style-type: none"> • 2021 Secretary of Energy Achievement Award - U.S. Department of Energy (DOE) • 2021 Secretary of Navy Environmental Award: Environmental Restoration Installation • 2021 America's Most Responsible List (Newsweek) • 2020 The Association of Consulting Engineering Companies – Saskatchewan 2020 Consulting Engineer of the Year award • 2020 Award of Merit: Geophysics to Locate Prehistoric Artifacts for Mass Transit Project (Consulting Engineers of Alberta, Canada) • 2020 Rogue River Regional Master Plan and Integrated Environmental Assessment • 2020 Mid-Columbia River Regional Master Plan and Integrated Environmental Assessment • 2020 Occupational Excellence Achievement Award - National Safety Council • 2020 Excellence in Mitigation Innovation Award - Federal Emergency Management Agency (FEMA) • 2019 Top 80 Engineering Firms, BD+C Giants 300 Report - Building Design & Construction (BD+C) • 2019 Business Achievement Award – CCBJ • 2019 Emerald Asset Management E-3 Green Company Award - Emerald Asset Management • 2019 Award of Merit - Transportation Infrastructure category - Consulting Engineers of Alberta (CEA) Showcase Awards • 2019 Award of Excellence - Water Resources category - CEA Showcase Awards • 2019 Regional Recognition Award - Ordre des ingénieurs du Québec (the Quebec corporation of engineers) • 2019 Léonard Award – Energy - Association des firmes de génie-conseil-Québec • 2019 Visionary Award - Association des firmes de génie-conseil-Québec • 2019 Canadian Consulting Engineer Award of Excellence - Inuvik Tuktoyaktuk Highway Project - Association of Consulting Engineering Companies-Canada (ACEC) and Canadian Consulting Engineer (CCE) magazine • 2019 E-3 Green Company Award - Emerald Asset Management • 2019 Award of Merit - Project Management Flood Mitigation category - CEA Showcase Awards • 2019 Top 80 Engineering Firms for 2019 - Tetra Tech High Performance Buildings Group Ranked #6 - Building Design + Construction • 2019 Best Renovation/Restoration & Project of the Year Finalist - ENR New England • 2019 Award of Excellence - Association of Consulting Engineering Companies (Canada) • 2019 CASQA Outstanding Stormwater BMP Implementation Project of the Year • 2019 Envision Gold Award for Sustainable Infrastructure • 2019 Outstanding Parks and Recreation Project of the Year - American Society of Civil Engineers • 2019 Electrical Construction & Maintenance (EC&M) magazine's Top 40 Electrical Design Firms list: #4 electrical design firm. • 2019 Franz Edelman Award for Achievement in Advance Analytics, Operations Research, and Management Science. • 2019 CCBJ Business Achievement Award for Consulting & Engineering Practice in the Offshore Wind category and the Environmental Business Journal Business Achievement Award for Large Firms (Silver Medal). 	
21	What percentage of your sales are to the governmental sector in the past three years?	FY23 – 47.7% FY22 – 52.0% FY21 – 55.2%	*
22	What percentage of your sales are to the education sector in the past three years?	FY23 – 5.7% FY22 – 3.2% FY21 – 6.4%	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>Specific to our Asset Management Program, we have the following State Contracts : State (Guard Program):</p> <p>State of Minnesota</p> <ul style="list-style-type: none"> o FY24 – \$557.1K o FY23 – \$917.1K o FY22 – \$232.4K <p>State of Wisconsin</p> <ul style="list-style-type: none"> o FY24 – \$292.6K o FY23 – \$350.0K o FY22 – \$387.4K <p>State of Mississippi</p> <ul style="list-style-type: none"> o FY24 – \$729.9K o FY23 – \$720.4K o FY22 – \$763.5K <p>State of Tennessee</p> <ul style="list-style-type: none"> o FY24 – \$233.0K o FY23 – \$154.3K o FY22 – \$470.5K <p>State of California</p> <ul style="list-style-type: none"> o FY24 – \$831.6K o FY23 – \$783.0K o FY22 – \$647.1K <p>State of Wyoming</p> <ul style="list-style-type: none"> o FY24 – \$426.4K o FY23 – \$447.7K o FY22 – \$388.9K 	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>GSA Contracts (GS00Q14OADU138 – Pool 1, GS00Q14OADU337 – Pool 3, GS00Q14OADU436 – Pool 4):</p> <ul style="list-style-type: none"> • FY24 – \$88.9M • FY23 – \$97.8M • FY22 – \$60.1M 	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Colorado Springs, Colorado	Mr. Roger Austin, Facilities Manager	(719) 385-6663	*
Los Angeles County Recreation and Parks Department	Ms. Elena Maggioni, Ph.D., Environmental Specialist III	(213) 482-6980	*
Minnesota Army National Guard	Mr. Bruce Jensen, Program Administrator	(320) 616-6031	*

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

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

Line Item	Question	Response *	
26	Sales force.	Tetra Tech implements a Seller-Doer Model, where technical staff are responsible for completing their technical work and marketing the firm to increase awareness and sales. We have a robust team of over 13,000 trained experts in the field. See #28 Service Force for a breakdown.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Tetra Tech has no dealer network agreements for asset management, planning, or energy audit services. Tetra Tech implements a Seller-Doer Model, where technical staff are responsible for completing their technical work and marketing the firm to increase awareness and sales. We have a robust team of over 550 offices worldwide.	*

28	Service force.	<p>Tetra Tech has over 13,000 trained and experienced professionals to support the services outlined in this proposal.</p> <p>Description / # of employees Architects: 679 CADD Technician: 522 Civil Engineer: 2,399 Construction Inspector: 234 Construction Manager: 247 Corrosion Engineer: 17 Cost Engineer/Estimator: 240 Electrical Engineer: 706 Environmental Engineer: 843 Environmental Scientist: 1,100 Fire Protection Engineer: 128 Land Surveyor: 172 Landscape Architect: 51 Mechanical Engineer: 788 Planner: Urban/Regional: 648 Project Manager: 3,193 Risk Assessor: 582 Safety/Occupational Health Engineer: 89 Soils Engineer: 350 Structural Engineer: 240 Water Resources Engineer: 472 Quality Assurance Managers: 62 Total: 13,762</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Tetra Tech will work directly with clients to establish and execute projects.	*
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.	<p>Tetra Tech is committed to being a responsive partner to and active listener of all our clients. We may be a worldwide firm, but we offer clients the personal touch and responsiveness of a small, local business. Added to our client-tailored approach is the reach-back support of a large business with the best and brightest professionals in our industry. We pride ourselves on the quality of our work throughout the life of the project and beyond.</p> <p>The Contractor Performance Assessment Reporting System (CPARS) is a web-based system that allows government agencies to report and rate contractor performance. The government tracks how a contractor is performing during a specific period of time and completes a detailed record. These reports include cost performance reports, quality reviews, financial solvency assessments, and earned contract incentives. CPARS is used to assess contractors for their performance in:</p> <ul style="list-style-type: none"> • Technical • Cost Control • Schedule/timeliness • Management or business relations • Small Business Subcontracting • Regulatory Compliance <p>Tetra Tech's most recent CPARS summary of 1,802 project evaluations included 6,544 performance ratings for quality, schedule, cost control, and management. Of these, 6,481 were "Exceptional", "Very Good", or "Satisfactory" evaluations, representing 99 percent of the total ratings in the system.</p> <p>Tetra Tech's most meaningful indicator for first-class past performance over the last decade has been the consistent requests to repeat and replicate completed work for our satisfied customers. In the past five years, nearly thirty municipal, state, and federal clients have asked Tetra Tech to come back on successive contracts or task orders to support FCA and Space program implementation and sustainment. We are currently providing asset management and master planning support to more than a dozen repeat clients. We have been selected for our outstanding quality of service and project management capabilities, which demonstrate our ability and expertise in offering exceptional asset management services. Clients hiring us on back-to-back projects is the ultimate testament to customer satisfaction.</p>	*

31	Describe your process for data collection, review, and analysis.	<p>Tetra Tech developed a framework for our technical approach to FCA projects to streamline project execution, promote proactive communication, and deliver efficient, cost-effective solutions to our customers. A typical FCA project is executed in 3 main phases:</p> <ul style="list-style-type: none"> • Pre-site Coordination (Planning): Pre-site coordination is key to project success. During this stage, we obtain client-furnished information (CFI), identify key stakeholders and points of contact, establish project schedules, and define deliverable requirements. Tetra Tech Project Managers will facilitate a kick-off meeting following contract award notification. • Data Collection & Compilation (Site Visit & Analysis): Data collection methods will align with client guidelines. FCA data will be captured following ASTM E2018 Property Condition Assessments standards. On-site quality checks are performed by senior Tetra Tech engineers and architects to ensure scope compliance. Assessment data captured during site visits will be analyzed and loaded into a computerized maintenance management system. Robust quality control checks are conducted to ensure data accuracy. Tetra Tech utilizes business intelligence software to create visualizations to enhance assessment and analysis. • Reporting: Asset condition data is used to develop capital improvement plans, recommended maintenance schedules, and condition assessment reports in accordance with the scope of work. The project manager and program manager typically present our findings to clients during an FCA workshop and charrette. These workshops enable deep dives and discussions that foster client understanding and buy-in and identify reporting refinements before final delivery. 	
32	Describe any forecasting of potential renovations, upgrades, or modifications	Tetra Tech will analyze building condition data collected during site assessments. This information will be used to create a 10-year capital improvement plan (CIP) to identify and plan required maintenance, rehabilitation, renovations, asset upgrades, modifications and replacement projects at the most cost-effective times to restore assets and related parts to their original capacity, efficiency, or capability. Tetra Tech's CIP includes system and part maintenance, repair, and replacement over a 10-year period, with the ability to rank each project based on its urgency and importance to the asset in any given year. Our CIP identifies building systems and components that may need to be repaired or replaced immediately.	
33	Describe any cost analysis and budgeting tools you utilize and how the information is shared with stakeholders.	Tetra Tech utilizes industry-standard RS Means by Gordian construction cost books to estimate upgrades and repairs. Tetra Tech typically shares this information and other detailed findings with stakeholders via the reporting and charrette process. This process includes documentation of the field effort, the results, and the presentation of the data and methodology to staff. We adopted the charrette process from our Master Planners years ago because it is an effective way to engage and gain approval from the client for something they are deeply invested in.	
34	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Tetra Tech is a proven leader in the asset management field and since 2011, our Team has conducted facility condition assessments across 260 locations on over 40,000 buildings totaling 441 million square feet of facilities. We have provided these services in every State in the US. We welcome the opportunity to expand further into the education and municipality sectors.	*
35	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Tetra Tech has 50 offices across Canada, and since 2011, our Teams have conducted over 250,000 SF of infrastructure assessments in every province. Our Team has been providing pavement management and other infrastructure support services across British Columbia and Alberta provinces for last the 15 years. With over 55 years of experience across Canada, Tetra Tech has unique capabilities in engineering, water, environment, mining, solid waste management, oil and gas, energy, infrastructure, transportation, and industrial sectors. We develop multi-disciplinary project teams to provide clients with integrated, cost-effective, and world-class services that span the entire project life cycle. Our innovations and specialized work in major cities from Vancouver to St. John's, as well as the remote and extreme environments of the Yukon, Nunavut and Northwest Territories, help keep the country running through improvements in electrical and wind power, oil and gas, ports and harbours, roads and bridges, public health and research facilities, and municipal, industrial, and waste management infrastructure.	*
36	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Tetra Tech will fully serve all geographic areas of the United States and Canada.	*
37	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Tetra Tech offers our services to all participating entities.	*
38	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Tetra Tech has extensive experience working in and adhering to local requirements and restrictions in Hawaii, Alaska, and all US Territories. We have offices in Hawaii, Alaska, Puerto Rico, and Guam and frequently partner with other entities to perform work in these regions.	*
39	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Tetra Tech will extend terms of any awarded master agreement to any participating entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
40	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>If Tetra Tech is awarded the contract, we will form a strategic partnership with Sourcewell to drive awareness and sales for both brands pertaining to this scope of services. We will create an email campaign strategy around Sourcewell's member list and formulate a social media plan for promoting new client contracts. We will also create co-branded sales and marketing materials and content for inclusion in The Source quarterly newsletter and investigate advertising in publications where Sourcewell has been successful.</p> <p>Possible publications:</p> <p>AASA School Administrator American City & County APWA Reporter California School Business (CASBO) Centerlines (ACI) Community College Journal (AACC) Education Procurement Journal (NAEP) Florida School Business (FASBO) Government Fleet Government Procurement (NIGP) IASBO Update MSBA Journal Minnesota Fire Chief Magazine (MSFCA) MSW Management NYSAC News Parks and Recreation (NRPA) Recreation Management SBO Quarterly (OASBO) The Municipal University Business SAME The Military Engineer Magazine</p> <p>Confirmed Conferences and Sponsorships:</p> <p>ADC IIF 2025 ADC National Conference 2025 AF Information Technology Conference AFCEA Homeland Cybersecurity Conference AICP Test American Institute of Architects Conference APA Colorado 2025 APA FPD Workshop 2025 APA HI 2025 APA NPC BICSI Conference BUILDER Summit - Platinum Sponsorship CSI National Conference DoD Energy and Power Summit ESRI FED UC ESRI Federal Users Conference Fort Liberty SAME Post Golf Tournament GISP Certification Course Misc Professional Registration Maintenance/Renewals National Cyber Summit National Military Fish and Wildlife Association Pacific Industry Forum Pikes Peak SAME Golf PMP Training Rocky Mountain Cyberspace Symposium SAME Capital Week SAME Facilities Management Workshop SAME Front Range Industry Day SAME JETC 2025 SAME Local Chapter Industry Day SAME MIDLANT Industry Day SAME San Antonio Market Research Fair SAME SBC 2024 SAME SBC 2025 SAME SE Industry Day SAME/USACE Mobile Resiliency Workshop South Regional APPA (Higher Education) USAF COMPASS 2025</p>

41	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Tetra Tech will create social media content, with written approval from the Authorized Representatives from both parties and integrate it in the following ways:</p> <ul style="list-style-type: none"> Corporate website at www.tetrattech.com, consists of multiple microsites that follow SEO best practices Active social media presence on LinkedIn, Facebook, Instagram, and YouTube Partnership with 3BL Media to amplify news and updates Email newsletters via Mailchimp Digital publications (brochures and SOQs) – As an example of our digital brochure capabilities, please view our website at: https://rise.articulate.com/share/5J3hogNqKztXjvastduTfZji0X6wytk#/ Marketing at professional conferences 	*
42	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	If awarded an agreement, Tetra Tech will take the lead in marketing to Sourcewell's members by promoting new contracts and Tetra Tech services. When marketing to Sourcewell's potential client pool, Tetra Tech sales would state that a Sourcewell agreement is in place and mention the benefits of such an agreement. All communications combining Tetra Tech and Sourcewell's branding or information for promotion/advertising purposes will be approved in writing by the Authorized Representatives from both parties before publication.	*
43	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, we do not use an e-procurement system to process orders for our planning and asset management solutions. Each potential client has very specific needs, so we customize all projects for each client's scope of work.	*

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

Line Item	Question	Response *	
44	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Tetra Tech is proud to be home to leading technical experts in every sector. We are dedicated to sharing our expertise with our clients by providing quality training. Each client we partner with receives customized service and training as needed, depending on the project's scope and what is in the best interest of our customers. Training is optional but typically is requested by our clients. Training is provided by specific technical staff who have been working directly with the client throughout the assessment process. Training staff, therefore, have expertise not only in FCA software and training methods but also have a deep understanding and familiarity with the client's facilities and needs.</p>	*
45	Describe any technological advances that your proposed Solutions offer.	<p>Tetra Tech's asset management and utility infrastructure teams leverage custom programming and state-of-the-art scanning equipment to provide inventory collection and compilation with built-in efficiency and quality assurance.</p> <p>Our project management approach ensures that site visits and FCAs will be executed in alignment with the client's direction and goals. We have been conducting facility condition assessments since 2009. During this time, we recognized the need for a digital field assessment data collection tool, as paper-based assessments yielded long data compilation times and created significant quality control challenges to ensure consistent and standardized data. To improve efficiency and overall data accuracy, Tetra Tech developed the Field Assessment Support Tool (FAST). FAST streamlines data entry procedures, provides drop-down menus for components, automatically synchronizes pictures with sections, and is tailorable to ensure SOW/client guidance compliance. This aligned the workflow and methodology with the way that our teams logically walk down a building. We created an administrative utility so that we can tailor FAST to the client's scope of work, identifying the building systems and individual assets to be assessed. FAST performs automatic validation checks that follow client scope, standards, and formatting guidelines. The validation checks help generate cleaner, more consistent data on the initial entry and eliminate many of the errors that are typically caught later during QC. The outputs from FAST can be consumed by a variety of business intelligence platforms like Microsoft PowerBI, Tableau, or Qlik as well as imported into computerized maintenance management systems like Maximo or BUILDER. The results of this evolutionary field tool have been approximately a 30% gain in field efficiency, translating into lower costs to the client.</p> <p>Tetra Tech Delta delivers solutions that combine science and engineering expertise with advanced analytics and technology. Our interdisciplinary teams collaborate with our clients to create customized, sustainable, and scalable solutions to address their most challenging problems. The following select Tetra Tech Delta innovative solutions are presented below:</p> <p>FusionMap – Unleash the power of geospatial data with AI. 50% time savings for modeling and inspections. Tetra Tech's FusionMap is an innovative and flexible web-based platform that transforms how users can access, manage, and visualize their geospatial data. FusionMap integrates custom AI models to extract actionable intelligence from various data sources. Its comprehensive asset management, immersive 360-degree imagery, and augmented reality capabilities further enhance the user's ability to explore data, making FusionMap a leader in AI-powered geospatial data management.</p>	

		<ul style="list-style-type: none"> • 50% reduction in time spent on 3D modeling and inspections • Expanding library of more than 45 AI models tailored to client requirements • Near-real-time LiDAR change detection of thousands of miles of roads, highways, and rail tracks with millimetric accuracy • 365/24/7 fully automated flood monitoring of more than 2,000 miles of assets from coast to coast • More than 70 terabytes of processed, analyzed data from satellite vendors updated weekly <p>myProjects – simplify your project data capture and reporting. Up to 25% effort saved across the life of a project. Tetra Tech's myProjects is a secure, cloud-based project management tool with an intuitive, easy-to-use interface that can be customized according to program and project requirements, providing a single source of truth.</p> <ul style="list-style-type: none"> • Up to 25% effort saved across the life of a project • 6,000+ projects supported globally with \$26 billion in project value • Supported by program and project management experts • Accurate real-time reporting and insights to drive informed decision-making • Interactive capability and easy integration into existing systems • Facilitates transparency, consistency, and collaboration between teams and stakeholders <p>OceansMap – Explore an ocean of data in an instant for informed decision making. 600+ environmental data sources with global and regional coverage. OceansMap is designed specifically to overcome the challenge of combining complex environmental data from disparate sources and integrating impactful tools. It fosters collaboration, provides a common operational picture, and facilitates data-driven decision-making. Tailored experiences create insights, inform decisions, and unleash the power of data.</p> <ul style="list-style-type: none"> • 600+ environmental data sources with global and regional coverage • Evolving library of 25+ widgets and visualization and analysis tools • Customizable insights dashboards for monitoring and planning • Instantaneous MetOcean analysis at critical locations for informed operations • Dynamic update of latest forecast and observation data • Advanced cloud-native data management system with quality assurance/quality control <p>Volans – visualize air traffic and environmental data, 10 times faster noise and emissions impact calculations. Volans® is visually stunning, easy-to-use, and functionally rich software that supports stakeholder engagement and data-driven decision-making. Tetra Tech's proprietary and patented 3D visualization software enables users to study environmental and noise impacts near airports, design new departure and arrival procedures, perform air safety studies, create video presentations for education and community outreach, and analyze air space restrictions and obstructions. Volans is an integral technology supporting airspace modernization in the United States and the United Kingdom.</p> <ul style="list-style-type: none"> • Rapid 3D analysis of flight tracks and takeoff and landing procedures • Sophisticated video creation capabilities to assist in outreach and education • Calculates environmental impact of both existing activities and proposed designs • 10 times speed increase in calculating noise and emissions impact at major airports • 3D visualization websites enable governments to inform and engage the public on nationwide airspace modernization • Visual comparison of airspace changes and local and regional impacts 	*
46	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Our vision for the future is to fully incorporate sustainability concepts into our daily operations by providing innovative solutions to meet pressing global challenges. Tetra Tech's innovative, sustainable solutions help our clients address their water, environment, infrastructure, resource management, and energy. We offer such services as resilience planning and high-performance buildings where we develop sustainable infrastructure for the environment, green workspaces, and net zero water and energy systems. Our commitment to safety is ingrained in our culture and at the forefront of every project. We combine the resources of our international company with local, client-focused delivery.</p> <p>Tetra Tech is consistently recognized by the Environmental Business Journal and Engineering News-Record as one of the top large businesses in the environmental industry today. Our fully integrated range of environmental and engineering services allows us to address our public and private clients' environmental issues quickly and cost-effectively.</p>	*

47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Tetra Tech is a service provider that produces programs, inventory, and reporting solutions. In the last five years, Tetra Tech's green awards include:</p> <ul style="list-style-type: none"> • 2024 Project Merit Award -Environmental Business Journal (EBJ) • 2024 Consulting & Engineering Award for Climate Change Adaptation & Resilience - Climate Change Business Journal (CCBJ) • 2024 EBJ Business Achievement Award - Environmental Business Journal • 2023 Special Certificate of Commendation - Certified Environmental Practitioner Scheme • 2023 Sustainability, Environment & Climate for Profit Campaign - Bronze Award - Anthem Awards • 2023 Project Merit Award in Renewable Energy – CCBJ • 2023 Project Merit Award in Forest Conservation – CCBJ • 2023 Business Achievement Gold Medal Award for Large Firms – EBJ • 2023 Information Technology Award in Ocean Monitoring – EBJ • 2023 Technology Merit Award in Dam Safety – EBJ • 2023 John C. Frye Environmental Geology Award • 2023 Secretary of the Navy Environmental Award • 2023 Environmental Achievement Award in Outreach, Education, and Community Involvement - Airports Council International - North America • 2023 Award for Outstanding Contributions in Brownfields Redevelopment - U.S. Environmental Protection Agency (EPA) Region 5 • 2023 Environmental Data Quality Assurance Manager Award - U.S. EPA • 2022 Award of Excellence: "Adapting Infrastructure in the Face of Extreme Weather" - Association of Consulting Engineering Companies - Canada (ACEC-Canada) • 2022 Minister's Environmental Award for Innovation for the Alberta Wildlife Watch (AWW) program - Alberta Minister's Environmental Award for Innovation • 2021 Project of Excellence Award in the Environmental category - American Society of Civil Engineers Georgia Section • 2021 Engineering Excellence Silver Award: Social, Economic, and Sustainable Design - American Council of Engineering Companies of Washington • 2021 Secretary of Energy Achievement Award - U.S. Department of Energy (DOE) • 2021 Secretary of Navy Environmental Award: Environmental Restoration Installation • 2020 Rogue River Regional Master Plan and Integrated Environmental Assessment • 2020 Mid-Columbia River Regional Master Plan and Integrated Environmental Assessment • 2020 Excellence in Mitigation Innovation Award - Federal Emergency Management Agency (FEMA) • 2019 Emerald Asset Management E-3 Green Company Award - Emerald Asset Management • 2019 Award of Merit - Project Management Flood Mitigation category - CEA Showcase Awards • 2019 Envision Gold Award for Sustainable Infrastructure
48	Describe approaches used by your company to align recommendations with an owner's sustainability goals.	<p>Tetra Tech offers services and solutions related to green initiatives and sustainability. We analyze existing buildings and utility infrastructure to optimize the efficient life of the components and analyze energy consumption to master plan assets for long-term real property efficiency and resiliency. We are currently supporting the City of Los Angeles with their decarbonization planning efforts.</p>

49	<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>Tetra Tech is a leading provider of high-end consulting and engineering services. Our Asset Management Program has unmatched real property and infrastructure assessment experience to deliver unique solutions to Sourcewell members. Since 2011, we have executed facility assessment and planning projects on more than 470 MSF of facility space. Our catalog of experience includes the assessment of 40,000 buildings in the US, Canada, and locations worldwide. In the State of Alaska, our teams have conducted facility condition assessments (FCAs) on 23+ MSF. We utilize technological advances to provide innovative solutions to our clients. To improve accuracy and efficiency during field data collection, we developed our own facility assessment support tool (FAST). FAST performs automatic validation checks that follow client scope, standards, and formatting guidelines. The validation checks help generate cleaner, more consistent data on the initial entry and eliminate many errors typically caught later during QC. FAST improves the sustainability of projects by eliminating the need for paper assessment plans. Tetra Tech combines engineering and geospatial services for infrastructure assessments, including underground utilities, sidewalks, and pavements. Our Inventory, Condition Assessment, and Mapping (ICAM) projects provide critical visual and actionable asset management information. This detailed analysis enables clients to make informed decisions across their entire enterprise and to prioritize key maintenance projects. Tetra Tech has conducted utility condition assessments at over 100 locations, covering Alaska, Puerto Rico, and most of the continental United States. Currently, Tetra Tech is performing a 3D Scanning & Digital Twin study. This project employs indoor LiDAR scanning and AI technology to develop a virtual representation of buildings and assets.</p> <p>Our expertise is not limited to facility assessment services. In addition to master planning and energy auditing, Tetra Tech has a strong background in delivering space utilization and optimization solutions to our clients. In 2009, Tetra Tech helped the Air National Guard establish and implement an enterprise-wide asset management program covering 54 million square feet of facility space worldwide. Tetra Tech created the S-File, a GIS-based tool, to deliver accurate facility floorplans (CAD-based drawings were developed for each facility), geolocation, and personnel utilization data. The S-File is a part of the Air Force's Space Optimization program used to inform the decision-making process on space allocation and occupancy issues at the ANG's 66 installations.</p> <p>Tetra Tech can help modernize asset management programs and bring innovations to customers. Tetra Tech's support of our clients goes beyond site visits and data analysis. Our roster of highly skilled professionals has delivered high-quality, customized training to municipal, federal, and state customers, and we will bring that same expertise to Sourcewell members.</p> <p>Tetra Tech's 550 offices offer the familiarity of local staff who live and work in the areas where they provide services. Our deep bench of professionals gives Tetra Tech the ability to offer a wide diversity of services, customized for the needs and scope of work of our clients. Our teams are integrated to offer one stop shopping for engineering and environmental services allowing us to provide cost effective solutions to customers across the country and worldwide.</p>
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
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50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>Tetra Tech is a large business. An essential part of Tetra Tech's business is developing partnerships that are in the best interest of our customers. With our award-winning small business program, Tetra Tech has a proven record and a well-defined process to mentor, guide, and train small business subcontractors. The U.S. federal government has recognized our excellence in this area with multiple awards. Our partnering philosophy is shared across our global operations. We strongly believe that through shared training, we can achieve socioeconomic goals, enhance the development of small businesses, execute work safely, on schedule, and within budget, and meet contract quality objectives. Small businesses are a significant focus for contracting in the U.S. federal market. In global markets, collaboration with minority-owned businesses—including native and aboriginal groups—can be essential to supporting and executing projects involving resource extraction and related infrastructure.</p> <p>The Tetra Tech Small Business and Partnerships Council brings together individuals representing a cross-section of our company, including business group representatives, existing small business mentors, initiative leaders, and specialists in government relations, contracts, legal, and procurement. The Council is responsible for identifying, evaluating, and maintaining successful partnerships, fostering new and existing small business relationships, and serving as a resource to provide company-wide visibility on best practices and joint capabilities.</p> <p>Long History of Notable Awards</p> <ul style="list-style-type: none"> • Society of Military Engineers (SAME) Large Business Award (2021, 2016) in recognition of outstanding small business subcontracting performance in support of U.S. Department of Defense programs, including participation in the SBA mentor-protégé program, employee training on supporting small business initiatives, and participation at small business conferences. • Federal Aviation Administration (FAA) Large Business of the Year (2011) in recognition of Tetra Tech's outstanding performance and significant contributions to the FAA Small Business Development Program goals and objectives, including its participation in the FAA's Mentor-Protégé Program. • U.S. Department of Veterans Affairs Special Recognition Corporate Achievement Award (2007) in recognition of contributions to involving veteran-owned small businesses in federal government programs. • U.S. Small Business Administration's Award of Distinction (2004) in recognition of contributions to involving small businesses in federal government programs. • U.S. Defense Logistics Agency Small Business Program Award (1997, 1998) in recognition of Tetra Tech's outstanding rating for our small business program, reflecting dedication to assisting and providing subcontracting opportunities to small businesses.
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
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Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Tetra Tech's payment terms are Net 30. However, we understand participating Sourcewell Members may have differing requirements. Therefore, final payment terms can be negotiated and finalized in each Agreement.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	Not applicable to the services we are proposing.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	We have provided a sample of our Tetra Tech Professional Service Agreement in the attached documents.	*
62	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?	Yes, Tetra Tech can accept the P-card procurement and payment process. However, it is to be noted that fees may apply in the use of the P-card. Applicable P-card fees will be resolved in the Participating Agreement.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Professional services are priced using a list of industry relevant labor categories by functional area and billable rate. Fiscal Year 2025 (FY25) Ceiling Rates were developed with the October 2025 demographics report of personnel wages. Tetra Tech is able to further discount the rates by focusing on an appropriate mix of qualified, experienced, and skilled professionals who support the Asset Management Program. Tetra Tech proposes the following Labor Categories and discounted Billing Rates for FY25:</p> <p>Labor Category: FY25 Ceiling Rates (Discount Applied) Billing Rate \$US/\$CAD*</p> <p>Program Manager: \$282.38 (-7.93%) \$260.00/\$360.00</p> <p>Project Manager: \$250.39 (-22.12%) \$195.00/\$270.00</p> <p>QA/QC Manager: \$226.78 (-33.86%) \$150.00/\$207.00</p> <p>IT Database Specialist: \$167.89 (-13.63%) \$145.00/\$201.00</p> <p>Building Information Modeling (BIM) Specialist: \$174.52 (-19.78%) \$140.00/\$194.00</p> <p>GIS/CADD Specialist: \$136.05 (-11.80%) \$120.00/\$166.00</p> <p>Registered Architect - Discipline Lead: \$220.67 (-9.37%) \$200.00/\$277.00</p> <p>Architect Staff: \$150.87 (-7.20%) \$140.00/\$194.00</p> <p>Mechanical Engineer - Discipline Lead: \$240.44 (-20.98%) \$190.00/\$263.00</p> <p>Mechanical Engineer Staff: \$166.40 (-21.88%) \$130.00/\$180.00</p> <p>Electrical Engineer - Discipline Lead: \$186.87 (-6.35%) \$175.00/\$242.00</p> <p>Electrical Engineer Staff: \$166.40 (-24.88%) \$125.00/\$173.00</p> <p>Civil Engineer - Discipline Lead: \$213.57 (-22.74%) \$165.00/\$228.00</p> <p>Civil Engineer Staff: \$156.93 (-13.97%) \$135.00/\$187.00</p> <p>Energy Analyst - Discipline Lead: \$208.33 (-11.20%) \$185.00/\$256.00</p> <p>Energy Analyst Staff: \$123.25 (-6.69%) \$115.00/\$159.00</p>	*

		<p>Engineer Technicians – Senior: \$120.42 (-12.81%) \$105.00/\$145.00</p> <p>Engineer Technicians – Staff: \$102.20 (-16.83%) \$85.00/\$118.00</p> <p>Contract/Procurement Specialist: \$172.93 (-13.26%) \$150.00/\$207.00</p> <p>Clerical/Admin Specialist: \$82.92 (-9.55%) \$75.00/ \$104.00</p> <p>*Note: 1 U.S. Dollar = 1.38324 Canadian Dollars; Source 21 October 2024: https://www.xe.com/currencyconverter/convert/?Amount=1&From=USD&To=CAD</p> <p>Tetra Tech will assess a Sourcewell Member's scope of work and deliverables requirements and come up an optimum mix of personnel/labor hours to generate a fee proposal. All direct expenses to a project will be on a pre-approved basis and will be reimbursed at cost with a General and Administrative (G&A) mark-up as negotiated in each Agreement.</p> <p>A G&A fee of 12.70%, which is based on annual costs and submitted/approved each year to the Defense Contract Management Agency, will be applied to these costs in accordance with our Disclosure Statement and standard accounting practices.</p> <p>Miscellaneous charges/reimbursables for this project may include field equipment and supplies, document reproduction, shipping and travel costs. Costs are collected and billed based on actual expenses but are proposed based on market research and historical costs for similar type work.</p> <p>All travel related reimbursements are in accordance with the U.S. Government Joint Travel Regulations. Maximum rates for reimbursement of lodging, meals, and incidentals (i.e., per diem allowances) are set by the U.S. Government according to location of travel. Local mileage costs are proposed at the current rate directed by the Internal Revenue Service/General Services Administration (GSA), or \$0.67 per mile as of 10/1/2024.</p> <p>Fee will be applied to all ODCs (excluding travel), at 10% percent. If subcontractors/subconsultants are used in support of the any fee proposal, a 10% mark-up will be applied.</p> <p>Currency exchange rates and escalation factors will be reviewed annually and, if required, price change requests will be submitted in accordance with Article 2 (2) per the Sourcewell Master Agreement #102424</p> <p>Escalation: Rates escalated 3.25% per year and rounded to nearest whole dollar unit.</p>	
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	MSRP does not apply to Architect-Engineering Professional Consulting Services.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Tetra Tech will work with each Sourcewell Member to determine if their requirements warrant additional discounts. Due to the nature of the work and final client deliverables requested, there may be potential for quantity or volume discounts. These can be negotiated per opportunity.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Tetra Tech's services can be customized based on the Sourcewell Member's needs and scope of work. With each additional service required, there is potential for greater cost efficiency.	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Travel is expected for site assessments and field data collection. Shipping may be required for transport of field equipment. All direct expenses to a project will be on a pre-approved basis and will be reimbursed at cost with a G&A mark-up as negotiated in each Agreement.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All direct expenses to a project will be on a pre-approved basis and will be reimbursed at cost with a G&A mark-up as negotiated in each Agreement.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The Tetra Tech team will use the same methodology as described in response to question 68 to address direct costs applicable to Alaska, Hawaii, Canada, or any offshore delivery.	*

70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	This is not relevant to the professional services provided by the Tetra Tech team.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>The Tetra Tech Team understands that appropriate planning, status, and monitoring, are key to successful project execution and completion. Tetra Tech's Project Controls methodology and practice focus on Shared Vision, Do It Right principles, and providing client value through service and quality. While the Tetra Tech Team has the capacity for numerous detailed procedures, systems, and methodologies to increase the probability of success, we are also aware there is no one-size-fits-all approach to project execution. Through communication and planning efforts, a project specific controls approach may be adjusted to fit what is mutually best agreed upon to benefit the project outcome.</p> <p>Additionally, Tetra Tech's Oracle-based financial management system provides a Defense Contract Audit Agency-approved cost accounting and management information system that allows the Program and Project Managers to identify and analyze cost variances between the performance baselines and current estimate-at-completion. This system provides real-time access to budgets and cost data. Through this system, Tetra Tech will easily be able to report quarterly sales revenue to Sourcewell and calculate the proper administrative fee for remittance.</p>	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Tetra Tech typically tracks two types of internal metrics for these types of agreements. The first is the individual agreement/task order with each client related to project budget, project schedule, and client satisfaction. We strive to be on time and on budget with all our task orders. Sometimes there are delays and we are very communicative and collaborative with clients about the schedule. We aim to set mutual expectations at the beginning of the task order, so that all parties understand the schedule, budget, scope of work, deliverables, and invoicing timing. We are also keen to discuss what project success looks like at the beginning of the project and schedule periodic check-ins to make sure we are delivering a useful and successful project.</p> <p>The second metric is the macro perspective of being on contract with Sourcewell as a provider. The typical metrics here are Gross Revenue, Net Revenue, Profit, Backlog, and overhead costs related to marketing, bid and proposal, and contract administration. Contracts must be profitable over the overhead costs to be sustainable, with a profit goal of 10%. If we can obtain multiple orders and generate backlog, this contract will sustain staffing or grow staffing making our services available to Sourcewell participants and making the Sourcewell procurements more strategic in our portfolio of contracts.</p>	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Tetra Tech is proposing a 1% administrative fee to be calculated as a percentage of Vendor's sales under the contract.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts.	<p>b. The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts.</p> <p>Professional services are priced using a list of industry relevant labor categories by functional area and billable rate. Fiscal Year 2025 (FY25) Ceiling Rates were</p>

developed with the October 2025 demographics report of personnel wages. Tetra Tech is able to further discount the rates by focusing on an appropriate mix of qualified, experienced, and skilled professionals who support the Asset Management Program. Tetra Tech proposes the following Labor Categories and discounted Billing Rates for FY25:

Labor Category: FY25 Ceiling
Rates (Discount Applied)
Billing Rate \$US/\$CAD*

Program Manager: \$282.38
(-7.93%) \$260.00/\$360.00

Project Manager: \$250.39
(-22.12%) \$195.00/\$270.00

QA/QC Manager: \$226.78
(-33.86%) \$150.00/\$207.00

IT Database Specialist:
\$167.89 (-13.63%)
\$145.00/\$201.00

Building Information Modeling (BIM) Specialist: \$174.52
(-19.78%) \$140.00/\$194.00

GIS/CADD Specialist:
\$136.05 (-11.80%)
\$120.00/\$166.00

Registered Architect -
Discipline Lead: \$220.67
(-9.37%) \$200.00/\$277.00

Architect Staff: \$150.87
(-7.20%) \$140.00/\$194.00

Mechanical Engineer -
Discipline Lead: \$240.44
(-20.98%) \$190.00/\$263.00

Mechanical Engineer Staff:
\$166.40 (-21.88%)
\$130.00/\$180.00

Electrical Engineer -
Discipline Lead: \$186.87
(-6.35%) \$175.00/\$242.00

Electrical Engineer Staff:
\$166.40 (-24.88%)
\$125.00/\$173.00

Civil Engineer - Discipline
Lead: \$213.57 (-22.74%)
\$165.00/\$228.00

Civil Engineer Staff: \$156.93
(-13.97%) \$135.00/\$187.00

Energy Analyst - Discipline
Lead: \$208.33 (-11.20%)
\$185.00/\$256.00

Energy Analyst Staff: \$123.25
(-6.69%) \$115.00/\$159.00

Engineer Technicians – Senior: \$120.42 (-12.81%) \$105.00/\$145.00

Engineer Technicians – Staff: \$102.20 (-16.83%) \$85.00/\$118.00

Contract/Procurement Specialist: \$172.93 (-13.26%) \$150.00/\$207.00

Clerical/Admin Specialist: \$82.92 (-9.55%) \$75.00/\$104.00

*Note: 1 U.S. Dollar = 1.38324 Canadian Dollars; Source 21 October 2024: <https://www.xe.com/currencyconverter/convert/?Amount=1&From=USD&To=CAD>

Tetra Tech will assess a Sourcewell Member’s scope of work and deliverables requirements and come up an optimum mix of personnel/labor hours to generate a fee proposal. All direct expenses to a project will be on a pre-approved basis and will be reimbursed at cost with a General and Administrative (G&A) mark-up as negotiated in each Agreement. A G&A fee of 12.70%, which is based on annual costs and submitted/approved each year to the Defense Contract Management Agency, will be applied to these costs in accordance with our Disclosure Statement and standard accounting practices. Miscellaneous charges/reimbursables for this project may include field equipment and supplies, document reproduction, shipping and travel costs. Costs are collected and billed based on actual expenses but are proposed based on market research and historical costs for similar type work. All travel related reimbursements are in accordance with the U.S. Government Joint Travel Regulations. Maximum rates for reimbursement of lodging, meals, and incidentals (i.e., per diem allowances) are set by the U.S. Government according to location of travel. Local mileage costs are proposed at the current rate directed by the Internal Revenue Service/General Services Administration (GSA), or \$0.67 per mile as

of 10/1/2024.
 Fee will be applied to all ODCs (excluding travel), at 10% percent.
 If subcontractors/subconsultants are used in support of the any fee proposal, a 10% mark-up will be applied. Currency exchange rates and escalation factors will be reviewed annually and, if required, price change requests will be submitted in accordance with Article 2 (2) per the Sourcewell Master Agreement #102424
 Escalation: Rates escalated 3.25% per year and rounded to nearest whole dollar unit.

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

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>We are experts in real property asset management, planning, and operational technology, pioneering an integrated approach built on a foundation of collaboration and integration among our core areas of expertise. Tetra Tech's approach ensures smart real property portfolios by optimizing assets, increasing efficiencies, assuring long-term sustainability and site resiliency, and ensuring safe and secure facilities and campuses throughout every stage of life cycle planning. Tetra Tech offers our clients access to expertise in data acquisition and analysis, GIS data visualization, stakeholder engagement, community and compatible use planning, programming, facility condition assessments (FCAs), space utilization studies, utility assessments, energy audits, facility-related control systems, cybersecurity, risk assessment and more. Since 2007, we have consistently guided our clients to develop smart real property management solutions that are resilient, realistic, and actionable.</p> <p>Facility asset management and lifecycle planning: Facility condition assessments (FCA) are performed by trained professionals led by licensed discipline leads; our teams use customized data collection methods and tools with proven quality control procedures to ensure data accuracy and alignment with scope. Following field collection, the FCA data is further analyzed, and those findings are developed into a condition assessment report and capital improvement plan (or reporting as dictated by the client) that details facility and asset health, remaining service life, and replacement value and includes forecasted future maintenance needs. Our detailed capital investment planning enables clients to prioritize maintenance projects and identify when and where to invest to extend asset service life.</p> <p>Real property inventory: Our customers often request assistance streamlining their real property inventory records, removing duplicative data, and identifying and adding missing information. An audit of real property inventory (RPI) can be performed concurrently with FCAs or as a separate task. Data analytics and business intelligence software will be utilized to perform a deep dive into inventory and assessment data. Data analytics can help identify trends and performance needs across a client's real property portfolio, providing insight into asset performance, functionality, cost, and risk. Tetra Tech has performed RPI projects for clients ranging from Round Rock, TX, Independent School District to the Minnesota Parks Department to Arlington National Cemetery.</p> <p>Space optimization and utilization studies: Space utilization and planning services are conducted by GIS-trained analysts and Architects. We review existing space use and compare efficiencies and needs with client goals. Tetra Tech utilizes industry standards for space use and categorization. Deliverables include GIS databases with geolocated space utilization data. Updated floorplans can be delivered in CAD. We have also developed a 3D interior scanning program to provide clients with interior and exterior LiDAR scans (data point clouds) to support planning, renovation, or space/facility modeling as desired.</p> <p>Energy audits: Engineers, scientists, and technicians provide energy, utility, and emission assessment and planning by reviewing existing conditions and equipment and recommending solutions with phased implementation. Tetra Tech helps clients better understand</p>

facility operational performance and energy efficiency opportunities by identifying asset condition, performance, remaining service life, and energy use. Our capital investment recommendations include energy and water conservation opportunities to take advantage of improved facility performance, decreased energy consumption, and lower maintenance costs by updating mechanical, electrical, and plumbing components in alignment with the asset lifecycle.

Infrastructure (pavements, roads, sidewalks, utilities) assessment and GIS mapping services:

Infrastructure assessments are performed by trained GIS analysts and field technicians, electricians, and engineers. Geo-location and condition information are captured, and data delivered in GIS databases conforming to SDSFIE 4.0 Gold Standard. Condition assessment reports outlining life-cycle analysis, replacement costs, and maintenance planning forecasts are developed as well. The 'mapping' element of these assessments provide critical visual and actionable asset management information on infrastructure below grade as well as above grade.

Master planning:

Tetra Tech can provide master planning solutions that integrate available resources with future goals and growth. Our master planning team works directly with clients to review each project site's resiliency, challenges, and opportunities. Site safety and code reviews can be conducted with licensed professionals who are experts in their fields. A written report of issues will be provided, including visual documentation of the deficiencies and recommendations for correction, if applicable.

Technical Approach to Facility Assessment and Planning projects:

Tetra Tech's success in providing wide-ranging solutions to our customers is centered on a technical approach developed over 15 years of conducting assessment, utilization, and planning projects. Our work breakdown structure (WBS) is focused on project management, quality assurance/quality control, and an effective communication plan. Importantly, the WBS process can be tailored to client specifications; Tetra Tech offers a nimble team ready to tackle any task. The WBS process has proven very effective, enabling Tetra Tech project managers to execute and oversee multiple projects and site visits concurrently. This straightforward framework simplifies project execution, enables standard operating procedures, and provides a consistent product and service to our client, all of which increase our efficiency and reduce costs for the client.

Project Management.

As a result of our operations tempo and the volume of FCA work since 2009, our staff is finely tuned, and we seldom alter our organizational structure after contract award. The client will be working with an experienced, integrated team, in which staff support each other and have extreme pride in their work and their reputation. Our project managers have extensive experience in facilitating clients' needs and vision, delivering asset management, capital improvement planning, and master space planning projects that surpass client expectations. The Project Manager will host a kick-off meeting to ensure all stakeholders and our project delivery team are on the same page, communicate expectations, and understand deliverables to facilitate and create a comprehensive condition assessment report and cost estimate for recommended repairs for the in-scope facilities as well as a space plan for workplace modernization. We will bring the best practices and lessons learned from past kick-off experiences to this project, ensuring effective and efficient engagement with the client. The Project Manager will work with the Client Project Manager to identify department and stakeholder points of contact, establish the working schedule, and conduct operational and space needs interviews with department leadership and staff as required. The Tetra Tech Project Manager will work with our local engineers to schedule interviews with facility maintenance staff, department staff, and others needed for the assessment effort. The Tetra Tech Project Manager will manage the project schedule and communicate any variations to the Client Project Manager as they arise.

Pre-site Coordination.

Assessment Preparation might be the most critical portion of work in an FCA project, but it often lacks support. The pre-site work task captures facility floorplans and supporting data, plans the field assessments, and determines the field team size, trip duration, and trip logistics. GFM is critical. Floorplans give our teams an understanding of the complexity of facilities, amount of equipment, location of mechanical rooms, roof access, etc. Work order history gives our teams insight into asset performance to provide an asset's condition rating accurately. Facility manager lists support building scheduling for the onsite walkdown, is someone to ask questions about the facility and its performance, and someone to report life, safety or health problems found during the assessment. Our project managers and field leads work together to plan the trips and select staff and time on site based on the complexity of scope and facilities, weather, and staff availability. The project manager will work with the client to coordinate the logistics for facility assessments.

Data Collection and Compilation.
The fieldwork is the easy part in hindsight. This is gametime and is the fun part of doing this work. Good pre-site coordination makes for a great trip. If information is lacking, facility access is an issue, escorts are unavailable, or site access is delayed, the stress level increases. Tetra Tech prepares our teams for field collection with FCA refresher training, SOW review, pre-site meetings, existing data review, safety briefings, and trip packets. The trip packets have reminders of the SOW building systems and inclusions, emergency contacts and procedures, assigned facilities and supporting documentation, hotel information, and other information about the trip, client, or project. Our assessors are multidisciplined and work in teams of two. The number of teams depends on the target square footage to be assessed, the complexity of SOW and facilities, time on site, availability of escorts (if a factor), and the availability of keys/facility access. Data compilation is also discussed, and assessors are provided their data turn-in dates, building check-in/out procedures, data areas of concern, information provided by the QC team, and reminders to follow the SOW and client guidelines. The project manager or designated field or site lead is responsible for ensuring all of the data is collected while onsite, resolving issues that come up with access or other findings, and supporting the client by answering questions about FCAs and taking them to the field to walkdown a facility with our teams.

Reports and Charrette:
The reports and charrette process is the bow on the present for the client. The condition assessment reports provide a detailed analysis of FCA findings, and the briefing charrette connects Tetra Tech subject matter experts directly to client staff. We adopted the charrette process from our Master Planners years ago as the best medium to present FCA data to clients and foster in-depth discussion of the data, our recommendations, and refine condition assessment reports. The program manager and project manager typically lead these events.

76	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Solutions and scope of services will be tailored to the client's needs individually. We are experts in real property asset management, planning, and operational technology, pioneering an integrated approach built on a foundation of collaboration and integration among our core areas of expertise. This approach ensures smart real property portfolios by optimizing assets, increasing efficiencies, assuring long-term sustainability and site resiliency, and ensuring safe and secure facilities and campuses throughout every stage of life cycle planning.</p> <p>We offer our clients access to expertise in data acquisition and analysis, GIS data visualization, stakeholder engagement, community and compatible use planning, programming, facility condition assessments (FCAs), space utilization studies, utility assessments, energy audits, facility-related control systems, cybersecurity, risk assessment and more. Since 2007, we have consistently guided each of our clients to develop smart real property management solutions that are resilient, realistic, and actionable.</p> <p>Potential solutions include:</p> <p>Facility Asset Management Enabling clients to make strategic portfolio investment decisions centered around holistic life cycle planning. Discover the total cost of ownership across your full facility inventory and allow you and your teams to make strategic portfolio investment decisions. Expertise in Real Property Inventory, Facility Condition Assessments, Capital Investment Planning, Space Optimization and Utilization, and Energy Audits</p> <p>Master Planning Empowering communities to achieve actionable outcomes through stakeholder engagement and community, resilience, compatible use, and requirements planning. Our collaborative and data-driven approach leads to plans that are creative, action-oriented, and realistic. Expertise in Facilitation; Stakeholder Engagement; Programming; Community, Compatible Use, Resiliency, and Requirements Planning.</p> <p>Utility Asset Management Ensuring a more resilient future with comprehensive utility inventory, condition assessments, and mapping services. Our utilities asset management experience allows clients to discover, track, organize, and make informed capital improvement decisions. Expertise in Utility Assessments, Capital Improvement Planning, and Infrastructure Capacity Analyses.</p> <p>Geospatial Services Providing accurate data foundations and enterprise solutions integral to all asset management and master planning portfolios. Our range of geospatial experience allows us to offer informative and decisional guidance and realistic, actionable solutions. Expertise in Data Acquisition & Analysis, GIS Data Visualization, GIS Licensing, 3D Modeling, LiDAR, and CADD.</p> <p>Facility-Related Control Systems Delivering innovative and secure solutions for next generation Operational Technology (OT) systems, assuring long-term resiliency and safety. Expertise in Cyber Security; Operational Technology Systems; Predictive Data Analytics; Resiliency, Threat, and Vulnerability Assessments; and Industrial Automation.</p>
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Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
77	Facility and building condition assessment and auditing	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Facility and building condition assessments (FCA) of structural, architectural, mechanical, fire protection, plumbing, and electrical components can be performed in conjunction with real property record reconciliation and auditing. Tetra Tech has performed FCAs on more than 440MSF of facility space.</p> <p>Tetra Tech's data collection methods are aligned to the scope of work (SOW), level of effort, security requirements, time on site, and time to upload data into the client's computerized maintenance management system (CMMS). We</p>

have an extensive record of performing inventory and condition assessments on all major building systems, including electrical, HVAC, life safety, and plumbing assets. Detailed information for critical assets will be recorded (Make, Manufacturer, Serial & Model numbers, etc.) and uploaded to the CMMS. This level of detail enables the FCA team to accurately identify equipment, potential performance issues, and estimated service life.

Our project management approach ensures that site visits and FCAs will be executed in alignment with the client's direction and goals. We have been conducting facility condition assessments since 2009. As part of our FCA work, Tetra Tech routinely identifies and informs clients of safety-related issues. During our assessments, the teams will record any potential safety issues related to building performance. Individual FCA reports will be developed for asset condition information, improvement costs, and 10-year capital expenditure schedules with a summary document for client stakeholders.

Asset condition and maintenance information collected during FCAs will be used to generate a 10-year capital improvement plan (CIP) to identify and plan required maintenance, rehabilitation, and replacement projects at optimal time periods to bring assets and associated components to their originally intended and designed capacity, efficiency, or capability. Tetra Tech's CIP includes system and component maintenance, rehabilitation, and replacement across a 10-year horizon, with each project ranked in order of urgency and asset criticality for any given year. This preventative maintenance schedule allows the client to plan and apply resources, budget, and work hours toward the greatest need and acceptable payback.

The Tetra Tech team will capture detailed assessment data on all systems and components outlined in the scope of work. During pre-site planning, Tetra Tech will coordinate with the client to ensure compliance with the scope of work. We will assess current operation and maintenance programs for all in-scope facilities. Utilizing the inventory and condition assessment data, we will generate a work plan recommending repair and replacement projects for client assets. Maintenance projects can be prioritized in accordance with client needs.

This work plan is a complete, well-developed, preventative maintenance schedule to optimize asset performance while reducing costs,

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unlike “unplanned” scenarios from asset or component failures. Our work plan includes system and component maintenance, rehabilitation, and replacement across short-, medium-, and long-term periods spanning a 10-year horizon. Each project is ranked in order of urgency and asset criticality for any given year. This preventative maintenance schedule allows the client to plan and apply resources, budget, and work hours toward the greatest need and acceptable payback. Work plan costs are based on RS Means cost tables and are adjusted for inflation throughout the work plan cycle. Deliverables will include condition assessment report PDFs and assessment data Excel spreadsheets. In conjunction with the condition assessment reports and data review process, Tetra Tech would also propose to use Microsoft Power BI to create easy-to-use dashboards for clear reporting of requested metrics. Utilizing business intelligence software for data analytics can provide insight into building performance, functionality, cost, and risk.

We are subject matter experts in the field of FCAs and capital improvement forecasting. Tetra Tech will perform a deep dive analysis of captured assessment data and will identify the remaining service life for all assessed components, equipment, and systems. As noted above, Tetra Tech’s CIP will recommend maintenance projects on a timeline intended to extend the lifecycle of client assets. By prioritizing repair and replacement projects, the client can better direct capital improvement funds and optimize equipment service life across the real property portfolio.

Tetra Tech can offer the support and training necessary to help maintain asset management programs efficiently and effectively. We can provide training to client staff on FCA and data collection methods and provide additional support for data analysis and business intelligence applications. This training and data analysis enhances the understanding of client built asset performance, integrates various data related to the built infrastructure, and supports the development of strategic client capital investment opportunities.

78	Energy, utility, and emissions assessment and planning	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Tetra Tech routinely and successfully combines infrastructure assessment and planning with FCA services. We have provided energy, utility, and emissions assessment reporting to multiple federal, state, and private clients.</p> <p>In the last year, Tetra Tech teams have surveyed and attributed over 58,000 individual assets and 6 million linear feet of utility systems. We provide ASHRAE Level 1, 2, and 3 energy audits. Our extensive utilities management experience in developing and refining our workflow means we can identify issues and remedy problems in the field as they happen. Identifying and classifying structural problems and maintenance issues allows us to focus resources more efficiently, reducing costs and maximizing value.</p> <p>We have developed specific GIS management solutions to maximize reliability and operational optimization, providing clients with clear accountability to the community. We have created our program for Inventory, Condition, Assessment and Mapping (ICAM) of utility assets, which has served as the basis for Utilities GIS solutions across the U.S., with Department of Defense (DoD) level security. With our expert teams, we can do field mapping and survey of underground and above-ground utilities' locations using Esri data collection tools, field assessments, aerial photography, and surveys. Our field crews can locate and assess utility systems with survey-grade accuracy and provide real-time inclusion into the GIS. Our survey teams open and investigate internally for structural deficiencies and maintenance concerns, ensuring system-wide quality assessment and infrastructure planning in support of optimal performance. We have developed analysis tools for mobile device integration to allow real-time response and quality assessment for each asset. Our team has extensive experience creating dashboards on multiple platforms to deliver better visualizations of utility system quality and performance metrics. Tetra Tech's business intelligence dashboards enable clients to view and assess the status of systems at a glance.</p> <p>We have experience with Utilities GIS over very large areas, such as the Navy and Coast Guard bases, and in small specialized local areas, such as the City of Grand Rapids, Michigan, and Virginia Port Authority terminals in Norfolk, Newport News, Richmond, and Portsmouth. We have also developed Utilities GIS solutions for several universities, including East Carolina University and the University of Michigan.</p>
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79	Site, safety, and code inspections	<div><div><input checked="" type="radio"/> Yes</div><div><input type="radio"/> No</div></div>	<div>Site, safety, and code inspections will be performed by credentialed and/or trained staff in applicable discipline. Safety-related improvement projects and recommendations will be prioritized at the client's discretion. The proposed project team has comprehensive experience analyzing assessment data and work plans to generate wide-ranging views of facilities, highlighting areas of concern and overall condition. We have performed specific code and safety inspections for multiple Clients. For the City of Los Angeles Recreation and Parks Department (LARP), architects assessed security measures and breeches at multiple parks and facilities. Architects also performed ADA assessments and life safety code inspections at LARP owned buildings and all surrounding site and park areas. Colorado Springs Utilities had Tetra Tech perform ADA assessments on approximately 1.5 million square feet of owned and leased property. Tetra Tech also performed fire protection inspections across 5 million square feet of buildings in which all aspects of fire protection systems were inspected and documented by certified fire protection specialists.</div> <div>*</div>
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80	Space utilization and planning	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Tetra Tech has robust space utilization and planning experience extending back to 2009 when we helped the US Air Force (USAF) launch and sustain its space utilization program.</p> <p>Tetra Tech's Asset Management team is regarded as a premier space evaluation contractor for the USAF and Air National Guard (ANG). We have more than twelve (12) years of proven experience collecting space occupancy data, populating the USAF GIS space management database (S-File), and facilitating installation-specific asset investment planning. Our experts developed the S-File tool for the USAF and ANG. S-File allows facility managers, asset managers, planners, and real estate professionals to efficiently manage space use in a facility – down to the room level. Additionally, Tetra Tech's field data collection efforts are grounded on industry standards and methodologies that capture exact data attributes needed to understand and manage how space is utilized. Our efforts started in late 2007, conducting facility utilization studies at Altus AFB, OK. The program grew in collaboration with various Major Commands and HQ AF and by 2010, MG Byers designated the S-File as the interim database for space and occupancy management data for the USAF. Through multiple task orders with multiple Air Force commands, including AF Headquarters, Tetra Tech conducted space utilization assessments and delivered updated S-File personal geodatabases and Installation Consolidation and Demolition Plans. In 2010, we worked with ANG's pilot Space and Occupancy management project for 10 installations that have since captured their entire square footage in an enterprise GIS database across all 50 states and 4 US territories.</p> <p>Tetra Tech has a clear understanding of the guidance within the Air Force Civil Engineer Center's, 2020 Facility Space Planning and Optimization Playbook. Our leading-edge methodology, along with in-depth conversations with the customers and a strong sense of understanding of the local mission and requirements for each facility, culminates in achieving a highly accurate Facility Space Plan (FSP) and improving building utilization. This collaborative and data-driven approach sparks creative, action-oriented, and realistic plans. Using our diverse team of planners, architects, engineers, and assessors, we can seamlessly integrate the base's mission, vision, and existing conditions with the known planning requirements to generate an FSP that is reliable and calibrated to policy.</p>
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81	Geographic information system (GIS) services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Tetra Tech can deliver premier GIS services to our clients. We work closely with our customers throughout the project to understand their unique requirements and to mitigate risks (schedule, cost, and regulatory) by employing the optimum personnel, technologies, and sensors suited to the given task. We are highly experienced in GIS and database automation, applications programming, spatial modeling, 3D modeling, advanced image analysis, and interactive web mapping.</p>	*
82	Feasibility, sustainability, and lifecycle assessment	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Tetra Tech's in-depth assessments provide multi-faceted solutions for facility management. Tetra Tech's long-range maintenance planning forecasts allow clients to identify and budget for maintenance needs in the near and long term. Assessment data can be leveraged to conduct feasibility studies and identify areas with sustainment opportunities. Tracking the life-cycle of assets enables smarter planning and budget practices.</p>	
83	Asset, capital, and deferred maintenance planning and asset classification	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Utilizing condition data captured during field assessments, Tetra Tech can develop a capital improvement plan detailing the projected maintenance needs over the next 10 years. Based on the client's needs and direction, Tetra Tech will provide recommendations for prioritizing maintenance. Additionally, Tetra Tech has experience developing classification systems, cost books, and service life estimates for atypical and/or historical assets.</p>	
84	Benchmarking services and quality assurance	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Tetra Tech provides clients with benchmarking tools such as Building Condition Index (BCI), Facility Condition Index (FCI), and Plant Replacement Value (PRV). BCI is a key asset management metric that measures a building's performance and condition based on standardized inspection observations of its systems and components while they are in use. PRV is the total cost of replacing a building and all its parts. FCI measures the urgency of those repairs. Tetra Tech's detailed condition assessment reports deliver analyses and visualizations of building health and accurate, real-world repair/replacement costs, which empower our clients to make informed, long-ranging investment decisions. We help our clients to make the right investment in the right asset at the right time, every time.</p> <p>Tetra Tech has a vigorous corporate QA/QC Program, which flows down to the project level. Our QA/QC process applies the fundamental principles of a 4-step Plan-Do-Check-Act Model of continuous improvement (summarized below). The process begins with the Plan step by developing an internal Project Management Plan based on the project SOW, which allows project managers to identify project objectives, vital stakeholders, and</p>	

		<p>potential risks before assessment teams are on the ground. Tetra Tech has developed a proprietary technology application for FCA-specific quality control that improves the accuracy and consistency of data collected in the field, as well as providing critical data validation checks and enhancing overall data quality. Our digital data collection tool streamlines data capture and entry procedures and is tailorable to ensure SOW and City guidance compliance.</p> <ul style="list-style-type: none"> • PLAN – Establish project objectives and processes, including client requirements, risks and mitigation; • DO – Execute objectives by communicating plan to the team, identifying actions required for project success, and monitoring actual progress versus plan intentions; • CHECK – Evaluate data and project against criteria established during planning phase, including document checks and project objective reviews by key project personnel; and • ACT – Identify any deviations and update the plan and/or the process; acting on any noted deviations will result in a corrective action plan that includes lessons learned, event reports, corrective actions, and continuous improvement. <p>We have project-specific QC processes and procedures tailored specifically to the SOW to ensure the work is performed in a consistent, measurable, and accurate manner. These processes are designed to ensure quality is a continuous element throughout the life of the project. The Project Manager will ensure that appropriate levels of review (and cooperativeness in the review process) have occurred for:</p> <ul style="list-style-type: none"> • Scope Compliance. • Project Documentation. • General review of personnel to ensure an acceptable level of experience is maintained for quality engineering products. • Level and quality of communications and documentation accomplished during the various processes. <p>Our goal and drive behind our FCA QC program is to instill confidence in the data. To that end, we have developed a robust QC program to help us ensure we are capturing the right information the right way at every step in our process. In alignment with our work breakdown structure, we have QC steps at the pre-site, onsite data collection, post-site, and the reports phase.</p> <p>The Pre-site QC process is primarily focused on ensuring that the proper government-furnished information (GFI) is received, reviewed, and implemented prior to the site visit.</p>
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		<p>The objective of the pre-survey QC process is to provide procedures and services in an efficient, coordinated manner to ensure an uninterrupted flow of data collection. Our pre-survey QC process consists of a series of trackers, checklists, and schedules as follows:</p> <ul style="list-style-type: none"> • Site Preparation Documentation Process – Guidance document for PMs and field leads. • Electronic Master Tracker and Facility List – Defines facility scope; only listed assets are assessed. • Facility Floorplans & Support Data – Good Facility background makes trips go smoothly. • Building Schedule – Keeps our teams on track and serves as a plan for the client. • Field Package Planning Checklist – Assessment tools necessary for success & efficiency onsite. <p>The Site Survey QC process is primarily focused on ensuring that the correct facilities are evaluated, the correct data is collected, and the data is accurate. The site survey QC processes consist of the following items:</p> <ul style="list-style-type: none"> • Field Trackers – Defines facility scope for assessment teams. • Inspection Supervisor Field Report – Record of what we accomplished in the field. • FAST Tool – Built-in QC for quick peer review before leaving a building. • Photo review – Photos are critical evidence for QC. • Onsite quality checks – Field data is reviewed by an Inspection Supervisor, responsible for onsite QC of all product lines. • Spot QC review – Conducted by senior assessors. <p>The FCA post-survey QC process is primarily focused on ensuring collected data is included in our analysis and meets project requirements. The following documents and database are used as reference material during the QC process:</p> <ul style="list-style-type: none"> • Electronic Master Tracker – Matches FCA data with pre-site and site survey trackers. • Peer Review Check – Data review; provides feedback, and continuous improvement. • Facility Interviews with facility managers and other facility POCs are used to check against the building and component data acquired by the field teams. • Equipment References – Manufacturer model catalogs, technical specification documents. • Photographs of components, deficiencies, and equipment nameplates taken by the field teams are compared to the tabular data to ensure correspondence, accuracy, and consistency.
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			<ul style="list-style-type: none"> • Final QC Check – Ensures formatting and all compilation rules and guidelines are met. Format Review – Ensures installation datasets are consistent with project guidelines.
85	Project management and coordination with facility owners	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Tetra Tech excels at stakeholder coordination and proactive communication. We recognize the need to execute assessment and capital planning projects with minimal impact on facility occupants. We will work closely with facility managers and key stakeholders to develop and refine the schedule, scope, and deliverables.</p> <p>With more than a decade's worth of experience executing FCAs, Tetra Tech understands that good communication is key to a successful project. Our Team's proactive and effective internal and external communication protocols are based on clearly defined lines of communication. Externally, the Project Manager will be the primary POC for the client, with the Program Manager's support. Project-specific communication protocols, such as who to copy on deliverables and how to handle routine communications, are defined during the kickoff meeting. Changes in POCs or communication protocols are documented in written monthly progress reports and shared with the project team by the Project Manager. Internally, the Program Manager, Project Manager and support staff use email, telephone, and Microsoft Teams application to store project documents, disseminate work, track work progress, collaborate, resolve issues, and encourage feedback from the project team. Tetra Tech's Project Manager will work with the client to develop an assessment schedule compatible with building occupants and project stakeholders. We will coordinate with facility managers and schedule dates and times for access. Our local presence throughout the United States and Canada also provides greater scheduling flexibility, and our versatile teams can pivot as needed.</p>
86	Contract management and financial monitoring	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A. Tetra Tech has internal contract management and financial monitoring procedures for our contracts, but we do not provide these as external services.
87	Budget development, and program management services	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A. Tetra Tech has internal budget development and program management procedures for our contracts, but we do not provide these as external services.
88	Assessment and planning services complementary to the offering of solutions described in lines 77 to 87 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tetra Tech is a leading provider of high-end solutions for water, energy, engineering, environment, and national and international development projects.

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 89. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

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](#) - MSA 102422 - Tetra Tech Billing Rates.pdf - Wednesday October 23, 2024 13:11:29
 - [Financial Strength and Stability](#) - tetra-tech_inc_2023-annual-report (1).pdf - Monday October 21, 2024 14:44:33
 - [Marketing Plan/Samples](#) - Tetra Tech Marketing Brochures.pdf - Monday October 21, 2024 14:46:35
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Current Tt Standard Professional Services Agreement (1).pdf - Monday October 21, 2024 14:44:59
 - Requested Exceptions (optional)
 - Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kathy Levis, Business Development & Marketing Manager, Tetra Tech, 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 obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

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

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

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



RFP #102424
REQUEST FOR PROPOSALS
for
Facility Assessment and Planning with Related Services

Proposal Due Date: October 24, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Facility Assessment and Planning with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 24, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	September 5, 2024
Pre-proposal Conference:	September 30, 2024, 11:00 a.m., Central Time
Question Submission Deadline:	October 16, 2024, 4:30 p.m., Central Time
Proposal Due Date:	October 24, 2024, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	October 24, 2024, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

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 facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by current and future members including:

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
 - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
 - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
 - Indigenous self-governing bodies;
 - Airport authorities;
 - Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
 - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, school district, or regional cooperative.

1. Sourcewell is seeking proposals for Facility Assessment and Planning with Related Services, including, but not to be limited to:

- a. Facility and building condition assessment and auditing;
- b. Energy, utility, and emissions assessment and planning;
- c. Site, safety, and code inspections;
- d. Space utilization and planning;
- e. Geographic information system (GIS) services;
- f. Feasibility, sustainability, and lifecycle assessment;
- g. Asset, capital, and deferred maintenance planning and asset classification;
- h. Benchmarking services and quality assurance;
- i. Project management and coordination with facility owners;
- j. Contract management and financial monitoring; and
- k. Budget development, and program management services.

Proposers may include related assessment and planning services to their offering under Section a.-k. above to the extent that these solutions are ancillary or complementary to the services being proposed.

2. The primary focus of this solicitation is on facility assessment and planning. This solicitation should NOT be construed to include:

- a. Construction contractors;
- b. Job-order or indefinite quantity construction contracting program management services;
- c. Facilities maintenance services;
- d. Facility security;
- e. Energy Savings Performance Contracting; or
- f. Staffing services.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcwell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcwell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcwell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcwell under this solicitation will be four years. Sourcwell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcwell and its Participating Entities. Sourcwell retains the right to

consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$20M; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or service. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcwell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcwell an administrative fee in exchange for Sourcwell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcwell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcewell's standard Contract terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

1. make any required adjustments to its proposal;
2. acknowledge the addenda; and
3. ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

1. In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
2. Complete. A proposal will be rejected if it is conditional or incomplete.
3. Submitted in English.
4. Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and

price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- 1. Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- 2. The number and geographic location of highest-scoring proposers that offer:
 - a. A comprehensive selection of the requested equipment, products, or services;
 - b. A sales and service network ensuring availability and coverage for Participating Entities’ use; and
 - c. Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	Pass/Fail
Financial Viability and Marketplace Success	50
Ability to Sell and Deliver Solutions	150
Marketing Plan	100
Value Added Attributes	100
Depth and Breadth of Offered Solutions	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell’s Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must

be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



09/11/2024

Addendum No. 1

Solicitation Number: RFP 102424

Solicitation Name: Facility Assessment and Planning

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there a scoring penalty, deduction or impact if a company does not offer services in Canada? Are companies solely operating in the United States penalized for not offering services in Canada?

Answer 1:

A proposer is not required to cover every geographic region to be considered for award. Each proposal is evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 102424 posted to the Sourcewell Procurement Portal on 09/11/2024, is required at the time of proposal submittal.



09/17/2024

Addendum No. 2

Solicitation Number: RFP 102424

Solicitation Name: Facility Assessment and Planning

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Table 6 and Table 7 have questions regarding pricing, and a document upload is required for "Pricing" in Step 2. Please clarify what is expected under the Pricing Upload in Step 2.

Answer 1:

Refer to RFP section III. Pricing. Each proposer, in its discretion, will determine and propose the pricing approach that aligns with its business methods and satisfies all the requirements of the RFP Article on Pricing.

Question 2:

Please confirm the character limit for each response field.

Answer 2:

There is sufficient space for the proposer to provide a brief but thorough response to each question. The platform designer indicates the character limit of a text field is 32,000.

End of Addendum

Acknowledgement of this Addendum to RFP 102424 posted to the Sourcewell Procurement Portal on 09/17/2024, is required at the time of proposal submittal.



09/27/2024

Addendum No. 3

Solicitation Number: RFP 102424

Solicitation Name: Facility Assessment and Planning

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Hi, we would like to attend the pre-proposal conference: September 30, 2024, at 11 a.m. CST, can you please provide the login details? [sic]

Answer 1:

Pre-proposal conference log-in information was posted to the Sourcewell Procurement Portal on September 26, 2024 and emailed to all registered plan takers for this RFP. The link and password to join are below:

Registration link: <https://vimeo.com/event/4519231>

Password: service

End of Addendum

Acknowledgement of this Addendum to RFP 102424 posted to the Sourcewell Procurement Portal on 09/27/2024, is required at the time of proposal submittal.



10/1/2024

Addendum No. 4

Solicitation Number: RFP 102424

Solicitation Name: Facility Assessment and Planning

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What was the dollar value of contracts issued under this contract in the previous term?

Answer 1:

Each RFP is an opportunity independent of any other prior, current, or future Sourcewell solicitation. Refer also to RFP Section II. E. Estimated Contract Value and Usage - "Sourcewell anticipates considerable activity under the contracts(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed." In addition, Sourcewell anticipates significant growth in this category. The number of sales through the 020421 Facility Assessment and Planning awarded contracts is \$21 Million.

End of Addendum

Acknowledgement of this Addendum to RFP 102424 posted to the Sourcewell Procurement Portal on 10/1/2024, is required at the time of proposal submittal.



10/02/2024

Addendum No. 5

Solicitation Number: RFP 102424

Solicitation Name: Facility Assessment and Planning

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Could we please request a 2-week extension to the closing date of October 24th? The pre-bid conference provided us with a significantly improved understanding of the opportunity, and our team would like time to prepare the best possible offering for Sourcewell.

Answer 1:

Sourcewell is not currently contemplating an extension of the due date.

End of Addendum

Acknowledgement of this Addendum to RFP 102424 posted to the Sourcewell Procurement Portal on 10/02/2024, is required at the time of proposal submittal.



10/04/2024

Addendum No. 6

Solicitation Number: RFP 102424

Solicitation Name: Facility Assessment and Planning

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We do not have a CAGE number for our canadian company. Is the CAGE code or Unique Entity Identifier a requirement or can we leave blank? [sic]

Answer 1:

A CAGE or Unique Entity Identifier (SAM) code is not required to be considered for or awarded a Sourcewell contract. Proposals are evaluated based on the criteria as stated in the RFP. Refer to the General Instructions above Questionnaire Table 1. Respond "N/A" if a question does not apply (preferably with an explanation).

Question 2:

Can you expand of the reference of payment through a P-Card system? Is this similar to Electronic Transfer of Funds (ETF)?

Answer 2:

Generally, the term "P-Card" is an abbreviation for purchasing card or procurement card. Additional background information can be found at the following site:

<https://www.napcp.org/page/WhatArePCards>

End of Addendum

Acknowledgement of this Addendum to RFP 102424 posted to the Sourcewell Procurement Portal on 10/04/2024, is required at the time of proposal submittal.



10/11/2024

Addendum No. 7

Solicitation Number: RFP 102424

Solicitation Name: Facility Assessment and Planning

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

To ensure we provide a comprehensive solution-based response, is Sourcewell able to provide additional details, or definitions, for the following facility assessment services anticipated under this RFP:

Space utilization and planning;

Feasibility, sustainability and lifecycle assessment;

Benchmarking services and quality assurance; and

Assessment and planning services complementary to the offering of solution

Answer 1:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services).

End of Addendum

Acknowledgement of this Addendum to RFP 102424 posted to the Sourcewell Procurement Portal on 10/11/2024, is required at the time of proposal submittal.



10/16/2024

Addendum No. 8

Solicitation Number: RFP 102424

Solicitation Name: Facility Assessment and Planning

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

For Table 3, Questions 6, 7 and 8, can you please confirm that you are looking for answers associated with how we deliver Facility Assessments and Planning Services, as opposed to how we sell those services.

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine and propose the approach that aligns with their business methods and satisfies all the requirements of the RFP.

Question 2:

We noted on the pre-bid that construction of ESPC is excluded under this contract, but can you please confirm that the Project Management as a 3rd party for an ESPC and any other construction contract is allowed. We believe this is included under item 1.i, on page 4 of 13 of the RFP. [sic]

Answer 2:

The Sourcewell RFP is an open and competitive solicitation process. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract

awarded by Sourcewell as a result of the solicitation and each proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 102424 posted to the Sourcewell Procurement Portal on 10/16/2024, is required at the time of proposal submittal.

Certificate Of Completion

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Elizabeth Jefferson

elizabeth.jefferson@nashville.gov

Security Level: Email, Account Authentication
(None)

Elizabeth Jefferson

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Dennis Rowland

dennis.rowland@nashville.gov

Purchasing Agent & Chief Procurement Officer

Security Level: Email, Account Authentication
(None)

Dennis Rowland

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Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication
(None)

Jenneen Reed/mjw

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Electronic Record and Signature Disclosure:

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Macy Amos

macy.amos@nashville.gov

Security Level: Email, Account Authentication
(None)

Macy Amos

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Viewed: 9/3/2025 1:38:37 PM

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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/3/2025 7:45:52 AM ID: 787c9d85-3f08-4022-b116-4823b0f4d468		
Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/3/2025 1:38:37 PM ID: a3d5c45d-73da-461c-a1c9-10e23ad9abd4		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/2/2025 12:46:21 PM ID: bb94f028-7b0b-4121-b97d-f9db61ce57f0		
Gary Clay gary.clay@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
John Stewart john.stewart@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Sent	Hashed/Encrypted	9/3/2025 8:27:30 AM

Payment Events	Status	Timestamps
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1. **ACCEPTANCE OF TERMS AND CONDITIONS** These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. **MODIFICATION OF TERMS AND CONDITIONS** We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. **DEFINITIONS** "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docuSign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE

During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11.

DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to E-SIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the E-SIGN Act to support the validity of such formation, to the extent provided in the E-SIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

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