

Solicitation Number: RFP #051123

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ICF Resources, LLC, 1902 Reston Metro Plaza, Reston, VA 20190 (Supplier).

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

- B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.
- C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

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

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

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

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

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

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

- B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.
- C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

- B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.
- C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as ecommerce 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 Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.
- B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell 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 Sourcewell 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;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

- C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.
- D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.
- E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.
- F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

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

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:
 - Nonperformance of contractual requirements, or

2. A material breach of any term or condition of this Contract.

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

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

18. INSURANCE

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

1. Workers' Compensation and Employer's Liability.

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles

in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits: \$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

- C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

- A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.
- B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

- A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

- C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

- F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

- L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.
- O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.
- P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

- R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.
- T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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

Sourcewell	ICF Resources, LLC
By: Docusigned by: Jeremy Salwartz COFD2A139D06489	Joseph McGrath 1E212080D8C44B0
Jeremy Schwartz	Joseph McGrath
Title: Chief Procurement Officer	Title: Sr. Director, Contracts
7/13/2023 8:31 PM CDT Date:	7/20/2023 9:54 AM CDT Date:

Approved:

By: Chad Coauette
Chad Coauette
Title: Executive Director/CEO

DocuSigned by:

Date: ______ 12:10 PM CDT

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

Vendor Details

Company Name: ICF Resources, LLC

1902 Reston Metro Plaza

Address:

Reston, Virginia 20190

 Contact:
 Robert DiBella

 Email:
 PiRFPs@icf.com

 Phone:
 781-898-8365

 HST#:
 22-3661438

Submission Details

Created On: Thursday March 23, 2023 14:30:40
Submitted On: Thursday May 11, 2023 09:38:57

Submitted By: Bob DiBella

Email: bob.dibella@icf.com

Transaction #: 893e9368-9c72-476d-9933-93f6e9e50e2b

Submitter's IP Address: 174.112.177.96

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")	ICF Resources, LLC
	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	ICF Next, Inc.
	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None *
	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage code: 1MSX7
5	Proposer Physical Address:	1902 Reston Metro Plaza, Reston, VA 20190 *
6	Proposer website address (or addresses):	www.ICF.com *
	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):	Joseph McGrath, Sr. Director, Contracts 1902 Reston Metro Plaza, Reston, VA 20190 Joseph.McGrath@icf.com (703) 934-3709 *
	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Robert DiBella, Principal 100 Cherrywood Drive, Nashua, NH 03062 bob.dibella@icf.com (781) 898-8365
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Blake Woodward, Director, Beneficial Electrification 1902 Reston Metro Plaza, Reston, VA 20190 blake.woodward@icf.com (703) 713-8855

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

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.

ICF Resources, LLC (ICF) is a publicly traded company on the NASDAQ (ICFI) with approximately 9,000 employees and more than \$1.78 billion in annual revenue.

ICF was founded in 1969 as the Inner City Fund to finance minority-owned businesses in Washington, DC, and to support disadvantaged communities. Our founding was the beginning of our decision to be a purpose-driven company. How we deliver and how we serve our clients is based on our core principles and company values:

- Interact with integrity
- Challenge assumptions
- Bring your passion
- Work together
- Embrace differences

Today, ICF is a global advisory, digital, and engagement services firm. We provide professional services and technology-based solutions to government and commercial clients, including management, marketing, technology, and policy consulting and program implementation services. We help our clients conceive, develop, implement, and improve solutions that address complex business, natural resource, social, technological, and public safety issues. Our services primarily support clients that operate in the following four key markets:

- Energy, Environment, and Infrastructure;
- Health, Education, and Social Programs;
- Safety and Security; and
- Consumer and Financial.

respectively.

ICF's involvement in the clean transportation industry spans more than 20 years, supporting increased EV and charging infrastructure deployment throughout the last decade. We are currently delivering fleet assessment services for eight utilities – National Grid, Duquesne Light Company (DLC), Consumers Energy, Salt River Project (SRP), Seattle City Light, Eversource, Central Hudson Gas & Electric, and Duke Energy. We have provided EV program implementation, advisory, and/or design support to more than 30 utilities and government agencies across the United States

11 What are your company's expectations in the event of an award?

Our expectation is to live out our company values with a commitment to corporate citizenship, diversity, inclusivity, and opportunity, and a passion for making a positive impact on the world. We have been working at the forefront of the transformation of the energy and transportation industries for decades, and we approach each new endeavor with excitement for the possibilities that it presents. In this case, we anticipate a significant opportunity to extend the reach of our fleet advisory services through a Sourcewell contract. Once we are up and running with Sourcewell, we expect a smooth transition to sales in a market that is familiar to our staff. We anticipate that the approach we have been successfully using to recruit participants into utility fleet electrification programs since 2019 will need only minor adjustments to be effective in the Sourcewell sales model. We have always been customercentered - always meeting customers where they are. We know that this mindset will be especially important working with the Sourcewell membership in the emerging area of fleet electrification. We believe the timing is excellent given the convergence of accelerating interest in electric vehicles and increasing availability of capable products to serve a wide range of transportation needs. For these reasons, we will, upon contract award, launch the marketing strategy described in our proposal and align resources to begin gathering and processing fleet data.

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.

ICF has included a copy of its audited 2022 Annual Report on Form 10-K. ICF is well positioned to provide a broad range of services in support of initiatives that will continue to be priorities to the federal government, as well as to state and local clients. We believe that the combination of internally generated funds, available bank borrowings, and cash and cash equivalents on hand will provide the required liquidity and capital resources necessary to fund ongoing operations and other working capital requirements. ICF selected several key metrics from the attached 2022 Form 10-K that demonstrate our financial strength and stability, shown below:

- For the years ended December 31, 2022, 2021, and 2020, revenue generated from client markets totaled \$1,780 million, \$1,553 million, and \$1,507 million,

- For the years ended December 31, 2022, 2021, and 2020, adjusted EBITDA totaled \$192 million, \$159 million, and \$143 million, respectively.
- For the years ended December 31, 2022, and 2021, net income totaled \$64.24 million, and \$71.13 million, respectively.
- For the years ended December 31, 2022, 2021, and 2020, non-GAAP diluted earnings per share totaled \$5.77, \$4.82, and \$4.17, respectively.

- As of December 31, 2022, we had \$545.4 million of unused borrowing capacity. Should the need arise, we intend to further increase our borrowing capacity in the future to provide us with adequate working capital to continue our ongoing operations.

Bid Number: RFP 051123

13	What is your US market share for the solutions that you are proposing?	ICF is not aware of a market size estimate for this sector and does not report sales of fleet electrification transition services.	*
14	What is your Canadian market share for the solutions that you are proposing?	ICF is not aware of a market size estimate for this sector and does not report sales of fleet electrification transition services.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	ICF has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	ICF's sales force is comprised entirely of ICF employees. ICF's service force - i.e., the individuals that deliver the fleet advisory services to our customers - is comprised entirely of ICF employees. While ICF maintains relationships with a variety of industry trade allies, dealer networks are not utilized in delivering the products and services proposed in this RFP.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Fleet electrification transition planning services require specialized knowledge and skills, but generally do not require specific licenses or certifications. ICF's transportation electrification team is comprised of subject matter experts in transportation, energy, environment, and electrification. Our staff hold relevant degrees and professional accreditation in their respective fields when applicable.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There is no "Suspension or Debarment" information that has applied to ICF during the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	For over 50 years, ICF has partnered with clients to transform their biggest challenges into even bigger opportunities. From leading publications and advisories to elite industry awards programs, we are honored to be recognized by the experts.
		ICF implements energy efficiency and/or electrification programs for more than 50 utilities across North America. With energy advisors in every aspect of the industry, ICF's award-winning team implements the largest residential and commercial and industrial (C&I) utility portfolios in the United States. Our programs are recognized as best-in-class by a range of industry associations, regulatory bodies, utilities, and government agencies, including ACEEE, Consortium for Energy Efficiency, Association of Energy Services Professionals, Smart Electric Power Alliance, U.S. Environmental Protection Agency, U.S. Department of Energy, and Chartwell.
		The list below highlights additional awards that ICF has earned in recent years. 2023 America's Best Management Consulting Firm (8th straight year) – Forbes 2022 Top Product – Environment + Energy Leader 2021 Climate Leadership Award – United States Environmental Protection Agency 2021 Appian Trusted Delivery Partner for the Public Sector - Appian 43rd of Top 200 Consulting Firms in 2022 – Engineering News-Record 2022 Bloomberg BGOV200 Top Federal Industry Leader – Bloomberg Government 2022 America's Best Employer for Diversity – Forbes 2023 Built In Best Place to Work – Built In 2022 America's Best Employer for Women – Forbes
20	What percentage of your sales are to the governmental sector in the past three years	Our largest clients are U.S. federal government departments and agencies. In fact, our federal government clients have included every cabinet-level department, most significantly the U.S. Department of Health and Humans Services (HHS), the U.S. Department of Defense (DoD), and the U.S. Department of State DoS. Federal government clients generated approximately 55%, 47%, and 44% of our revenue in 2022, 2021, and 2020, respectively. State and local government clients generated approximately 15% of our annual revenue in the years of 2022, 2021, and 2020, respectively. International government clients generated approximately 6%, 9%, and 6% of our revenue in 2022, 2021, and 2020, respectively.
21	What percentage of your sales are to the education sector in the past three years	ICF does not break out education sector sales in its financial tracking and reporting.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	ICF has a variety of consulting services contracts with state agencies in most states. We are unable to provide a complete listing of contracts or sales volumes of contracts. We do not, however, generally hold purchasing contracts similar to the Sourcewell contract.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	ICF currently holds approximately eight (8) government-wide and two (2) agency-specific GSA contracts. We are unable to provide a complete listing of sales volumes of contracts as this is confidential. Current contracts are listed below and can be found on the following websites: https://www.icf.com/contracts/governmentwide-contracts-schedules and https://www.icf.com/contracts/agency-contracts. - Contract Name: GSA Alliant 2. Contract Numbers: 47QTCK18D0043 - Contract Name: GSA One Acquisition Solution for Integrated Services (OASIS) F&O. Contract Numbers: Pool 1—GS00Q14OADU119; Pool 2—GS00Q14OADU209; Pool 3—GS00Q14OADU319; Pool 4—GS00Q14OADU417 - Contract Name: Human Capital and Training Solutions (HCaTS). Contract Numbers: Pool 1 - GS02Q16DCR0019; Pool 2 - GS02Q16DCR0053 - Contract Name: ICF Macro Multiple Award Schedule — Professional Services. Contract Numbers: GS-00F-189CA - Contract Name: ICF Multiple Award Schedule — Facilities/Energy Services. Contract Numbers: GS-21F-0029W - Contract Name: ICF Multiple Award Schedule — Human Capital. Contract Numbers: GS-02F-0072V - Contract Name: ICF Multiple Award Schedule — Information Technology. Contract Numbers: GS-035F-328DA - Contract Name: ICF Multiple Award Schedule — Professional Services. Contract Numbers: GS-00F-010CA - Contract Name: CIO Modernization and Enterprise Transformation (COMET) BPA. Contract Name: Technology Transformation Services Organization's Transformation Agile Lifecycle (TOTAL) BPA. Contract Numbers: 47QDCB19A0005

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 *	
University of Massachusetts Chat Medical School	Kortni Wroten, Sustainability and Energy Manager	(508) 523-2799	*
o o	Aaron Hritz, Director of Facilities, Planning and Operations	(412) 622-3356	*
City of Midland, Dial-A-Ride	Amy Bidwell, DART Manager	(989) 837-6918	*

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 *	
NREL	Government	Colorado - CO	Technical Inquiry and Technical Data Maintenance for Alternative and Advanced Fuel and Vehicle Technologies	Confidential	Confidential	*
EPA	Government	District of Columbia - DC	Technical and Analytical Support of ENERGY STAR Products Labeling	Confidential	Confidential	*
NYSDOT	Government	New York - NY	Statewide Mobility Services	Confidential	Confidential	*
WYDOT	Government	Wyoming - WY	Connect Vehicle Pilot	Confidential	Confidential	*
Natural Resources Canada (NRCan)	Government	ON - Ontario	Data Gatherings and Maintaining the Alternative Fuel Station Database	Confidential	Confidential	*

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.	ICF's sales force is led by a team of dedicated industry experts with daily experience with fleet advisory service projects and programs.
		Sales activities are conducted by ICF's team of account managers under the dedicated guidance of Brad Lanier, National Accounts Manager. Brad leads ICF's National Accounts Outreach team through engagement and partnerships with trade allies and potential end-users. Brad has established a network across North America and dedicates his time towards promoting ICF's electrification offers through partner identification and education. Additionally, Brad will be advised by Bob Dibella, Principal, Business Development. Bob is an expert in electrification program promotion and has led electrification program business development for ICF since 2016.
		The structure of ICF's fleet electrification account management-based sales team provides two key advantages. First, business development and sales are conducted by staff members that interact with fleets on a daily basis. This real-world experience allows ICF to articulate the value and key considerations of electrification to potential customers. Second, ICF has the ability to scale to provide manual engagement to the marketplace, and as an outcome, ICF does not solely rely on mass market techniques to develop business.

7	Dealer network or other distribution methods.	ICF's fleet services are distributed via our core team, including in-office, hybrid, and fully remote staff located in ICF offices across the US and Canada, as well as their homes. Our primary delivery channels are digital – web portals, email, web seminars, and virtual meeting platforms. We also conduct phone and in-person meetings as needed. We leverage public speaking opportunities (for example, at local trade events) and online webinar engagement to create awareness and gain interest in our services. For example, ICF was recently invited to speak at the Arizona Transportation Electrification Activator. Among the members of the organization were public fleets, including City of Phoenix, City of Mesa, and City of Tempe. In 2023, ICF is launching a fleet electrification portal as a self-service channel to generate fleet interest. The portal will feature a publicly accessible fleet calculator, which is intended to generate preliminary interest in electrification and capture interest.
8	Service force.	ICF's Service force is led by a team of sophisticated and experienced technical experts and supported by a large team of specialized analysts and account managers. Chris Watson, Senior Director Chris leads ICF's Fleet Electrification program offerings. He leads the strategy and implementation of utility customer programs focused on electrifying and decarbonizing fleets of vehicles and equipment.
		Blake Woodward, Director Blake has designed, implemented, and advised over 20 clean energy and transportation electrification programs, including ICF's ongoing fleet assessment programs. He focuses on design and implementation of project work.
		Ambika Coletti, Senior Manager Ambika has over ten years of experience as an energy efficiency and beneficial electrification consultant. She manages ICF's proprietary fleet electrification assessment model and ongoing vehicle and equipment database.
		Lauren Kastner, Senior Manager Lauren is a clean transportation and electric vehicle (EV) expert who advises electric utilities, cities, and states to design and implement EV charging infrastructure plans. She provides expertise related to regulatory matters, implementation of EV charging for fleets, managed charging, and EV education programs.
		Steve Russell, Senior Consultant Steve has over 20 years of fleet management experience and 10 years of experience in alternative fuels and technologies managing the Massachusetts Clean Cities Coalition. His expertise includes fleet, electric vehicles (EVs), and other clean transportation technologies management, facility management, and purchasing. He also served for 12 years as an executive for the largest non-profit organization in North America. Mr. Russell is a skilled organizer, promoter, and project manager. Steve contributes expertise to tool development, fleet review and optimization, data collection, and technical assistance.
		Supporting the service force leadership team is a bench of staff currently including over 50 consultants specifically trained on electrification programs and fleet advisory services. These staff members are cross-trained on fleet assessment functions and provide the ability quickly support customers with a high degree of subject matter expertise. In addition, this bench of electrification experts is supported by an ICF staff of over 1,300 energy and/or transportation experts across the United States and Canada. These experts support ICF's work with the top 50 electric utilities in North America, all major federal agencies, over 35 electric vehicle-oriented programs, and over 200 energy efficiency programs. The combination of a dedicated service force leadership team comprised of industry experts, a dedicated staff of over 50 electrification consultants, and access to a larger bench of over 1,300 consultants with domain expertise in energy and transportation provides ICF the unique ability to efficiently scale service staffing needs.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The ordering process of ICF's services will be handled exclusively through ICF's sales force leadership team and will be flexible based on the needs of the fleets. In general, the ordering process proceeds as follows: 1) Customer inquiry: As a product of ICF's marketing protocol or through Sourcewell's online product catalog, a customer shows interest in the fleet assessment service offering and contacts ICF for more information. This may be done through various channels such as phone, email, or website. 2) Buy Sourcewell registration: If the school, university, or government agency is not already registered, ICF will direct the organization to a dedicated Sourcewell representative to assist with registration and onboarding. If the organization is already registered, ICF may remind the organization that they can contact their Sourcewell Contract Administration Specialist for questions regarding the solicitation process. 3) Service information and quotation: Once the customer has made an inquiry, ICF will provide detailed information about the fleet assessment service offering, including features, benefits, pricing, terms and conditions, and value additions. A quotation may be provided during this phase. 4) Contracting: Upon agreement, the customer will utilize Sourcewell's legal contracting pathway to issue a purchase order and facilitate payment. 5) Service delivery: After procurement has been finalized, ICF will execute the fleet assessment service and any value additions. A thorough description of the services offered is detailed in the following documentation. 6) Follow-up and feedback: Once the service has been delivered, ICF will follow up with the customer to ensure complete satisfaction and request feedback. ICF values this follow-up to ensure a healthy long-term relationship between the customer and	*
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.	Sourcewell. Additionally, where relevant, referrals may be requested. ICF utilizes a systematic process to guide the customer through the fleet assessment procedure in a clear and seamless manner. ICF's response time is very efficient due to the level of standardization achieved. Over a period of 2 to 3 months, ICF will complete a series of tasks encompassing data collection, assumption verification, potential scenario analysis, preliminary results review, final adjustments, and report delivery. ICF produces credible and vetted results incorporating significant stakeholder engagement and achieving a strategic decision-making advantage for a customer as they consider procurement and transition of their fleet to electric.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	ICF is under contract to implement fleet electrification advisory services programs for utilities across the U.S., including National Grid (MA), Duquesne Light Co. (PA), Baltimore Gas & Electric (MD), Pepco (MD), Delmarva Power (MD), Salt River Project (AZ), Seattle City Light (WA), Consumers Energy (MI), Duke Energy (IN), Eversource (CT), and Central Hudson Gas & Electric (NY). ICF also provides fleet technical support through state and federal programs, including Clean Cities Coalitions, the National Renewable Energy Laboratory's Technical Resource Desk, and Maryland Energy Association. This portfolio of work has enabled ICF to achieve the scale necessary to serve Sourcewell participating entities in the United States. We have grown our team while also continuously improving our processes and tools. As a result, we are well-positioned to serve and grow with demand generated through the Sourcewell channel.	*
		Furthermore, transportation electrification analysis, planning and implementation are key strategic growth areas for ICF's business. Our rapidly growing team has the full support and backing of the company to engage with Sourcewell and its membership throughout the United States. We see a distinct advantage in being able to deliver ICF's services cost-effectively utilizing Sourcewell's group-negotiated rates and streamlined procurement process.	
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	ICF has the ability and willingness to provide best-in-class fleet assessment services to Sourcewell's participating entities in Canada. ICF has been active in the clean transportation space for over 20 years, assessed nearly 55,000 vehicles for electrification within North America, and implemented programs that have electrified over 10,000 non-road fleet vehicles.	
		ICF has a significant clean energy footprint in Canada, including work including electric vehicle and charger-associated projects with the Government of Québec, the Municipal Climate Change Action Centre in Alberta, the City of Edmonton, and the Government of British Columbia. ICF also implements the Canadian Alternative Fueling Station Locator through Natural Resources Canada.	*
00		Electrification analysis, planning and implementation are core services to ICF's business, and there is a beneficial opportunity for Sourcewell customers located in Canada to take advantage of ICF's services cost-effectively by utilizing Sourcewell's group negotiated rates and streamlined procurement process.	
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There is no geographic area of the United States or Canada that ICF will not be fully serving through the proposed contract.	*

34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no Sourcewell participating entity sectors (i.e., government, education, and non-for-profit) that ICF will not be serving through the proposed contract. ICF does not have other cooperative purchasing contracts that limit our ability to promote the Sourcewell contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	ICF does not have any specific contract requirements or restrictions that would apply to Sourcewell participating entities in Hawaii and in US Territories. Furthermore, ICF conducted a Capital Fleet Transition Plan for City of Honolulu.	*

Table 7: Marketing Plan

Line Item	Question	Response *
	Question 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.	ICF's marketing strategy and outreach plan for promoting the proposed Sourcewell contract is detailed through a framework of four sections: 1) Targeting, 2) Go-To-Market Methodology, 3) Marketing Metrics, and 4) Sample Materials. 1) Targeting ICF's targeting strategy encompasses all participating agencies that are eligible to take advantage of Sourcewell's service and likely to own fleet vehicles. This includes education, governmental, and non-profit entities in the US and Canada. ICF will focus on current Sourcewell entities but will also recognize the broader horizon of organizations that may be eligible but have not yet joined Sourcewell. It is inevitable that these organizations will be touched through ICF's marketing and will be introduced to Sourcewell through the marketing process. Through our past experience marketing similar programs and delivering similar services, we have arrived at the following insights regarding key segments for fleet electrification services. - Transit Agencies tend to have low barriers to participation. They typically are looking into the future for electrification and have the budget to move forward with electrification. Staff
		will engage contacts, including the Administrator, Director of Finance, General Manager, and Fleet Manager. - Colleges and universities tend to have low barriers to participation. These fleets can be decentralized, and it may be difficult to get in touch with someone who oversees fleet operations. However, universities tend to look for recognition for their school. Staff will engage with contacts, including the Sustainability department, Director of Maintenance, and Fleet Manager. - Municipalities tend to have low barriers to participation. These fleets are interested in electrification and have vehicles that perfectly fit the transition. Budget constraints can be a big factor and time to dedicate to program participation. Staff will engage contacts, including Town/City manager, DPW Director, Police Chief, Fire Chief, Procurement Officer, Purchasing Director, select board members, and energy & sustainability committees. - State and Quasi-State Agencies tend to have medium barriers to participation. These fleets often have requirements to move toward electrification. Some agencies may potentially be conducting internal fleets assessments already. Staff will engage contacts, including Agency Director, Fleet Manager, and Operations Manager. - Federal Agencies tend to have high barriers to participation. Like state agencies, these fleets may have existing requirements and may be conducting internal incentives. Staff will engage contacts, including Agency Director, Fleet Manager, and Operations Manager.
		2) Go-To-Market Methodology ICF has developed a strategy for channel engagement that lays out our approaches for reaching eligible fleets. The following is a partial list of customer engagement methods that have been successful in our programs.
		Cold Outreach tactics may be the most laborious yet fruitful way to promote the Sourcewell contract with eligible fleets. The team will leverage cold calling, email campaigns, and in-person meetings where feasible to create awareness. Fundamentally, ICF has learned that promotion is a numbers game, so to speak; the larger number of fleet touches made, the more awareness and interest the contract will gather.
		Group scoping meetings and leveraging community associations are another effective way to create contract awareness with the benefit of socializing the contract offering among a large group of relevant fleets with less time in comparison to cold outreach. These engagements typically include an educational presentation by ICF staff detailing topics such as an overview of alternative funding programs, or key considerations of fleet transition, etc. In return for the educational content, the association permits ICF to reasonably state our service offerings.

- I- Cities: Clean Cities Coalitions, National League of Cities
 - Counties: National Association of Counties
- State Agencies: National Association of Clean Air Agencies
- Transit Agencies: National Association of City Transportation Officials
- School Districts: American Association of School Administrators
- Federal Agencies: NREL Center of Integrated Mobility Sciences
- K-12 Education: National Independent Schools Alliance
- Special Education: National Coalition on Personal Shortages in special education and Related Services, Council of Administrators of Special Education
- Charter Schools: National Alliance for Public Charter Schools
- Higher Education: Association of American Universities, National Association of Independent Colleges and Universities
- Hospitals: National Alliance of Healthcare Purchaser Coalitions, American Hospital Association
- Rural Power Cooperatives: National Rural Electric Cooperative Association, Rural Power Coalition
- Nursing Homes: Long Term Care Community Coalition, Moving Forward Nursing Home Quality Coalition
- Housing Authorities: National Council of State Housing Agencies

Marketing collateral and sales enablement materials are another key element of the go-to-market plan. We anticipate developing new collateral to best articulate the cross-promotional value of ICF's fleet advisory services and Sourcewell's streamlined and cost-effective procurement channel. Typically to support our cold outreach and group scoping meetings, we generate a series of materials to be co-branded, which include:

- Brochures/Flyers. A good, concise way of pulling out the important information and laying out how a customer can get involved.
- PowerPoint Presentations. If a customer is interested in what the actual deliverables are or the actual process of the program, this can be very beneficial for them and help the customer realize there aren't a lot of time requirements or items involved. The benefit outweighs the cost.
- Sample Report. Providing a customer with what the deliverable or product of the program will look like can greatly assist in generating that needed interest. Shows the professionalism and level of detail that this program will go in regarding their fleet.
- Program Website or Portal. These websites have additional information and allow the customer to browse all that the utility has to offer. Some websites may have simple calculators or maps the customer can use and help spark interest.
- EV & EVSE 101s. Helps provide ICF's knowledge on the subject and gives the customer something they can rely on when learning about electrification.
- Newsletters & Case Studies. ICF newsletters can give insight into program successes and how other organizations are moving towards electrification.

3) Marketing Metrics

ICF approaches pipeline development in a systematic and data-driven way. This will be an advantage for the high volume of outreach that will be undertaken to develop a robust pipeline for our services under the Sourcewell contract. To ensure that our marketing efforts are on target and to shape continuous improvement, we will establish metrics and goals at the onset of the project. ICF will track customer outreach and progress to the established goals and metrics to promote successful customer recruitment. ICF will establish internal targets for number of leads, number of customer touches, number of scoping calls, and number of participants enrolled. ICF will track each instance of outreach to measure performance against metrics. This tracking will also facilitate an effective campaign by helping ensure alignment of communication between ICF and Sourcewell and ensuring that each fleet is engaged with the correct messaging at the various stages of the process.

4) Sample Materials

The following sample materials have been provided in the document upload section of ICF's response:

- ICF Fleet Advisory Services Overview
- PDF of Fleet Assessment Framework
- PDF of Webinar Slides

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	ICF uses technology and data comprehensively to enhance marketing effectiveness. This includes the use of customer relationship management (CRM) tools, online web platforms, and a variety of data sources to generate leads. ICF uses CRM tools to track the recruitment and participation of a large volume of customers. This allows ICF to manage customer relationships, track progress, and measure results. ICF has configured three alternatives to be used based on the scale of the contract, including Salesforce, Microsoft Dynamics, and Excel. ICF utilizes online web platforms strategically as a recruitment tool, customer intake form, and value-add. For example, ICF has developed a fleet assessment portal that allows customers to learn more about the program and sign up for a free consultation. ICF is currently finalizing the development of an updated platform scheduled for release in 2023. ICF typically uses a variety of data sources to generate leads. These data sources may include Zoomlnfo, ALN data, Rig Dig, and Fleet Seek. ICF also works closely with fleet recruitment staff to draft social media posts/host online events to market programs.	*
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?	ICF looks forward to working with a Sourcewell advisory to learn how to more effectively market within the Sourcewell ecosystem. We also understand and appreciate Sourcewell's ability to create awareness about our contract with their agencies. This assistance will help ICF get up the learning curve and acquire customers sooner than we otherwise would. In the longer term, ICF will welcome any leads that come from the Sourcewell web channel or other Sourcewell marketing campaigns around our services. ICF will integrate a Sourcewell-awarded contract into our sales process in three ways. First, ICF will analyze Sourcewell's member listings and develop a prioritized list of customer targets. ICF will develop a tactical plan for marketing to this new group of customers in an incremental way, learning and adjusting as we go. Second, ICF will leverage the Sourcewell contract for inbound leads coming from our existing geographic footprint, where we offer similar services. For example, we are currently marketing utility fleet programs that cannot serve all customers due to funding and eligibility limitations. The Sourcewell contract will open an alternative path for customers that are willing to self-fund their fleet electrification services. Finally, we will leverage digital channels such as search and social media to directly promote our services via the Sourcewell contract to eligible entities.	*
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.	ICF has implemented instances of lead generation and intake through an online system on behalf of electric utilities. These online systems have been, to date, structured as a program-sponsored portal which provides an ability for a fleet to receive an instant estimate and snapshot of fuel cost, emissions, and environmental equivalency comparisons for class 1-8 internal combustion vs electric vehicles. This information has proven to serve as a key recruiting and outreach component to gain customer interest in the program. Further, participants often have access to a password-protected section of the online system which provides custom messaging, fleet tools, resources, and dashboards. ICF is currently refining an updated digital platform and an in-house development team that has the ability to configure the updated digital platform into an instance that accommodates e-procurement. While fundamentally not an e-procurement ordering process, ICF has implemented online rebate application services for many years and is able to configure complex documentation and form intake with financial, tax, and terms components.	*

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.	ICF has a standard advisory service, as part of its fleet advisory services, designed to help fleet customers recognize and act on opportunities for fleet vehicle electrification, including ad-hoc technical assistance and education. Different fleets will have varying wants and needs from fleet advisory services, therefore, ICF works closely with fleets to customize its advisory services to fit each fleet's needs. All customers will receive support for education and raise their awareness about the opportunity to electrify their fleets, this includes connections with available resources and information around available incentives and grant opportunities and access to fleet EV case studies. In addition to fleet-specific services, ICF has developed optional trainings, as part of its non-standard services, for client customers relating to electric vehicles, electric vehicle supply equipment (EVSE), beneficial electrification, and make-ready infrastructure projects. These trainings can be customized to address the needs of Sourcewell participating entities and can be formally presented through webinar-style informational sessions or simply serve as resources for participating entities. Additionally, other program materials, like a Frequently Asked Questions document, will be developed for participating entity reference.	*

Describe any technological advances that your proposed products or services offer.

The Fleet Assessment Model, an ICF proprietary tool, will be used to complete the fleet assessments for Sourcewell participating entities. ICF's Fleet Assessment Model offers an option to identify which existing vehicles offer the most cost-effective EV replacement opportunities over time. When determining the recommended vehicle replacement schedule, ICF will start with vehicles that are the most cost effective to replace while also staying mindful of the complexity and difficulty associated with replacing certain use cases, such as vehicles that remain mission-critical for a fleet. We will optimize our analysis to recommend replacement with battery electric vehicles (BEVs) where possible, and where BEVs are not feasible, we will identify plug-in hybrid vehicle (PHEV) replacement options. We will use this insight to advise fleets when it makes sense to wait for certain zero-emission vehicle options to become available or when other approaches, such as fleet rightsizing or using an alternative mode of transportation, may be more suitable. If a customer prefers another or an additional fleet electrification scenario, such as 100% electrification or fleet electrification within a specific timeframe, ICF can tailor the model to provide the fleet the information it needs to plan a successful electrification transition.

The Fleet Assessment Model is supported by our extensive EV Library. There are over 600 EV models in ICF's EV library. This enables our analysts to assess a fleet's vehicle types and range requirements, to compare TCOs across multiple options, and recommend optimal replacement models. While our EV acquisition recommendations are based on the model with the lowest TCO available that fits a fleet's needs, there may be additional EV models within the same price range. These vehicles are also included in the analysis so a fleet can understand all their electrification options. This library is continuously updated to reflect the current EV market.

Participating entities engaged in fleet advisory services will be tracked in ICF's Journey Manager customer relationship management (CRM) tool, a Salesforce software. The Journey Manager CRM tool will allow the team to easily send communications to participating entities, including important information such as fleet data needs, follow-up questions to better understand a fleet's expression of interest, and offers for one-on-one assistance for a customer to successfully move through the fleet assessment process. ICF's Journey Manager CRM will provide consistent documentation of engagement activities, automated workflow for follow-up, and integration with any dashboard data sources. Journey Manager also generates a customer engagement dashboard that shows the program interest pipeline and how many participating entities are in each stage of the fleet assessment process. These engagement dashboards can be shared with Sourcewell on a regular basis to maintain high visibility into participating entity participation in the fleet advisory services.

Describe any "green" initiatives or Environmental, Social, and 42 Governance (ESG) values that relate to your company or to your products or services, and include a list of the certifying agency for

Mounting global health, social, and environmental challenges require quick, positive change. As a firm whose very purpose seeks to make the world a better place, ICF is taking meaningful, deliberate actions for our people, our planet, and the communities around us. In our latest Corporate Citizenship Report, we share how we're minimizing our carbon footprint while continuing to set the bar with our greenhouse gas emissions reduction goals. Additionally, ICF outlines how it is supporting more equitable, healthy, and resilient communities—both through our giving and in our work. Highlights from ICF's 2021 Corporate Citizenship Report include:

- ICF's carbon neutrality since 2006.
- 100% renewable electricity for global operations via renewable energy certificates.
- 93% reduction in greenhouse gas emissions per employee since 2013 baseline.

Please refer to the 2021 ICF Corporate Citizen Report included in the document upload section of ICF's response for more information.

We offer our support of Energy Star as an example of our dedication to the highest level of environmental work:

ICF has been there every step of the way, supporting the U.S. Environmental Protection Agency (EPA) on this flagship voluntary climate and energy efficiency program since its inception—bringing proven experience in engineering, marketing, and program administration services for residential and industrial programs. Each product that earns the label is independently certified to deliver efficiency, performance, and savings to consumers. ICF provides ongoing support and best-in-class expertise in helping the EPA implement this program. When a new product is considered for inclusion in the program, the EPA starts by assessing if it is technically and economically viable to produce energy savings. ICF provides a scoping study to see if it meets the parameters that the EPA defines, such as the cost and the availability of the product. In close coordination with the EPA, ICF then engages directly with the manufacturers to get the ENERGY STAR label on their certified products. ICF also works with retailers and utilities to help promote the products so consumers know that they exist-including development of the language that is part of all ENERGY STAR signage. This stakeholder engagement is part of the "secret sauce" to encourage broad adoption of this voluntary program—and, ultimately, to the market transformation resulting from the ENERGY STAR program.

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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.	In response to the need for urgent climate action, we're helping lead the transition to a low-carbon economy. As the first professional services firm in the world to reach carbon-neutral status in 2006, we continue to set goals, measure, reduce, and offset our carbon emissions. Today we're among the top 1,500 companies to set a science-based target, an approach to a zero-carbon economy that boosts innovation and drives sustainable growth. The following achievements are highlighted in ICF's 2021 Corporate Citizenship Report: - Science-based Greenhouse gas reduction target approved by SBTi. - 2021 CDP Climate A List: Top 2% of global climate disclosers, leading the way to a net-zero future (top 2% of 12,000 companies reporting on climate change—only 200 companies made the list). - In 2021, ICF was recognized with a Climate Leadership Award by The Center for Climate and Energy Solutions (C2ES) and The Climate Registry.
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.	ICF regularly delivers programs with teaming partners that identify as Women or Minority Business Entities (WMBE) and Small Business Entities (SBE). ICF understands that partnering with WMBE and SBEs enhances program delivery, bringing together diverse perspectives and experiences so programs are not only successful but inclusive. For example, a major focus of program delivery for the Seattle City Light transportation electrification team is the partnered work ICF delivers to the City of Seattle with its WMBE partners. Elcon Associates Inc., Akana, Skellenger and Company, Kambo Energy Group, and Rouj Energy Analytics are all sub-contracted across the portfolio to ensure robust program delivery. This delivery includes the Seattle City Light Fleet Electrification Program that provides fleet advisory services to customers, much like ICF plans to offer to Sourcewell's participating entities.
		ICF shares Sourcewell's view of the importance of integrating diverse supplier participation as we, too, over 50 years ago, were once the Inner City Fund (ICF) and benefitted from mentorship and inclusion. We have a strong history as a prime contractor successfully identifying, contracting with, and managing diverse suppliers that have the skills and local experience to deliver on the objectives of a program or programs. For example, ICF has worked with Baltimore Gas & Electric over the past eleven years to identify and add numerous trusted, diverse suppliers to our team to support our energy efficiency program implementation efforts there. These efforts have been recognized by the Greater Baltimore Committee (GBC), the region's premier organization dedicated to improving the business climate in Greater Baltimore. In late 2019, the GBC presented ICF and Maryland Energy Advisors, one of our key DBE partners, with the "Bridging the Gap Achievement Award" for fostering relationships between minority and women-owned businesses.

ICF has been including in Forbes' 2021 List of America's Best Employers for Diversity https://www.forbes.com/lists/best-employers-diversity/?sh=5ec699396468

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?

ICF joins Sourcewell in its understanding of the important role that fleet advisory services play in maximizing the benefits of transportation electrification investments for its participating entities. Through a combination of our electrification program experience and our deep expertise in clean transportation solutions, ICF developed its Fleet Electrification Assessment offering, which we currently implement for utilities across the country for their public customers like municipalities and universities.

ICF is the ideal partner to implement Sourcewell's Fleet Electrification Transition Planning, Management, and Related Services contracting solutions for use by its participating entities. Our reputation and expertise in fleet advisory service (FAS) program design and implementation, EVs and charging infrastructure, and customer engagement provide numerous benefits to Sourcewell. ICF knows from experience how to talk to fleets to ensure that they are engaged in the FAS process, have organizational buy-in on the benefits and will see the process through to vehicle and charging procurement when ready. ICF is constantly learning through our engagements with utilities and fleets to design, support the regulatory review of, and implement FAS programs across the range of customer segments.

ICF is a leader in fleet electrification assessments. ICF has assessed nearly 55,000 light-, medium-, and heavy-duty vehicles while conducting electrification assessments for more than 150 fleets. We have developed a robust fleet electrification decision support tool to help customers identify vehicle electrification opportunities, calculate total cost of ownership (TCO), and quantify greenhouse gas (GHG) reduction potential.

We are an industry leader in electric vehicles and charging infrastructure. ICF has been a presence in the clean transportation industry for decades, and we have had a front row seat for the rise of today's EV and charging industry. Given our high level of activity in the transportation electrification industry, our network of partners is large and broad, covering the entire EV ecosystem, which includes manufacturers, technology providers, government agencies and laboratories, academia, fleets, and others. With ICF, Sourcewell participating entities gain access to the team's expertise, bandwidth, and insights, which will be valuable as this program evolves.

We incorporate diversity, equity, and inclusion (DEI) in program implementation to ensure equitable delivery. ICF assesses its program implementation practices ensuring alignment with customer DEI goals. For example, using our proprietary DEI Lens tool, ICF helped exceed National Grid's DEI goals by achieving 88% participation by fleets serving/operating in designated environmental justice communities.

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?	ICF shall perform the services, as defined in the contract, utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions. As we are offering professional consulting services, warranties are not applicable.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranties do not impose usage restrictions or limitations that adversely affect coverage. As we are offering professional consulting services, warranties are not applicable. Subject to payment in full and to the terms of the contract, ICF grants the client a non-exclusive, non-transferable, perpetual license to use the deliverables provided for the client's internal business purposes.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	As we are offering professional consulting services, warranty repairs are not applicable. In the event that a client requests that we travel to their site as part of the scope of work, costs will be provided and pre-approved as per our agreement.	*
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?	As outlined in Response 48, warranty repairs are not applicable. There are no geographic regions of the United States or Canada that ICF cannot service.	*
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?	ICF does not manufacture items and does not include items from other manufacturers as part of our proposal.	*
51	What are your proposed exchange and return programs and policies?	For any deliverable which is not accepted, the Sourcewell client's exclusive remedy, and ICF's entire liability, shall be the re-performance of the services.	*
52	Describe any service contract options for the items included in your proposal.	As a professional consulting firm, we offer a variety of service contract options for the items included in our proposal. These options are designed to meet the specific needs and budget of our clients. We may provide both short-term and long-term contracts, as well as hourly and project-based billing structures.	*

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 *	
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	To	
53	Describe any performance standards or guarantees that apply to your services	Each fleet assessment completed by ICF goes through several rounds of review, beginning with the Fleet Assessment Model's built-in quality assurance tools. ICF has developed a Fleet Electrification Assessment Model Guide that describes how each ICF team member is expected to review each phase of the fleet assessment process and how a participating entity is closely involved through the process to ensure that their fleet is appropriately reflected in the analysis. Additionally, the EV library used in ICF fleet assessments for EV comparisons is continuously updated by ICF's team of EV experts to ensure that the library is an accurate depiction of the evolving EV market.
		Each participating entity participating in a fleet assessment will receive a program expectations document that outlines participating entities' responsibilities and program participants. This ensures that the high standard set by ICF to deliver quality fleet assessments to each Sourcewell participating entity is met, along with the timely delivery of the final fleet assessment. Participant requirements outlined in this expectation document may include: 1. Project Timeline: Review and commit to the project timeline. 2. Staff Time: A commitment of staff time for Program activities. Participant staff
		will be responsible for providing fleet data, responding to data questions from the ICF team, and providing feedback. 3. Project Lead: Identify a project lead to serve as ICF's point of contact and respond to inquiries in a timely manner. If the project lead leaves the organization before project end, it is [PARTICIPATING ENTITY]'s responsibility to identify new contact and notify ICF. While the project lead will serve as the primary point person for ICF, [PARTICIPATING ENTITY] should involve all organization decision-makers in
		the data collection and report delivery process. 4. Fleet Data: Gather and share, to the extent possible, fleet data as requested by ICF. This will include fleet operations and maintenance information, as well as vehicle attributes and duty cycle data. 5. Analysis Presentation: Schedule and participate in a call with ICF to deliver the fleet assessment analysis, discuss any questions, and provide feedback. 6. Feedback: Provide feedback on the Program through a customer survey to help improve the customer experience. [PARTICIPATING ENTITY] agrees to allow ICF to publicly share Program feedback collected through the survey and other Program communications. 7. Status Updates: Provide updates to ICF on the fleet's progress towards its electrification goals.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	8. Report Sharing: Allow ICF to share [PARTICIPATING ENTITY]'s fleet assessment report and report refreshes publicly, as appropriate. ICF understands the importance of delivering high service standards and maintaining Sourcewell participating entity satisfaction. As part of our commitment to continuous improvement, ICF will seek feedback from fleet customers throughout the life of the fleet advisory services offered to Sourcewell participating entities. To mitigate customer concerns and maintain the high level of customer satisfaction that ICF is known to deliver, there are multiple customer touchpoints throughout the fleet advisory services offering that are standard policy for our offering. Our team will capture key data points during interactions within the customer relationship manager (CRM) with each participating entity. This data will help ICF understand where customers experience friction along their fleet assessment journey and give the ICF team the information needed to address this friction as well as mitigate similar potential friction for other participating entities moving through the fleet advisory services process. These touchpoints are also a welcome opportunity for a participating entity to express questions or concerns they may have, and the ICF team will immediately work to address these to the participating entity's satisfaction, ultimately resulting in a fleet assessment that the participating entity will be more than satisfied with.
		The ICF team tracks fleet assessment timelines in Smartsheet, a project management software. This tool informs the ICF team on target delivery dates and touchpoints for each fleet advisory service customer, ensuring the timely receipt of key deliverables to customers. The ICF team is on-call to address concerns participating entities may have regarding their fleet assessments and can adjust recommendations to fit the fleet's needs at any point. The ICF relationship with participating entities will be ongoing, and ICF will make clear to participating entities that it is available at any stage of the fleet assessment process to discuss a fleet's needs.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	ICF requests payment in full within 30 calendar days of the invoice date (Net 30). We reserve the right to impose a late fee of 1.5% per month on outstanding invoice balances. ICF will accept payment by cheque or Electronic Funds Transfer.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	We do not offer leasing or financing options for our professional services.	*
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.	ICF will provide a written scope of work that describes tasks, schedule, and budget to use in conjunction with an awarded contract. A sample scope of work will be uploaded in the document upload section of this response.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	As general practice, ICF will not accept or establish a P-card procurement and payment process nor accept credit card payments. ICF may accommodate payment requests of this nature on a case-by-case basis, depending on need and scale.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If	ICF's pricing structure for fleet-related services is designed to be clear and easy to understand. We use a firm fixed price fee arrangement for the standard offering, with a time and materials optional or non-standard support structure.
	applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	To calculate the labor effort required for each project, we use hourly labor rates assigned to the personnel involved. Various factors influence the total cost, such as the diversity of vehicle types, the number of sites, the geographic footprint, and the level of sensitivity testing and scenario evaluation required by clients. We have attached our Pricing and Labor Fee Schedule for the non-standard services offered under this contract.
		Our goal is to provide our partners with transparent and predictable pricing, and we are confident that our proposal will result in significant cost savings for our Sourcewell participating entities.
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.	ICF recognizes the importance of delivering high-quality services at an affordable cost, particularly in today's economic climate. Therefore, ICF is pleased to propose deeply discounted hourly rates for all Sourcewell contracts. This proposal includes a 15% discount on the fixed price of the fleet electrification assessment resulting in a substantial cost savings for our clients. Additionally, ICF will offer Sourcewell participating entities a deep discount on labor rates for non-standard offerings, utilizing GSA negotiated rates which represents a 10-30% discount from ICF's commercial rates.
		ICF is committed to providing high-quality services to our clients at an affordable cost. We are confident that our proposal of deeply discounted prices will provide significant cost savings and greater predictability in pricing for our clients.
61	Describe any quantity or volume discounts or rebate programs that you offer.	ICF provides 2% discount on orders equal to or exceeding \$1 million.
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.	We understand that there may be occasions where our clients require contracting of open market services outside of the standard options available through the Sourcewell contract. To facilitate these non-standard options, our process involves developing a task order to clearly define the project requirements, which includes clarifying the necessary market costs and labor through a statement of work, estimating the required level of effort, and developing a time and materials price based on the discounted labor rates provided through the Sourcewell contract.
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All elements of the total cost of acquisition are included in the pricing submitted with our response.
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Not applicable. ICF's service offering does not require freight, delivery, or shipping.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Not applicable. ICF's service offering does not require freight, delivery, or shipping.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable. ICF's service offering does not require freight, delivery, or shipping.

Table 12: Pricing Offered

Line	The Fricing Ottered in this Fronosal is	Comments
Line Item 67	The Fricing Ottered in this Fronosal is	The pricing structure we have proposed for Sourcewell clients is more favorable than what we typically offer to GPOs, other procurement organizations, or state purchasing departments. We are offering three mechanisms to achieve cost savings: discounted fixed price standard offering, discounted hourly rates for non-standard offerings, and waiving the general and administrative fees associated with travel expenses. We understand that cost is an important consideration for our clients, and we want to provide transparent and fair pricing while maintaining high-quality services. Therefore, the pricing for our standard fleet-related service is based on a Lump Sum fee arrangement, with the specific fee for non-standard offerings determined by the client's Scope of Work and project schedule constraints. The labor effort required for each project is calculated based on the hourly labor rates assigned to the personnel involved, informed by years of task-level data from successfully executed projects. Additionally, expenses such as travel, lodging, food, and
		other specialty items necessary to fulfill the work scope are estimated and incorporated into the pricing.
		We also recognize that some clients may require non-standard options, and we are prepared to facilitate these requests through a task order, a statement of work that clarifies required labor, and an estimated level of effort with a time and materials price based on discounted labor rates provided through the Sourcewell contract.

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.	To ensure compliance with our Sourcewell contract, ICF will implement a comprehensive self-audit process that includes measures to guarantee that participating entities receive the correct pricing, that all sales made under the contract are accurately reported each quarter, and that the appropriate administrative fees are remitted to Sourcewell. Additionally, we will consolidate all Sourcewell contracts through a single point of contact for Sourcewell, who will oversee pricing and project setup to ensure transparent communication, proper contract execution, discounted rates utilization, and top-notch service provision. To track all interactions with Sourcewell clients and details of project work, we will deploy an internal customer relationship management tracking mechanism. Regarding quarterly sales reporting, we will provide Sourcewell with sales data that includes the quantity and market value of each sale, the discounted value of each sale, and the remittance value of the administrative fee payable to Sourcewell. ICF is committed to upholding the terms of our contract and maintaining a high level of transparency and accountability in our business practices.
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.	We take our commitment to success under the Sourcewell contract very seriously. To ensure we are continuously meeting and exceeding our goals, we have established a diligent system of cascading key performance indicators (KPIs) to measure our progress. Our Tier 1 KPIs will include metrics of gross revenue, costs, and margin, which will be monitored closely to ensure that we are on track to deliver the highest quality service at the most competitive price point. We will also prioritize the collection of qualitative feedback from Sourcewell and their clients to ensure that we are meeting and exceeding their expectations. Our Tier 2 KPIs will include monthly, quarterly, and annual forecasts, which will allow us to continually assess our progress and make any necessary adjustments to our marketing approach. Our Tier 3 KPIs will include a range of metrics tied to building our pipeline and recruiting new participants through our go-to-market strategy. These may include metrics such as spend for marketing, number of scoping calls, and number of webinars, which will allow us to continually refine our approach and maximize our impact under the Sourcewell contract.
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.)	ICF will pay a fee of 2.25% of our gross revenue under the Sourcewell Contract to Sourcewell for facilitating, managing, and promoting the Contract. This fee is not a line-item addition to the participating entities' cost of goods and will be paid directly to Sourcewell. Our justification for the calculation of this fee is that it covers the costs associated with Sourcewell's services and enables them to continue to provide valuable procurement solutions to their participating entities while also providing, with consideration to the discounts described in Q60, satisfactory profitability to satisfy ICF's business requirement. We are committed to upholding the terms of our Contract and ensuring transparency and accountability in our business practices, including payment of all required fees.

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

Line Item	Question	Response *
	are offering in your proposal.	Executive Summary ICF's Fleet Advisory Service provides end-to-end fleet electrification transition advisory and planning solutions that informs fleet managers and their leadership teams about the feasibility and impacts of fleet vehicle electrification. The focus of ICF's Fleet Advisory Service is a technical assessment that results in a customized electrification plan, including vehicle and charging station acquisition recommendations, estimated total cost of ownership (TCO) savings, environmental

benefits, incentive identification, energy impacts of the fleet electrification plan, and an EV implementation roadmap. We understand that each fleet assessment is incredibly unique based on the Participating Entity's business, regulatory, and operational requirements. ICF brings a dynamic team that understands the local and national fleet landscape and is ready to meet fleets where they are in terms of data collection and exposure to fleet electrification.

Introduction

ICF joins Sourcewell in its understanding of the important role that fleet advisory services play in maximizing the benefits of transportation electrification investments. ICF pioneered fleet electrification advisory services with its non-road beneficial electrification programs, which have generated substantial benefits for utilities and Participating Entity's operating fleets of forklifts, refrigerated trucks, and other material handling equipment. Through a combination of our electrification program experience and our deep expertise in clean transportation solutions, ICF developed its Fleet Electrification Advisory Services, which we currently implement for National Grid, Duquesne Light Company, Consumers Energy, Seattle City Light, Duke Energy Indiana, Central Hudson Gas & Electric, Eversource, and other utilities. As Sourcewell embarks on this new journey alongside its participating entities, it will be essential to:

- Build upon the relationships already established with participating entities that have shown interest in electric vehicles.
- Quickly identify and engage participating entities that are likely to benefit from electric vehicles in the near term.
- -Clearly set fleet expectations and obtain buy-in at every stage from the participating entity operating the fleet to maximize the impacts of the program.

ICF is the ideal partner to implement Fleet Advisory Services (FAS) through a Sourcewell procurement contract. Our reputation and expertise in FAS program design and implementation, EVs and charging infrastructure, and Participating Entity engagement provide numerous benefits to your organization. ICF has assessed nearly 55,000 light-, medium-, and heavy-duty vehicles while conducting electrification assessments for more than 150 fleets. We have developed a robust fleet electrification decision support tool to help Participating Entities identify vehicle electrification opportunities, calculate total cost of ownership (TCO), and quantify greenhouse gas (GHG) reduction potential. We continuously improve our engagement, delivery, and support of Participating Entities through fleet electrification assessment reports.

ICF's Fleet Advisory Services help fleets capture the full benefits of electrification for all of their stakeholders by quantifying the potential impacts of electrification, designing a custom EV deployment roadmap, and supporting each participant's electrification journey with technical advisory. To support participating entities, the fleet assessments will focus on identifying specific opportunities for electric replacements within the Participating Entity fleet and on estimating total cost of ownership (TCO) and GHG savings associated with the specific EV recommendations. The fleet assessments will incorporate fleet vehicle operational characteristics, such as daily mileage, fuel and maintenance expenses, retirement schedule, and vehicle use cases, to identify the existing vehicles that are best suited for replacement with an EV.

Participating Entity Experience

The Fleet Advisory Service Participating Entity experience includes Kickoff, Participating Entity Intake, Data Collection, Analysis, Report Delivery, and Ongoing engagement.

Kickoff Discussion

The Participating Entity intake process begins with a kickoff discussion in which ICF will summarize the service offerings, objectives, processes, and level of support that ICF will be able to offer the fleet through their EV journey. The kickoff call will occur within 1 week of initial fleet interest. ICF will set expectations about the level of effort required from the fleet to participate in the analysis. While ICF's Fleet Advisory Services are designed to meet fleets where they are in terms of data collection and exposure to fleet electrification, fleets need to understand the minimum analysis data requirements, an approximate time investment, and schedule of deliverables prior to participation. The minimum data requirements are a list of the types and quantities of their existing vehicles. All other data fields or vehicle attributes improve the analysis but are not required to provide a robust fleet electrification assessment. The estimated time commitment from each participating entity is 5-7 hours throughout the 2-4 month fleet assessment process. To facilitate a shared understanding of analysis requirements, ICF will utilize a non-binding fleet expectations document that outlines the requirements. The document provides organizational directives and approval to participate in the analysis and can help expedite client approvals and data gathering.

No later than 1 business day after the kickoff call, ICF will provide the fleet with a

data collection form that prioritizes the data fields based on the impact each field will have on the analysis results. ICF understands that fleets may not have the capacity to collect and input data into the data collection form, so fleets may send their data in any format, and ICF will reformat the data to facilitate a discussion about the available data.

Participating Entity Intake Interview

Once the kickoff discussion is complete and the fleet expectations document is signed, ICF will schedule a Participating Entity intake interview. ICF aims to schedule the interview within 2 weeks of receiving participant data. The call will include a discussion about fleet data availability and establish a working relationship between ICF's fleet advisory team and the fleet Participating Entity. Before the intake interview, ICF will review the initial data collected from the fleet and populate the Intake Form. The Intake Form includes a prioritized matrix of attributes to facilitate a discussion about the available data by highlighting data gaps and proposing assumptions to fill the gaps.

During the intake interview, ICF will determine what remaining data the fleet has available and establish a timeline and mechanism for data transfer. Where fleet data is not available, ICF will propose proxy values from our vehicle model library to fill these gaps. The intake interview is also an opportunity for the fleet advisory team to understand key qualitative characteristics and background to help the Participating Entity develop an actional road map to EV deployment. ICF will capture key Participating Entity context that is not included in initial data, such as fleet goals or procurement requirements, in order to customize the analysis to meet the unique needs of each fleet.

Data Collection

ICF's methods and tools have been built so that no matter how detailed or sparse a Participating Entity's data; we can provide a robust analysis of their fleet. To generate a robust analysis, our team needs a list of the types and quantities of their existing vehicles. All other data fields or vehicle attributes improve the analysis but are not required to provide a robust fleet electrification assessment. We maintain a significant library of vehicles, use cases, proxy values, and local assumptions that are reviewed with the fleet Participating Entity and incorporated into the analysis where needed.

ICF coordinates a simple process for the Participating Entity to transfer their fleet data. Our process minimizes the time and effort required of the participant while capturing the data points needed to produce an accurate and tailored assessment. During the data collection process, which typically takes 2 weeks, ICF checks in regularly with the Participating Entity to assist and offers one-on-one support if the Participating Entity has any trouble with the transfer. Once ICF receives the Participating Entity fleet data, ICF will scrub the data, generate clarification questions, and seek alignment on any proxy values for data points not provided by the Participating Entity.

ICF takes IT and data security seriously, as we are routinely entrusted with sensitive information. ICF's approach to security is based on ensuring data privacy is protected at all times, including while data is in transit, at rest, and displayed in deliverables. We encrypt all data prior to transfer across any network infrastructure and use secure network protocols during transmission (such as Secure File Transfer Protocol and PGP). We also implement database-level encryption for database tables and use role-based security to control all access to Participating Entity data. We have a corporate Information Security Officer (ISO) and a dedicated data protection team who are responsible for ensuring compliance with security best practices, maintaining written policies and procedures, and educating staff, partners and clients on effective measures for the handling, storage, and encryption of data.

Analysis

Following Participating Entity delivery of available fleet data and alignment on assumptions, ICF imports the data to our proprietary fleet assessment model. ICF's fleet electrification analysts will assess the fleet's existing vehicles and usage profiles, estimate a vehicle retirement schedule, identify EV equivalents, and run TCO comparisons. They will then provide specific make and model EV recommendations for each vehicle. ICF's recommendations will align with Participating Entity operations, procurement requirements, and current EV market availability. ICF maintains a significant library of over 600 light-, medium-, and heavyduty EV models and their specifications that informs each EV recommendation.

ICF will also assess the EVSE required to support the recommended EVs. The determination of charger type and kW output level is made based on EV range, EV efficiency, daily mileage, and time available to charge between shifts and at night. ICF uses EVSE cost assumptions that scale based on charger output levels and capabilities. For example, additional EVSE hardware and installation costs are added for participating entities that require networked chargers. ICF's model may

recommend EVSE with kW output levels as low as 3 kW or as high as 350 kW.

The final step of the analysis includes a thorough review of the model's inputs, calculations, and outputs to ensure accuracy. ICF's quality assurance process ensures that each analysis is robust, accurate, consistent, and high quality. Each fleet assessment completed by ICF goes through several rounds of review, beginning with the Fleet Assessment Model's built-in quality assurance tools. ICF has developed a Fleet Electrification Assessment Model Guide that describes how each ICF team member is expected to review each phase of the fleet assessment process and how a participating entity is closely involved through the whole process to ensure that their fleet is appropriately reflected in the analysis.

Fleet Assessment Model

At a high level, ICF's fleet assessment model framework includes inputs, calculations, and outputs.

Inputs include Participating Entity fleet data and a variety of assumptions that we have developed to help fill in data gaps. As much as possible, we try to collect and use vehicle and operational data that is specific to a participant's fleet. Examples of useful participant fleet data include vehicle makes and models, daily or annual mileage, fuel and maintenance costs, retirement schedules, and location data. Where fleet data is not available, ICF incorporates open-source assumptions pulled from government and other industry-leading entities such as the Argonne National Lab, the Department of Energy, the Energy Information Administration, the Alternative Fuels Data Center, and the International Council on Clean Transportation.

ICF has also developed several assumption inputs that are adjustable to meet the unique needs of each fleet. These adjustments include:

- Temperature impacts on a range
- Fleet procurement preferences
- TCO recommendation threshold
- NPV discount rate
- Electric utility rates, including TOU rates
- ICE fuel prices
- Battery degredation impacts
- Time available to charge
- EVSE type and capability preferences
- Vehicle-to-charger ratio
- Vehicle ownership or lease terms
- eGrid regional emission factors
- Replacement vehicle manufacturer and capability preferences

Total cost of ownership (TCO) calculations compare the costs of replacement ICE vehicles with equivalent EV models for each vehicle in the participant's fleet. TCO calculations include vehicle capital costs, fuel costs, and maintenance costs. For EVs, TCO calculations also include charging infrastructure hardware costs, charging infrastructure installation costs, and potential EV or EVSE grants and incentives. EV TCO calculations incorporate current EV pricing, availability, and capability by leveraging ICF's data library of over 600 light-, medium-, and heavy-duty EV models. The fleet assessment model accounts for changes in capital costs, vehicle efficiency, fuel costs, and maintenance costs over time using projections from the US Energy Information Administration.

The fleet assessment model quantifies the potential GHG emission reductions of the recommended EVs using ICE vehicle and EV efficiency data, charging requirements, and regional grid emissions. While EVs are widely accepted as zero-emission vehicles, ICF acknowledges that EVs leverage grid electricity with varying levels of emissions, so we have developed our analysis methodology to incorporate regional grid emission factors.

The Fleet Advisory Services deliverables that ICF provides include an analysis results PowerPoint presentation, a fleet assessment report, and a fleet recommendations Excel file with an interactive dashboard.

Following QA/QC of the fleet assessment model results, ICF schedules and conducts a call to review the initial results of the analysis during a PowerPoint presentation. Fleet engagement is encouraged during the call to refine recommendations and make sure the analysis fits the unique needs of each fleet. The fleet has up to 2 weeks to review the initial results and provide feedback. ICF then incorporates the fleet's feedback, finalizes the analysis results, and drafts the Fleet Assessment Report.

Within 4 weeks of the PowerPoint delivery call, depending on model adjustment, ICF will schedule a time to deliver the fleet assessment report to the Participating Entity. ICF will present the report, walk through the findings, and answer background or follow-up questions the Participating Entity may have about the report or other

		aspects of electrification. Each Fleet Assessment Report will focus on identifying specific opportunities for electric replacements within the Participating Entity fleet and on the estimated total cost of ownership (TCO) and GHG savings associated with the specific EV recommendations. The reports will include tailored EV and EVSE recommendations, potential financial savings and emission reductions, in addition to the following information: i) Executive Summary ii) Current Fleet Summary iii) Existing Retirement Schedule iv) Excluded Vehicle Types v) Assumptions Used in the Analysis vi) EV Recommendations vii) Cumulative TCO Analysis viii) Per Vehicle Financial and Emissions Impact Analysis ix) EV Conversion Roadmap x) Annual and Cumulative Fleet Financial Analysis ixi) EV Charging Best Practices xiii) EV Infrastructure Type and Location Recommendations xiiii) Utility Rate vs. ICE Fuel Cost Comparison xiv) Available Incentives and Funding Sources xv) Fleet Emissions Impact Analysis xvi) EV Model Comparison of Available Models with Similar TCO xvii) Non-Road Equipment Feasibility Analysis xvii) Non-Road Equipment Market Summary xix) Non-Road Equipment Market Summary xix) Non-Road Equipment Report and PowerPoint presentation, ICF provides each fleet with an Excel file that includes vehicle-by-vehicle recommendations and an interactive dashboard. ICF estimates that each fleet assessment will take approximately 3 months to complete from intake to delivery. Analyses may take as little as 2 months or as long as 4 months depending on participant engagement, call scheduling, and the timeliness of participant feedback.
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	ICF offers a variety of solutions, listed below, with varying levels of service and detail to meet fleets where they are in their electrification journey: Management, Professional Services, Management Consulting, Engineering Services, Implementation Services, Incentive Identification, Incentive Processing, Training and Education, Financial Analysis, Total Cost of Ownership Analysis, Operations and Management Analysis, Environmental Analysis, Fleet Management Services, Fleet Advisory Service, Fleet Assessment, Feasibility Assessment, Electric Vehicle Planning, Strategic Roadmap Development.

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	© Yes C No	To understand the feasibility of fleet electrification for their fleet, each participating entity will receive the following deliverables: - Summary presentation in PowerPoint format - A detailed report that includes: - Executive summary - Estimated financial and emissions impacts over the vehicle lifetimes - Assumptions used in the analysis - Recommended EV acquisitions based on the participating entity's vehicle retirement schedule and EV/ICE vehicle total cost of ownership (TCO) - Annual and cumulative financial and emission impact analysis - Per vehicle EV recommendations with financial and emissions impacts - EVSE recommendations based on battery size and available charging timelines - Available incentives and grants along with eligibility criteria and timelines that may offset costs of equipment, EVSE, or infrastructure deployment - EV model comparison of available models with similar TCO - Fleet emissions impact analysis - Frequently asked questions - Next step roadmap for electrification - Detailed Excel supplement file that contains all vehicle and fleet characteristics and assumptions used in the modeling Additionally, ICF staff will be on-call for participating entities who participate in the program to answer any questions relating to fleet electrification planning and feasibility. These advisory services will also include technical assistance to enable strategic fleet electrification. Support can be tiered depending on how close the participating entity is to initiating a fleet electrification project and the level of assistance the participating in their fleet electrification journey.	*
74	Total cost of ownership (TCO) assessments	© Yes ○ No	ICF's fleet electrification analysts will assess the participating entity's fleet existing vehicles and usage profiles, estimate a vehicle retirement schedule, identify EV equivalents, and run total cost of ownership (TCO) comparisons for EV equivalents for each fleet vehicle. There are over 600 EV models in our EV library that we assess across a fleet's vehicle types and range requirements to compare TCOs and recommend replacement models. While our EV acquisition recommendations are based on the model with the lowest TCO available that fit a fleet's needs, there may be additional EV models within the same price range. These vehicles are also included in the analysis so a fleet can understand all of its electrification options.	*

75	Strategic roadmap development	© Yes	Participating entities that participate
1'3	Otrategic Toadinap development	C No	in the fleet advisory services will
		O NO	receive a comprehensive report that
			provides an actionable roadmap for
			deploying EVs in their fleets, with
			, , ,
			content including specific EV make
			and model replacement
			recommendations for existing fleet
			vehicles, total cost of ownership
			comparisons, emissions comparisons,
			charging solutions, alternative funding
			information, etc. This roadmap gives
			specifics regarding replacement
			timelines and what vehicles should
			be replaced when, to maximize total
			cost of ownership (TCO) savings and
			environmental benefits.
			Additionally, the fleet assessment
			customer journey is well documented
			for participating entities who
			participate in the fleet advisory
			services. The program roadmap for
			participating entities that participate
			in fleet advisory services includes the *
			following steps:
			- Participating entity's fleet is
			assigned to ICF program team
			- ICF will engage members of the
			participating entity's organization
			through a kickoff discussion
			- ICF will provide an introduction and
			data request via email
1			- The participating entity will provide
			initial data through the ICF data
			request form
			- The participating entity will
1			participate in an intake interview
1			hosted by ICF
			- The participating entity will sign off
			on key data and assumptions
			- The participating entity will
			participate in an analysis delivery call
			- The participating entity will provide
			feedback on the analysis
			- The participating entity will receive
			their final fleet assessment report.
			- ICF will offer ongoing engagement
J			to participating entity.
-		•	•

76	Implementation and management services, including Incentive identification and processing, Subscription or as-a-service, Acquisition, Installation, Integration, Charging management, Repair and maintenance, and Telematics. (Identify the types of services included in your proposal in the "Comments" field).	G Yes	ICF includes incentive identification as part of a typical fleet electrification assessment. ICF maintains a library of incentives at the national-, state-, local-, and utility-level that is leveraged for each fleet assessment. ICF will provide each participating entity with a comprehensive list of applicable incentives, including which EV or EVSE costs are eligible for funding, the deadlines for applications, and a description of how the incentives were incorporated into TCO calculations. ICF has the capability to work with telematic fleet data if participating entity fleets already use a telematic service provider. Upon collection or receiving data from fleets, ICF can conduct a thorough analysis of the telematics data to extract the needed information (e.g., daily mileage, real world fuel efficiency, EV equivalent energy consumption, dwelling time, etc.) that will be used as inputs into our fleet assessment model to provide EV replacement recommendations that meet the fleet's operational and logistical needs. Working with fleets' telematic data is part of ICF's non-standard service.	*
77	Training and education	€ Yes € No	ICF will provide content for educational materials and resources to be used as fleet electrification guides for Sourcewell participating entities. Content will be generated in PowerPoint format to include EV 101 Training, EVSE 101 Training, EV Mechanic 101 Training, and EV Driver 101 Training. These trainings can be customized to address the needs of Sourcewell participating entities and can be formly presented through webinar-style informational sessions or simply serve as resources for participating entities. Additionally, educational resources will be generated and incorporated into other program materials including a Frequently Asked Questions (FAQ) document and information about fleet assessments that will be available to both participating entities and Sourcewell staff. These education and training materials are part of ICF's non-standard services.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	

78	Describe your company's strategy as it relates to incentives processing for public agencies.	One of the primary barriers towards electrification for a fleet includes significant upfront capital expenditures. In order to mitigate this barrier, ICF provides guidance on incentive opportunities that customers can leverage to reduce capital expenditures. ICF's strategy for incentives processing for public agencies typically includes the following steps: 1: Identify potential incentives and other funding opportunities. ICF proactively maintains a database of local, state, and federal funding opportunities that provide alternative funding to encourage the adoption of electric vehicles, electric technologies, and electrical infrastructure. Note: ICF implements the State Laws and Incentives Database on behalf of the U.S. Department of Energy and the Canadian Alternative Fueling Station Locator through Natural Resources Canada. 2: Incorporate alternative funding into fleet analysis. Through ICF's fleet assessment protocol, analysts utilize ICF's proprietary model to generate opportunities to leverage available incentives. These funding sources are incorporated into the analysis to provide a holistic understanding of capital costs. 3: Develop a funding strategy. ICF provides recommendations to establish a clear plan for applying for applicable incentives, including reviewing eligibility criteria, previewing the grant submission to the administering body for advice, and determining the most compelling way to structure the grant narrative. 4: Development of the incentive package. ICF seeks to maximize incentive receival odds through detailed inventory of submission requirements, including narratives, research, and relevant documentation set. 5: Submission. ICF supports the entity with submission of incentive applications to the administrator, ensuring that all necessary forms and supporting documents are included and that the submission deadline is met.
79	Describe any ongoing services or subscriptions your company offers.	Non-standard fleet support services beyond the scope of the standard offering can be provided to Sourcewell participating entities either bundled or individually, depending on the needs of the fleet. ICF has robust capabilities to provide solutions to the fleet's needs to encourage the adoption of technologies. Examples of non-standard, ongoing services that fleets have found valuable include: Site visits: On-location capture, assessment, and evaluation of the fleet's existing electrical infrastructure characteristics may be supplemented to determine larger opportunities and needs for upgrades beyond those recommended for the fleet following the assessment. Meet and coordinate with utilities: In addition to meeting with fleet managers and staff, assessment analysts and electrification experts can meet with site utility providers to evaluate headroom on transformers, circuits, or distribution equipment and infrastructure. Geospatial analysis: Charger siting conducted via GIS mapping on on-site evaluation plans can help fleets prepare for charging station deployment. Regulatory research: Information gathering on code compliance, zoning, parking, or building requirement or regulations the customer needs to understand prior to moving forward can be useful to build out recommendations for compliant and effective fleet management. Vendor quote coordination: It is often beneficial to have fleet staff coordinate trade ally pricing for needed electrical upgrades on customer or utility infrastructure. This allows fleets to focus their efforts where needed and be involved in the process as much or little as they want. Facilities & energy management: Additional recommendations for distributed energy resources (DERs), vehicle-to-grid (V2G), and vehicle-to-building (V2B) charging systems can be helpful to ensure charging is done as efficiently as possible. Funding and procurement support: Given that the cost to purchase the appropriate number of electric vehicles recommended for the fleet after the assessment is often

80	Describe how you assess agencies' utilities infrastructure as it relates to electrifying fleets.	To assess agencies' utilities infrastructure, ICF first asks the fleet to provide any persite transformer thresholds, or rather, the headroom available on site. ICF will then identify the maximum site kW from the electrification scenario chosen by the fleet from its fleet assessment. Once ICF identifies the maximum kW, ICF will provide kW mitigation and minimization options for the fleet to consider, like microgrids, battery storage, or managed charging, if needed. Finally, ICF will provide the kW scenario outcomes and mitigation options to the customer and utility to identify costs, timelines, and scenarios for the needed utility infrastructure upgrades.
		ICF understands that each utility has its own process for assessing a site's power and updating service to power a site's EV chargers. That said, ICF will make a priority to communicate to participating entities that they must contact their utility about their site's capacity when planning EV charging infrastructure projects. Depending on the project, ICF would also contact the participating entities' utility on their behalf and coordinate necessary meetings/knowledge sharing as needed.

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 CAD & USD -2023-ICF Pricing Terms.pdf Thursday May 11, 2023 09:31:35
 - Financial Strength and Stability Financial Statement ICF 2022 Annual Report Form 10-K.pdf Thursday May 11, 2023 09:32:56
 - Marketing Plan/Samples ICF Fleet Electrification Advisory Services Flyer .pdf Thursday May 11, 2023 09:33:11
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - Standard Transaction Document Samples CAD & USD -2023-ICF SOW-Standard Offering.pdf Thursday May 11, 2023 09:32:39
 - Upload Additional Document 2021-corporate-citizenship-report.pdf Thursday May 11, 2023 09:33:28

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. - Joseph McGrath, Senior Director, Contracts, ICF Resources, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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	M	4
Addendum_5_ Fleet Electrification_RFP_051123 Wed April 26 2023 04:36 PM	M	1
Addendum_4_ Fleet Electrification_RFP_051123 Fri April 21 2023 03:43 PM	M	2
Addendum_3_ Fleet Electrification_RFP_051123 Thu April 20 2023 05:03 PM	₩	1
Addendum_2_Fleet Electrification_RFP_051123 Fri April 14 2023 01:21 PM	₩	7
Addendum_1_ Fleet Electrification_RFP_051123 Wed March 29 2023 02:50 PM	M	3