



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

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sia Partners Inc., 294 Saint-Paul St. W. Montreal, Quebec H2Y 2A3 (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 tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcewell contract number;

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

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

### **11. INDEMNITY AND HOLD HARMLESS**

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

### **12. GOVERNMENT DATA PRACTICES**

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

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

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

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



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

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

3. *Use; Quality Control.*

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

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

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

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

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

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

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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

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

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

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

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

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

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and



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

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

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

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

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

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

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

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

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

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

**22. CANCELLATION**

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

Sourcewell

Sia Partners Inc.

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 7/13/2023 | 8:02 PM CDT

DocuSigned by:  
*Marco Savoie*  
By: 0EFE36FB55C2426...  
Marco Savoie  
Title: Partner  
Date: 7/14/2023 | 8:08 AM CDT

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 48BAF71B0894454...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 7/14/2023 | 8:48 AM CDT

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

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## Vendor Details

Company Name: Sia Partners Inc.

Does your company conduct business under any other name? If yes, please state: Sia Partner, Sia Partenaires

Address: 294 Saint-Paul St W  
Suite 101  
Montreal, Quebec H2Y 2A3

Contact: Marco Savoie

Email: aocanada@sia-partners.com

Phone: 514-692-2952

HST#:

## Submission Details

Created On: Wednesday May 10, 2023 16:19:36

Submitted On: Thursday May 11, 2023 15:13:13

Submitted By: Leila Cherkaoui

Email: leila.cherkaoui@sia-partners.com

Transaction #: 8f60a64d-45eb-49fd-93d9-8c2d3f159b2f

Submitter's IP Address: 23.233.238.66

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Sia Partners Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	No subsidiary entity involved in this Proposal
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	No subsidiary entity involved in this Proposal
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE : 99AF8 SAM : 079928918/ZNN5L5F7BCY9
5	Proposer Physical Address:	294 Saint-Paul St W, Montreal, Quebec H2Y 2A3
6	Proposer website address (or addresses):	<a href="https://www.sia-partners.com/en">https://www.sia-partners.com/en</a>
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	The representative that will have the authority to sign the "Proposer's Assurance of Compliance" on behalf of Sia Partners is Marco Savoie. He is the Partner in charge of our energy and environmental business unit. He is based in Quebec, Canada where the government highly invested to support municipalities and public organization in their fleet electrification transition planning, management, strategy and related services and where we render services to many public organizations.  Principal & Canada Representative Name : Marco Savoie Title: Partner Address: 294 rue Saint-Paul, Montreal, (QC) Canada Email: marco.savoie@sia-partners.com Phone number: 514-692-2952  US Representative Name : Bill Sanders Title : Partner Address: 1230 W. Morehead St. Suite 204. Charlotte, NC 28208. Email: bill.sanders@sia-partners.com Phone number: 980-939-2234
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Marco Savoie, Partner, 294 Saint-Paul St W, Montreal, Quebec H2Y 2A3, marco.savoie@sia-partners.com, 514-692-2952
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Myrielle Robitaille, Senior consulting Director, 294 Saint-Paul St W, Montreal, Quebec H2Y 2A3, myrielle.robitaille@sia-partners.com, 514-465-4581

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

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Sia Partners is a next-generation management consulting firm and pioneer of Consulting 4.0. We offer a unique blend of AI and design capabilities, augmenting traditional consulting to deliver superior value to our clients. Counting 2,800 consultants in 19 countries, we expect to achieve USD 420 million in turnover for the current fiscal year. With a global footprint and expertise in more than 30 sectors and services, we optimize client projects worldwide. Through our Consulting for Good approach, we strive for next-level impact by developing innovative CSR solutions for our clients, making sustainability a lever for profitable transformation.</p> <p>Not only does Sia Partners strive to be an engaged consulting firm by minimizing its own environmental impact, but we also aim to offer clients with innovative offerings centred on sustainability. Sia Partners has more than 80 customers in the field of energy and environment and accompanies more than 300 clients towards SBTi certification and assess their carbon footprint. Sia Partners can rely on a global pool of more than 400 experts dedicated to the energy transition challenges to support clients in mitigating the risks of climate change and become more resilient.</p> <p>Our Experience Working with Municipalities</p> <p>In Canada, Sia Partners has a long-lasting professional relationship with municipalities. Indeed, we have helped many government bodies, including cities, with their climate strategies, such as greenhouse gases (GHG) reduction plan, deployment of electric vehicle fleets and low carbon strategy in waste management. We comprehend the needs and ambitions of municipal organizations and public services. Through our other business lines, we have helped many municipalities with various mandates, such as vehicle mutualization study, call center optimization, program design in human resources, software design and development, procurement optimization, etc. Hence, we have a 360° view on municipal service delivery goals.</p>	*
11	What are your company's expectations in the event of an award?	<p>Sia Partners is well accustomed to partnering up with procurement platforms. With Sourcwell, as we do with all our partners, we are eager to put forward our resources and time in order to promote and respond in the best conditions to the procurement opportunities that can arise. In order to achieve that we value the following practices that ensure a smooth collaboration :</p> <ul style="list-style-type: none"> <li>- A clear and direct channel of communication would be created with Sourcwell and its representatives. There would be no intermediary on our end which will help streamline the process and render our communication more effective.</li> <li>- Frequent touchpoints can be planned in order to ensure the information is shared at the right time and with the right people.</li> <li>- Follow-ups and constructive feedbacks from Sourcwell would be well regarded and greatly appreciated since it would help us evolve in our practices and improve in our responses to the tenders. We are also available, in a collaborative effort, to respond to any user feedback that Sourcwell would want to administer.</li> </ul>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Sia Partners' revenue for FY21/22 accounted for 420M€. This number illustrates a +19% increase in revenue FY19/20 despite the Covid-19 pandemic. Sia Partners has about 700 Clients 92% of which are returning. A percentage of 4% of our revenue is invested in R&amp;D.</p> <p>For the year 2022, Sia Partners' revenue for the US practice accounted for 73M \$USD and that of the Canadian practice accounted for 35M \$CAD.</p> <p>Sia Partners holds a solid, diversified, steady and recurring portfolio of large multinationals including 75+ Key Accounts (&gt;1M€ of revenue/Year) among which 4 North American clients are rated in the Top 5 of our most prominent client accounts.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>Our US practice is developing throughout the years and diversifying its portfolio of offerings continuously while achieving a double digit growth this past year. Our market share for the solution we are proposing is currently estimated at less than 5% in the US.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>Our Canadian practice holds a strong expertise in fleet electrification and in the energy and environment sector overall. It has achieved a significant growth in this market over a small period of time and now holds less than 5% of the market share.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>Our business has never petitioned for bankruptcy protection.</p>	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) Sia Partners is a best described as a consulting services provider. Our sales and service force is comprised of employees of the company.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Not applicable</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Sia Partners does not have any "Suspension or Debarment" during the past ten years.</p>	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Sia Partners has received in 2021 and 2022 the Gold Sustainability Rating of Ecovadis. It has also been recently nominated as the Best French Company in Ireland in the Ireland France Business Awards 2022. In 2020, Sia Partners was also voted part of the 25 best companies to work for in France. In 2019, Sia Partners was also nominated for MCA Awards in the following categories: People (with PRI), Social & Environmental Value (with Cadent Gas) and Strategy (with EDF).
20	What percentage of your sales are to the governmental sector in the past three years	Sia Partners has a different strategy for each market, and the percentage of sales may vary according to each location. Overall, 80% of our sales in the past three years were to the governmental sector. In the US, we have acquired many companies in the last three years, and we anticipate that once every operation is integrated, 25% of our sales will be with the governmental sector. In Canada, although we are still consolidating sales from every market and recent acquisition as well, over the last three years, 65% of our sales were to the governmental sector.
21	What percentage of your sales are to the education sector in the past three years	Sia Partners has a different strategy for each market, and the percentage of sales may vary according to each location. Overall, 10% of our sales in the past three years were to the education sector. In the US, we have acquired many companies in the last three years, and we anticipate that once every operation is integrated, 5% to 10% of our sales will be with the education sector. In Canada, although we are still consolidating sales from every market and recent acquisition as well, over the last three years, 10 % of our sales were to the education sector .
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?	In Canada, the public sector represents 65% of our sales with a growing sales volume year after year. We are working with government of Alberta, the government of Quebec, the federal government and many municipal entities across Canada. In the US, this sector is expected to grow really fast in the next three years with numerous acquisitions having been recorded over the last three years. We have worked and have relationships with 95 entities in Canada and 180 in the USA.
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?	<p>Sia Partners holds numerous GSA (General Services Administration) contracts and Standing Offers around the world, including in Canada and the US. While gathering information about the US contracts is challenging at the moment due to recent acquisitions over the past three years, we can provide information regarding our contracts in Canada:</p> <ul style="list-style-type: none"> <li>- City of Montréal (2023-2025) with \$200K per year.</li> <li>- City of Laval (2021-2024) with \$2.5M per year</li> <li>- InvestQuebec (2022-2024) \$750k per year</li> <li>- Canadian Commission Energy (2021-2023) with \$300k per year</li> <li>- Energir (2020-2023) with \$100k per year</li> <li>- City of Calgary (2022-2024) - with 100k per year</li> <li>- CEPEO - K-12 Ontario (2023-2025) - with expected \$150k per year</li> </ul> <p>Our Middle East practice generates roughly 80% of its revenues from government or government related agencies (estimated gross revenue of 12M USD). We work with over 30 different government clients active on a single year. Here is a list of the most relevant entities that we are working or have worked with over the past 3 years :</p> <ul style="list-style-type: none"> <li>- Dubai Municipality (UAE)</li> <li>- Ministry of Education (UAE)</li> <li>- Dubai Road and Transport Authority (UAE)</li> <li>- Abu Dhabi National Exhibitions Centre (UAE)</li> <li>- Abu Dhabi Department of Culture and Tourism (UAE)</li> <li>- Saudi Federation of Chambers (KSA)</li> <li>- Riyadh Municipality (KSA)</li> <li>- Saudi Public Investment Fund (KSA)</li> <li>- Saudi Minister of Tourism (KSA)</li> </ul>

**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 *	
City of Gatineau, QC	Yvann Blayo	819 243-2345 ext. 7546	*
City of Québec, QC	Hervé Chapon	418-576-2093	*
City of Montréal, QC	Jean-Francois Pronovost	514-634-3471	*
City of Terrebonne, QC	Alain De Guise	450 471-8265 ext. 1658	
City of Victoriaville, QC	Guy Girard	819 758-6419, ext. 3672	

**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 *	
City of Gatineau, QC	Government	QC - Quebec	Audit and Operational study for the reduction of greenhouse gas emissions from the municipal vehicle fleet	\$150kCAD	\$150kCAD	*
City of Terrebonne, QC	Government	QC - Quebec	Fleet Electrification and rollout of charging infrastructure study and implementation	\$101kCAD	\$101kCAD	*
City of Montréal, QC	Government	QC - Quebec	Study on pooling vehicles and use of the City's EV charging stations	\$93kCAD	\$820kCAD	*
City of Québec, QC	Government	QC - Quebec	Study for the 2021-2026 Electrification Plan - Electrification of fleet and deployment of charging infrastructure	\$88kCAD	\$213kCAD	*
City of Calgary	Government	AB - Alberta	Coordinated Operations and Maintenance Program - Organizational Design Services & Coaching	\$400kCAD	\$1,65MCAD	*

**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.	The sales force is composed of approximately 140 individuals, including the director and executive personnel responsible for generating sales in each market, business unit and business line.	*
27	Dealer network or other distribution methods.	Not applicable	*
28	Service force.	About 725 consultants in the United States and Canada combined with more than 100 energy experts capable of providing fleet electrification transition planning services and similar services.	*



29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Sia Partners utilizes a public sector order process and funds flow design to cater to governmental entities. The following steps outline the process that may apply to Sourcewell customers:</p> <ol style="list-style-type: none"> <li>1. The Participating Entity (Customer) contacts their local Sia Partners Office to initiate a Sourcewell Contract Purchase.</li> <li>2. One of our Energy Directors assesses the customer needs and whether the customer is a Sourcewell member.</li> <li>3. If the customer is a member, we proceed with making an offer.</li> <li>4. If the customer is not a member, Sia Partners assists them in completing their online membership application, while explaining the value and benefits.</li> <li>5. Sia Partners collaborates with the customer to define the scope of work based on their specific needs and requirements.</li> <li>6. The discounted rate is utilized to develop the proposal, considering any applicable incentives for the services.</li> <li>7. Upon acceptance of the proposal and placement of an order, Sia Partners commences the services.</li> </ol> <p>A notification could be sent to Sourcewell to inform them about the start of the new contract."</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Sia Partners is committed to providing the best service to their clients and partners. As we strive for a streamlined process and good communication we also hold our customer service to high standards in terms of our response-time capabilities and the quality of our response. Our standard when it comes to response-time capability is based on a one to two open days goal based on the complexity of the answer. We also understand that some enquiries require a quicker response. As such we usually recommend our partners and providers to state the state of urgency of the enquiry in order for us to respond swiftly as required. In these instances, it is also preferred to open a direct line of communication through a phone call or a video conference which we can plan to the provider's convenience.</p> <p>This scheme is complementary to any recurrent project or steering meeting that would be set with the provider during the mandate.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Sia Partners is located in 12 of the most prominent cities in the United States and covers a coast to coast geographical outreach in the country (New York, New Jersey, Philadelphia, Baltimore, Charlotte, Atlanta, Houston, Los Angeles, Bay Area, Seattle, Denver and Chicago). Our offices regroup 6 different business units and 2 business lines averaging a revenue of 73M USD in 2022. Our team is comprised of over 475 consultants that work alongside over 50 different clients in their key transformation projects.</p> <p>Sia Partners is an emerging consulting leader in the US. Working from our headquarters in New York with offices across the states, we serve clients in both the public and private sectors, from mid-sized companies to Fortune 500s. Our track record proves we deliver significantly better than industry norms. We have supported large non-profit organizations including charitable foundations, school districts, and universities.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Sia Partners is located in 6 cities across Canada : Montreal, Toronto, Ottawa, Edmonton, Calgary and Vancouver with 5 business units and 2 business lines. In 2022, the overall revenue achieved over 35M CAD. Our offices across Canada regroup 250 consultants who serve strategic public and private corporations.</p> <p>Sia Partners has been present in Canada since 2014. The team supports public and private stakeholders in the implementation of their strategy and transformation projects, and operates primarily in the banking, insurance, energy, public sectors, telecommunications, and media.</p> <p>We have worked alongside more than 20 companies both private and public in their electrification strategies, providing consulting services as well as Data Science capabilities through our inhouse programs for fleet electrification optimization and electric charger fleet deployment mapping mainly.</p>
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Sia Partners is not limited geographically in its service offerings. Therefore, there are no areas in the United States or Canada where Sia Partners will not be fully serving through the proposed contract.</p>
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?	<p>Sia Partners has the ability to serve every entity sector in Canada and the United States.</p>
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Sia Partners does not hold any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.</p>

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy revolves around 5 key actionable levers : direct marketing, tradeshows and conventions, Sia Partners hosts events, webinars and monitoring/responding to RFPs. If Sia Partners is awarded a partnership with Sourcewell it will promote it through these different levers. Our salesforce will be the primary source of communication with Participating Entities. Our marketing capacity as well as samples of previous work are included in the document upload section of our response.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Sia Partners has a strong presence on social media specifically on LinkedIn with more 200k followers. We use our social media platforms to promote corporate news, partnerships as well as contract awards. Our SiaXperience team combines consulting experience and creativity with technology and digital data to help develop tailored solutions that are efficient and relevant to our clients. We also have a dedicated marketing team that specializes in the creation of specific content for a global outreach in various formats specifically tailored to gather interest and traffic (videos, slideshow, infographics...). In addition to its corporate network on LinkedIn, Sia Partners has an extensive network in the field of energy and fleet electrification through our experts. For example, our Montreal based Senior Director Myrielle Robitaille has over 4 000 followers most of them specialized in the energy sector, transportation and public services across Canada and the United States. Sia Partners is also present at events where our experts speak about specialized topics. Our experts are also speak in different outlets of the mainstream press (TV information networks, written press, specialized magazines...).
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?	In our view, Sourcewell's role in promoting contracts arising out of this RFP would be to publish contracts awarded on it's website or any other social media platform such LinkedIn. Sourcewell-awarded contracts will be included in our RFP responses to promote the partnership.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Not applicable

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Sia Partners is an accredited training organization registered under the CPMT (certificate number: #0059705) that also has its own accredited training organization to support training and coaching programs in various fields, particularly in the public sector. Sia Partners has developed a strong expertise in designing and operating training programs for our clients as well as our own organization. Sia Institute is our internal dedicated Qualiopi certified training organization that has developed over the years and the training projects a strong expertise in the field of training programs and advisory to corporate universities and training departments. Our institute regroups over 700 consultants and training instructors in over 31 locations and 18 countries. Sia Institute has grossed 3M€ in revenue in 2021 providing : training and coaching programs, seminars and facilitation events and advisory to Learning and Development entities.</p> <p>Our brand SiaXperience, brings together all our skills in design, creativity and customer experience together. SiaXperience brings together design, creativity, and customer experience under a single brand. We combine the strength of design methods and collective intelligence to better understand problems, make ideas emerge, and prototype while keeping the user at the centre of our process.</p> <p>Our proven approach accelerates projects, engage teams and stakeholders, and fosters a more innovative and collaborative work culture.</p> <p>SiaXperience's ambition is to develop connectivity between brands and consumers, with a powerful analytical bias put at the service of creativity and design best practices. The offer is structured around three service lines: Digital marketing, collaborative design and growth strategy. SiaXperience operates in all business sectors and in particular with major players in American Tech, European Utilities or even global players in lifestyle or cosmetics.</p> <p>Design is an innovation and acceleration agent that can be introduced at all levels of your organization. We operate at the product, experience, team, and organization levels, to design tools or processes that empower customers or employees.</p>

41	Describe any technological advances that your proposed products or services offer.	<p>As the pioneer of Consulting 4.0, we leverage AI, emerging tech and open innovation. Combined with consulting services or used independently, our ecosystem of AI solutions provide customers with solutions at scale</p> <p>We have developed Heka.ai by Sia Partners :</p> <p>Heka.ai is the independent brand of Sia Partners dedicated to AI solutions. Our brand operates in 8 centers of excellence in Asia, Europe, the Middle East and North America with over 250 Data Scientists, Web Developers, Data Engineers, UI / UX Designers animate this ecosystem and 100 experts at the crossroads of business and data science in charge of translating business challenges into AI use cases.</p> <p>We provide different types of consulting services and solutions : Data Science consulting , Augmented Consulting and AI-driven solutions.</p> <ul style="list-style-type: none"> <li>- With our Data Science consulting expertise we not only provide support to companies throughout the Data value chain, thanks to our complementary profiles (Data scientists, Data Architect, Web developers etc. ), but we also help them achieve their data transformation projects : steering the ideation, writing data value roadmaps, setting up data governance and artificial intelligence within the enterprise.</li> <li>- Our Augmented Consulting expertise comprises of a panel of business experts equipped with a catalog of AI solutions, bots, datasets and AI models to accelerate and extend the scope of their intervention as well as a our expert data scientists relying on our IA Heka platform and its technical gas pedals to increase their added value tenfold.</li> <li>- We also provide AI-driven solutions in SaaS mode with a catalogue of ready-to-use solutions build around 3 pillars : Our functional expertise to build high value-added solutions; a R&amp;D team exploring cutting-edge technologies and our AI Heka platform, which guarantees the robustness and scalability of our solutions in high agility. We also provide professional services (business consultants, Data Science experts) for the technical and functional deployment of our solutions in the company ecosystem.</li> </ul>
42	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) values that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Consulting for Good describes Sia Partners' ambition to be a purpose-driven company with Corporate Social Responsibility (CSR) at its core. Our comprehensive approach begins at home, with policies and values that support our people, our community, and our planet. But being exemplary is only the tip of the iceberg. We are integrating CSR into innovative offerings for our clients worldwide, working across 3 pillars: Climate, addressing topics like global warming, biodiversity, and green financing; Ethics &amp; Compliance, dealing with subjects like anti-corruption, data-privacy, and financial security; and Social Responsibility, focused on areas like diversity, equity, inclusion, &amp; belonging, wellbeing at work, and work 4.0. We also leverage Responsible AI, putting data science at the service of CSR.</p> <p>We are convinced that engaging our expertise in this way will allow us to cultivate next-level impact.</p> <p>Our commitments within Consulting for Good correspond with 3 overarching ambitions:</p> <p>Engaged consulting firm : We strive to be an engaged consulting firm. With respect to the environment, we are committed to reducing scope 1, 2, &amp; 3 emissions and working toward net-zero, which sees us optimizing our working spaces and practices, limiting air travel and the use of thermal vehicles, reducing emissions owing to suppliers, and compensating our emissions. Across all three CSR pillars, we leverage our expertise to encourage and facilitate engagement on the part of our clients and society at large by partnering with NGOs and think tanks, publishing cutting-edge studies, and mobilizing our consultants toward the development of CSR offerings.</p> <p>Next-level employer : We aim to be a next-level employer by supporting the career development of our employees, promoting diversity, equity, inclusion, and belonging, and fostering a culture of collaboration. Our commitments in these areas include ensuring open dialogue by leveraging employee surveys and networks, enhancing our training catalog, providing mentorship and coaching opportunities, and further building diversity, equity, inclusion, and belonging into our policies, procedures, and culture.</p> <p>Trusted partners : We endeavor to be a trusted partner by remaining uncompromising on ethics and compliance, and maintaining responsible relationships with our suppliers. This includes reinforcing our Code of Conduct by training our people on business ethics and compliance, and implementing a responsible purchasing charter and supplier screening process.</p>

43	<p>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.</p>	<p>In 2022, Sia Partners has been awarded a gold medal in recognition of sustainability achievement by the label EcoVadis. To receive this medal, companies must have an overall score of 67-75. EcoVadis assessments focus on 21 issues which are grouped into 4 themes (Environment, Labor &amp; Human Rights, Ethics, Sustainable Procurement). The 21 issues or criteria are based upon international sustainability standards such as the Global Compact Principles, the International Labour Organization (ILO) conventions, the Global Reporting Initiative (GRI) standard, the ISO 26000 standard, and the CERES principles.</p> <p>Sia Partners also publishes a thorough CSR report highlighting our social, environmental and integrity commitment as well as our Consulting for Good practices. Consulting for Good is Sia Partners' global Corporate Social Responsibility (CSR) approach, by which we strive to integrate CSR into the core of our business strategy, operations, and culture. We are committed to implementing internal policies, practices, and values which support our people, our community, and our planet. And as a consulting firm, we have the added opportunity to greatly expand our impact by supporting our clients worldwide in their own CSR efforts, providing expertise and innovative solutions centered on sustainability. This holistic approach integrates CSR into the DNA of our firm and, we believe, is the key to having next-level impact.</p> <p>Open dialogue is a theme that figured strongly in 2021, with the creation of a global Employee Pulse Survey, the automation and optimization of our global Diversity, Equity, Inclusion, &amp; Belonging (DEIB) Survey, and opportunities for employee involvement in the inception phase of our NEXT-GEN 21/23 strategic plan. With respect to our environmental impact, we accelerated the development of our net-zero roadmap, shifting our approach to dive deeper into scope 3 emissions. In our ongoing commitment to Diversity, Equity, Inclusion, &amp; Belonging (DEIB), we published a global DEIB Policy at the start of the year, serving to formalize and harmonize our convictions and practices worldwide. Our CSR priorities in 2021 were influenced by a number of employee surveys and workshops, conducted as part of the inception phase of NEXT-GEN 21/23. They were also shaped by feedback on our 2021 Ecovadis evaluation and the standards set forth by the Global Reporting Initiative (GRI).</p> <p>Sia Partners continues to support the United Nations Global Compact, of which we have been an active signatory since early 2020. We are committed to incorporating the Ten Principles of the UN Global Compact into our strategies, policies, and procedures, as they apply to labor &amp; human rights, the environment, and anti-corruption.</p>
44	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Sia Partners does not hold any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certification as of yet. We do however strive in our practices to instill a culture of Diversity, Equity, Inclusion, &amp; Belonging (DEIB). This commitment that is crucial to our company core values and is integrated in our day to day practices and cemented through our CSR commitment and report.</p>

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Participating entities will benefit from Sia Partners' international technologies and resources. We are a firm focused on collaboration and sharing of expertise, which ensures real support from our various accelerators in the field of leadership and training. These accelerators are either technology partners or specialized teams within our group that are recognized in the market and easily accessible.</p> <p>SiaInstitute :</p> <ul style="list-style-type: none"> <li>- CPMT registered institute (certificate number: #0059705)</li> <li>- Qualified in learning services to the federal government</li> <li>- Qualiopi certified by the French Republic</li> <li>- 200 trainer profiles available</li> </ul> <p>Heka.ai :</p> <ul style="list-style-type: none"> <li>- Our development platform and data</li> <li>- Management and planning of training courses and human resources</li> </ul> <p>Sparted by SiaBlend :</p> <ul style="list-style-type: none"> <li>- Our development platform and data</li> <li>- Mobile-only microlearning solution that revolutionizes corporate training and communication</li> <li>- Presents interactive, fun and up-to-date learning content supported by the possibilities of mobile technology</li> </ul> <p>SiaXperience :</p> <ul style="list-style-type: none"> <li>- Experts in design thinking and collaborative work</li> <li>- Operate at the product, experience, team, and organization levels, to design tools or processes that empower customers or employees</li> </ul> <p>Addison :</p> <ul style="list-style-type: none"> <li>- Communication and graphic design experts based in NYC</li> </ul> <p>Uside :</p> <ul style="list-style-type: none"> <li>- Expert psychologists in executive coaching (Paris)</li> </ul>
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### Table 9A: Warranty

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	<p>Our warranties policy covers our consulting services through :</p> <p>1) Commercial liability including :</p> <ul style="list-style-type: none"> <li>- Products and completed operations</li> <li>- Personal injury</li> <li>- Contractual liability - limited</li> <li>- Cross liability</li> <li>- Contingent employer's liability</li> <li>- Tenant's Legal Liability - limited</li> <li>- Primary and non contributory</li> </ul> <p>2) Errors and Omissions Liability : professional insurance</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Non-applicable to the services offers.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Non-applicable to the services offers.
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?	While we do serve all geographic regions of the United States and Canada, it doesn't necessarily apply to our services.
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?	Non-applicable to the services offers.
51	What are your proposed exchange and return programs and policies?	Non-applicable to the services offers.
52	Describe any service contract options for the items included in your proposal.	Non-applicable to the services offers.

**Table 9B: Performance Standards or Guarantees**

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

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	<p>The involvement of our leaders in the project is linked to our willingness to deliver the best quality products in this mission. In this perspective, we designed a quality management approach that we follow in our different missions. This approach links close management with effective quality management.</p> <p>Sia Partners has understood the importance of giving itself the means to deliver quality services in order to ensure its development on a sustainable basis. We believe that quality interventions make it possible to obtain recognition and customer loyalty, as well as to accumulate the successes that are essential for us to maintain an enviable position in a competitive market. Quality is a fundamental value that was established when the company was incorporated and which took shape in Sia's business model.</p>
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Our commitment to ensuring the quality of services delivered is engrained in our practices and monitored throughout the projects and with our clients. We are customized to organizing steering committees regularly (weekly or biweekly) as well as contract management meetings (frequency depends on the project and its length and is discussed with the client directly).</p> <p>During the steering meetings the focus will be on ensuring the goals in terms of key deliverables and milestones have been met according to the schedule agreed with the client. These meetings also assess the quality of the services in a constructive and collaborative manner in order for our operational team to address these concerns swiftly and efficiently if they ever arise. We also conduct a risk analysis and hedging solutions on the project and monitor their evolution during the whole duration of the project.</p> <p>The contract management meetings will ensure the monitoring of the billing process in light with the terms of the contract and discuss any potential issues which may arise during the performance of the contract.</p> <p>Overall our track record in rendering consulting services has proved our monitoring and quality performance process to be highly effective. We value communication in every step of our projects and ensure that our client's expectations are best met within the scope of the contract.</p>

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

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Our payment terms are normally driven by the client, but preference would be ACH payments with Net 30 terms.
56	Describe any leasing or financing options available for use by educational or governmental entities.	We facilitate access to 3rd party financing option upon request.
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.	Our transaction documents, especially in the government sector are normally driven by the client, but a template can be provide upon request.
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?	Not applicable



**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Sia Partners offers a full list of its hourly rate with the discount apply to Sourcwell member. See Pricing document for more details.
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing discount represent 35% and up to 40% for important customer (additional volume rate of 5%).
61	Describe any quantity or volume discounts or rebate programs that you offer.	An additional volume discount up to 5% may apply for customer (each Participating Entity) ordering large volume of services to Sia Partners (usually > \$500K over the fiscal year in Canada and > \$1M in USA).
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.	Sia Partners will provide all services within the service agreement as request by the Sourcwell member. If the customers request's includes custom solution, we will respond to them using our Sourcwell discounted pricing list as a baseline. Every others services not included or cover by this RFP #051123 , will be negotiated with the customer.
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All reimbursable expenses are listed in the pricing document submitted with the response. Sia Partners only include services related to this RFP #051123 and exclude construction, implementation or direct management.
64	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	No equipment or shipping of equipment, but the customer will reimburse or pay, as applicable, Sia Partners for all customs duties, goods and services taxes, sales taxes and other related expenses incurred by Sia Partners in shipping materials and executing the mandate.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	No equipment or shipping of equipment. Not applicable.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	No equipment or shipping of equipment. Not applicable.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	See Pricing Document for more information, but we are typically offering up to 25% and we decided to offer 35% to Sourcwell with the possibility for some participant to get an additional 5% if they reach a certain volume per year. This 40% discount is better than what we typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>In order to ensure compliance with the proposed Contract with Sourcewell we will be setting the following program :</p> <ul style="list-style-type: none"> <li>- Participating entities will be charged the amount of the items purchased in accordance with the pricing chart provided by Sia Partners. The pricing includes the administrative fee that will be awarded to Sourcewell.</li> <li>- A report will be sent on each calendar quarter and no later than 45 days after the end of the calendar quarter and will report on global sales recorded. The contract sales activity report will be sent to the Sourcewell Supplier Development Administrator assigned to the contract according to the Contract template provided by Sourcewell. If no sales are recorded, the report will still be sent.</li> <li>- The report will contain : participating entity information (name, address, city, state/province, zip/postal code, contact name, contact email address, contact telephone number, sourcewell assigned entity/participating entity number, item purchased description, item purchased price, Sourcewell administrative fee applied, date purchase was invoiced).</li> <li>- Sia Partners will set-up a quarterly billing process with the participating entity to ensure compliance with the aforementioned administrative fee payment towards Sourcewell.</li> <li>- An audit of the transactions will be conducted to ensure that the administrative fees were paid on all the items purchased under the contract with Sourcewell.</li> </ul>
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>How we manage on a day-to-day basis the quality of the project regarding the deliverables and the service provided:</p> <ul style="list-style-type: none"> <li>- Review of deliverables: This mechanism is the concretization of the principle of structured reviews and is mandatory for all the major deliverables of the mandate (strategic, structuring deliverables, etc.). These reviews are led by the project manager appointed to the mandate. Generally, the professionals who contributed to the production of the reviewed deliverables are present as well as the project manager.</li> <li>- Inspection of deliverables: This mechanism is complementary to the review of deliverables and applies to all deliverables that do not go through the review process. Essentially, it aims to ensure compliance of the deliverable with the results to be produced and to ensure that Sia's quality standards are respected. The verification is carried out by a summary examination carried out by a designated person rather than within the framework of a structured review where several stakeholders are questioned. The inspection of a deliverable is then carried out either by the project manager appointed to the mandate, or by a member of the project team, or by the experts of the mandate.</li> <li>- Service quality: The service quality management mechanism takes the form of periodic evaluation during the execution of the mandate of client satisfaction with regard to the services rendered. The frequency will be determined during the start-up according to the challenges of carrying out the mandate. However, regardless of the implementation issues, the evaluation of satisfaction is carried out on a regular basis. Periodic meetings to assess client satisfaction are conducted by the project manager appointed to the mandate. After each meeting, the results of the evaluation are analyzed, with the aim of identifying and implementing, if necessary , actions to correct the situation. These actions are integrated into an action plan which is then given to the client.</li> </ul>



70	<p>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.)</p>	<p>If Sia Partners is awarded a contract, Sia Partners shall compensate Sourcewell with an administrative fee for their assistance in facilitating the subsequent contracts.</p> <p>The administrative fee will be calculated as a percentage of the total sales to a customer (Participating Entities) for all contracted services made during a calendar quarter on which an additional \$1,000 is provide for every contract awarded to Sia Partners above \$25,000.</p> <p>For sales volume for all contracted services made during a calendar quarter, the administrative fee shall be 4%. For sales volume for all contracted services made during a calendar quarter exceeding \$5,000,000 shall be subject to negotiation and agreement between Sourcewell and Sia Partners.</p> <p>The sales volume shall be determined based on the net value of services sold, excluding any applicable taxes, refunds, or discounts. The administrative fee calculation and payment shall be conducted on a quarterly basis.</p>
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**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
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71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Sia Partners provides consulting services in order to support the client in everyphases of their fleet electrification project : from the feasibility and assessment study to implementation and training. We also help our clients identify any grant or public funding opportunity that they can benefit from in order to finance their electrification project and that includes funding our own consulting services.</p> <p>Sia Partners is proud to be a partner of the Innovative Vehicle Institute (IVI) for the "Rechargeable Fleet Heavy Trucks" project, which is carried out thanks to the financial participation of the Government of Quebec, as part of the Action-Climate Québec program. and meets the objectives of a Plan for a Green Economy 2030, up to CAD\$1,245,560. This project aims to facilitate changes in behavior and practices to encourage the adoption of a new technology, to provide Tools for heavy vehicle fleet managers and help them make an informed decision regarding the electrification of their fleet.</p> <p>- We have developed a proprietary methodology to help organisations forecast EV charging needs on their sites :</p> <p>Sia Partners have developed a proprietary methodology for predicting future EV uptake and charging needs at the local level and deploy a future-proofed charging network. We leverage our AI ecosystem, expertise and partnerships to identify, collect and harness a large number of relevant national and local data sets, and charging data from other countries more advanced in the EV transition. This allows us to provide our clients with outputs enabling them to invest in optimised charging networks. Our solution is already in use by several private and public players.</p> <p>- We can optimise the charging of the fleet to minimise network congestion while ensuring sufficient availability :</p> <p>Sia Partners have expertise in modelling how to best optimise the charging of fleets in order to avoid periods of congestion on network loading and optimize any capital investment. We identify the levers available to the company to alter the recharging considerations and constraints at the charging stations, developing a visual tool to display, on a map, the potential demand in charging stations depending on location, network and bus timetable information.</p> <p>To maximise the benefits from the installation of charging points, the models build a quantitative view of the recharging profiles at identified sites, by timings and in energy consumed, based on a modelling of traffic and uses of the locations. These help inform any investor business plan by building a trajectory in number of sessions and energy, by site, over the project horizon (say 2040), according to varying scenarios.</p> <p>- We link your energy possibilities with your need for transportation and mobility : Our team of experts determines the opportunities and challenges related to vehicle fleet transition and required infrastructure upgrades. Because bold objectives of electrification can result in important transformations of facilities, our team guides you through the process of reaching your goal with a clear vision of the existing possibilities and actual needs for upgrades and solutions. We succeed by identifying the challenges and barriers linked to such transition and overcoming them with clever decision-making and recommendation.</p> <p>- We are developing and implementing GHG reduction measures for corporate fleets of vehicles :</p> <p>Sia Partners is an expert in greenhouse gas reduction strategies working across different industries with a variety of organizations. Our approach sits not only in the definition of strategy and advisory but also in the implementation of such plans, dealing with the reality of the operations of companies and our different partners, working to solve on-field issues in concordance with the objectives.</p> <p>Private companies and public institutions adopt strategic direction in their environmental planning, social planning, and economic development, in the context of tense supply chains. Our planning and strategies give clear advice on the best solutions for organizations to adopt and implement with our help.</p> <p>- Our SiaXperience team accompanies clients in designing and planning workshops, training sessions and educational content :</p> <p>SiaXperience brings together all its design, creativity and customer experience skills under a single brand. Its ambition is to develop connectivity between suppliers and consumers, with a powerful analytical bias put at the service of best practices in creativity and design.</p> <p>We are a design agency, integrated with Sia Partners. We combine cutting edge design methods and collective intelligence to better understand problems, spark ideas, and prototype viable, feasible, and desirable solutions while keeping the user at the center of our process. Our proven approach accelerates projects and fosters a more innovative and collaborative work culture.</p>
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72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Analysis of the fleet typology and operational needs :</p> <ul style="list-style-type: none"> <li>- Fleet characteristics (typology, seniority, renewal rate, etc.)</li> <li>- Detailed analysis of rolling profile of the fleet and uses related to fleet vehicles (data acquisition if necessary)</li> <li>- Definition of use cases (daily mileage, maximum distance per use, length of waiting periods between uses, seasonal variations in journeys and average speed during journeys)</li> </ul> <p>Modeling different scenarios :</p> <ul style="list-style-type: none"> <li>- Identification of suitable technologies (vehicle, battery, etc.) for each use case</li> <li>- Identification of suitable recharging solutions and sizing of infrastructures</li> <li>- Recommendations on technological choices (vehicles, etc.)</li> <li>- First estimate of the impact on GHG emissions and financial simulations</li> </ul> <p>Development of the deployment strategy and choice of the business model :</p> <ul style="list-style-type: none"> <li>- Choice of business models (vehicle : acquisition / rental / adaptation of motorization; charging : pricing / quantity / location / bidirectional, etc.)</li> <li>- Estimate of total investments and identification of construction works required (ex: preparatory work for the installation of charging stations)</li> <li>- Definition of energy management strategies and power</li> <li>- Estimate of total cost of ownership (TCO) to quantify operational gains</li> <li>- Support in choosing the best purchasing and acquisition strategy for both equipment (vehicle and -charging stations) and software (subscription or as-a-service for fleet management for example)</li> <li>- Support in the purchasing process</li> </ul> <p>Implementation and change management</p> <ul style="list-style-type: none"> <li>- Incentive identification and processing (request for grants, etc.)</li> <li>- Scoping of pilot and generalized deployment</li> <li>- Project management and continuous improvement</li> <li>- Support on operational impact (organization, skills, maintenance, users, safety, regulations, etc.)</li> <li>- Support on the internal and external communication</li> <li>- Training and education</li> </ul>
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**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Comments
73	Feasibility assessments and planning	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
74	Total cost of ownership (TCO) assessments	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
75	Strategic roadmap development	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
76	Implementation and management services, including Incentive identification and processing, Subscription or as-a-service, Acquisition, Installation, Integration, Charging management, Repair and maintenance, and Telematics. (Identify the types of services included in your proposal in the "Comments" field).	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sia Partners will support its clients in the implementation process providing advisory and decision support tools including : incentive identification and processing as well as support in the purchasing process and in choosing the the best purchasing and acquisition strategy for both equipment (vehicle and -charging stations) and software (subscription or as-a-service for fleet management for example).
77	Training and education	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
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78	Describe your company's strategy as it relates to incentives processing for public agencies.	<p>Sia Partners is well accustomed to working on fleet electrification projects for public agencies. We have therefore assisted many of our clients, municipalities and cities mainly, in financing their projects as well as our own services through grants and public funding especially in Canada where we have compiled through the years a list of grants and financing opportunities that are available from both provincial and federal entities. We have filed over 30 requests for grants and funding all related to decarbonization initiatives from our public and private clients.</p> <p>Here are some key success factors we have identified through our expertise :</p> <ul style="list-style-type: none"> <li>- Incentives through grants and financing should be anticipated as much as possible in order to maximize the opportunities : some incentives are only admissible prior to incurring any cost while others can be filed at a later date, some are only available in specific times of the year...</li> <li>- It is crucial to analyse each incentive opportunity thoroughly in order to ensure the success of the filing and avoid wasting time and resources. It is also important to understand which incentives can be cumulated and which can not.</li> <li>- The entity needs to ensure solvability regardless of whether the incentive is granted or not, this will ensure that the project can still follow through independently.</li> <li>- It is important to keep a record of the key deliverables and any documentation that will be provided as proof for the incentive filing process.</li> </ul> <p>Our services include helping our clients through every step of the incentives processing.</p>
79	Describe any ongoing services or subscriptions your company offers.	<p>In option, Sia Partners offers many software or tool related to the fleet electrification. It's the case for the EV chargers deployment tool or the Fleet decarbonization tool and more information can be provide upon request and if the customers demonstrate a need for those solutions.</p>

80	Describe how you assess agencies' utilities infrastructure as it relates to electrifying fleets.	<p>Sia Partners' Team will assume a technical role, producing engineering deliverables as needed based on its expertise and experience to build support to the clients for the assessment of agencies' utilities infrastructure in regards to electrifying fleets. Sia Partners complies with APEGA regulations and will follow APEGA requirements when needed in accordance with recognized practice standards. Our team include many APEGA engineers that have experience with electrical infrastructure and expertise to render all required technical documents related to the evaluation of agencies' capability to install fueling/charging infrastructures. Unless additional external resources is needed to compress the schedule (to be discuss at the beginning of the project), all technical documents will be done by our team in accordance with APEGA rules and requirements. We also have many engineers from other jurisdiction (Qc, On) that could registered for a temporary permit in order to perform this mandate if needed. Our general methodology for the utilities infrastructure assessment is the following:</p> <ol style="list-style-type: none"> <li>1) Collecting and sorting building data for different facility types/infrastructures: <ul style="list-style-type: none"> <li>- Historical annual energy profile (3 years) – This will be used to establish electricity &amp; natural gas profile</li> <li>- Main electrical entry size and location</li> <li>- Electrical drawings (as built + one-line diagram) – Site visit will confirm if the drawings are still up to date. Additional fee may occur when drawings are not available or representative of the existent electrical infrastructure</li> <li>- Age, addressee, building area and/or site description, HVAC equipment's descriptions, electricity use description</li> <li>- Use, hours of operations</li> <li>- ECMs in functions</li> <li>- A list of relevant information to provide will be share at the start of the project.</li> </ul> </li> <li>2) Energy Analysis and demand profile for different facility types: <ul style="list-style-type: none"> <li>- Based on collected data, review of utility bills and other applicable operating data to determine a reasonable demand profile (kVA/KW)</li> <li>- Benchmark building/infrastructure energy use intensity with comparable</li> <li>- Detect energy saving opportunity and load management opportunities</li> </ul> </li> <li>3) Workshops with agencies' dedicated Infrastructure team (such as planning and design, capital infrastructure representatives...) <ul style="list-style-type: none"> <li>- Validate the information collected and exchange on current initiatives, current procurement process and asset renewal plan</li> <li>- Collect additional non-qualitative information on the infrastructure (management practices, technologies choices, operators' programs, maintenance, past experiences, failures and success, etc.)</li> <li>- Collect and integrate the comments and the team expertise into the set of data</li> <li>- Discuss next steps, opportunities and flexibility</li> </ul> </li> <li>4) Identify technical and field data related to different locations and provide guidance Entry &amp; electrical panel verification (age, integrity, physical spaces, etc.) Layout of the building, location for future fueling/charging infrastructures <ul style="list-style-type: none"> <li>- Historical annual energy profile (3 years) – This will be used to establish electricity &amp; natural gas profile</li> <li>- Main electrical entry size and location</li> <li>- Electrical drawings (as built + one-line diagram) – Site visit by the City team will confirm if the drawings are still up to date.</li> <li>- Additional fee may occur when drawings are not available or not representative of the existing condition on-site.</li> </ul> </li> <li>5) Survey of agencies' fleet storage and maintenance facilities including required criteria to determine capability and/or required upgrades to support transition to ZEV's <ul style="list-style-type: none"> <li>- Based on collected data, review of utility bills and other applicable operating data to determine a reasonable demand profile (kVA/KW).</li> <li>- Benchmark building/infrastructure energy use intensity with comparable.</li> <li>- Detect energy saving opportunity and load management opportunities.</li> </ul> </li> <li>6) Conduct Interviews with electricity/system engineering representatives <ul style="list-style-type: none"> <li>- Provide support on power grid capacity assessment.</li> </ul> </li> <li>7) Aggregate and analyze - Compilation of internal data and synthesis of current fueling/charging infrastructures information</li> <li>8) Report on charging capabilities of the current grid and electrical system capability to support required infrastructure</li> </ol>
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## 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](#) - 20230511 - Sia Partners - Pricing.pdf - Thursday May 11, 2023 14:24:42
- [Financial Strength and Stability](#) - 20230511 - Sia Partners - Financial Strength and Stability.pdf - Thursday May 11, 2023 14:35:45
- [Marketing Plan/Samples](#) - 20230511 - Sia Partners - Marketing Plan and Samples.pdf - Thursday May 11, 2023 14:36:13
- [WMBE/MBE/SBE or Related Certificates](#) - 20230511 - Sia Partners Certificates.zip - Thursday May 11, 2023 14:36:36
- [Warranty Information](#) - 20230511 - Sia Partners - Insurance certificate Samples.pdf - Thursday May 11, 2023 14:14:53
- [Standard Transaction Document Samples](#) - 20230511 - Sia Partners - Standard Transaction Document Samples.pdf - Thursday May 11, 2023 14:08:26
- [Upload Additional Document](#) - 20230511 - Sia Partners - Additional Information.pdf - Thursday May 11, 2023 14:37:27

## 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. - Marco Savoie, Partner, Sia Partners Inc

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_6_Fleet Electrification_RFP_051123</b> Wed May 3 2023 02:37 PM	<input checked="" type="checkbox"/>	4
<b>Addendum_5_Fleet Electrification_RFP_051123</b> Wed April 26 2023 04:36 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Fleet Electrification_RFP_051123</b> Fri April 21 2023 03:43 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Fleet Electrification_RFP_051123</b> Thu April 20 2023 05:03 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Fleet Electrification_RFP_051123</b> Fri April 14 2023 01:21 PM	<input checked="" type="checkbox"/>	7
<b>Addendum_1_Fleet Electrification_RFP_051123</b> Wed March 29 2023 02:50 PM	<input checked="" type="checkbox"/>	3