



Solicitation Number: RFP #051123

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Guidehouse Inc., 150 N. Riverside Plaza, Suite 2200, Chicago, IL 60606 (Supplier).

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

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires July 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

B. **WARRANTY.** Supplier agrees that the Services provided for herein will be performed in a professional manner in accordance with recognized professional consulting standards for similar services and that qualified personnel will be assigned for that purpose. In providing the Services, Supplier and its personnel shall exercise reasonable care. Supplier cannot guarantee or assure the achievement of any particular performance objective, nor can Supplier guarantee or assure any particular outcome for a Participating Entity or any other person as a result of the Contract or the performance of the Services. If, during the performance of these Services or within one year following completion of the Agreement, such Services will prove to be faulty or defective by reason of a failure to meet such standards, Supplier agrees that upon prompt written notification from Client prior to the expiration of the one-year period following the completion of the Contract of any such fault or defect, such faulty portion of the Services will be redone at no cost to the Participating Entity up to a maximum amount equivalent to the cost of the Services rendered under this Contract. The foregoing will constitute Supplier's sole warranty with respect to the accuracy or completeness of the Services and the activities involved in its preparation, and is made in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability or fitness for a particular purpose.

3. PRICING

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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

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

11. INDEMNITY AND HOLD HARMLESS

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

Notwithstanding the foregoing, Supplier and its present and former partners, principals and employees shall not be liable for any special, consequential, incidental, exemplary damages or loss (or any lost profits, taxes, interest, tax penalties, savings or business opportunity) or any loss, damage, or liability arising from the negligence or willful misconduct of Sourcewell and its Participating Entities.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo

(excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

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

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

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

Minimum limits:

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

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

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

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors, excluding any claims arising as a result of any acts or omissions of Sourcewell and the other additional insureds. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

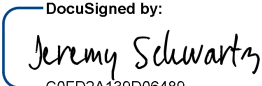
23. LIMITATION OF LIABILITY

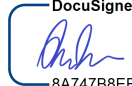
Notwithstanding the terms of any other provision, and excepting gross negligence or willful or criminal misconduct, the total liability of Supplier and its affiliates, directors, officers, employees, subcontractors, agents and representatives for all claims of any kind arising out of this Contract, whether in contract, tort or otherwise, shall be limited to ten times the total fees

paid to Supplier under the applicable SOW in the preceding 12 months; *provided* the total amount shall not exceed Three Million Dollars (\$3,000,000). Neither Supplier nor Sourcewell/Participating Entity shall in any event be liable for any indirect, consequential or punitive damages, even if Sourcewell/Participating Entity or Supplier have been advised of the possibility of such damages. Supplier shall not be liable for any loss or destruction of any valuable documents provided to Supplier. The Participating Entity issuing an order under this Contract shall be responsible for insuring such documents against loss and destruction.


Sourcewell

Guidehouse Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
8/1/2023 | 9:38 AM CDT
Date: _____

DocuSigned by:

By: 8A747B8EE1F64B3...
Raveen Rao
Title: Partner
8/8/2023 | 4:30 PM CDT
Date: _____

Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coquette
Title: Executive Director/CEO
8/8/2023 | 4:31 PM CDT
Date: _____

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

Vendor Details

Company Name: Guidehouse Inc.
Address: 1676 International Drive
Suite 800
McLean , Va 22102
Contact: SLG Contracts
Email: slgcontracts@guidehouse.com
Phone: 571-633-1711
Fax: 703-506-6740
HST#: 36-4094854

Submission Details

Created On: Tuesday March 28, 2023 16:02:27
Submitted On: Thursday May 11, 2023 10:47:01
Submitted By: SLG Contracts
Email: slgcontracts@guidehouse.com
Transaction #: 019f58c5-6bab-4245-b216-4924ad288cc4
Submitter's IP Address: 73.44.250.42

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

| Line Item | Question | Response * |
|-----------|--|---|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | Guidehouse Inc. |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | Not applicable. |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | Not applicable. |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | SAM Unique Entity ID: N9NJK877QJK9 Commercial and Government Entity (CAGE) Code: 1HLR9 |
| 5 | Proposer Physical Address: | Guidehouse Inc. 150 N Riverside Plaza Suite 2200 Chicago, IL 60606 |
| 6 | Proposer website address (or addresses): | Guidehouse.com |
| 7 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Raveen Rao Partner Email: rrao@guidehouse.com Phone: +1 312-212-6188 |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Joseph Quille Director Email: jquille@guidehouse.com Phone: +1 312-212-6168 |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Dave Tramonte Managing Consultant Email: dtramonte@guidehouse.com Phone: +1 781-367-2709 |

Table 2: Company Information and Financial Strength

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

| | | | |
|----|--|---|---|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>Guidehouse Inc. ("Guidehouse") was formed as a for-profit corporation from a carve-out of PricewaterhouseCoopers LLP Public Sector (PwC) to create a global consulting firm dedicated to serving public sector institutions including city, municipal, state/provincial, and national governments, multi-laterals, and other organizations dedicated to improving the world around them. Our mission at Guidehouse is to solve big problems, build trust in society and empower our clients to shape the future. Guidehouse has the skill and analytical expertise of strategy firms coupled with the State-specific knowledge and rate structure of a locally-based consulting firm. From creating politically viable strategies, to navigating internal buy-in, to executing major project management, we have deep state and local experience. Guidehouse also recently acquired Grant Thornton's Public Sector practice in October 2022.</p> <p>The history of our lineage and services dates to companies formed more than 100 years ago. Today, our more than 16,500 highly qualified professionals in over 50 global locations provide a diverse offering of strategy, management, human capital, technology, and risk consulting services to help our clients become more effective and deliver greater mission impact.</p> <p>As a company, we are committed to serving our clients with respect, integrity, innovation, and excellence, and we build these values into how our teams operate, our relationships with clients, and how we implement projects. We aim to co-create solutions with, and actively seek feedback from, our clients throughout our engagements to ensure that we are demonstrating our values and delivering high-quality work. We support a variety of stakeholder organizations, including transportation agencies, fleet-operating public and commercial sector entities, OEMs, utilities, and technology start-ups. As interest rises in electric vehicles (EVs), we help organizations understand, strategize, prioritize, finance, and implement their transition to zero-emission vehicles, charging infrastructure, energy sourcing, and facility management.</p> <p>Our Mobility Solutions team has global EV industry expertise, serving over 200 EV projects for over 60 energy providers and over 50 EV sector-specific clients. We have completed five national EV charging network plans and 10 plans at the state, county, or city-level, and have a nationally and globally distributed team able to leverage diverse onshore and offshore resources for cost reduction and efficiency maximization. Advisory services in this highly regulated sector require technical competence, neutrality, and integrity. We come well-prepared, as our suite of technology and compliance experts have provided industry-leading consulting services to over 100 brands on their sustainability journeys, including members of the Fortune 500.</p> | * |
| 11 | What are your company's expectations in the event of an award? | This proposal does not constitute a contract to perform services and cannot be used to award a unilateral agreement. Final acceptance of this engagement by Guidehouse is contingent upon successful completion of Guidehouse's acceptance procedures. Any engagement arising out of this proposal will be subject to negotiation of a mutually satisfactory engagement contract, including modifications to certain RFP terms and conditions, as well as our standard terms and conditions, fees, and billing rates established therein. | * |
| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | Guidehouse revenues are more than \$3 billion annually (2022). Please see further details in the Financial Strength and Stability attachment. | * |
| 13 | What is your US market share for the solutions that you are proposing? | 1% | * |
| 14 | What is your Canadian market share for the solutions that you are proposing? | <1% | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No. | * |

| | | | |
|----|---|---|---|
| 16 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>From these options, Guidehouse is best described as a service provider. Guidehouse is a consultancy combining commercial and public sector expertise and is classified as a "C" Corporation. Guidehouse is a portfolio company of Veritas Capital.</p> <p>Guidehouse's clients benefit from access to a diverse array of experts and subject matter specialists from around the U.S. and Canada. Our firm has over 8,500 employees in the U.S. and over 16,500 employees with over 50 locations globally. All individuals included in this proposal, including sample resumes in the additional attachment, are Guidehouse employees. We help our clients improve efficiency and deliver greater mission impact. All projects have dedicated leadership and team members who provide a diverse offering of strategy, management, human capital, technology, and risk consulting services, including but not limited to those described in this response. Since Guidehouse is a professional services firm, the process for entering into an agreement with our company is typically handled by a combination of the market partner in conjunction with the firm or practice level contracts management team.</p> | * |
| 17 | <p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p> | <p>MN Business Li # 794348-2</p> <p>Guidehouse is licensed to do business in all 50 states and is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs. Guidehouse is registered with the Secretary of State (or equivalent) to conduct business in all 50 states, the District of Columbia, and the U.S. possession of Guam.</p> | * |
| 18 | <p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p> | <p>Guidehouse is licensed to do business in all 50 states and is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs. Guidehouse is registered with the Secretary of State (or equivalent) to conduct business in all 50 states, the District of Columbia, and the U.S. possession of Guam.</p> | * |

Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * | |
|-----------|---|--|---|
| 19 | <p>Describe any relevant industry awards or recognition that your company has received in the past five years</p> | <p>Guidehouse has obtained the ISO 9001:2015 certification of its Quality Management System for the design and delivery of advisory services to Public Sector clients from 2021-2024. The ISO 9001:2015 certification demonstrates and acknowledges Guidehouse's highest standards for quality with a focus on performance excellence and innovation.</p> <p>In the past five years, Guidehouse has been named on DiversityInc's Top 50 list of Noteworthy Companies from 2020-2022 and ranked 64th on Bloomberg Government's BGOV200 List of Top Federal Contractors. Guidehouse has also been named in Forbes' America's Best Management Consulting Firms and America's Best Mid-Size Employers lists, received Great Place to Work certification from 2020 onward, and received a perfect 100 on the Human Rights Campaign Corporate Equality Index and named one of the Best Places to Work for LGBT Equality from 2020 onwards.</p> | * |
| 20 | <p>What percentage of your sales are to the governmental sector in the past three years</p> | <p>Around 60% of Guidehouse's sales in the past three years are to the governmental sector.</p> | * |
| 21 | <p>What percentage of your sales are to the education sector in the past three years</p> | <p>Guidehouse's sales to the education sector are not tracked to this level of detail.</p> | * |
| 22 | <p>List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?</p> | <p>Each business day, Guidehouse enters hundreds of contracts in a wide variety of matters and for a wide range of clients, both governmental and commercial. Guidehouse revenues are more than \$3 billion annually (2022). Guidehouse does not have a central database containing information about these contracts. Furthermore, Guidehouse is subject to the confidentiality and non-disclosure terms in all its client contracts and therefore cannot disclose any information identifying the client or the service performed under the contract to third parties.</p> | * |
| 23 | <p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</p> | <p>Each business day, Guidehouse enters hundreds of contracts in a wide variety of matters and for a wide range of clients, both governmental and commercial. Guidehouse revenues are more than \$3 billion annually (2022). Guidehouse does not have a central database containing information about these contracts. Furthermore, Guidehouse is subject to the confidentiality and non-disclosure terms in all its client contracts and therefore cannot disclose any information identifying the client or the service performed under the contract to third parties.</p> | * |

Table 4: References/Testimonials

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

| Entity Name * | Contact Name * | Phone Number * | |
|--|--|-------------------|---|
| Baltimore Department of Public Works (DPW) Office of Fiscal Management (OFM) | Sandy Calligan, Fleet Manager, Fleet and Facilities Division | +1 (443) 984-8987 | * |
| Los Angeles Cleantech Incubator (LACI) | Michelle Kinman, Senior Vice President, Market Transformation | +1 (310) 621-8935 | * |
| Federal Aviation Administration (FAA) | Tim Morris, Division Manager, Property Operations Division (APM-400) | +1 (202) 697-2781 | * |

Table 5: Top Five Government or Education Customers

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

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * | |
|----------------------------------|---------------|--------------------|--|------------------------|----------------------------------|---|
| Tennessee Valley Authority (TVA) | Government | Tennessee - TN | The Tennessee Valley Authority (TVA) engaged Guidehouse to form the Tennessee Electric Vehicle Consortium. The Consortium's initial objective was to develop a shared vision and roadmap for EVs in Tennessee through significant stakeholder interaction. In the first phase of the project, Guidehouse led various stakeholder subgroups in facilitated workshops to develop a Shared Vision reflecting prioritized Tennessee EV market opportunities, drivers, barriers, and solutions that align with stakeholders shared interests. In the second phase of the project, the Guidehouse team led broader stakeholder workshops to operationalize the Shared Vision into an EV Roadmap for Tennessee, including key action-oriented commitments from Consortium stakeholders. Following Guidehouse's efforts, key stakeholders adopted a new state-wide Drive Electric Tennessee brand. The final Roadmap for Electric Vehicles in Tennessee was launched in January 2018 with actionable initiatives and projects for stakeholders to pursue and track over the next decade. | Not applicable. | <\$500,000 USD | * |

| | | | | | | |
|---|-------------------|------------------------|--|------------------------|------------------------------------|----------|
| <p>City of Baltimore Department of Public Works (DPW)</p> | <p>Government</p> | <p>Maryland - MD</p> | <p>The Baltimore Department of Public Works (DPW) Office of Fiscal Management (OFM) engaged Guidehouse to help review, optimize, and codify OFM's processes in relation to fleet management. Guidehouse was tasked with assessing and providing recommendations on improving the DPW's fleet through enhanced management practices. The team completed the assessment through the lenses of five functional areas of fleet: administration, procurement, maintenance, budgeting, and staffing. Guidehouse provided DPW with a Fleet Management Plan to guide in both long- and short-term fleet management and created the makeup of the DPW's Fleet Management Unit to carry out the recommendations provided.</p> | <p>Not applicable.</p> | <p><\$500,000 USD</p> | <p>*</p> |
| <p>New Jersey Economic Development Authority</p> | <p>Government</p> | <p>New Jersey - NJ</p> | <p>The New Jersey Economic Development Authority (NJEDA) engaged Guidehouse to forecast zero-emission vehicle adoption, develop an economic strategy, and propose supporting programs for New Jersey to ensure environmental justice and equity. Guidehouse integrated EV adoption models to analyze the growth in EVs between 2020 and 2050 with near-term economic impacts using IMPLAN, an economic impact assessment software. The team developed many program opportunities of varying timescales to promote EV adoption, workforce development support, and supply chain development. Working closely with NJEDA staff, Guidehouse collaborated with other state agencies and stakeholders, including the Governor's Office, the New Jersey Board of Public Utilities, and the New Jersey Department of Environmental Protection, to identify ongoing electrification efforts, understand nuanced interdependencies or barriers to adoption, and craft a cohesive, statewide plan.</p> | <p>Not applicable.</p> | <p>\$500,000 - \$1,000,000 USD</p> | <p>*</p> |

| | | | | | |
|---|-------------------|------------------------|--|------------------------|--------------------------|
| <p>California Electric Transportation Coalition</p> | <p>Non-Profit</p> | <p>California - CA</p> | <p>California Electric Transportation Coalition (CalETC) engaged Guidehouse to support its adoption of non-light-duty EVs and understanding of charging infrastructure needs. Guidehouse began the engagement by segmenting the market into 13 vehicle segments ranging from trucks and transit buses to transport refrigeration units and forklifts. Guidehouse developed a 2020-2050 EV adoption forecast in California, at the census tract level, leveraging Guidehouse's Vehicle Analytics & Simulation Tool (VAST) solution. The team assessed associated EV charging needs along with typical site configurations, forecasting port count and rates kW for each vehicle segment, charging level (L2, DCFC), and site size (small, medium, large). CalETC used Guidehouse's estimated costs and forecasting output for regulatory discussions with California Air Resources Board and other public agencies.</p> | <p>Not applicable.</p> | <p>Not applicable.</p> |
| <p>City and County of Denver</p> | <p>Government</p> | <p>Colorado - CO</p> | <p>The City and County of Denver (CCD) engaged Guidehouse to develop an Electric Vehicle Action Plan to increase EV adoption and allow the City to achieve its climate goals. Key elements of the Guidehouse team's approach included developing a city-wide strategic electric vehicle plan, creating a marketing and outreach campaign, and embedding equity considerations into each aspect of the City's plans. Guidehouse facilitated a robust public stakeholder engagement process to identify new strategies to reach the City's aggressive goals. The team engaged more than 25 CCD and community stakeholder organizations to develop the plan, providing wide involvement and buy-in. Guidehouse developed a meaningful communications and outreach program targeting the city at-large in addition to specific groups, including businesses, fleet owners, and underserved communities. As part of this effort, Guidehouse also helped the City develop an equity-focused EV framework to work with underserved communities.</p> | <p>Not applicable.</p> | <p><\$500,000 USD</p> |

Table 6: Ability to Sell and Deliver Service

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

| Line Item | Question | Response * |
|-----------|--|--|
| 26 | Sales force. | Guidehouse employs 16,500 highly qualified full-time professionals in over 50 global locations, including 34 offices in the U.S. and an office in Toronto. A full list of Guidehouse offices can be found on our website at www.guidehouse.com/locations . Our standard hours of operation in all time zones are 8 am to 5 pm, including-Hawaii-Aleutian time, Alaska Time, Pacific Time, Mountain Time, Central Time, and Eastern Time. Guidehouse is a leader in helping cities and states execute change. Our State and Local Government practice focuses on bringing top-tier talent and the integrity of our brand to state and local governments to solve their most pressing problems. Our client relationship executives, senior leaders and consultants work to support the sales strategy set in each regional market across the United States by our partners. Our State and Local Government contracts lead is Virginia Boyd, who can be reached at (512) 402-3954 or slgcontracts@guidehouse.com . |
| 27 | Dealer network or other distribution methods. | Guidehouse has a robust electrification practice, and a strong network of hundreds of state and local government clients. |
| 28 | Service force. | Guidehouse employs 16,500 highly qualified full-time professionals in over 50 global locations who provide a diverse offering of strategy, management, human capital, technology, and risk consulting services. We help our clients improve efficiency and deliver greater mission impact. Guidehouse's clients benefit from access to a diverse array of experts and subject matter specialists from around the U.S. and Canada. |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | Since Guidehouse is a professional services firm, the process for entering into an agreement with our company is typically handled by a combination of the market partner in conjunction with the firm or practice level contracts management team. |
| 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. | Guidehouse has implemented a rigorous firm-wide Client Satisfaction Program to conduct in-person interviews with our most valued clients. Client Satisfaction Survey teams, comprised of senior members of our firm, meet with our clients and solicit candid feedback and quantitative ratings on their satisfaction with our teams, communication, management of the engagement and overall performance of our expertise, services and deliverables. From this feedback, we gain valuable insights on how to improve our performance after assessing the results of these external quality control reviews. |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | Guidehouse is licensed to do business in all 50 states and is not currently suspended, debarred, or otherwise excluded from federal or state procurement and non-procurement programs. Guidehouse is registered with the Secretary of State (or equivalent) to conduct business in all 50 states, the District of Columbia, and the U.S. possession of Guam. |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | Guidehouse operates in multiple countries including Canada. Subject to leadership approvals, our team is willing and able to provide our services to participating entities in Canada. |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | Not applicable. |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Not applicable. |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | Not applicable. |

Table 7: Marketing Plan

| Line Item | Question | Response * |
|-----------|--|---|
| 36 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>In the event of an award, Guidehouse will market the award in three different ways. First, we will market it internally to all Guidehouse Account Executives and Senior Staff nationally by mentioning it at all-hands meetings and explaining the potential impact on their segments. The Guidehouse Customer Relationship team will craft messaging to introduce Sourcewell's scope and this contract vehicle's value to Guidehouse, as well as the value to our customer/prospect base. Similarly, we will also send out email blasts explaining the impact this contract vehicle will have to their areas of business.</p> <p>Second, we will promote this contract vehicle in our ongoing discussions with current and potential government clients. Given Guidehouse's client base has potential for overlap with Sourcewell's Participating Entities, it is critical that we make them aware (should Guidehouse be awarded) that they can partner with us when pursuing services in the fleet electrification space. Additionally, we would roll out the same messaging to all our contract and proposal managers to provide consistent messaging regarding the use and value of Sourcewell.</p> <p>Third, we will add this information to our general marketing material, such as our website, marketing whitepapers, and marketing collateral, as well as our materials at conferences and events. Guidehouse would also like to work collaboratively with the Sourcewell team to further discuss best practices to market this vehicle to state and local government clients.</p> |
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | Not applicable beyond the details provided above in question 36. |
| 38 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | <p>We see Sourcewell's role as a hub of information for the contract, and upon award, we are open to other joint promotional discussions that would benefit state and local governments. For example, if a client approaches Sourcewell with a contracting need, we would like for Sourcewell to help introduce us as a qualified vendor. Additionally, we would appreciate support from Sourcewell in understanding best practices for providing the most helpful information on your website and other joint marketing opportunities.</p> <p>To integrate a Sourcewell-awarded contract into our sales process, we will first educate our Guidehouse team that this vehicle is available and provide details around its mechanics. We will ask Sourcewell to assist us in creating a standardized packet of information detailing how the contract vehicle works and share sample contracting documentation for clients that are interested in engaging with this vehicle. Guidehouse will promote this contract vehicle in our ongoing discussions with current and potential government clients, both directly in one-on-one discussions, and in broader market approaches (e.g., at conferences, at events, via our website, etc.). Given Guidehouse's client base has potential for overlap with Sourcewell's Participating Entities, it is critical that we make clients aware (should Guidehouse be awarded) that they can utilize us when pursuing services in the fleet electrification space. Consistency in messaging is an important consideration, and we will also add this information to our general marketing material, such as our website, marketing whitepapers, and marketing collateral.</p> |
| 39 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | Not applicable. |

Table 8: Value-Added Attributes

| Line Item | Question | Response * |
|-----------|--|---|
| 40 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | Guidehouse can create custom training programs based on the needs of specific clients. Our team will leverage its deep fleet electrification and transit knowledge base to build a comprehensive view of the Participating Entity's EV training and education curriculum. The Training and Education Plan will utilize findings from opinion research and integrate our experience with large-scale change management to equip individuals to change their behaviors and encourage smooth EV adoption. The plan will include identification of different groups to whom education should be provided with recommendations for tailored messaging (as needed). |

| | | |
|----|---|--|
| 41 | Describe any technological advances that your proposed products or services offer. | <p>Our fleet electrification methodology is grounded in a proprietary and comprehensive data analytics platform that creates an actionable, scenario-based plan of the Participating Entity's fleet over a ten-year time horizon. Guidehouse has developed and will deploy this platform, the Fleet Analytics Simulation Tool (FAST), to create a clear and data-driven roadmap of the Participating Entity's electrification journey. Guidehouse team members are the only individuals who directly interact with FAST at this time.</p> <p>The FAST platform enables Guidehouse to quickly collect fleet information and estimate electrification potential and emissions offset with an exceptional amount of rigor. The cloud-hosted online interface offers multiple fleet electrification transition pathways, allowing potential electrification options to be visualized and screened for multiple criteria.</p> <p>Our team anticipates leveraging the following FAST features for projects with Sourcewell Participating Entities:</p> <ol style="list-style-type: none"> 1) A secure, scalable database using the R language and environment that reliably handles large (100,000+ VINs), complex data sets, and calculations; 2) Programmed logic that ensures that results repeat over multiple scenarios and iterations (avoiding the fragile, tough to maintain results often provided from Excel-based models); 3) Proven, fleet-specific modules for VIN-level maintenance costs, fuel costs, green-house gas (GHG) emissions, and total cost of ownership (TCO); 4) Integrated electrical load calculations at the VIN level such that load moves as vehicle locations, departments or sub-departments are updated; 5) Integrated, automated, logic based Electric Vehicle Support Equipment (EVSE) selector that recommends appropriate charger per VIN using daily miles driven and time available to charge; 6) Customizable EVSE make-ready cost calculations that combine in-field observations with credible customer defined assumptions when necessary; 7) Simple, drillable Excel-based output for client use to support transparency and ad hoc analysis. <p>There are incremental fees for use of Guidehouse platforms where relevant to the Participating Entity's scope of work. Please refer to the uploaded Additional Document for more information on FAST features, capabilities, and visualizations.</p> |
| 42 | Describe any "green" initiatives or Environmental, Social, and Governance (ESG) values that relate to your company or to your products or services, and include a list of the certifying agency for each. | <p>As Guidehouse helps its clients address their most complex challenges and navigate significant regulatory pressures — focusing on transformational change, business resiliency, and technology-driven innovation — environmental, social, and corporate governance (ESG) has rapidly become a driving force in our responsible corporate decision-making. Our Energy, Sustainability, and Infrastructure team partners with global organizations across various industries to confront the realities of climate change by creating holistic approaches. With deep expertise across a broad range of sectors and knowledge of industry, geography, and specific client needs, we have gained a reputation as a leader in sustainability, decarbonization, and ESG, and have developed methodologies for leading sustainability protocols and standards for organizations such as the Science Based Targets initiative (SBTi), the Partnership for Carbon Accounting Financials (PCAF), and the World Business Council for Sustainable Development (WBCSD).</p> <p>In addition to our formal sustainability engagements and other efforts across the firm to drive further impact, we have a dedicated, internal-facing sustainability pillar within our Corporate Social Responsibility (CSR) Council. This pillar is intended to better position Guidehouse to align on and achieve science-based targets, as well as engage our colleagues to identify, promote, and facilitate sustainable business activities to improve the environmental impact of our firm and communities. Globally, we remain committed to community volunteerism and strategic partnerships. Through volunteerism, our people are supported in leveraging their passion and commitment to drive meaningful sustainability outcomes across local communities.</p> <p>Guidehouse also has an Environmental Stewardship Corporate Program. Guidehouse aims to efficiently leverage our shared resources, raise awareness of environmentally responsible practices, reduce our carbon footprint, and promote a culture of environmental stewardship. Full information can be found on Guidehouse's website: https://guidehouse.com/about/environmental-sustainability.</p> |

| | | | |
|----|--|--|---|
| 43 | Identify any third-party issued eco-labels, ratings, ESG scores, or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Guidehouse is committed to a 100% renewable energy goal and to that end, we purchase renewable energy (RECs, GoOs, i-RECs) to offset 100% of the impact of our global electricity use. While Guidehouse does not use any Ecolabels, we proactively seek to partner with organizations who are certified to provide carbon- and cost-saving Green building services for projects involving construction and engage a full suite of other partners who provide robust sustainability services. | * |
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | <p>Guidehouse is not a certified disadvantaged business enterprise (DBE). However, Guidehouse is committed to conducting business with, as well as promoting the inclusion of, diverse suppliers in all Guidehouse bidding practices with minority, women, disadvantaged, and veterans-owned businesses wherever feasible. Building upon the supplier diversity process initiative launched in 2011, Guidehouse created a Supplier Diversity Program in 2018. Key components and goals of our program include development and maintenance of a curated list of diverse suppliers, creating a greater awareness of the program with targeted suppliers, and increasing the number of accredited diverse suppliers utilized by Guidehouse.</p> <p>The benefits of partnering include: preferred selection as a diverse subcontractor/partner in client engagements; preferred consideration in Guidehouse's internal procurement program; increased visibility among decision-makers within Guidehouse for supplier diversity needs.</p> <p>Although specific requirements for supplier diversity vary by client, the firm recognizes certifications from a number of organizations, including the following: Association for Service Disabled Veterans, Department of Commerce Department of Economic Development, National Gay and Lesbian Chamber of Commerce, National Minority Supplier Development Council, National Women Business Owners Corporation, Small Business Administration, United States Department of Veteran Affairs, and Women's Business Enterprise National Council.</p> | * |
| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | <p>Guidehouse combines two of its strongest and market leading capabilities to deliver the services detailed in this RFP: state and local government consulting, with a deep focus on addressing the operational related needs of mission-driven organizations, and energy and sustainability consulting, with a uniquely deep capability in zero-emissions transportation planning and implementation. We also maintain an exceptional track record working with a variety of community stakeholders and engaging local economic development organizations in the programs we run for our clients. Regardless of where a Participating Entity may be in its fleet electrification journey, it can be confident that the Guidehouse team offers a team of experts who will provide a tailored, comprehensive path forward.</p> <p>Our team deeply understands the electric vehicle (EV) domain. Our team brings decades of collective experience in advising organizations on sustainability and climate-related initiatives, including zero-emission vehicles. Guidehouse's mobility experts have extensive global EV industry expertise and have completed over 200 EV projects, including five national plans and ten subnational plans for states, counties, and cities. Recently, we have increasingly worked with clients to understand and adapt to changes within the EV arena prompted by federal legislation, such as the Clean Vehicle Tax Credit, Alternative Fuel Refueling Property Credit, and other incentives. We recognize how these credits can influence the feasibility and implementation of fleet electrification activities. Additionally, Guidehouse is active in producing original research on recent technological and policy developments, which we will leverage for the benefit of Sourcewell Participating Entities, if selected.</p> <p>For more information about our approach and proposed solutions, please refer to the uploaded Additional Document.</p> | * |

Table 9A: Warranty

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

| Line Item | Question | Response * |
|-----------|---|---|
| 46 | Do your warranties cover all products, parts, and labor? | <p>Guidehouse will provide only services, not products or parts. Guidehouse agrees that the Services provided for herein will be performed in a professional manner in accordance with recognized professional consulting standards for similar services and that qualified personnel will be assigned for that purpose. In providing the Services, Guidehouse and its personnel shall exercise reasonable care. Guidehouse cannot guarantee or assure the achievement of any particular performance objective, nor can Guidehouse guarantee or assure any particular outcome for Client or any other person as a result of this Agreement or the performance of the Services.</p> <p>If, during the performance of these Services or within one year following completion of the Agreement, such Services will prove to be faulty or defective by reason of a failure to meet such standards, Guidehouse agrees that upon prompt written notification from Client prior to the expiration of the one-year period following the completion of the Agreement of any such fault or defect, such faulty portion of the Services will be redone at no cost to Client up to a maximum amount equivalent to the cost of the Services rendered under this Agreement. The foregoing will constitute Guidehouse's sole warranty with respect to the accuracy or completeness of the Services and the activities involved in its preparation, and is made in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability or fitness for a particular purpose.</p> |
| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | No. |
| 48 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Depending on the nature of the project, a client may require on-site visits. Guidehouse may negotiate for the associated costs of travel depending on the needs of the project. |
| 49 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Not applicable. |
| 50 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | Not applicable. |
| 51 | What are your proposed exchange and return programs and policies? | Not applicable. |
| 52 | Describe any service contract options for the items included in your proposal. | <p>Guidehouse agrees that the Services provided for herein will be performed in a professional manner in accordance with recognized professional consulting standards for similar services and that qualified personnel will be assigned for that purpose. In providing the Services, Guidehouse and its personnel shall exercise reasonable care. Guidehouse cannot guarantee or assure the achievement of any particular performance objective, nor can Guidehouse guarantee or assure any particular outcome for Client or any other person as a result of this Agreement or the performance of the Services.</p> <p>If, during the performance of these Services or within one year following completion of the Agreement, such Services will prove to be faulty or defective by reason of a failure to meet such standards, Guidehouse agrees that upon prompt written notification from Client prior to the expiration of the one-year period following the completion of the Agreement of any such fault or defect, such faulty portion of the Services will be redone at no cost to Client up to a maximum amount equivalent to the cost of the Services rendered under this Agreement. The foregoing will constitute Guidehouse's sole warranty with respect to the accuracy or completeness of the Services and the activities involved in its preparation, and is made in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability or fitness for a particular purpose.</p> |

Table 9B: Performance Standards or Guarantees

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

| Line Item | Question | Response * |
|-----------|--|--|
| 53 | Describe any performance standards or guarantees that apply to your services | <p>Like most responsible companies, Guidehouse strives to be the highest provider of quality services in the industries and communities we serve, and to achieving 100% client satisfaction. But unlike many companies, we continue to make significant investments in incremental quality improvement, using data to guide our decisions around improvement opportunities, and holding leaders accountable with metrics that align to the quality operations and culture to which we are committed.</p> <p>This involves a commitment to meet and exceed the requirements of our clients, to learn from their feedback, to train and employ competent professional colleagues, and to always comply with legal and regulatory requirements. If quality standards are not achieved in an individual situation, we are committed to understanding the client's concern and to reconcile the issues to both make right all justified complaints to the best of our ability and learn from that experience. This information is detailed as part of our Quality Policy, included in our Warranty Information upload.</p> |
| 54 | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | <p>Guidehouse's dedication to quality is grounded in the rigorous incorporation of the Baldrige™ framework for more than ten years upon which we built our systems, policy and process environment in an interconnected design linked to our strategy. The proof of our commitment to this framework is evident in our resilience during crises, our ability to sustain commitment to our mission and culture, our consistent growth, and the relative ease with which we accomplish new business launches and large-scale mergers.</p> <p>In 2014 Guidehouse became the first major professional services firm to receive Malcolm Baldrige National Quality Award and continually serves as a benchmark organization for companies across industries who seek to model our quality initiatives and benchmark our processes. This has helped to reinforce quality as an important and durable part of our culture.</p> <p>Guidehouse will continue to provide services that enable the delivery of Advisory and Managed Services offerings to meet or exceed the requirements of our customers. We continue to survey and monitor the accomplishment of the subjective. We will also actively pursue opportunities for improvement (OFIs) that advance quality through programs enabling each employee to do their job right the first time and every time. We sustain a high standard of quality and service to all our clients and have defined our Quality Policy to be driven by our management principles and behaviors defined in our strategic direction.</p> <p>Like most responsible companies, Guidehouse strives to be the highest provider of quality services in the industries and communities we serve, and to achieving 100% client satisfaction. But unlike many companies, we continue to make significant investments in incremental quality improvement, using data to guide our decisions around improvement opportunities, and holding leaders accountable with metrics that align to the quality operations and culture to which we are committed. This involves a commitment to meet and exceed the requirements of our clients, to learn from their feedback, to train and employ competent professional colleagues, and to always comply with legal and regulatory requirements. If quality standards are not achieved in an individual situation, we are committed to understanding the client's concern and to reconcile the issues to both make right all justified complaints to the best of our ability and learn from that experience.</p> <p>At Guidehouse we pride ourselves in our efforts to constantly seeking to deliver the highest levels of service to all our Customers and recognize the importance of maintaining clear quality management system standards. Our focus on delivering the highest levels of service is the key reason Guidehouse uses ISO 9001 as the standard for measuring, and maintaining, the Guidehouse Management System. This information is detailed as part of our Quality Policy, included in our Warranty Information upload.</p> |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * |
|-----------|--|--|
| 55 | Describe your payment terms and accepted payment methods. | Net 30. We accept ACH or check. |
| 56 | Describe any leasing or financing options available for use by educational or governmental entities. | Not applicable. |
| 57 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Guidehouse maintains a standard set of terms and conditions that can be modified on a project-by-project basis. A sample set of Terms and Conditions is uploaded as part of the Additional Document. |
| 58 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process? | Guidehouse does accept P-Card payments as needed. Payment terms and processes will be dictated on a project-by-project basis. |

Table 11: Pricing and Delivery

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

| Line Item | Question | Response * |
|-----------|---|---|
| 59 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | Guidehouse's pricing model is determined on a project-by-project basis. Our firm utilizes a variety of models including Firm Fixed Price and Time and Materials type contracts. Projects with Sourcwell Participating Entities would be structured as Time and Materials based on hourly rate. Hourly rates by level for our consulting services is attached. |
| 60 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | Guidehouse recognizes a 10% hourly rate discount to all Sourcwell Participating Entities. Further information around our hourly rates by level are included in the Pricing attachment. |
| 61 | Describe any quantity or volume discounts or rebate programs that you offer. | Not applicable. |
| 62 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | Not applicable. |
| 63 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Depending on the nature of the project, a client may require on-site visits. Guidehouse may negotiate for the associated costs of travel depending on the needs of the project. Guidehouse does not provide Equipment or Products, therefore does not have freight or shipping costs. |
| 64 | If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program. | Not applicable. |
| 65 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Not applicable. |
| 66 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Not applicable. |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|--|
| 67 | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Guidehouse's pricing model is determined on a project-by-project basis. Our firm utilizes a variety of models including Firm Fixed Price and Time and Materials type contracts. A list of hourly rates by level for our consulting services is included in the Pricing attachment. |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|--|--|
| 68 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | <p>Guidehouse's standard hourly billing rates are established and updated regularly by Segment, Business Unit and Practice. Guidehouse's standard billing and invoicing practices are to invoice services in arrears on a monthly basis with payment due within 30 days of the invoice date.</p> <p>Guidehouse maintains an Anti-Bribery & Corruption and Anti-Money Laundering Policy which sets forth expectations for all Personnel to know and follow to prevent, detect, and ensure compliance with all applicable ABC/AML Laws. This ABC/AML Policy also identifies internal mechanisms for auditing, certification, and reporting of suspected violations. This ABC/AML Policy does not address every action that may be considered a Corrupt act, or the payment of a Bribe and it is not a summary of all ABC- ITS/AML Laws or policies that apply to anti-Bribery, Corruption, and international trade sanctions. We have included the Anti-Bribery & Corruption and Anti-Money-Laundering Policy in the Warranty upload.</p> |
| 69 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | The primary metrics used to understand if a project is on track or not are timeline, budget and the pace at which the client is achieving their desired results. The Guidehouse project team would work with Participating Entities to define performance management metrics and stand-up the performance management systems to track and measure outcomes. This will involve working sessions with project leadership and collaboration with information technology and data analytics teams. Guidehouse has a wealth of experience in developing robust and interactive performance dashboards and we can work with each client to develop KPIs and reporting that meets their needs. We have policies, procedures and controls that help projects stay on track, and help to proactively identify when we are getting off track. The overall structure and cadence of executive touchpoints, steering committees, core teams and workstream teams help to ensure communication within and across all facets of the project. Whether it is adding different skill sets to the project or shifting focus more on change management to bring work teams along, Guidehouse is prepared to mitigate risks. |
| 70 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Guidehouse acknowledges our ability to provide Sourcewell with a 1% administrative fee. |

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

| Line Item | Question | Response * |
|-----------|---|---|
| 71 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>Guidehouse is prepared to offer services for the Feasibility Assessments and Planning, Total Cost of Ownership (TCO) Assessments, Strategic Roadmap Development, Incentive identification and processing, Repair and maintenance, Telematics, and Training and Education elements of this RFP.</p> <p>Guidehouse offers a carefully crafted approach framework that can be tailored depending on each Participating Entity's unique project scope. Our team will work together with each client to help them confidently take steps toward an electrified future. Guidehouse prioritizes the following areas to provide a comprehensive approach to Participating Entities' electrification initiatives, regardless of which stage in the process they find themselves:</p> <ul style="list-style-type: none"> • Data and Analytics: Understanding the Participating Entity's vehicle needs and projecting future transportation requirements based on anticipated development, including any complementary transportation initiatives in the area • Ongoing Market Research: Using our public sector experience, awareness, and relationships to keep a constant eye on best-practices and coming changes, which will keep the Participating Entity updated on any risks or opportunities as they arise • Stakeholder Engagement: Creating a framework, including a steering committee, to best understand the Participating Entity's vision and priorities for vehicle management, particularly to gain feedback over the long-term as these plans are implemented and may require adjustments • Identifying Decision Points: Conducting analyses of available data and existing information to pinpoint areas requiring leadership or stakeholder input to avoid decision fatigue and keep project efforts focused • Contingency Planning: Taking a holistic view of the ways vehicles are used to best understand how to support users in case of emergencies, such as electrical outages or weather events, to assuage concerns from users and plan for resiliency, redundancy, and crisis communications <p>Guidehouse has developed and will deploy our platform, the Fleet Analytics Simulation Tool (FAST), to create a clear and data-driven roadmap of the Participating Entity's electrification journey. Our team anticipates leveraging the following FAST features with a Participating Entity (though this may vary depending on project scope):</p> <ul style="list-style-type: none"> • A secure, scalable database using the R language and environment that reliably handles large (100,000+ VINs), complex data sets and calculations • Programmed logic that ensures results repeat over multiple scenarios and iterations (avoiding the fragile, tough-to-maintain results often provided by Excel-based models) • Greenhouse Gas (GHG) emission reporting • Integrated electrical-load calculations at the VIN level so that load moves as vehicle locations, departments or sub-departments are updated • Integrated, automated, logic-based Electric Vehicle Support Equipment (EVSE) selector that recommends the appropriate charger per VIN using daily miles driven and time available to charge • Simple, drillable Excel-based output for client use to support transparency and ad hoc analysis. <p>We can also use FAST to produce a dynamic report that includes the 10-year TCO (considering resale value) of each vehicle in the fleet, as well as aggregated pictures for each installation or division of the Participating Entity for each scenario. Each scenario's TCO will be broken down to provide a VIN-level picture of key cost attributes, including:</p> <ul style="list-style-type: none"> • Estimated cost to replace each current vehicle at the end of its planned life with its assigned EV archetype • Payback period analysis, with a supporting gas price sensitivity component by vehicle archetype • Estimated cost to acquire the energy / fueling infrastructure demanded by each scenario • Annual fuel / energy cost for each scenario (built by VIN) • Annual maintenance cost for each scenario (built by VIN) <p>Please see the uploaded Additional Document for more information and visualizations.</p> |

| | | |
|----|--|---|
| 72 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <p>We have organized our solutions by the scope of requested services they satisfy. The subcategory titles and scope elements included in our response are:</p> <ul style="list-style-type: none"> • Feasibility Assessments and Planning • Total Cost of Ownership (TCO) Assessments • Strategic Roadmap Development • Implementation and Management Services: Incentive identification and processing, Repair and maintenance, and Telematics • Training and Education |
|----|--|---|

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

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

| Line Item | Category or Type | Offered * | Comments |
|-----------|--------------------------------------|--|--|
| 73 | Feasibility assessments and planning | <input checked="" type="radio"/> Yes <input type="radio"/> No | <p>For a Feasibility Assessment and Planning project, Guidehouse will utilize our unique, data-driven, people-informed methodology to assess the Participating Entity's fleet electrification potential and lay a solid foundation for future decision-making. Our process rigorously considers three key elements:</p> <ul style="list-style-type: none"> • Fleets – the vehicles to be electrified given their unique mission requirements • Facilities – the electric infrastructure required to meet the incremental load associated with the new electric vehicles • Fuels – the shift from gasoline or diesel to electricity and the subsequent impact on supporting legacy fuel infrastructure, systems, and budget dislocations <p>The methodology is grounded in a proprietary and comprehensive data analytics platform that creates an actionable, scenario-based plan of the Participating Entity's fleet over a ten-year time horizon. Guidehouse has developed and will deploy this platform, the Fleet Analytics Simulation Tool (FAST), to create a clear and data-driven roadmap of the Participating Entity's electrification journey.</p> <p>Our team anticipates leveraging the following FAST features in a Feasibility Assessment and Planning project with a Participating Entity (though this may vary depending on project scope):</p> <ul style="list-style-type: none"> • A secure, scalable database using the R language and environment that reliably handles large (100,000+ VINs), complex data sets and calculations • Programmed logic that ensures results repeat over multiple scenarios and iterations (avoiding the fragile, tough-to-maintain results often provided by Excel-based models) • Greenhouse Gas (GHG) emission reporting • Integrated electrical-load calculations at the VIN level so that load moves as vehicle locations, departments or sub-departments are |

updated

- Integrated, automated, logic-based Electric Vehicle Support Equipment (EVSE) selector that recommends the appropriate charger per VIN using daily miles driven and time available to charge
- Simple, drillable Excel-based output for client use to support transparency and ad hoc analysis.

FAST includes additional features that will be detailed in other sections of this response, including Total Cost of Ownership (TCO) Assessments. *

The Feasibility Assessment centers on the outputs produced from FAST specific to the Participating Entity. To build this roadmap, Guidehouse team members will begin by providing a detailed data request to the Participating Entity, working diligently to establish clear lines of communication. We find that our ability to speak "fleet" helps to make this process efficient and accurate.

The team will conduct the following activities to finalize FAST inputs, methods, and assumptions specific to the Participating Entity:

- Gather basic VIN level detail – Make, Model, Year, Fuel Type, Annual (or more frequent) Mileage, plus any other critical data available
- Add current maintenance expense (actual, if known) and convert to dollars/mile
- Add fuel expense (actual, if known) and convert to dollars/mile
- Add location and organizational dimensions (aspiring to the lowest level of detail)

This data will lay the foundation for FAST to create a comprehensive baseline report of the fleet, which will include an Excel spreadsheet for use across the project and by the Participating Entity.

Our team recognizes that quantitative information alone is not sufficient to create a vehicle electrification glidepath for a Participating Entity. Qualitative data and boots-on-the-ground perspective is necessary to build a truly actionable plan and Feasibility Assessment. To achieve this goal, Guidehouse expects to interview key project stakeholders and front-line personnel to affirm the operating characteristics identified by the Participating Entity and discussed above. These components add a rich layer of real-world experience and mission specificity to the assessment and any future plans.

As our interviews progress, the Guidehouse team will use our findings to inform our selection of vehicle archetypes. Guidehouse archetypes allow our team to collapse vehicles into groups with

| | | | |
|----|---|--|---|
| | | | <p>similar duty, use, maintenance, and GHG characteristics. Archetypes also allow FAST to frame assessments and plans in a way that all stakeholders can understand, making them more actionable over time.</p> <p>Please see the Additional Documents upload for more information and figures.</p> |
| 74 | Total cost of ownership (TCO) assessments | <input checked="" type="radio"/> Yes <input type="radio"/> No | <p>The FAST toolset leverages VIN-level maintenance, fuel, acquisition (lease, purchase, or finance), insurance, and registration costs in a comprehensive TCO calculation for each vehicle, accounting for capital and operating expenses. The Feasibility Assessment methodology detailed in Line Item 73 is a critical step in the analysis because it provides the future state of what vehicles are likely to be replaced with EVs or alternatives in the future. The goal of the TCO Assessment is to compare the total costs of each vehicle, charger, and facility in the various scenarios defined in FAST.</p> <p>For the TCO Assessment, FAST will produce a dynamic report that includes the 10-year TCO (considering resale value) of each vehicle in the fleet, as well as aggregated pictures for each installation or division of the Participating Entity for each scenario. Each scenario's TCO will be broken down to provide a VIN-level picture of key cost attributes, including:</p> <ul style="list-style-type: none"> • Estimated cost to replace each current vehicle at the end of its planned life with its assigned EV archetype • Payback period analysis, with a supporting gas price sensitivity component by vehicle archetype • Estimated cost to acquire the energy / fueling infrastructure demanded by each scenario • Annual fuel / energy cost for each scenario (built by VIN) • Annual maintenance cost for each scenario (built by VIN) <p>The report, which will be accompanied by an Excel workbook for data accessibility, will allow the Participating Entity to evaluate the economics of previous considerations, selections, or plans.</p> <p>The TCO will serve as an important tool to have on hand as the Participating Entity prepares for Strategic Roadmap development.</p> <p>Please see the Additional Documents upload for more information and figures.</p> |
| 75 | Strategic roadmap development | <input checked="" type="radio"/> Yes <input type="radio"/> No | <p>The FAST model and resulting assessments will provide the necessary foundation for Guidehouse and the Participating Entity to develop a Strategic Roadmap.</p> |

The first activity of roadmap development will be aligning on a shared strategic vision. Through a series of collaborative workshops, we will meet with key stakeholders and project leadership to flesh out the Participating Entity's future-state strategy. Before facilitating these meetings, we will work with the Participating Entity to identify and short-list any stakeholders external to the Participating Entity that should be involved in these workshops and define what the objective and scope of the meetings will be.

To organize our strategic decisions, we will use workshop management tools to catalog points of contact, theme/strategic objectives, relationship information, and more substantive data such as justifications, assumptions, and any miscellaneous notes. Our team will continue to populate and manage this tool throughout the working sessions to facilitate stakeholder and working group engagement. We will regularly update the tool with notes on our working groups and their evolving perception of EV strategy, allowing us to further re-engage stakeholders on specific topics and hold one-off theme-based sessions with selected individuals, as necessary.

Guidehouse will synthesize findings from these workshops and the Participating Entity's previous activities (such as the Feasibility Assessment and the TCO Assessment), into a comprehensive strategy recommendation that balances financial, operational and infrastructure concerns. The strategy recommendation will be accompanied by any model outputs and supplementary data that influenced the recommendation rationale.

Another crucial step in developing a Participating Entity's Strategic Roadmap will be to develop a milestone targets and goals framework. The milestone targets and goals framework includes key performance indicators (KPIs) and serves as a logic model of how 'everything fits together.' The framework is not a rigid tool, but rather something more flexible to which other features can be added. If well-designed, it will be a mechanism through which the Participating Entity can continue to ensure alignment with its long-term energy and infrastructure goals.

After specific milestone targets and goals have been identified, it will be time to synthesize our work into a singular fleet electrification Strategic Roadmap. The roadmap will include recommendations on appropriate funding levels, funding strategies, and staffing needs. It will also reference

| | | | |
|----|---|--|--|
| | | | <p>leading practices to establish comparable roles, functions, and resources.</p> <p>To help the Participating Entity make the most of available EV-funding opportunities, Guidehouse will utilize a dedicated team of professionals across the county who comprise our COVID-19 Center of Excellence (COE). The COE has been closely monitoring the Infrastructure Investment and Jobs Act (IIJA) and American Rescue Plan Act (ARPA) legislative journeys from infancy through passage, and the team is now engaged in tracking and analyzing each subsequent release of guidance and how it affects EV policy. The COE has created tools to aid with funding pursuits that are ready for deployment, such as opportunity and policy trackers, cost capture models, and application guides. Participating Entities will benefit from the brainpower of hundreds of consultants behind the scenes supporting their EV progress with cutting-edge insights.</p> <p>Finally, we will sketch out an implementation roadmap for making the Participating Entity's EV fleet a reality. The implementation roadmap will sequence each of the recommended activities and clearly trace them to the milestone targets and goals required to meet strategic ambitions.</p> <p>The implementation roadmap will include several key components. Fundamentally, it will be built on the core activities necessary to achieve the Participating Entity's strategic vision and map out how these activities will flow from one another. These activities will be accompanied by a timeline detailing the timing of each activity in the context of the broader electrification effort. The roadmap will also incorporate measures to ensure that all implementation activities are sustainable and effective, including descriptions of the tangible measures that the Participating Entity should take to meet the needs of all relevant stakeholders. Additionally, our team will provide processes to ensure that the implementation roadmap is regularly evaluated and updated as needed to maintain progress toward achieving the Participating Entity's EV adoption goals and objectives over time.</p> <p>Please see the Additional Documents upload for more information and figures.</p> |
| 76 | Implementation and management services, including Incentive identification and processing, Subscription or as-a-service, Acquisition, Installation, Integration, Charging management, Repair and maintenance, and Telematics. (Identify | <input checked="" type="radio"/> Yes <input type="radio"/> No | The subsections below outline our approach to three of the Implementation and Management Services categories defined in the RFP: Incentive identification and |

the types of services included in your proposal in the "Comments" field).

processing; Repair and maintenance; and Telematics.

Incentive Identification and Processing

Guidehouse maintains its EV Incentive Tool (EVIT), a comprehensive database of EV- and EVSE-related policies covering incentives, rebates, and regulations at the U.S. national, state, and local levels. Our team also provides market research and supplements EVIT with programs, rates, and incentives from local utilities, vehicle original equipment manufacturers (OEMs), air quality management districts (AQMDs), and other local institutions.

Working with the Participating Entity to identify each potential beneficiary, Guidehouse will advise on which vehicles, chargers, facilities, or related entities are eligible for each incentive. The team will also work with the Participating Entity to maximize the value of incentives as facilities are built out to serve a growing fleet of EVs.

Guidehouse will provide an initial summary report documenting the current state of incentives in the Participating Entity's location, a snapshot of data to support the report, and ongoing updates to the Participating Entity as the policy landscape evolves. Preparing facilities for EV charging can be an expensive and complex endeavor. Guidehouse has the tools and experience to guide fleet owners through the process of accurately managing costs and working with utilities, site owners, engineering, and construction firms to ensure a smooth transition.

Repair and Maintenance

Guidehouse will assist the Participating Entity in organizing and managing all maintenance records for its electrified fleet. We recognize that if a telematics system is not currently utilized for the fleet vehicles, we will most likely need to rely on FMIS (Fleet Management Information System) data, if applicable, or paper records from the different fleet managers.

Our team will identify potential policy sections for maintenance records that will help structure the Participating Entity's management of maintenance activities moving forward. The items below are samples of policies that will help shape the overall maintenance records of the Participating Entity's managed fleet.

- Preventative maintenance
- Unplanned maintenance
- Field breakdowns
- Contract repairs

*

- Warranty repairs
- Vendor Performance Evaluation
- Vehicle Modifications
- Parts
- Safety inspections

Depending on the Participating Entity's needs and project scope, Guidehouse will work to develop effective management processes and records retention policies for the applicable repair and maintenance areas.

Telematics

Our team will leverage industry sources to assemble a report on potential telematics systems for the Participating Entity following electrification. The report will take the form of an Excel workbook and include:

- A selection of telematics system offerings that best match the Participating Entity's fleet's needs
- A review of key capabilities/benefits of each system and how they compare to each other
- Representative costs for each system (with the option to engage vendors for more accurate costs)
- A qualitative discussion of user adaptability
- A technical discussion of compatibility with key Participating Entity vehicle archetypes

Along with this report, Guidehouse will provide procurement and evaluation support to facilitate vendor selection. Once a vendor has been selected, the Guidehouse team will provide end-to-end project management support for the telematics system implementation. As part of these management activities, the Guidehouse team will produce several Business Intelligence dashboards to reflect performance of the telematics and progress of the implementation. The team will facilitate regular reviews of these dashboards with Participating Entity stakeholders to communicate telematics program performance and drive corrective actions, if necessary.

Guidehouse will also develop and deploy advanced utilization metrics through statistical analysis of telematics data. This data will be used to analyze technical constraints and user behavior to inform future program design. These utilization metrics will be customized based on odometer, adjusted mileage, and days of use, among other factors. The team will also deploy repeatable vehicle utilization assessment processes to facilitate issue identification and potential repurposing of underperforming vehicles in the fleet.

Please see the Additional Documents

| | | | |
|----|------------------------|--|---|
| | | | upload for more information and figures. |
| 77 | Training and education | <input checked="" type="radio"/> Yes <input type="radio"/> No | <p>The Guidehouse team will leverage its deep fleet electrification and transit knowledge base to build a comprehensive view of the Participating Entity's EV training and education curriculum. The Training and Education Plan will utilize findings from opinion research and integrate our experience with large-scale change management to equip individuals to change their behaviors and encourage smooth EV adoption. The plan will include identification of different groups to whom education should be provided with recommendations for tailored messaging (as needed).</p> <p>First Guidehouse will work closely with the Participating Entity to document the current training program in place. We will gather existing training documentation, review learning objectives, and determine the applicability for different users. After having a clear picture of the training current state, we will create a vision for the future state of training with the electrified fleet that meets the Participating Entity's needs. This will be supplemented by a few critical internal interviews with direct users and managers of the fleet to ensure that the future state addresses the specific concerns of the Participating Entity.</p> <p>Next, the team will leverage its industry experience to develop the systems, operator, and mechanic trainings required to be successful in the electrified future state. The team will utilize the equipment and infrastructure archetypes developed during previous activities with the Participating Entity to make this body of work specific and tied directly to the strategic vision and the implementation roadmap, as applicable.</p> <p>Guidehouse will assemble the final training package, which will include a discussion of optimal training environments, any special equipment required, and sources of expertise to help make the transition. We will also create a training program concept report with recommendations for space allocations that will inform the Participating Entity's next steps.</p> <p>Guidehouse takes training extremely seriously and looks forward to helping the Participating Entity establish a program that enable its fleet electrification transition.</p> <p>Please see the Additional Documents upload for more information and figures.</p> |

Table 15: Industry Specific Questions

| Line Item | Question | Response * |
|-----------|--|--|
| 78 | Describe your company's strategy as it relates to incentives processing for public agencies. | <p>Our team brings decades of collective experience in advising organizations on sustainability and climate-related initiatives, including zero-emission vehicles. Our mobility experts have extensive global EV industry expertise and have completed over 200 EV projects, including five national plans and ten subnational plans for states, counties, and cities. Recently, we have increasingly worked with clients to understand and adapt to changes within the EV arena prompted by federal legislation, such as the Clean Vehicle Tax Credit, Alternative Fuel Refueling Property Credit, and other incentives. We recognize how these credits can influence the feasibility and implementation of fleet electrification activities. Additionally, Guidehouse is active in producing original research on recent technological and policy developments, which we will leverage for the benefit of Sourcewell Participating Entities, if selected.</p> <p>Guidehouse maintains its EV Incentive Tool (EVIT), a comprehensive database of EV- and EVSE-related policies covering incentives, rebates, and regulations at the US national, state, and local levels. Our team also provides market research and supplements EVIT with programs, rates, and incentives from local utilities, vehicle original equipment manufacturers (OEMs), air quality management districts (AQMDs), and other local institutions.</p> <p>Working with the Participating Entity, Guidehouse will advise on which vehicles, chargers, facilities, or electrification components are eligible for each incentive. The team will also work with the Participating Entity to maximize the value of incentives as facilities are built out to serve a growing fleet of EVs.</p> <p>Guidehouse will provide an initial summary report documenting the current state of incentives in the Participating Entity's location, a snapshot of data to support the report, and ongoing updates to the Participating Entity as the policy landscape evolves.</p> |
| 79 | Describe any ongoing services or subscriptions your company offers. | There are incremental fees for use of Guidehouse platforms where relevant to the Participating Entity's scope of work. Please refer to the uploaded Additional Document for more information on FAST features, capabilities, and visualizations. |
| 80 | Describe how you assess agencies' utilities infrastructure as it relates to electrifying fleets. | Guidehouse's Mobility Program Suite is a collection of turnkey mobility offerings for corporate, non-profit, government, and utility clients. Our solutions are available as individual modules or as an integrated capability suite that can be tailored for region-specific requirements. The offerings include EV Charging Infrastructure: managing customer acquisition, incentive design and processing, customer service and marketing for charging hardware and software; Managed Charging: managing customer acquisition, customer behavior, incentive processing, customer service and marketing for EV load control; Fleet Electrification: providing fleet conversion planning, hardware software procurement, advisory, and continuous improvement services to transition fossil fuel-based vehicles to electric; and Full Premise Sustainability: providing a holistic fleet plus facilities decarbonization assessment and implementation plan, covering acquisition and supply chain considerations, EVSE and site energy infrastructure, interoperability, and change management. |

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Guidehouse Inc._Sourcewell_Fleet Electrification Services_Pricing.pdf - Wednesday May 10, 2023 16:12:46
 - [Financial Strength and Stability](#) - Financial Strength & Stability_D&B Report - GUIDEHOUSE-INC._03-07-2023.pdf - Wednesday May 10, 2023 08:15:48
 - Marketing PlanISamples (optional)
 - WMBEIMBEISBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Information.zip - Wednesday May 10, 2023 08:16:25
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Guidehouse Inc._Sourcewell_Fleet Electrification Services_vF.pdf - Wednesday May 10, 2023 16:13:00

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes No

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

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

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| Addendum_6_ Fleet Electrification_RFP_051123 Wed May 3 2023 02:37 PM | <input checked="" type="checkbox"/> | 4 |
| Addendum_5_ Fleet Electrification_RFP_051123 Wed April 26 2023 04:36 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_4_ Fleet Electrification_RFP_051123 Fri April 21 2023 03:43 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_3_ Fleet Electrification_RFP_051123 Thu April 20 2023 05:03 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_2_ Fleet Electrification_RFP_051123 Fri April 14 2023 01:21 PM | <input checked="" type="checkbox"/> | 7 |
| Addendum_1_ Fleet Electrification_RFP_051123 Wed March 29 2023 02:50 PM | <input checked="" type="checkbox"/> | 3 |