

**MASTER AGREEMENT #081325**

CATEGORY: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories
SUPPLIER: Tesla, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Tesla, Inc., 1 Tesla Road, Austin, TX 78725 (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 November 13, 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 # 081325 to Participating Entities. In Scope solutions include:
 - a. Category 2: Electric Propulsion Systems ONLY Automobiles, SUVs, Vans, and Light Trucks:
 - i. Vehicles of the following types and classifications:
 - (1) Automobiles: mini, subcompact, compact, coupe, sedan, and full size;
 - (2) Sport Utility Vehicles: cross-over, light duty, and heavy duty;
 - (3) Vans: passenger and cargo; and
 - (4) Light Trucks: light duty, half-ton, three-quarter ton, and one ton.
 - ii. Vehicles of the types and classifications in subsections 7 a. i. (1)-(4). above with upfitting designed for:
 - (1) Public safety applications;
 - (2) ADA and paratransit applications;
 - (3) Service bodies and utility bed for light trucks; and
 - (4) Equipment, lighting, technology, accessories, safety products, and upfitting services directly related to turnkey solutions for subsections 7 a. ii. (1)-(3).
 - iii. A wide range of vehicles by seating or cargo configurations, drive train options, trim levels, and optional equipment offerings.
 - iv. Proposers may include related equipment, accessories, supplies, parts, and services to the extent that the solutions are directly related to turnkey solutions for subsections 7 a. i. and 7 a. ii. above.

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

- 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 Sourcewell 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 Sourcewell 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 Sourcewell 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) a Participating Entity accesses Supplier’s Included Solutions with United States federal funds; (b) has notified Supplier prior to the purchase that the Participating Entity is subject to the provisions below; (c) Supplier has approved and accepted said purchase

- 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 Sourcewell 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 Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.
- vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For 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 or Supplier 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 , 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.

- \$3,000,000 each occurrence Bodily Injury and Property Damage
- \$1,500,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$4,000,000 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 include 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. This additional insured status will only apply when Sourcewell has a direct interest in the Supplier's activities under this Contract.
- 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.

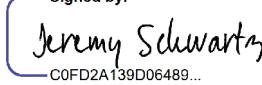
Article 3: **Supplier Obligations to Participating Entities**

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, including Supplier's standard terms of sale. 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:

By: Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/12/2025 | 1:03 PM CST

Tesla, Inc.

Signed by:

By: Mac Dunmire
Title: Senior Account Manager
Date: 11/12/2025 | 11:15 AM CST

RFP 081325 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name: Tesla, Inc
Address: 1 Tesla Road
Contact: Austin, Texas 78725
Email: mdunmire@tesla.com
Phone: 240-821-3055
HST#: 912197729

Submission Details

Created On: Wednesday June 25, 2025 09:16:12
Submitted On: Tuesday August 12, 2025 12:17:11
Submitted By: Mac Dunmire
Email: mdunmire@tesla.com
Transaction #: a658241e-5b5d-41c4-8692-856ec667f272
Submitter's IP Address: 147.243.240.179

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 * |
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| 1 | Provide the legal name of the Proposer authorized to submit this Proposal. | Tesla, Inc |
| 2 | In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N. | Y |
| 3 | Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell). | None |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | CAGE: 9B8E9 Unique Entity Identifier: VU8VCVEXW3L4 |
| 5 | Provide your NAICS code applicable to Solutions proposed. | 336110 |
| 6 | Proposer Physical Address: | 1 Tesla Road Austin, TX 78725 |
| 7 | Proposer website address (or addresses): | www.tesla.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): | Mac Dunmire Senior Account Manager 800 Connecticut Ave, Washington, DC 20006 mdunmire@tesla.com (240) 821-3055 |
| 9 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Mac Dunmire Senior Account Manager 800 Connecticut Ave, Washington, DC 20006 mdunmire@tesla.com (240) 821-3055 |
| 10 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Tesla B2B Fleet Team Fleetordersupport@tesla.com |

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

| Line Item | Question | Response * |
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| 11 | <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>Tesla's mission is to accelerate the world's transition to sustainable energy. Tesla was founded in 2003 by a group of engineers who wanted to prove that people didn't need to compromise to drive electric – that electric vehicles can be better, quicker and more fun to drive than gasoline cars. Today, Tesla builds not only all-electric vehicles but also infinitely scalable clean energy generation and storage products. Tesla believes the faster the world stops relying on fossil fuels and moves towards a zero-emission future, the better.</p> <p>Launched in 2008, the Roadster unveiled Tesla's cutting-edge battery technology and electric powertrain. From there, Tesla designed the world's first ever premium all-electric sedan from the ground up – Model S – which has become the best car in its class in every category. Combining safety, performance, and efficiency, Model S has reset the world's expectations for the car of the 21st century with the longest range of any electric vehicle, over-the-air software updates that make it better over time. In July 2020, we announced an updated Model S with an EPA-tested range of 647 kilometers making it the highest range EV in production. In 2015, Tesla expanded its product line with – Model X – the safest, quickest and most capable sport utility vehicle in history that holds 5-star safety ratings across every category from the National Highway Traffic Safety Administration. Completing CEO Elon Musk's "Secret Master Plan," in 2016, Tesla introduced – Model 3 – a low-priced, high-volume electric vehicle that began production in 2017. In 2019, Tesla unveiled – Model Y – a lower-priced, high-volume, mid-size SUV.</p> <p>To create an entire sustainable energy ecosystem, Tesla also manufactures a unique set of energy products that enable homeowners, businesses and utilities to produce and manage renewable energy generation, storage and consumption. Tesla is on the forefront of manufacturing real-world AI products in the humanoid robotics and autonomous driving spaces, with the goal of creating sustainable abundance for its customers. Tesla produces the most American made vehicles and some of the most efficient electric vehicle and complimentary products on the market. With a Sourcewell contract award, the public sector and Sourcewell partners can greatly accelerate their transition to sustainable energy, sustainable transportation, and sustainable communities.</p> |
| 12 | <p>What are your company's expectations in the event of an award?</p> | <p>Tesla's mission is to accelerate the world's transition to sustainable energy. The public sector is a critical customer segment in this transition to sustainable energy. The public sector, specifically state and local government entities, have approximately 1.5 - 2 million light duty vehicles. Tesla's goal, should it be awarded a contract, is to work with the Sourcewell members to electrify their fleets and help them achieve their EV goals.</p> <p>Being awarded a Sourcewell contract would remove the contracting hurdle that so many public sector buyers face. This award would accelerate the public sector's transition to sustainable energy with the industry leader in EV manufacturing. This is an opportunity to do good for a great country.</p> |
| 13 | <p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p> | <p>Tesla will answer this question in two parts: first the most recent quarterly report (10-Q released on July 23, 2025) and the most recent annual report (10-K released on January 29, 2025). The combination of these two documents provides a picture of Tesla's quarterly performance as well as the financial strength and stability of the company.</p> <p>Tesla is a publicly-traded company with a market cap of \$1+ trillion</p> <p>10-Q</p> <p>Tesla's total revenue for the first six months of 2025 was \$41.8 billion and net income was \$1.6 billion. The total assets are \$128 billion and total liabilities are \$50.5 billion, while Tesla's cash and cash equivalents at the end of the period amounts to \$16.7 billion. Tesla's debt-to-asset ratio is 0.39, significantly lower than the automotive industry's average of 0.89.</p> <p>10-K</p> <p>Tesla's total revenue for 2024 was \$97.6 billion and net income was \$7.09 billion. Tesla's total assets were \$122 billion and total liabilities were \$48 billion. Tesla's debt-to-asset ratio was also 0.39</p> <p>Tesla ended 2024 with \$36.56 billion in cash and cash equivalents.</p> <p>These metrics position Tesla not only to continue delivering innovative products to consumers but also to reliably fulfill large-scale government contracts with minimal financial risk. Supporting documents, including our most recent SEC 10-K and 10-Q filings, credit rating reports, and audited financial statements, have been uploaded in the designated section for your review.</p> <p>Tesla is a publicly traded company – all SEC filings are available on Tesla's Investor Relations page: https://ir.tesla.com/sec-filings#groups=annualquarterlyreports&list_id=tcl-list-1&page=0</p> |

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| 14 | What is your US market share for the Solutions that you are proposing? | Tesla's market share for all light-duty vehicles, including ICE, is approximately 4% in the U.S. Tesla's market share for Category 2 - Electric Propulsion Systems Only is approximately 46% in the United States. Tesla is bidding only on Category 2. | * |
| 15 | What is your Canadian market share for the Solutions that you are proposing? | Tesla's market share for all vehicles, including ICE, is approximately 3% in Canada. Tesla's market share for Category 2 - Electric Propulsion Systems Only is approximately 28% in Canada. Tesla is bidding only on Category 2. | * |
| 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. | None. | * |
| 17 | <p>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).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>Tesla is best described as option B, a manufacturer of the products proposed in the RFP. Tesla is a vertically integrated company and wholly owns all stores, galleries, showrooms, service centers, and delivery centers in connection to the contract.</p> <p>We design, develop, manufacture and sell high-performance fully electric vehicles and energy generation and storage systems, and offer services related to our sustainable energy products. We generally sell our products directly to customers, including through our website and retail locations. We also continue to grow our customer-facing infrastructure through a global network of vehicle service centers, Mobile Service technicians, body shops, Supercharger stations and Destination Chargers to accelerate the widespread adoption of our products. We emphasize performance, attractive styling and the safety of our users and workforce in the design and manufacture of our products and are continuing to develop full self-driving technology for improved safety. We also strive to lower the cost of ownership for our customers through continuous efforts to reduce manufacturing costs and by offering financial services tailored to our products. Our mission to accelerate the world's transition to sustainable energy, engineering expertise, vertically integrated business model and focus on user experience differentiate us from other companies.</p> <p>Our vehicle sales channels currently include our website and an international network of company-owned stores. In some jurisdictions, we also have galleries to educate and inform customers about our products, but such locations do not actually transact in the sale of vehicles. We believe this infrastructure enables us to better control costs of inventory, manage warranty service and pricing, educate consumers about electric vehicles, maintain and strengthen the Tesla brand and obtain rapid customer feedback.</p> <p>All Tesla sales and service force, in connection to this contract, are employed by Tesla. Tesla does not operate a dealership network.</p> | * |

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| 18 | <p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p> | <p>Tesla is an automotive OEM and vehicle seller. While we intend to continue to leverage our most effective sales strategies, including sales through our website, we may not be able to sell our vehicles through our own stores in certain states in the U.S. with laws that may be interpreted to impose limitations on this direct-to-consumer sales model. It has also been asserted that the laws in some states limit our ability to obtain dealer licenses from state motor vehicle regulators, and such assertions persist. In certain locations, decisions by regulators permitting us to sell vehicles have been and may be challenged by dealer associations and others as to whether such decisions comply with applicable state motor vehicle industry laws. We have prevailed in many of these lawsuits and such results have reinforced our continuing belief that state laws were not intended to apply to a manufacturer that does not have franchise dealers. In some states, there have also been regulatory and legislative efforts by dealer associations to propose laws that, if enacted, would prevent us from obtaining dealer licenses in their states given our current sales model. A few states have passed legislation that clarifies our ability to operate, but at the same time limits the number of dealer licenses we can obtain or stores that we can operate.</p> <p>Tesla has sales licenses in 30 states. Tesla has stores or galleries in all States but 13:</p> <ul style="list-style-type: none"> • Alabama • Alaska • Arkansas • Kansas • Kentucky • Louisiana • Maine • Montana • Nebraska • North Dakota • South Dakota • West Virginia • Wyoming <p>Where Tesla does not hold a sales license or a store, Tesla will deliver vehicles from out of state in accordance with state laws. Tesla can deliver vehicles to every state in the U.S. and provinces in Canada.</p> |
| 19 | <p>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.</p> | None. |
| 20 | <p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p> | <p>Tesla's Model S, 3, X, and Y were recently awarded the top four spots on the Cars.com American-Made Index. The index ranks vehicles using five factors: assembly location, parts content, engine powertrain) origin, transmission origin and U.S. manufacturing workforce.</p> <p>The National Highway Traffic Safety Administration (NHTSA) awarded Tesla's entire vehicle lineup a perfect five-star safety rating in every category and subcategory.</p> |
| 21 | <p>What percentage of your sales are to the governmental sector in the past three years?</p> | Less than 1%. |
| 22 | <p>What percentage of your sales are to the education sector in the past three years?</p> | Less than 1%. |
| 23 | <p>List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreements over the past three years?</p> | <ul style="list-style-type: none"> • State of California Vehicle Contract: 500+ • Washington State Vehicle Contract: 220 • North Carolina Sheriff Association: 20 • State of Nevada: 11 • State of Colorado: 8 • Florida Sheriff Association: 6 • Sheriff Association of Texas: 2 • State of Maine: 1 |
| 24 | <p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</p> | <p>Tesla vehicles are offered through GSA's vehicle purchasing platform, through a prime contractor, U.S. Fleet Source.</p> |

Table 2B: References/Testimonials

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

| Entity Name * | Contact Name * | Phone Number * | |
|----------------------------------------------|-----------------------|----------------|---|
| California Department of Transportation | Jeremy Johnson | 916-533-3170 | * |
| California Department of General Services | Johnny Guerra | 279-799-4169 | * |
| Washington Department of Enterprise Services | Nadine Calderon-Dixon | 360-664-9212 | * |
| King County Metro Transit | Craig Foster | 206-477-5705 | |

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

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

| Line Item | Question | Response * |
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| 26 | Sales force. | <p>There are 269 Tesla Stores across the USA, and 35 locations across Canada. As of July 2025, our full-time count of sales professionals for the United States was approximately 6,000 and approximately 300 in Canada.</p> <p>Tesla is a vertically integrated company, meaning that Tesla employs the entire sales force in North America. Many dealerships have overlap between service and sales. Tesla makes a clear delineation of responsibilities between the sales and service staff – sales assists customers during the sales process, service provides service on customer vehicles.</p> <p>That said, many sales advisors go above and beyond their normal scope of work. For example, the team that will manage the Sourcewell contract has a dedicated Senior Account Manager responsible for driving sales on the contract. When a customer has a question about service, then the Account Manager will connect them directly to the B2B Service Lead. In this instance, the sales and service teams work collaboratively to ensure that the customer receives excellent care.</p> <p>To date, we have not experienced any work stoppages as a result of labor disputes, and we consider our relationship with our employees to be good. Our key human capital objectives in managing our business include attracting, developing and retaining top talent while integrating diversity, equity and inclusion principles and practices into our core values.</p> |

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| 27 | <p>Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.</p> | <p>Tesla is a vertically integrated company, meaning that it will be the sole authorized seller of new, unmodified vehicles on this contract. Tesla wholly operates stores, galleries, and delivery centers. Tesla operates galleries in states in which it does not hold a sales license so that Tesla can educate customers on our product ecosystem. To that end, Tesla's delivery network covers the entirety of the United States and Canada.</p> <p>There are more than 130 Tesla Delivery Centers across the US and Canada. Tesla has three different delivery methods. The Fleet & Business team will confirm the preferred delivery method with the customer prior to scheduling delivery.</p> <p>Pick Up - Vehicles are delivered directly to a Tesla delivery center or store. Once the vehicle is inspected by the local team and the local team confirms the vehicle meets our high-quality expectations, then the Fleet & Business team coordinates pickup with the end customer.</p> <p>Tesla Direct - Your Tesla is delivered directly to your provided delivery address. Once your Tesla has arrived, sign any remaining documents and drive away within minutes. Tesla Direct is only available in certain areas to customers within an approved distance from their local Tesla delivery center.</p> <p>Carrier Direct - This option is available for customers who prefer to have their car delivered. Many large government buyers (e.g., state agencies) require delivery to their facility. If awarded a contract, and to accelerate the transition to a sustainable future, Tesla will waive any additional delivery fees for customers using the Sourcewell contract. Independent carriers perform these deliveries. These types of deliveries will be coordinated with the end customer prior to scheduling delivery.</p> <p>Police Upfit - Tesla produces some of the most efficient electric vehicles on the market. Law enforcement organizations throughout the United States are integrating Tesla vehicles into their fleet, saving taxpayer dollars and achieving department-wide sustainability initiatives. Tesla does not produce police vehicles – these vehicles must be upfit by a third-party.</p> <p>Tesla established a process to waive the non-resale clause of its motor vehicle purchase agreement. In this process, an upfitter may purchase a new vehicle on the end-user's behalf, conduct the upfitting, and deliver the vehicle to the customer. Tesla is agnostic about which upfitter the end customer chooses – some buyers prefer local vendors, whereas other buyers may prefer a vendor in a different state. By taking a vendor-agnostic approach, Tesla does not constrain end-users to specific upfitters and enables end-users to choose the vendor that is best for their needs.</p> |
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| 28 | Service force. | <p>There are 211 Tesla Service locations across the USA, and 29 different locations across Canada. A Tesla does not require annual maintenance and regular fluid changes. With over-the-air software updates, SmartAlerts, remote diagnostics and the support of our Mobile Service technicians, the need to visit a Service Center is reduced.</p> <p>Our Service Centers are continuously connected to our headquarters, allowing our technicians and engineers to work together to identify and resolve issues in real time. Within hours, we can make updates across our entire customer fleet. We are also developing new ways for your Tesla to self-improve. The result is a car that is constantly evolving and improving, allowing you to stay out of the shop and on the road. With remote diagnostics and automatic check-in, we can pre-diagnose repairs and order parts before you even arrive. Simplified engineering means that most service does not require lifts. Our cars can usually be repaired right on the floor, saving you time.</p> <p>Our service network is staffed entirely of Tesla employees—no third parties. Available 24/7 and 365 days a year, our service team is dedicated to making sure you get the most out of your Tesla. Our job is to make the ownership experience the very best it can be, while setting a new status quo for automotive service.</p> <p>For some Collision & Glass Repair, Tesla Service Centers can perform a wide variety of collision repairs, specializing in parts replacement. Repairs include: Front and rear bumpers, Hoods, Liftgates, Side mirror caps, Doors, Wheels, All glass, Suspension and axle damage (e.g. curb hits and potholes). In the event we cannot perform your repair in service, we will refer you to a Tesla Body Repair Center or a Tesla Approved Collision Center.</p> <p>Mobile Service is one program that sets Tesla apart from the rest. With Mobile Service, you can schedule a service appointment at a location and time of your choice. Tesla is continuing to expand our fleet of Mobile Service vehicles, so that we may service your car when and where is most convenient for you. This demonstrates Tesla's commitment to providing an innovative service experience worthy of our award-winning vehicles.</p> |
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| 29 | <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>All ordering is centralized through the Tesla North America Fleet & Business team. Customers will have a dedicated Senior Account Manager responsible for overseeing the full lifecycle of customer engagement from first touch to vehicle delivery. Customers will also have access to a dedicated team of Delivery Operations personnel who are responsible for providing a seamless ordering experience.</p> <p>The Senior Account Manager will be responsible for conducting first touch – customers have the option to complete an intake form to express interest in purchasing fleet vehicles or reaching out directly to either the Senior Account Manager or the fleet team's shared inbox. Once the Senior Account Manager makes contact with the customer, they will scope the needs of the customer together (e.g., model, trim, quantities, configuration, existing charging infrastructure, etc.).</p> <p>After the qualification call, the Senior Account Manager will establish a Tesla For Business (T4B) account for the end user. T4B is Tesla's free fleet management web-based platform through which all government customers should order their vehicles. The advantage of using T4B for ordering is that the customer will be able to track the status of the order once the order is placed. The Senior Account Manager will also be able to apply tax exemption status, where applicable.</p> <p>The ordering process after the qualification stage is as follows:</p> <ol style="list-style-type: none"> 1. Senior Account Manager activates T4B account by collecting the buying entity's W9 and tax exemption certification, as applicable. 2. Senior Account Manager sends a quote (with the Sourcewell contract number) for the order and includes the vehicle configuration, quantity, and local fees if applicable. 3. Once the customer accepts the quote, they will begin the process to request a purchase order with net payment terms. 4. Customer shares the purchase order directly to the Senior Account Manager and the Fleet & Business shared inbox: fleetordersupport@tesla.com 5. Within 24 – 48 business hours, a Tesla Business Operations Associate will contact the customer to confirm the order number, delivery timing expectations, and to gather and other information as relevant to the order. 6. The Ops Associate will send a request for a Title & Registration form, which should be completed and returned within 48 business hours. 7. Tesla will begin to match the vehicle to a VIN once we receive the completed Title & Registration form. 8. Once a VIN is matched to the order, Tesla will prepare the Motor Vehicle Purchase Agreement (MVPA) which serves as the final price sheet and vehicle configuration. This will include a request for final payment. 9. Once the vehicle is inspected at one of the Tesla facilities, the Senior Account Manager or Operations team will coordinate delivery / pickup with the customer. <p>The customer will have visibility into action items and timing throughout this entire process by monitoring their order on the T4B dashboard.</p> <p>Tesla for Law Enforcement - In the event a customer wants to purchase a Tesla vehicle for law enforcement, and requires third-party upfitting, then the buyer follows a slightly different process.</p> <p>Tesla allows two purchasing processes for upfitted vehicles:</p> <ol style="list-style-type: none"> 1. Follow the same process as a standard vehicle (i.e., place an order on Tesla For Business) and take the vehicle to the upfitter themselves; or 2. Allow the upfitter to order the vehicle on the end-user's behalf. <p>In the case of option #2, the upfitter orders a vehicle via Tesla For Business, has the vehicle delivered to its facility, conducts the upfit activities, and delivers the vehicle to the end-user.</p> <p>To ensure transparent pricing, Tesla shares a quote for non-modified vehicles with the end-user before any order is placed, purchase order is developed, or work is done.</p> |
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| 30 | <p>Demonstrate your ability and experience handling large order volumes for autos through light trucks.</p> | <p>In Q1 of 2025, Tesla produced over 362,000 vehicles in the United States, demonstrating our ability to produce a high volume of vehicles and meeting customer demand.</p> <p>Tesla's Fleet & Business team has several years of experience delivering high-volume orders to commercial fleet and government customers throughout the United States and Canada. These orders come in two methods: the first is a bulk order (one purchase order) and delivered over time; the other is receiving multiple purchase orders and deliver based on PO issuance.</p> <p>As one example, Tesla received one purchase order from California's Department of Transportation for 400 vehicles – Tesla delivered these 400 vehicles within the same quarter. As another example, Tesla received one purchase order from the King County Metro Transit in Washington State for 120 vehicles and delivered these vehicles over a couple weeks within the same quarter. As a different example, Tesla delivered approximately 40 vehicles to the Washington State Department of Enterprise Services during one quarter off multiple purchase orders.</p> <p>Regardless of order volume, Tesla strives to provide the same level of customer experience to buyers ordering 1 vehicle or 1,000+ vehicles. This starts with clear and consistent communication with the end customer. Tesla's goal is to deliver vehicles within the same quarter for which a purchase order is issued. If that is not feasible, and the customer prefers to receive the orders via a trickle method, then Tesla can make accommodations.</p> |
| 31 | <p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p> | <p>Excellent customer service is a core principle of Tesla's culture. Every government customer will be assigned a Senior Account Manager who will serve as the main point of contact for that account. The Senior Account Manager will provide their email address and phone number so that the customer can have a direct line of communication. The Senior Account Manager will be responsible for managing the full lifecycle of account management, from introduction to completing the sale to post-delivery support.</p> <p>Customer service starts with the introduction. The Senior Account Manager will conduct an intro meeting with the client so that they can listen to the operating environment and needs of the customer. Once the introduction is complete, the Senior Account Manager will advise on the products that closest meet or exceeds the client's needs. The Senior Account Manager is expected to be available during normal working hours (9 AM – 5 PM) on both the East Coast and West Coast to ensure that they can quickly engage the customer. The service level agreement (SLA) for the Senior Account Manager to respond to a customer question or phone call is 24 hours.</p> <p>Tesla recognizes that every prospective customer may be at a different stage of knowledge regarding electric vehicles, let alone Tesla's produce lineup. To that end, the Fleet & Business team created support web pages and product guides to assist customers. After the intro, the Senior Account Manager will share these support resources to help further educate customers on Tesla's product offerings. These guides include Driver support, fleet management dashboard support, service support, and more that will answer any questions.</p> <p>The Fleet & Business team created a shared inbox so that the customer can raise questions to the entire team – if the Senior Account Manager is unavailable (e.g., out of office), then the customer has access to the entire fleet sales, operations, and service team via email. This inbox is monitored during standard working hours and has a response time SLA of 24 hours.</p> <p>Beyond the Fleet & Business team, Tesla created an AI chatbot assistant that can also answer questions 24/7. There is 24-hour customer support available via our customer service line - 1 (888) 518-3752.</p> |
| 32 | <p>Demonstrate in detail your ability to sell, deliver, and support vehicles sold on a master agreement throughout the contiguous United States; as well as sell, deliver, and support vehicles sold on contract in Alaska, Hawaii, US Territories, and Canada.</p> | <p>Tesla can deliver vehicles to all states in the United States and US territories. Given that Tesla is a vertically integrated company, there are no limitations on delivering vehicles throughout the United States or Canada. Tesla currently manages statewide vehicle contracts and cooperative purchase agreements throughout the United States, demonstrating our ability to abide by government contract terms and guarantee delivery. Additionally, Tesla can deliver vehicles to any part of Canada. Deliveries to Yukon, Northwest Territories, and Nunavut may incur additional delivery charges calculated once ordered.</p> <p>The Sourcewell contract will be managed by Tesla's centralized Fleet & Business team so that the contract has more than enough support from teammates throughout North America. Tesla produces nearly 1.8 million vehicles a year and can deliver these vehicles to any part of the United States and Canada off a master agreement through its robust distribution network. All buyers that use the Sourcewell contract will receive post-delivery account management support from the Fleet & Business team. Common questions or areas of support are around invoicing, payment responsibilities, service, and managing Drivers for their fleet of vehicles.</p> |

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| 33 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities. | <p>Tesla's willingness and ability to provide our products and services to Sourcewell participating entities is unparalleled. Tesla recognizes that this Sourcewell contract opportunity is the single largest opportunity to partner with Sourcewell partners and the public sector. Tesla has committed personnel to manage this contract specifically, as well as a commitment to execute the contract to the highest professional standards. Our dedicated Fleet & Business team is available at least 5 days a week from 9 AM EST to 8 PM EST, covering the breadth of time zones throughout the contiguous United States.</p> <p>Tesla's mission is to accelerate the world's transition to sustainable energy. To accomplish this mission, we design products that are far superior to their fossil fuel counterparts in every way, source and manufacture them as sustainably as possible and sell as many of them as we can. Electrifying the public sector is a critical component of our mission – being awarded a Sourcewell contract would act as a catalyst to achieving this mission by removing procurement hurdles for nearly 90,000 government buyers.</p> <p>By establishing a dedicated Fleet & Business team throughout the contiguous United States, assigning specific team members to manage the Sourcewell contract and relationships with Sourcewell participating entities, and enhancing our fleet offering, Tesla is poised and eager to provide our products and services to all Sourcewell participating entities.</p> |
| 34 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | <p>Tesla sustains the same sales and delivery process for all products in Canada, as it does for the USA. Tesla has seen more than 10x growth in its Canadian-based workforce in approximately four years, to more than 1,000 employees today.</p> <p>Tesla has 35 stores and galleries across 8 provinces in Canada. Tesla proactively engaged Canoe, a Sourcewell partner in Canada. Tesla confirmed that if awarded a Sourcewell contract, then it will offer similar products (as available in the Canadian market) to Canoe and Sourcewell members.</p> |
| 35 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement. | None. |
| 36 | Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | <p>There are no restrictions on participating entities in Hawaii, Alaska, and U.S. territories. There are, however, additional delivery fees associated with delivery in parts of Alaska. These fees should be confirmed with the assigned Senior Account Manager.</p> |
| 37 | Describe in detail your history and experience selling vehicles to state and local government agencies, public and private K-12 and higher education, and non-profits. | <p>Tesla has engaged with state and local government agencies, educational institutions, and non-profits for several years. Tesla has actively pursued partnerships with public sector entities to align with governmental sustainability goals and electrification mandates. Results of these partnerships includes being awarded statewide vehicle contracts (e.g., California, Nevada, Colorado, etc.) as well as municipal government cooperative contracts (e.g., Sheriff Association of Texas, North Carolina Sheriff Association, etc.). Through these contract awards, Tesla has enabled public sector buyers to accelerate or achieve their sustainable transport initiatives across a variety of use cases including administrative vehicles, police vehicles, transportation for disadvantaged communities, and mobile charging units (via Cybertruck powershare).</p> <p>Tesla has partnered with higher education institutions as a direct result of being awarded these government contracts. Some higher education institutions use public funds to purchase their vehicles and require government contracts to backstop the procurement process. Similarly, Tesla has sold vehicles to non-profit entities.</p> <p>Many of these entities have different procurement rules compared to commercial or retail consumers. For example, many of these buyers make purchases using a purchase order with net payment terms. Some of these also have tax exemption status. The advantage of working with Tesla's Fleet & Business program is that the team is skilled and prepared to assist these buyers with their procurement requirements. For instance, Tesla can apply tax exemption status to the buyer's account and can accommodate net 30 or 45 payment terms if the payment terms are listed on the purchase order.</p> <p>Regardless of organization size or market segment, Tesla strives to provide the highest quality customer service.</p> |
| 38 | Will Proposer extend terms of any awarded master agreement to nonprofit entities? | Yes |

Table 4: Marketing Plan (100 Points)

| Line Item | Question | Response * |
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| 39 | Describe your marketing strategy for | Tesla is prepared to offer its vehicle products to state governments and their political |

promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.

subdivisions, including municipal government entities, universities, and colleges, non-profits, K-12 schools, and all Sourcewell members, to accelerate the transition to a sustainable energy future. Tesla recognizes that government entities, agencies, and political subdivisions may be at various levels of maturity with regard their fleet electrification journey. Some entities may not have developed an electrification plan, some may be starting their electrification plan with educating their employees or communities, while others may be fully implementing a charging and vehicle acquisition strategy.

The common thread with effective fleet electrification is clear communication with population segments using different modalities. Tesla's marketing plan will outline the different methods Tesla will use to reach various audiences throughout the United States and Canada. This campaign aims to inform, engage, and activate public sector buyers regarding Tesla's electric vehicle availability under Sourcewell's contract, if awarded. The strategy focuses on education, accessibility, and policy alignment, ensuring that key decision-makers and communities understand the value, process, and importance of fleet electrification. Regardless of stage, Tesla can support government organizations in the United States and Canada with accelerating their transition to a sustainable energy future.

It is critical to establish core messaging principles for outreach to these prospective buyers, given the breadth of possible customer segments that can use this vehicle acquisition contract. One of the core principles will be:

Sourcewell streamlines your path to fleet electrification with competitive pricing and compliant procurement ready today.

Specific messaging for contract usage will depend on the customer segment and level of fleet electrification maturity of the recipient. All messaging will be grounded in empathy, ensuring that the recipient is aware that the Tesla contract management team is available to answer questions about fleet electrification.

Tesla leverages several channels to engage prospective customers:

Website and Inbound Marketing: Inbound marketing happens when potential members are directed to Tesla's fleet website (www.tesla.com/fleet). Tesla maintains professional customer-focused resources to help answer any immediate questions. Our website encourages interested customers to browse different models, understand model specifications, and capture customer information so that the B2B team can engage one-on-one.

Email Marketing: One of Tesla's primary modes of communication for prospective or active clients is email. Email communication is an accessible way for our customers to engage with us – Sourcewell contract members are busy managing their fleet, forecasting their fleet needs, evaluation different vehicle options, and preparing for fleet acquisition. Email communication enables Tesla to engage with the customer in a manner that is respectful to the Sourcewell contract member's time and serves as a record for conversation. It is also a low-friction engagement method where Tesla will share several resources about our product offering and answer any questions the customer has.

Upon award, Tesla will create a customer segmentation map that encompasses primary targets (state procurement officers, fleet managers, sustainability officers) and secondary targets (budget analysts and EV infrastructure planners).

Tesla has a vast database of these contacts from existing inbound / outbound email campaigns. Tesla will issue several different outbound marketing messages – some examples include:

- Availability of vehicle products on Sourcewell contract;
- Case studies on how agencies are saving tax payer dollars by using Tesla products;
- Answers to common questions about Tesla and procurement options; and
- National / State / Local EV incentives.

Our emails also include information related to vehicle / product releases, fleet management platform updates, events, and any important date reminders. Email campaigns play a major role in enhancing the growth of our client base.

Web Resources: Customers are welcomed to a bright future of possibilities while engaging with our website. Customers can browse our EV product lineup, compare models, find charging stations near them, and learn about our product offerings. Tesla provides several resources to help orient customers on our product offering. Customers can watch video guides to help get oriented to Tesla products – we recognize that this may be the first time a customer is considering an electric vehicle, so we want to inform our customers about our products in an easily digestible format.

Events: Tesla participates in various trade shows and hosts its own events at its stores and showrooms. This strategy has proven to be successful in initiating interest in Tesla products and creating lasting relationships by developing authentic connections with prospective clients. Tesla offers demo drives at many of these events, enabling customers to have a hands-on experience with our vehicle product lineup. Further, these events serve as an opportunity for Tesla advisors to engage and educate customers on our product offering.

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| | | <p>Tesla attends government-specific events to help accelerate the public sector's transition to a sustainable energy future. For example, Tesla participated in GFX in 2024, as well as FedFleet in 2025. Tesla also anticipates participating in the upcoming Georgia Fleet Training Day in 2025, pending event confirmation. If awarded a contract, then Tesla will make a good-faith effort to host events with Sourcewell contract members at showrooms across the country.</p> |
| 40 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>Tesla uses several tools to enhance its marketing effectiveness, as well as drive awareness to its product offerings. For example, Tesla is active on several social media sites, such as X and LinkedIn. The main Tesla X handle has over 24 million followers, while the Tesla North America X handle has over 79,000 followers. This kind of reach drives engagement with a large volume of prospective and interested parties.</p> <p>Tesla developed its own "Fleet" page to reach government and commercial fleet buyers. This page provides information on Tesla's fleet offering, as well as a section to capture information from the prospective buyer so that the Fleet & Business team can contact the prospect. When a buyer completes an interest form, that data is captured in Tesla's custom-built customer relationship management (CRM) tool. This captures information such as fleet size, customer segment (e.g., government), size existing Tesla fleet, geography, etc.</p> <p>Orders are tracked natively in Tesla's custom CRM. These orders populate data in several sales and delivery Tableau dashboards, which allows Tesla to understand customers by geography and vehicle volume. With this kind of information, Tesla can make a concerted effort to push engagement in certain geographies that are accelerating their adoption of electric vehicles.</p> <p>Tesla also sends communication via its custom-built email analysis tool. This tool allows Tesla to understand the effectiveness in its marketing campaign (e.g., open rates, click through rates, etc.), so that Tesla can tailor or change campaigns to drive marketing effectiveness.</p> <p>Tesla uses AI to assist prospective customers and ensure that they are direct to the right channel. The AI chatbot can natively answer questions about Tesla products. Additionally, if the customer asks a question such as "does Tesla sell to government fleet", then the chatbot will direct the customer to the "Fleet" page, described above.</p> <p>Tesla also created video guides and educational resources to help market the products. Tesla recognizes that many fleet customers may be unfamiliar with electric vehicles, let alone a Tesla. These educational resources assist customers with understanding key concepts, like how to charge the vehicle, how to drive the vehicle, etc.</p> <p>Tesla also uses digital assets to market its Fleet & Business offering. These digital assets are educational by nature, describing in detail the differences between the fleet and retail experience, the benefits of adding Tesla to a fleet, the ordering process, and more. The advantage of using these digital assets is that any time Tesla updates its information or offering, the update is automatically reflected in the digital asset</p> |
| 41 | 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? | <p>Sourcewell gives its members a strategic advantage by unlocking national buying power. With Tesla's vertically integrated business model, Sourcewell's national auto contract will be coupled with a national ability to deliver vehicles. To that end, Sourcewell would provide several key resources to promote this contract if Tesla receives an award.</p> <p>In Tesla's view, Sourcewell and Tesla would act as collaborative partners to offer electric vehicles across the country. Sourcewell has several resources within the supplier portal that Tesla would leverage, such as compliance information on a state-by-state basis, sales resources, and member contacts.</p> <p>Upon award, Tesla would issue a co-branded email announcement to all of its current and prospective clients that can use a Sourcewell contract. Tesla would also produce a purchasing guide, co-branded with Sourcewell, to share with future clients. Tesla would be open to attending Sourcewell events to help educate the public sector on fleet electrification and demystify the electrification journey. Tesla would encourage Sourcewell to host user guides and educational resources for customers that purchase Tesla as a means to help orient new owners to Tesla vehicles. Tesla created these kinds of user guides and are currently hosted by the Federal GSA.</p> <p>Tesla would also integrate Sourcewell information as part of its sales process. For example, Tesla is exploring the possibility of enhancing its fleet sales website to include Sourcewell as a procurement partner. Additionally, Tesla would highlight Sourcewell as a procurement option, which is a common topic of discussion when engaging in qualification calls. Tesla would encourage prospective clients to order vehicles using the Sourcewell contract number (listed on the quote) to have a streamlined purchasing experience. Tesla would proactively contact Sourcewell contact members, announcing that Tesla is now available for procurement on the Sourcewell contract.</p> <p>Since Tesla views this dynamic with Sourcewell as a collaborative partnership, Tesla encourages feedback from Sourcewell on areas we can improve.</p> |

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| 42 | <p>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.</p> | <p>Yes, but Tesla has a unique method on its e-procurement ordering process. Tesla would create a Tesla For Business (T4B) account for each Sourcewell contract user. T4B is a free vehicle and charger management web-based platform – there is no cost, subscription, vehicle minimum, or separate app for T4B. T4B also enables Tesla to apply tax exemption status to accounts (where applicable).</p> <p>T4B users are encouraged to place orders directly on T4B. This helps the user track their order and understand the steps Tesla requires to complete the order. Tesla is constantly working on enhancing the T4B platform with robust features to make the ordering process even more streamlined. Once an order is placed on T4B, then the customer will have access to the entire Fleet & Business team to assist with onboarding and order completion.</p> <p>Tesla will provide an orientation, user guides, and user support to customers that onboard to T4B.</p> | * |
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Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

| Line Item | Question | Response * | |
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| 43 | <p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p> | <p>The Fleet & Business team runs several programs that may benefit Sourcewell users.</p> <p>Service Training The Fleet & Business program offers several service training options. Tesla offers free online service training for government customers covering topics such as:</p> <ul style="list-style-type: none"> • Electrical systems overview; • Mechanical systems; • Structural repair; • Thermal systems; • Trim and safety systems; and • Vehicle familiarization. <p>Tesla also makes its service information completely open-sourced. Technicians can access the Tesla service portal (https://service.tesla.com/en-US/) to access schematics, DIY service guides, the electronic parts catalog, diagnostics tools, and more.</p> <p>Tesla also offers in-person, hands-on training at one of our training facilities in Fremont, CA or Houston, TX. These training courses cost \$3,000 per person.</p> <p>Educational Resources Tesla offers virtual training sessions, specifically for fleet drivers, that cover a variety of topics, including:</p> <ul style="list-style-type: none"> • Charging – at home, on the road, and using public infrastructure; • How to access the vehicle with keys, phone key-pairing, and connectivity; • Operations – basics and using the touchscreen; and • Ownership – software, maintenance, and delivery day. <p>Tesla also provides free video guides on its vehicle products including the using the Tesla app, scheduling service, Supercharging, vehicle charge stats, etc.</p> <p>Tesla also offers Digital Guides on our fleet product offering, including a guide on using Tesla For Business and a guide to orient drivers to their Tesla vehicles.</p> | * |
| 44 | <p>Describe any technological advances that your proposed Solutions offer.</p> | <p>I. Customers have the option to order vehicles with autopilot and autonomous driving capabilities. Autopilot is an advanced driver assistance system that enhances safety and convenience behind the wheel. Additionally with Full Self-Driving (Supervised), you can drive your Tesla vehicle almost anywhere, making lane changes, select forks to follow your navigation route, navigate around other vehicles and objects and make left and right turns under your active supervision.</p> <p>When used properly, Autopilot and FSD (Supervised) reduce your overall workload as a driver. Each new Tesla vehicle is equipped with multiple external cameras and powerful vision processing to provide an additional layer of safety. All vehicles built for the North American market now use our camera-based Tesla Vision to deliver Autopilot features, rather than radar. Autopilot and Full Self-Driving (Supervised) are intended for use with a fully attentive driver, who has their hands on the wheel and is prepared to take over at any moment. While these features are designed to become more capable over time, the currently enabled features do not make the vehicle autonomous.</p> <p>II. Efficient charging – Tesla set the standard for EV charging in North America. This standard, known as the North American Charging Standard (NACS), has been adopted by all large automakers, with manufacturers and charge point operators transitioning to the NACS by 2025.</p> <p>III. Connectivity - All Tesla vehicles come with Standard Connectivity, at no additional cost, for eight years beginning on the first day your vehicle was delivered as new by Tesla or the first day it is put into service (for example, used as a demonstrator or service vehicle), whichever comes first. Standard Connectivity provides access to most connectivity features over Wi-Fi only, in addition to basic maps and navigation and music streaming over</p> | |

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| | <p>Bluetooth®. Premium Connectivity provides the ability to access all connectivity features over cellular, in addition to Wi-Fi, for the most intuitive and engaging ownership experience. Premium Connectivity is available as a paid subscription and can be purchased from your Tesla Account (or from the Driver's Tesla app if subscriptions payment responsibility is assigned to a Driver).</p> <p>Premium Connectivity provides: Navigation, Live Traffic Visualization, Satellite-View Maps, Video Streaming (connect with various video streaming services), Karaoke, Music Streaming (connect with various music streaming services), Internet Browser. All new Tesla vehicles ordered on or after July 1, 2018 will receive a Premium Connectivity trial beginning on the day of delivery. After the trial ends, Premium Connectivity will be available as a paid subscription. Subscription costs vary per country and trial duration vary per model.</p> <p>IV. Over-the-air (OTA) updates - Tesla pioneered the concept of vehicles that improve and become more capable over time by ensuring that every Tesla vehicle made since 2012 can accept free OTA software updates. These updates have introduced new features and functionality that have made our vehicles smarter, safer and more enjoyable to drive. We have also used the OTA system to ensure that our vehicles are not just as secure as possible when they are delivered, but that they continue to stay as secure as possible throughout their lifetime—meaning that any older Tesla vehicle that keeps its software updated through the OTA system will be just as secure as a newly built Tesla. To date, we are the only major automotive company capable of continual software enhancements across its entire vehicle fleet.</p> <p>V. Fleet API - Fleet API is a data and command service providing access to Tesla vehicles and energy devices. The Fleet API is an optional feature users can implement in the Tesla For Business account or their own fleet management platform. Developers can interact with their own devices, or devices for which they have been granted access by a customer. Users can conduct activities such as send their vehicles a command (e.g., set charging limit) or get fleet telemetry data. Several features of the Fleet API are being natively integrated into Tesla For Business, such as odometer reading, GPS, and state of charge.</p> <p>The pay-per-use pricing model charges incrementally based on usage. Streaming Signals and Commands are lower cost to incentivize efficient development practices. This flexible model scales with application needs and growing organizations. Signal and request pricing can be found on our developer page.</p> <p>VI. Active Safety - All Tesla vehicles built since October 2016 come with a suite of external cameras, additional sensors and onboard computing that enable advanced safety features like Automatic Emergency Braking, Lane Departure Warning, Forward and Side Collision Warning, Obstacle Aware Acceleration, blind spot warnings, vulnerable road-user detection and more—all of which continue to improve over time through over-the-air software updates. We deploy these updates to our vehicles at our customers' convenience without a trip to a Service Center. Connectivity is a hallmark of Tesla ownership and software updates continuously enhance the customer experience.</p> <p>VII. Fleet Management Platform - Tesla for Business (T4B) is our integrated fleet management platform that allows you to manage and monitor orders and vehicles. A business account is included with your fleet purchase.</p> <ul style="list-style-type: none"> • Order Vehicle: Place Tesla vehicle orders, complete pre-delivery tasks and track delivery updates; • Access Account: Submit payments for services, charging and upgrades; • Manage Fleet: Assign and remove drivers, access vehicle data and offer vehicle management capability for partner companies; • Complete Service: Schedule appointments, approve estimates and process invoices; • Monitor Fleet: Track vehicle charge, location and more from the Tesla app; and • Own Your Charge: Set pricing and manage workplace Level 2 charging, if installed. <p>T4B is constantly enhanced with new features to equip fleet managers with the tools they need to manage their fleet.</p> |
| 45 | Describe any service contract options or extended warranties being offered with your proposal. |

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| 46 | <p>Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.</p> | <p>Tesla has included the full warranty information as a separate attachment.</p> <p>New Tesla vehicles are protected by a New Vehicle Limited Warranty, which includes the Basic Vehicle Limited Warranty, the Supplemental Restraint System Limited Warranty, the Battery and Drive Unit Limited Warranty, the Body and Rust Limited Warranty and the Zero-Emissions Vehicle Limited Warranties.</p> <p>The Basic Vehicle Limited Warranty covers your vehicle for 4 years or 50,000 miles, whichever comes first. Subject to separate coverage for certain parts and the exclusions and limitations described in the New Vehicle Limited Warranty, the Basic Vehicle Limited Warranty covers the repair or replacement necessary to correct defects in the materials or workmanship of any parts manufactured or supplied by Tesla under normal use.</p> <p>The Supplemental Restraint System Limited Warranty covers your vehicle for 5 years or 60,000 miles, whichever comes first. Subject to separate coverage for certain parts and the exclusions and limitations described in the New Vehicle Limited Warranty, the The Supplemental Restraint System Limited Warranty covers the repair or replacement necessary to correct defects in the materials or workmanship of the vehicles seat belts or air bag system manufactured or supplied by Tesla.</p> <p>The Battery and Drive Unit in your vehicle are covered for a period of 8 years or 120,000 miles, whichever comes first, with minimum 70% retention of Battery capacity over the warranty period (all Model 3 and Y units) and 8 years or 150,000 miles, whichever comes first, with minimum 70% retention of Battery capacity over the warranty period for Models S, X, and Cybertruck. The Tesla lithium-ion battery and Drive Unity are extremely sophisticated powertrain components designed to withstand extreme driving conditions. The Battery and Drive Unit are backed by this Battery and Drive Unit Limited Warranty, which covers the repair or replacement of any malfunctioning or defective battery or Drive Unit, subject to the limitations described in Tesla's New Vehicle Limited Warranty document.</p> <p>The Body Rust Limited Warranty covers rust perforation (hole through the vehicle's body panel from the inside outward) resulting from a defect in material or workmanship. The Body Rust Limited Warranty covers your vehicle for 12 years and unlimited miles.</p> |
| 47 | <p>Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p> | <p>Tesla creates an ecosystem of environmentally conscious products, all with the goal of transitioning the world to sustainable energy. We strive to achieve net-zero GHG emissions, which includes our products' supply chain, manufacturing, use, and end-of-life. We aim to make our operational electricity load 100% renewable before reaching our net-zero emissions target. We also match our Supercharger network's electricity use with renewable electricity, reducing our and our customers' GHG emissions. Our global Supercharging network was 100% renewable again for the fourth year in a row. Since 2023, we have secured almost 1 GW of wind and solar energy across North America, ensuring a stable and clean energy supply.</p> <p>Our vehicle products avoid 35 metric tons of CO2e after 17 years on the road.</p> <p>To that end, our energy storage business continues to grow rapidly and achieved a record 31.4 GWh of deployed energy storage in 2024.</p> <p>Global Battery Alliance (GBA): In mid-2020, Tesla began participating in the GBA's Human Rights and Child Labor and Greenhouse Gas (GHG) Footprint working groups. This GBA multi-stakeholder effort, including members from throughout the industry, is undertaking the creation of a "Battery Passport" to give consumers greater visibility into the environmental and societal impact of lithium-ion batteries. Tesla joined the GBA as a full member in 2021. Tesla has also helped GBA in its transition from being incubated by the World Economic Forum to a fully functioning and independent entity today and has joined the GBA's Board of Directors. Fair Cobalt Alliance (FCA): Artisanal cobalt represents 10-20% of the DRC's cobalt supply and provides a source of direct employment for more than 100,000 people in the DRC. In 2020, Tesla joined the FCA, whose mission is to positively transform and professionalize the artisanal mining sector (ASM) by adopting safer mining practices, to eliminate and prevent child labor by allowing children and youth access to education and vocational training and to increase household incomes and reduce poverty by supporting the transition of ASM communities to more sustainable livelihoods. The FCA is an action platform that engages with both the national and provincial governments of the DRC, as well as with civil society and technical partners to achieve its objectives. Tesla has been collaborating with the Re Source consortium founded by the leading industrial cobalt producers in the DRC—China Molybdenum, Eurasian Resources Group and Glencore—to develop a blockchain platform by creating a transparent, open and global registry that aims to ensure that all cobalt used in end-products is sustainably sourced and users can account for and verify the provenance of each unit. Tesla selected to collaborate with Re Source because it is industry-led, is designed to be readily accessible and inclusive to all parties across the supply chain and is scalable, which means it can include other critical battery materials in the future. Upon completion, the system will allow users to fully track cobalt from the mine to the battery with assurance that the volume of traceable material is understood as well as the sustainability efforts of upstream suppliers. This solution will be piloted in real operating conditions, starting from the cobalt production sites in the DRC all the way through to electric vehicle production sites.</p> |

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| 48 | 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. | <p>Tesla Treatment Plant has earned its Leadership in Energy and Environmental Design (LEED) Silver certification from the U.S. Green Building Council. Gigafactory Nevada, Gigafactory New York and Gigafactory Shanghai were externally certified for ISO 14001 and ISO 45001, which are the international standards for implementing an environmental management system and managing health and safety concerns. Gigafactory Nevada also submitted Tesla's first application for a voluntary protection plan, which is a partnership between Tesla and NVOSHA. Transparency with regulators continues to be key to our strategy.</p> |
| 49 | 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>Tesla vehicles are incredibly energy efficient. The Model 3 has an energy use of approximately 25 kWh per 100 miles with a range of 363 miles on a full charge (RWD). Similarly, our Model Y has an energy use of 27 kWh per 100 miles with a range of approximately 357 miles of range (RWD). More information about our vehicle product offering is attached as a separate document.</p> <p>Tesla builds an entire ecosystem designed to accelerate the world's transition to sustainable energy. Tesla has some of the best charging hardware and network on the market, including our level-2 Wall Connector (~44 miles of range per hour charged) and our Supercharger network, the largest global fast charging network.</p> <p>Tesla is pioneering autonomous driving with its Full Self Driving (Supervised) offering. Tesla uses billions of miles of anonymous real-world driving data to train Full Self-Driving (Supervised) to take care of the most stressful parts of daily driving while helping make the roads safer for you and others. When enabled, your vehicle will drive you almost anywhere with your active supervision, requiring minimal intervention.</p> <p>Full Self-Driving (Supervised) is currently available in the U.S., Canada, China, Mexico and Puerto Rico and will come to other regions in future updates. Full Self-Driving is an optional feature and by default disabled on B2B orders. Should a customer want to experience FSD (Supervised), then they should communicate that directly with their assigned Senior Account Manager.</p> <p>Tesla is unique in that it is a vertically integrated OEM and runs a direct-to-consumer business model. Tesla wholly owns its operations and does not operate a dealership network. This ensures that customers throughout the United States and Canada receive the same service no matter their geography or market segment. Additionally, the only way to purchase a new Tesla vehicle is directly through Tesla.</p> <p>Every Sourcewell contract user will gain access to a free Tesla For Business account to help manage their Tesla vehicles and chargers. Tesla For Business is a web-based platform where Tesla Fleet customers can manage their new vehicle orders, driver assignments, payment responsibilities, post-delivery services (e.g., Supercharging, service, etc.) and manage their Tesla charging products. Tesla also updates this platform to equip fleet operators with the tools they need to manage their fleet. Future releases include odometer reading, live vehicle status (e.g., parked or driving), GPS, state of charge, and more.</p> <p>Tesla has led the adoption of over-the-air software updates in vehicles—something very few vehicle manufacturers are able to offer even today. With these remote updates, we are able to deliver the same convenience and functionality to your vehicle that you get from your mobile device—improving your experience over time. Everyone who purchases a Tesla vehicle can access new functionalities and features in their vehicle over its lifetime—for free—without needing to visit a Service center. Additionally, given the connected nature of our products, we can proactively identify any issues and address them remotely via an OTA or recommend a visit to a service center, when needed.</p> |

Table 5B: Value-Added Attributes

| Line Item | Question | Certification | Offered | Comment |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|------------------------------------------------------------------|----------------------------------------------------------------------|
| 50 | 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 re-sellers if available. Select all that apply. | | <input type="radio"/> Yes <input checked="" type="radio"/> No | Tesla does not qualify for any of these certifications. |
| 51 | | Minority Business Enterprise (MBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | Tesla does not qualify as a Minority Business Enterprise. |
| 52 | | Women Business Enterprise (WBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | Tesla does not qualify as a Women Business Enterprise. |
| 53 | | Disabled-Owned Business Enterprise (DOBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | Tesla does not qualify as a Disabled-Owned Business Enterprise. |
| 54 | | Veteran-Owned Business Enterprise (VBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | Tesla does not qualify as a Veteran-Owned Business Enterprise. |
| 55 | | Service-Disabled Veteran-Owned Business (SDVOB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | Tesla does not qualify as a Service-Disabled Veteran-Owned Business. |
| 56 | | Small Business Enterprise (SBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | Tesla does not qualify as a Small Business Enterprise. |
| 57 | | Small Disadvantaged Business (SDB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | Tesla does not qualify as a Small Disadvantaged Business. |
| 58 | | Women-Owned Small Business (WOSB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | Tesla does not qualify as a Women-Owned Small Business. |

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 * |
|-----------|------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 59 | Describe your payment terms and accepted payment methods. | Tesla accepts net 30, and in some cases, net 45 payment terms provided that these payment terms are listed on a purchase order. Accepted payment methods are wire, ACH, or check |
| 60 | Describe any leasing or financing options available for use by educational or governmental entities. | Tesla's Fleet & Business program does not currently offer direct financing or leasing options. Implementing a fleet financing or leasing option is a priority for Tesla and is currently under review with the financing department. Should this option become available, then Tesla will communicate the conditions and offering with Sourcewell. Tesla would suggest implementing a contract modification, if agreeable to Sourcewell, should Tesla be awarded a contract and have financing / leasing options available. In the meantime, Tesla works with several third-party organizations to close those financing / leasing gaps. For example, Tesla has an agreement with NCL Government Capital, another Sourcewell contract holder, for financing and leasing options. If agreeable to Sourcewell, then Tesla will establish other financing and leasing relationships with Sourcewell contract holders to ensure customers have all options at their disposal. |

| | | |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 61 | 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. | <p>The standard forms Tesla includes with a transaction include a Title & Registration form as well as our Motor Vehicle Purchase Agreement (MVPA). If Tesla places a bulk manual order on behalf of a customer, then Tesla provides a Motor Vehicle Fleet Purchase Agreement (MVFPA) which must be signed by the customer. The MVFPA confirms the configuration of vehicles for bulk orders.</p> <p>An example Title & Registration form and MVFPA are attached with this proposal (the MVPA is a truncated version of the MVFPA). Any terms that are essential to Tesla operations are proposed in the redlined Master Agreement template for Sourcewell's consideration.</p> |
| 62 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | <p>Tesla accepts P-cards for accessory orders, which can be placed directly on Tesla For Business (T4B).</p> <p>If P-cards are standard issue credit cards (e.g., Mastercard) then Tesla can accept these as a form of payment for post-delivery services (e.g., charging, service, subscriptions, etc.).</p> |
| 63 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | <p>By selling direct-to-consumer, Tesla vehicle pricing has no added dealership markup. This ensures that all customers are purchasing a Tesla at the most transparent price. We are committed to making our vehicles as affordable as possible – as we find efficiencies in our manufacturing and distribution, we translate these into price improvements for all customers. All vehicle pricing is standardized across markets in the U.S. and Canada.</p> <p>Tesla will provide a flat discount off MSRP for all customers ordering vehicles off the Sourcewell contract. Tesla discounts are evaluated on an annual basis and volume discounts may change in the future.</p> <p>Tesla's pricing list should be considered as its online configurator accessed at: www.tesla.com. Tesla will make a good-faith effort to inform Sourcewell of any price changes to its vehicle lineup. Tesla will offer vehicles at a lower price than MSRP for Sourcewell contract users.</p> <p>A full list of currently priced vehicles are included in the Model Comparison attachment.</p> |
| 64 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | <p>Tesla will offer at minimum a flat 1% discount off the configuration of the vehicle (base model, paint, and wheels), not inclusive of the destination fee and order fee.</p> <p>The final price will depend on the configuration of the vehicle. The Senior Account Manager will create a quote with the price adjustment for every Sourcewell contract user and the final price adjustment will be on the final invoice.</p> |
| 65 | Describe any quantity or volume discounts or rebate programs that you offer. | <p>Tesla volume discounts are evaluated on an annual basis and are calculated based on delivery volume. As of 2025, Tesla is offering the following volume discounts:</p> <ul style="list-style-type: none"> • 6 – 15 deliveries: 2%; • 16 – 50 deliveries: 3%; • 51+ deliveries: 4%. <p>The volume-based price adjustment replaces the 1% flat price adjustment once a customer achieves the outlined delivery minimum.</p> <p>Deliveries within 12-months of the initial purchase are eligible for volume-based discounts. For example, a buyer that takes delivery of 125 VINs in June is eligible for 4% discount on order of additional 25 VINs in December.</p> <p>Tesla retains the right to adjust volume-based price adjustments on an annual basis. Tesla will communicate any changes on volume-based price adjustments to Sourcewell.</p> |
| 66 | 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. | Tesla does not intend to offer "sourced" products. The exception to this rule is the potential need for upfitted vehicles for law enforcement use. Since Tesla is vendor agnostic for upfitting services, Tesla will require a quote from the upfit vendor and supply any quote necessary to remain compliant with the Sourcewell terms. |

| | | |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 67 | 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. | All pricing considerations are included in the price proposal. Please note that the only variable cost are options that are defined at the time of vehicle configuration. |
| 68 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | Every order comes with a destination fee that is included in the final price of the vehicle. The destination fee is \$1,390 for Model S, 3, X, and Y, and \$1,995 for the Cybertruck. Tesla will not charge any additional freight or delivery fee, even if the customer requires the vehicle to be delivered to their lot or holding space, in the contiguous United States. Delivery to Alaska may incur a fee of \$2,500. Additional fees may apply to deliveries in Yukon, Northwest Territories, and Nunavut in Canada. |
| 69 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Tesla can carrier-direct vehicles to government buyers in any of the 50 United States or Canadian provinces. There are no additional fees or terms for carrier-direct delivery to government entities in the contiguous United States. There may be additional costs to deliver vehicles in Alaska and Yukon, Northwest Territories, and Nunavut in Canada. |
| 70 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Tesla has a well-established distribution network due to owning all stores, galleries, and delivery centers. Tesla offers vehicle pickup within a reasonable proximity to the end user and can also offer delivery at no cost to the customer. Tesla can deliver vehicles to any of the 50 states and any province in Canada. |
| 71 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing. | If awarded a contract, Tesla will assign one primary Senior Account Manager to manage all orders associated with the Sourcewell contract. The Senior Account Manager will be responsible for drafting quotes that include the Sourcewell contract number. As previously stated, Tesla will open free Tesla For Business accounts for customers. These accounts will be assigned to the Senior Account Manager within Tesla's Customer Relationship Management (CRM) platform. Upon account activation, the Fleet & Business team will apply the price adjustment disclosed in this proposal to the customer's account. Any time a Sourcewell member places an order, the price adjustment will automatically apply to the order and the Senior Account Manager will be notified that a new order was placed. The Senior Account Manager will log new orders into the Sales Report template and review the Sales Report on a monthly basis. |
| 72 | 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. | <ul style="list-style-type: none"> Orders by customer segment (e.g., state or local government); Orders by vehicle type (i.e., sedan, SUV, etc.); Use case for vehicle (e.g., admin, police patrol, etc.); Volume of quotes generated for Sourcewell contract users; Delivery volume per quarter; Orders by geography; Order-to-delivery timeframes |
| 73 | Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement. | Tesla will pay a flat \$300 fee per vehicle purchased off the Sourcewell contract. |

Table 6B: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 74 | The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies. | The pricing offered is better than pricing typically offered through other contracts. This is the first time Tesla will offer a price below MSRP on a contract, and specifically approved for this contract. * |

Table 7A: Depth and Breadth of Offered Equipment Products and Services (200 Points, applies to Table 7A, 7B, and 7C or 7D)

Sourcewell is seeking proposals for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories. Awards under this solicitation for Automobiles, SUVs, Vans, and Light Trucks will be in two (2) categories.

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a proposer offers vehicle solutions with Internal Combustions Engines (ICE) as well as vehicles with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 ONLY.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems ONLY.

| Line Item | Category Selection * |
|-----------|----------------------------------------------------------------------------------------|
| 75 | Category 2: Electric Propulsion Systems ONLY Automobiles, SUVs, Vans, and Light Trucks |

Table 7B: Depth and Breadth of Offered Solutions

| Line Item | Question | Response * |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 76 | Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal. | <p>Tesla proposes to make available all models to Sourcewell contract users. As of 08/08/2025, the following vehicles are available in the United States. A detailed description of all models is available in the attachment "Model Comparison – U.S."</p> <ol style="list-style-type: none"> 1. Base Sedan: Model 3 Long Range Rear-Wheel Drive, Long Range All-Wheel Drive, and Performance All-Wheel Drive. 2. SUV: Model Y Long Range Rear-Wheel Drive. Long Range All-Wheel Drive. 3. Luxury Sedan: Model S All-Wheel Drive and Plaid. 4. Luxury SUV: Model X All-Wheel Drive and Plaid. 5. Light Pickup Truck: Cybertruck Long Range, All-Wheel Drive, and Cyberbeast (tri-motor all-wheel drive). <p>Tesla has a new vehicle roadmap that may include other categories of vehicles. To that end, Tesla will offer these vehicles, when available and practicable, to customers using the Sourcewell contract. Tesla wants to offer these vehicles so that public sector entities can address their electrification needs as the technological and automotive landscape changes. To limit the vehicle lineup to those only available today for a four-year contract would be a disservice to public sector needs in the future.</p> <p>Due to macroeconomic and geopolitical forces (e.g., tariffs), the vehicle lineup in Canada may change. Therefore, Tesla would like to offer all vehicles in future production to customers in Canada when available and practicable.</p> <p>Tesla will extend the same percent-based price adjustment to all vehicles. Tesla will make a good faith effort to inform Sourcewell and Sourcewell members if it releases new products.</p> |
| 77 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <p>At present, Tesla offers sedans, SUVs, and light pickup trucks. As of 08/08/2025, there are no additional subcategories. That said, there could be new subcategories depending on Tesla's future vehicle roadmap. Tesla will make a good faith effort to inform Sourcewell and Sourcewell members if it releases new products or subcategories.</p> <p>Tesla offers Electric Vehicle Supply Equipment (EVSE) such as mobile connectors and charging stations as optional accessories for purchase.</p> |

Table 7C: Depth and Breadth - Category 1 - All Engine Types

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: Depth and Breadth - Category 1 - All Engine Types

| Line Item | Category or Type | Offered * | Comments |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|----------|
| 78 | Automobiles | <input type="radio"/> Yes <input type="radio"/> No | |
| 79 | Sport Utility Vehicles | <input type="radio"/> Yes <input type="radio"/> No | |
| 80 | Vans | <input type="radio"/> Yes <input type="radio"/> No | |
| 81 | Light Trucks (half ton, three quarter ton, and one ton) | <input type="radio"/> Yes <input type="radio"/> No | |
| 82 | Vehicles of the types and classifications in 78-81 above with upfitting designed for Public Safety Applications | <input type="radio"/> Yes <input type="radio"/> No | |
| 83 | Vehicles of the types and classifications in 78-81 above with upfitting designed for ADA and Paratransit Applications | <input type="radio"/> Yes <input type="radio"/> No | |
| 84 | Vehicles of the types and classifications in 78-81 above with upfitting designed for Service Body and Utility Bed for Light Truck | <input type="radio"/> Yes <input type="radio"/> No | |
| 85 | Conventional Internal Combustion models | <input type="radio"/> Yes <input type="radio"/> No | |
| 86 | Natural gas, propane autogas, hybrid, or alternative fuel models | <input type="radio"/> Yes <input type="radio"/> No | |
| 87 | Electric powered models | <input type="radio"/> Yes <input type="radio"/> No | |

Table 7D: Depth and Breadth - Category 2 - Electric Propulsion Systems Only

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 7D: Depth and Breadth - Category 2 - Electric Propulsion Systems Only

| Line Item | Category or Type | Offered * | Comments |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-------------------------------------------------------------------------|
| 88 | Automobiles | <input checked="" type="radio"/> Yes <input type="radio"/> No | All trims of Model 3 and S sedans will be available on this contract. |
| 89 | Sport Utility Vehicles | <input checked="" type="radio"/> Yes <input type="radio"/> No | All trims of the Model Y and X SUVs will be available on this contract. |
| 90 | Vans | <input type="radio"/> Yes <input checked="" type="radio"/> No | Not available at the time of submission. |
| 91 | Light Trucks (half ton, three quarter ton, and one ton) | <input checked="" type="radio"/> Yes <input type="radio"/> No | All trims of the Cybertruck will be available on this contract. |
| 92 | Vehicles of the types and classifications in 88-91 above with upfitting designed for Public Safety Applications | <input type="radio"/> Yes <input checked="" type="radio"/> No | Upfitting for public safety will be conducted by third party upfitters. |
| 93 | Vehicles of the types and classifications in 88-91 above with upfitting designed for ADA and Paratransit Applications | <input type="radio"/> Yes <input checked="" type="radio"/> No | Not included in this submission. |
| 94 | Vehicles of the types and classifications in 88-91 above with upfitting designed for Service Body and Utility Bed for Light Truck | <input type="radio"/> Yes <input checked="" type="radio"/> No | Not included in this submission. |

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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](#) - Pricing Documents.zip - Monday August 11, 2025 15:31:06
- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Monday August 11, 2025 13:40:33
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Monday August 11, 2025 14:10:39
- [Requested Exceptions](#) - Sourcewell RFP 081325 Master Agmt redline_Final.docx - Monday August 11, 2025 14:52:09
- [Upload Additional Document](#) - Additional Documents.zip - Monday August 11, 2025 17:13:15

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. - Mac Dunmire, Senior Account Manager, Tesla, Inc

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

Yes No

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

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

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|-------|
| Addendum_6_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Tue August 5 2025 09:12 AM | <input checked="" type="checkbox"/> | 1 |
| Addendum_5_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Mon August 4 2025 08:59 AM | <input checked="" type="checkbox"/> | 2 |
| Addendum_4_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Wed July 30 2025 08:06 AM | <input checked="" type="checkbox"/> | 2 |
| Addendum_3_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Mon July 28 2025 07:50 AM | <input checked="" type="checkbox"/> | 1 |
| Addendum_2_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Fri July 25 2025 08:11 AM | <input checked="" type="checkbox"/> | 2 |
| Addendum_1_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Wed July 23 2025 04:15 PM | <input checked="" type="checkbox"/> | 2 |

AMENDMENT #1
TO
MASTER AGREEMENT # 081325-TES

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

Sourcewell awarded a master agreement (081325-TES) to the Supplier to provide Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories (Master Agreement).

Supplier has requested to modify the Master Agreement.

NOW, THEREFORE, the parties wish to amend the Master Agreement as follows:

Article 2 “Sourcewell and Supplier Obligations,” Section 22. “Insurance Coverage” is deleted in its entirety and replaced with:

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 , 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.
 - \$3,000,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$4,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance and/or letter of self-assumption on Supplier letterhead, as evidence of the insurance required under this Agreement. Reasonably following the applicable renewal dates, renewal certificates and/or self-assumption letter shall be provided 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. Supplier shall require each of its Subcontractors to maintain insurance coverage in accordance with the scope of work performed, as applicable.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to include 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. This additional insured status will only apply when Sourcewell has a direct interest in the Supplier's activities under this Contract.
- 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.
- 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.
- f) **Self-Assumption of Insurance obligations.** So long as Supplier or Supplier parent entity maintains a tangible net worth of at least \$100,000,000 determined in accordance with generally accepted accounting principles, Supplier shall have the right to self-assume as a business expense for insurance required to be carried by Supplier under this Agreement.

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

Sou Signed by:

By: Jeremy Schwartz
Jeremy Schwartz
Chief Operating and Procurement Officer

Date: 12/23/2025 | 3:48 PM CST

Tes Signed by:

By: Mac Dunmire
Mac Dunmire
Senior Account Manager, Government Fleet & Business

Date: 12/23/2025 | 11:47 AM CST