

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 Blink Network, LLC for electric vehicle supply equipment for the General Services Department.

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

Proposing Department: _____ Requested By: _____

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

Legislative Category (check one):

- | | | |
|---|--|--|
| <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>Sueh Patel</u> Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: _____	Date to Finance Director's Office: <u>5/20/2026 3:12 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	

Resolution No. _____

A resolution accepting the terms of a cooperative purchasing master agreement with Blink Network, LLC for electric vehicle supply equipment for the General Services Department.

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

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

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

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

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

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

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

Section 1. That the master agreement between Sourcewell, a state of Minnesota local governmental agency, and Blink Network LLC, 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:

Kelli 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? Ava Elsaghir

What is your department? General Services Department

What is your email address? ava.elsaghir@nashville.gov

What is your phone number? (615) 930-6049

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

If other Metro departments will be utilizing this cooperative, list them here: All Metro Agencies

How much do you estimate spending on this cooperative contract? \$1,000,000.00

Cooperative Information

What is the cooperative entity? Cooperative - Sourcewell.

What is the lead agency? State of Minnesota

Who is the supplier? Blink Network LLC

Is the supplier registered in iSupplier? Yes.

If yes, what is the supplier's ISN? 1010734

What is the contract number? 021825-BLN

When did the contract start? Monday, September 15, 2025

When does the contract end? Tuesday, September 18, 2029

What was the solicitation method for this contract? RFP - Request for Proposal.

What is the good/service that this cooperative will be utilized to purchase?
Electric Vehicle Supply Equipment with Related Services

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

The agreement offers up to 40% off MSRP for all Electric vehicles equipment and related services. it's unlikely that Metro as a sole entity would obtain the same discount besides it would eliminate time and effort for preparing our own solicitation.

Upload the original contract from the lead agency.  Blink Contract 021825.pdf

Does the contract contain any good/service relative to surveillance as described in MCL 13.08.080? No.

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

I accept the terms of this contract without exception. Yes.

Upload the formal solicitation (RFP/ITB) from the lead agency.  RFP and Addendums-EVSE 021825.pdf

This solicitation was advertised, open, and unrestricted. Yes.

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

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



Cooperative Request Review

This cooperative request for **electric vehicle equipment from Blink Network via Sourcewell contract #021825-BLN** is recommended for approval.

The anticipated project value is **\$1,000,000.00**. The estimated savings to Metro via this cooperative are **\$415,071.00**

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

Council approval of the master agreement **is** required.

Legal Justification

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

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

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

Regulatory Justification

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

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

Value Justification

It is unlikely that Metro, as a single government entity, will obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement (**40% average off MSRP**) leverages both the scale of cooperative membership and the competition of multiple offers.

Further, a competitive solicitation for this good/service would require an estimated 139 hours of staff time valued at approximately \$17,457.00. Utilization of this cooperative will require 19 hours of staff time valued at approximately \$2,386.00. **A total savings (discount + staff time) of \$415,071.00.**

Impact on Minority & Women Owned Businesses

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



Cooperative Request Signature Form

Co-Op Request Number	C2026102
Date Received	May 11, 2026

To Whom It May Concern,

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

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

Regards,

Michelle A. Hernandez Lane *MAH*

Michelle A. Hernandez Lane
Purchasing Agent & Chief Procurement Officer

5/12/2026 | 1:25 PM CDT

Date Signed





MASTER AGREEMENT # 021825
CATEGORY: Electric Vehicle Supply Equipment with Related Services
SUPPLIER: Blink Network LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Blink Network LLC, 5081 Howerton Way, Suite A, Bowie, MD 20715 (Supplier).

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

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

Article 1:
General Terms

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

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

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

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

- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200.

Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to

the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

- viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

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

Sourcwell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcwell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcwell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcwell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

- Participating Entity Contact Name;
 - Participating Entity Contact Email Address;
 - Participating Entity Contact Telephone Number;
- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
- b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

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

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

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

- \$1,500,000 each occurrence Bodily Injury and Property Damage
- \$1,500,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this

Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

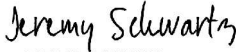
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
 - e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

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

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 9/15/2025 | 5:15 PM CDT

Blink Network LLC

DocuSigned by:

14647DF4B128487...
By: _____
Mike Battaglia
Title: President & CEO
Date: 9/15/2025 | 1:17 PM PDT

RFP 021825 - Electric Vehicle Supply Equipment with Related Services

Vendor Details

Company Name: Blink Network LLC
Address: 5081 Howerton Way Suite A
Bowie, Maryland 20715
Contact: Nihusa Dias
Email: ndias@blinkcharging.com
Phone: 305-497-4440
Fax: 305-497-4440
HST#:

Submission Details

Created On: Thursday January 02, 2025 10:50:13
Submitted On: Tuesday February 18, 2025 16:06:11
Submitted By: Nihusa Dias
Email: ndias@blinkcharging.com
Transaction #: 9cfaf38f-aaaa-4fd9-9c87-0295deb47315
Submitter's IP Address: 147.243.202.233

Specifications

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

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

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

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Blink Network LLC
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Authorized Affiliates: Heartland Graybar Blink reserves the right to add or remove additional affiliates throughout the term of the contract.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UEI: RDL2FXZ8VV53 Cage Code: 7D1u8
5	Provide your NAICS code applicable to Solutions proposed.	336320 423120 423610 488999
6	Proposer Physical Address:	5081 Howerton Way, Suite A, Bowie, MD 20715
7	Proposer website address (or addresses):	www.blinkcharging.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Mike Battaglia, President & CEO 5081 Howerton Way, Suite A, Bowie, MD 20715 (305) 521-0200 mbattaglia@blinkcharging.com
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Nihusa Dias, Government Contract Manager 5081 Howerton Way, Suite A, Bowie, MD 20715 (305) 521-0200 ndias@blinkcharging.com
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Proposal Contact: Stephanie Pozdol, Proposal Coordinator 5081 Howerton Way, Suite A, Bowie, MD 20715 (305) 521-0200 spozdol@blinkcharging.com Sales Contact: Adam Wing, Government Affairs Business Development Manager 5081 Howerton Way, Suite A, Bowie, MD 20715 (305) 521-0200 awing@blinkcharging.com

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

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Founded in 2009, Blink Network LLC is a Maryland based, publicly traded EV charging company. Blink is an EVSE leader who designs and manufactures a large deployment of EV charging stations ranging from home charging, Level 2, and 60kW-600kW DCFC. Blink is the third largest charging company in the US, and our recent global expansion includes seven offices in five countries for over 500 employees worldwide.</p> <p>Blink presents a diverse product line-up that boasts the most advanced equipment in the industry, and we offer a wide range of reliable and efficient, innovative charging solutions and business models for every situation, including commercial fleet vehicles. Our chargers surpass market performance measures, allowing them to deliver faster charge times and more miles gained per hour. Beyond Blink's industry-leading equipment and comprehensive network of public charging stations, lies a mission to advance the energy transition through innovative charging solutions, and to enable energy independence for all through the global electrification of transportation.</p> <p>Blink's corporate management team includes an unparalleled group of industry experts with over one hundred years of combined experience in the EV charging industry. This expertise allows Blink's products to be at the forefront of the EV infrastructure revolution. Our leaders are building the industry by developing forward-looking products that respond to auto manufacturers' adoption of larger and more advanced EV batteries. We collaborate with innovative, like-minded organizations that share our vision of building the EV infrastructure for widespread EV adoption leading to a greener, more sustainable tomorrow.</p> <p>For the past 15 years, Blink has been an electric vehicle charging company dedicated to slowing climate change by reducing greenhouse gas emissions caused by gas-powered transportation. We are a nationwide leader in electric vehicle charging equipment, network, and services, and we continue to pave the way for growth of the EV industry by accelerating adoption of EVs through deploying EV charging infrastructure nationwide and globally. We have thousands of EV chargers deployed across the globe in 26 different countries. Blink's vertical integration creates unparalleled opportunities for Blink to control its supply chain and accelerate its go-to-market speed while reducing operating costs. Complete Blink vertical integration includes research and development, manufacturing, EV charger deployment and installation, charger ownership, operations, and maintenance, and finally, the Blink Network providing 24/7/365 customer service and support.</p> <p>Blink's deployment team has years of experience rolling out large-scale EVSE projects throughout the United States and globally. Our success in installations is due to strong connections with our vendors who are vetted, EVITP-certified, and trusted to handle every task. The contractors we work with provide industry-leading quality of work and professionalism, and they hold years of installation experience.</p> <p>Due to the continued volatility in the world's supply chain, Blink relies on its industry connections with suppliers that can prioritize obtaining equipment within the scope of service timelines. We will work with our partners to ensure best pricing for all services outlined in this RFP. The Blink team has a proven record of accomplishment in managing stakeholders' communication, objectives, and expectations to complete projects no matter the size. Blink's deployment manager ensures all subcontractors have all necessary certifications/licensures to complete the projects following local, state, and federal regulations.</p> <p>In all projects, Blink provides transparency and process support from inception to installation. We pinpoint optimal locations for EV charging infrastructure, offer flexible business models, identify funding opportunities and provide an expert team to ensure project success. Blink offers industry leading equipment, low or no up-front costs, revenue sharing opportunities, real-time charger tracking, 24/7 support, and more.</p>
<p>12</p>	<p>What are your company's expectations in the event of an award?</p>	<p>In the event of an award, Blink will actively pursue the opportunities based on the demands of the customer's needs. The evaluation process will start with introductions and project scope assessment. link aims to leverage Sourcwell opportunities to expand its footprint, maintain its position as the largest EV provider in the U.S., exceed industry performance standards, and deliver exceptional service to customers.</p> <p>Blink is committed to providing Sourcwell with a comprehensive range of EVSE products and services to drive exponential growth in the public sector and nonprofit verticals. This contract is expected to be the primary vehicle for Blink's government program, with anticipated year-over-year business growth. To support this expansion, Blink has established a dedicated vertical to facilitate growth and reduce administrative burdens.</p> <p>Additionally, Blink is assembling a specialized project team encompassing marketing, finance, sales, administration, and customer service. This team will be responsible for contract execution and revenue generation, ensuring seamless operations and customer satisfaction.</p>

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Blink is a publicly traded company on NASDAQ and continues to develop and maintain strong relationships with its shareholders, partners, customers, and employees. The company's financial soundness in generating revenue is attained through a wide range of funding, that include identifying grants and rebates programs, building financial reserves, assessing, and managing risks, and strategically managing overhead costs. Our purpose in contributing to environmental, ecological, and economic sustainability are consequences of our positive growth in the industry. See attached file upload for more information on financial strength.	*
14	What is your US market share for the Solutions that you are proposing?	According to the Department of Energy, Blink the has the third largest network of chargers in the US behind ChargePoint and Tesla. This translates to roughly 10% of the market share in the US.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Blink's Canadian market share is approximately 1%.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B – With our own salesforce as employees we can offer our manufactured L2 units and DCFC infrastructure as fully capable Blink Networked hardware and software solutions to the customers of Sourcewell. Our service and maintenance operations have capable staffing to address warranties and our NOC center has 24/7 service available for customer service solutions once networked charger infrastructure is commissioned. No third parties are necessary.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Blink is licensed to conduct business in all 50 states. Blink does NOT require "Blink certified" or "Blink authorized" 3rd party electrical installers. Our solution is fully contained and can be implemented by any licensed electrician. This benefit allows the customer to choose their preferred electrician to do the install without voiding warranty. Blink will also work through its sub-contractor network if a total turnkey solution is needed (design, project management, utility work) or as previously mentioned remote geographic location requires local support. These Blink network electrical subcontractors are all state licensed EC's.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Our Bowie, MD headquarters is LEED Gold Certified. 2024 Maryland Green Registry Sustainability Leadership Award 2021 Forbes List of America's Best Small Companies 2020 Best of Corvallis Award in the Electric Vehicle Charging Station category by the Corvallis Award Program Green Matters Greenlight Award	*
21	What percentage of your sales are to the governmental sector in the past three years?	Approximately 5% of sales have been to the government sector in the past three years.	*
22	What percentage of your sales are to the education sector in the past three years?	Approximately 2-3% of sales have been to the education sector in the past three years.	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Blink is already familiar with contracts of this scale due to our procurement involvement on Sourcwell, and other state/local contracts in Utah, Colorado, Maryland, Region 1 Council, IL, Florida Sheriff's, the City of Tucson, AZ, State of New York and GSA. The Blink team has a proven record of accomplishment in managing stakeholders' communication, objectives, and expectations to successfully complete projects no matter the size or intent of sustainability, whether it be public or fleet. Blink's annual sales volume for these contracts is approximately \$6-7M.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold a GSA Multiple Award Schedule (MAS) contract, allowing us to offer our products and services directly through the GSA marketplace. Additionally, we have established partnerships with companies that hold their own MAS and Blanket Purchase Agreement (BPA) contracts, through which they also distribute our products. This network enhances accessibility and flexibility for government agencies seeking to procure our solutions through various contract vehicles. Blink has approximately \$25,000 in sales on our GSA contract.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Baltimore	Nicholas Hirsch, Superintendent of Fleet Administration	(443) 604-4877	*
City of Walnut Creek	Karlán Larson, Traffic Control Supervisor	(925) 943-5899 Ext. 2443	*
City of Minneapolis	Daniel Colvin, Project Coordinator	(612) 673-2788	*

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

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

Line Item	Question	Response *	
26	Sales force.	<p>Blink's total employee count in the U.S. now stands at 224 and continues to grow. Specifically, our sales organization includes more than 28 personnel.</p> <p>Blink maintains a largely direct-to-customer sales structure that is territory-based. Specifically, the U.S. is divided into an "East Region" and "West Region," each led by a Regional Sales Manager. Supporting the RSMs are 19 Territory Sales Managers responsible for an assigned set of states, living within the geographic scope of their markets. This structure enables them to develop local relationships and better understand their markets. They also conduct site visits to assist customers with EVSE installation planning.</p> <p>Canada is managed by Territory Sales Managers aligned with the nearest U.S. territories directly north of them. The flexibility of our sales structure allows us to pull in other U.S.-based resources as needed to support specific opportunities.</p> <p>Finally, Blink works with a network of resellers across the U.S. that generally have both sales and installation capabilities. These resellers typically have licensed electricians on staff and can quote both hardware and installation services. From a support perspective, Blink maintains a "24/7/365" multilingual Customer Support Center in Tempe, AZ. This facility is staffed by full-time Blink employees who field customer phone calls and email contacts, coordinate repair/replacement services, and assist customers with navigating the Blink Network cloud-based software platform. Since our founding in 2009, Blink has established a comprehensive network of subcontracted installation and repair partners that are dispatched within 24 hours of contact. For Level 2 chargers where a warranty is in place or where Blink owns and operates equipment, we will simply replace chargers instead of attempting to repair them onsite.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Blink's network of authorized sellers includes multiple electrical distributors and value-added resellers. This group of authorized sellers can resell our charging stations and software.	*

28	<p>If your proposal includes delivery of services by prequalified contractors, describe your method of prequalification. State how prequalified contractors will be identified or selected by Sourcewell Participating Entities in the event of contract award.</p>	<p>Blink prides itself on being an open easy to install platform that any licensed contractor can install. We do NOT require additional certification or pre-qualification for the installation of our product. Our contractors have been vetted based on:</p> <ul style="list-style-type: none"> - Experience working with Blink - Experience in installing EVSE - Review of Blink training materials including spec sheets, videos, manuals, etc. - Inspection of completed work including workmanship, NEC code compliant, local code compliance, ADA compliance, timeliness, and professionalism - Ability to program chargers accurately - Insurance requirements - Ability to obtain proper documents including permitting and close out documents - Knowledge and ability to handle Blink specific install items and related tasks 	*
29	<p>Service force.</p>	<p>Blink has unique industry leading service model of full replacement guarantee. This is achieved through our wide network of warehouses in strategic geographic regions. Blink products are not dependent on part replacement or repeated service calls for troubled units. This ensures customer satisfaction and an SLA uptime guarantee of 97% for all units worldwide.</p> <p>In instances when a technician is needed to troubleshoot or provide on-site assistance, Blink's service force consists of 2 field technicians and 3 NOC agents. Blink also utilizes its network of state licensed electrical contractors that can cover all of the US, Canada, and US territories both rural and metro. Blink will provide 24hr service response for ALL customers.</p> <p>Blink also will provide design, project management, and installation services through our electrical contractor network. Blink will provide these as "open market" items per a customized scope of work and quote in conjunctions with our partners.</p>	*
30	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Blink will establish a master "Sourcewell" account in our CRM system as the parent account, with individual orders/entities ("child accounts") associated with the parent account to enable regular quarterly reporting to Sourcewell.</p> <ol style="list-style-type: none"> 1. Purchase orders are submitted by local account representatives or through the online portal. 2. Orders are processed into Blink's CRM system by the operations team, triggering invoicing. The order is then shipped, and installation is scheduled (if required) with a Notice to Proceed. 3. Units are installed and commissioned/activated onto the Blink Network. <p>Blink utilizes industry-leading technology for customer relationship management (Salesforce) and accounting/billing (Oracle NetSuite). Upon award, a Master Service Agreement (MSA) will be established under the Sourcewell contract, linking all entities quoted using the Sourcewell contract to a single MSA. All corresponding Sourcewell contract pricing will be cataloged under the MSA and integrated into the sales process from quote to order fulfillment.</p> <p>The direct integration of Salesforce and NetSuite ensures complete contract compliance under the MSA from quote to order processing. Upon receipt of a purchase order, NetSuite logs all transactions under the Sourcewell MSA, providing a complete audit log for easy quarterly reports and remittance.</p> <p>Additionally, Blink has established a dedicated oversight team composed of the Director of Finance, Compliance, Customer Success, and the Director of Government Programs. This team ensures human oversight of all transactions, reinforcing compliance and accountability within the Sourcewell contract framework.</p>	*

31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>The customer success team is comprised of 8 individual customer support representatives and account managers. They are managed by the Senior Manager of Customer Success, Yudaska Sanoja. They provide support via phone and email and are available 24x7x365. We respond to customer inquiries as quickly as possible and aim to respond the same business day. All Key Performance indicators on response time and issue close out are closely monitored to ensure overall 97% uptime as per our company SLA.</p> <p>The process for providing support is that an inquiry comes in via phone or email and a case is created. The support representative will work to resolve the case and will partner with other departments as needed, such as our field services team for repairing stations. The support team will also escalate internally if an issue is not being resolved quickly or if a repeated issue occurs. Once the issue is resolved, then the case is closed, and the customer is notified of ticket close out. All calls or issues are available for review upon request by the requesting entity.</p> <p>If a station owner needs to be involved in troubleshooting and fixing the station, then the account manager will also be involved in solving the issue, such as restarting the station or providing instructions on how to ship a station back to Blink.</p> <p>Customer support team members have metrics in place to monitor the phone calls, cases worked, and responses to customers. This team works hand in hand with account management team and sales to ensure customer satisfaction. In addition, quarterly business reviews will be done by the sales team and account management team to ensure ongoing success and consultation on current state vs future state.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Blink will provide all Blink products and services to Sourcewell participating entities across all 50 states. Blink currently operates in the U.S., Latin America, Europe and the Middle East.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Blink has full operational coverage of sales and support in Canada. We actively market and sell to these entities.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	N/A	*
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	N/A	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*
38	Describe the process for installation of your products and services and explain the method of quotation, as applicable.	<ol style="list-style-type: none"> 1. Site Selection: site identification and validation based on requirements. 2. Site Assessment: collect site specific data including easements, zoning, existing power sources and determine the most efficient location for installation. Typically includes three bids from contractors. 3. Design and Permit: once contractor is selected, develop construction documents and timelines. Plans and specifications are based on customer, property owners, local utility company requirements, etc. 4. Construction Management: coordination of installation/construction activities between Blink, site host and contractors. Infrastructure and equipment are installed. 5. Commissioning and Closeout: activate hardware to Blink network, validate at Network Operations Center in Tempe, AZ, train local users on Blink network platform, features and functionality. 	*
39	Demonstrate your capabilities to provide solutions offered by providing a list of significant government, public agency, or similar entity projects completed in the past five (5) years.	Our organization has a well-established history of delivering high-impact solutions to government agencies, public entities, and similar institutions. Over the past five years, we have successfully executed a range of projects that showcase our expertise in compliance, project management, and innovative infrastructure solutions. These projects reflect our ability to meet stringent regulatory requirements, manage complex logistics, and ensure the efficient deployment of resources. Attached is a list of significant projects that highlight our capabilities and commitment to excellence.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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<p>40</p>	<p>Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Blink will use a combination of sales and marketing programs to help market the Sourcewell contract. The sales team has extensive coverage in all 50 states and field offices in each major region of the country. This provides Blink with key insights into local markets and access to industry contacts, many of which we sell products and services to. Our sales team and our extensive database, curated over the years, have access to clients and prospects in education at schools and universities, as well as state and local government and other qualified entities who would benefit from the Sourcewell contract. Blink will implement a 360-degree marketing strategy for Sourcewell that includes, but is not limited to, the following:</p> <ul style="list-style-type: none"> • Email Campaigns - Blink will develop and deliver targeted email campaigns to create awareness about the Sourcewell contract and its many benefits. We will target both prospects and eligible customers. • Internal Sales Training - Regional and national sales managers will be educated on the benefits of the Sourcewell contract. • Internal Communications - In addition to training, Sourcewell program materials and assets will be shared internally through email and placed in our internal marketing portal. • Website Presence - The Blink website will feature a dedicated Sourcewell page housing all relevant contract information, price sheets, product flyers, technical documents, and contract updates. • SEO and Google Ads - Blink will use search engine optimization techniques to drive "Sourcewell" traffic to the site. Digital materials will include metadata to enhance credibility and search rankings. Additionally, a Google Ads campaign will drive PPC traffic. • Marketing Materials - Blink will develop co-branded Sourcewell flyers and materials to create awareness and outline the contract's benefits for public-facing customers and prospects. These materials will be available on the Sourcewell webpage and company intranet. • Conferences and Regional Shows - Blink will attend national government procurement events to showcase products and services while promoting the Sourcewell contract. Additionally, sales managers will schedule regional shows throughout the U.S. to support these efforts. • Press Releases - A press release announcing the Sourcewell contract's availability and benefits will be published on our website and promoted through social media channels, enhancing SEO strategy. • Webinars - Monthly educational webinars will promote the Sourcewell contract and raise awareness. <p>Marketing Assistance As part of the initial deployment program, Blink marketing provides clients with a draft press release and social media posts announcing their commitment to EV charging infrastructure. Marketing collateral will highlight EV and sustainability efforts. Clients can also request Blink marketing support for public communications about EV chargers, including emails, community announcements, business outreach, auto dealer outreach, public service announcements (PSAs), and planning/executing ribbon-cutting or ride-and-drive events.</p> <p>Resources EV drivers and Blink members can stay informed through the Newsroom and Blog sections of Blink's website, a bi-monthly EV newsletter, and frequent social media updates. The Blink Charging website provides extensive resources for EV charger host locations, including Host Resources, Construction Resources, and FAQs. Key documents are available in English, Spanish, and French, with additional languages upon request. The website also includes detailed product specifications, installation guides, and accessibility information. Blink's YouTube channel offers short informational videos for EV drivers and host locations, including installation tutorials. New Blink hosts receive a physical new host kit containing essential information about hosting Blink equipment, a primary point of contact within the company, and promotional materials to raise awareness about the new chargers.</p> <p>Community Outreach Blink will leverage its significant marketing resources to support the deployment of EV charging programs at host sites. This includes meeting with stakeholders to understand their goals and objectives. Once objectives are established, Blink can assist in creating internal awareness campaigns, hosting informative webinars, conducting training sessions, and coordinating direct outreach to key stakeholders. To advance awareness, Blink will assist in developing a program and environmental metrics that highlight the program's tangible and intangible benefits while tracking progress against set goals. Blink will provide guidance on leveraging this information to support broader sustainability efforts. Regularly sharing success metrics often generates additional opportunities for further engagement.</p>
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41	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Blink is a technology company that provides EV charging solutions to site hosts and EV drivers across the United States, Central and South America, Europe, and the Middle East. Blink relies heavily on technology to drive its business forward. To attract new site hosts for the deployment of Blink products, we utilize a mix of traditional and digital marketing tools, including pay-per-click advertising, social media, and content creation. These efforts generate leads that flow into our proprietary CRM system, built on Microsoft Dynamics 365. This CRM is used throughout the customer journey, transitioning from a marketing and sales repository to a customer relationship management tool once a potential site host becomes a Blink site host. The CRM is seamlessly integrated into the Blink Network, a purpose-built technology platform that connects Blink's EV chargers with its technology infrastructure and database. The Blink Network houses all charger data, ensuring that site host EV charger data is associated with the specific site host and its delegates.</p> <p>As a Blink site host, monthly statements of usage are sent, informing hosts of the activity on their charging stations. Blink maintains regular communication with site hosts through email newsletters, training sessions, informative webinars, and host-specific social media to keep them engaged. Email communications also include promotions and special offers. New site host EV chargers are promoted via the Blink Network API integration into Plugshare and the Blink Mobile app, alerting drivers to the equipment's availability, charging speeds, rates, and site-specific location details. Blink encourages joint press releases with new site hosts to announce deployments and public charging availability. New site hosts also receive a physical New Host Welcome Kit, which provides valuable information about their charging stations, key contacts for support, and marketing materials to help promote the new equipment to tenants, residents, and EV drivers.</p> <p>As a Blink Member, the Blink Network collects the EV driver's name, mailing address, email, and payment information, allowing easy fund additions to their account. Contact information is used for driver charging notifications, payment notifications, and bi-monthly informative email newsletters. To further Blink member engagement, Blink utilizes a variety of social media channels, public events, giveaways, and email communications. The Blink website also features a regularly updated blog covering topics relevant to both site hosts and EV driver members.</p> <p>Many Blink products have a display screen that is occasionally used to communicate with members or share EV driver promotions and special offers. The Blink Network features an EV driver portal where drivers can log in to view their charging history, update payment information, and access CO2 and cost/gasoline savings calculators.</p> <p>Blink places significant emphasis on leveraging the latest digital marketing technologies. Over the years, Blink has improved its domain authority and uses digital data to attract more visitors to its website and enhance search engine rankings. Every piece of content created follows SEO best practices, including optimized metadata, descriptions, keywords, and related search terms. Digital materials related to Sourcewell, including webpages, PDFs, articles, blog posts, webinars, and images, are optimized for indexability.</p> <p>Blink also utilizes social media platforms such as Facebook, Twitter, LinkedIn, and Instagram to announce awarded contracts, educate followers on Sourcewell news and program updates, and share blog articles and webinars. Additionally, Blink sends e-newsletters announcing key contracts and includes mentions in monthly webinars to keep stakeholders informed.</p>	*
42	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Blink views Sourcewell's role simply as providing the centralized platform for sourcing purposes and assisting Blink with complete and accurate information on the portal. If possible, visibility into local opportunities through RFPs and similar would be helpful. Given that Blink already works with government entities across the U.S., we do not anticipate any material changes to our sales process. Our local sales representatives will act as local points of contact for specific opportunities and guide the order from inception through delivery.	*
43	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the complexity of Blink's products and services, which require detailed configuration and a solutions-based, consultative approach, we do not offer ordering through e-procurement. As a customer-focused company, Blink ensures that our sales managers work closely with clients to match products and services to their specific needs and specifications. Additionally, our Post-Sales Account Management team collaborates with clients to set up and configure pricing and access control for our products.	*

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

Line Item	Question	Response *
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44	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Blink has a library of training materials that we offer to all customers to view and understand our user-friendly products. With regards to further details of owner questions, Blink will set up one on one training with our customers to fully comprehend our network portal and usage of the equipment.	*
45	Describe any technological advances that your proposed Solutions offer.	<p>Blink offers a range of advances / capabilities for key stakeholders including charging station owners, drivers and third-party partners. Software/Charging Management Capabilities for Charging Station Owners Blink's charging management software includes:</p> <ul style="list-style-type: none"> • Commercial Charging Management Software - This software includes exceptional capabilities for commercial charging station owners to easily provide charging services at their properties. The software enables our customers to easily configure their charging program for preferred pricing and access policies as well as monitor and manage their program through a robust reporting capability. This software enables workplaces to manage access control and provide charging to employees. The software also enables other facilities such as retail locations to monetize charging. • Multifamily Charging Management Software - This software enables multifamily firms to easily implement dedicated charging programs for individual apartment tenants. The software can enable multifamily customers to easily establish pricing policies, manage direct billing of individual tenants and monitor utilization and energy usage across their portfolio. • Load Management Software - Blink's Load Management software enables charging station owners to optimize their charging program by adjusting the power delivery of their chargers. The software enables customers to easily perform both Peak Power Management and Power Sharing Management across a group of chargers at the circuit, panel or site level. Peak Power Management includes the ability to set peak power in a variety of ways including dynamic demand response (i.e. in response to external signals from either an electric utility or third-party building management software platform). Power Sharing Management includes the ability to select either static or dynamic algorithms for sharing the peak power across a group of chargers. • Fleet Management Software – Blink's Fleet Management Software enables a fleet manager to manage charging either by fleet vehicle type or by individual vehicle. The software includes the capability to establish key charging parameters such as expected vehicle plug-in time, start-of-charge time, target delivered energy and expected plug-out time. The fleet management software algorithm uses machine intelligence and data analytics to optimize charging for fleet vehicles. Also, Blink's software is easily integrated with vehicle telematics platforms, route planning software and traditional fleet management software platforms. • Software Charging Management Capabilities for EV Drivers - Blink has both cloud-based software and mobile smart phone apps for EV drivers. Blink's cloud-based software has a range of features which include enabling drivers to set-up a Blink account, provide a method of payment, provide notification preferences (e.g. text message when battery fully charged), as well as track and monitor charging history. Blink's smart phone apps enable drivers to easily find chargers, check real-time availability and start and pay for charging sessions. Our smart phone app also includes application specific features such as a "wait list" capability for drivers to be notified when a charger becomes available at their property. • Software Charging Management Capabilities for Third Party Partners - Blink has a strong commitment to providing our customers (i.e. charging station owners/operators) exceptional value by both delivering an exceptional charging solution as well as integration and interoperability with key value-added players in the charging ecosystem (e.g. auto makers, electric utilities, other EV network service providers and third-party software application providers). As part of this commitment, Blink fully embraces industry interoperability standards including OCPP, OCP and Open ADR 2.0b. • Charging as a Service (CAAS) - Follows standard capital model leasing for large transaction sizes 1-5 year. This can be customized method uses the charger as owner/operator model for revenue recuperation. 	*
46	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Blink was founded with the mission to do our part in slowing climate change by reducing greenhouse gas emissions caused by transportation, therefore, Blink provides all employees with an EV incentive to encourage them to commit to an electric vehicle. In addition to providing an EV incentive, Blink has committed to provide office locations that are centrally located in major urban areas allowing employees to commute to and from work via alternative modes of transportation. Recycling is also strongly encouraged at all Blink office locations.</p> <p>As an EV charging infrastructure provider, Blink also frequently works with like-minded green companies to further the message of clean transportation, clean energy and earth-friendly lives. Blink frequently features clean living tips on social media and its blog. In addition, Blink often co-markets informative webinars, panels, and discussions surrounding clean energy and environmentally friendly living with partner organizations.</p>	*

47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Our chargers are UL certified and Energy Star rated. Many of our chargers are CTEP certified.	*
48	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Blink is dedicated to slowing climate change by reducing greenhouse gas emissions caused by transportation. Blink supports this mission through the build-out of EV charging infrastructure across the US and around the world, aiding in the adaption of electric vehicles.</p> <p>Blink has created our own proprietary network and charging solution program that we manufacture ourselves to supply the electric vehicle drivers, fleet owners, business and governmental entities with fully complimented and solution-based products. It's our belief that the shift from petroleum-based transportation to electric transportation will have a measurable impact for better air quality and less pollution emissions in high adoption regions of the country. The Sourcewell participating entities will have the benefit of doing commerce with Blink which has been a leader in this transition to cleaner transportation.</p>	*
49	Describe all end-user payment methods offered for charging, as applicable.	Blink app, Google Pay, Apple Pay, RFID Cards, all major credit cards, and Tap to Pay	*
50	Identify the data collected when your equipment, products, and services are accessed by an end-user.	<p>We collect the following information for the initial installation of our equipment:</p> <ul style="list-style-type: none"> -Serial Number of New Charger -Breaker Amperage -Leg Wire Gauges -Ground Wire Gauge -Length of Wire ran from Breaker to Charger -Leg Voltages: (Leg 1 to Ground, Leg 2 to Ground, and Leg 1 to Leg 2) -Location Name -Location Address -Latitude -Longitude <p>*We would also need the following pictures for each of the chargers Installed:</p> <ul style="list-style-type: none"> -Ring Terminal Crimps (Without Insulator) -Serial Number -Full Unit -Full Location (20 steps away from unit) -Breaker Panel <p>We Collect the following information when signing up as a Blink Member:</p> <ul style="list-style-type: none"> -Name -Email -Billing Address -Phone -Payment information <p>*Optional information on Blink Membership account</p> <ul style="list-style-type: none"> -Birthday -Car Year/Make/Model -Primary Address -Mailing Address <p>We Collect the following information for charge events on the stations:</p> <ul style="list-style-type: none"> -Serial Number of the charger -How the charger was started (Remote start through APP, Blink Code, Membership card, Credit Card) -Length of charge time/Length of parking time -Amount of kW delivered to vehicle. -Total Cost 	*

<p>51</p>	<p>Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable.</p>	<p>Blink is fully committed towards data protection and has comprehensive measures in place meet the data security to ensure the protection and privacy of all users and data. In addition, below are the details of multiple security measures and compliances followed by Blink to uphold security standards:</p> <ol style="list-style-type: none"> 1. Penetration Testing Results 2. Data Encryption 3. User Access Rights Management 4. Information Retention and Disposal 5. Third-Party Risk Management: 6. Security Awareness 7. Vulnerability Management 8. Network and Boundary Protection 9. Change Management 10. Risk Management: 11. Data Back up and Disaster Recovery <p>Blink also has a comprehensive approach to securing Personal Identifiable Information (PII) within Blink Network. Given the increasing volume of sensitive data processed and the regulatory requirements surrounding data privacy, we implement a robust set of security measures to safeguard PII, ensuring both compliance and the trust of our stakeholders.</p> <ol style="list-style-type: none"> 1. To ensure that all PII is securely stored, processed, and transmitted. 2. To comply with relevant data protection regulations (GDPR, CCPA, etc.). 3. To mitigate risks related to data breaches, unauthorized access, and data misuse. 4. To establish a clear framework for handling PII throughout its lifecycle, from collection to disposal. <p>As part of PII data security measures, Blink follows the following principle key principles:</p> <ol style="list-style-type: none"> 1. Data Minimization and Purpose Limitation 2. Data Encryption 3. Access Control 4. Data Anonymization and Pseudonymization 5. Monitoring and Auditing 6. Data Retention and Disposal <p>Securing PII is a critical component of maintaining the privacy and trust of our customers, partners, and employees. By implementing the measures outlined in this proposal, Blink Network is better positioned to protect sensitive data, comply with privacy regulations, and mitigate security risks.</p>
<p>52</p>	<p>Demonstrate your capabilities around long-term stewardship of proposed equipment, products, or services offered such as maintenance, performance warranties and guarantees, operational uptime, hardware warranties, and similar stewardship functions.</p>	<p>Blink offers base warranty, extended warranty (through EVSTAR), and preventative maintenance (Blink Care) options for Blink family of charging products. All Blink Level 2 charging stations come with a one-year parts warranty. All Blink Level 3 charging stations come with a two-year parts warranty. Warranty coverage is available for up to a period of 5 years from the date of installation. Please see attachments for more details on our extended warranty and preventative maintenance offerings.</p> <p>Blink chargers/EVSE are able to receive communications with an uptime of minimum 97%.</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
53	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.	Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Blink does not hold status as a Minority Business Enterprise (MBE).
54		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Blink does not hold status as a Women Business Enterprise (WBE).
55		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Blink does not hold status as a Disabled-Owned Business Enterprise (DOBE).
56		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Blink does not hold status as a Veteran-Owned Business Enterprise (VBE).
57		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Blink does not hold status as a Service-Disabled Veteran-Owned Business (SDVOB).
58		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Blink does not hold status as a Small Business Enterprise (SBE).
59		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Blink does not hold status as a Small Disadvantaged Business (SDB).
60		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Blink does not hold status as a Women-Owned Small Business (WOSB).

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
61	Describe your payment terms and accepted payment methods.	Payment Terms: Net 30 Accepted Payment Types: ACH, credit cards, check
62	Describe any leasing or financing options available for use by educational or governmental entities.	Blink offers a low monthly payment option to fund the charging stations and installation. Key features of the financing option: <ul style="list-style-type: none"> • Includes both the equipment price as well as installation project price • May include extended warranty and network service fees • Capital lease, so you can recognize as an asset on your balance sheet and: <ul style="list-style-type: none"> o Realize depreciation benefits o Realize potential state and local tax credits for purchasing EV charging equipment o Lease term flexible, from 12-60 months o At end of term, can buy-out the lease All financing is based on final credit approval.
63	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Purchase Orders, Blink Terms and Conditions, On-boarding form, Contact form, ACH Remittance Form Blink's T&Cs can be found here: https://blinkcharging.com/legal/terms-and-conditions-of-purchase All other document are in the attachments.

64	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes we can process payments through p-cards. Additional costs would be any applicable processing fees.	*
65	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Blink is offering various discounts per line item. All line items have a corresponding discount associated with them. Network service and warranties typically are not discounted items hence our 0% discount, but Blink will consider volume based discounts on these items on a per opportunity basis.	*
66	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Blink is offering discounts of up to 40% off MSRP, with savings varying by line item.	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	Beyond pricing providing in this bid, Blink has the following volume discounts available: <ul style="list-style-type: none"> • 100 – 300 units: additional 2% discount • 301 – 500 units: additional 3% discount • 501 + units: additional 5% discount 	*
68	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Depending on the product or service that was needed, if it falls within the scope of the resulting contract, we would first attempt to get the item added to the contract. If for some reason the customer needed it right away or we were not able to add it, Blink will offer them an open market price, based on a discount from MSRP. Blink will also offer all complete turnkey design, electrical, construction, project management, utility work as an open market item. The complexity and variability of each customer make it impossible to determine an upfront cost to Blink without an onsite evaluation and require a custom quote to ensure the customer is completely satisfied with the product. Our pricing sheet reflects this need for a customized quote.	*
69	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<ul style="list-style-type: none"> • All Blink products are quoted with shipping costs as a line item. • Blink charges a 8% credit card transaction fee due to credit card company surcharges associated with "micro transactions" (typically \$10 or less) which represents a large percentage of charging sessions. 	*
70	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Blink utilizes standard shipping rates and national carriers.	*
71	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Blink does not have any difference in terms to any offshore deliveries, or states/territories outside of the contiguous US.	*
72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*
73	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	Since Blink is manufacturing its own equipment, our contracted sources of equipment costs can change based on fluctuating commodity prices. Blink's global sourcing partners offer good structure to a baseline cost that is predictable, therefore we can assess our end pricing to the customer each quarter of the year to offer the best and most competitive pricing. In the event pricing changes prior to quarterly reviews, we will update our pricing models and communicate price changes to our contracted customers.	*
74	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Internal metrics used to track success are based on utilization of the chargers and income produced by this. We would compare with other locations to see how they stack up.	*
75	Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The propose an Administrative Fee will be payable to Sourcwell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	2%	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
76	The pricing offered does not fit the categories above. Please specify the basis for the pricing offered, including any unique circumstances or justifications that apply.	Blink's pricing structure is determined by a variety of factors tailored to each specific offering. Key considerations include volume-based discounts, the overall scope and scale of the contract, the potential number of users, and other unique elements relevant to the agreement. This ensures that our pricing remains competitive, equitable, and aligned with the needs of our customers. For this particular offering, the pricing reflects these considerations and has been structured to provide the best possible value while maintaining the quality and service standards Blink is known for.

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

Line Item	Question	Response *
77	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Blink is offering a full line of Level 2 and Level 3 charging stations for employee, general public, and fleet operations. We offer equipment at 30-80 amp power output. All equipment comes with a fully integrated smart charging network operated via cellular infrastructure. Please see attached spec sheets.
78	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Level 2 AC charging equipment Level 3 DCFC charging equipment Fully networked and supported charging stations services Operation and Maintenance/Warranty Operations Support Marketing Support Grants and RFP Support Tech Support Accounting and Financial Support 24/7 NOC Team – Customer Service Support
79	Demonstrate your experience and capabilities installing and supporting Level 3 DC Fast Chargers	Blink has thousands of DC fast chargers deployed including over 300 high power DC's in speeds of 180kW, 240kW, and higher. These are deployed all throughout the US and several international destinations. Blink has been deploying DC Fast Chargers since 2013 giving us one of the longest track records in this space. We've deployed several make and models including Tritium, Tellus, Zerova, ABB, Efacec, BTC, as well as our in-house Series 9 DC. Blink has its EV charging footprint across the country.
80	Demonstrate the capabilities of proposed equipment, products, or services in regard to Charger-to-Charger Network Communication, Charging Network-to-Charging Network Communication, and Charging Network-to-Grid Communication.	Blink has OCPI API integrations with dozens of vehicle, OEM, and Charging Network partners to provide seamless roaming to Blink stations as well as displaying station location and status in as many 3rd party platforms as possible. Blink shares station status and location Google Maps, Apple Maps, Here Maps, PlugShare, and many other platforms. Blink also provides that and roaming payment ability on ChargeHub, FordPass, MyChevy, MyBMW, ChargePoint, and other automotive OEM systems and other charging networks. Blink also supports OpenADR and other network to grid communication technologies.

Table 7B: CATEGORY 1 ON-GRID *ONLY SUBMIT FOR CATEGORY 1 OR CATEGORY 2*****

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

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

Line Item	Category	Requested equipment, products or services	Offered *	Comments
81	Category 1: On-Grid Electric Vehicle Supply Equipment and related services	All forms of network and non-network electric vehicle charging hardware and related infrastructure, including charging stations	<input checked="" type="radio"/> Yes <input type="radio"/> No	Blink will meet this criteria.
82		Services related to the offering of electric vehicle charging hardware, including maintenance, repair, parts, supplies, and training	<input checked="" type="radio"/> Yes <input type="radio"/> No	Blink will meet this criteria.
83		Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	Blink will meet this criteria.
84		Electric vehicle supply network service providers and operators, charge monitoring and reporting services, billing services, grid and power management solutions, with related software technology	<input checked="" type="radio"/> Yes <input type="radio"/> No	Blink will meet this criteria.
85		Category 1 responders MAY include off-grid (Category 2) solutions in their response, are you proposing Category 2 equipment?	<input type="radio"/> Yes <input checked="" type="radio"/> No	Blink is not including off-grid solutions in our response.

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

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

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

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

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

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

Do you have exceptions or modifications to propose?	Acknowledgement *
	<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](#) - Blink - Pricing 2.18.25.pdf - Tuesday February 18, 2025 16:04:33
- [Financial Strength and Stability](#) - Blink - Financial Statement.pdf - Tuesday February 18, 2025 12:01:01
- [Marketing Plan/Samples](#) - Blink - Marketing Plan Samples.pdf - Tuesday February 18, 2025 12:00:24
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Blink - Standard Documents.pdf - Tuesday February 18, 2025 13:14:27
- [Upload Additional Document](#) - Blink - Additional Documents.zip - Tuesday February 18, 2025 15:40:43
- Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_Electric_Vehicle_Supply_Eqpt_RFP 021825 Mon February 10 2025 04:10 PM	<input checked="" type="checkbox"/>	2
Addendum_7_Electric_Vehicle_Supply_Eqpt_RFP 021825 Fri February 7 2025 03:13 PM	<input checked="" type="checkbox"/>	2
Addendum_6_Electric_Vehicle_Supply_Eqpt_RFP 021825 Thu February 6 2025 08:02 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Electric_Vehicle_Supply_Eqpt_RFP 021825 Fri January 31 2025 02:11 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Electric_Vehicle_Supply_Eqpt_RFP 021825 Mon January 27 2025 04:16 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Electric_Vehicle_Supply_Eqpt_RFP 021825 Thu January 23 2025 03:27 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Electric_Vehicle_Supply_Eqpt_RFP 021825 Wed January 22 2025 03:23 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Electric_Vehicle_Supply_Eqpt_RFP 021825 Mon January 6 2025 03:00 PM	<input checked="" type="checkbox"/>	1



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

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

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

SOLICITATION SCHEDULE

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

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and master agreement award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

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

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

B. USE OF RESULTING MASTER AGREEMENTS

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

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

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

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

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

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

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

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

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

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

C. INTERGOVERNMENTAL SUPPORT AGREEMENTS

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

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

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

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

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

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

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

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

C. REQUIREMENTS

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

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

D. PROSPECTIVE MASTER AGREEMENT TERM

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

E. ESTIMATED MASTER AGREEMENT VALUE AND USAGE

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

F. MARKETING PLAN

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

G. ADDITIONAL CONSIDERATIONS

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

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

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

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

B. ADMINISTRATIVE FEES

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

IV. MASTER AGREEMENT

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

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

Exceptions must:

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

Unclear requests will be automatically denied.

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

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

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

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

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

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

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

C. ADDENDA

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

Before a proposal will be accepted through the Sourcwell 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 Sourcwell 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 Sourcwell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcwell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

1. make any required adjustments to its proposal;
2. acknowledge the addenda; and
3. ensure the re-submitted proposal is received through the Sourcwell 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 Sourcwell 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 Sourcwell. **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 Sourcwell is solely determined by the Sourcwell Procurement Portal web clock.

In the event of problems with the Sourcwell 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 Sourcwell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcwell'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 Sourcwell Procurement Portal Vendor Account and register for this solicitation opportunity.

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

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

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

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

F. PROPOSAL WITHDRAWAL

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

G. OPENING

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

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

VI. EVALUATION AND AWARD

A. EVALUATION

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

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

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

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

B. AWARD(S)

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

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

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

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

C. PROTESTS OF AWARDS

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

A protest must include the following items:

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

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

D. RIGHTS RESERVED

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

Sourcewell reserves the right to:

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

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

E. DISPOSITION OF PROPOSALS

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

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



1/6/2025

Addendum No.1

Solicitation Number: RFP 021825

Solicitation Name: Electric Vehicle Supply Equipment with Related Services

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

Question 1:

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

Answer 1:

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

End of Addendum

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



1/22/2025

Addendum No.2

Solicitation Number: RFP 021825

Solicitation Name: Electric Vehicle Supply Equipment with Related Services

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

Question 1:

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

Answer 1:

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

End of Addendum

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



1/23/2025

Addendum No.3

Solicitation Number: RFP 021825

Solicitation Name: Electric Vehicle Supply Equipment with Related Services

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

Question 1:

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

Answer 1:

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

Question 2:

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

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

Answer 2:

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

End of Addendum

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



1/27/2025

Addendum No. 4

Solicitation Number: RFP 021825

Solicitation Name: Electric Vehicle Supply Equipment with Related Services

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

Question 1:

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

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

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

Answer 1:

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

End of Addendum

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



1/31/2025

Addendum No. 5

Solicitation Number: RFP 021825

Solicitation Name: Electric Vehicle Supply Equipment with Related Services

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

Question 1:

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

Answer 1:

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

End of Addendum

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



2/06/2025

Addendum No. 6

Solicitation Number: RFP 021825

Solicitation Name: Electric Vehicle Supply Equipment with Related Services

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

Question 1:

Table 2B: References/Testimonials

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

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

Answer 1:

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

End of Addendum

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



2/07/2025

Addendum No. 7

Solicitation Number: RFP 021825

Solicitation Name: Electric Vehicle Supply Equipment with Related Services

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

Question 1:

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

Answer 1:

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

Question 2:

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

Answer 2:

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

Question 3:

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

Answer 3:

See answer to question #1 above.

Question 4:

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

Answer 4:

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

End of Addendum

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



2/10/2025

Addendum No. 8

Solicitation Number: RFP 021825

Solicitation Name: Electric Vehicle Supply Equipment with Related Services

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

Question 1:

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

Answer 1:

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

Question 2:

How often can pricing be amended during contract term?

Answer 2:

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

Question 3:

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

Answer 3:

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

Question 4:

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

Answer 4:

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

Question 5:

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

Answer 5:

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

Question 6:

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

Answer 6:

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

End of Addendum

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

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Sneh Patel

sneh.patel@nashville.gov

Security Level: Email, Account Authentication
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Sneh Patel

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Michelle A. Hernandez Lane

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Deputy Director of Finance

Metro

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(None)

Michelle A. Hernandez Lane

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Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication
(None)

Jenneen Reed/mjw

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Accepted: 5/20/2026 3:11:00 PM

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Security Level: Email, Account Authentication
(None)

Kelli Woodward

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Viewed: 5/20/2026 4:13:23 PM

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Procurement Resource Group
prg@nashville.gov
Metropolitan Government of Nashville and Davidson
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Security Level: Email, Account Authentication
(None)
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Certified Delivery Events	Status	Timestamp
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Sally Palmer
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Security Level: Email, Account Authentication
(None)
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Accepted: 5/14/2026 7:44:09 AM
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(None)
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Accepted: 5/20/2026 4:13:23 PM
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Not Offered via DocuSign

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Electronic Record and Signature Disclosure:
Accepted: 5/13/2026 2:11:08 PM
ID: d53baa7d-2129-4d11-9c0b-f34bad116cf6

Gary Clay
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Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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John Stewart

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Security Level: Email, Account Authentication
(None)

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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,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

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

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

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

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

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

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

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

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

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