

Scope of Work Overview

ICF seeks to engage South Bay Cities Council of Governments (SBCCOG) to provide regional engagement, outreach, and implementation support for the Southern California Regional Energy Network (SoCalREN) Residential Sector. ICF has requested assistance with general program support, program marketing, regional engagement support, education and training, and program motivation.

SBCCOG shall be guided in their work by program documents provided by ICF, as well as ongoing coordination with the designated ICF task leads. ICF will provide all necessary promotional materials, enrollment forms, online content, education and training curriculum, reports on participation levels and progress towards goals, and other documentation necessary to complete tasks. All tasks conducted by the SBCCOG will be within the SBCCOG service territory.

ICF Contract Manager: Paul Kylo

Date Range: August 27, 2020 – December 31, 2020

Total Approved Budget for Work Plan Scope: \$25,000

Work Plan

Task 1: General SoCalREN Program Support

ICF Lead: Paul Kylo, Courtney Owen and Lorelei Penera supporting

SBCCOG Lead: Kim Fuentes with support of Cierra Washington, Chandler Sheilds, and Martha Segovia

Activities:

- Monthly check-ins
- Overall regional partnership strategy collaboration
- Support with building and refining tasks and metrics to track
- Participation in limited ad hoc meetings

Deliverable:

- Monthly invoice (timing TBD based on agreement)

Task 2: Program Marketing

ICF Lead: Courtney Owen, Jessie Mancilla supporting

SBCCOG Lead: Chandler Sheilds, Cierra Washington

Activities:

- Develop and execute ongoing communications strategies to support promotion of the Residential Program
- Coordinate with ICF team to develop customized materials
 - Website updates
 - Email marketing campaigns/newsletter articles
 - Presentation development
 - Social media development and activities
 - Fact sheets and collateral for regional engagement
- Identify and attend regional conferences/events to promote SoCalREN and its programs and drive Residential Program engagement – various SBCCOG members of the team will be attending conferences and events based on topic. SBCCOG team members include Kim Fuentes, Martha Segovia, Chandler Sheilds, and Cierra Washington.

Deliverables:

- Add content about and links to SoCalREN Residential Programs to SBCCOG website
- As content is provided by ICF, post information about SoCalREN Residential Programs monthly on SBCCOG social media accounts

Task 3: Regional Engagement Support

ICF Lead: Courtney Owen and Lorelei Penera

SBCCOG Lead: Kim Fuentes with support from Cierra Washington, Martha Segovia, and Chandler Sheilds

Activities:

- Support strategy development and conduct outreach to SBCCOG regional agencies for the purposes of lead generation for Residential projects or programs
- Attend virtually Residential customer or sector meetings as needed to support Residential sector pipelines
- Support regional outreach of Residential programs including customer recruitment activities

Deliverables:

- Kick-off discussion to discuss goals and identify goal metrics
- Monthly reporting of engagement activities

Task 4: Education and Outreach for Residential Programs

ICF Lead: Lorelei Penera, Courtney Owen supporting

SBCCOG Lead: Cierra Washington with support from Martha Segovia and Chandler Sheilds

Activities:

- Attend virtual ICF program training to obtain knowledge of services and offerings

- Identify potential meetings and events where the Residential team can present in the region served by SBCCOG
- Identify community groups and provide introduction for ICF to give presentations for participation and recruitment

Deliverables:

- Provide weekly e-mail updates to ICF when activity occurs
- Participate in virtual kick-off meeting and monthly check-in call with ICF
- Track contact and outreach to local community organizations and report to ICF
- Track number of events held and attendance and report to ICF – events may be held virtually
- Distribute ICF provided program collateral to local community organizations
- Invite Residential Team staff to present at events in region served by SBCCOG including virtual format

Task 5: Kits for Kids Enrollment Support

ICF Lead: Courtney Owen, Lorelei Penera supporting

SBCCOG Lead: Martha Segovia and Cierra Washington with support from Chandler Shields

Activities:

- Provide information about Kits for Kids to Elementary School (private and/or public) leadership within the SBCCOG service territory
- Enroll eligible Schools to participate in the Program

Deliverables:

- Develop list of eligible Elementary Schools within the area region served by SBCCOG and assist with enrollment
- Track contact and outreach to Schools and report to ICF
- Provide weekly e-mail updates to ICF as activity occurs
- Participate in virtual kick-off meeting and monthly check-in call with ICF



APPENDIX A

CONSULTANT GENERAL TERMS & CONDITIONS

1. INDEPENDENT CONTRACTOR Consultant is an independent contractor and not an employee, agent, or representative of Contractor. Consultant shall be solely responsible for all employment-related wages, benefits, FICA, federal and state unemployment and other taxes and payments as required by law, for itself and any persons it employs. Consultant shall perform the services and provide the necessary facilities, personnel, materials, equipment, and shall otherwise do all things necessary for the performance of the Statement of Work, and shall be solely responsible for its own financial obligations to third parties and to its employees and contractors. Further, Consultant agrees that it shall not be covered by any Contractor insurance or benefits, including but not limited to Worker's Compensation, Professional Liability, General Liability, Employer's Liability, Automotive Liability, and Unemployment Compensation. Consultant shall protect, defend and hold Contractor harmless from any claims or penalties asserted or assessed against Contractor by any person or governmental entity relating to Consultant's responsibilities as an independent contractor.

2. TAXES Except as otherwise specified in this Agreement, the fees for Services and Deliverables shall include all applicable federal, state, local sales, provisional, municipal, use, privilege, and other taxes or assessments, however designated or levied, which are required pursuant to any applicable law, rule, or regulation and relate to any amounts payable under this Agreement and any required taxes or amounts in lieu thereof paid or payable by Consultant, exclusive of taxes based on Consultant net income or net worth.

3. ADDITIONAL INSTRUMENTS The Parties shall cooperate with each other and execute such other documents as may be necessary or appropriate to: (i) achieve the objectives of this Agreement, and establish, preserve, or enforce the related rights or (ii) provide the other with any and all documents or materials required to achieve the obligations in connection with this Agreement.

4. CONFIDENTIAL INFORMATION

Use and Nondisclosure. The Confidential Information of the discloser may be used by the receiver only in connection with the Services or Deliverables, and may only be copied or reproduced to the extent reasonably necessary for the receiver to perform its obligations or to receive or use the Services or Deliverables under this Agreement.

Consultant shall neither use nor disclose Confidential Information except to Persons who: (i) reasonably need to know such Confidential Information; (ii) have been informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information; and (iii) have signed an agreement of confidentiality at least as restrictive as the confidentiality obligations herein. Consultant shall allow no Persons to provide Services or Deliverables who have not signed such an agreement. Consultant shall take such steps necessary to ensure that no unauthorized person shall have access to Confidential Information

Consultant shall use Personal Data as set forth in Section 39 hereof ("**Data Protection Compliance**"), and ensure that it complies with any applicable laws related to the protection of Personal Data as set forth in Section 39 hereof ("**Data Protection Compliance**")

Standard of Care. Consultant shall maintain in strict confidence all Confidential Information received from Contractor and/or Client, either orally or in writing, or generated by the Consultant. Consultant shall protect the confidentiality of Confidential Information in the same manner as it would protect the confidentiality of its own confidential information of like kind, but in no event shall Consultant use less than reasonable care.

Return. Consultant shall return to the Contractor and/or Client Confidential Information or destroy such Confidential Information, and all copies of such Confidential Information, upon the expiration or termination of this Agreement, unless Contractor otherwise directs sooner in writing.

Exceptions. Notwithstanding the foregoing, the preceding provisions of this Section 4 will not apply to information that: (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is rightfully already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction.

Government Obligations. A Party will not be considered to have breached its obligations under this Section 4 for disclosing Confidential Information of the other Party to the extent required to: (i) comply with the order of a court of competent jurisdiction or other governmental body having authority over such Party; (ii) comply with applicable law or regulation requiring such disclosure; or (iii) make such court filings as may be required to establish a Party's rights under this Agreement; provided that promptly upon receiving any request from or on behalf of such authority and to the extent that it may legally do so, such Party receiving such request: (y) advises the other Party prior to making such disclosure in order that the other Party may: (a) object to such disclosure; (b) take action to ensure confidential treatment of the Confidential Information; or (c) take, subject to applicable law, such other action as it considers appropriate to protect the Confidential Information and (x) takes all action necessary to not disclose Confidential Information that is not required to satisfy such legal requirement (including through redaction of sensitive commercial information, including key terms of this Agreement, or otherwise).

5. DELIVERABLES

Ownership of Contractor-Provided Intellectual Property. As between the Parties, Contractor, its Affiliates and licensors will be the sole and exclusive owner of the Intellectual Property owned by Contractor or Contractor Affiliates or provided to Consultant by Contractor under this Agreement (collectively,



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the "Contractor-Provided Intellectual Property"). Contractor-Provided Intellectual Property will be deemed to include any derivatives, modifications, enhancements or improvements to the Contractor-Provided Intellectual Property.

Ownership of Consultant-Provided Intellectual Property. As between the Parties, Consultant, will be the sole and exclusive owner of the Consultant –Owned Intellectual Property. Consultant-Provided Intellectual Property will be deemed to include any derivatives, modifications, enhancements or improvements to the Consultant-Provided Intellectual Property.

Ownership of Deliverables-Custom and Deliverables-Other. Unless otherwise provided for in this Agreement, and subject to any restrictions of any third-party materials and this Section hereof ("Embedded Consultant-Provided Intellectual Property"):

(i) Deliverables-Custom shall be Contractor's sole and exclusive property. Consultant hereby assigns to Contractor without further consideration of Consultant's rights in and to such Deliverables-Custom (excepting any Consultant - Provided Intellectual Property). To the extent any Deliverables-Custom contains Consultant Confidential Information, such information will be subject to Section 4 ("Confidential Information") hereof.

(ii) Contractor (and its Affiliates) will have a perpetual, irrevocable, worldwide, royalty free, non-transferable (except as otherwise provided herein), non-exclusive, paid-up right and license to use, maintain, copy, modify, enhance and prepare derivative works of the Deliverables-Other;

(iii) Contractor's rights in the Deliverables-Other will be strictly for purposes of Contractor's (and its Affiliates') as set forth an applicable SOW;

(iv) Contractor may allow Contractor Third Party Vendors as an authorized user under Contractor's license to use the Deliverables- Other to the extent that such Contractor Third Party Vendors are under an obligation of confidentiality with Contractor at least as restrictive as the terms set forth herein, such use is in accordance with the license restrictions contained herein and solely for the purpose of such Contractor Third Party Vendors' providing Services or Deliverables to Contractor or Contractor Affiliates. All other rights (including all other intellectual and industrial property rights) in the Deliverables-Other will remain with or are hereby assigned to Consultant.

Embedded Consultant -Provided Intellectual Property. To the extent Consultant incorporates or embeds Consultant-Provided Intellectual Property into any Deliverables, the following provisions will apply:

(i) Consultant will grant and hereby grants to Contractor a nonexclusive, nontransferable (except as otherwise provided herein), worldwide, royalty-free, perpetual, irrevocable license to use, maintain, modify, enhance and create derivative works of such Embedded Consultant -Provided Intellectual Property to the extent necessary to use or maintain such Deliverables for Contractor's (and its Affiliates') business purposes set forth an applicable SOW and solely as used in such Deliverables and not as a "stand-alone" product or separately from such Deliverables in which it is embedded. Consultant will not be deemed to have transferred or assigned any other rights to

Contractor with respect to any Embedded Consultant-Provided Intellectual Property.

Notwithstanding the foregoing, Consultant will be the sole and exclusive owner of the Consultant-Provided Intellectual Property Enhancements. Contractor hereby grants to Consultant without further consideration Contractor's rights in and to such Consultant-Provided Intellectual Property Enhancements. All such Consultant-Provided Intellectual Property Enhancements will be deemed part of the license granted to Contractor as set forth in this Section.

(iii) If Contractor Affiliates are under an obligation of confidentiality at least as restrictive as the terms set forth herein, Contractor may allow Contractor Affiliates as an authorized user under Contractor's license to the Deliverables (including Embedded Consultant-Provided Intellectual Property) to the extent such use is in accordance with the license restrictions contained herein. Such use is conditioned on Contractor and Contractor Affiliates' agreement that all claims related to Contractor's license must be brought solely by Contractor. Contractor shall be liable for the acts and omissions of its Personnel, and its Affiliates and their Personnel.

(iv) If Contractor Third Party Vendors are under an obligation of confidentiality at least as restrictive as the terms set forth herein, unless otherwise provided in this Agreement, Contractor may allow Contractor Third Party Vendors as an authorized user under Contractor's license to use the Deliverables (including Embedded Consultant-Provided Intellectual Property) to the extent such use is in accordance with the license restrictions contained herein, and solely for the purpose of such Contractor Third Party Vendors' providing services to Contractor or Contractor Affiliates. Contractor shall be liable for the acts and omissions of Contractor Third Party Vendors and their Personnel.

Consultant shall defend and indemnify Contractor against any claim or loss related to the infringement of any patent, trademark or copyright by Consultant under this Agreement.

6. CONFLICTS of INTEREST In the performance of the Services or delivery of the Deliverables hereunder, it is Consultant's responsibility to avoid (i) any actual or apparent conflict between Consultant's duties or obligations to other parties, including the federal government or the local country government, and such duties and obligations assumed under this Agreement and (ii) disclosure of information which would, or would appear to, violate such duties and obligations to third parties. In the performance of this Agreement, Consultant shall not make or participate in any marketing calls or contacts with the federal government or the local country government or others which might create the possibility or appearance of a conflict of interest or an actual conflict of interest.

Consultant warrants that neither its entering into this Agreement nor its performance of any Services and/or delivery of Deliverables hereunder will result in an actual or apparent conflict of interest on its part. For purposes hereof, a conflict of interest includes, but is not limited to, circumstances under which Consultant may become biased with respect to the Services or Deliverables, gain an unfair competitive advantage or otherwise not be in the best interest of the Contractor with respect to the Services. Consultant further warrants that it will promptly notify Contractor of any such actual or apparent conflict of interest of which it becomes



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aware after the Effective Date of this Agreement. Failure of Consultant to promptly disclose a conflict of interest shall constitute a material breach of this Agreement. Consultant further warrants that entering into this Agreement will not conflict with any existing agreements or arrangement to which the Consultant is party.

7. MEETINGS/EVENTS Consultant shall attend periodic meetings as may be required by the Contractor, and be prepared to accurately report on the current and projected status of the Services at those meetings.

8. NOTICE of EXPENDITURE If this is a time and materials, cost reimbursable or unit price agreement, Consultant shall provide prompt written notice to Contractor of expenditures of seventy-five percent (75%) and ninety percent (90%) of estimated costs unless the period of performance for the Services is less than two (2) weeks.

9. LICENSES and PERMITS Consultant represents and warrants that it has or shall, at its sole expense, obtain all licenses, certifications, permits, approvals, inspections and other authorizations required to perform the Services. Inability or failure to obtain such items shall not excuse Consultant's failure to strictly comply with the terms hereof.

10. RELATED WORK Should Consultant's performance depend in any way on the proper performance of another subcontractor or consultant, Consultant agrees to take all reasonable measures to discover any defects in such performance as it relates to the Services and shall promptly report such defects in writing to the Contractor. Consultant shall cooperate fully with other subcontractors and consultants and with Contractor's employees and agents, shall incorporate any reasonable changes in scheduling and performing the Services to accommodate the needs of the other subcontractors or consultants, and shall comply promptly with the directions given by the Contractor's representatives.

11. CONTACTS with CLIENT Contractor shall be solely responsible for all liaison and coordination with Client. Under no circumstances will Consultant act upon directions given by Client. If Consultant receives such directions from Client, Consultant will notify the Contractor as soon as possible and obtain written authorization from Contractor before taking any action based upon Client's directions. Contractor will not be liable for the cost of work done by Consultant without the express written authorization of Contractor.

12. NON-SOLICITATION of CLIENTS Consultant agrees that, during the term of this Agreement and for a period twelve (12) months after the termination of the Consultant's provision of services (for any reason) thereof, the Consultant shall not engage in any of the following:

- a. solicit ICF's Client for the existing business or for follow on business specifically arising from this Agreement;
- b. provide the services being provided by the Consultant under this Agreement to ICF's Client; or
- c. compete with ICF for the provision of services under the Prime Contract or any follow-on to the Prime Contract.

d. Nothing in this Agreement shall preclude Consultant from offering or selling its standard commercial products or services to any third party, provided such offering or sale does not result in the Consultant breaching this Agreement.

e. The Parties acknowledge that the restrictions set forth in Sections 12(a), 12(b), 12(c), and 13 do not contain any geographic scope and agree that such a scope is unnecessary in light of the limited functional scope of the respective restrictions set forth in those Sections.

f. The Consultant agrees that an impending or existing violation of any of the restrictive covenants contained in this Agreement would cause ICF irreparable injury for which it would have no adequate remedy at law and agrees that ICF shall be entitled to obtain injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.

g. The Consultant's obligations under each of Sections 12(a), 12(b), 12(c), and 13 are independent, separable, and independently enforceable of each other and of any legal obligations that may exist between ICF and the Consultant.

h. The real or perceived existence of any claim or cause of action of the Consultant against ICF, whether predicated on this Agreement or some other basis, shall not alleviate the Consultant of the Consultant's obligations under this Agreement and shall not constitute a defense to the enforcement by ICF of the restrictions and covenants contained herein.

13. NON-SOLICITATION of EMPLOYEES During the term of this Agreement and for an additional period ending on the first anniversary of the date of the termination of the Consultant's provision of services under this Agreement for any reason (collectively the "Restricted Period"), Consultant shall not, without ICF's prior written consent, directly or indirectly, (i) offer employment (or a consulting, agency, independent contractor or other similar paid position) to any person who is or was at any time during the twelve (12) months prior to such offer an employee, representative, officer or director of ICF or any of its subsidiaries or (ii) induce, encourage or solicit any such person to accept employment (or any aforesaid position) with the Consultant or an entity with which the Consultant is otherwise affiliated. Further, during the Restricted Period, the Consultant shall not encourage nor induce any employee, representative, officer or director of ICF or any of its subsidiaries to cease their relationship with ICF or any of its subsidiaries for any reason. If the Consultant breaches this Section 13, the Subcontractor shall pay compensation to ICF in the form of liquidated damages equal to the greater of one (1) year's compensation either: (i) offered to such personnel by the Consultant; or (ii) paid or offered to such personnel by ICF. However, this Section will not apply to individual personnel who independently respond to indirect solicitations (such as general newspaper advertisements, employment agency referrals and internet postings) not targeting such personnel. "Solicit", as used in this Section 13, shall not be deemed to include advertising in newspapers or trade publications available to the public.

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14. CHANGES

- a. No change in the Services ("Change" or "Changes") shall be made without the express written authorization of Contractor. Contractor may at any time, by written notice, and without notice to sureties or assigns, make changes within the general scope of this Agreement to any one or more of the following: 1) description of services; 2) drawings, designs, or specifications; 3) method of shipping or packing; 4) place of inspection, acceptance, or point of delivery; 5) time of performance; and 6) place of performance.
- b. If any such change causes a change in the labor mix, or the time required for performance of any part of this Agreement, Consultant may request an equitable adjustment in this Agreement price and/or delivery schedule.
- c. Consultant must request any equitable adjustment within seven (7) calendar days of receipt of the written change. If the Consultant's proposal includes the cost of property made obsolete or excess by the change, Contractor shall have the right to prescribe the manner of disposition of the property.
- d. Disagreement over any adjustment shall be resolved in accordance with the "Disputes" clause of this Agreement. However, nothing contained in this clause of this Agreement shall excuse Consultant from proceeding without delay in the performance of this Agreement as directed.

15. INSPECTIONS Contractor and/or its Client may inspect and otherwise evaluate the Services or Deliverables at any reasonable time and place, but such review or approval is for Contractor's sole benefit and shall not relieve Consultant from its representations and obligations set forth in this Agreement.

16. ACCEPTANCE Acceptance of the Services is conditioned upon final acceptance by Contractor's Client under the Prime Contract. Payments, including final payment, shall not constitute acceptance, nor does any payment or final acceptance release Consultant from any warranty hereunder.

17. WARRANTY

- a. **Goods:** Consultant warrants that all goods furnished under this Subcontract will be: free from defects for a period of one (1) year from final acceptance by Contractor or for the standard warranty period provided by Consultant, whichever is longer; will conform with all requirements of this Agreement, and, unless manufactured solely in accordance with Contractor-certified manufacturing designs, will be free from defects in design. Any goods corrected or replaced will be covered by this warranty. Consultant agrees to notify Contractor immediately upon becoming aware of a potential problem with goods previously delivered to Contractor. Such notification shall include a recommended course of action.
- b. **Services:** Consultant warrants that all services performed under this Agreement will be performed with the standard of a fully qualified professional, be

free from defects, conform to the requirements of the Agreement, and be performed in strict compliance with any regulatory or international standards specified in the Statement of Work for this Agreement. Any services corrected or re-performed will be covered by this warranty.

- c. The warranties provided in (a) and (b) above shall apply unless a more extensive warranty(s) is/are specified as in the Prime Contract Clauses, or regularly offered by Consultant, in which case the greater warranty shall apply.
- d. If Consultant breaches any warranty, Contractor may elect, at its sole discretion and with no increase in the Agreement price, to:
 - i. Require Consultant either to repair or replace, at Contractor's election, defective or nonconforming goods promptly; or
 - ii. Require Consultant promptly to furnish materials or parts and installation instructions required to successfully accomplish the correction of defective or nonconforming goods, and equitably reduce the Agreement price to account for the cost of correction including, without limitation, removal and installation; or
 - iii. Require Consultant to promptly redesign defective or nonconforming goods and require Consultant promptly to repair or replace goods manufactured in accordance with such defective design; or
 - iv. Require Consultant either to correct or re-perform, at Contractor's election, defective or nonconforming services promptly; or
 - v. Equitably reduce the Agreement price; or
 - vi. Correct or have corrected the nonconformity at Consultant's expense.

18. BILLINGS Consultant warrants, and will separately certify each invoice submitted hereunder, that to its best knowledge and belief, the billings presented by Consultant are a complete and accurate statement of the Services provided by Consultant (each such invoice, the "Invoiced Services"), that Consultant is properly entitled to payment, and that all amounts requested are for appropriate purposes in strict accordance with the terms of this Agreement. All materials provided by Contractor shall be accounted for and materials not accounted for will not be charged to Contractor and will be paid for by the Consultant. Consultant shall only charge for materials in the quantities actually used in the performance of the Services. Consultant shall be paid within thirty (30) days after Contractor receives payment for the Invoiced Services from the Client. Invoicing shall be once a month unless the Contractor agrees in writing to an alternative invoice cycle. Each invoice for the Invoiced Services shall contain all invoice data required in the Prime Contract as it relates to the Services. The amounts invoiced, in the aggregate, shall not



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exceed the amounts authorized or other limitations set forth in the Agreement.

In the event that Contractor invoices the Client and receives payment from the Client for an amount less than the amount invoiced by Contractor on an invoice, Consultant will be paid for the Invoiced Services according to its pro rata share of such payment actually received by Contractor with respect thereto. For illustrative purposes, the pro rata share will be generally determined by calculating the percentage of the Invoiced Services to the overall amount of the invoice submitted to the Client by Contractor and for which the payment was made. In all cases, the pro rata share will be determined by the Contractor in its reasonable discretion. In the event of non-payment by the Client or payment from the Client less than the amounts invoiced by Contractor, Contractor may, at its sole discretion, submit a claim for payment to the Client. In such event, any settlement amounts agreed to by Contractor and the Client, or ordered or determined in an administrative or judicial proceeding or other binding dispute resolution forum, will be binding on Consultant to the same extent that Contractor is bound, and, again, Consultant will be paid for the Invoiced Services according to its pro rata share of such amounts received by Contractor.

19. CONTRACT CEILING PRICE If at any time Consultant has reason to believe that an increase in the ceiling of a time and material, unit price or cost reimbursable contract will be necessary, it will give prompt prior notice to that effect providing a written estimate to complete the Services and proposing a new limitation figure and giving appropriate supporting data so that Contractor may, at its sole discretion, increase such limitation by written modification to this Agreement.

Consultant shall not exceed the ceiling price of this Agreement. In the event of a dispute relating to the contract-ceiling price, such dispute shall be resolved in accordance with the Disputes clause of this Agreement. Consultant shall continue to perform the Services pending resolution of the Dispute.

Contractor shall not be obligated to use all Services or assistance referenced herein and Contractor shall pay only for those Services authorized by Contractor pursuant to the terms of this Agreement and actually rendered by Consultant.

20. AUDIT RIGHTS For three (3) years following the completion or termination of this Agreement, Contractor and/or, Client, shall have access to Consultant's records and documentation for audit purposes during normal business hours and upon ten (10) calendar days' notice. Consultant shall promptly reimburse Contractor for any amounts for which Consultant cannot provide adequate documentation or substantiation or are otherwise unallowable or not properly chargeable.

Upon the expiration or termination of this Agreement, Consultant shall make complete disclosures of all activities under this Agreement not previously reported and certify in writing that such disclosures are complete and accurate.

21. CURRENCY of PAYMENT Unless otherwise set forth in this Agreement, all payments shall be in United States Dollars (\$US). Where exchange rates are involved, the rate of exchange between \$US and the other currency involved in the transaction shall be the rate of exchange as of the date of

payment. The date of each invoice shall be clearly marked on each invoice.

22. SET-OFF Contractor may, at its election, make a reduction or set-off, in whole or in part, against any amounts payable to Consultant or any Losses for which Consultant is liable under this (or any other) Agreement or pursuant to law and equity.

23. TERMINATION This Agreement may be terminated, in whole or in part, by written notice of Contractor for any reason. The notice of termination shall specify the extent to which performance is terminated and the effective date of such termination. In such event, Consultant shall be paid only for the Services properly performed prior to such termination. Consultant waives all claims for profits not earned as a result of such termination.

24. STOP-WORK Notwithstanding any other provision hereof, Contractor may, by notice to Consultant, suspend all or any portion of the Services. Consultant shall stop all such Services immediately upon receipt of Contractor's stop-work order and shall promptly resume the Services after receipt of direction from the Contractor to proceed. Stop-work orders issued for conditions or circumstances unrelated to the Consultant's fault or negligence shall result in a reasonable adjustment in the contract schedule.

25. RISK of LOSS Consultant bears the risk of loss for the Services until final acceptance thereof.

26. INDEMNIFICATION Consultant shall defend, indemnify and hold the Client, Contractor, Contractor's subsidiaries, affiliates, directors, officers, agents and employees, and each of them harmless against any injury, death, damages, suit, claim or other loss ("Loss"), including expenses and actual attorneys fees, arising from or related to this Agreement or the breach thereof, except to the extent that such Loss was caused by the gross negligence or willful misconduct of the Contractor. This provision shall survive termination of this Agreement.

27. INSURANCE During the term of this Agreement the Consultant shall maintain the Insurance requirements as determined by the selected boxes checked below.

If the Consultant does not carry the insurance coverage's or limits indicated below, the Consultant shall have the option to:

1. Complete and Sign the Nonstandard Insurance Statement (**Appendix A.2**) indicating the types and limits of coverage the Consultant carries for Contractor's consideration. Contractor will review and advise if the limits identified within **Appendix A.2** are acceptable prior to the performance of Services. If approved, **Appendix A.2** will replace the types and limits identified within this Section 27 in its entirety

Or

2. Complete and Sign the Release of Liability Form (**Appendix A.3**) to request a full waiver of the insurance requirements contained herein. If approved, **Appendix A.3** will replace the types and limits identified within this Section 27 in its entirety.

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- ☒ **Worker's Compensation Insurance:** Statutory Workers Compensation in accordance with all country, state, local or other applicable jurisdictional requirements of the location in which work is to be performed.

If the Consultant is exempt from carrying workers compensation as defined by the workers compensation statutes and regulations in their state, country or other applicable jurisdiction, please complete, sign, and return Waiver of Workers Compensation (**Appendix A.1**). If approved, this waiver will replace the types and limits identified within this Subsection in its entirety.

- ☒ **Commercial General Liability Insurance:** \$1,000,000 each occurrence; \$2,000,000 general aggregate (including bodily injury, property damage, personal injury, advertising injury, products and completed operations, and contractual liability)
- ☒ **Business Automobile Liability Insurance:** \$1,000,000 per occurrence (Owned and Non-owned).
- ☒ **Excess or Umbrella liability insurance:** \$1,000,000 each occurrence; \$1,000,000 general aggregate. Limit applies in excess of Employers' Liability, Commercial General Liability, and Business Automobile Liability policies.
- ☒ **Property Insurance:** covering the full replacement value of any and all property of ICF which is in the Consultant's care, custody and/or control.
- ☒ **Professional Liability, Errors and Omissions Insurance:** \$1,000,000 per occurrence.

ICF shall not be responsible for any deductibles, self-insured retentions, and/or waiting periods that may appear in the Consultant's policies.

Consultant shall furnish certificates of insurance to ICF within five (5) business days of execution of this Agreement, and from time to time upon ICF's reasonable request. Consultant shall provide at least thirty (30) calendar days written notice to Contractor of any policy cancellation, non-renewal or material reduction in coverage that is relevant to the contract.

The insurance requirements herein as to the types and limits of insurance coverage are to be maintained by Consultant, and any approval of said insurance by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

Consultant's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements on request, or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and Contractor may, at its option, terminate the Contract for any such default by Consultant.

All insurance policies required shall be issued by insurance companies rated at least 'A-' 'VII' in the most current edition of *A.M. Best Guide* or equivalent rating from another ratings agency.

All coverage obtained and maintained by the Consultant and the Certificate of Insurance shall indicate:

ICF "entity", its subsidiaries and "Client" are included as Additional Insured as respect to the General Liability and Automobile Liability policies. Waiver of Subrogation is included to the extent permitted by law. All policies are primary and, with the exception of Professional Liability, non-contributory with any and all applicable coverage, contain cross-liability coverage, and severability of interests language.

28. DISPUTES The Parties shall attempt in good faith to first resolve internally any dispute arising out of or relating to this Agreement through negotiations between authorized representatives of each respective Party in the normal course of business, before resorting to the pursuit of any other remedies available at law or in equity.

If such dispute has not been resolved through negotiation, the Parties may seek resolution of the matter utilizing any or all remedies that they have available under the law including bringing an action in court. For any litigation brought related to this Agreement, the Parties agree that the venue for such litigation shall be the United States District Court for the Eastern District of Virginia, Alexandria Division.

Each Party agrees to bear its own costs related to resolving any dispute arising under or related to this Agreement. In addition, the losing Party in a court action shall be responsible for payment of the court costs and reimbursement of the other Party's legal fees incurred in support of such court action. Pending any decision, appeal or judgment referred to in this provision or the settlement of any dispute arising under this Agreement, the Parties shall proceed diligently with the performance of this Agreement.

29. ASSIGNMENT/SUBCONTRACTING

a. Neither the Agreement nor any duty or right under the Agreement shall be delegated or assigned by Consultant to another party without the prior written consent of ICF, except that claims for monies due or to become due may be assigned to a financial institution if ICF is so notified in writing prior to such assignment. ICF shall be furnished a signed copy of any such assignment. All payments under the Agreement, including those to an assignee, shall be subject to setoff or recoupment for any present or future claim or claims that ICF may have against Consultant. ICF reserves the right to make settlements, or adjustments in price, or both, with Consultant under the terms of the Agreement notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to the assignee. Consultant is responsible to ensure that all terms, conditions and flow-down requirements in the Agreement are flowed down to any lower tier Consultant who is approved by ICF. Consultant is fully responsible for the acts and omissions of its lower tier Consultants and of persons either directly or indirectly employed by them.

b. Consultant shall not assign, novate, or transfer, by operation of law or otherwise, the Agreement,

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in whole or in part, without the prior written approval of ICF. For purposes of the Agreement, an assignment shall be deemed to occur upon the earlier of the announcement or consummation of any of the following: a merger, consolidation, sale or acquisition of a party or any division or component of Consultant; the sale of all or substantially all of the assets of Consultant; or the acquisition of a controlling interest in the stock or interest, as the case may be, of the Consultant.

Any assignment, novation, or transfer not in accordance with this Article shall be in a material breach of the Agreement, which shall entitle ICF to terminate the Agreement immediately. assets, reorganization or otherwise.

30. PUBLICITY and PUBLICATIONS Consultant may not publicize this Agreement, or its subject matter or state that Contractor and/or Client has approved or endorsed any Services or Deliverables Consultant has provided or provides as contemplated by this Agreement. No public releases including those for news, advertising, information, technical or scientific purposes relating to this Agreement shall be issued by Consultant without Contractor's prior written consent.

31. ORDER of PRECEDENCE In the event of a conflict in the terms and conditions of the contract documents, the following order of precedence shall apply:

- Prime Contract Clauses (Appendix D)
- The/This Agreement (*)
- The Scope of Work
- General Terms and Conditions (this Exhibit A)
- Fee Schedule
- Other contractual documents

(*) References to "the Agreement," "this Agreement," "the Subcontract" or "this Subcontract" shall refer to the base subcontract agreement to which this Exhibit A is appended

32. NON-WAIVER Failure of Contractor to insist on strict performance of any of the terms and conditions contained in this Agreement shall not constitute or be construed as a waiver or relinquishment of Contractor's right to subsequently require strict compliance with such terms and conditions.

33. SEVERABILITY If any part of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable as to particular provisions, this Agreement shall remain in full force and effect as to the remaining provisions.

34. COMPLIANCE with LAW

Consultant specifically agrees to comply with all Federal and state laws and regulations of Consultant/contractor conduct such as procurement integrity regulations, and post-government service employment regulations including, but not limited to 41 U.S.C. 423 and 18 U.S.C. 207 which apply to Consultant, or the work performed by Consultant under this Agreement.

Consultant shall provide Contractor with information, documentation, and certifications and execute such papers as will demonstrate Consultant's compliance with said laws, regulations and this Agreement upon request. Consultant will provide Contractor with additional assistance, if requested, to enable Contractor to also comply with said laws and regulations.

Consultant agrees to comply with all applicable provisions of the OFPP/OMB Policy Letter on Consultants and Conflict of Interest, the Lobbying and Disclosure Act of 1995, and Public Law No. 101-121 (the Byrd Amendment), including but not limited to, those pertaining to disclosure, registration, and certification. Further, Consultant shall not perform any activities on behalf of Contractor which are intended to influence or which attempt to influence U.S. Government Executive or Legislative branch officers or employees, including members of Congress, with respect to the award, renewal, extension, amendment, administration or modification of a contract, grant, cooperative agreement, loan, license or permit. Consultant shall make no communication (written, oral or telephonic) to a Congressional or Executive branch member, officer or employee on Contractor's behalf without the prior written consent of Contractor. Consultant shall not knowingly solicit or obtain, directly or indirectly, from any government or agency employee, any proprietary or source selection information.

Notwithstanding the above, Consultant shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and consultants to employ and advance in employment qualified protected veterans. Additionally, Consultant shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits the discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and consultants to employ and advance in employment individuals with disabilities.

Consultant shall not offer or provide any bribe or kickback to any person, nor shall Consultant offer or provide any gratuity of any type or nature, including the purchase of meals, to any Federal, State, or local government employees or officials.

Consultant hereby acknowledges that at the time of entering into this Agreement neither it nor any person representing Consultant is (1) presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any program sponsored by a Federal, State or local department or agency; or (2) under current investigation for a crime or otherwise engaged in conduct for which an entity or individual can be debarred by any Federal, State, or local department or agency. Consultant represents that it will immediately notify Contractor of any inquiry or commencement of any debarment proceedings from any government procurement activity; and any suspension, debarment, pending debarment charges or criminal convictions or notice thereof received during the performance of this Agreement. Upon receiving such written notice of inquiry or commencement of any such proceeding from Consultant, Contractor shall have the right to immediately terminate this Agreement.

35. GOVERNING LAW The validity, construction, scope, and performance of this Agreement shall be governed

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by the laws of the Commonwealth of Virginia without regard to its conflict of law principles, except as to any provisions hereof which are governed by the laws or regulations of the United States of America, as to which provisions such laws of the United States shall govern provided, however, that the Parties hereby expressly agree that any resulting award shall not be governed under the terms and conditions of the U.N. Convention on Contracts for the International Sale of Goods. In the event an action or proceeding is commenced with respect to this Agreement, the prevailing party shall be entitled to receive reasonable legal fees and expenses from the other party. Each Party expressly and irrevocably consents that any suit, action, or proceeding arising out of or related to this Agreement and brought by either party will be instituted in a state or federal court sitting in the Commonwealth of Virginia, and both Parties further expressly waives any objection that it has or may have to the jurisdiction of such courts. Further, each Party hereby waives its right to a jury trial in any action arising hereunder.

36. NO AGENCY Except as specifically set forth otherwise, it is agreed and understood that neither party hereto is, by this Agreement or anything herein contained, constituted or appointed agent or representative of the other for any purpose whatsoever, nor shall anything in this Agreement be deemed or construed as granting either party any right or authority to assume or to create any obligation, warranty or responsibility, express or implied, for or in behalf of the other.

37. CAPTIONS The captions and headings of this agreement are intended for convenience and reference only, shall not affect the construction or meaning of this Agreement

38. BUSINESS ETHICS & CONDUCT Contractor is committed to conducting its business free from unlawful, unethical or fraudulent activity. Consultant will: (i) conduct their activities fairly, impartially, and in an ethical and proper manner; (ii) not engage in any personal, business, or investment activity that may be defined as a conflict of interest, whether real or perceived; and (iii) conduct their activities in a manner that is consistent with the ethical and professional standards of Contractor as contained in ICF's Code of Business Ethics and Conduct. A copy of ICF's Code of Business Ethics and Conduct can be found at <http://investor.icf.com/corporate-governance/code-conduct> or provided upon request. To report a related serious concern or violation, please contact the ICF Ethics Hotline toll-free at 866-373-6934 or by submitting a claim via the ICF online ethics database at <http://icfi.silentwhistle.com/ethfeedback/index.jsp>. You should use the Hotline only to make a good faith claim, as Contractor takes all allegations seriously.

39. DATA PROTECTION COMPLIANCE The Parties shall comply with their respective obligations under applicable data privacy and data security laws and regulations (together, the "Data Protection Laws"). Where, in connection with this Agreement, Consultant Treats Personal Data, Consultant shall: (i) maintain throughout the Term the appropriate data privacy and data security measures, policies, and procedures that are designed to comply with the Data Protection Laws; (ii) Treat Personal Data solely to provide the Services hereunder and for no other purpose; (iii) only grant "need to know" Personnel access to Personal Data; (iv) not disclose Personal

Data to any person or third party except as set forth in an SOW or as required by law or with Contractor's prior written consent; (v) implement all commercially reasonable practices to prevent misuse, destruction, loss, theft, intrusion, attack, computer virus infection, unauthorized Treatment, or similar activities; (vi) preserve the integrity of all Personal Data and system information on systems and in databases maintained by Consultant in transfer to, transfer from, or while at rest with Consultant (including, but not limited to, using industry standard encryption technology); and (vii) immediately notify Contractor if it becomes aware of any misuse of Personal Data or actual unintended or unauthorized access of any Consultant system that may Treat Personal Data produced under, provided under, or related to this Agreement or any SOW subject to this Agreement. Consultant warrants that it has a formal written information data privacy and data security program or an equivalent program, which may be found at <https://www.privacyshield.gov/welcome> and is incorporated herein to this Agreement by reference.

Notwithstanding the above provisions, if Consultant Treats Personal Data of resident in European, United Kingdom, Canadian, or similar data protection laws jurisdictions, it will either (i) obtain certification for, and comply with, Privacy Shield or its successor, a link with may be found at <https://www.privacyshield.gov/welcome> and notify the Contractor in writing within five (5) days, upon either the renewal of Consultant's certification or the lapse of same or (ii) Treat such Personal Data under EU-approved Standard Contractual Clauses ("EU Model Clauses") and shall abide by all provisions in such EU Model Clauses applicable to "subprocessors" as defined therein immediately upon Contractor providing Consultant with a copy of such EU Model Clauses.

40. FORCE MAJEURE Neither Consultant nor Contractor shall be liable in any way for failure to perform any provision of this Agreement (except payment of monetary obligations) if such failure is caused by any law, rule, or regulation, or any cause beyond the control of the party in default. Should such acts or events occur, the parties shall use commercially reasonable efforts to overcome all difficulties and to resume work as soon as reasonably possible.

41. INCORPORATION of the PRIME CONTRACT Referenced within and/or attached to this Agreement, and hereby incorporated by reference, are flow down provisions of the Prime Contract (collectively, "Appendix D"). For purposes of this Agreement, terms contained therein, such as "client", "Buyer", a company name, "Government", and equivalent terms referring to Client, shall be deemed to mean Contractor; and terms such as "Contractor", "Subcontractor", "Vendor," and equivalent terms shall be deemed to mean Consultant.

42. ENTIRE AGREEMENT The parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms. This Agreement supersedes all prior agreements, whether written or oral, relating to the subject matter hereof, and contains the entire agreement of the parties. No modification or other change to this Subcontract shall be binding unless such modification or change is in writing and signed by an authorized representative of each party.



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IN WITNESS WHEREOF, Contractor and Consultant have caused this Agreement to be executed by their duly authorized representatives as set forth below.

FOR: [ICF Entity Name]

FOR: [Consultant Name]

X

X

Name (Typed or Printed)

Name (Typed or Printed)

Date

Date

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Appendix A.1

Waiver of Workers Compensation

Owner's Statement:

By signing below, I assert that my business is exempt from carrying workers compensation insurance in the state(s) , country or other applicable jurisdiction of _____, because I do not have any employees as that term is defined by the workers compensation statutes and regulations in the state(s) , country or other applicable jurisdiction indentified above. All of the work performed in my business is performed by the proprietor, partners or executive officers. I have elected not to cover the proprietor, partners or executive officers with workers compensation insurance. This decision is made in full compliance with the workers compensation laws and regulations of the above state(s), country or other applicable jurisdiction.

If, at a later date, I should hire any employee(s) in my business, then I will purchase workers compensation insurance covering my employees and will provide to ICF a certificate of insurance for the insurance policy in accordance with the Consultant Agreement between ICF and myself and in full compliance with the workers compensation laws and regulations of the above state(s), country or other applicable jurisdiction.

Name of Consultant

Signature Consultant

Date



Appendix A.3

Release of Liability

I, _____, as part of this Consulting Agreement

(agreement no. _____ regarding project no. _____) agree that

I will be personally and financially liable for any and all claims arising from my actions or inactions during the performance of this Agreement, including, without limitation, liability for death, personal injury, sickness, damage to property, or any other indirect or consequential damages. On behalf of myself, my heirs, representatives and successors, I release and forever discharge, indemnify and hold harmless ICF Consulting Group, Inc., its subsidiaries and affiliates, officers, directors, employees and agents from any liability, claim, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from or relate to my performance under this agreement.

I certify that I have a complete understanding of the terms and conditions of this contract and I have signed this agreement voluntarily.

Name of Consultant

Signature of Consultant

Date



APPENDIX D

Prime Contract Clauses

To the extent any of the terms and conditions set forth in this Appendix D are inconsistent with those found in the body of the Agreement, the terms and conditions of this Appendix D shall control.

The following clauses are hereby incorporated in full text and by reference. The clauses incorporated by reference have the same force and effect as if they were given in their full text.