

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 07/21/26



Resolution



Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): A resolution accepting the terms of a cooperative purchasing master agreement with ChargePoint, Inc. for electric vehicle charging solutions for the General Services Department.

Submitted to Planning Commission? ☐ N/A ☐ Yes-Date: _____ Proposal No: _____

Proposing Department: _____ Requested By: _____

Affected Department(s): _____ Affected Council District(s): _____

Legislative Category (check one):

- | | | |
|---|--|--|
| ☐ Bonds | ☐ Contract Approval | ☐ Intergovernmental Agreement |
| ☐ Budget - Pay Plan | ☐ Donation | ☐ Lease |
| ☐ Budget - 4% | ☐ Easement Abandonment | ☐ Maps |
| ☐ Capital Improvements | ☐ Easement Accept/Acquisition | ☐ Master List A&E |
| ☐ Capital Outlay Notes | ☐ Grant | ☐ Settlement of Claims/Lawsuits |
| ☐ Code Amendment | ☐ Grant Application | ☐ Street/Highway Improvements |
| ☐ Condemnation | ☐ Improvement Acc. | ☐ Other: _____ |

FINANCE Amount +/-: \$ _____
Funding Source: Capital Improvement Budget
 Capital Outlay Notes
 Departmental/Agency Budget
 Funds to Metro
 General Obligation Bonds
 Grant
 Increased Revenue Sources

Match: \$ _____
 Judgments and Losses
 Local Government Investment Project
 Revenue Bonds
 Self-Insured Liability
 Solid Waste Reserve
 Unappropriated Fund Balance
 4% Fund

Approved by OMB: Sarah Patel
 Approved by Finance/Accounts: _____
 Approved by Div Grants Coordination: _____

Other: _____ 6/29/2026 | 8:33 AM CDT
 Date to Finance Director's Office: _____
APPROVED BY
FINANCE DIRECTOR'S OFFICE: Jennine Reed/mjw

ADMINISTRATION

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW

Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____

Date to Council: _____ For Council Meeting: _____ ☐ E-mailed Clerk

☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law - White Copy

Administration - Yellow Copy

Finance Department - Pink Copy

Resolution No. _____

A resolution accepting the terms of a cooperative purchasing master agreement with ChargePoint, Inc. for electric vehicle charging solutions for the General Services Department.

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows the Metropolitan Government of Nashville and Davidson County ("Metro") to participate in a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one or more governmental entities outside this state; and,

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows Metro to participate in an out-of-state master agreement by adopting a resolution accepting the terms of the master agreement; and,

WHEREAS, the Purchasing Agent desires to participate in the master agreement between Sourcewell, a state of Minnesota local governmental agency, and ChargePoint, Inc., a copy of which is attached hereto and incorporated herein; and,

WHEREAS, Metro's participation in this out-of-state master agreement is limited to a term that will not exceed sixty months; and,

WHEREAS, this master agreement was requested by the General Services Department but is available to all Metro departments to utilize; and,

WHEREAS, approval of the master agreement is in the best interest of the citizens of Davidson County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the master agreement between Sourcewell, a state of Minnesota local governmental agency, and ChargePoint, Inc, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Michelle A. Hernandez Lane
Michelle A. Hernandez Lane
Purchasing Agent

INTRODUCED BY:

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed/mjw
Jenneen Reed, Director
Department of Finance

Member(s) of Council

APPROVED AS TO FORM AND
LEGALITY:

Kelli Woodward

Assistant Metropolitan Attorney



Cooperative Request Form

Request Utilization of a Federal, Statewide, Municipal, or Cooperative Contract

A cooperative is when Metro utilizes a contract from another public entity to make a purchase. With the exception of statewide contracts, use of a cooperative requires Metro Council approval.

Cooperatives are not negotiable. Departments must accept the terms of the master contract without exception.

Questions? Email zak.kelley@nashville.gov.

Departmental Information

What is your name?	Ava Elsaghir
What is your department?	General Services Department
What is your email address?	ava.elsaghir@nashville.gov
What is your phone number?	(615) 930-6049
In addition to your department, will other Metro departments be utilizing this cooperative?	Yes.
If other Metro departments will be utilizing this cooperative, list them here:	All Metro Agencies
How much do you estimate spending on this cooperative contract?	\$500,000.00

Cooperative Information

What is the cooperative entity?	Cooperative - Sourcewell.
What is the lead agency?	State of Minnesota
Who is the supplier?	ChargePoint
Is the supplier registered in iSupplier?	Yes.
If yes, what is the supplier's ISN?	18757

What is the contract number?

021825-CPI

When did the contract start?

Sunday, October 26, 2025

When does the contract end?

Tuesday, September 18, 2029

What was the solicitation method for this contract?

RFP - Request for Proposal.

What is the good/service that this cooperative will be utilized to purchase?

The agreement provides level 2 Electric Vehicles charging stations and DC fast charging stations in addition to cloud software and station management, installation, commissioning and activation, assure warranty, maintenance, safeguard /Premier care, fleet charging solutions, Telematics and API services.

Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB?

The cooperative has been competitively bid and is available to all governmental agencies. In addition the cooperative offers 5-25% off MSRP which unlikely for Metro as a sole agency to get the same discount that has been offered at the scale of the cooperative. In addition, this will reduce time and effort for the department and procurement to initiate our own solicitation

Upload the original contract from the lead agency.

 ChargePoint_Contract_021825.pdf

Does the contract contain any good/service relative to surveillance as described in MCL 13.08.080?

No.

This contract contains a cooperative purchase provision that allows use by other governmental agencies and/or use of this contract is authorized by state and local law.

Yes.

I accept the terms of this contract without exception.

Yes.

Upload the formal solicitation (RFP/ITB) from the lead agency.

 RFP_and_Addendums-EVSE_021825.pdf

This solicitation was advertised, open, and unrestricted.

Yes.

I have confirmed with both my department finance manager and/or OMB budget analyst sufficient fund availability for this request.

Yes

I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this cooperative request.

Yes



Cooperative Request Review

This cooperative request for electric vehicle charging solutions from ChargePoint via Sourcewell contract #021825-CPI is recommended for approval.

The anticipated project value is **\$500,000.00**. The estimated savings to Metro via this cooperative are **\$90,071.00**

The cooperative was requested by **General Services**; use will be available to all Metro entities.

Council approval of the master agreement is required.

Legal Justification

T.C.A. § 12-3-1205 & MCL 4.12.093 authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request the cooperative purchasing agreement is held by **Sourcewell**; the lead agency is **Sourcewell**. **Sourcewell** is a public institution in **Minnesota** that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP with 86 offers**.

Regulatory Justification

R4.12.090.05 of the regulations to the procurement code authorize Metro to participate in cooperative purchasing agreements with other local governments for the purchase of supplies, services, or construction.

For this request the cooperative purchasing agreement is for supplies. This meets the standard as defined by the regulations.

Value Justification

It is unlikely that Metro, as a single government entity, will obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement (**15% average off MSRP**) leverages both the scale of cooperative membership and the competition of multiple offers.

Further, a competitive solicitation for this good/service would require an estimated 139 hours of staff time valued at approximately \$17,457.00. Utilization of this cooperative will require 19 hours of staff time valued at approximately \$2,386.00. **A total savings (discount + staff time) of \$90,071.00.**

Impact on Minority & Women Owned Businesses

Pursuant to R4.12.090.05 of the regulations to the procurement code, Metro will work with the cooperative entity to maximize participation of disadvantaged firms in accordance with MCL 4.44 and 4.46.



Cooperative Request Signature Form

Co-Op Request Number	C2026110
Date Received	June 12, 2026

To Whom It May Concern,

I have read the attached Cooperative Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Michelle A. Hernandez Lane *MAH*

Michelle A. Hernandez Lane
Purchasing Agent & Chief Procurement Officer

6/17/2026 | 10:22 AM CDT

Date Signed





MASTER AGREEMENT # 021825
CATEGORY: Electric Vehicle Supply Equipment with Related Services
SUPPLIER: ChargePoint, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ChargePoint, Inc., a Delaware corporation located at 240 E. Hacienda Avenue, Campbell, CA 95008 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on September 18, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (RFP #021825) to Participating Entities. In Scope solutions include:
 - a) **Category 1:** On Grid Electric Vehicle Supply Equipment and Related Services:
 - i) All forms of network and non-network electric vehicle charging hardware and related infrastructure, including charging stations;
 - ii) Services related to the offering of electric vehicle charging hardware, including maintenance, repair, parts, supplies, and training;
 - iii) Site Assessment, site preparation and materials, and installation services related to electric vehicle charging hardware; and,
 - iv) Electric vehicle supply network service providers and operators, charge monitoring and reporting services, billing services, grid and power management solutions, with related software technology.
 - v) **Category 1** responders **MAY** include off-grid (Category 2) solutions in their response.
 - b) **Category 2:** Solar and Off-Grid **ONLY** Electric Vehicle Supply Equipment and Related Services, such as:
 - i) All forms of network and non-network electric vehicle charging hardware and related infrastructure, including charging stations;
 - ii) Services related to the offering of electric vehicle charging hardware, including maintenance, repair, parts, supplies, and training;
 - iii) Site Assessment, site preparation and materials, and installation services related to electric vehicle charging hardware;
 - iv) Electric vehicle supply network service providers and operators, charge monitoring and reporting services, billing services, grid and power management solutions, with related software technology.
 - v) **Category 2** responders may **ONLY** offer solutions capable of operating off-grid.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from material defects in design, materials, and workmanship in accordance with Supplier's standard parts warranty for electric vehicle charging hardware and equipment. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.
- ii) **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 comply with all applicable Davis-Bacon Act provisions.
- iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

xi) **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 Agreement 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.

xii) **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.

xiii) **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.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement 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 Agreement or any purchase by an authorized user.

xv) **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 Agreement or any purchase by a Participating Entity.

xvi) **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.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For the avoidance of doubt, Supplier's Administration Fee calculation shall only apply to the price of products and services comprising the in scope solutions provided for in this Agreement and set forth in Supplier's Proposal and shall not apply to shipping costs including but not limited to freight costs, handling and insurance nor taxes associated with the completed transactions. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Notwithstanding anything to the contrary in this Agreement, this Agreement does not supercede or replace the Contract 042221-CPI executed by the parties on July 15, 2021, as amended, unless otherwise expressly agreed by the parties in writing. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third party claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell, to the extent arising out of any negligent act or omission in the performance of this Agreement 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 material defect in design, manufacture or workmanship, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. Sourcewell shall provide prompt written notice of an indemnified third party claim and reasonably cooperate with Supplier's defense. Supplier will control the defense of any indemnified third party claim and any settlement or compromise thereof. Supplier shall not enter into any settlement or compromise that imposes any financial obligation, admission of liability, or ongoing affirmative obligation on Sourcewell without Sourcewell's prior written consent, which consent may not be unreasonably withheld or delayed. The failure of Sourcewell to provide prompt written notice or reasonable cooperation shall not relieve Supplier of its indemnification obligations except to the extent Supplier can demonstrate actual material prejudice as a direct result of such failure.

Reservation of Rights: Notwithstanding Supplier's control of the defense, Sourcewell shall have the right to participate in the defense of any indemnified third-party claim and to retain separate counsel, at Sourcewell's sole cost and expense.

IN NO EVENT WILL SUPPLIER BE LIABLE FOR LOST PROFITS OR LOSS OF BUSINESS OR FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. Subject to the foregoing, Supplier's liability arising out of or related to this Agreement will not exceed one million (\$1,000,000) United States Dollars; provided, however, that Supplier's liability for its indemnification obligations will not exceed one million five hundred thousand (\$1,500,000) United States Dollars.

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**

- a) **During the term of this Agreement:**
- i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
- b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
- c) **Use; Quality Control.**
- i) 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.
 - ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement 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.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement for its convenience, with or without cause, upon 60 calendar days' written notice to the other Party.

Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

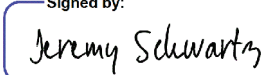
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

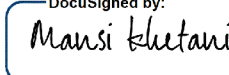
Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, taxes, payment terms, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, liability defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell
Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/26/2025 | 7:20 PM CDT

ChargePoint, Inc.
DocuSigned by:

0612FB1871E447F...
By: _____
Mansi Khetani
Title: Chief Financial Officer
Date: 10/26/2025 | 2:07 PM PDT

RFP 021825 - Electric Vehicle Supply Equipment with Related Services

Vendor Details

Company Name: ChargePoint

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

Address: 240 E. Hacienda Avenue
Campbell, California 95008

Contact: Don Nguyen

Email: don.nguyen@chargepoint.com

Phone: 325-374-4499

Fax: 325-374-4499

HST#:

Submission Details

Created On: Thursday January 09, 2025 13:06:25

Submitted On: Tuesday February 18, 2025 16:11:32

Submitted By: Don Nguyen

Email: don.nguyen@chargepoint.com

Transaction #: e487df51-0ee9-4b52-b035-dcee8d730ccc

Submitter's IP Address: 147.243.241.241

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	ChargePoint, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	ChargePoint sells our products and services direct and we also partner with hundreds of authorized resellers and distributors who can also sell the same proposed products and services. We wish to continue the current arrangement of allowing any of our authorized partners to resell the proposed products and services in the event we are selected as a qualified technology vendor. Please note that as the list of distributors and resellers is very long and considered business sensitive, we have not included it at this time.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 5FA80 UEI: E3Y8C7CU9RD8	*
5	Provide your NAICS code applicable to Solutions proposed.	ChargePoint general NAICS code: 335999	*
6	Proposer Physical Address:	240 E. Hacienda Avenue, Campbell, CA 95008, USA	*
7	Proposer website address (or addresses):	www.chargepoint.com	*
8	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):	Mansi Khetani Chief Financial Officer 254 E. Hacienda Ave., Campbell CA 95008 mansi.khetani@chargepoint.com 1-408-841-4500	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Case Hyatt Public Sector Account Executive 254 E. Hacienda Ave., Campbell CA 95008 case.hyatt@chargepoint.com 770-315-2085	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Drew Blake Public Sector Account Executive 254 E. Hacienda Ave., Campbell CA 95008 drew.blake@chargepoint.com 720-593-2434 Claire Garcia Fleet Grant Development Manager 254 E. Hacienda Ave., Campbell CA 95008 claire.garcia@chargepoint.com 916-475-6649	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	ChargePoint was founded in 2007 with a single mission in mind – to make EV charging easy and convenient so that everyone feels confident in making the transition to electric transportation. We are one of the few EV charging technology companies that designs, manufacturers, and sells the entire ecosystem of EV charging needs – hardware, software, and services – in one seamless solution. This integrated approach allows ChargePoint to offer an unsurpassed EV driver experience while ensuring that station owners have all the tools and features necessary to keep their stations up and running while aligned with their particular use case. ChargePoint operates across a broad range of end customers and charging use cases including individual homeowners, commercial workplaces, fleets, municipalities, retail, auto OEMs, and more. Our station management software and energy management solutions help people and businesses shift away from fossil fuels and manage growing demand for EV charging. The ChargePoint mobile app, the highest rated app in its segment, allows EV drivers to easily find charging stations, review prices and availability, authenticate, and pay for charging sessions on our network wherever their journey takes them. ChargePoint advocacy and partnership with a variety of EV stakeholders and policy groups throughout the US helps pave the way for widespread EV adoption. ChargePoint's core values that drive our day-to-day operations are: -Be courageous -Charge together -Love our customers -Operate with openness ChargePoint has built its solution upon four pillars of our business philosophy in support of making the charging experience easy, flexible, and efficient: 1. Scale: Ability to scale from small scale pilots to large scale adoption across multiple sites. 2. Experience: Almost two decades of experience in building an effortless charging experience for all. 3. Quality: Reliable and safe charging solutions utilizing industry standards and evaluated using ChargePoint's own Advanced Testing Facility, housed within the ChargePoint headquarters in Campbell, CA. 4. Service: Best-in-class services for every mission, including remote monitoring and equipment uptime guarantees.	
12	What are your company's expectations in the event of an award?	ChargePoint is currently a qualified Sourcewell vendor of EV charging solutions and we would expect similar activities if granted a continuation of that status. As Sourcewell members inquire about purchasing EVSE and related services provided under this contract, we anticipate that Sourcewell would direct those members to ChargePoint where we can assist the member in identifying the best solution, and the best buying and installation path to fit their needs. ChargePoint and/or our channel partners would be able to deliver all of the charging station needs and software solutions described herein. ChargePoint will also proactively promote the contract. As the industry leader, ChargePoint has experience deploying large scale programs across North America and has the resources necessary to quickly train staff and partners on such initiatives. ChargePoint will continue to support listing of the opportunity on its popular EV charger incentives webpage, conduct marketing campaigns to raise awareness of the opportunity, and support awareness training of our various channel partners and electrical contractors to broaden the number of entities helping to conduct outreach and support Sourcewell members.	
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	ChargePoint is uniquely positioned in the industry for long-term growth, thanks to an asset-light business model. ChargePoint has reported growing annual revenues of \$242M, \$468M, and \$507M over the past three fiscal years. As of October 31, 2024, ChargePoint reported over \$219M in cash on the balance sheet which provides a substantial reserve to mitigate the impacts of potential short-term fluctuations in the EV adoption and associated EV charging market. While we continue to rigorously focus on cash management, we also have access to a \$150 million revolving credit facility, which remains undrawn. We have no debt maturities until 2028, and we have existing capacity on our ATM. As a result of ChargePoint's established business model, comprehensive portfolio, recurring revenue, diversified markets, and growing customer base, you can feel confident in your choice of ChargePoint as your EV charging infrastructure partner. For a complete listing of SEC financial filings, please visit https://investors.chargepoint.com/financials/sec-filings.	

14	What is your US market share for the Solutions that you are proposing?	This information is difficult to determine as public data sources are limited in terms of port deployments that are private and/or restricted. The US Department of Energy (DOE) does maintain the Alternative Fuel Data Center (AFDC) which lists publically available charging ports. Data collected from that source indicates that more than 44% of the publically accessible networked L2 ports are managed on the ChargePoint Network. ChargePoint is also the leading network provider for CCS DC charging ports in the U.S.	*
15	What is your Canadian market share for the Solutions that you are proposing?	This information is difficult to determine as public data sources are limited in terms of port deployments that are private and/or restricted. The US Department of Energy (DOE) does maintain the Alternative Fuel Data Center (AFDC) which lists publically available charging ports. Data collected from that source indicates that more than 33% of the publically accessible networked L2 ports in Canada are managed on the ChargePoint Network. ChargePoint is also the leading network provider for CCS DC charging ports in Canada.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	ChargePoint has no current or completed bankruptcy proceedings.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	ChargePoint is best described as a manufacturer and service provider. ChargePoint designs and develops a turnkey EVSE solution: we design and manufacturer our own networked charging stations, develop cloud-based network management software, provide driver app and web portal analytics, and maintain dedicated driver and station owner support teams. ChargePoint has a national direct sales force including regionally based teams and corporate inside sales department. We also have a sales support team based across North America. Direct Sales and Support are employees of ChargePoint. In addition, ChargePoint also has a full, local and national, network of partners across the US and Canada that we engage for sales, installation, and maintenance depending on their discipline. Our partners are not employees of ChargePoint. ChargePoint intends to be a single vendor contact for Sourcewell members from project planning to sales, installation, and station support. If members require turnkey equipment sales and installation services, ChargePoint will work together with an appropriate channel partner to provide the desired proposal structure.	*
18	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.	ChargePoint's local and national network of partners across the US and Canada are trained and certified on the installation of our products through our ChargePoint Training and Certification program. All of our partners have licensed electricians on-staff or maintain partnerships with such electricians. Sourcewell members have the option of using their own licensed electrician for installation of ChargePoint stations. ChargePoint has installation manuals and videos available to help facilitate a successful install. In this case, ChargePoint would need to validate the installation prior to activating an Assure warranty for equipment maintenance and support; this is a simple review and approval of the work performed.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	ChargePoint has never been suspended or disbarred.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Below is a list of key awards over the past few years. Please visit https://www.chargepoint.com/about/awards for additional details. 2024: -U.S. General Services Administration (GSA) awarded Federal Risk and Authorization Management Program (FedRAMP) certification to ChargePoint for its software services. 2023: -Inter Airport Europe 2023 Innovation Awards. - Busworld Europe E-Mobility Management Winner 2023. -FreightWaves FreightTech 100 list of most innovative companies in the freight technology sector. 2022: -Fast Company Top 10 Most Innovative Companies in North America 2022. -Global Cleantech 100 Graduate of the Year. 2021: -Frost & Sullivan 2021 Best Practices Award. 2020: -2020 Private Titans, Inc. Magazine, America's Largest and Most Inspiring Private Companies. -World's Most Innovative Companies for 2020 in Transportation.	*
21	What percentage of your sales are to the governmental sector in the past three years?	In the past three years, approximately 20% of our sales are in the government sector.	*
22	What percentage of your sales are to the education sector in the past three years?	In the past three years, approximately 10% of our sales are in the education sector.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	1. E&I Purchasing Cooperative: Awarded December 2024 - new contract; sales pending. 2. NASPO Valuepoint: Contract held by authorized ChargePoint partner. Actual sales information is not available. 3. Canoe Procurement of Canada: Sales volume information to be provided upon approval from Canoe. 4. Equalis: Actual sales information is not available. ChargePoint is listed on numerous state, provincial and cooperative purchasing contracts, either directly or indirectly via channel partners. It is likely that every state or province where an EVSE contract or authorized vendor list exists, ChargePoint's products are available either directly or through authorized channel partners.	*
24	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?	ChargePoint holds a Kinetic GPO contract; annual sales volume to be provided upon approval from Kinetic GPO. ChargePoint holds an Equalis Group/Sourcing Alliance contract; annual sales volume to be provided upon approval from Equalis.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Ann Arbor	Simi Barr	734-794-6430 x43729	*
City of Long Beach	Justin Beck	562-570-6964	*
City of Beverly Hills	William Hamilton	424-263-9359	*
Atlanta Public Schools	Anthony Ashley	404-802-5524	
City of Rancho Cucamonga	Michael Parmer	909-774-2023	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company’s capability to meet the needs of Sourcwell 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 *
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26	Sales force.	ChargePoint has its own regionally based, outside sales teams covering every state within the US and all of the provinces in Canada. These individuals are based regionally and able to travel to all client in the territory. We also have dedicated sales teams for federal, fleet, and public sectors. Our outside 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. In addition to our outside sales team, we also have corporate based inside sales teams. 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 inside 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. Once a call is answered and qualified, the inside salesperson connects the customer with the local regional sales representative. The regional sales representative will work with the customer from this point. We also have an inside sales team that can assist with outbound calls. This team can be focused on proactive outreach to Sourcewell members and will also follow up on leads that are generated through various marketing initiatives. ChargePoint also has a team of Solutions Engineers and complex project support resources that can assist in any presale technical education required to get help Sourcewell members understand their EV charging options and ultimately develop an optimized deployment. After deployment, ChargePoint also has a team of Customer Success Managers (CSMs) who look after all existing customers and will make sure Sourcewell members are getting the most out of their ChargePoint solutions. ChargePoint has held an active Sourcewell award since 2018 and has always been eager to partner with Sourcewell to perform joint marketing or any other contract development activity believed to drive additional success in all forms. As an example, ChargePoint has been leveraging and will continue to leverage our marketing team to run campaigns to generate interest and promote Sourcewell. This has been a productive approach for other initiatives, such as grants that we have won for our customers. Our go-to-market approach is quick and seamless which creates a simple process for clients and partners. Upon securing a new contract, ChargePoint would be pleased to work with Sourcewell to perform a "relaunch" with the intent of building new momentum around the refreshed award.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	ChargePoint has a network of hundreds of Value Added Resellers located throughout the US and Canada. These resellers are capable of on-site evaluation, installation, install estimates, and EV stations sales. In addition, ChargePoint has a network of thousands of certified installers and dozens of O&M (Operations & Maintenance) partners located through the United States and Canada who are qualified to perform engineering, permitting, and construction services for any type of EVSE. ChargePoint works closely with our customers and partners to ensure site design, charging station layout, and driver experience is the best in the industry. We have multiple national distribution partners offering ChargePoint products in every state and province. These partners total thousands of locations combined and give us the reach to tens of thousands of electrical contractors as well as access to local and state government agencies across the country. ChargePoint's network of distribution partners have their own sales and marketing teams that they will use to promote the contract to existing and prospective clients. Regardless the sales channel, ChargePoint works closely with our customers and partners to ensure site design, charging station layout, and driver experience is the best in the industry. As part of an award, ChargePoint will provide a proposed list of authorized resellers that will be able to offer the same products and services at the proposed discounts.	*

28	If your proposal includes delivery of services by prequalified contractors, describe your method of prequalification. State how prequalified contractors will be identified or selected by Sourcewell Participating Entities in the event of contract award.	ChargePoint prequalifies contractors installing our charging stations through the ChargePoint Training & Certification Program. This program allows us to educate our partners with the knowledge they need to safely, correctly, and efficiently install our chargers. The ChargePoint Training & Certification Program combines general electrical and electric vehicle supply equipment (EVSE) knowledge with actionable product-specific courses. Our curriculum leverages our extensive technical know-how, partner network, and industry connections to set technicians up for success. Through this program, our partners benefit in the following ways: -Generating new business by fulfilling installation and service requests that require a certified technician. -Improving customer satisfaction through reduced callbacks after work order completion and earning recommendations from satisfied customers. -Increasing efficiency through improved knowledge, spending less time on each order, regardless of whether they are installing or repairing equipment. -Developing their expertise by staying up to date on the newest EV charging technology and establishing their businesses in a rapidly growing industry. The ChargePoint Training & Certification program offers a modular curriculum, allowing our partners to master everything they need to know to succeed in the EV charging space. They can take the AC or DC certifications — or both — and pair them with practical and actionable product-specific trainings for the exact stations that need to be installed, commissioned, or repaired. The ChargePoint Training & Certification program offers the following credentials: 1. AC and DC Certifications. Our partners can hone their expertise on AC and DC charging through: -Detailed breakdowns of station components and their functions. -Considerations for site selection and power distribution. -International and regional charging protocols and standards. -Safety protocols, electrical codes, and emergency procedures. -Charging management and control policies. 2. ChargePoint Product Microcredentials. Our partners can become experts on the installation, maintenance, and commissioning of any ChargePoint AC or DC fast charging station. ChargePoint partners can also add microcredentials to their AC and DC charging certifications and receive the following accreditations: -ChargePoint-certified technician — upon earning one (AC or DC) certification and at least one microcredential. -Product specialist — upon completing one certification and all microcredentials for a particular product. -AC EVSE expert — upon becoming a specialist in all AC charging products. -DC EVSE expert — upon becoming a specialist in all DC charging products. Each accreditation provides a badge that technicians can display on LinkedIn, websites, business cards, and other professional materials, so they can show Sourcewell members that they are ChargePoint certified. They can also work at their own pace through our various credentials: the ChargePoint Training & Certification Program is a fully virtual environment. All exams are taken online using an intuitive, AI-proctored system. ChargePoint's prequalified contractors can be identified and selected by Sourcewell Participating Entities by reaching out to our sales team, who can generate a list of suitable local contractors for each Sourcewell member that meets their unique needs. Once a Sourcewell member approaches our sales team, their dedicated salesperson will work directly with them to identify the best available ChargePoint-approved contractors for their project.
29	Service force.	ChargePoint's charging solutions come complete with 24/7 driver and technical support. Our support team is one of the largest and most experienced customer service force in the EV charging industry. ChargePoint has a global support team with over 450 trained employees. These numbers do not include our O&M partners that also offer support services and are located throughout the United States and Canada. The support organization is divided into driver, station owner, and activations support teams, with representatives sharing duties and knowledge. Our support teams have an exceptional record of providing quality service to ChargePoint drivers and station owners. For more information on our support teams, please see our response to Question 31. ChargePoint Support works remotely via the ChargePoint Network to assist drivers and diagnose station issues. Once issues are determined, Support works with our network of local O&M partners to perform any required site visits including repairs. Beyond standard technical support, ChargePoint offers ChargePoint Assure and Assure Pro, our comprehensive maintenance and management programs that are outlined in greater detail in our response to Question 31.

30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members can procure directly through ChargePoint or through our national network of authorized ChargePoint distributors/resellers. Distributor/resellers carry inventory to ship product directly to Sourcewell member. Proposer can also order product from ChargePoint if inventory is low and ChargePoint will ship to Sourcewell member.	*
31	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.	ChargePoint operates a Customer Call Center providing 24/7/365 support and coverage in multiple languages for EV drivers via a toll-free telephone number, clearly posted on the charging equipment. Live representatives will provide a variety of services to address customer concerns at the charging stations. For Driver inquiries, customer service representatives will provide a variety of services to address EV driver questions related to their account or with using a ChargePoint charging station. All ChargePoint charging stations are equipped with advanced diagnostics and "remote start" capabilities. When customer service receives notice that minor operational maintenance is needed, the representative will remotely diagnose the potential causes. If issues cannot be remotely addressed, the ticket is escalated to Owner Support for follow-up directly with the station owner while Driver Support locates a nearby charging alternative for the driver to meet the real-time fueling need. ChargePoint's Technical Owner Support agents are also available to assist station owners and installation partners via the same toll-free number available 24/7/365. Representatives help resolve issues from symptom identification, diagnosis, parts logistics, labor logistics, and resolution validation. If troubleshooting identifies a part to be replaced, or the issue requires additional onsite troubleshooting, ChargePoint will then proceed with recommending local technicians visit the site and provide the necessary parts according to the warranty terms. Repairs in the field are handled by ChargePoint's national operations and maintenance (O&M) partners that have all 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. Customers utilizing ChargePoint's optional Assure offering can rest easy knowing that ChargePoint will proactively monitor the station for any issues. If an issue is detected, ChargePoint 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. By supporting all elements of the charging ecosystem including hardware and software, ChargePoint's Assure can provide an annual port uptime of 98% or better. ChargePoint also boasts a robust Customer Success Manager (CSM) team that is dedicated to ensuring that our customers get the most from their ChargePoint stations after purchase. Our CSMs are the trusted advisors to our customers who focus exclusively on the satisfaction of our customers. From onboarding and software configuration, training, general education and webinars, to being an accessible point of contact for our valued customers, they create confidence in our customers about our products, ensuring a positive customer service experience even after the sale. This team is based at locations across the US and Canada.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	ChargePoint is currently a qualified EV charging vendor with Sourcewell and your members within the United States (and Canada) and we look forward to continuing to support your members moving forward. ChargePoint has an established install base, dedicated sales force, partners, and provide all listed charging hardware, software, and services throughout the United States.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	ChargePoint is already a qualified EV charging vendor with Sourcewell and your members within Canada and we look forward to continuing to support your members moving forward. ChargePoint has an established install base, dedicated sales force, partners, and provide all listed charging hardware, software, and services throughout Canada.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	ChargePoint, either directly or by leveraging our extensive network of partners, has the ability to fully serve all geographic areas of the US and Canada.	*
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All types of Participating Entities will have full access to our solutions.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	ChargePoint does not have any specific requirements or restrictions and are fully available in Hawaii and Alaska. ChargePoint Products can be sold in Puerto Rico and the U.S. Virgin Islands, but we do not have the Assure/ Assure Pro Warranty options there. ChargePoint does not have availability in Guam yet.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, ChargePoint will extend terms of an awarded master agreement to non-profits as many are current customers of ours.	*

38	Describe the process for installation of your products and services and explain the method of quotation, as applicable.	As previously detailed, ChargePoint has a network of hundreds of Value Added Resellers located throughout the US and Canada. These resellers are capable of on-site evaluation, installation, install estimates, and EV stations sales. A subset of these partner are also Operations and Maintenance (O&M) partners as described below. ChargePoint also has a network of thousands of certified installers and dozens of O&M (Operations & Maintenance) partners located through the United States and Canada who are qualified to perform engineering, permitting, and construction services for any type of EVSE. ChargePoint works closely with our customers and partners to ensure site design, charging station layout, and driver experience is the best in the industry. Our installation partners can handle the entire process, from design/engineering, to permits, to construction, to installation. These partners can also provide installation quotes by performing in-person on-site assessments with their local staff. With our number of install partners across North America, there will virtually always be a partner within a reasonable distance of a Sourcewell member who needs a site assessment, design/engineering, permitting, construction, and/or installation and many other services. In addition to our partners providing installation quotes, ChargePoint can also directly provide installation quotes to Sourcewell members through our Professional Services team. After installation, ChargePoint will then provide a commissioning service for any DC station as well as activate all stations on the ChargePoint Network. Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. DC station commissioning includes on-site verifying and testing the installation, connection to the ChargePoint network, completing software updates and pairing Express configuration if applicable, and provision of a final commissioning report.
39	Demonstrate your capabilities to provide solutions offered by providing a list of significant government, public agency, or similar entity projects completed in the past five (5) years.	1. Atlanta Public Schools - Provided project management services along with charging hardware and software to serve 50 electric school buses that are operated by the district. 2. Rancho Cucamonga - High-powered DC fast charging serving the general public. 3. City of Philadelphia - High-powered DC fast chargers installed across city owned sites serving the city's fleet and emergency response vehicles. 4. State of Colorado - ChargePoint's buildout of public DC fast charging infrastructure along Alternative Fuel Corridors (AFCs) across the state through the National Electric Vehicle Infrastructure (NEVI) Program. 5. Town of Vail - High-powered DC fast chargers dedicated to supporting the town's fleet of electric transit buses. 6. Whatcom Transportation Authority - High-powered DC fast chargers dedicated to supporting Whatcom's fleet of electric transit buses. 7. University of Michigan - Deployed 12 DC fast charging ports. 8. City of Ann Arbor - High-powered DC fast chargers dedicated to supporting the city's fleet of electric refuse trucks. 9. ChargePoint has also completed countless projects with Federal government agencies, including, but not limited to, the U.S. Navy, Naval Facilities Engineering Systems Command (NAVFAC), the Department of Army Fort Benning, Fort Knox, Fort Bragg, and many others. The U.S. Postal Service has purchased thousands of our stations, and the Tennessee Valley Authority (TVA) has purchased several million dollars' worth of our CPE250 charging station.

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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40	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	ChargePoint will use the following strategy to promote this contract: -Outside Sales: Our sales team and account executives will proactively reach out to all Sourcewell members within their assigned territories to promote the contract. The team is already familiar with Sourcewell and the competitive advantage it brings to them. -Inside Sales: Our inbound team will be able to promote the contract to all inbound inquiries that come in. As mentioned in Question 26, 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. -Marketing: Upon award, we will do a formal announcement across various channels to get the word out about our continued Sourcewell contract. 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. -Webinars: ChargePoint will offer to create 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. Trade shows: ChargePoint participates in various tradeshow/events around the country and will have marketing material available highlighting our partnership with Sourcewell and details of the contract. -Incentives: We will match all state, local, utility, and federal incentives to Sourcewell members and proactively educate prospects about the value of both the incentive program and the Sourcewell partnership. -Distribution Network: Our large distribution/partner network also have sales and marketing teams primarily supporting electrical contractors. Contractors are often a first touch point for customer 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 trainings to make sure this contract stays top of mind. Examples of our outreach: 1. ChargePoint Incentives Website: https://www.chargepoint.com/incentives/commercial/. 2. ChargePoint's continued annual presence at the ACT Expo: North America's largest clean fleet show. 3. ChargePoint's recent "EV Charging Incentives 101" webinar in April 2024 that highlighted a variety of funding sources accessible to Sourcewell members. A recording of the webinar can be viewed here: https://info.chargepoint.com/2024-ev-charging-incentives-101.html. 4. ChargePoint's recent "Public Sector Webinar" that highlighted electrification for public sector entities, a key membership of Sourcewell. A recording of the webinar can be viewed here: https://info.chargepoint.com/public-sector-webinar.html. 5. ChargePoint's "How to Leverage Sourcewell to Get EV Charging" webpage, hosted on the ChargePoint website, which describes how Sourcewell members can use Sourcewell to electrify. The webpage can be accessed here: https://www.chargepoint.com/resources/how-leverage-sourcewell-get-ev-charging. 6. ChargePoint's "Education" webpage, hosted on the ChargePoint website, which describes how Sourcewell members in the education sector can use Sourcewell to electrify. The webpage can be accessed here: https://www.chargepoint.com/solutions/education?srsltid=AfmBOorH8K-7l0zU0GMcekmb1wa9N2VcpceCDH2k-ZSkbcjzdVzUefal. 7. ChargePoint's Sourcewell email campaign (image attached to response). 8. ChargePoint's Sourcewell email campaign focused on motor pool fleets (image attached to response). 9. ChargePoint's Sourcewell email campaign focused on municipal fleets (image attached to response).
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41	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our marketing approach leverages technology to quickly pull contact information from prospective customers and generate marketing campaigns. ChargePoint is often involved in new programs, contracts, grants, etc. and can get messaging out to market extremely quickly. We leverage various marketing tools using technology and digital data to generate leads and manage them through the sales funnel: -Organic social posts (Facebook, LinkedIn, Twitter, Instagram). -Digital advertising (banner ads, social ads, paid search, retargeting). -Premium content (gated on chargepoint.com). -Syndicated content. -Organic search. -Charging Forward blog. -Chargepoint.com business, vertical and roles pages. -Credits and Incentives web page with link to lead form on chargepoint.com. -Forms (content downloads). -Request a station (CP.com). -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.	*
42	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	ChargePoint has a collaborative and effective partnership in place with Sourcewell with its current contract. ChargePoint would view Sourcewell as a marketing partner to help promote this contract. We would look for support on an initial announcement to current members notifying them of this renewed opportunity. We have methods of gathering contact information, however, hope that you will be able to share 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. We would also look for opportunities to collaborate on co-branded marketing initiatives that adhere to ChargePoint's brand guidelines. With Sourcewell's well established relationship with its members and ChargePoint expertise in EV charging, working closely together on marketing initiatives will ensure members feel they are in good hands with their EV charging needs. 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, Sourcewell members and ChargePoint).	*
43	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Similar to other types of customers, for most Sourcewell members, choosing and implementing a successful charging solution is an unfamiliar experience. This is why ChargePoint has developed the most extensive, expert sales team in the industry and make these resources available to customers exploring our space. With our help, we're confident customers will be put in a position to implement successful projects. Primarily for this reason, ChargePoint does not have its own e-procurement system; our GSA Schedules are online via www.gsaadvantage.gov.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
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44	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	As standard practice Sourcewell members have access to the following at no additional cost: For installers and service technicians, we host a variety of resources at ChargePoint University, our online learning portal. You may access training via laptop, tablet or smartphone, 24/7 through www.chargepointuniversity.com. ChargePoint University offers courseware and certifications, developed by experienced industry experts, for professionals who install ChargePoint charging stations. For users of ChargePoint cloud services and charging hardware, ChargePoint provides general training and educational videos through our YouTube channel, as well as product training through our ChargePoint University e-learning platform. Station operators also have access to an FAQ and How-To guides and videos within the charge management system and can always call our toll-free support number for additional assistance. In addition, we provide a “self guided tour” of our software platform which can be accessed at: https://www.chargepoint.com/businesses/software/tour. For DC stations, ChargePoint will be on site to support commissioning of charging stations and can provide in-person training on using the charging stations at that time. On an ongoing basis, the ChargePoint Solutions Engineering team is available via email or phone to answer questions or provide additional virtual training at no cost. Additional in-person training can be provided for a fee.
45	Describe any technological advances that your proposed Solutions offer.	ChargePoint is one of the most innovative EV charging companies in the industry today as evidenced through our \$300+ million investment in research and development over the past two years alone. We remain actively engaged in all elements of the EV charging ecosystem through engagement with technical consortiums, participation in shaping standards and policy, in addition to our close relationships with auto OEMs to anticipate the needs of future vehicle platforms. The following are highlights of some of the innovations that will support your charging initiative. NACS/J3400 Connector As a technology company enabling hosts to offer charging to their customers, employees, and fleets, our charging solutions have always been available for multiple connectors including CCS1, CHAdeMO and J1772 in North America. We now also offer NACS connector solutions on a variety of ChargePoint hardware including the CPE250/280, Express Plus, CPF50, CP6000, and the award-winning Home Flex. Thanks to this approach, existing customers can be confident their investment today is protected. ChargePoint Omni Port ChargePoint recently announced the ChargePoint Omni Port solution that ensures any EV can charge in any parking space, regardless of its connector type and without an expensive additional cable or adapter. Omni Port ensures public charging ports are future-ready, and designed to support vehicles that are already on the road as well as EVs coming to market. Omni Port also eliminates the hassle of carrying adapters while forming a simpler, more convenient charging experience. ChargePoint Omni Port is available today at no additional cost for the CP6000 50A models and can be added for an additional fee on the 80A models. It is also available on the Express Plus Power Link 2000 series for public DC fast charging use cases. CPF50 Upgrade ChargePoint recently upgrade the CPF50 to provide greater reliability and help reduce costs. This includes embedding the cellular modem into each unit allowing each port to serve as a direct gateway to the cloud. This will improve reliability and reduce complexity and associated costs with installing the separate gateway. In addition, the circuit board will also undergo a refresh to update internal components. Megawatt Charging System (MCS) ChargePoint is integrating the Megawatt Charging System (MCS) into its existing portfolio of Express Plus Power Link 2000 products. Initially, MCS will deliver up to 1.2 Megawatt. It will also support bi-directional charging and will enable output of up to 3 megawatts in the future before vehicles capable of accepting such charge are available. The system is also designed for charging in marine and aviation applications. With MCS, ChargePoint will enable its customers to meet their electrification needs for even their largest EVs. ChargePoint is already conducting interoperability testing now to a seamless MCS deployment. This system will help support the electrification of EVs with the largest battery packs, such as Class 8 trucks. Pantograph ChargePoint recently announced our inverted Pantograph option in support of the continued trend of transit agencies towards charging electric buses at higher rates and high overhead connectors. The ChargePoint's Pantograph solution is part of the Express Plus platform and enables 500 kW DC charging to provide a major, future-proof upgrade to any catenary-fitted depot. AI-powered picture-to-resolution ChargePoint has an AI-powered driver support tool to rapidly accelerate the diagnosis and repair of charging stations in the field. The software utilizes AI for the first time in the EV charging space to identify physical charger issues, thereby improving their uptime. This software is the latest deliverable of ChargePoint's ongoing investment in charging station reliability. The software is user-friendly on the outside, yet sophisticated behind the scenes.

		All a driver needs to do when encountering a nonfunctional charging station is submit photos via an improved "report a problem" feature in the ChargePoint app. The app links the issue to the driver's location and analyzes the images for anomalies, discovered thanks to a multitude of inputs utilized to train the technology for the EV charging domain. Once the software identifies the issue, it relays the information to ChargePoint's Network Operations Center, eliminating the need for most on-site inspections, considerably shortening the time to resolution. Drivers who report an issue will be able to track repair status in their app, and their report will automatically generate an alert for that station's owner, streamlining a repair process which often requires their authorization. Anti-vandalism features ChargePoint currently leads the way in solving EVSE industry challenges with innovative vandalism prevention solutions. We have developed cut-resistant cables using proprietary, patent-pending technology to mitigate the growing issue of theft. Additionally, ChargePoint® Protect offers advanced real-time protection by detecting cable cutting, triggering audible and visual alarms, and notifying station owners via SMS and email. These features work together to minimize repair costs, reduce downtime, and safeguard charging equipment. We are committed to providing the best charging experience for drivers, ensuring long-term reliability and peace of mind for drivers and charging site hosts alike.
46	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	ChargePoint is committed to protect, utilize, and manage our natural resources and reduce our carbon footprint to prevent pollution and to continually improve the air we breathe, the water we drink, and the earth we inhabit. Sustainability at ChargePoint means conducting our business in a manner that acknowledges and takes responsibility for our direct and indirect impact on the environment. This means that we will conserve energy, dispose of waste responsibly, and reduce pollutants and other byproducts our activities may generate. All employees and contractors are responsible for ensuring that they take sustainability into account in their day-to-day decision-making. By conducting our business in this manner, we align our long-term success with the earth's ecological well-being, and create enduring benefits for our shareholders, customers, employees, and the communities we live and work in. Examples of our internal sustainability initiatives include: Environmental Quality Management System: ChargePoint is ISO 14001 certified under the international standard for Environmental Management System. As part of our status of ISO 14001 certification, we also be asking our suppliers if they are certified themselves or if they plan on getting certified which will get weighed into the decision to do business with such entities. Energy Star: The first ENERGY STAR® certified EV commercial and residential charging stations on the market; Today all ChargePoint EVSEs are ENERGY STAR certified. RoHS: ChargePoint chargers have been designed and tested to be RoHS-compliant. Enabling Sustainability for our Customers: ChargePoint is also passionate about the part we play in our and our customers' sustainability programs. EV charging helps slow climate change or even eliminate emissions altogether when paired with renewable electricity sources. ChargePoint supports customers, tenants, and employees in switching to an EV by ensuring this 'green' amenity is inherent to the infrastructure where people live, work and play. This includes reporting of GHG reductions that station owners can use to track their progress. ChargePoint Awards ChargePoint is pleased to have been recognized for our efforts to build a more sustainable future by the following entities: + Top 10 Most Innovative Companies (2022): Fast Company + Cleantech 100 Graduate of the Year (2022): Global Cleantech + Acterra Award (2019): Environmental innovation award. + Global Cleantech Hall of Fame (2018): Global Cleantech 100 List + Clean Air Champion Award (2017): From East Bay Clean Cities

47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All ChargePoint hardware products are Energy Star certified by the US EPA in partnership with the US Department of Energy, which means our products are highly energy efficient, so Sourcewell members can rest assured knowing their ChargePoint charging stations use comparatively less energy to operate, saving money and reducing waste. Environmental Management Systems ISO 14001:2015 certification: ISO 14001 is the internationally recognized standard for environmental management systems (EMS). It provides a framework for organizations to design and implement an EMS, and continually improve their environmental performance. By adhering to this standard, organizations can ensure they are taking proactive measures to minimize their environmental footprint, comply with relevant legal requirements, and achieve their environmental objectives. The framework encompasses various aspects, from resource usage and waste management to monitoring environmental performance and involving stakeholders in environmental commitments. ChargePoint is proud to be ISO 14001:2015 certified. RoHS: ChargePoint chargers have been designed and tested to be RoHS-compliant in Europe. RoHS stands for Restriction of Hazardous Substances. RoHS, also known as Directive 2002/95/EC, originated in the European Union and restricts the use of specific hazardous materials found in electrical and electronic products. All applicable products in the EU market after July 1, 2006, must pass RoHS compliance. ChargePoint owns an Advanced Test Facility, housed within our headquarters in Campbell, CA, that exposes all of our products 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.
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48	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?	ChargePoint is a complete systems provider, offering the highest level of integration of hardware, software, and services, and delivering the best value in the industry. Our charging stations, mobile applications, and network management platform are designed to work seamlessly together to provide the best station owner and driver experiences in the market. ChargePoint's extensive technical expertise and fully integrated portfolio also allows ChargePoint to work rapidly with key partners to develop new, innovative solutions in support of a rapidly evolving market. Simply put, ChargePoint is unlike any other charging solution provider in that it provides the scale, experience, service, and quality necessary to make any EV charging initiative a success. Experience An integrated experience provides an effortless charging experience for station owners and drivers. It ensures consistent performance, efficiency, and reliability at every touchpoint whether one is using a mobile app, plugging into a charging station, managing the station or analyzing charging data. ChargePoint has more than 300,000 activated places to charge on its network, with access to an additional 800,000 public places to charge through roaming integrations with other major networks. ChargePoint is the only company that delivers solutions that provide an integrated EV charging experience for businesses and drivers across every touch point and for every use case. We design, develop, and manufacture complete, integrated hardware and software solutions for every charging scenario: from home and multifamily to workplace and fleet. From a top-rated mobile app and award-winning services and support to the most reliable network and stations, ChargePoint has you covered. Scale As EV adoption grows and charging becomes a necessity for your business, you want to rest assured that the charging solution you invest in today will set you up for success in the future by enabling you to support more drivers, add the latest software features and expand your EV fleet with minimal disruption to your business. The EV charging solution you invest in today must set you up for success tomorrow. ChargePoint offers seamless scalable solutions that grow with your business. We will help you get started easily, up to speed quickly and, when the time comes, ramp up effortlessly—all with minimal disruption to your business. Our extensive expertise with incentives, rebates and grants will even save you money every step of the way. No wonder 80% of Fortune 50 companies are ChargePoint customers. Quality You need an EV charging solution that just works no matter how it is used, where it is used or when it is used. A solution that is so reliable that you can just set it and forget it. Your EV charging solution has to work, every time. That is why ChargePoint is the only company that has made a major investment in quality testing on all our stations and software. ChargePoint is the only EV charging solutions company with an advanced in-house testing lab. We rigorously test all our stations and software to ensure your investment can stand up to any element, scenario, or mishap. All our products are UL-listed, ENERGY STAR® and CE (EU) certified, and our modular design minimizes downtime. With so much riding on the New Fueling Network, your EV charging solution just has to work, every time. With ChargePoint, it will. Service Best-in-class support is essential for providing a high caliber experience for all participants in the fueling network, whether one is driving a personal vehicle, delivering goods, driving work vehicles, or riding shared transport. Security In 2024, ChargePoint's software solutions received FedRAMP certification. The Federal Risk and Authorization Management Program (FedRAMP) is a program housed in the U.S. General Services Administration (GSA) and created to standardize the assessment, authorization, and monitoring of cloud computing services used by federal agencies. Cloud service providers (CSPs), software-as-a-service (SaaS) companies, and other cloud providers seeking to work with federal government agencies need to demonstrate FedRAMP compliance to do business with federal agencies. ChargePoint was among the first EVSE OEMs to achieve this stringent certification, demonstrating that our software solutions meet the highest standard of cybersecurity. Technology ChargePoint has a number of unique attributes related to technological developments that set us apart from other charger OEMs. From Omni Port, to MCS, to AI-empowered troubleshooting, to anti-vandalism features, ChargePoint's products remain at the cutting edge of technological advancement. For more information on our technological developments, please see our response to Question 45.
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49	Describe all end-user payment methods offered for charging, as applicable.	EV drivers can register with a ChargePoint driver account to enable greater functionality and convenience via the ChargePoint Network. This is a free service to EV drivers and does not any subscription or any setup fee to join. ChargePoint offers a variety of payment options to ensure EV Drivers can have the flexibility to pay the way they want. Depending on the station operator needs and how they configure their ChargePoint networked station, EV drivers will be able to use multiple point-of-sale methods including: -Credit Card: Drivers may use a contactless credit card or call the toll-free number clearly displayed on every station 24/7 to authorize charging. EV drivers will be able to pay via a credit card without having a ChargePoint account or the mobile app. -Apple Pay and Google Pay "Tap to Pay": ChargePoint stations are compatible with Apple and Android phones using NFC technology with Google Pay and Apple Pay, allowing drivers to pay by tapping their phones at the station as if they were using a contactless credit card. No membership or registration required. -ChargePoint Account and RFID Card: New drivers can open an account online and sign up to receive a free ChargePoint card. The driver's ChargePoint account is synched to the driver's credit card, PayPal, Google Pay, or Apple Pay as a funding source. -ChargePoint Mobile App: EV drivers can start and stop charging with just one tap in the mobile ChargePoint app. Like the ChargePoint RFID card, this app is synched to the driver's ChargePoint account. -Smartphone and Smartwatch "Tap to Charge": ChargePoint drivers can use the NFC capabilities of their Android or Apple smartphone or smartwatch and tap at the station in lieu of using an RFID card. This feature ties the session to the driver account, enabling all features of the mobile application and activity tracking. -Roaming Between Networks: ChargePoint registered drivers can utilize the ChargePoint app to initiate a charging session on any implemented roaming partner charging network, and conversely can utilize a roaming network's account to activate a station on the ChargePoint Network. ChargePoint is a founding member of the effort to develop roaming agreements between all major charging networks to help charging seamless for all EV drivers. ChargePoint handles the entire billing process on behalf of all parties to make it easy for all. All payment processing, funds transfer and collections are handled automatically with ChargePoint aggregating and remitting the balance, net fees, to the station operator on a quarterly basis.
50	Identify the data collected when your equipment, products, and services are accessed by an end-user.	As it related to data privacy, ChargePoint is committed to the security of all customers' data and service. ChargePoint has achieved some of the most stringent information security standards in the industry as we are certified under PCI DSS, ISO 27001, SOC II Type II, FedRamp (the U.S. government standard for highly secure cloud services), and comply to GDPR and CCPA privacy requirements. Please visit our Trust Center to learn more about ChargePoint's security posture and request access to security documentation: https://trust.chargepoint.com/. For specific on our privacy policy, which includes information we collect, please visit https://na.chargepoint.com/privacy_policy. As it relates to charging data available to users, ChargePoint provides extensive monitoring and reporting capabilities in a user-friendly and highly flexible web interface. ChargePoint stations are continuously communicating over the ChargePoint network and status updated in real-time and available on the web-based admin interface and via push alerts. The ChargePoint web interface provides the tools necessary to actively monitor and manage all stations, including near real-time status for each port, making it easy to view important data in a clear and concise table format. All data reports may be exported to Excel or CSV format from the reports page directly. The categories of reporting available on the ChargePoint web portal include: -Analytics: A large collection of information, including peak occupancy, session information, energy dispensed, and GHG savings. There are several reports under Analytics including the Unique Driver Report, Session Length Histogram Report, and the Average Utilization Report. -Financial: If a fee is associated with charging, this report shows the monthly Flex Billing statement, including how much Drivers spent charging at the Organization's stations, and how much money the Organization receives monthly. -Logs: A chronology of configuration changes and the success or failure of any attempt by the ChargePoint cloud to download information to the stations. -Audit Trail: All configuration and other actions including the user account that performed the action. -Alarms: A table of station events, including service-affecting faults.

51	Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable.	ChargePoint is committed to the security of all customers' data and service. ChargePoint has achieved some of the most stringent information security standards in the industry as we are certified under PCI DSS, ISO 27001, SOC II Type II, FedRamp (the U.S. government standard for highly secure cloud services), and comply to GDPR and CCPA privacy requirements. Please visit our Trust Center to learn more about ChargePoint's security posture and request access to security documentation: https://trust.chargepoint.com/. As further evidence of ChargePoint's commitment to cyber security, ChargePoint's software solutions was the first to receive FedRAMP certification. The Federal Risk and Authorization Management Program (FedRAMP) is a program housed in the U.S. General Services Administration (GSA) and created to standardize the assessment, authorization, and monitoring of cloud computing services used by federal agencies. Cloud service providers (CSPs), software-as-a-service (SaaS) companies, and other cloud providers seeking to work with federal government agencies need to demonstrate FedRAMP compliance to do business with federal agencies. ChargePoint also maintains PCI compliance and is audited on an annual basis by Coalfire, an independent 3rd party Qualified Security Assessor (QSA). Coalfire has more than 17 years' experience in IT security and compliance, serving thousands of client organizations across the United States and Europe. Their client list includes 3M, AWS, Azure, Orion Health, Concur, InstaMed, and many more. ChargePoint's Information Security Policy is based on the PCI-DSS 3.2.1 information security standard. We review our policy at least annually. The PCI DSS standard requires a comprehensive information security policy that is used throughout the organization and is distributed to all system users, including contractors, vendors, and business partners. ChargePoint uses this chapter of its policies, Requirement 12, as a stand-alone security policy for that purpose, in addition to Requirement 12's other functions within the PCI standard. ChargePoint provides services to thousands of customers through a cloud-based platform that is hosted at Amazon AWS. The IT infrastructure that AWS provides to its customers is designed and managed in alignment with security best practices and a variety of IT security standards, including: -SOC 1/SSAE 16/ISAE 3402 (formerly SAS70), SOC2, SOC3. -FISMA, DIACAP, and FedRAMP. -DOD CSM Levels1-5, PCI DSS Level1. -ISO 9001 / ISO27001. -ITAR, FIPS140-2, and MTCS Level3. The production environment at AWS is isolated from the ChargePoint corporate network. ChargePoint also has no connect to any of our partner networks. The charging stations all communicate over the cellular network, bypassing the need for any local IT connectivity. Access to the cloud-based platform is via standard web browser with no plugins required.
52	Demonstrate your capabilities around long-term stewardship of proposed equipment, products, or services offered such as maintenance, performance warranties and guarantees, operational uptime, hardware warranties, and similar stewardship functions.	ChargePoint's standard hardware warranty is one-year parts only for commercial stations. To provide greater peace of mind, ChargePoint recommends our Assure service for ChargePoint manufactured commercial charging stations for Sourcewell members. With Assure, ChargePoint takes responsibility for fixing hardware issues by providing parts, labor, and orchestration of repairs by expert support specialists. Proactive monitoring, regular reports and unlimited changes to station policies are included with Assure, as well as one business day response to requests and 98% annual uptime. Sourcewell members can also get professional guidance when configuring their stations to make the most of their charging stations. Summary of Assure features: -24x7 proactive station health monitoring. -Dispatch of repair technicians when required. -Next business-day, on-site response after parts are delivered. -Unlimited software configuration changes. -98% annual uptime. -Monthly reports and detailed quarterly reports of station performance metrics. -Coverage of labor for repairs typically not covered under standard warranty such as vandalism, abuse, and accidents. For an even higher level of service, Sourcewell members can leverage our Assure Pro offering. Assure Pro provides all the benefits of Assure, plus best-in-class EV station support, monitoring, and maintenance designed to meet the needs of mission critical charging operations. With Assure Pro, ChargePoint takes responsibility for safeguarding customers' chargers by providing mission-critical remote support, proactive monitoring, and coordination of on-site repairs by expert support specialists. Assure Pro offers the benefits provided by Assure with enhanced response times including one hour response, 24 hour issue resolution, and a 99% uptime target along with annual preventative maintenance.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
53	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.	Minority Business Enterprise (MBE)	☐ Yes ☒ No	ChargePoint is not a certified diverse owned company, however we partner with many entities that are certified as such and can provide the same proposed ChargePoint products and services at the noted discount. We welcome the opportunity to share this list of companies upon request.	*
54		Women Business Enterprise (WBE)	☐ Yes ☒ No	ChargePoint is not a certified diverse owned company, however we partner with many entities that are certified as such and can provide the same proposed ChargePoint products and services at the noted discount. We welcome the opportunity to share this list of companies upon request.	*
55		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	ChargePoint is not a certified diverse owned company, however we partner with many entities that are certified as such and can provide the same proposed ChargePoint products and services at the noted discount. We welcome the opportunity to share this list of companies upon request.	*
56		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	ChargePoint is not a certified diverse owned company, however we partner with many entities that are certified as such and can provide the same proposed ChargePoint products and services at the noted discount. We welcome the opportunity to share this list of companies upon request.	*
57		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	ChargePoint is not a certified diverse owned company, however we partner with many entities that are certified as such and can provide the same proposed ChargePoint products and services at the noted discount. We welcome the opportunity to share this list of companies upon request.	*
58		Small Business Enterprise (SBE)	☐ Yes ☒ No	ChargePoint is not a certified diverse owned company, however we partner with many entities that are certified as such and can provide the same proposed ChargePoint products and services at the noted discount. We welcome the opportunity to share this list of companies upon request.	*
59		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	ChargePoint is not a certified diverse owned company, however we partner with many entities that are certified as such and can provide the same proposed ChargePoint products and services at the noted discount. We welcome the opportunity to share this list of companies upon request.	*
60		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	ChargePoint is not a certified diverse owned company, however we partner with many entities that are certified as such and can provide the same proposed ChargePoint products and services at the noted discount. We welcome the opportunity to share this list of companies upon request.	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
61	Describe your payment terms and accepted payment methods.	Net 30. ChargePoint channel partners may offer varying payment terms at their discretion.	*

62	Describe any leasing or financing options available for use by educational or governmental entities.	ChargePoint supports the following options for procurement of charging stations and associated services. In addition to the options available below, ChargePoint's channel partners may also offer additional financing and leasing plans. Outright Purchase Upfront payment of all goods and services. ChargePoint and associated partners then fulfill installation works, network services and ongoing support in accordance with contractual agreements. Financing Options ChargePoint partners with major financial providers to offer a full finance offer for all ChargePoint services as well as site make-ready. A simple monthly payment covers all bundled costs over the course of the agreed term with a final payment option for ownership of stations to transfer to Sourcewell and its members.	*
63	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	1. ChargePoint Master Services and Subscription Agreement (MSSA) found at https://www.chargepoint.com/legal/mssa/. 2. ChargePoint Terms and Conditions of Purchase found at https://www.chargepoint.com/legal/termsandconditions. 3. ChargePoint Support Services Terms and Conditions found at: https://www.chargepoint.com/legal/support-services/. 4. ChargePoint Deployment and Consulting Services Terms and Conditions found at https://www.chargepoint.com/legal/deployment-consulting-services.	*
64	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?	Yes. ChargePoint and various channel partners can accept credit cards for payment.	*
65	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.	ChargePoint has provided a detailed line-item price book showing list price and proposed discount level for Sourcewell members. Please see attachment titled "ChargePoint Pricing and Discounts 2025". This book is broken into distinct product categories to simplify review. Those categories are Charging Stations, Network Services, Assure Maintenance Plans, and Accessories. While we commit to maintain the discount level for the term of the contract, the MSRP list price is subject to change. Freight costs are most cost effectively determined at the time of purchase, based on quantity, mode, distribution point and shipping destination so they have not been provided on a line-item basis.	*
66	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.	Discounts range from 5-25% off MSRP for eligible products and services.	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	The pricing provided takes into account an assumption of volume created by purchasing across the Sourcewell membership. However, on a case-by-case basis ChargePoint may consider providing improved pricing to individual members who intend to purchase large volumes in single orders.	*
68	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	ChargePoint would consider any installation services including materials and labor beyond the scope of our Install-Commissioning service listed in our pricing proposal to be "Open Market" options. In many cases government entities prefer to use previously contracted vendors or employed tradespeople to perform the site preparation for charging station installation. Install-Commissioning service then allows these entities to purchase just the somewhat specialized charging station assembly, mounting and testing directly from ChargePoint. However, in instances where an Sourcewell member would prefer to procure complete installation services from one vendor ChargePoint would coordinate scoping by an appropriate channel or O&M partner who would then provide a quote for these services to the Sourcewell member. ChargePoint would facilitate this sourcing but would not be directly involved with any financial transactions between the member and ChargePoint partner for those services. Furthermore, ChargePoint would not intend to track quarterly or pay Administrative fee on these services.	*

69	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.	As previously described, ANY installation services including materials and labor beyond the scope of our Install-Commissioning service is not included in our pricing proposal. In many cases government entities prefer to use previously contracted vendors or employed tradespeople to perform the site preparation for charging station installation. Install-Commissioning service then allows these entities to purchase just the somewhat specialized charging station assembly, mounting and testing directly from ChargePoint. However, in instances where a Sourcwell member would prefer to procure complete installation services from one vendor ChargePoint would coordinate scoping by an appropriate channel or O&M partner who would then provide a quote for these services to the Sourcwell member. ChargePoint would facilitate this sourcing but would not be directly involved with any financial transactions between the Sourcwell member and ChargePoint partner for those services.	*
70	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight costs are most cost effectively determined at the time of purchase, based on quantity, mode, distribution point and shipping destination so they have not been provided on a line-item basis. ChargePoint will provide pricing upon request. In addition, if Sourcwell members are able to require their own shipping carrier upon purchase.	*
71	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight terms for Alaska, Hawaii, Canada, or any offshore delivery are treated no different the contiguous United States. As described above freights costs are most cost effectively determined at the time of purchase, based on quantity, mode, distribution point and shipping destination so they have not been provided on a line-item basis.	*
72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	No unique distribution and/or delivery methods or options offered in our proposal.	*
73	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	ChargePoint is well experienced with offering contracted pricing to various public and private entities across the globe. In addition, we operate our business on a world class CRM platform with the ability to easily meet these needs. Upon award, we will leverage our CRM tools to tag any Sourcwell opportunities appropriately, so they receive the contract pricing and terms. In the event these leads require a pass-through channel or O&M partner, we will ensure the partner is conforming to any contract requirements as well. As sales are made and shipments are processed all Sourcwell tagged orders will be archived in our CRM system which can easily be queried quarterly for itemized reporting of products and revenue. From this report the Sourcwell administrative fee can be easily calculated and paid.	*

74	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Upon award, ChargePoint will proactively promote the contract. As the industry leader, ChargePoint has experience deploying large scale programs across North America and have the resources necessary to quickly train staff and partners on new initiatives. Here is an outline of our training approach: -Contract Launch: Appropriate stakeholders from ChargePoint will attend this meeting to learn more about best practices and successful deployments. -ChargePoint Project Team Planning: After the contract launch our ChargePoint project team will immediately develop a training presentation and material for sales management, direct sales team, our marketing team, and our partner network. We will seek Sourcewell's input on our planned presentation prior to performing any training sessions. -Training deployment: We will coordinate training sessions for sales management, direct sales teams, our marketing team, and our partner network. We do these trainings often and typically via webinar. The partner training will be separate from our internal trainings. Training follow up: -ChargePoint employees: After the initial training we will have follow up webinars with direct sales to make sure this is top of mind. We will share success stories with the team to keep "buzz" going. -Partner: After initial training, we will have follow-up webinars and email campaigns sent to all partners promoting the contract. We will continue to train them on how to leverage this contract within the markets they cover. We currently host several partner trainings throughout the year and will make sure this is a topic. Website: We will have a link on the "Current Incentives" page on our website to guide Sourcewell members, ChargePoint employees, and partners to learn more about the award.	*
75	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	ChargePoint is well experienced with offering contracted pricing to various public and private entities across the globe. In addition, we operate our business on a world class CRM platform with the ability to easily meet these needs. Upon award, we will leverage our CRM tools to tag any Sourcewell opportunities appropriately, so they receive the contract pricing and terms. If these leads are required to pass through a channel or O&M partner, we will ensure the partner is conforming to any contract requirements as well. As sales are made and shipments are processed all Sourcewell tagged orders will be archived in our CRM system which can easily be queried quarterly for itemized reporting of products and revenue. From this report the Sourcewell administrative fee can be easily calculated and paid. Based on the information provided in the RFP, we propose an Administration Fee of two percent (2%).	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
76	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Our proposed pricing is based on a strategy that factors into consideration the large number of our authorized partners who are also responding directly to this RFP. ChargePoint Note: Our pricing offered here is as good as or better than pricing typically offered through existing cooperative purchasing contracts specifically where ChargePoint is the contract holder of such contracts (and not our authorized partners).

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A, 7B and 7C)

Line Item	Question	Response *
77	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	ChargePoint offers a complete range of networked AC and DC charging solutions for all vehicle types and charging use cases. Charging Equipment In support of this RFP, we propose the following EVSEs designed, engineered, and manufactured by ChargePoint to work seamlessly with our software and service portfolio: 1. ChargePoint CPH50: The Home Flex (CPH50) is a residential charging station to support the single-family home market. It provides up charging up to 12kW linked with a powerful mobile app. 2. ChargePoint CPF50: The preferred AC Level 2 charging station for most fleet applications that are located at a depot/behind the fence. 3. ChargePoint CT4000: A commercial AC Level 2 charging station with additional features ideal for mixed-use applications including fleets, employee workplace, and public access charging. 4. ChargePoint CP6000: A commercial AC Level 2 charging station capable of up to 19.2 kW, with additional features ideal for mixed-use applications including fleets, employee workplace, and public access charging. 5. ChargePoint Express CPE250: DC Fast Charging up to 62.5kW (single) or 125kW (paired). Designed with high availability, serviceability, and universal compatibility in mind. 6. ChargePoint Express CPE280: DC Fast Charging up to 80 kW (single) or 160 kW (paired). Designed with high availability, serviceability, and universal compatibility in mind. 7. ChargePoint Express Plus: Distributed DC Fast Charging from 200 to 500 kW. Designed on a modular basis to scale with vehicles and power needs. 8. ChargePoint Express Plus Pantograph: The Express Plus platform is also designed to work with a pantograph-style connector, allowing for higher power charging and more compact vehicle parking. This solution replaces the plug-in cable on the Power Link with a pantograph charging arm that mounts overhead the vehicle and actuates down to connect to roof-mounted "charge rails." Please refer to the attached data sheets for additional information on the proposed charging stations or visit https://www.chargepoint.com/businesses/stations. Charging Software ChargePoint's EV charge management software is designed to provide operational visibility and management of the complete charging ecosystem and to enable fleet operators to reduce operating costs, increase operational efficiency, and deliver on their mission critical needs. ChargePoint's cloud-based software includes a full suite of features to manage stations including a dashboard, manage access control, set pricing, collected driver fees, view real-time vehicle charging status and remote diagnostics, and track and analysis all charging sessions at the site. Software plans are available in 1-to-5-year terms and are tailored to the specific station and use case. Available plans include but are not limited to: - Power Plan - Commercial Plan

		- Fleet Commercial Plan - Enterprise Plan - Fleet Enterprise Plan - Fleet Operations For additional details, please visit https://www.chargepoint.com/businesses/software. Telematics ChargePoint's telematics solution is the perfect complement to ChargePoint software and can monitor the performance and efficiency of any fleet's vehicles. To collect vehicle data, fleets must equip their vehicles with ChargePoint DataHub hardware. As a plug-and-play solution, the DataHub is small, energy efficient, and easy to install. The data collected from the fleet's vehicles are uploaded to the same user-friendly platform as ChargePoint's CMS, with real-time location of a fleet's vehicles, vehicle status, statistics, and alerts displayed on the dashboard. ChargePoint telematics empowers fleets to make data-informed route planning decisions, optimize charging schedules, and streamline fleet operations. For additional details please visit https://www.chargepoint.com/fleet/telematics. Services ChargePoint offers a range of services to support our proposed EV charging solutions. This includes: - 24/7 driver and technical support - Station activation and DC station commissioning - Extended Parts Only Warranty: Expansion of terms for parts only coverage beyond initial 2 years -Assure/Assure Pro: Optional extended and enhanced warranty providing proactive monitoring, coordinated repairs, full coverage of parts and labor, and uptime of 98% (99% with Assure Pro). - Final installation services including bolt down and wiring -Professional Services: These ala carte services are available depending on the specifics of a given site deployment and the needs of the customer. Services include modeling, preliminary site design and engineering, project management, installation and commissioning, and training. Prices are available on a per project basis based on the scope of work.	
78	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	ChargePoint offers a wide range of products and services that can be broadly categorized into: - Cloud - Hardware: Stations - Services: Commissioning - Services: OCPP Onramp - Services: Activation - Services: Installation - Warranty: Assure - Warranty: Parts Only	*
79	Demonstrate your experience and capabilities installing and supporting Level 3 DC Fast Chargers	ChargePoint currently has over 24,000 DC ports deployed across our network. We have extensive experience designing, deploying, and supporting DC fast chargers. In addition to our suite of Level 2 offerings, we offer a multitude of DC products, including: -CPE250. -CPE280. -Express Plus. -Express Plus Pantograph -Dozens of third party manufactured EVSEs on the ChargePoint Network Our vast network of installation partners across North America have the experience, knowledge, and expertise required to install, support, and maintain DC fast chargers. For more information on each of our DC offerings, please see our response to Question 77.	*

80	Demonstrate the capabilities of proposed equipment, products, or services in regard to Charger-to-Charger Network Communication, Charging Network-to-Charging Network Communication, and Charging Network-to-Grid Communication.	Charger to Charger Network: In addition to manufacturing and selling our own EV charging equipment, ChargePoint has over 10 years of experience with integrating EVSEs from other manufactures onto our network. The ChargePoint Network supports the OCPP v1.6J and 2.0.1 protocol making it possible to integrate any charging station that communicates via the protocol onto our network. ChargePoint has developed a robust integration program with a dedicated team to facilitate this process to adequately conduct integration and ensure stations works as expected. Currently, our global portfolio of charge management software supports charging hardware from: ABB, Alfen, IES, Alpitronics, BTC Power, Ebusco, Heliox, Proterra, Siemens, Tritium, LG and more. Charger Network to Charger Network: ChargePoint was a founding member of the industry effort to enable "roaming" which provides seamless EV driver access, including payment, to multiple charging networks via one native account. This is enabled via the OCPI open protocol that governs the communications between charging networks. ChargePoint has entered into agreements with all of the major charging networks to help simplify the EV driver experience. This includes EVGo, Greenlots, AddEnergie (FLO), EVConnect, Enel X and dozens of more roaming partnerships in Europe. Charger Network to Grid: ChargePoint was one of the first charging networks to be certified as OpenADR 2.0b compliant to help support the broadcasting of price signals and demand response events from utilities to charging station operators. Our newer stations, including the CP6000 and Express Plus, also support 15118 enabling more advanced communication between vehicles and the grid. In addition, ChargePoint offers a full set of Soap/XML based Application Programming Interfaces (APIs). APIs can be used to retrieve financial transaction data, manage charging stations, view detailed station information, real-time status, and to get a list of active station alarms. ChargePoint has completed or initiated integration discussions with the most common platform including: Geotab, ChargePoint, Clever Devices, AssetWorks, Trapeze, Voyager, Wright Express (WEX), and more.
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Table 7B: CATEGORY 1 ON-GRID *ONLY SUBMIT FOR CATEGORY 1 OR CATEGORY 2*****

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

☐ We will not be submitting for Table 7B: CATEGORY 1 ON-GRID ***ONLY SUBMIT FOR CATEGORY 1 OR CATEGORY 2***

Line Item	Category	Requested equipment, products or services	Offered *	Comments
81	Category 1: On-Grid Electric Vehicle Supply Equipment and related services	All forms of network and non-network electric vehicle charging hardware and related infrastructure, including charging stations	☒ Yes ☐ No	ChargePoint offers a complete range of networked AC and DC charging solutions for all vehicle types and charging use cases. In support of this RFP, we propose the following EVSEs designed, engineered, and manufactured by ChargePoint to work seamlessly with our software and service portfolio: 1. ChargePoint CPH50: The Home Flex (CPH50) is a residential charging station to support the single-family home market. It provides up charging up to 12kW linked with a powerful mobile app. 2. ChargePoint CPF50: The preferred AC Level 2 charging station for most fleet applications that are located at a depot/behind the fence. 3. ChargePoint CT4000: A commercial AC Level 2 charging station with additional features ideal for mixed-use applications including fleets, employee

					workplace, and public access charging. 4. ChargePoint CP6000: A commercial AC Level 2 charging station capable of up to 19.2 kW, with additional features ideal for mixed-use applications including fleets, employee workplace, and public access charging. 5. ChargePoint Express CPE250: DC Fast Charging up to 62.5kW (single) or 125kW (paired). Designed with high availability, serviceability, and universal compatibility in mind. 6. ChargePoint Express CPE280: DC Fast Charging up to 80 kW (single) or 160 kW (paired). Designed with high availability, serviceability, and universal compatibility in mind. 7. ChargePoint Express Plus: Distributed DC Fast Charging from 200 to 500 kW. Designed on a modular basis to scale with vehicles and power needs. 8. ChargePoint Express Plus Pantograph: The Express Plus platform is also designed to work with a pantograph-style connector, allowing for higher power charging and more compact vehicle parking. This solution replaces the plug-in cable on the Power Link with a pantograph charging arm that mounts overhead the vehicle and actuates down to connect to roof-mounted "charge rails." Please refer to the attached data sheets for additional information on the proposed charging stations or visit https://www.chargepoint.com/businesses/stations.	*
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82		Services related to the offering of electric vehicle charging hardware, including maintenance, repair, parts, supplies, and training	☒ Yes ☐ No	We include the following solutions in our proposal: ChargePoint offers a range of services to support our proposed EV charging solutions. This includes: - 24/7 driver and technical support - Extended Parts Only Warranty: Expansion of terms for parts only coverage beyond initial 2 years -Assure/Assure Pro: Optional extended and enhanced warranty providing proactive monitoring, coordinated repairs, full coverage of parts and labor, and uptime of 98% (99% with Assure Pro). - Commissioning of ChargePoint DC stations -Training: ChargePoint's Training & Certification Program. Refer to our response to Question 28 for more information on ChargePoint's Training & Certification Program.	*
83		Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware	☒ Yes ☐ No	We include the following solutions in our proposal: -Installation services related to electric vehicle charging hardware: ChargePoint's network of certified installation partners across the US and Canada will provide installation services to Sourcewell members for our charging equipment. Refer to our response to Question 27 for more information on our nationwide network of certified installation partners. -Professional Services: These ala carte services are available depending on the specifics of a given site deployment and the needs of the customer. Services include modeling, preliminary site design and engineering, project management, installation and commissioning, and training. Prices are available on a per project basis based on the scope of work.	*
84		Electric vehicle supply network service providers and operators, charge monitoring and reporting services, billing services, grid and power management solutions, with related software technology	☒ Yes ☐ No	Charging Software The ChargePoint Network is one of the largest, most advanced charge point operating networks (CPON) in the world with more than 300,000 activated places to charge on its network, and access to an additional 800,000 public places to charge through roaming integrations with other major networks. ChargePoint's EV charge management software is designed to	

				provide operational visibility and management of the complete charging ecosystem and to enable fleet operators to reduce operating costs, increase operational efficiency, and deliver on their mission critical needs. ChargePoint's cloud-based software includes a full suite of features to manage stations including a dashboard, manage access control, set pricing, collected driver fees, view real-time vehicle charging status and remote diagnostics, and track and analysis all charging sessions at the site. Software plans are available in 1-to-5-year terms and are tailored to the specific station and use case. Available plans include but are not limited to: - Power Plan - Commercial Plan - Fleet Commercial Plan - Enterprise Plan - Fleet Enterprise Plan - Fleet Operations For additional details, please visit https://www.chargepoint.com/businesses/software. Telematics ChargePoint's telematics solution is the perfect complement to ChargePoint software and can monitor the performance and efficiency of any fleet's vehicles. To collect vehicle data, fleets must equip their vehicles with ChargePoint DataHub hardware. As a plug-and-play solution, the DataHub is small, energy efficient, and easy to install. The data collected from the fleet's vehicles are uploaded to the same user-friendly platform as ChargePoint's CMS, with real-time location of a fleet's vehicles, vehicle status, statistics, and alerts displayed on the dashboard. ChargePoint telematics empowers fleets to make data-informed route planning decisions, optimize charging schedules, and streamline fleet operations. For additional details please visit https://www.chargepoint.com/fleet/telematics. Services ChargePoint offers a range of services to support our proposed EV charging solutions. This includes: - Station activation and DC	*
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				station commissioning.	
85		Category 1 responders MAY include off-grid (Category 2) solutions in their response, are you proposing Category 2 equipment?	☒ Yes ☐ No	ChargePoint has partnered with Beam Global to offer a charging solution that is off-grid and includes a battery and integrated ChargePoint AC Level 2 charging hardware and software.	*

Table 7C: CATEGORY 2 OFF-GRID *ONLY SUBMIT FOR CATEGORY 1 OR CATEGORY 2*****

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

☒ We will not be submitting for Table 7C: CATEGORY 2 OFF-GRID ***ONLY SUBMIT FOR CATEGORY 1 OR CATEGORY 2***

Line Item	Category	Requested equipment, products or services	Offered *	Comments	
86	Category 2: Solar and Off-Grid ONLY Electric vehicle charging hardware and related infrastructure, including charging stations	All forms of network and non-network electric vehicle charging hardware and related infrastructure, including charging stations	☐ Yes ☐ No		*
87		Services related to the offering on electric vehicle charging hardware, including maintenance, repair, parts, supplies, and training	☐ Yes ☐ No		*
88		Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware	☐ Yes ☐ No		*
89		Electric vehicle supply network service providers and operators, charge monitoring and reporting services, billing services, grid and power management solutions, with related software technology	☐ Yes ☐ No		*
90		Category 2 responders may ONLY offer solutions capable of operating off-grid	☐ Yes ☐ No		*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 91. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☒ Yes ☐ No

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](#) - ChargePoint Pricing and Discounts 2025.xlsx - Tuesday February 18, 2025 16:07:16
- [Financial Strength and Stability](#) - ChargePoint Financial Stability.pdf - Tuesday February 18, 2025 15:06:13
- [Marketing Plan/Samples](#) - Marketing Plan-Samples.zip - Tuesday February 18, 2025 12:37:33
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Standard Transaction Documents.zip - Tuesday February 18, 2025 12:37:55
- [Upload Additional Document](#) - ChargePoint Additional Documents.zip - Tuesday February 18, 2025 15:05:57
- [Requested Exceptions](#) - RFP_021825_Electric_Vehicle_Supply_Eqpt_Master_Agreement_cp02.14.2025.docx - Tuesday February 18, 2025 13:15:28

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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. - Mansi Khetani, CFO, ChargePoint, Inc.

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

☒ 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_8_Electric_Vehicle_Supply_Eqpt_RFP 021825 Mon February 10 2025 04:10 PM	☒	2
Addendum_7_Electric_Vehicle_Supply_Eqpt_RFP 021825 Fri February 7 2025 03:13 PM	☒	2
Addendum_6_Electric_Vehicle_Supply_Eqpt_RFP 021825 Thu February 6 2025 08:02 AM	☒	1
Addendum_5_Electric_Vehicle_Supply_Eqpt_RFP 021825 Fri January 31 2025 02:11 PM	☒	1
Addendum_4_Electric_Vehicle_Supply_Eqpt_RFP 021825 Mon January 27 2025 04:16 PM	☒	1
Addendum_3_Electric_Vehicle_Supply_Eqpt_RFP 021825 Thu January 23 2025 03:27 PM	☒	2
Addendum_2_Electric_Vehicle_Supply_Eqpt_RFP 021825 Wed January 22 2025 03:23 PM	☒	1
Addendum_1_Electric_Vehicle_Supply_Eqpt_RFP 021825 Mon January 6 2025 03:00 PM	☒	1



RFP #021825
REQUEST FOR PROPOSALS
for
Electric Vehicle Supply Equipment with Related Services

Proposal Due Date: February 18, 2025, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Electric Vehicle Supply Equipment with Related Services to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 18, 2025, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	December 31, 2024
Pre-proposal Conference:	January 23, 2025, 10:00 a.m., Central Time
Question Submission Deadline:	February 10, 2025, 4:30 p.m., Central Time
Proposal Due Date:	February 18, 2025, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	February 18, 2025, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

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 facilitates a competitive public solicitation and master agreement award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and master agreement expanding the reach of awarded suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING MASTER AGREEMENTS

In the United States, Sourcewell's master agreements are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's master agreements are available for use by current and future members including:

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
 - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
 - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
 - Indigenous self-governing bodies;
 - Airport authorities;
 - Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
 - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access master agreements for equipment, products, or services through a purchase order issued directly to the awarded supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell master agreements is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

C. INTERGOVERNMENTAL SUPPORT AGREEMENTS

Pursuant to 10 U.S.C. § 2679, United States Department of Defense authorized installations may access Sourcewell's awarded cooperative purchasing master agreements through an Intergovernmental Support Agreement with Sourcewell. All transactions completed through this Intergovernmental Support program are directly facilitated by Sourcewell and may be subject to additional terms and conditions.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, school district, or regional cooperative.

1. Sourcewell is seeking proposals for Electric Vehicle Supply Equipment with Related Services. Awards under this solicitation for Electric Vehicle Supply Equipment will be in two (2) categories. Proposers submitting a proposal in Category 1 as defined herein will be submitting in the category that includes **on-grid** Electric Vehicle Supply Equipment and Related Services, per 1. a. i – v. below. Proposers seeking an award in Category 2, **ONLY** offer solutions capable of operating **off-grid**, per 1. b. i – v. below. Proposers must choose Category 1 **OR** Category 2, **NOT** both.
 - a. **Category 1:** On-Grid Electric Vehicle Supply Equipment and Related Services:
 - i. All forms of network and non-network electric vehicle charging hardware and related infrastructure, including charging stations;
 - ii. Services related to the respondent's offering of electric vehicle charging hardware, including maintenance, repair, parts, supplies, and training;
 - iii. Site Assessment, site preparation and materials, and installation services related to electric vehicle charging hardware offered above; and,
 - iv. Electric vehicle supply network service providers and operators, charge monitoring and reporting services, billing services, grid and power management solutions, with related software technology.

- v. **Category 1** responders **MAY** include off-grid (Category 2) solutions in their response.
- b. **Category 2:** Solar and Off-Grid **ONLY** Electric Vehicle Supply Equipment and Related Services, such as:
 - i. All forms of network and non-network electric vehicle charging hardware and related infrastructure, including charging stations;
 - ii. Services related to the respondent's offering of electric vehicle charging hardware, including maintenance, repair, parts, supplies, and training;
 - iii. Site Assessment, site preparation and materials, and installation services related to electric vehicle charging hardware offered above; and,
 - iv. Electric vehicle supply network service providers and operators, charge monitoring and reporting services, billing services, grid and power management solutions, with related software technology.
- v. **Category 2** responders may **ONLY** offer solutions capable of operating off-grid.

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or services being proposed.

2. The primary focus of this solicitation is on Electric Vehicle Supply Equipment with Related Services. This solicitation should NOT be construed to include services/installation-only solutions.

3. This solicitation does not include that equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in master agreements currently maintained by Sourcewell, identified below:

- a. Fleet Payment Solutions with Related Services (RFP#080620);
- b. Electrical Energy Power Generation with Related Parts, Supplies, and Services (RFP#092222);
- c. Fleet Management Services (RFP#030122);
- d. Fleet Electrification Transition Planning, Management, and Related Services (RFP#051123);
- e. Energy Savings Performance Contracting with Related Services (RFP#071624); and,
- f. Fleet Management Technologies with Related Software Solutions (RFP#102924).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting master agreement. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting master agreement.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE MASTER AGREEMENT TERM

The term of any resulting master agreement(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED MASTER AGREEMENT VALUE AND USAGE

Based on past volume of similar master agreements, the estimated annual value of all transactions from master agreements resulting from this RFP are anticipated to be USD 15 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the master agreement(s) awarded from this RFP; however, sales and sales volume from any resulting master agreement are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any master agreement award.

G. ADDITIONAL CONSIDERATIONS

1. Master agreements will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell master agreement may be considered in the evaluation of a proposal.

III. PRICING**A. REQUIREMENTS**

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or service. Each line must indicate the proposer's published "List Price," as well as the "Master Agreement Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any master agreement resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the agreed upon price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a master agreement are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting master agreements. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. MASTER AGREEMENT

Proposers awarded a master agreement will be required to execute a master agreement with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Master Agreement reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcewell's standard master agreement terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the master agreement document provided to the awarded supplier for signature.

If a proposer receives a master agreement award resulting from this solicitation it will have up to 30 days to sign and return the master agreement. After that time, at Sourcewell's sole discretion, the master agreement award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive procurement process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

1. make any required adjustments to its proposal;
2. acknowledge the addenda; and
3. ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential master agreement award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a master agreement award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

1. In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
2. Complete. A proposal will be rejected if it is conditional or incomplete.
3. Submitted in English.
4. Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more master agreements to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of master agreements to be awarded in any category may include the following:

- 1. Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- 2. The number and geographic location of highest-scoring proposers that offer:
 - a. A comprehensive selection of the requested equipment, products, or services;
 - b. A sales and service network ensuring availability and coverage for Participating Entities’ use; and
 - c. Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	Pass/Fail
Financial Viability and Marketplace Success	50
Ability to Sell and Deliver Solutions	150
Marketing Plan	100
Value Added Attributes	100
Depth and Breadth of Offered Solutions	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of master agreement award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any master agreement, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for master agreements or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;

- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a master agreement if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a master agreement to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting master agreement. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



1/6/2025

Addendum No.1

Solicitation Number: RFP 021825

Solicitation Name: Electric Vehicle Supply Equipment with Related Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Good morning, I am inquiring if there is a pricing form that needs to be filled out as there is not one in the documents.

Answer 1:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III – Pricing and applicable Questionnaire Tables. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 021825 posted to the Sourcewell Procurement Portal on 1/6/2025, is required at the time of proposal submittal.



1/22/2025

Addendum No.2

Solicitation Number: RFP 021825

Solicitation Name: Electric Vehicle Supply Equipment with Related Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Could you clarify Section B. (Requested Equipment, Products, or Services), point 3. If charging equipment and related services are already listed under one of the identified solicitations, are we still allowed to bid the same equipment and services under this new solicitation? Will they be treated as different categories?

Answer 1:

Every solicitation is considered independently of any others. Any resulting award will be made under a distinct and separate agreement.

End of Addendum

Acknowledgement of this Addendum to RFP 021825 posted to the Sourcewell Procurement Portal on 1/22/2025, is required at the time of proposal submittal.



1/23/2025

Addendum No.3

Solicitation Number: RFP 021825

Solicitation Name: Electric Vehicle Supply Equipment with Related Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We are a software-only vendor. Can we make a software-only response?

Answer 1:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). Sourcewell is seeking "... the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members." Proposals are evaluated based on the criteria as stated in the RFP.

Question 2:

Hello, in Table 3 of the RFP. question #33 is Describe your ability and willingness to provide your products and services to Sourcewell participating entities. and the second (#34) is Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. Is Question 33 asking for proposers to describe their ability and willingness to provide products and services in the United States specifically, or in general? If proposers are not able to deliver solutions in the United States, should they state as much in their response to Question

33? Or should they describe their ability and willingness to provide products and services in general, and then qualify for Canada in number 34?

Answer 2:

It is left to the discretion of each proposer to articulate and propose the marketing plan that aligns with their business methods and satisfies all the requirements of RFP Article II – Requested Equipment, Products and Services, subsection F. Marketing Plan. The solicitation is a competitive process and proposals are evaluated on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 021825 posted to the Sourcewell Procurement Portal on 1/23/2025, is required at the time of proposal submittal.



1/27/2025

Addendum No. 4

Solicitation Number: RFP 021825

Solicitation Name: Electric Vehicle Supply Equipment with Related Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In Table 2B: References/Testimonials, question 25 asks for reference information from three customers who are eligible to be Sourcewell Participating Entities. How should we interpret this question?

- a) Three customers who are already using Sourcewell and with whom we have already done business?
- b) Three customers who could use Sourcewell but don't yet and with whom we have already done business.
- c) Three customers who use Sourcewell and would like to do business with us should we win the contract.

What is the impact if we only have residential customers/non Sourcewell eligible entities?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the content and format of the data that best represents their proposal.

End of Addendum

Acknowledgement of this Addendum to RFP 021825 posted to the Sourcewell Procurement Portal on 1/27/2025, is required at the time of proposal submittal.



1/31/2025

Addendum No. 5

Solicitation Number: RFP 021825

Solicitation Name: Electric Vehicle Supply Equipment with Related Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

For the company information and financial strength questions we are thinking about uploading documents for your review that are confidential. Is there a way to mark those documents as confidential so they are not released to the public?

Answer 1:

Refer to RFP section VI. Evaluation and Award, subsection E. Disposition of Proposals, "...Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition."

End of Addendum

Acknowledgement of this Addendum to RFP 021825 posted to the Sourcewell Procurement Portal on 1/31/2025, is required at the time of proposal submittal.



2/06/2025

Addendum No. 6

Solicitation Number: RFP 021825

Solicitation Name: Electric Vehicle Supply Equipment with Related Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Are you asking for 3 references related to previous installations or are you looking for 3 potential prospects?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine how to best demonstrate their experience in serving the types of entities that would be eligible for Sourcewell membership and in satisfying all the requirements included in the questionnaire tables.

End of Addendum

Acknowledgement of this Addendum to RFP 021825 posted to the Sourcewell Procurement Portal on 2/06/2025, is required at the time of proposal submittal.



2/07/2025

Addendum No. 7

Solicitation Number: RFP 021825

Solicitation Name: Electric Vehicle Supply Equipment with Related Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will pricing proponents provide be publically visitble [sic] on sourcewell/canoes website if awarded the contract? If so, can ivy [sic] share confidential exemplary pricing/list pricing and a standard discount percentage?

Answer 1:

Refer to RFP Section VI. Evaluation and Award, E. Disposition of Proposals, "...Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials."

Question 2:

Could you please clarify whether the marketing material samples can be from past initiatives which lend relevance OR if the marketing samples need to be created for this RFP? (TABLE 4, Item 40, Marketing Plan (100 Points))

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal, so it is left to the discretion of each proposer to articulate a marketing plan within the Questionnaire Table 4 that aligns with its business methods and satisfies all the requirements of RFP Section II. Solicitation Details, Section F. - Marketing Plan.

Question 3:

Is vendor pricing accessible to anyone who requests it from Sourcewell?
what systems & processes does Sourcewell have to protect pricing from competitors?
Do members need to contact vendors to obtain pricing, or is pricing directly available on the Sourcewell portal? What pricing do members see: MSRP only, MSRP + discount, other?

Answer 3:

See answer to question #1 above.

Question 4:

Would a letter on company letterhead signed by a vice president of sales be sufficient as proof of authorization for a reseller to sell our product?

Answer 4:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell participating entities.

End of Addendum

Acknowledgement of this Addendum to RFP 021825 posted to the Sourcewell Procurement Portal on 2/07/2025, is required at the time of proposal submittal.



2/10/2025

Addendum No. 8

Solicitation Number: RFP 021825

Solicitation Name: Electric Vehicle Supply Equipment with Related Services

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

If our offering lists a modular system with components that can charge up to four EV Bus or Heavy Vehicles, can we also list the additional Plugs to upgrade the system to accommodate for current and future needs? We want to ensure that customers can build a system and are not limited by Part Numbers listed to achieve this goal.

Answer 1:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell. Section II. B. of the RFP addresses the requested equipment, products, or services for this solicitation.

Question 2:

How often can pricing be amended during contract term?

Answer 2:

Refer to Master Agreement, Article 2: Sourcewell and Supplier Obligations, 2) Product and Price Changes Requirements.

Question 3:

Is there a function that allows only Sourcewell participants, not vendors, to login to the system to view line-item pricing or will all pricing including MSRP discounts be public facing?

Answer 3:

Redundant question. Refer to Addendum 7, question #1.

Question 4:

What is the process to get pricing access on the bid submission itself?

Answer 4:

Redundant question. Refer to Addendum 7, question #1.

Question 5:

Is there a minimum line item qty or price for customers to be able to use Sourcewell?

Answer 5:

Refer to RFP section I. About Sourcewell, B. Use of Resulting Agreements, "Use of Sourcewell master agreements is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources."

Question 6:

If we have a partner network of firms who resell our solutions, including chargers and software, can we authorize them to resell solutions via this Sourcewell contract (if awarded)? Or would they need to be awarded this contract independently?

Answer 6:

Refer to RFP section II. Solicitation Details, B. Requested Equipment, Products, or Services, "If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting master agreement."

End of Addendum

Acknowledgement of this Addendum to RFP 021825 posted to the Sourcewell Procurement Portal on 2/10/2025, is required at the time of proposal submittal.



Certificate Of Completion

Envelope Id: 88C2DC4D-9829-8C25-8064-30CFD878198F		Status: Completed
Subject: Cooperative Form for General Services - C2026110 ChargePoint		
Source Envelope:		
Document Pages: 75	Signatures: 1	Envelope Originator: Procurement Resource Group 730 2nd Ave. South 1st Floor Nashville, TN 37219 prg@nashville.gov IP Address: 170.190.198.190
Certificate Pages: 16	Initials: 1	
AutoNav: Enabled		
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Time Zone: (UTC-06:00) Central Time (US & Canada)		

Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
6/12/2026 11:07:44 AM	prg@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	

Signer Events	Signature	Timestamp
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Judy Cantlon	Completed	Sent: 6/12/2026 11:09:57 AM
judy.cantlon@nashville.gov		Viewed: 6/12/2026 11:10:41 AM
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Using IP Address: 170.190.198.190		

Electronic Record and Signature Disclosure:
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Kristin Butler	Completed	Sent: 6/12/2026 11:11:05 AM
kristin.butler@nashville.gov		Viewed: 6/12/2026 11:30:52 AM
Security Level: Email, Account Authentication (None)		Signed: 6/12/2026 12:28:16 PM
Using IP Address: 170.190.198.185		

Electronic Record and Signature Disclosure:
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ID: 5cd6824b-d449-48a4-98af-13c4998e7cb9

Zak Kelley		Sent: 6/12/2026 12:28:18 PM
Zak.Kelley@Nashville.gov		Viewed: 6/12/2026 1:00:48 PM
Finance Manager		Signed: 6/12/2026 1:00:56 PM
Metro Nashville Government		
Security Level: Email, Account Authentication (None)	Signature Adoption: Drawn on Device	
		Using IP Address:
		2600:1004:b183:4b4e:dc48:14d1:7f59:b279
		Signed using mobile

Electronic Record and Signature Disclosure:
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Michelle A. Hernandez Lane		Sent: 6/12/2026 1:00:58 PM
michelle.lane@nashville.gov		Viewed: 6/17/2026 10:20:53 AM
Deputy Director of Finance		Signed: 6/17/2026 10:22:43 AM
Metro		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
		Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
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Gerald Smith gerald.smith@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/9/2026 7:32:53 AM ID: 43d0d2d3-a82b-4f1f-9736-43dc4c941d3a	COPIED	Sent: 6/17/2026 10:22:45 AM
Ava Elsaghir ava.elsaghir@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/10/2026 2:21:11 PM ID: 25ecdf81-0ab4-4948-96c8-93c3e3f96c2e	COPIED	Sent: 6/17/2026 10:22:45 AM
Amber Gardner amber.gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	COPIED	Sent: 6/17/2026 10:22:45 AM
PRG prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	COPIED	Sent: 6/17/2026 10:22:46 AM
Gary Clay gary.clay@nashville.gov Asst. Purchasing Agent Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	COPIED	Sent: 6/17/2026 10:22:47 AM
John Stewart john.stewart@nashville.gov Procurement Officer 2 Metropolitan Government-Nashville & Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	COPIED	Sent: 6/17/2026 10:22:48 AM

Carbon Copy Events	Status	Timestamp
Terri Ray terri.ray@nashville.gov Finance Manager Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	COPIED	Sent: 6/17/2026 10:22:48 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/12/2026 11:09:57 AM
Certified Delivered	Security Checked	6/17/2026 10:20:53 AM
Signing Complete	Security Checked	6/17/2026 10:22:43 AM
Completed	Security Checked	6/17/2026 10:22:48 AM

Payment Events	Status	Timestamps
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3. **DEFINITIONS** "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docuSign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11.

DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to E-SIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the E-SIGN Act to support the validity of such formation, to the extent provided in the E-SIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

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1.866.219.4318. Neither party will be liable for, or be considered to be in breach of or default on account of, any delay or failure to perform as required by these Terms and Conditions as a result of any cause or condition beyond such party's reasonable control, so long as such party uses all commercially reasonable efforts to avoid or remove such causes of non-performance or delay. These Terms and Conditions are governed in all respects by the laws of the State of Washington as such laws are applied to agreements entered into and to be performed entirely within Washington between Washington residents. Any controversy or claim arising out of or relating to these Terms and Conditions, the Hosted Service, or the Site will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in King County, Washington, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by Washington law. Notwithstanding the foregoing, either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. By using the Site or the Subscription Service, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in King County, Washington. Any legal action by Subscriber arising under these Terms and Conditions must be initiated within two years after the cause of action arises. The waiver by either party of any breach of any provision of these Terms and Conditions does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with these Terms and Conditions will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms and Conditions. If any part of these Terms and Conditions is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms and Conditions will remain in full force and effect. If any material limitation or restriction on the grant of any license to Subscriber under these Terms and Conditions is found to be illegal, unenforceable, or invalid, the license will immediately terminate. Except as set forth in Section 2 of these Terms and Conditions, these Terms and Conditions may not be amended except in writing signed by both you and us. In the event that we make such a change that has a material adverse impact on your rights or use of the Service, you may terminate these Terms and Conditions by giving us notice within 20 days of the date we notify you, and you will not be charged any cancellation fee. These Terms and Conditions are the final and complete expression of the agreement between these parties regarding the Subscription Service. These Terms and Conditions supersede, and the terms of these Terms and Conditions govern, all previous oral and written communications regarding these matters.

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Status: Sent

Subject: Council Legislation- ChargePoint, Inc

Source Envelope:

Document Pages: 94

Signatures: 5

Envelope Originator:

Certificate Pages: 16

Initials: 0

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

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prg@nashville.gov

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Sneh Patel

sneh.patel@nashville.gov

Security Level: Email, Account Authentication
(None)

Sneh Patel

Sent: 6/24/2026 11:29:59 AM

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Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

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Michelle A. Hernandez Lane

michelle.lane@nashville.gov

Deputy Director of Finance

Metro

Security Level: Email, Account Authentication
(None)

Michelle A. Hernandez Lane

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Viewed: 6/24/2026 1:48:25 PM

Signed: 6/26/2026 9:27:25 PM

Signature Adoption: Pre-selected Style

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Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication
(None)

Jenneen Reed/mjw

Sent: 6/26/2026 9:27:28 PM

Viewed: 6/29/2026 8:32:33 AM

Signed: 6/29/2026 8:33:08 AM

Signature Adoption: Pre-selected Style

Using IP Address:

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Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 6/29/2026 8:32:33 AM

ID: a9146995-a80f-48ed-a1d4-0c181f43a11c

Kelli Woodward

Kelli.Woodward@nashville.gov

Security Level: Email, Account Authentication
(None)

Kelli Woodward

Sent: 6/29/2026 8:33:11 AM

Viewed: 6/29/2026 10:08:25 AM

Signed: 6/29/2026 10:15:46 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.144

Electronic Record and Signature Disclosure:

Accepted: 6/29/2026 10:08:25 AM

ID: 9c28a134-3b8e-458a-aada-f367b1b69e1e

Signer Events	Signature	Timestamp
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 6/29/2026 10:15:48 AM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/27/2026 9:56:02 AM ID: 16bc5600-31ad-478a-ac02-1cc768503e74		
Kelli Woodward Kelli.Woodward@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/29/2026 10:08:25 AM ID: 9c28a134-3b8e-458a-aada-f367b1b69e1e		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/26/2026 12:15:32 PM ID: 71ab30c6-7349-4356-a0bb-a4e3b4ce5abc		
Gary Clay gary.clay@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
John Stewart john.stewart@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/24/2026 11:29:59 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure		
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1. **ACCEPTANCE OF TERMS AND CONDITIONS** These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. **MODIFICATION OF TERMS AND CONDITIONS** We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. **DEFINITIONS** "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

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- (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract;
- (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents;
- (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure;
- (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures;
- (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties;
- (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

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5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

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7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

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