

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 06/02/26

Resolution Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): A resolution accepting the terms of a cooperative purchasing master agreement with Rynse, Inc. for car washes and preventative maintenance for heavy duty fleet for the Department of Waste Services.

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):

- | | | |
|---|--|--|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> 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 Other: _____
Approved by OMB: <u>Daniel Harden</u> Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: _____	Date to Finance Director's Office: <u>5/20/2026 3:15 PM CDT</u> APPROVED BY FINANCE DIRECTOR'S OFFICE: <u>Jennifer Reed/mjw</u>

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: _____ <input type="checkbox"/> E-mailed Clerk
<input type="checkbox"/> All Dept. Signatures <input type="checkbox"/> Copies <input type="checkbox"/> Backing <input type="checkbox"/> Legislative Summary <input type="checkbox"/> Settlement Memo <input type="checkbox"/> Clerk Letter <input type="checkbox"/> 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 Rynse, Inc. for car washes and preventative maintenance for heavy duty fleet for the Department of Waste Services.

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 Rynse, 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 Department of Waste Services 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 Rynse, 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

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed/mjr
Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Belli Woodward
Assistant Metropolitan Attorney

INTRODUCED BY:

Member(s) of Council



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? Andrew Sullivan

What is your department? Waste

What is your email address? andrew.sullivan@nashville.gov

What is your phone number? (615) 931-6227

In addition to your department, will other Metro departments be utilizing this cooperative?

How much do you estimate spending on this cooperative contract? \$250,000

Cooperative Information

What is the cooperative entity?

What is the lead agency? SourceWell

Who is the supplier? Rynse

Is the supplier registered in iSupplier?

If yes, what is the supplier's ISN? 1025984

What is the contract number? 031224-RYN

When did the contract start? Thursday, May 9, 2024

When does the contract end?

Monday, March 13, 2028

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?

Fleet washing for Waste, specifically for our heavy duty fleet.

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

Rynse has access to many suppliers and works to find the best service in our area. They also have technology that will allow for us to track each vehicle washed.

Upload the original contract from the lead agency.



Rynse Contract.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 - Rynse.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 car washes and preventative maintenance for fleets from Rynse via Sourcewell contract #031224-RYN is recommended for approval.

The anticipated project value is **\$250,000.00**. The estimated savings to Metro via this cooperative are **\$102,571.00**

The cooperative was requested by **Nashville Waste 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 18 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 services. 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 (**35% 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 \$102,571.00.**

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	C2026099
Date Received	May 1, 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 *MAL*

Michelle A. Hernandez Lane
Purchasing Agent & Chief Procurement Officer

5/12/2026 | 1:26 PM CDT

Date Signed





RFP #031224
REQUEST FOR PROPOSALS
for
Garage and Fleet Services

Proposal Due Date: March 12, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Garage and Fleet Services to result in a contracting 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 March 12, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	January 23, 2024
Pre-proposal Conference:	February 15, 2024, 10:00 a.m., Central Time
Question Submission Deadline:	March 4, 2024, 4:30 p.m., Central Time
Proposal Due Date:	March 12, 2024, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	March 12, 2024, 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 contract 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 contract expanding the reach of contracted 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 CONTRACTS

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

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

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.

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
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as 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, North West Territories Association of Communities, CivicInfo BC, and their 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 contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts 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.

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 that 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, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Garage and Fleet Services, such as:
 - a. Preventative maintenance services;
 - b. Car wash and detailing services;
 - c. Towing dispatch and Impound Lot Management with related Auction Services;
 - d. Shop fluid disposal and recycling services;
 - e. Parts, supplies, and accessories complementary or incidental to the services being proposed in RFP Subsections II. B. 1. a. – d. above; and,
 - f. Services, software, maintenance, and support complementary of incidental to the offering of the solutions described in RFP Subsections II. B. 1. a. – e. above.

The primary focus of this solicitation is on Garage and Fleet Services as described in RFP Subsection II. B. 1. above on an account, centralized billing, or revenue share basis; not a transactional Point-of-Sale or payment card basis. Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

2. The primary focus of this solicitation is on Garage and Fleet Services This solicitation should NOT be construed to include supplies-only solutions or the types of solutions identified below:

- a. Comprehensive maintenance plans or extended service plans/warranties;
- b. Equipment or materials for purchase or lease, unless ancillary to the service being offered;
- c. Inventory software systems or management solutions;
- d. Bulk fluid storage or delivery solutions; and,
- e. Surplus and general auction services.

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

- a. Fleet Payment Solutions with Related Services (RFP #080620);
- b. OEM Automotive Parts and Supplies (RFP #101520);
- c. Fleet and Facility Related Vendor Management Inventory and Logistics Management Solutions (RFP #110520);
- d. Auction Service with Related Solutions (RFP 012821).
- e. Fleet Management Technologies with Related Software Solutions (RFP #020221);

- f. Aftermarket Vehicle Parts and Supplies (RFP #032521);
- g. Tires with Related Equipment and Supplies (RRP #082521);
- h. Fleet Management Services (RFP #030122); and
- i. Fuel Delivery with Related Services (RFP #121522).

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 contract. 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 contract.

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 CONTRACT TERM

The term of any resulting contract(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 CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$20 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract 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 contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts 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 contract 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 services. Each line must indicate the proposer's published "List Price," as well as the "Contract 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 contract 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 contracted 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 contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted 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. CONTRACT

Proposers awarded a contract will be required to execute a contract 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 Contract 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 Contract terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract 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 contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract 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 contracting 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:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) 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 contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- 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 contracts 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 contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities' use; and
 - 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	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Performance Guarantees	50
Depth and Breadth of Offered Equipment, Products, or Services	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 contract 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 contract, 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 contracts 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 contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract 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 contract. 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.



01/23/2024

Addendum No. 1

Solicitation Number: RFP 031224

Solicitation Name: Garage and Fleet Services

Consider the following Amendment to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

RFP Amendment:

Due to a system error, the RFP document has the incorrect last day of questions. The last day of questions for this RFP is March 4, 2024 at 4:30 pm. Central Time. All other information stands as originally published on timeframes and content.

The remainder of the RFP content remains unchanged.

End of Addendum

Acknowledgement of this Addendum to RFP 031224 posted to the Sourcewell Procurement Portal on 01/23/2024, is required at the time of proposal submittal.



1/24/2024

Addendum No. 2

Solicitation Number: RFP 031224

Solicitation Name: Garage and Fleet Services

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

Question 1:

Can you please clarify that this solicitation is for the vehicles themselves and not for any of the capital equipment (vehicle lifts, air compressors, etc.)? In other words, can you make it clear that existing contracts 013020 and new contracts 121223 under the Vehicle Lifts and Garage Equipment should not at all interfere with the scope of this contract.

Answer 1:

RFP Section II. B. - Requested Equipment, Products, and Services, identifies the services and ancillary equipment and products included in this RFP. The Sourcewell RFP is an open and competitive solicitation process, and each RFP is an opportunity independent of any other prior, current, or future RFP. Each proposer, at its discretion, will propose the equipment, products, or 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 as a result of the solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 031224 posted to the Sourcewell Procurement Portal on 1/24/2024, is required at the time of proposal submittal.



1/25/2024

Addendum No. 3

Solicitation Number: RFP 031224

Solicitation Name: Garage and Fleet Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

- a. Fleet Payment Solutions with Related Services (RFP #080620);
- b. OEM Automotive Parts and Supplies (RFP #101520);
- c. Fleet and Facility Related Vendor Management Inventory and Logistics Management Solutions (RFP #110520);
- d. Auction Service with Related Solutions (RFP 012821).
- e. Fleet Management Technologies with Related Software Solutions (RFP #020221);
- f. Aftermarket Vehicle Parts and Supplies (RFP #032521);
- g. Tires with Related Equipment and Supplies (RRP #082521);
- h. Fleet Management Services (RFP #030122); and
- i. Fuel Delivery with Related Services (RFP #121522).

This omits the 013020 and (pending) 121223 contracts. Does this mean that the scope of services in 013020 and 121223 are potentially included in the scope of this new Garage and Fleet Services RFP?

Answer 1:

RFP #031224 for Garage and Fleet Services is a service with a related products-based RFP. RFP #013020 and RFP #121223 for Vehicle Lifts with Garage and Fleet Maintenance Equipment are products with related services-based RFPs.

Question 2:

Could you provide a list of current awarded vendors for this contract?

Answer 2:

RFP #031224 is a new solicitation for Sourcewell, and therefore, there are no other awarded vendors for this contract.

End of Addendum

Acknowledgement of this Addendum to RFP 031224, posted to the Sourcewell Procurement Portal on 1/25/2024, is required at the time of proposal submittal.



2/6/2024

Addendum No. 4

Solicitation Number: RFP 031224

Solicitation Name: Garage and Fleet Services

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

Question 1:

I apologize-I continue not to understand the overlap (or lack of overlap) with solicitations 013020 and 121223, the answers so far have been vague. Can someone please spell this out very clearly? I am a vendor on these contracts and need to understand if I should be responding to this RFP. Please advise.

Answer 1:

At its discretion, each proposer will propose the equipment, products, or services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Sourcewell will not tell a proposer if they should respond or not; that is up to each proposer. Any current awarded supplier will remain active per their contract. RFP Section II. B. - Requested Equipment, Products, and Services - identifies the services and ancillary equipment and products included in this RFP. Each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 031224, posted to the Sourcewell Procurement Portal on 2/6/2024, is required at the time of proposal submittal.



2/12/2024

Addendum No. 5

Solicitation Number: RFP 031224

Solicitation Name: Garage and Fleet Services

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

Question 1:

Table 14B doesn't contain text boxes for the comments.

Answer 1:

This was due to a system error and has been fixed.

End of Addendum

Acknowledgement of this Addendum to RFP 031224, posted to the Sourcewell Procurement Portal on 2/12/2024, is required at the time of proposal submittal.



2/13/2024

Addendum No. 6

Solicitation Number: RFP 031224

Solicitation Name: Garage and Fleet Services

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

Question 1:

Will the financial documents and financial data that are included in the RFP submission be kept confidential?

Answer 1:

See RFP VI. Evaluation and Award. E. Disposition of Proposals. "Financial information, including financial statements, provided by the proposer is not considered trade secret under the statutory definition."

End of Addendum

Acknowledgement of this Addendum to RFP 031224, posted to the Sourcewell Procurement Portal on 2/12/2024, is required at the time of proposal submittal.



2/15/2024

Addendum No. 7

Solicitation Number: RFP 031224

Solicitation Name: Garage and Fleet Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is it possible to break down spend of \$20 million by proposal scope listed in II B. 1. a-e (page 4)?

Answer 1:

Sourcewell does not have a spend breakdown between the requested equipment, products, or services. See RFP II. Solicitation Details. E. Estimated Contract Value and Usage. "Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed."

Question 2:

Can you please confirm that centralized billing or revenue share as describe [sic] in B. 1. could include purchase orders against the contract? (page 4)

Answer 2:

A purchase order made through a Sourcewell contract is allowable under this contract.

Question 3:

Can you clarify in B. 2. A. the statement that comprehensive maintenance plan should NOT be included in proposal when in B. 1. a. Preventative maintenance services are included in the scope. By the definition of preventive maintenance, a plan would need to be part of scope with customer. (page 4)

Answer 3:

The intent of the scope is to allow our participating agencies to use an awarded vendor on an as-needed basis.

End of Addendum

Acknowledgement of this Addendum to RFP 031224, posted to the Sourcewell Procurement Portal on 2/15/2024, is required at the time of proposal submittal.



3/4/2024

Addendum No. 8

Solicitation Number: RFP 031224

Solicitation Name: Garage and Fleet Services

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

Question 1:

Can you please expand on the requirements in Table 9, Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. Conditions and requirements to qualify for maintenance service? How to file an insurance claim? Overall structure of the organizational structure/org chart of the shop?

Answer 1:

Sourcewell is looking for information on how you handle issues with your performance for the services you are offering under your proposal, or any performance guarantees your company offers.

End of Addendum

Acknowledgement of this Addendum to RFP 031224, posted to the Sourcewell Procurement Portal on 3/4/2024, is required at the time of proposal submittal.



Solicitation Number: RFP #031224

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rynse Inc., 2442 7th St., Santa Monica, CA 90405 (Supplier).

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

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires May 13, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

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

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

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

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

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

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

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Rynse Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/9/2024 | 10:51 AM CDT

DocuSigned by:
Roland Lau
0D7286A05D0B4D6...
By: _____
Roland Lau
Title: President
Date: 5/9/2024 | 8:41 AM PDT

RFP 031224 - Garage and Fleet Services

Vendor Details

Company Name: Rynse Inc.
Address: 2442 7th St
Unit B
Santa Monica, California 90405
Contact: Roland Lau
Email: roland@gorynse.com
Phone: 818-987-1464
Fax: 833-467-9673
HST#: 85-2438169

Submission Details

Created On: Tuesday January 23, 2024 11:36:06
Submitted On: Monday March 11, 2024 19:42:27
Submitted By: Roland Lau
Email: roland@gorynse.com
Transaction #: a3417e83-9fe9-4851-9226-0f0905393396
Submitter's IP Address: 172.117.243.251

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Rynse Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Rynse
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 9GFL0 Unique Entity ID: JFCUS9BNMHN1
5	Proposer Physical Address:	2442 7th St, Santa Monica, CA 90405
6	Proposer website address (or addresses):	www.gorynse.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Roland Lau President 2442 7th St, Santa Monica, CA 90405 roland@gorynse.com 818-987-1464
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Roland Lau President 2442 7th St, Santa Monica, CA 90405 roland@gorynse.com 818-987-1464
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Susanna Candino Vice-President 2442 7th St, Santa Monica, CA 90405 susanna@gorynse.com 973-223-2153

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Our company was founded on the principles of innovation, efficiency, and a deep understanding of the evolving needs for fleets everywhere. Rynse offers access to nationwide car wash and detailing services in addition to innovative software that provides tailored billing, vehicle spend data transparency, and wash service flexibility for all vehicles. We have grown from a vision to a leader in innovating the fleet-related services industry. Over the years, we have consistently adapted to emerging technologies and market dynamics, positioning ourselves as a reliable and forward-thinking partner for our clients.</p> <p>Core Values - Innovation: We are committed to continuous innovation, leveraging cutting-edge technology to provide our clients with state-of-the-art solutions that redefine the landscape of fleet wash and detail services.</p> <p>Integrity: Integrity forms the cornerstone of our operations. We prioritize transparency,</p>

honesty, and ethical conduct in all our interactions, building trust with our clients, partners, and stakeholders.

Customer-Centricity: Our customers are at the heart of everything we do. We are dedicated to understanding their ongoing workflows, exceeding expectations, and delivering tailored solutions that address their unique fleet management challenges.

Flexibility: We recognize the ever-changing nature of managing fleet service spend and that every fleet operates a little differently. Our commitment to flexibility allows us to adapt swiftly to new trends, regulations, and customer requirements, ensuring our solutions remain at the forefront of the market.

Business Philosophy -

Our business philosophy revolves around providing comprehensive, user-friendly solutions that empower organizations to access, track, and pay for car wash and detailing services. We believe in fostering long-term partnerships, where our success is intricately linked with the success of our clients. By staying true to our core values and consistently delivering value, we aim to be the go-to partner for any organization seeking advanced fleet wash and detail solutions.

With years of industry experience, our journey has been marked by a keen understanding of the critical role that preventative fleet maintenance, including regular car washes, plays in the longevity and optimal performance of a fleet. We know that municipalities must agree that fleet washing is important because their budgets for fleet care and related services reflect that. Traditional car washing solutions have yet to uncover a lot of untapped budgeted funds for municipalities. Some of the largest reasons for this that we've heard is that there has not been enough convenient locations available and there has not been a comprehensive solution across all vehicles needing fleet care.

Industry Longevity of Rynse Related Services -

Car washing is not just about aesthetics; it's a fundamental aspect of preventative fleet maintenance. As long as there have been cars, there have been services to clean them; however, currently we are a part of innovation like never before for fleet cleaning. Over the years, fleet managers have internalized the profound impact that regular and thorough cleaning has on the overall health and value of vehicles and assets and therefore the necessity of car wash programs. Car washes contribute significantly to preventing corrosion, maintaining the brand reputation of an organization, and safeguarding the vital components of each vehicle. By prioritizing the cleanliness of fleet vehicles, we contribute to their longevity and sustained operational efficiency (in addition to keeping the vehicles looking good for brand reputation).

This commitment to the longevity of fleet operations goes beyond fleet wash services and also extends into all areas of preventative maintenance services performed by independent vendors. We firmly believe in the power of preventative fleet maintenance as a whole and plan to eventually provide service for these other areas as well with all the same Rynse benefits for car washing.

This approach involves regular inspections, timely repairs, and proactive measures to address potential issues before they escalate. Through preventative maintenance, we aim to extend the lifespan of fleet vehicles, reduce the likelihood of unexpected breakdowns and depreciation of the assets, ultimately saving our clients valuable time and resources.

Over the years, we have seen how a well-executed preventative fleet maintenance strategy can both enhance the reliability of individual vehicles and positively impact the overall efficiency of fleet operations. Our experience in promoting and implementing preventative maintenance measures underscores our dedication to ensuring that fleets remain in peak condition for the long haul.

In summary, our industry longevity is marked not only by our overall experience but also by our commitment to promoting the importance of car washing in fleet maintenance and advocating for the longevity that preventative fleet maintenance brings to the entire fleet management landscape.

<p>11</p>	<p>What are your company's expectations in the event of an award?</p>	<p>If awarded the Sourcewell co-op purchasing agreement, our company is eager to align with the standards and collaborative ethos that Sourcewell represents. Our expectations are as follows:</p> <p>Rapid Implementation: We are committed to expeditiously initiating the implementation process in accordance with Sourcewell's guidelines. This involves closely coordinating with Sourcewell representatives, understanding specific requirements, and tailoring our services to meet the unique needs of the co-op purchasing agreement.</p> <p>Open and Transparent Communication: Communication is a cornerstone of successful partnerships. We look forward to establishing clear and transparent communication with Sourcewell, as well as its member organizations. Regular updates, proactive information-sharing, and responsive communication are integral to our approach.</p> <p>Adherence to Sourcewell Standards: We pledge strict adherence to Sourcewell's terms and conditions. This encompasses delivering services within agreed-upon timelines, upholding quality standards, and providing Sourcewell with regular updates on project progress and performance.</p> <p>Tailored Solutions for Sourcewell Members: Recognizing the diversity of Sourcewell members, we look forward to offering customized solutions that address the unique needs of each member organization. Our goal is to ensure that our services provide maximum value and satisfaction to Sourcewell and its members.</p> <p>Anticipated Client Engagements: We are excited to share that we have engaged with several clients who are eagerly awaiting the outcome of this RFP with Sourcewell. In the event of a successful award, we are ready to initiate discussions with these prospective clients. This includes facilitating a swift transition to our services, ensuring their specific needs are met, and aligning with Sourcewell's overarching goals.</p> <p>Our unwavering commitment to excellence, responsiveness, and adaptability aligns seamlessly with Sourcewell's mission. We are eager to contribute to the success of the co-op purchasing agreement and to serve Sourcewell and its members effectively.</p> <p>We appreciate the opportunity to be part of the Sourcewell community and look forward to the collaborative journey ahead.</p>
<p>12</p>	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Rynse Inc. is unparalleled in size, strength and stability in the car wash services industry. In the last quarter of 2023, we brought on over 20,000 new government fleets onto our platform.</p> <p>As a privately held company, it is not our practice to publicly distribute consolidated financial information. However, we are financially healthy and stable with no debt. Our cash on hand is in the millions.</p>

13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>As we introduce our solution for fleet wash and detail services, it's important to acknowledge the unique positioning we hold in the market. Our offerings cater to a segment that has not been adequately addressed by existing solutions.</p> <p>Distinction in the Market: At present, we are the only solution that can provide access to any fleet washing and other fleet related services for all government and public sector entity fleets ("Government Agencies") across the US. Individual car wash operators can only offer a less comprehensive product with limited locations, geographic constraints, minimal tracking, rigid reporting and billing options. Even the largest chains have a limited market presence, with no brand owning more than 3% of the US market share. Our services and software stand out as the optimal choice for all Government Agencies (especially large scale clients such as cities, counties and states) seeking a robust, flexible, and data-driven fleet wash and detail solution.</p> <p>Market Expansion Strategy: Given the specialized nature of our solution and its distinct advantages, we are currently in the process of ramping up our market presence. Our unique value proposition positions us as the go-to choice for Government Agencies who require not only the convenience of location optionality but also superior data tracking and reporting capabilities.</p> <p>Industry Leader with Continued Focus on Growth: Rynse currently has the most government and public sector contracts by state for fleet washing services compared to any other car wash brand given their limitations to scale by needing to acquire or greenfield locations.</p> <p>With our unique offering, we are focused on leveraging our position in the market. We anticipate rapid growth and adoption across agencies across public, city, county and states recognizing the need for a tailored solution that aligns with their specific fleet services requirements.</p> <p>Our aspiration is to become a provider of specialized fleet wash and detail services with contracts in every state across the US. We are also actively engaging with car wash operators to showcase the advantages of our platform which has provided another channel to build Government Agency partnerships for increasing our market share. We currently have a relationship with a top national car wash brand that is migrating all their existing fleet wash services to Rynse.</p> <p>Conclusion: In summary, our current market share reflects only the early stages of servicing Government Agency fleets. However, our unique proposition and strategic approach positions us for significant growth over the next few months and years. As we continue to establish partnerships and showcase the distinct advantages of our platform, we anticipate a rapid expansion in the amount of fleets we wash.</p>
14	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>We are currently focused on further penetrating the US market and do not service the Canadian market. We do have plans during the duration of the Sourcewell contract to bring our services up there.</p>
15	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>No, Rynse Inc. has not petitioned for bankruptcy protection.</p>
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Rynse is a service provider that enables fleets to access any car wash and detailing location across the United States. We are also the developer of a complementary software that provides agencies the ability to receive streamline billing and transparency in usage activity.</p> <p>Rynse markets its services directly to fleets and we leverage our internal sales force in delivering our solution to partners. Rynse does not utilize dealer networks to market, sell or service our offerings.</p>

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	In addition to typical business operations / SAM licenses, Rynse holds certificates of good standing in all states in which it operates and is typically the only certification we are requested to show when engaging a new client. In situations where Rynse does not currently have business operations in new regions, we have been able to expeditiously apply for and acquire the required certifications well within the time frame of our typical sales motion.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A, none.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Our team is continuously recognized by our customers for the exceptional level of service and dedication to our partnerships. In addition, we were selected as part of Innovation Alley at the Car Wash Show in 2022 for bringing significant and differentiating technology to both those seeking car wash services and car wash operators.	*
20	What percentage of your sales are to the governmental sector in the past three years	80% of our sales are from government contracts.	*
21	What percentage of your sales are to the education sector in the past three years	Through a third-party partnership, we service the campuses of UCLA, San Diego State, UCSB and CU, SMU and their student bodies. We are currently in the process of speaking with the fleet managers and maintenance and grounds managers at these campuses to see if they are interested in services provided by our localized car wash network which is already in place. We also have several confidential higher education prospects in our active sales pipeline.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not hold any other state provincial or co-op purchasing contracts.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not hold any GSA, Standing Offers, or SOSA.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Tennessee - The Department of Environment & Conservation (TDEC)	Peter Madden Assistant Director	615-313-5212	*
Tulare County, CA	Richard Lamb Fleet Services Superintendent	559-636-4070	*
Pittsburgh, PA	Jamie Jones Fleet Contract Manager	412-255-2035	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Major City	Government	Ohio - OH	Provide washing services across a large network of locations with complementary software to provide data transparency and help manage expenses. Opportunity to expand into additional garage and fleet services.	3,471 cars	\$1,322,506 annual spend
Regional County (adjacent to Major County below)	Government	Maryland - MD	Provide washing services across a large network of locations with complementary software to provide data transparency and help manage expenses. Opportunity to expand into additional garage and fleet services.	2,759 cars	\$647,285 annual spend
Major County (adjacent to Regional County Above)	Government	Maryland - MD	Provide washing services across a large network of locations with complementary software to provide data transparency and help manage expenses. Opportunity to expand into additional garage and fleet services.	1,658 cars	\$297,504 annual spend
Major City	Government	Washington - WA	Provide washing services across a large network of locations with complementary software to provide data transparency and help manage expenses. Opportunity to expand into additional garage and fleet services.	1,836 cars	\$584,000 annual spend
Regional County	Government	California - CA	Provide washing services across a large network of locations with complementary software to provide data transparency and help manage expenses. Opportunity to expand into additional garage and fleet services.	1,242 cars	\$228,036 annual spend

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	<p>Our full-time sales force consists of 5 top-performing Account Executives coast-to-coast (2 East Coast, 1 West Coast, 1 Midwest, 1 South) and 3 Business Development Reps for a total headcount of 8. In addition, we hired a reputable demand generation firm to accelerate top of funnel growth and we've seen great results for qualified leads so far. Rynse is in the process of securing additional financing to further increase the size of our sales forces significantly.</p> <p>Our sales force is responsible for finding and vetting opportunities, conducting outreach and hosting meetings, presenting our product and all its capabilities, assisting legal with contracting and getting new clients onboarded alongside our onboarding team.</p> <p>Our selling strategy focuses on net new government and public entity ("Government Agency") opportunities and land-and-expand opportunities in current and adjacent markets with our existing accounts. We communicate extensively on how to alleviate logistics and operational burdens for the fleet, billing, and administrative teams.</p> <p>We have both an annual and quarterly plan in place that we execute on and review every quarter to ensure we are responding to the growing needs of Government Agency fleets we speak to and the feedback we hear directly during our sales conversations. Our marketing efforts are primarily through outreach campaigns (email and phone), as it's been our most effective channel, but we have also had success with channel partners, direct mail, trade shows, and SEO/SEM.</p> <p>We spend significant resources focusing on the quality and management of our contact database and our lead criteria for finding the right people to discuss the Rynse solution with at every municipality. We strike a balance between highly targeted campaigns and broader scope campaigns that address major trends we see repeatedly across different Government Agencies. Downstream, the feedback from our prospects and clients have given us great opportunities to add in new product features or advance our implementation capabilities as we launch new clients.</p>
27	Dealer network or other distribution methods.	<p>Our unique solution allows us to connect with a large network of suppliers and our complementary software allows us to extract the data from all car washes regardless of POS so they can view all vehicles, services, and invoicing in one place. This technological advantage is crucial to why we can offer such a broad, full-coverage network of locations and options so quickly for all contracted partners.</p> <p>One other avenue of gaining additional Government Agency fleets is through the car wash themselves. They often struggle with managing fleet accounts and migrate the relationship to Rynse given our ability to provide increased wash flexibility and streamlined billing. An example of this is our relationship with a publicly traded car wash and preventative maintenance brand. They own various locations through M&A and do not have the capability to offer a unified solution to access their various services and reconcile billing into a consolidated manner. They have leaned on Rynse to handle their fleet contracts.</p>
28	Service force.	<p>Our current service team consists of 4 full-time, US-based Customer Success Managers who are spread out to service every time zone and territory in a truly timely and responsive manner. They hold direct relationships with all the personnel from each client and department. With part of our additional financing, we plan to grow this team by double.</p> <p>Our customer service team takes pride in providing quick and efficient solutions to our customers and partners and making the proper escalations to executive leads whenever necessary.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Orders will be handled directly by Rynse. When a client selects to participate in the award, we will have our dedicated account manager work with the agency to onboard them. Our team will set the agency up with their own account that will allow them to access all car wash vendors in their area. In addition, customers will have access to a complementary web portal to view all vehicles, departments, transactions and tailored invoices.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>We have a team of dedicated Customer Success Managers who support our customers by being available and knowledgeable about how the solution works and how to get the most out of the Rynse services and products. Customers can ask to review our platform, the fleet recognition card, and billing/reporting or ask any other questions related to the services and software at any time. On our supplier side, Rynse develops strong relationships with their car wash partners and we have established contacts who are ready to support if and when called upon on behalf of the customer.</p> <p>Customer Service and support is available 5 days a week, from 7am to 7pm (across all time zones in the US) for any customer questions, Customer Service also can assist with lost or stolen cards, monthly reporting requests, billing and invoicing questions or requests, and all product feedback.</p> <p>For all strategic initiatives, we offer quarterly and biannual business reviews as a time for our customers to meet with their Rynse account management team and Sourcewell executive sponsor to make sure they are getting the most out of our solution. This is a great time for us to hear product feedback and refresh on how-to guides for all aspects of the solution.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Servicing Sourcewell participating entities is a top priority. All Sourcewell members will get “white glove” service with extra communication, onboarding and training, and general account management. In addition to the onboarding specialist and account managers who would be assigned per account, we want to commit one of the executive team members as the “Sourcewell executive sponsor” to each account as an added way of giving more resources to Sourcewell participating entities.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and capable of extending our business model and network into Canada. However, given the opportunity alone in the United States, we have been primarily focussed on capturing the market share here. In the future, we believe partnering with Canadian Government Agencies is a likely strategic market expansion.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A. Rynse is able to service all geographic areas in the US/CAN.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Rynse is willing and able to service all participating entity sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not foresee any specific contract requirements or restrictions that would prohibit Rynse from servicing participating entities in Hawaii and Alaska and in US territories and look forward to producing a lot of volume in all 50 states in the near future.	*
36	Describe the scalability of your company's offering in relation to size, scope, locations, and services.	<p>Our offering is designed to scale seamlessly across various dimensions, ensuring that we can meet the needs of clients with varying sizes, scopes, locations, and service requirements:</p> <p>Size: Whether our client has a small local fleet or a large-scale operation with thousands of vehicles, our platform can accommodate their specific fleet, billing and data tracking needs. Our flexible back-end architecture handles any level of transaction complexity, and user requirements, ensuring that our platform remains efficient and effective regardless of fleet size.</p> <p>Scope: Our modular platform allows us to expand features and services to meet diverse client needs. Whether the client requires specific location flexibility, sub-department billing categorization, or unique user access, we can scale our offering to align with their specific scope requirements.</p> <p>Locations: We provide flexibility for fleets operating in multiple locations. Our platform can manage fleets across different regions, or even states, offering a unified billing and tracking solution for their car washing needs and any other fleet expense management regardless of geographic spread. Government entities are enabled to manage their fleet effectively with maximum transparency no matter where vehicles are located.</p> <p>Services: While our core competency is car washing, our platform supports a wide range of fleet maintenance services, such as fuel and other preventative maintenance. We can scale our offering to include new services based on fleet managers evolving requirements, ensuring that our platform remains relevant and valuable as the relationship grows.</p>	*

37	Describe your process for incorporating additional service locations (whether owned, franchised, or third-party), including details around screening, selection, and retention.	Rynse typically does an in-person screen of our car wash vendors ensuring a top-quality wash experience. We then communicate with our selected vendors about the program and make sure the correct services are rendered at the time of sale and the cars will be taken care of. We then work collaboratively with our clients during the onboarding process to incorporate existing vendors that they wish to continue working with to ensure minimal friction for drivers and offer security that those locations meet the wash expectations of our clients.
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Table 7: Marketing Plan

Line Item	Question	Response *
38	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our marketing and demand generation programs have a proven track record of identifying Government Agency fleets of all sizes (city, county, state and public) and selling our solution. This has resulted in Rynse having more contracts by state than any other car wash brand in the nation.</p> <p>Partnering with Government Agencies continues to be a vital part of Rynse's growth strategy. We invest a majority of our marketing spend (~75%+) , headcount, and operations in identifying and winning these partnerships. We are looking forward to taking our current marketing success and applying it to the promotion of this Sourcewell contract during our outreach process.</p> <p>Our marketing strategy starts by defining our ICP (ideal client profile) at the organization level. We then use the BANT (budget, authority, need, timeline) framework to identify the key decision makers within each organization. From there, we run targeted outreach campaigns (phone and email) specific to each category of government agency and their different pain points with fleet care.</p> <p>Examples of email campaigns we'd run to promote this contract immediately following an award:</p> <p>Campaign #1: Current Leads - This outreach campaign will address Government Agencies of all sizes across the country who are actively showing tremendous interest in Rynse over the last 3 months and are currently a part of our sales pipeline. Our goal would be simple: to communicate about the new partnership with Sourcewell and why it's easier than ever to get started together. Some notable, actionable leads include two states which both have over 50,000 vehicles and the entire fleet of one of the largest cities in the U.S.</p> <p>Campaign #2: Interested Entities Who Have Gone "Cold" (Status is Idle/On Hold) - This outreach campaign will be focused on informing parties who we have connected with but not engaged with in the last 3 months. The majority of these contacts have told us the biggest bottleneck holding them back is having limited procurement bandwidth and the lengthy time and effort it would take for them to do an IFB or sole-source. We will leverage the partnership with Sourcewell to circle up with these interested parties to share how we can now reduce the sales cycle by months / years and get started providing a solution for fleet washing sooner.</p> <p>Campaign #3: Net New Outreach - Using effective lead generation tools and databases, we are able to pull relevant contacts based on our Ideal Client Profile (ICP) and introduce Rynse as a service. With the new Sourcewell contract, we can emphasize how this addresses the known bottleneck of quickly getting a contract in place. We believe this will only take our solid engagement rates via email campaigns to the next level. We also believe the partnership with Sourcewell will lead to more first conversations and deals as well as shorter time-to-close deals overall.</p> <p>Campaign #4: Land-and-Expand Leads - Once a new client is launched, we leverage those new relationships to assist with new outreach initiatives to build on the existing momentum in a given market/territory. We find all of the cities and counties within a given radius around the client's location and directly contact the fleet managers there.</p> <p>---</p> <p>In addition, Rynse has spent a lot of time building out capabilities for each stage of the entire sales cycle.</p> <p>1) Top of Funnel Capabilities: At the very top of the funnel, we have our in-house marketing team that has a consistent track record for finding leads that will eventually build recurring revenue opportunities with</p>

		<p>very little upfront investment. Strategies we gravitate towards which allow us to stay lean yet effective include targeted email drip campaigns and focused call outreach, Search Engine Marketing (SEM) and Search Engine Optimization (SEO), use of Social Media Platforms (specifically LinkedIn and LinkedIn Premium functions like Sales Navigator). The marketing team also is responsible for our website and content creation. We use our website as a way to introduce Rynse value propositions to fleets at a very high level with a call to action to set up a more consultative discovery call. The website is just one of the ways people can get in touch with us to learn more about Rynse as a service. In addition to our website, we build educational messaging like case studies and ROI calculators to demonstrate the positive impact of implementing our product based on existing client success stories.</p> <p>A lot of our top of funnel activity is centered around our sales outreach process. We use data and business intelligence tools such as Zoominfo and GovSpend to (1) find key decision makers and their contact information and (2) reach out and track initial outreach interest and engagement. To further accelerate the quality and quantity of our pipeline build, we have also brought on a speciality agency which focuses on BD to further complement our in-house Business Development Reps with the goal of setting quality meetings for our account executives and sales team. Since bringing on this agency, we have been able to relay the overall strategy to them and have them execute; freeing up our sales team to focus on the very important, high-value task of moving deals mid-funnel to close (from consideration stage beyond).</p> <p>2) Mid-Funnel and Closing Capabilities: Because our services and software are new and innovative to the space, we like to demo the product in real-time and offer reporting, invoicing and billing examples so that clients can get a better idea of the many options they have to customize and configure our platform to their unique use case and departmental needs. First-hand examples of things that we hear from different Government Agencies include how to best mitigate fraud and abuse and how to split up the billing by department and automate sending directly to billing contacts.</p> <p>In addition to product demos and examples of product customization, our sales team is dedicated to guiding prospects through presentations that walk the entire team through how Rynse works, wash service and customization capabilities, along with pricing.</p> <p>Our close rate from the first conversation to the contract signing stage, greatly exceeds the average success rate for the car wash and SaaS/technology industry. We credit factors like a strong understanding of our ICP (Ideal Client Profile), excellent sales training, our dedicated salesforce, a keen ability to listen and adapt to prospect wants and needs, and strong product-market fit.</p> <p>Through our marketing and sales efforts, we project that the Sourcwell contract will grow our Government Agency partnership and revenue potential significantly. One key metric we are very excited about and will monitor is how quickly we will be able to get contracts in place and get clients up and running. We believe Sourcwell clients will reduce the average sales cycle substantially, expediting government client launches from start to finish.</p> <p>See attached ZIP folder labeled "Marketing Materials" for examples of items we provide to Government Agencies.</p>
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Rynse invests in a variety of the latest and best-in-class technologies that we use to ensure marketing effectiveness and efficiency. Our marketing, business development, and sales team leads work hand-in-hand to analyze the results from each campaign so we can iterate rapidly and get the best results from every outreach channel.</p> <p>MarTech & Digital Data Highlights - For prospecting and relationship management, we use business intelligence tools such as GovSpend and Zoominfo OS to help curate our contact lists for our targeted campaigns. We also leverage LinkedIn and LinkedIn Premium / Sales Navigator.</p> <p>For sales outreach, we utilize multiple sales engagement tools to execute the outreach including Zoominfo Engage. These platforms allow us to track detailed campaign performance such as open & response rate, A/B testing results, sequence effectiveness and click-through. We pair this with Google Analytics and other website tools to understand lead and visitor behavior throughout the entire selling process.</p> <p>Finally, to keep our entire growth team in lockstep, we rely on our CRM tool, to help us with pipeline management, onboarding new clients, measuring KPIs across different functions, and managing our ever-growing contact database.</p>

40	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We believe Sourcewell is a best-in-class partner and we are excited about the opportunity to support its members and promote this contract together. We have heard firsthand from fleet managers that almost all Government Agencies, regardless of size, struggle with finding a reliable and quality solution for their fleet washing and fleet-care related services. The most common issues that we hear include: a lack of insight on wash and vehicle activity, location flexibility, and ongoing billing problems. Our solution solves the pain point of needing a more streamlined way to process fleet-related services and know that promoting the Sourcewell contract opportunity will help us provide our solution to more clients, more quickly. We believe that incorporating the Sourcewell membership as part of our marketing strategy will greatly accelerate the process for procurement teams to contract with us.</p> <p>We would ask Sourcewell to include our Rynse logo and contact information in all relevant, existing marketing materials. In addition, we would ask that the Sourcewell/Rynse relationship be mentioned to all new members as well as on the Sourcewell website so that anyone curious would have the opportunity to learn more about us.</p> <p>If Sourcewell has the available resources, we welcome the chance to promote and cross-promote this contract including Sourcewell branded or co-branded landing pages, digital and print materials, and trade show collateral by collaborating with your communications and marketing teams. We also welcome all communications opportunities such as joint press releases and/or highlights in Sourcewell updates and news as well as events whether in-person or virtual.</p> <p>Finally, we would love the opportunity to attend Sourcewell hosted events to learn from other contract holders and share successes and wisdom with everyone who has also benefited from the Sourcewell membership.</p>	*
41	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Because our platform is highly configurable (customizable to a specific fleet's service needs, size, and vehicle types) we do not see online ordering as a good fit for our product.</p>	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
42	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Rynse has developed a system that is easy to use, flexible, and cost effective. Rynse also believes a successful onboarding is paramount to a long-term partnership. Our Customer Success Managers are onboarding specialists who work closely with clients and all stakeholders involved to walk everyone through getting started and using Rynse admin portal and fleet care services. Rynse offers a Welcome Guide that is easily shareable across different departments and serves as a comprehensive user manual.</p> <p>After onboarding is officially completed, Rynse offers unlimited, ongoing training and our dedicated account management team to help all Sourcewell customers to get the most out of our platform. Any time clients have requests, questions, or product feedback, they have a direct line to our account teams who know the ins and outs of the clients' use case and platform permissions. If there are any added product features that are developed, our account management team will walk clients through new product updates and answer any questions they might have.</p> <p>On-site training and onboarding is available to any customer who requests it and makes arrangements after the contract is awarded. There is no cost associated with our training program.</p>	*

<p>43</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Rynse is the leading fleet wash and detailing services platform that provides tailored billing, vehicle spend data transparency, and wash service flexibility for all vehicles. Rynse's technological advances include being able to offer a complete network of multiple car wash brand names and locations, the best services for the best prices, streamlined departmental billing, and real-time vehicle care data so that Government Agencies (municipal, state and public sector) can improve operations and planning.</p> <p>Core features of our solution include -</p> <p>(+) Access to the most robust network of car washes no matter the type of car wash or brand name/ownership: Rynse also provides complementary software that allows us to extract the data from all car washes (and all POS systems) so they can view all vehicles, services, and invoicing in one place. Before, fleets were limited to choosing only one car wash location but with Rynse, they can access all car washes, regardless of brand name or type of car wash, in their immediate vicinity.</p> <p>(+) Real-Time Data Transparency to Inform Business Decisions: We provide clear, accurate data transparency on wash utilization and spend. This helps agencies more precisely plan and budget and enforce fleet care compliance across all their departments.</p> <p>(+) Mitigation of Misuse, Fraud, and Abuse: Our technology allows administrators to set rules and limits on wash usage and mitigate fraud & abuse – safeguarding against personal use and other “outside sharing”.</p> <p>(+) Easy-to-Review Data Configuration: Monthly wash and vehicle activity data per department, driver, vehicle type, wash location, wash service/package.</p> <p>(+) Ready-to-Scale Car Wash Network: No matter where drivers need to go, we have the infrastructure in place to have car wash locations available today. We are not limited to one location or city, we can offer a statewide, countywide or regional solution. No need to wait for a new wash location to be built or for the network to be developed - it's a truly turnkey solution. We are the perfect solution for organizations that travel between multiple regions, counties, and even states.</p> <p>With Rynse, fleet managers get a web-based admin portal with their entire fleet's details in one place. Rynse admin accounts are fully customizable to any fleet's needs: for the whole organization or specific departments. Fleet managers or admins can easily, securely log into their account and do things like add or remove drivers and vehicles, review program usage reports, and pay their bill.</p> <p>Fleet drivers are the end-users of our product. Users have access to locations via map view or list view to find the most convenient option near them. Users are able to find the location within the Rynse Network that works for them, get directions, and head over. Every vehicle gets its own Fleet Recognition Card with the vehicle information (VIN, License Plate, etc.) at the time of onboarding. In addition to rendering services, our complementary software provides real-time transaction reporting to the Government Agencies down to the minute of the transaction. Because of this, Rynse offers users access to the majority of car washes within a city or region vs. one limited brand or location via competitive alternatives.</p> <p>Additional Benefits of our fleet recognition card system - Fleet recognition cards are restricted to only accessing specific car wash services at Rynse partnered locations (+) Rynse can also restrict the amount of times a card can used in a month (upon request) (+) The Fleet recognition Card allows Rynse to customize your wash access to the needs of your individual departments (+) Replacement cards do not incur any fee (+) By moving away from a more manual, paper-based system, Government Agencies are able to move towards a much more reliable, informative, efficient solution to track and manage their fleet washing as an organization.</p>
<p>44</p>	<p>Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>Rynse provides support for sustainability and green initiatives in two key ways: helping clients go paperless and with our many eco-friendly car wash partners.</p> <p>Rynse is eliminating the very tedious, pen and paper tracking system for car washing that many fleets have been using by offering the monthly reports. Rynse also is cutting down on repetitive paper invoicing by mail by sharing invoicing digitally and reminders via customer emails.</p> <p>Many of our car wash partners within the Rynse network prioritize eco-friendly practices while operating their businesses. Our eco-friendly car wash partners invest in green initiatives by valuing practices like monitoring water usage with technology, recycling water, offering some non-chemical products, and saving on energy with efficient and state of the art equipment. In addition, our commitment to “green” initiatives involves a plan to add to our product roadmap a way of recognizing preferred “green” partners with an icon and list filtering capabilities.</p>

45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
46	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Rynse is a marketplace model and aggregator of many independently operated businesses. Because we partner with independently operated businesses, we are able to support smaller independent businesses by offering network effects and offering the advantages of a larger business or chain of businesses. Collectively, we have a number of minority and woman-owned business partners who we work with closely. We are proud to work with so many amazing independent operators across the country.</p> <p>Another great perk of the Rynse business model is it allows local taxpayer money to be spent towards supporting multiple local businesses within their county/city/state rather than just one national chain.</p>	*
47	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Rynse is the leading fleet wash and detail solution that simplifies operations and provides greater flexibility.</p> <p>Competitive Strengths and Highlights:</p> <p>(+) Our robust, best-in-class wash network: Our network capabilities afford fleet management and their drives unparalleled location flexibility. Access the entire car wash network in your area and get convenient, full-coverage options while on-the-go wherever the day takes you. We are available today in all major US markets as well as more remote, rural regions and smaller towns nationwide.</p> <p>(+) All-in-one car washing solution for all vehicle types and needs (LCVs, Heavy-Duty, Truck, Bus): We respond to the largely communicated need for heavy duty wash options and mobile washing services by making it part of our offering so that all car washing needs whether it be for sedans and LCVs or heavy duty trucking are associated with one solution: Rynse.</p> <p>(+) Our proprietary software streamlines billing: Our technology allows clients to configure invoicing to automatically be sent as one consolidated, itemized invoice for each department, directly to the department billing contact, for the entire organization</p> <p>(+) We offer fleet managers outsourced vendor management: Rynse handles all direct communication with car wash owners and staff on your behalf, removing time-consuming administrative burden and relationship management.</p> <p>(+) Flexible pricing: we understand fleets are one of the least static areas of operations within Government Agencies. To meet ever changing needs, our product and our pricing options are fully customizable and adaptable.</p> <p>(+) Unmatched Customer Experience - Onboarding and account management from a dedicated, assigned team working and available to you in your time zone.</p> <p>(+) Pre-negotiated wash discounts - Due to our network advantage, we can offer the best price for the best service</p> <p>(+) Well-rounded and committed management team: Rooted in technological and operational expertise, our founders and the executive team have a deep understanding of data analytics and product scalability.</p> <p>(+) Expansion capability to cover other fleet-related services / auto-care services: Because of our fleet recognition and tracking product and analytics platform, we are able to easily expand to cover other fleet-related services / auto-care services.</p>	*
48	Describe technology and software applications used for record keeping and reporting; additionally, identify the ability to integrate with participating entity technology or software applications, as applicable.	<p>Rynse as an organization is very data driven and as such we pride ourselves with having the best-in-class record keeping and reporting. This begins with our dedicated team of software engineers that have built internal tracking capabilities to capture customer and transaction information. We are able to run various analytics on this data which provides valuable insights to better drive sales and support Government Agencies.</p> <p>Our engineering team is also able to integrate this information with various technology applications to make our organization more efficient. Some tools we leverage for record keeping and reporting are:</p> <p>(+) Financial Reporting Software: Quickbooks (+) Invoicing: Zoho</p> <p>In addition, Rynse aims to alleviate the administrative workstream of Fleet Managers and we are working with Government Agency partners to integrate with their fleet management software.</p>	

Table 9: Performance Standards or Guarantees

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

Line Item	Question	Response *
49	Describe any performance standards or guarantees that apply to your services	<p>Customer Onboarding Meeting: ALL fleet managers will be contacted by Rynse within three (3) business days upon contract signing to arrange an initial onboarding meeting to go through details of our program.</p> <p>Customer Setup: ALL fleet accounts will be established within four (4) business days of receiving required information requested. The set-up includes but is not limited to: creating accounts for parent entities, developing individual departments, establishing proper card restrictions and placing requests for fleet recognition cards.</p> <p>Card Creation and Delivery: >= 99% of cards will be shipped to the customer in under 12 business days upon the successful processing of card creation.</p> <p>Fleet Partner Invoicing: ALL invoices will be provided electronically via email or through our secure site prior to the 15th of every calendar month.</p>
50	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>As an organization, one of our top priorities is customer satisfaction. Rynse has established internal standards for our Customer Success department based on quantifiable metrics for dealing with customers. Some examples include answering or responding to 80%+ of incoming calls within 2 minutes and having clients score at least a minimum of 95%+ on our interval survey which we send on a quarterly basis. Other metrics we monitor are:</p> <ul style="list-style-type: none"> (+) Resolution rate (+) Resolution time (+) Conversation time (+) NPS <p>We are able to achieve these targets as we place a lot of emphasis on training programs, product development activities and aligning bonuses to these standards.</p> <p>We have also built our teams where we have at least one dedicated account manager for every customer and they are in the same time zone as them.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
51	Describe your payment terms and accepted payment methods.	<p>Rynse's typical payment terms for fleet partners are net 15. However, for Sourcewell participating entities we will offer net 30 payment terms from the date the invoice is made available to Client.</p> <p>Rynse also offers Sourcewell members various methods to pay their invoice but all amounts for that invoice must be sent in whole. Below are the list of potential payment options:</p> <ul style="list-style-type: none"> (+) Physical check (+) Automated Clearing House (ACH) (+) Online payment from checking account (+) P-Cards <p>Rynse will provide Sourcewell members with the appropriate banking details based on your preferred method. They can change payment options between invoices.</p>
52	Describe any leasing or financing options available for use by educational or governmental entities.	N/A.
53	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Rynse has flexibility with either using the Government Agency's or our standard transaction documents to finalize a contract. In the event Rynse's documents are preferred, please see folder named "Standard Documents" for our order form and service agreement.
54	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?	Rynse does accept P-card as payment and there is no additional cost to Sourcewell participating entities.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
55	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.	<p>Rynse offers the wash services and complementary billing / usage tracking software under two pricing options:</p> <p>1) Prepaid Model: Rynse charges a fixed monthly price per card based on the fleet size and offers varying discounts on the wash service cost based on the prepayment interval of the estimated PO.</p> <p>2) Price per Vehicle: Rynse provides a standard option of 1x wash per month or an unlimited option that is priced on a monthly per vehicle basis. For the standard option, any additional wash beyond the single usage will be charged at the same price as the per vehicle cost.</p> <p>Rynse provides all Sourcewell participating entities the most favorable rate, offering significant discounts compared to our normal fleet partnerships and independent car washes.</p> <p>Please see attached "Rynse Pricing" file for additional detail of our two pricing options.</p>
56	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.	<p>Rynse offers the following discounts to participating Sourcewell entities:</p> <p>1) Prepaid Model: 25.0% to 70.0% discount for the fixed monthly price per card and 5.0% to 15.0% discount on the entire PO (including wash service) based on whether the bill is paid up front on a monthly, quarterly or annual basis.</p> <p>2) Price per Vehicle: Rynse offers a 5.0% to 20.0% discount based on the average market wash price when paying on a per vehicle basis.</p> <p>Please see attached "Rynse Pricing" file for further breakdown.</p>
57	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity discounts are reflected in our pricing. See the "Rynse Pricing" file attached for detail.
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Rynse provides "sourced" products / services or "nonstandard options". However, these offerings incur a cost-plus of 15%.
59	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.	No additional costs beyond pricing submitted.
60	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A.
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A.
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pricing provided in this submission represents a discount better than our typical proposal for government, education, and non-profit organizations as we understand the importance of Sourcewell's relationships and benefit of its network.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Rynse will ensure that accurate data is provided to Sourcewell for each contract. We will establish a compliance program for self-auditing and internal process amongst our various departments (sales, operations and finance) to provide Sourcewell with the proper quarterly report that includes your administrative fee.</p> <p>Some processes we envision putting in place include:</p> <ol style="list-style-type: none"> 1) Creating a label in our system for all accounts which are related to Sourcewell. This will easily allow us to identify all Sourcewell entities in our account system and will allow us to filter / select them for our report generation. 2) At the end of each fiscal quarter, our Operations department will run a report of all transactions and generate a summary of spend by Sourcewell entities. This report will include the related administrative fee to Sourcewell. 3) Rynse's Finance department will validate the report using the self-auditing compliance program established. This involves checking the card statements from the bank for each Sourcewell account and reconciling it against the report generated. We want to take this extra measure to guarantee we are calculating the most accurate sales commission to Sourcewell. 4) Once the Finance and Operations departments verify the report accurately reflects the spend for the quarter by the Sourcewell entities and includes the correct administrative fee to Sourcewell, the executives of the company will review the report and approve payment.

65	<p>If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.</p>	<p>Tracking key performance indicators (KPIs) is crucial to evaluate the success of a fleet expenses credit card program with a client. KPIs Rynse tracks to ensure the success of our partners include:</p> <p>Usage Metrics - Card Utilization Metrics: We track the percentage of cards utilized, transaction volume and total amount spent by card issued and by department (or sub-department). Typically, fleet managers have wash schedule preferences that they have been unable to enforce with incumbent contracts given the lack of granular tracking. Our system allows us to proactively manage and impact transaction volume leading to better asset management and oversight from our partners.</p> <p>Compliance and Controls - Policy Adherence: Rynse monitors adherence to company policies and spending guidelines. Rynse is uniquely capable of setting up guard-rails and spending limits to match internal budgets / purchase orders. We track these metrics to ensure our partners consistently meet budget goals and usage parameters. Unauthorized Spending: Rynse blocks unauthorized or non-compliant transactions and tracks this metric to provide clients with reassurance that transactions that do not clear our contract parameters. It also provides this data on individual user basis so that we can provide our partners with information on which employees may be trying to abuse internal systems.</p> <p>Reporting and Analytics - Timeliness of Reporting: We measure how quickly reports and invoices are generated and delivered to our partners after the end of the month. AR Aging: Rynse tracks the length of time for invoices to be paid by each partner. This allows us to isolate any sub-departments that are lagging behind on payments and track how our intervention impacts speed of payment</p> <p>Vendor Negotiations - Negotiation Leverage: We track total spend at each of our vendor so that we can evaluate the impact on negotiating better terms and ultimately improve our margins.</p> <p>Employee Satisfaction - Ease of Use: Gather feedback on how easy it is for employees to use the credit card for fleet expenses. Support Services: Measure satisfaction with support services provided for credit card-related issues.</p> <p>Regularly monitoring these KPIs will provide insights into the success of our program, helping us make informed decisions, optimize processes, and ensure the satisfaction of both the client and their employees.</p>
66	<p>Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)</p>	<p>Rynse understands the value provided by Sourcewell and agrees to pay an administrative fee of 1.0% on all revenue that Rynse generates from this award. This includes:</p> <ol style="list-style-type: none"> 1) The sales generated from the fixed monthly price per card and the monthly price per vehicle. 2) All retail transactions processed with the Rynse fleet card by Sourcewell entities.

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

Line Item	Question	Response *
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<p>67</p>	<p>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</p>	<p>Rynse is offering access to nationwide car wash and detailing services with innovative software that provides tailored billing, vehicle spend data transparency, and wash service flexibility for all vehicles.</p> <p>Our comprehensive fleet wash and detail services platform is designed to revolutionize the way organizations handle their fleet-related vehicle care and maintenance services. Our solution provides an end-to-end system that simplifies invoicing, enhances data tracking, and optimizes overall fleet maintenance expense management.</p> <p>One of the unique features of our solution is the heightened flexibility in location and vendor utilization. Unlike traditional solutions, our platform allows fleet managers to access a broader network of service providers, enabling them to choose the most convenient and cost-effective options for their specific needs. This flexibility enhances efficiency and cost-effectiveness in fleet operations.</p> <p>Our solution simplifies the often complex process of invoicing. With automated invoicing capabilities, fleet managers can easily generate, track, and manage invoices, reducing administrative overhead. This ensures accuracy in financial transactions and provides a transparent overview of expenses incurred.</p> <p>We understand the importance of data-driven decision-making in managing fleet service spend. Our solution offers robust data tracking and reporting features, allowing fleet managers to gain valuable insights into spending patterns, identify cost-saving opportunities, and make informed decisions to optimize their overall fleet strategy.</p> <p>In summary, our fleet wash and detail services solution brings a new level of efficiency, flexibility, and transparency to fleet management operations. By simplifying invoicing, enhancing data tracking, and offering increased location/vendor utilization flexibility, we empower organizations to make smarter financial decisions and ultimately optimize their entire fleet management process.</p>
<p>68</p>	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>The two best subcategories that Rynse tailors to in this RFP are:</p> <ul style="list-style-type: none"> (+) Car wash and detailing services (+) Services, software maintenance, and support complementary of incidental to the offering of the solutions <p>However, Rynse also has the capabilities to support access to various other services from the RFP by enabling these categories on our fleet recognition card. These include:</p> <ul style="list-style-type: none"> (+) Preventative maintenance services (+) Shop fluid disposal and recycling services
<p>69</p>	<p>Describe available options for customization of the equipment and products offered in your proposal and any related order processes.</p>	<p>Our product offers comprehensive customization options for both the product itself and billing processes.</p> <p>Product Customization - User Access Control: Our platform allows government clients to customize user access levels, ensuring that different sub-departments or individuals have access only to the information relevant to their roles.</p> <p>Spend Parameters: Government clients can set spend parameters for individual sub-departments or users, ensuring budget compliance and preventing overspending.</p> <p>Compliance Notifications: The platform can be configured to send compliance notifications based on desired wash schedules, ensuring that vehicles are washed according to regulatory standards.</p> <p>Billing Customization - Bifurcation of Billing: Government clients can bifurcate billing to individual sub-departments or cost centers, facilitating easier tracking and allocation of expenses.</p> <p>Customized Billing Cycles: The platform supports customized billing cycles to align with the government's financial processes and reporting requirements.</p> <p>Detailed Billing Reports: Government clients can generate detailed billing reports that provide insights into usage patterns, costs, and compliance with budgetary guidelines.</p> <p>Overall, our product offers extensive customization options for government clients, enabling them to tailor the platform to meet their specific needs and requirements.</p>

70	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	N/A (our offering is exclusively services and software related).
71	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable Federal and state requirements.	All our products and services provided fully comply with applicable federal laws and regulations, and with the laws in the states and provinces in which they are sold. We are fully certified to do business in all states where we conduct services.
72	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	N/A (not in Canadian market currently).

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

Indicate below if your proposal offers the listed types of equipment, products, and services. Provide an additional explanation in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
73	Preventative maintenance Services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Although the immediate focus is car washing and detailing, Rynse's solution has the capability to turn on access to preventative maintenance services and offer the same tracking and billing benefits.
74	Car Wash and Detailing Services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Given the significant pain point experienced by Government Agency fleet managers to increase their location flexibility and consolidate billing for the car washing / detailing services, this is Rynse's current focus.
75	Towing dispatch and Impound Lot Management with related Auction Services	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A.
76	Shop fluid disposal and recycling services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Although the immediate focus is car washing and detailing, Rynse's solution has the capability to turn on access to Shop fluid disposal and recycling services and offer the same tracking and billing benefits.

Table 14C: Depth and Breadth of Offered Equipment Products and Services - Complementary/Incidental Offering

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

Line Item	Category or Type	Offered *	Comments
77	Parts, supplies, and accessories complementary or incidental to the services described in Line Items 73 - 76 in Table 14B above	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A.
78	Services, software, maintenance, and support complementary or incidental to the offering of the solutions described in Line Items 73 - 76 in Table 14B above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Rynse offers the industry leading, innovative software that provides tailored billing, vehicle spend data transparency, and fleet service flexibility for all vehicles.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 79. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract 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 Sourcwell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> 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](#) - Rynse Pricing.pdf - Monday March 11, 2024 19:14:21
 - Financial Strength and Stability (optional)
 - [Marketing Plan/Samples](#) - Marketing Materials.zip - Monday March 11, 2024 18:03:07
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Standard Transaction Document Samples](#) - Standard Documents.zip - Monday March 11, 2024 19:09:50
 - Requested Exceptions (optional)
 - Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Roland Lau, President, Rynse Inc.

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 8 Garage and Fleet Services RFP 031224 Mon March 4 2024 04:06 PM	<input checked="" type="checkbox"/>	1
Addendum 7 Garage and Fleet Services RFP 031224 Thu February 15 2024 02:34 PM	<input checked="" type="checkbox"/>	2
Addendum 6 Garage and Fleet Services RFP031224 Tue February 13 2024 02:59 PM	<input checked="" type="checkbox"/>	1
Addendum 5 Garage and Fleet Services RFP 031224 Mon February 12 2024 03:39 PM	<input checked="" type="checkbox"/>	1
Addendum 4 Garage and Fleet Services RFP 031224 Tue February 6 2024 03:03 PM	<input checked="" type="checkbox"/>	1
Addendum 3 Garage and Fleet Services RFP 031224 Thu January 25 2024 03:20 PM	<input checked="" type="checkbox"/>	2
Addendum 2 Garage and Fleet Services RFP 031224 Wed January 24 2024 03:19 PM	<input checked="" type="checkbox"/>	1
Addendum 1 Garage and Fleet Services RFP 031224 Tue January 23 2024 02:52 PM	<input checked="" type="checkbox"/>	1

Certificate Of Completion

Envelope Id: 981869D5-5C38-830B-82D7-6B71C6559158

Status: Sent

Subject: Council Legislation - Rynse

Source Envelope:

Document Pages: 72

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

Time Zone: (UTC-06:00) Central Time (US & Canada)

prg@nashville.gov

IP Address: 170.190.198.185

Record Tracking

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prg@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

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Signature

Timestamp

Daniel Harden

daniel.harden@nashville.gov

Security Level: Email, Account Authentication
(None)

Daniel Harden

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Signed: 5/15/2026 3:33:58 PM

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Not Offered via Docusign

Michelle A. Hernandez Lane

michelle.lane@nashville.gov

Deputy Director of Finance

Metro

Security Level: Email, Account Authentication
(None)

Michelle A. Hernandez Lane

Sent: 5/15/2026 3:34:10 PM

Viewed: 5/20/2026 1:31:25 PM

Signed: 5/20/2026 1:33:01 PM

Signature Adoption: Pre-selected Style

Using IP Address: 174.212.160.147

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication
(None)

Jenneen Reed/mjw

Sent: 5/20/2026 1:33:12 PM

Viewed: 5/20/2026 3:14:34 PM

Signed: 5/20/2026 3:15:18 PM

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Accepted: 5/20/2026 3:14:34 PM

ID: cfeebf7a-5047-43ae-91d1-3646bab4cb10

Kelli Woodward

Kelli.Woodward@nashville.gov

Security Level: Email, Account Authentication
(None)

Kelli Woodward

Sent: 5/20/2026 3:15:30 PM

Viewed: 5/20/2026 3:57:26 PM

Signed: 5/20/2026 4:10:01 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Accepted: 5/20/2026 3:57:26 PM

ID: ec23254f-abbd-428c-a37f-b68db2c965fc

Signer Events	Signature	Timestamp
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 5/20/2026 4:10:13 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 5/14/2026 7:44:09 AM
ID: 48768002-b62f-413f-858d-cf453b814c7d

Kelli Woodward
Kelli.Woodward@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 5/20/2026 3:57:26 PM
ID: ec23254f-abbd-428c-a37f-b68db2c965fc

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: 5/13/2026 2:11:08 PM
ID: d53baa7d-2129-4d11-9c0b-f34bad116cf6

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
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John Stewart

john.stewart@nashville.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

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5/15/2026 2:53:21 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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

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 exempted 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 asures, 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,

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