

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and INF Associates, LLC, 747 3rd Ave., New York, NY 10017 (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 Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
 3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
 4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.
- D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

INF Associates, LLC

DocuSigned by:

By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
7/13/2023 | 8:39 PM CDT
Date: _____

DocuSigned by:

By: Charles de Puthod
ABBF7A52449646A...
Charles de Puthod
Title: President
7/13/2023 | 8:27 PM PDT
Date: _____

Approved:

DocuSigned by:

By: Chad Coauette
48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
7/14/2023 | 6:35 AM CDT
Date: _____

051123-INA

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

Vendor Details

Company Name: INF Associates LLC

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

Address: 747 3rd Avenue
Suite 1001
New York, New York 10017

Contact: **Jenna Lopez**

Email: jlopez@infassociates.com

Phone: 516-263-1439

HST#:

Submission Details

Created On: Thursday April 13, 2023 12:29:50

Submitted On: Thursday May 11, 2023 16:03:44

Submitted By: **Jenna Lopez**

Email: jlopez@infassociates.com

Transaction #: ea1b59fa-9106-474d-857a-0576a45e5da7

Submitter's IP Address:

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")	INF Associates, LLC.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	INF Associates is the prime contractor for RFP 051123 - Fleet Electrification Transition Planning, Management, and Related Services contract purchasing solution. INF operates as a wholly owned company without any subsidiary organizations. In addition, we have two (2) partners that are working closely with us an unified team in providing a fully compliant, end-to-end solution. They are FleetZero and ZeroMission. Our two sub-partners also operate as a wholly owned company without any subsidiary organizations.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A - INF Associates, as a prime submitter is not a DBA; however we work closely with a few strategic partners that are DBA certified and can support Sourcewell and its members as required.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	45-2977391
5	Proposer Physical Address:	747 3rd Ave New York NY 10017
6	Proposer website address (or addresses):	www.infassociates.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Name: Charles de Puthod, Title: President Address: 1116 Main St Fishkill NY 12524 Email: charlie@infassociates.com M: 845-656-1125.
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Ryan Bakley Title: Director of Business Development and main point of contact for US Address: 747 3rd Ave New York NY 10017 Email: rbakley@infassociates.com M: 201-274-4131
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Naeem Farooqi Title: Founder and CEO, and Fleet Transition Lead. Main PoC for Canada Address: 8201 Keele St., Unit 1, Concord, ON L4K 1Z4, Canada Email: naeem@fleetzero.ai M: 416-816-6786

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>INF Associates</p> <p>INF is a Turnkey Facility and Energy Solutions Company that specializes in providing energy solutions to the residential, commercial, banking, hospitality, and healthcare markets. Our strategy from day-one has been to connect our clients with the appropriate, brand-neutral engineered solutions and incentive programs. This is perhaps a different approach than cases where providers develop a specific solution and try to force a market need.</p> <p>We have developed numerous Fleet Electric Vehicle Supply Equipment (EVSE) and custom energy-efficiency solutions such as BMS and controls upgrades, mechanical and lighting retrofits, and renewable energy installations for clients that include PSEG's Nuclear Facility in Salem NJ, Barclays Bank, Morgan Stanley, RXR Realty, The Federal Department of Commerce, Durst Organization, Empire State Realty Trust, Fisher Brothers, and more. Our portfolio of services is customized to meet</p>

the client's energy needs, including installation, service, maintenance, and post-upgrade care services. We provide achievable solutions and maximum realized savings.

INF leverages this experience to advise each client on the specific needs for each site, including initial deployment proportions, right-sizing equipment, and future-proofing options. Our team regularly meets with EV manufacturers and software suppliers to ensure we have in-time updates on the differentiating factors for each charging station model, software option, and the best use cases for each. INF's standard approach is to provide dedicated project managers, engineers, and incentive managers to ensure streamlined service at every stage, at every site.

In addition to our expertise on equipment and site design, INF's incentives management team is well-versed in the numerous state funding programs that significantly reduce the net cost of these projects to owners and/or property managers. INF is qualified for over thirty utility programs nationwide, and we bring the insights from our work in each to our implementation of all grant and incentive programs.

When working with a client with a multi-state portfolio, we leverage our in-house expertise to identify sites with the best local incentives to successfully strategize and scale deployment. In addition, our in-house energy management experts can help propose solutions for energy savings, such as taking advantage of demand response programs or other available incentives and savings.

Our expanded team of partners - (FleetZero and ZeroMission):

FleetZero

FleetZero is a specialized consulting firm delivering high-impact, solutions based advisory services focused on the transportation sector's energy transition led by an award-winning, globally recognized clean energy and fleet transition leader, Naeem Farooqi. The firm has 16 staff in Toronto with established partnerships to operate and deliver fleet decarbonization studies across the USA and UK. The firm's core value is to offer "Zero Emissions and Zero Headaches" for fleet stakeholders from public and private sector looking to support the transition of light duty to heavy duty vehicles to low / zero emission transport. FleetZero is zero emission agnostic, offering unparalleled insights and consulting for battery electric, compressed natural gas, renewable natural gas, enhanced diesel, and hydrogen fuel cell propulsion forms. Its core team has completed over 90 feasibility studies for hydrogen and battery electric fleet decarbonization, including for municipalities and public works departments seeking support on the accelerated adoption and deployment of EVs and EV charging infrastructure across Canada, USA, and the globe.

FleetZero uses a playbook approach to fleet energy transition and a pit crew mentality around training and excellence in execution. Its core areas of service are fleet and infrastructure transition plans, feasibility studies, market sounding, technical specification drafting, due diligence, vehicle simulation, pilot monitoring, asset management policy and implementation plans, maintenance review and policy creation, SOP and operator handbook creation, training and energy demand modelling across fleet, facilities, infrastructure, stakeholder, environment, and economic decisions. Its subject matter experts are also individuals who have run and supported fleet and infrastructure operations, procurement and implementation for various sectors and applications from airport ground side support to public transit.

FleetZero was founded to address the top roadblocks fleet-minded stakeholders face when transitioning to low carbon transportation:

- Decarbonizing vehicles is costly, complicated and time consuming.
- Charging and refueling infrastructure is not scalable.
- Innovation and financing solutions for the transition are detached from actual needs.
- Solution providers offer one-size-fits-all packages.
- Advisory providers step away, leaving fleet owners to navigate the transition on their own.

FleetZero is the fleet-minded roadmap to simplify the transition. It provides custom, turnkey solutions for public and private users seeking to encourage low/zero emission vehicle adoption. By leveraging its global fleet and infrastructure expertise, deep ecosystem networks and scalable, AI-enhanced technology solutions, FleetZero navigates the entire transition journey within cost, scheduling, and duty-cycles expectations. It right-sizes zero emission fleet and infrastructure solutions to minimize cost and service disruption. It is also experienced in taking municipalities and public works departments from strategic planning to fleet, facility and infrastructure procurement, design, and deployment strategies across decarbonization transportation solutions.

	<p>Our understanding of fleet and facility asset management means we understand how important it is to keep operations and maintenance stakeholders aligned with financial, sustainability and customer-facing departments. Our leadership in fleet transition feasibility studies, as evidenced in the experience and recognition of our team, is one that Sourcewell and its members can trust as they undergo the journey to decarbonize their transport systems.</p> <p>The foundation for FleetZero dates back 15 years when its founder, Naeem Farooqi, pioneered global advisory solutions and award-winning technologies related to fleet, zero emission mobility, and facility and infrastructure cost and process management at several of the world's largest global engineering and design firms. Thousands of fleet vehicles later, FleetZero came into being, serving as a global solution grounded in the realities of today's transportation needs, evidence-based innovation, and environmental stewardship.</p> <p>ZeroMission ZeroMission is a data services provider, delivering innovative digital services for the operation and deployment of fleet electric vehicles at scale. As a new market entrant, led by a founding team with more than 30 years' electric vehicle experience, ZeroMission is focused on delivering products for electric vehicle fleets, which complement and reinforce the existing electric vehicle ecosystem. ZeroMission's objective is to eliminate information gaps and disconnection through end-to-end system monitoring and reporting.</p>	
11	<p>What are your company's expectations in the event of an award?</p> <p>INF is committed to supporting Sourcewell's members with Fleet Electrification Transition Planning, Management, and Related Services. We will make initial fleet, stakeholder, process, and site assessments to determine feasibility for the fleet transition planning and possible solutions. We would develop a strategic roadmap for Sourcewell membership to review and revise before eventual approval. We would make plain the projected total cost of ownership TCO of the transition. We would plan the projected total cost of ownership (TCO), GHG impact, organizational transformation requirements, and fleet procurement timeline for the transition.</p> <p>Sourcewell can depend on our support, implementation, and management services, including: Incentive identification and processing, subscription or as-a-service, acquisition, installation, commissioning, charging management, ongoing operations, and maintenance plans, telematic data to identify best use-case and load demand diagnostics as well as training and education services for onsite personnel.</p> <p>As Sourcewell members inquire about purchasing EVSE operational and data reporting services provided under this contract, ZeroMission anticipates that Sourcewell would direct those members to INF Associates whom would then engage a dedicated ZeroMission team member. ZeroMission will have staff focused on supporting the Sourcewell & INF program, and with each new project, will have a dedicated deployment manager to ensure successful customer outcomes.</p> <p>Additionally, ZeroMission is engaging the public sector fleet market and in partnership with INF Associates expects to proactively promote the contract within these markets.</p>	
12	<p>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>	<p>For our financial strength and stability with meaningful data, please see attached documents, "INF Associates Financial Solvency Letter."</p>
13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Our team and professionals have delivered fleet studies for public work and municipalities across the US. The market share is hard to calculate due to the fragmented public procurement process. We estimate our win rate for public tendered projects is close to 70% with our partner network. Please note we are carrying out extensive fleet transitions in the medical first responder space, private first and last mile delivery. Our team is also made up of experts who have done extensive yellow school bus, public transit fleet transitions for battery electric, hydrogen fuel cell, and other low carbon propulsion systems.</p>
14	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Our team and professionals represent 50% of market share of the green fleet and fleet transition space, we have worked with organizations in Canada such as City of Toronto, Abbotsford, Burlington, and York region. Our team in fleet technical specification and quality assurance is closer to 70% based on bid volume and win rate for the past few years. We have developed multiple studies and approved examiner for government fleet assessment programs such as Green Freight Program, FCM Green fleet funding working coast to coast on these engagements.</p>

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Our business has never been petitioned for bankruptcy protection. In addition, our partners, FleetZero and ZeroMission have never petitioned for bankruptcy protection.
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>INF Associates is a brand agnostic distributor/dealer/reseller with partnerships with several manufacturers, like ChargePoint, Flo, and ABB, as well as bulk distributors, like Rexel. We enjoy working relationships with many industry partners and can offer varied solutions because of that.</p> <p>Fleet Zero is an evidence based, fleet driven service provider. It works to meet its clients' needs through its advisory and implementation support services from feasibility assessment to maintenance and SOP development. It is also an authorized reseller of licensed training, insulated tools, and personal protective equipment to help its clients navigate the fleet transition journey. Upon client request FleetZero can introduce these products/services.</p> <p>Please see INF Associates Response to Letters of Written Authorization.</p> <p>ZeroMission is best described as a technology service provider. Our licensed software is designed, developed, and supported by Zero Mission and will be resold through INF Associates through this response. ZeroMission intends to fully support Sourcewell contracted customers through this partnership with INF Associates.</p>
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>INF Associates LLC was incorporated by New York State in August of 2011. Since that time, we have been licensed to operate in NY, NJ, Connecticut, Massachusetts, Nevada, California, and other states. We have regional offices in New York, New Jersey, and the Carolinas. And we hope to expand our national and international footprint this 2023 year.</p> <p>INF Associates Certifications & Licenses:</p> <ul style="list-style-type: none"> • NYPA Approved Vendor • FLO Certified Installer • SemaConnect Certified Installer • ABB Certified Installer • FreeWire Certified Installer • Sourcewell Approved Vendor • Atom Power Certified Installer • NEC Certification • Sparkion Certified Installer • AutoCAD Certification • NEVI Approved Vendor • Multiple partners that are Minority, Women, Veteran Owned Business Enterprise • Blink Certified Installer • New York State Master Electrical License • Licensed Vehicle Technicians (310T, Diesel) • BTC Certified Installer • New York State Special Electrical License • Electrical Engineer Canada & USA • CALeVIP Approved Vendor • NYSERDA Approved Vendor • Siemens Authorized Installer • ChargePoint Certified Installer • OSHA 30-hour Construction Safety and Health • Insulated Tools & PPE Trainer • Enel X Certified Installer • Power Electronics Certified Installer And many more • EVBox Certified Installer • PowerCharge Certified Installer • EVConnect Certified Installer • Project Management PMP Certification • EVITP – Electric Vehicle Infrastructure Training Program (EVITP) • REXEL Energy Solutions Certified Reseller • EVO Charge Certified Installer • Rhombus Certified Installer • EVoke Certified Installer • Rivian Certified Installer • FlameSafe Firestop Products and Systems Certification • SailFlow Certified Installer <p>Our staff is also a strong point of emphasis for licenses and certifications. We employ a roster of professional, electrical, and civil engineers. Our project managers are certified installers, experienced, and some are continuing their education. We also have safety specialists certified by OSHA and a variety of specialists certified by manufacturers at every level of our organization. It is also worth mentioning that most of our staff are college educated and credentialed by such prestigious institutions as Penn State, Clemson, Bard, York University, University of Toronto, and the University of Pittsburgh.</p>
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	INF has never suffered a suspension or debarment penalization.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>On April 18th, 2023, INF Associates was recognized and awarded by the largest utility supplier in the country, Consolidated Edison, for the most L2 ports installed in their service area, as well as the fastest installation turnaround for L2 projects. We supplied 40% of all new plugs (L2 & DCFC) installed in New York City in 2022, and we are approved vendors with several state-run institutions like NYSERDA, NYPA, and others.</p> <p>FleetZero's founder Naeem Farooqi has won numerous industry awards recognizing his leadership in fleet decarbonization in Canada, USA and around the globe. FleetZero's team is also highly decorated award winners in the areas of engineering (holding over 100 patents in the electric automotive space), law, and commitment to diversity in infrastructure. More information about these awards can be found in the FleetZero team resumes.</p>
20	What percentage of your sales are to the governmental sector in the past three years	<p>There is approximately 4.5% of closed projects that are in the governmental sector, 8 out of 175 completed projects over the past three years. In addition, INF has also secured funding and opened projects with multiple municipalities and government agencies that are estimated to total 20% of total EVSE sales for 2023. FleetZero in Canada has close to 70% in public sector from municipal, provincial, and federal.</p>
21	What percentage of your sales are to the education sector in the past three years	<p>There is an approximately 5% of closed projects are in the education sector, 9 out of 175 total projects. Fleet Zero staff supported the Canada Infrastructure Bank's school bus program roll out advising for school bus operators in British Columbia, Quebec, and some operators in Ontario. We provided support to 50% of all loan due diligence for the national fund. Indirectly we supported over 200+ school districts and school operators with seeking funds, which was 30% of FleetZero staff revenue.</p>
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?	<p>INF is an accepted member of the Purchasing Cooperative of America as well as pending applications with several other cooperatives like NASPO & others.</p>
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>INF has contracts with the Federal Department of Commerce to assess and provide feasibility studies for several government, military, and historical sites for EVSE implementation.</p>

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Mount Sinai Hospital	Tom Hourican	212-523-6537
Greenbacker Capital	Greg Greenman	415-290-2946
Dufferin County Green Fleet and Asset Management Plan	Aman Singh	647-706-7694
Government or Education Customers	Pardeep Agnihotri	604-557-6283

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 *
White Sands Missile Range, New Mexico	Government	New Mexico - NM	Installing 110 Level 2 charging stations in 14 locations across the military base.	IDIQ - Indefinite Delivery, Indefinite Quantities (IDIQ)	\$2.5m to date *
City of White Plains	Government	New York - NY	Installing 96 Level 2 charging stations throughout eight (8) municipal parking garages/lots.	IDIQ	\$1.3m to date *
Canada Infrastructure Bank	Government	ON - Ontario	Served as lender's Technical Advisor to provide due diligence for the deployment of more than 1,500 zero emission buses by transit and school bus operators across Canada. This scope is part of the Infrastructure Bank's mandate to support the purchase of 5,000 zero emission buses in the next 4 years with an established target of \$1.5 billion (CAD) loans to stimulate zero emission uptake.	Master Service Agreement Award	\$600,000 CAD *
York Region Transit	Government	ON - Ontario	Standing retainer to complete green fleet transition studies, including vehicle market scans, duty cycle simulations, total cost of ownership comparisons and facility/infrastructure gap assessments for conventional transit, paratransit, and non-revenue vehicles.	Master Service Agreement Award	\$600,000 CAD *
Rockefeller University	Education	New York - NY	Installed 24 charging ports in the faculty garage.	Lump Sum	\$463,923 *

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.	<p>INF has over a dozen employees in its sales force. INF has its own regionally based outside sales teams covering every state within the US and all the provinces in Canada. We also have dedicated sales teams for federal, fleet, and public sectors. Our sales team is empowered to travel safely anywhere within their territory to meet with Sourcewell members onsite. They are also capable of hosting online webinars and training sessions when needed.</p> <p>Through our marketing efforts, existing client base, and market reputation, we receive a significant number of inbound inquiries. To streamline this process for customers, we have a designated sales team devoted to all inbound calls and inquiries from existing and prospective clients. Having a designated team handling these inbound phone calls ensures inquiries are handled quickly and efficiently.</p> <p>Our sales team has a quick assessment guide to understand the public fleet's current state and desired transition plan to assist with properly quoting a transition plan for the fleet. This intake process is made up of 20 questions for a 30-minute virtual call. Moreover, our team of public sector sales force is paired with a capture team which is made up of a bid manager who searches procurement portals for government opportunities.</p> <p>INF also has a team of Solutions Engineers and complex project support resources that can assist in any presale technical education required to help Sourcewell members understand their EV charging options and ultimately develop an optimized deployment. After deployment, we also have a team of Customer Success Managers (CSMs) who look after all existing customers and make sure Sourcewell members are getting the most out of their solutions.</p>
27	Dealer network or other distribution methods.	<p>INF is a leading provider of Electric Vehicle Supply Equipment (EVSE) and energy storage solutions for the renewable energy sector, and Rexel Energy Solutions is one of their distributors. Rexel Energy Solutions is a division of Rexel USA, a leading electrical distributor with over 300 locations across the United States.</p> <p>INF's dealer network includes several partners, including distributors, dealers, and installers. These partners are located throughout the United States and Canada, providing comprehensive coverage of the market. They are trained and certified by INF to sell and install their products, ensuring that customers receive the highest level of support and service.</p> <p>The number of workers involved in each sector varies depending on the specific partner, but generally includes sales representatives, customer service representatives, and technical support staff. These workers may be direct employees of INF or third-party contractors.</p> <p>Rexel Energy Solutions, as a distributor for INF, offers a network of sales and service providers to meet the needs of Sourcewell participating entities across the US and Canada. Rexel Energy Solutions has over 140 locations throughout the United States and is staffed by a team of knowledgeable sales and technical support professionals. They provide expertise in renewable energy, energy efficiency, and energy storage solutions.</p> <p>There may be some overlap between the sales and service functions, as partners are often responsible for both selling and installing INF's products. However, the specific responsibilities and capabilities of each partner may vary depending on their level of training and expertise.</p> <p>FleetZero is a licensed distributor for Cemetex, America's leading insulated tools and personal protective equipment (PPE) manufacturer. As fleets look to electrify, mechanics will need to retool with the safest insulated tool kits and PPE available. As a made-in-America company that does not compromise on safety, Cemetex provides tool kits and PPE through FleetZero to sell to municipalities and public works departments across North America.</p>

28	Service force.	<p>INF's charging solutions come complete with 24/7 driver support, extended hours station owner technical support and maintenance if desired.</p> <p>INF Protect ongoing operations and maintenance plan is meant to pick up where the factory warranties leave off to keep Sourcewell clients covered. The INF support team is based in Kearny Point NJ with a full staff of trained employees and have a response initiation protocol of 24 hours.</p> <p>The support organization is divided into driver, station owner, and activations support teams, with representatives sharing duties and knowledge. In addition, we have plans to add additional headcount by nearly half a dozen more by year end.</p> <p>Once issues are determined, INF Protect team members will respond on site to perform any required repairs.</p> <p>FleetZero's pit crew mentality means that its staff includes experienced fleet technicians and engineering staff are available to conduct site visits to conduct condition assessments and route cause analysis of issues affecting a client's fleet transition journey, including the asset management profile of a fleet's current state, how well vehicles are being produced and serviced at a factory/repair service level and implementation challenges affecting economic, GHG and operational performance.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>When a Sourcewell participating entity wants to order products from INF Associates, they can contact an INF representative, who will work with the entity to determine the specific products and quantities needed. The INF representative will then place the order with an INF distributor, on behalf of the entity.</p> <p>If the entity has a preferred installer, they can work with the installer to place the order directly with INF. In this case, the dealer or installer would act as an intermediary between the entity and INF Associates, handling the ordering process on the entity's behalf.</p> <p>In either case, INF would be responsible for fulfilling the order and shipping the products to the designated location. The distributor or dealer would be responsible for coordinating any necessary installation or technical support, depending on the level of services provided.</p> <p>It is important to note that the roles and responsibilities of the Proposer (INF) and other parties (distributors, dealers, installers) may vary depending on the specific terms of the agreement and the needs of the Sourcewell participating entity.</p>

30	<p>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>	<p>INF operates an in-house Customer Call Center primally based at our New York City office. Our Customer Call Center supports station owners and installation partners. Our support agents provide 24/7/365 coverage for EV station owners via a toll-free telephone number clearly posted on the charging equipment. Live representatives will answer the phone quickly and customers will not be routed through a confusing calling tree. The customer service representatives will provide a variety of services to address customer concerns at the charging station. If possible, the Agent will resolve the issue remotely. If unable to resolve, the issue will be escalated to Station Support and the driver provided the address of a nearby station if one is not available on site. Driver Support agents handle hundreds of calls annually with an average speed of answer of 30 seconds or less.</p> <p>Our Customer Support Center includes Technical Support for station owners and installation partners. This toll-free line is available Monday through Saturday from 5 AM PT to 6 PM PT. Representative help resolve issues from symptom identification, diagnosis, parts logistics, labor logistics, and resolution validation. Our support agents resolve over 100 cases annually with an estimated average speed of answer of 30 seconds.</p> <p>All charging equipment includes remote diagnostics and "remote start" capabilities. When customer service receives notice that minor operational maintenance is needed, the representative will remotely diagnose the EVSE to verify the extent of the service need. If issues cannot be remotely addressed, INF will dispatch service personnel to the site for repairs for which parts costs will be covered for items covered by an active warranty.</p> <p>Customers utilizing our Protect Plan can rest easy knowing that INF will proactively monitor the station for any issues. If an issue is detected, INF will acknowledge the issue within one business day and, if an onsite visit is required, will dispatch labor to the site within one business day of receipt of parts onsite. Our clients also get 98% annual station uptime guarantee with a non-performance penalty for outages caused by station hardware or software failures.</p> <p>Repairs in the field are handled in-house by staff committed to audit requirements and penalties against service level, liability indemnification, customer warranty, pricing accuracy under fixed unit pricing terms, and maintenance of required credentials to perform the work contracted.</p>
31	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.</p>	<p>INF is already a qualified EV charging vendor with Sourcewell and your members within the United States and we look forward to continuing to support your members moving forward. INF has an established install base, dedicated sales force, partners, and provide all listed charging hardware, software, and services throughout the United States. Moreover, INF with its partners is prepared to service fleet transition plans covering the following areas of Feasibility assessment and planning; Total Cost of Ownership; Strategic Roadmap development; Implementation Management; Training & Education.</p>
32	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.</p>	<p>INF is a well-qualified EV charging vendor with Sourcewell, and we look forward to continuing to support your members moving forward in Canada. FleetZero has an established fleet transition management base, dedicated sales force, partners, and will provide all listed charging hardware, software, and services throughout Canada. FleetZero has an established fleet transition management base, dedicated sales force, engineering and vehicle technician staff, partners, and will provide all listed advisory services, charging hardware, software, tooling, and PPE with related services throughout Canada. FleetZero has 16 staff located in Canada with its headquarters in Concord, Ontario (just outside Toronto).</p>
33	<p>Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.</p>	<p>INF, either directly or by leveraging our extensive list of partners, can fully service all geographic areas of the US and Canada.</p>
34	<p>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>	<p>INF is committed and ready to service all Sourcewell's members under this contract purchasing solution.</p>
35	<p>Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.</p>	<p>INF and its partners, FleetZero and ZeroMission does not have any contract issues related to supporting Hawaii and Alaska.</p>

Table 7: Marketing Plan

Line Item	Question	Response *
36	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>INF and its partners will use the following strategy to promote this contract:</p> <p>Outside Sales: Our sales team and account executives will proactively reach out to all Sourcewell members within their assigned territories to promote the contract. We are currently speaking to many of them already and will ensure they are aware of the contract and the value it will bring them.</p> <p>Inside Sales: Our inbound team will be able to promote the contract to all inbound inquiries that come in. As mentioned in Question 18, we receive a significant number of inbound leads from potential/existing Sourcewell members, and our inbound team will promote this contract to everyone and educate them on the details of how they can take advantage of it. Our outbound team will focus on proactive outreach to Sourcewell members and all government agencies. They will also call on leads that get generated through our marketing efforts. We have the tools necessary to track leads through campaigns and call on lead lists.</p> <p>Marketing: Upon award, we will conduct a formal announcement across various channels to get the word out. We will perform regular marketing campaigns to educate the market on this contract. In addition to any help Sourcewell can provide with contact information, we have the tools necessary to quickly pull customer contact information for email campaigns.</p> <p>Associations: INF and its partners are members of various industry associations and regularly involved with activities such as white papers, webinars, conference speaking. We will use these platforms to promote the Sourcewell contract.</p> <p>Webinars: INF can assist with creating webinars that highlight the benefits of the Sourcewell contract with real life testimonials. These webinars can be vendor neutral and positioned as an educational presentation.</p> <p>Trade shows: INF will participate in various trade shows/events around the country and will have marketing material available highlighting our partnership with Sourcewell and details of the contract.</p> <p>Incentives: We will match all state, local and utility incentives to Sourcewell members and proactively educate prospects about the value of both the incentive program and the Sourcewell partnership.</p> <p>Distribution Network: Our large distribution/partner network also has sales and marketing teams primarily supporting electrical contractors. Contractors are often a first touch point for customers exploring a charging solution. ChargePoint will work closely with its partners to help them develop effective marketing strategies. We will also train their sales team to effectively leverage this contract. We will have regular follow-up calls and training to make sure this contract stays top of mind.</p> <p>Examples of our outreach:</p> <ul style="list-style-type: none"> INF at the ACT Expo: North America's largest clean fleet show. Incentive Announcement provided as a courtesy from our incentive management team. Assist in obtaining the appropriate funding available for municipalities across the US

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our marketing approach leverages technology to quickly pull contact information from prospective customers and generate marketing campaigns. INF is often involved in new programs, contracts, grants etc. and can get messaging out to the market extremely quickly. We use various marketing tools for generating leads and managing them through the sales funnel.</p> <ul style="list-style-type: none"> • Organic social posts (Facebook, LinkedIn, Twitter, Instagram) • Digital advertising (banner ads, social ads, paid search, retargeting) • Premium content • Syndicated content • Organic search • Charging Forward blog • Credits and Incentives web page with link to lead form on www.infassociates.com. • Forms (content downloads) • Events (webinars, industry events, partner events) • Email campaigns (purchased lists, contacts from inbounds) • Marketing automation • Downloads of content/other assets • Inbound calls • Sales Development Reps (SDR) outbound calls • Customer referrals • Driver referrals • Hybrid online events around key industry conferences and gatherings such as NY Climate Week <p>Naeem Farooqi, our affiliate, is globally recognized LinkedIn Influencer in the zero emission-mobility space with over 8,000+ followers and ranked in the top 1% for fleet electrification content by LinkedIn. Naeem's post on average has 10,000 to 20,000 views.</p> <p>All this information and leads are captured in a CRM tool (Monday.com), which our team regularly meets weekly to discuss next steps for closing the client. This ensures potential leads do not stagnate</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>INF is committed to developing a collaborative and effective partnership with Sourcewell on this contract and in the long term.</p> <p>Sourcewell can consider INF its potential marketing partner that can greatly help promote this contract. We would look for support on an initial announcement to current members notifying them of this renewed opportunity. We have systems/tools to capture contact information, however, hope that Sourcewell will assist us in providing membership contact information for ongoing outreach and marketing campaigns. The value of providing us with this information will allow us to move quicker and more efficiently.</p> <p>We would also look for opportunities to collaborate on co-branded marketing initiatives with our charging partners. With Sourcewell's well established relationship with its members and INF's expertise in EV charging, working closely together on marketing initiatives will ensure members feel they are in good hands with their EV charging needs.</p> <p>The Sourcewell contract will be part of every discussion we have with existing and potential Sourcewell members. We are speaking with government agencies every day and leveraging this contract will benefit all stakeholders (Sourcewell, its members and INF Associates).</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Like some of our clients, for most Sourcewell members, choosing and implementing a successful Fleet transition and management team is important to getting it right and developing a successful program. This is why INF has developed the most extensive, experienced sales team in the industry and makes these resources available to customers exploring our space. With our help, we are confident its members will be put in a position to implement successful projects. Primarily for this reason, INF does not have its own e-procurement system, our GSA Schedules are online via www.gsaadvantage.gov.</p> <p>FleetZero is in the process of introducing an e-procurement system for insulated tools and PPE related to electric vehicle adoption.</p>

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,	<p>FleetZero's advisory services for battery electric, hydrogen fuel cell and other low carbon propulsion systems include:</p> <ul style="list-style-type: none"> • Fleet Transition Road Map • Pilot Development and Monitoring • Transition Solutions • Total Cost of Ownership and GHG Modelling

who provides training, and any costs that apply.

- Risk Workshops and Analytics
- Policy Development
- Fire Investigations
- Go-to-Market Support
- Asset Management
- Duty Cycle Simulations
- Power Demand Analysis
- Hydrogen Supply Chain Studies
- Technical Due Diligence
- Cost Benefit Analysis
- Root Cause of Failure Analysis
- Market Scan and Product Fit
- Decarbonization Feasibility Analysis
- Fleet Portfolio Management Strategy

Below is a detailed breakdown of the services that we will offer to Sourcewell participating entities:

Feasibility Assessment/ Strategic Roadmap are conducted by Fleet Zero using the playbook comprised of six chapters to map the transition for fleet managers. This process is supplemented with our tools of FleetShift Simulator and FleetShift 360, which allow us to build out duty cycle simulations with power demand understanding in 24 hour 15 minute intervals. This allows operators to understand the range issues. Unlike our competitors our vehicle models are based on digital twins, which yields a much greater accuracy. FleetShift 360 has 400 inputs to build comprehensive scenarios of adoption from a triple bottom line. These two tools and the playbook are used to map a strategic path for the fleet adoption showing the transition of the fleet over a specified period and reduction of GHG. For Further information on our tools please see next section.

Total Cost of Ownership is delivered through our tool called FleetTCO. INF partners have developed a comprehensive tool to assist with understanding the optimal point of replacement and comparison from ICE vehicles to electric or hydrogen. This vehicle to vehicle comparator has been used by over 50+ fleets to understand the impact of class 1 to class 8 vehicles. Fleet Zero's lab partnership with University of Toronto has the most comprehensive lifecycle optimization algorithm for fleet vehicles, which has been used by agencies such as TransLink, TTC, Sarnia, Windsor to name a few. These agencies have been able to reduce maintenance cost and improve reliability for user groups and transit customers. This tool will optimize the replacement age for electric or ICE vehicles using this tool as well to ensure the trade-off capital dollars vs. operating dollars is fully understood.

- Procurement: Vehicle Procurement Cost
- Operations & Maintenance: Labour, Parts, Fuel and

Consumable Items

- Overhaul/Rehabilitation: Major Asset Refurbishment/Component Replacement Cost (i.e., Transmission/Engine Rebuild, Battery Pack Replacement)
- Disposition: Salvage Value (End-of-Life)

The partnership has collectively 17 million workorders for various vehicles from light duty to heavy duty going back 10 years, which helps fill data gaps with municipalities which don't have robust work order reporting systems. As well, Fleet Zero has access to a light duty industry leading API for light duty lifecycle cost in North America. Using these APIs and workorder data our algorithm will classify all workorders into a 12 tree module and show how these cost change over time for the vehicle comparison to provide confidence to fleet operators.

Implementation Management

FleetZero is experienced in taking fleets from feasibility plans to fleet, facility and infrastructure deployment. These services include:

Global Procurement

- Procurement document and process support
- Market sounding
- Scalable purchase support across global partnership network throughout lifecycle
- Access to exclusive distributorships

Transaction Negotiation

- Transaction structuring
- Utility and stakeholder consultations
- Partnership negotiation support/technical representative
- Advisor liaison

Quality Assurance

- Specification development
- Manufacturing process, facility and vendor vetting and audits
- Owner's representative for design to on-floor assembly and pre-delivery inspections
- Condition assessments

	<p>Grants and Technical Assistance</p> <ul style="list-style-type: none"> • Grant writing and management • Technical diligence for granting agencies/ financiers • Custom training/ upskilling across organizations • Assumption validation • Pilot and Deployment Monitoring and Reporting <p>Training & Education</p> <p>INF and its partners have extensive experience developing training programs for end users along with train the trainer program. Our team is comprised of academics and technical trainers who can assist with creating curriculum and training material for specific fleet transition plans. For example, Fleet Zero our partner has developed training material for first responders and delivered the workshops across the world to ensure first responders have the proper knowledge to approach an electric vehicle fire. Moreover, our team has developed a technical program for Porsche Canada to assist with sales and maintenance staff to understand high voltage systems and EV jargon. Our training courses are developed custom to the client needs and user groups involved. This is built on an hourly rate with expenses for customers.</p> <p>Maintenance Advisory</p> <p>A fleet transition plan is incomplete if maintenance is not properly planned as the transition occurs, leaving significant gaps in vehicle uptime and organizational training. FleetZero works with Sourcewell participating entities from the boardroom to the shop floor throughout the transition journey. Our excellence in maintenance is built upon the technical expertise of our pit-crew and deep experience with evidence of zero emission transport maintenance profiles. We vet repair technicians and maintenance service providers to ensure they are capable of performing maintenance on zero emission fleet, equipment, infrastructure and facility upgrades. FleetZero is also a trusted representative for owners to ensure third-party maintenance contracts are structured and managed according to key performance indicators and service levels. Our pit-crew also creates regimes to support timely fleet warranty administration and parts sourcing strategies. We build maintenance policies and standard operating procedures. We understand that the pace of technological advancement and absence of datasets can make the decision to transition fleet challenging. At FleetZero we can help Sourcewell participating entities implement asset management plans for their transition journey. This includes supporting overhaul decisions, battery replacement decisions and timing backwards integration upgrades for technological advancements. This is in addition to our expertise in creating and delivering custom training programs that can be delivered in person, online and hybrid forms through train-the-trainer, departmental and refresher models.</p> <ul style="list-style-type: none"> • Maintenance Partners Vetting and Recommendations • Operation and Maintenance Contracting Support • Maintenance Policy Development • SOP Development • Process Specification Writing • Asset Management Implementation • Asset Replacement, Overhaul and Disposition Analysis and <p>Process Development</p> <ul style="list-style-type: none"> • Parts Strategies and Spare Ratio Development • Training and Reskilling Programs
41	<p>Describe any technological advances that your proposed products or services offer.</p> <p>The technological advances that our proposed practice for fleet transition includes the following:</p> <ol style="list-style-type: none"> 1. FleetShift Simulator <p>FleetShift Simulator (FSS) and FleetShift 360 toolkit is proprietary technology developed by FleetZero to assess feasibility and optimization needs. FSS is comprised of leading edge, expert based, and innovative thinking, data analytics, and simulation solutions. Through its development within FleetZero, and alongside leading academics and global experts in zero emission technology, FSS involves three key components that work together to deliver high quality, customized, and unparalleled output for its clients. These components include the FSS Simulator and FSS 360 to develop total cost of ownership (TCO) and Greenhouse Gas (GHG) models.</p> <p>Fleet Driven Insights</p> <p>Our team uses FSS to evaluate the needs of current vehicles and compare it to available battery electric, hybrid, CNG/RNG and hydrogen fuel cell vehicles in order to refine fleet transition strategies. FSS is a suite of tools that enable and accelerate zero-emission vehicle adoption by evaluating alternative fleet scenarios and the total impact of adopting a new zero or a low emission power system, and the complete range of supporting charging equipment and infrastructure and organizational capacity requirements, needed for each scenario.</p> <p>FSS' solutions are derived using real-world Zero Emission Vehicle (ZEV) fleet operations and maintenance data with the help of Machine Learning (ML) and Artificial Intelligence (AI)</p>

models. The application uses a combination of theory and real-world telematics, including fuel cell and battery chemistries, to predict ZEV characteristics. The simulator is the product of the continuous innovation and collaboration between FleetZero and its academic partners to create an interactive cloud platform, giving agencies the power to see, in real-time, adoption scenarios and vehicle characteristics. The simulator has four unique parameters: Network, Vehicle, Operation, and Refueling. Once the original network is set up, the remaining three parameters can be modified for the three scenarios to be tested against the Business as Usual (BAU) option. An advantage of FSS is the speed of simulation and the ability to run multiple concurrent scenarios for fleets.

Deliverables: Simulation Vehicle Range and Energy/Hydrogen/CNG/Diesel demand across Potential Facilities for Charging/Refueling Infrastructure and Equipment, including current and future (non-public) facilities, public refueling stations and storage facilities and private development scenarios.

From Duty Cycle to Financial Simulations

FleetShift 360 allows users to set up forecasts for 5, 10, 15, 25, and 50-year outlooks with the capability of testing up to three scenarios simultaneously against the Business-as-Usual scenario. Moreover, each scenario is computed against a Net Present Value (NPV). This tool is structured with total lifecycle considerations for clients and will take the capital, operating cost for zero or low emission adoption from the perspective of facility, infrastructure, vehicles, fueling/charging infrastructure, on-site generation and storage, and organizational training and tooling. Outputs include total NPV for each scenario, payback periods, GHG per scenario, GHG per dollar spent, Fleet Adoption, and Phasing. The FleetShift 360 application can also perform a sensitivity analysis. FleetShift 360 features over 400 data points structured in five key areas (facility, fleet, people, environment, and infrastructure) to assist a user to build out multiple scenarios and test sensitivities of pricing of battery cost changes, electricity rates, and maintenance changes over time.

FleetShift 360 Inputs:

People

- Personal Protective Equipment (PPE), (OPEX \$)
- Tools and Training, (OPEX \$)
- Health of Drivers, (OPEX \$)

Environment

- GHG Emissions & Air Contaminants (Tailpipe) (OPEX GHG)
- GHG Emissions & Air Contaminants (Upstream) (OPEX GHG)
- Noise Pollution (OPEX Dba)
- \$ Noise Reduction (OPEX \$)
- \$ GHG Tonne Pricing (OPEX \$)

Facility

- Facility Modifications (CAPEX \$)
- Equipment & Shop Tools (CAPEX \$)
- Facility Chargers (CAPEX \$)
- Facility Chargers Maintenance (OPEX \$)
- Facility Charger Overhaul (CAPEX \$)

Infrastructure

- En-Route Chargers (CAPEX \$)
- Utility Service Upgrades (CAPEX \$)
- En-Route Charger Maintenance (OPEX \$)
- En-Route Charger Overhaul (CAPEX \$)
- On-Site Storage & Generation (CAPEX \$)
- On-Site Storage & Generation (OPEX \$)

Fleet

- Fleet Purchase Cost (CAPEX \$)
- Fleet Maintenance Cost (labour, parts) (OPEX \$)
- Fleet Overhaul (labour, parts, components) (CAPEX \$)
- Battery Overhaul (labour, parts) (CAPEX \$)
- Fleet Consumables (fluids, shop supplies) (OPEX \$)
- Fuel & Energy Cost (kwh \$, Diesel Liter \$) (OPEX \$)

2. FleetShift Simulator

FleetShift Simulator (FSS) and FleetShift 360 toolkit is proprietary technology developed by FleetZero to assess feasibility and optimization needs. FSS is comprised of leading edge, expert based, and innovative thinking, data analytics, and simulation solutions. Through its development within FleetZero, and alongside leading academics and global experts in zero emission technology, FSS involves three key components that work together to deliver high quality, customized, and unparalleled output for its clients. These components include the FSS Simulator and FSS 360 to develop total cost of ownership (TCO) and Greenhouse Gas (GHG) models.

Fleet Driven Insights

Our team uses FSS to evaluate the needs of current vehicles and compare it to available battery electric, hybrid, CNG/RNG and hydrogen fuel cell vehicles in order to refine fleet

transition strategies. FSS is a suite of tools that enable and accelerate zero-emission vehicle adoption by evaluating alternative fleet scenarios and the total impact of adopting a new zero or a low emission power system, and the complete range of supporting charging equipment and infrastructure and organizational capacity requirements, needed for each scenario.

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Deliverables: Simulation Vehicle Range and Energy/Hydrogen/CNG/Diesel demand across Potential Facilities for Charging/Refueling Infrastructure and Equipment, including current and future (non-public) facilities, public refueling stations and storage facilities and private development scenarios.

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FleetShift 360 Inputs:

People

- Personal Protective Equipment (PPE), (OPEX \$)
- Tools and Training, (OPEX \$)
- Health of Drivers, (OPEX \$)

Environment

- GHG Emissions & Air Contaminants (Tailpipe) (OPEX GHG)
- GHG Emissions & Air Contaminants (Upstream) (OPEX GHG)
- Noise Pollution (OPEX Dba)
- \$ Noise Reduction (OPEX \$)
- \$ GHG Tonne Pricing (OPEX \$)

Facility

- Facility Modifications (CAPEX \$)
- Equipment & Shop Tools (CAPEX \$)
- Facility Chargers (CAPEX \$)
- Facility Chargers Maintenance (OPEX \$)
- Facility Charger Overhaul (CAPEX \$)

Infrastructure

- En-Route Chargers (CAPEX \$)
- Utility Service Upgrades (CAPEX \$)
- En-Route Charger Maintenance (OPEX \$)
- En-Route Charger Overhaul (CAPEX \$)
- On-Site Storage & Generation (CAPEX \$)
- On-Site Storage & Generation (OPEX \$)

Fleet

- Fleet Purchase Cost (CAPEX \$)
- Fleet Maintenance Cost (labour, parts) (OPEX \$)
- Fleet Overhaul (labour, parts, components) (CAPEX \$)
- Battery Overhaul (labour, parts) (CAPEX \$)
- Fleet Consumables (fluids, shop supplies) (OPEX \$)
- Fuel & Energy Cost (kwh \$, Diesel Liter \$) (OPEX \$)

3. FleetPulse

Fleetpulse is digital checklist and testing app based on iOS architecture, which can be provided to conduct fleet condition assessments as well as quality assurance on in production and at delivery for electric vehicles.

		<p>4. FleetTCO</p> <p>FleetZero's Total Cost of Ownership tool is fueled by data from its lab partnership with University of Toronto has the most comprehensive lifecycle optimization algorithm for fleet vehicles using actual maintenance data. These agencies have been able to reduce maintenance cost and improve reliability for user groups and transit customers. This tool will optimize the replacement age for electric or ICE vehicles using this tool as well to ensure the trade-off capital dollars vs. operating dollars is fully understood. The image below is a sample output from a Total Cost of Ownership analysis of a Ford F150- Lightning for a public works agency in Canada.</p>
42	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) values that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Our company practices what it preaches with an electric fleet for company vehicles??</p> <p>FleetZero is committed to diversity, equity, and inclusion. It has partnered with the Toronto District School Board to offer co-op positions for new immigrants to Canada to gain working experience with decarbonization strategies. We are working with non-profit agencies to complete fleet decarbonization strategies at a reduced rate for the Toronto Regional Conservation Authority. This is consistent with our company's mission to make transport decarbonization a reality for all organizations. In addition, its leadership team are recognized champions for diversity and gendered leadership (with 50% of our leadership team identify as being a woman).</p> <p>Finally, the FleetZero leadership team drives only electric vehicles and manages a 3-acre forest in Ontario for carbon offset of all travel activity.</p> <p>ZeroMission works with numerous organizations, including state and federal government, to formulate policies to promote commercial EV adoption, evolution of the data ecosystem for EV fleets, and other infrastructure that will be necessary to integrate and manage commercial EVs at scale.</p> <p>ZeroMission is a member or plays an active role in the following organizations:</p> <p>CALSTART</p> <p>CALSTART is a member-supported organization of more than 140 firms, fleets and agencies worldwide dedicated to supporting a growing high-tech, clean transportation industry that cleans the air, creates jobs, cuts imported oil and reduces global warming emissions. CALSTART provides services and consulting to spur advanced transportation technologies, fuels, systems, and the companies that make them.</p> <p>Center for Transportation and the Environment (CTE)</p> <p>The Center for Transportation and the Environment (CTE) is a member-supported 501(c)(3) nonprofit organization that develops, promotes, and implements advanced transportation technologies, vehicles, and fuels that reduce environmental pollution and fossil fuel dependency. They have helped more than 200 US companies move their technologies into the global energy and transportation mainstream. Currently, CTE is heavily involved in the deployment of electric and fuel cell vehicles, along with charging and hydrogen fueling infrastructure, across the U.S. CTE also works closely with vehicle manufacturers, component providers, and fleet operators, including transit agencies and logistics organizations across the country.</p>
43	Identify any third-party issued eco-labels, ratings, ESG scores, or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>INF is brand agnostic and works with many manufacturers that offer Energy Star certified charging stations. ChargePoint DC products are intended to be Energy Star certified when the program is fully defined and available for certification.</p> <p>INF is a certified reseller of hardware that gets advanced tested and exposed to extreme environmental accelerated life cycle testing. Tests include solar loading, extreme heat, extreme cold, humidity, seismic, focused pressurized water, impact, and dozens of other tests designed to improve product reliability and longevity. Higher reliability, less on-site visits, fewer replacement parts, and longer life span all contribute to lessening environmental impact.</p>
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>INF does not possess any MWBE certifications directly but our partners that we partner with often do. We have attached a copy of DVM Industries MWBE certifications and status. Please see attachment, "INF Associates Response to DVM MWBE Certificates.</p>

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> <p>Individuals conduct business and are the drivers of change within municipalities. The proposed team has worked together for close to a decade to deliver feasibility studies, strategies, implementation plans and ongoing stakeholder engagements for municipalities across Canada & USA. While the names of some of the firms may have changed, the team has consistently delivered leading insights and value-added solutions for governments from coast to coast. We are individually and collectively leaders in encouraging the green transition from all facets, whether from fleet, facility, infrastructure, stakeholders, environmental and economics. We are vested in achieving a social license from stakeholders, whether the public or utilities. Together, we can create an actionable, responsive, and made-for-municipalities fleet transition strategy that realizes the municipality's short- and long-term objectives.</p> <p>"Our Team speaks fleet", The INF team is comprised of experts from all disciplines including mechanics and former public work commissioners. This broad team allows us to connect with shop floor concerns, user group operating challenges, c-suite, and elected officials pressure to decarbonize operations without compromising on service delivery.</p> <p>Our Suite of Tools & Technology is powered by digital twin technology, machine learning and advanced algorithms that allow us to provide offerings that are market leading in accuracy and capability to deliver sophisticated solutions in a timely manner. FleetShift Simulator, FleetShift 360, FleetTCO, FleetPulse are all tools which have been developed over the past decade with extensive experts and partnerships to allow fleets to explore fleet decarbonization in an efficient and wholistic way.</p> <p>Relationships: The INF Team is multidisciplinary and has skills that span engineering, finance, marketing, legal, planning, stakeholder engagement and academia with relationships with tier 1 and tier OEMs, storage and EV equipment suppliers, utilities, levels of government and technology developers. This allows the INF team to access information that is not readily available in the market. Our deliverables are informed by actual experiences with EV adoption. We deliver higher value to our clients as we can validate assumptions, conduct market scans, conduct infrastructure, policy, and facility gap assessments, and identify, price, and adjust risks associated with encouraging EV usage and charger station utilization across the municipality. We are also engagement-minded improving the awareness, communication, and public support for Sourcewell Fleet Transition & EV charging strategy.</p> <p>ZeroMission's Unique Attributes</p> <p>ZeroMission is developing an industry-first, end-to-end data & supervisory layer for fleets, that integrates and synchronizes all the data from the electric vehicle operating ecosystem into one platform. Our services help fleets reduce the cost and complexity of EVs and to enable them to integrate them into day-day operations. Irrespective of supplier, we gather data across a site or operation, and our algorithms present reliable, actionable information in an intuitive format.</p> <p>As Sourcewell member needs evolve around EVs, we address the demand for higher value data services that are essential to unlock the significant operational savings potential of fleet ZEVs. With the sustained transition to ZEV, we help customers operate and manage ZEV fleets, which provides an overall increased customer ROI when compared with traditional and fleet EV charging standalone services today.</p> <p>This is achieved through:</p> <p>EV System-Wide Visibility: All internal teams from operations to facilities to management will be working from a consistent and concise data model. Empowering people to make more informed decisions towards reduced downtime and increased utilization of capital.</p> <p>Operational Alerts & Insights: As issues arise from different components of the system, alerts will be generated on the dashboard along with recommendations to help resolve the issue at hand.</p> <p>Historical Data Analysis & Reporting: Pre-built and customizable reports allow for a wide range of learnings to be possible including overall energy & operational performance, OEM comparisons, operational gaps, and ongoing issues that may not be tracked manually.</p> <p>Artificial Intelligence built into the ZeroMission platform will constantly be analyzing all information in the customer's database creating the opportunity for long term learning on overall system capital & operational needs.</p> <p>Scalability: ZeroMission's platform is agnostic to all elements of the EV fleet ecosystem and interoperable across brands, makes and models of vehicles, charging systems, and other components. As technological advancements are made in these areas over time, our services are designed to incorporate these future data elements which will help Sourcewell members through their entire EV fleet lifecycle.</p>
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Table 9A: Warranty

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	INF supports the warranty of Sourcewell qualified EVSE products, which typically includes coverage for defects in materials and workmanship for a specified period. Additionally, INF provides a 1-year labor warranty on installation services for these EVSE products, which covers the cost of any labor required to repair or replace the installed equipment. Our team of experienced technicians is committed to providing high-quality installation services and ensuring that our customers have a positive experience with our products and services.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	As a leading provider of EVSE and energy storage solutions for Sourcewell selected EVSE products, INF offers warranty coverage that typically includes protection against defects in materials and workmanship for a specified period. It's important to note that some warranties may include usage restrictions or other limitations on coverage that could potentially affect the value of the warranty. However, INF's warranty program for EVSE products is designed to provide comprehensive coverage and protect against common issues that may arise during normal use. In addition, our 1-year labor warranty on installation services provides customers with added peace of mind and ensures that they receive high-quality installation services from our team of experienced technicians.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	INF will provide on-demand maintenance and corrective repair services for the Sourcewell selected EVSE products. The response and site visit for support services will be scheduled within 48 hours, and charges for services will be billed hourly at \$180 per hour with a minimum of 4 hours. If the equipment is covered by a warranty, INF will submit invoices to the third-party equipment provider and apply any reimbursement to the Company's account. The contractor will also work to obtain a root cause analysis from the hardware OEM to identify the specific issue(s) that necessitated the maintenance performed. INF personnel will be qualified and equipped with appropriate tools and materials to diagnose and correct the repair, and the service work shall be performed between 8:30 AM and 4:30 PM, Monday through Friday, excluding holidays. In cases of emergency, service calls may be placed by dialing (917) 634-6282. Additional services outside the scope of the agreement may be accepted or rejected by INF in its sole discretion, and if accepted, Company shall pay for the Additional Services in accordance with INF's then-current hourly rates or prices for parts and equipment.
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?	Our goal is to provide warranty service for all Sourcewell participating entities regardless of their geographic location. We have a network of certified technicians across the United States and Canada to perform warranty repairs. In the rare event that we are unable to provide a certified technician in a specific area, we will work with the participating entity to find a solution that meets their needs, which may include partnering with a third-party service provider or arranging for travel of a certified technician to the site.
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?	Yes, typically warranties for items made by other manufacturers that are part of our proposal are passed on to the original equipment manufacturer. We will work with the participating entity to facilitate any warranty claims with the original equipment manufacturer and ensure that the process runs smoothly.
51	What are your proposed exchange and return programs and policies?	INF follows the exchange and return policies of the Sourcewell-selected EVSE manufacturers.
52	Describe any service contract options for the items included in your proposal.	INF Associates offers a preventative maintenance service for Electric Vehicle Charging Station equipment. As per the terms and conditions outlined in the Service Agreement, INF will provide scheduled preventative maintenance visits to support the operation and upkeep of the Equipment, as well as on-demand maintenance and repair services when requested. The Company can rely on INF's qualified and equipped personnel to diagnose and correct any issues with the Equipment, and INF will work to obtain root cause analysis for any corrective maintenance performed.

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 project on each engagement will be governed by a project management system that is designed to achieve our goal to "deliver quality services on schedule and within budget". The assigned Project Manager will manage an integrated project management system with the delivery of services that demonstrates a thorough understanding of the project objectives, assigns the right tasks to the right expertise, and implements a detailed work plan, communication plan, financial management plan, health, safety, and environment plan.</p> <p>Our integrated project management system is centered on sound business principles and integrates all project management functions including project control. A detailed breakdown of the project tasks and sub-tasks is developed and entered into the system, identifying cost, human power, and schedule parameters. The system is capable of comparing work progress with the initial project plan, identifying problems before they arise and providing project management with up-to-date data for organizing and managing the project on time and within budget.</p> <p>The assigned Project Manager will work with the full team to ensure all work is performed to the highest standards. Moreover, the Proposed Team will provide a dedicated QA/QC role which reviews all deliverables, which are set to clients. Moreover, client feedback is managed through a client comment tracker to ensure all changes in report and deliverables are incorporated into next version of deliverables.</p>
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Our quality management program (QMP) is designed to provide reliable, high-quality deliverables and exemplary service to our customers. Based on the ISO 9000 principles, our program integrates our entire project delivery system, including procurement, systems management, subcontractor performance, and all technical execution of our work product. We regularly gauge the effectiveness of our quality program through feedback from our Customer Satisfaction Survey program.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	<p>Payment Terms:</p> <ul style="list-style-type: none"> 50% of the total project cost is due upfront before work can begin. The remaining 50% of the project cost is due upon project close. Payment must be made within 30 days of the project's closing. ACH payments are accepted and preferred. <p>Please note that failure to make payments on time may result in a delay of project completion or additional fees. Additionally, if there are any changes to the scope of work, a revised project estimate may be provided, and a new payment schedule may need to be established.</p>
56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>INF is committed to accelerating the adoption of electric vehicles and supporting the growth of the EV industry. As part of our efforts, we work closely with financing companies to facilitate the funding of EVSE (Electric Vehicle Supply Equipment) projects. By partnering with reputable financing companies, we help our clients secure financing for their EVSE projects, enabling them to move forward with their plans to install EV charging stations and support the transition to a cleaner, more sustainable transportation system. Our aim is to make EVSE projects accessible and financially feasible for businesses and organizations of all sizes, while contributing to the growth and development of the EV market.</p>

57	<p>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.</p>	<p>1. Terms of payment for the Products and Services are net thirty (30) days. Any invoice not paid within thirty (30) days from the date of invoice will be subject to a service charge equal to the lesser of One and One-half percent (1.5%) per month on account balances or the maximum percentage permitted by law. INF reserves the right to de-activate the charging equipment for non-payment.</p> <p>2. At INF's option, Buyer may be invoiced monthly for Services provided over more than one month.</p> <p>3. For material purchases in excess of \$50,000, INF reserves the option to invoice 50% of the total at the time of Product order and the remaining 50% at the time of Product delivery.</p> <p>4. All prices shall include all federal, state, local and foreign taxes, duties, customs, and other fees relating to the sale, transportation, use, performance or possession of the Buyer of the Product and Services.</p> <p>5. Buyers must meet all utility and state incentive operating and reporting requirements or they may be subject to repayment of rebates and incentives. In the case Buyer does not meet the utility and state incentive requirements, INF shall not be liable for the repayment of any rebates or incentives.</p> <p>6. INF shall not be liable for delays or performance resulting from causes beyond its reasonable control, acts of God, acts or omissions of Buyer, fire, strike, or other labor difficulty. Should there be a delay, the date of delivery or performance shall be extended.</p> <p>7. An order may be terminated only by mutual written agreement between Buyer and INF and only upon payment of costs and expenses already incurred by INF.</p> <p>8. FleetZero endeavors to represent THE CLIENT's interests to the best of its ability. However, FleetZero makes no guarantees of any specific outcome or results. All Services provided to THE CLIENT reflect judgement and the facts available to FleetZero at the time the Service is provided. Any and all liability related to this Agreement, including the delivery of Services, shall be limited to the Fees payable to FleetZero from THE CLIENT. Under no circumstances will FleetZero be liable for all damages, losses, or harm in the delivery of Services under this Agreement.</p> <p>For clarity, THE CLIENT agrees to limit the liability of FleetZero, its affiliates and their respective employees, officers, directors, agents, consultants and subcontractors (hereafter known as "FleetZero Entities") to THE CLIENT, its employees, officers, directors, agents, consultants and subcontractors, whether in contract, tort, or otherwise, which arises from FleetZero Entities acts, negligence, errors or omissions, such that the total aggregate liability of the FleetZero Entities to all those named shall not exceed FleetZero's total Fees for the Services rendered under this Agreement.</p> <p>Under no circumstances will FleetZero be liable for any decisions made by THE CLIENT, if the decisions were made without the advice of FleetZero, or contrary to or inconsistent with FleetZero's advice; the unauthorized distribution of any confidential document or report prepared by or on behalf of FleetZero for the exclusive use of the Client; claims for damages for bodily injury, including death which is actually or allegedly, in whole or in part, directly or indirectly, caused by, based upon or in any way involving any material derived therefrom in whatever form or quantity from FleetZero Entities.</p> <p>No claim may be brought against FleetZero in contract or in tort, more than two years after the Services were completed or terminated under this Agreement. THE CLIENT waives any and all rights, remedies, and claims that it may have against FleetZero, its principals, employees, directors, officers, or agents whether at law, under any statute or in equity or otherwise, directly, or indirectly, relating to the performance of this Agreement to the extent limited by this Article.</p> <p>In no event shall either Party be liable to the other for indirect, incidental, or consequential damages of any kind (regardless of whether such damages are alleged to have arisen from negligence, breach of warranty, breach of contract, or from any other cause) including, but not limited to, damages arising from the use or loss of any facility, loss of anticipated profits or revenues, cost of purchasing or replacing products and services, or claims of customers.</p>
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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?	INF values the security and integrity of financial transactions and has established policies and procedures to ensure compliance with industry standards and best practices. As part of our commitment to maintaining a secure and reliable payment processing environment, we do not accept p-card payments. While p-card procurement can offer benefits such as streamlined purchasing, we believe that using other payment methods provides greater security, control, and transparency. Therefore, INF accepts alternative payment methods such as wire transfers, ACH transfers, and traditional credit card payments to provide our clients with a variety of secure and convenient options for making payments.
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Table 11: Pricing and Delivery

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

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	See attachment for Line Item 59 and Table 12. Note, INF Associates can work with all Sourcewell approved EVSE providers and have added the pricing for ABB on Table 12 due to the lack of existing Sourcewell contract for ABB.
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.	10% off MSRP on all hardware. Further, in being brand-agnostic, INF Associates assists clients in determining the most cost-effective solutions and hardware options for the specific project needs.
61	Describe any quantity or volume discounts or rebate programs that you offer.	No standard volume discount is offered but 1%-5% can be considered on an opportunity basis.
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.	INF is a brand agnostic EVSE Supplier and will offer a 5-10% discount off MSRP for non-Sourcewell listed items. All items listed on Sourcewell will have their pricing honored.
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.	In the section below, we describe the general installation cost per L2 port and kW of DCFC. However, the site conditions at each individual location vary greatly and as a result, as will the cost of installation. Infrastructure and installation costs are typically quoted firm-fixed based on the site-specific details, which minimizes upfront cost and helps minimize change orders throughout the project.
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and shipping are an additional cost to the Sourcewell entity. INF will coordinate the shipping and delivery with the on-site point of contact to ensure the stations arrive when needed for installation. This is to avoid any damage to the stations from long-term site storage, and to avoid any additional costs for storage or expedited shipping.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery for non-continental US and Canada will be done on a prepaid-and-add basis. The customer will be invoiced following delivery at cost +15%.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	INF has a North American distribution model with extended partners in various States and Provinces which would be brought in to reduce the cost of sending expert resources to enables Sourcewell and its members to reduce out of pocket costs.

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.	The INF Team and its partners have proposed a comprehensive pricing model that is beneficial to Sourcewell and its members in support of the Fleet decarbonization purchasing program. In doing so, we have also renegotiated rates with our partners to provide the competitive pricing package for this engagement. Please see attachment, "INF Associates Response to Table 12 Pricing Offered"

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.	INF has implemented a comprehensive self-audit program to ensure compliance with the proposed Contract with Sourcewell. Our program includes a monitoring and reporting system that tracks sales through automated tools, allowing us to identify discrepancies and ensure all participating entities receive accurate pricing and fees. To support our sales reporting, we have a dedicated team that oversees all aspects of the Contract and ensures compliance with its requirements. Additionally, INF has established clear policies and processes that are reviewed regularly to ensure best practices. Overall, INF obtains the level of detail and transparency necessary to meet the reporting requirements set forth in the Contract template.
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.	<ul style="list-style-type: none"> • Sales, Revenue, and Pipeline • Customer Success and Retention • Organizing and Meeting Delivery Timelines • Construction Performance: ◦ Budget ◦ Timeline ◦ High Quality ◦ Safety
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	INF proposes an administrative fee of 3% on total to be paid to Sourcewell upon receipt of final payment from the customer on any contract awarded through Sourcewell to INF Associates.

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

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Feasibility Assessment and Planning FleetZero proposes to offer feasibility assessment and planning for Sourcewell participating entities. The feasibility analysis and planning can be offered for battery-electric, hydrogen-fuel cell and other low carbon propulsion types for a variety of vehicles, ranging from light duty to Class 2B-8 as well as specialty fleet equipment, vocational vehicles and upfitted configurations. This analysis will involve an assessment of Fleet, Stakeholders, Infrastructure, Facility, Economics and Environment (including GHG and carbon pricing models). These items are known as Chapters in the FleetZero Playbook. This process is supplemented with our tools, FleetShift Simulator and FleetShift 360, which allow us to build out duty cycle simulations with power demand understanding in 24-hour, 15-minute intervals.

FleetShift allows Sourcewell participating entities to understand the range issues when transitioning their fleet, the impact on operations and spare ratios, as well as the timing of transition across their fleet portfolio given limitations in technologies or incompatibility in range expectations of different propulsion systems. Unlike our competitors our vehicle models are based on digital twins of actual makes and models using real-world data. This yields a much greater accuracy when conducting feasibility analyses. FleetShift 360 has 400 inputs that are used to build comprehensive adoption scenarios customized to the actual situation of Sourcewell participating entities and deploy a triple bottom line approach to offering recommendations and planning considerations. These two tools and the FleetZero Playbook are used to then map a strategic path forward for fleet adoption, showing the transition of the fleet over a specified period and the corresponding reduction of GHG emissions.

A detailed overview of the methodology that will be deployed is outlined in the Supplementary Document as well as referenced with the corresponding tools in Table 8 above.

Total Cost of Ownership (TCO) Assessments

FleetZero proposes to provide TCO Assessments complete with offering detailed insight into the optimal point of fleet replacement and comparison of internal combustion engine vehicles to battery-electric or hydrogen-fuel cell or other propulsion systems (such as renewable natural gas which is often considered by refuse truck fleets). The TCO Assessment provides a vehicle-to-vehicle comparator which has been used and validated by 50+ fleets within North America to understand the impact of transitioning across Class 1 to Class 8 vehicles.

FleetZero's lab partnership with the University of Toronto offers one of the most comprehensive lifecycle optimization algorithms for fleet vehicles. This degree of analysis enables Sourcewell participating agencies to not only consider financial cost comparisons but also analysis that can optimize maintenance costs and improve reliability for user groups. FleetTCO is a tool that FleetZero proposes to use to also optimize the replacement age for electric or ICE vehicles by ensuring the trade-off between capital dollars and operating dollars is fully understood. An overview of the categories that will be analyzed to complete TCO Assessments include:

- Procurement: Vehicle Procurement Cost
- Operations & Maintenance: Labour, Parts, Fuel and Consumable Items
- Overhaul/Rehabilitation: Major Asset Refurbishment/Component Replacement Cost (i.e., Transmission/Engine Rebuild, Battery Pack Replacement)
- Disposition: Salvage Value (End-of-Life)

Unlike our competitors, FleetZero has formed partnerships to collectively analyze 17 million workorders for various vehicles from light duty to heavy duty going back 10 years, to fill data gaps for Sourcewell participating entities which may not possess robust work order reporting systems or data to form resilient TCO Assessments. As well, FleetZero has access to a light duty industry leading API that can compute lifecycle costing for battery-electric, hydrogen fuel cell and other alternative propulsion vehicles across North America. Using these APIs and workorder data our algorithm will classify all workorders into a 12-tree module to show how lifecycle costs change over time across different vehicles. This TCO Assessment will support confidence among Sourcewell participating entities in their decision-making process.

A detailed overview of the methodology that will be deployed is outlined in the Supplementary Document as well as referenced with the corresponding tools in Table 8 above.

Strategic Roadmap Development

INF and its partners propose to offer strategic roadmap development services to Sourcewell participating entities. These services build upon feasibility and TCO analyses to provide a green fleet strategy supporting the implementation of low carbon transport across different timelines, budget scenarios and policy objectives. INF and its partners provide a variety of services to populate strategic roadmap development as well as inform tactical implementation plans across different scenarios. This includes the completion of maintenance advisory services and implementation support to guide the creation of milestone targets, performance management systems, and accountability processes (such as RACI and stakeholder engagement forums to socialize strategic recommendations and identify realistic bottlenecks such as utility planning cycles or supply chain limitations).

Training and Education

INF and its partners propose to offer Sourcewell participating entities training programs for different users along with train the trainer programs delivered in various formats. Our team of academics and technical trainers will assist with creating curriculum and training material for specific fleet transition plans and tailored to the needs of different user groups. For example, FleetZero has developed training material for first responders and delivered workshops across the world to ensure first responders have the proper knowledge to approach an electric vehicle

	<p>fire. Moreover, our team has developed a technical program for Porsche Canada to assist with sales and maintenance staff to understand high voltage systems and lock-out procedures, as well as how to approach sales and servicing for electric vehicles. Our training courses will be customized for client needs and the user groups involved, as updated with the latest lessons learned, technologies and best practices both in North America and globally.</p> <p>Our training programs can be developed for in-person delivery, on-line and hybrid learning modules. This approach also involves developing take-away content to support ongoing learning processes and refresher programs.</p> <p>A detailed overview of the methodology that will be deployed is outlined in the Supplementary Document as well as referenced with the corresponding tools in Table 8 above.</p> <p>ZeroMission is developing an industry-first, end-to-end data & supervisory layer for fleets that integrates and synchronizes all the data from the electric vehicle operating ecosystem into one platform. Our services help fleets to reduce the cost and complexity of EVs and to enable integration into day-day operations. Irrespective of supplier, we gather data across a site or operation, and our algorithms present reliable, actionable information in an intuitive format.</p> <p>ZeroMission is designed as a complementary monitoring software to individual component monitoring and management services that Sourcewell members may already or plan to utilize such as telematics (e.g., Viriciti, GeoTab), charge management (e.g., ChargePoint), energy management (e.g., Evoke), dispatch, and power generation. ZeroMission will analyze the data available at each site, determine key operational datapoints, and integrate these into the ZeroMission platform. The complexity of integrations will vary from leveraging integrations already programmed in our portfolio to building new or expanding existing integrations to support customer specific requirements.</p> <p>Integrated information is presented in one platform through various modules that address key areas across the EV operation. These include: 1) the Exceptions Dashboard, which provides the user with operational insights and suggested actions, 2) Site View allows for a quick, comprehensive overview of fleet and charger availability, and 3) Reporting Module provides the option to access all data and build customized reports as needed. Software plans are available on multiyear terms with integration needs tailored to each site.</p>
72	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p> <p>A. Feasibility assessments and planning; FleetZero B. Total cost of ownership (TCO) assessments; FleetZero C. Strategic roadmap development; FleetZero D. Implementation and management services, including: i. Incentive identification and processing. ii. Subscription or as-a-service. iii. Acquisition. iv. Installation. v. Integration. vi. Charging management. vii. Repair and maintenance. viii. Telematics; and, E. Training and education. FleetZero</p>

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

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

Line Item	Category or Type	Offered *	Comments

73	Feasibility assessments and planning	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>INF and its partners propose to offer feasibility assessment and planning for Sourcewell participating entities. The feasibility analysis and planning can be offered for battery-electric, hydrogen-fuel cell and other low carbon propulsion types for a variety of vehicles, ranging from light duty to Class 2B-8 as well as specialty fleet equipment, vocational vehicles and upfitted configurations. This analysis will involve an assessment of Fleet, Stakeholders, Infrastructure, Facility, Economics and Environment (including GHG and carbon pricing models). This process is supplemented with our tools, FleetShift Simulator and FleetShift 360, which allow us to build out duty cycle simulations with power demand understanding in 24-hour, 15-minute intervals.</p>	*
74	Total cost of ownership (TCO) assessments	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>INF and its partners propose to provide TCO Assessments complete with offering detailed insight into the optimal point of fleet replacement and comparison of internal combustion engine vehicles to battery-electric or hydrogen-fuel cell or other propulsion systems (such as renewable natural gas which is often considered by refuse truck fleets). The TCO Assessment provides a vehicle-to-vehicle comparator which has been used and validated by 50+ fleets within North America to understand the impact of transitioning across Class 1 to Class 8 vehicles. In the event a Sourcewell participating entity does not have access to robust data sets, our team has access to North American databases of real-world data across vehicle classes, propulsion types and vehicle lifecycle points to assist in high-quality TCO Assessments. FleetTCO is a tool that FleetZero proposes to use to also optimize the replacement age for electric or ICE vehicles by ensuring the trade-off between capital dollars and operating dollars is fully understood.</p>	*
75	Strategic roadmap development	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>INF and its partners propose to offer strategic roadmap development services to Sourcewell participating entities. These services build upon feasibility and TCO analyses to provide a green fleet strategy supporting the implementation of low carbon transport across different timelines, budget scenarios and policy objectives. INF and its partners provide a variety of services to populate strategic roadmap development as well as inform tactical implementation plans across different scenarios.</p>	*

76	Implementation and management services, including Incentive identification and processing, Subscription or as-a-service, Acquisition, Installation, Integration, Charging management, Repair and maintenance, and Telematics. (Identify the types of services included in your proposal in the "Comments" field).	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes</p> <p>ZeroMission is a software-as-a-service product provided to integrate multiple data sources across an EV fleet ecosystem. A dedicated deployment manager will be provided to each project to confirm that pertinent operational data is available for each site and provide guidance for alternatives if it is not available.</p> <p>If available, standard data sources already included in our portfolio will be leveraged for the customer solution. For new data sources, the deployment manager will work directly with the customer, data source and internal software development resources to qualify requirements for new integrations.</p>	*
77	Training and education	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>INF and its partners propose to offer Sourcewell participating entities training programs for different users across various delivery models. Training and education programs will be customized for Sourcewell participating entities and can range from skills based, foundational vehicle/infrastructure/equipment primers and organizational transformation training for decision makers to specific technical training for a range of stakeholders such as first responders, operators, and maintenance staff. We deploy a variety of training methods built upon our team of academics, technical trainers, and partnerships with industry associations.</p> <p>ZeroMission through its deployment manager will provide initial training and onboarding in the use, navigation, and interpretation of services.</p>	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe your company's strategy as it relates to incentives processing for public agencies.	INF has its own internal incentives and bid management desks. These teams regularly work with federal, state, and utility authorities that offer incentives for various EVSE projects. We identify opportunities and work with the granting institution to obtain awards for all eligible projects. We have acquired tens of millions of dollars in subsidies for our clients in 2022 and look forward to obtaining even more in 2023.	*
79	Describe any ongoing services or subscriptions your company offers.	<p>INF offers our in-house ongoing operations and maintenance plan: INF Protect. We offer these services as an option for customers that want to be covered after the factory warranties expire.</p> <p>ZeroMission is a software-as-a-service product provided to integrate the multiple data sources across an EV fleet ecosystem. Our services help fleets to reduce cost and complexity of EVs and to enable integration into day-day operations. Irrespective of supplier, we gather data across a site or operation, and our algorithms present reliable, actionable information in an intuitive format. ZeroMission is designed as a complementary monitoring software to individual component monitoring and management services that Sourcewell members may already or plan to utilize such as telematics (e.g., ViriCiti, GeoTab and Tecium), charge management (e.g., ChargePoint), energy management (e.g., EVoke), dispatch, and power generation. Subscriptions are licensed on a per vehicle basis and a term of 1 year, with the option to subscribe multiannual terms up front, per pricing table provided.</p>	
80	Describe how you assess agencies' utilities infrastructure as it relates to	This service is traditionally handled by our engineering staff as a prerequisite to the design phase of operations. Site assessments and feasibility studies are conducted	

Utilities will measure as it relates to electrifying fleets.	design phase of operations. Site assessments and feasibility studies are conducted to identify preexisting infrastructure that will support the new hardware to be installed, the location of the power feeds in respect to prospective charging station sites, and to identify what new service agreements/equipment will be necessary from the utility to complete the project.
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Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 81. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
None	None	INF and Team have no exceptions or proposed modifications. Our submission is fully compliant to this purchasing program.

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](#) - INF Associates Response to Table 12_Pricing Offered.xlsx - Thursday May 11, 2023 14:59:02
- [Financial Strength and Stability](#) - INF Associates Financial Solvency Letter.pdf - Thursday May 11, 2023 15:00:19
- [Marketing Plan/Samples](#) - INF and Partners Marketing Plan Samples for Sourcewell.zip - Thursday May 11, 2023 15:28:05
- [WMBE/MBE/SBE or Related Certificates](#) - INF Partner_DVM NYC MWBE Certificates.zip - Thursday May 11, 2023 15:25:01
- [Warranty Information](#) - INF Protect Warranty Information.pdf - Thursday May 11, 2023 15:41:21
- [Standard Transaction Document Samples](#) - INF Associates response to Sourcewell standard transaction document.pdf - Thursday May 11, 2023 15:35:12
- [Upload Additional Document](#) - INF Associates RFP 051123 Supplemental Document.zip - Thursday May 11, 2023 16:00:52

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. - Charles de Puthod , President, INF Associates LLC

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

Yes No

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

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

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

**AMENDMENT #1
TO
CONTRACT # 051123-INA**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **INF Associates, LLC** (Supplier).

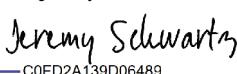
Sourcewell entered into a contract with Supplier (051123-INA) to provide Fleet Electrification Transition Planning, Management, and Related Services (Contract).

Supplier requested to modify its Contract to which Sourcewell has agreed.

NOW, THEREFORE, the parties amend the Contract as follows:

1. All references to Supplier's address throughout the Contract are deleted and replaced with:
INF Associates, LLC
1116 Main Street
Fishkill, NY 12524
2. Table 11: Pricing and Delivery, Line 62 of the Proposal is deleted in its entirety and replaced with the following:
INF is a brand-agnos5c EVSE supplier that typically provides sourced products or related services at a standard rate of cost + 30%. Through this Sourcewell contract, INF will provide non-Sourcewell-listed items at a discounted rate of cost + 22% or better. All items listed on Sourcewell will have their contract pricing honored.

Except as amended, the Contract remains in full force and effect.

Signed by:

By: Jeremy Schwartz
COFD2A139D06489...
Jeremy Schwartz, Chief Operating and
Procurement Officer
Date: 11/12/2025 | 6:52 PM CST

DocuSigned by:

By: Stephen Peifer
269C4C7C86544FB...
Stephen Peifer
VP of Sales
Date: 11/13/2025 | 5:02 PM EST