

**Solicitation Number: RFP #042221****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CCGI Holdings, LLC, d/b/a Blink Charging Co., 605 Lincoln Road, 5th Floor, Miami Beach, FL 33139 (Vendor).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires July 20, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

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

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

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

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

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

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

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

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

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

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

CCGI Holdings, LLC,
d/b/a Blink Charging Co.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/15/2021 | 11:50 AM CDT

DocuSigned by:
Michael D. Farkas
By: 97E94C9844A34EF...
Michael D. Farkas
Title: Founder & CEO
Date: 7/15/2021 | 1:30 PM CDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 7/15/2021 | 1:54 PM CDT

RFP 042221 - Electric Vehicle Supply Equipment and Related Services

Vendor Details

Company Name: Blink Network LLC

Does your company conduct business under any other name? If yes, please state: Blink Charging Co.

Address: 407 Lincoln Road
Suite 704
Miami Beach, FL 33139-3024

Contact: Mike Battaglia

Email: mbattaglia@blinkcharging.com

Phone: 949-689-7532

HST#: 61-1723965

Submission Details

Created On: Thursday April 15, 2021 12:35:36

Submitted On: Thursday April 22, 2021 13:58:43

Submitted By: Mike Battaglia

Email: mbattaglia@blinkcharging.com

Transaction #: 7206641f-ca0f-47c5-a69c-84491dab08e9

Submitter's IP Address: 138.207.215.192

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	CCGI Holdings, LLC d/b/a Blink Charging Co.
2	Proposer Address:	605 Lincoln Rd. 5th Floor Miami Beach, FL 33139
3	Proposer website address:	www.blinkcharging.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Michael D. Farkas, Founder & CEO, 605 Lincoln Rd. 5th Floor, Miami Beach, FL 33139, 305-521-0200, MDF@blinkcharging.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Battaglia, Sr. Vice President Sales and Business Development, 605 Lincoln Rd. 5th Floor, Miami Beach, FL 33139, 305-521-0200, MBattaglia@BlinkCharging.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Soens, Vice President of Grant Operations, 605 Lincoln Rd., 5th Floor, Miami Beach, FL 33139, DSoens@Blinkcharging.com, (609) 972-1505

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Blink (NASDAQ: BLNK, BLNKW) is a nationwide leader in electric vehicle (EV) charging equipment and networked EV charging services, enabling EV drivers to charge at thousands of locations throughout the United States, easily and conveniently. Since 2009, Blink has been an electric vehicle ("EV") charging company that is dedicated to slowing climate change by reducing greenhouse gas emissions caused by gas-powered transportation. Blink is among the largest owner/operator of EV charging stations and is paving the way for the growth of the EV industry by accelerating adoption of EVs through deploying EV charging infrastructure across the US and globally.</p> <p>Blink works with businesses and property owners as well as public and governmental agencies looking to be at the forefront of the green energy revolution and making their locations EV friendly by installing EV charging stations that attract EV drivers and support sustainability. Across the country, municipalities and governmental agencies are turning to Blink to install EV charging stations, helping to provide a cleaner and greener local community and build a more sustainable community for its residents and visitors.</p>
8	What are your company's expectations in the event of an award?	In the event of an award Blink will actively pursue the opportunities based on the demands of the customer's needs, the evaluation process will start with introductions and scope of the project. Blink's expectations are that we invite the Sourcewell opportunities to expand the company's footprint and continue to be the largest EV provider in the US while exceeding the performance standard of the industry, and offer stellar services to our customers.

9	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.	Blink Charging is a publicly traded company on NASDAQ and continues to develop and maintain strong relationships with its shareholders, partners, customers, and employees. The company's financial soundness in generating revenue is attained through a wide range of funding, that include identifying grants and rebates programs, building financial reserves, assessing, and managing risks, and strategically managing overhead costs. Our purpose in contributing to environmental, ecological, and economic sustainability are consequences of our positive growth in the industry.	*
10	What is your US market share for the solutions that you are proposing?	Blink's market share is estimated at 8.5% for both Level 2 and DCFC products. Based on a comparison of Blink unit sales growth rates and publicly accessible information from competitive offerings, we estimate that our market share gains are accelerating due to a combination of higher performance hardware and flexible business models that fit our client's needs.	*
11	What is your Canadian market share for the solutions that you are proposing?	Blink is finalizing network compatibility with the Canadian market which is slated to be completed by the end of Q2, 2021 (Rogers Network, local currency for payment processing). We will begin a strong market push at that time.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	N/A	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B – With our own salesforce as employees we can offer our manufactured L2 units and DCFC infrastructure as fully capable Blink Networked hardware and software solutions to the customers of Sourcewell. Our service and maintenance operations have capable staffing to address warranties and our NOC center has 24/7 service available for customer service solutions once networked charger infrastructure is commissioned. No third parties are necessary.	*
14	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.	Cage Number: 7D1U8 DUNS Number: 036987850 SAM Number: In Process/Pending Charger Certifications: UL 2594, UL 1998, UL 50, UL 991, UL 2231-1, UL 2231-2 For installations, Blink requires local licensed electricians and permitting as required	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	- 2021 Forbes' List of America's Best Small Companies - 2020 Best of Corvallis Award in the Electric Vehicle Charging Station category by the Corvallis Award Program	*
17	What percentage of your sales are to the governmental sector in the past three years	Approximately 12% of sales have been to government entities in the past three years primarily inclusive of school districts and municipalities.	*
18	What percentage of your sales are to the education sector in the past three years	Approximately 15% of sales inclusive of public and private education institutions.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*
20	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?	Blink has submitted an application for GSA approval, process is pending.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Village of Tuckahoe, NY	David Burke	914-961-3100 / dburke@tuckahoe-ny.com	*
Mountainview School District	Hector Morales	626-756-6837 / hmorales@mtviewschools.net	*
Port of San Diego	Zach Birmingham	619 405 7836 / zbirming@portofsandiego.org	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Miami Beach	Government	Florida - FL	50 chargers deployed throughout the city	Blink is Owner/Operator	\$200,000 (estimated value of equipment)	*
City of San Antonio	Government	Texas - TX	Recently won RFP to provide 140 + charging stations throughout the city. Currently in site planning and installation stages.	Blink is Owner/Operator	\$1,820,000 (estimated value of equipment)	*
City of San Diego	Government	California - CA	22 chargers deployed throughout the city	Blink is Owner/Operator	\$90,200 (estimated value of equipment)	*
Village of Tuckahoe	Government	New York - NY	44 Chargers	\$165,000	\$165,000	*
City of Hollywood	Government	Florida - FL	15 chargers deployed throughout the city	Blink is Owner/Operator	\$61,000 (estimated value of equipment)	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
23	Sales force.	<p>Blink's total employee count in the U.S. now stands at 130 and continues to grow. Specifically, our sales organization includes more than 25 personnel. Blink maintains a largely direct to customer sales structure that is territory-based. Specifically, the U.S. is divided into an "East Region" and "West Region" each of which is led by a Regional Vice President. Supporting the RVPs are fifteen Executive Sales Managers that have responsibility for an assigned set of states and live within the geographic scope of their markets. This structure is intended for each of them to develop local relationships and better understand their local markets. They also conduct site visits to assist customers with EVSE installation planning. Canada is managed by two Blink personnel. Blink's East Region RVP and our Executive Sales Manager based in Boston, MA are responsible for Canadian business development and sales support. The flexibility of our sales structure allows us to pull in other U.S. based resources as needed to support specific opportunities. For example, our Seattle based Executive Sales Manager can assist with accounts in Vancouver.</p> <p>Finally, Blink works with a network of resellers across the U.S. that generally have both sales and installation capabilities. These resellers typically have licensed electricians on staff and can quote both hardware and installation services. From a support perspective, Blink maintains a "24/7/365" multilingual Customer Support Center in Tempe, AZ. This facility is staffed by full-time Blink employees that field customer phone call and email contacts, coordinate repair/replacement services, and assist customers with navigating the Blink Network cloud-based software platform. Over nearly twelve years in business Blink has established a comprehensive network of subcontracted installation and repair partners that are dispatched within 24 hours of contact. For Level 2 chargers where a warranty is in place or where Blink owns and operates equipment, we will simply replace chargers instead of attempting to repair onsite.</p>
24	Dealer network or other distribution methods.	Blink is currently developing a rich international dealer/reseller network. The company is also in discussions with major electrical distribution partners.
25	Service force.	Blink maintains a multi-level service, support and repair force.
26	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>Three levels of response:</p> <ol style="list-style-type: none"> 1. Immediate 24/7/365 multilingual customer support via phone and email 2. If immediate support can not be resolved, Blink escalates the case to an internal technical department for diagnostics and resolution 3. Should repairs be required, Blink will dispatch a technician to the site to replace the unit based on our Service Level Agreement in place
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Blink will provide all Blink products and services to Sourcewell participating entities across all 50 states. Blink currently operates in the U.S., Latin America, Europe and the Middle East.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Blink is finalizing network compatibility with the Canadian market which is slated to be completed by the end of Q2, 2021 (Rogers Network, local currency for payment processing). We will begin a strong market push at that time.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All of US we can service, Canada not at this time.
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Marketing Assistance</p> <p>As part of the initial deployment program, Blink marketing provides clients with a draft press release and social media post(s) that announces the client's commitment to EV charging infrastructure. Your organization's marketing collateral will surround around your EV and sustainability efforts.</p> <p>Our clients can also enlist Blink marketing support to craft public communications about the EV chargers, including emails, community announcements, community and business outreach, auto dealer outreach, public service announcements (PSA), and the planning and execution of ribbon-cutting events, and ride and drive events to promote the chargers.</p> <p>Resources</p> <p>EV drivers and Blink members can learn about the latest news, innovations, and general information about Blink and the EV industry via the Newsroom and Blog sections of Blink's website, a bi-monthly EV newsletter, and frequent social media industry updates. The Blink Charging website also features extensive resources for EV charger host locations and potential site hosts with robust Host Resources, Construction Resources, and FAQ sections. Blink provides critical documents in English, Spanish, and French, with additional languages available upon request. Detailed product information can be found on the website as well, including detailed specification guides, installation and quick start guides, and critical accessibility information. The company's YouTube channel provides short informative videos for EV drivers and for host locations including installation tutorials.</p> <p>As part of the new host experience, Blink clients will receive a physical new host kit which includes essential information about hosting Blink equipment and primary point of contact within the company for questions and assistance. Also included are some initial announcements and promotional materials your organization can share to bring awareness to the new equipment.</p> <p>Community Outreach</p> <p>Blink will leverage its significant marketing resources to activate the newly deployed EV charging program within host site locations, including meeting with all stakeholders individually and in groups to learn more about FPA's goals and objectives. Once objectives are established, the Blink team can assist in creating an internal awareness campaign, hosting informative webinars, training sessions, and coordinate direct outreach to pertinent stakeholders, as established with your organizational leaders.</p> <p>To advance awareness, Blink will assist in developing a program and environmental metrics that demonstrate the tangible/intangible benefits of the program and track the program's progress against goals. Blink will inform your organization's stakeholders on how to leverage this information to further its greater sustainability efforts. Sharing these success metrics frequently generate additional opportunities for our client's sustainability efforts.</p>

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Blink Charging is a technology company that provides EV charging solutions to site hosts and EV drivers across the United States, Central and South America, Europe, and the Middle East therefore relies heavily on technology to drive its business forward. To attract new site hosts to Blink for the deployment of Blink's IQ 200 product, the company utilizes a mix of traditional and digital marketing tools including pay-per-click advertising, social media and content creation. These efforts turn into a lead that flows into Blink's proprietary CRM system, built on Microsoft Dynamics 365. This CRM is used throughout the customer journey. Once a potential site host becomes a Blink site host it transitions from a marketing and sales repository to a customer relationship management tool. The CRM has been seamlessly integrated into the Blink Network. The Blink Network is a purposely designed technology platform that connects Blink's EV chargers with the Blink's technology infrastructure and database. The Blink Network houses all charger data. Integrating the two systems ensures that all site host EV charger data can be associated with the specific site host and its delegates.</p> <p>- As a Blink site host, a monthly statements of usage to sent, informing all hosts of the activity on their charging stations. Blink communicates with site hosts on a regular cadence via email newsletters, training and informative webinars, and host-specific social media to keep hosts engaged. Email communications are also sent to site hosts to communicate promotions and special offers. New site host EV chargers are promoted via the Blink Network API integration into Plugshare and the Blink Mobile app alerting drivers of the equipment's availability, charging speeds, rates, and any site-specific location details. Blink also encourage a joint press release with new site hosts to communicate their deployment and availability for public charging. New site hosts also receive a physical New Host Welcome Kit which provides them with valuable information about their charging stations, who to contact if they have questions, and with marketing literature the site can distribute to spread the word about the new equipment to tenants, residents, and EV drivers.</p> <p>- As a Blink Member, the Blink Network collects the EV driver's name, mailing address, email, and payment information so that they can easily add funds to their account. Contact information is used for driver charging notifications, payment notifications, and bi-monthly informative email newsletters. To further Blink member engagement, Blink utilizes a variety of social media channels, public events, giveaways, and email communications. In addition, the Blink website features a robust Blog section that changes weekly and covers topics of interest to both site hosts and EV driver members. Blink IQ 200 units have a 7 inch color screen which is occasionally used to communicate with members or share EV driver promotions or special offers. The Blink Network features an EV driver portal in which drivers can log in and view their charging history, update their payment information, and even view CO2 and cost/gasoline savings calculators.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Blink views Sourcewell's role simply as providing the centralized platform for sourcing purposes and assisting Blink with complete and accurate information on the portal. If possible, visibility into local opportunities through RFPs and similar would be helpful. Given that Blink already works with government entities across the U.S., we do not anticipate any material changes to our sales process. Our local sales representatives will act as local points of contact for specific opportunities and guide the order from inception through delivery.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, Blink intends on setting up a direct portal for Sourcewell approved bids to be procured on the pricing parameters subject to contract award. The portal would provide options to pick products and amenities that would total up a purchase order. The purchase order would be boiler plated for consistent use under this contract. Blink has not offered a previous procurement portal prior to this time other than to utility companies.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Blink has a library of training materials that we offer to all customers to view and understand our user-friendly products. With regards to further details of owner questions Blink will set up one on one training with our customers to fully comprehend our network portal and usage of the equipment.

37	Describe any technological advances that your proposed products or services offer.	<p>Our AC Level 2 unit, IQ200, is one of the highest powered L2 units available on the market. The dual Unit will double the charge with a smart unit and an advanced unit in half the space. The fastest charging station now has dual functionality to accommodate high density, multiple unit installation at a fraction of the cost.</p> <p>Features include:</p> <ul style="list-style-type: none"> •Flexible Pricing <ul style="list-style-type: none"> • Future-proof design supports charging currents from 12A to 80A • Intuitive charge connector holster provides protection and storage • Multi-colored high visibility illuminator indicates charging station's status • Convenient cable management design supports a long reach and storage between uses • Height design conforms with ADA requirements • Fee options include time-based, kWh-based, or session-based billing functionality • Payment methods: RFID, Apple Pay, Google Wallet, and all major credit cards • Pedestal accessories include single, dual, and triple port options • OCPP support • Updated 25ft. cable with an ergonomic design • Button locking mechanism prevents accidental disconnection • Role-based controls managing permissions for multiple access levels <ul style="list-style-type: none"> • Set usage rates utilizing flexible pricing to offer different rates for employees and clients versus the general public • Different rates can be established for guests and Blink members <ul style="list-style-type: none"> • Configurable grace periods are supported for charging and occupancy fees • The ability to set the chargers to free for specific EV drivers while making the equipment available to others on a fee basis • Establish fleet groups with different pricing schemes including free • Create multiple charging schedules with pricing variability Open ADR <ul style="list-style-type: none"> • Programmable amperage based on power suppliers demand response events • Optimize charging station efficiency, while reducing peak demand Local Load Management • Load management capabilities allow up to 20 chargers to share a single circuit • Reduce installation costs by deploying multiple units matched to the power currently available at the facility using local load management <p>Our DCFC equipment is designed for optimal performance over a wide range of environmental conditions and site locations.</p> <ul style="list-style-type: none"> • Liquid cooled for more quiet and cooler operation • Enclosed structure for protection of internal components • Door and tilt safety sensors • Optimal performance in a variety of conditions and locations <p>•Dual Charging on our 75 Kw unit that can split power between 1 charger and 2 cars offering comprehensive charging capabilities for EV drivers in limited real estate charging station parking spots.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Blink was founded with the mission to do our part in slowing climate change by reducing greenhouse gas emissions caused by transportation, therefore, Blink provides all employees with an EV incentive to encourage them to commit to an electric vehicle. In addition to providing an EV incentive, Blink has committed to provide office locations that are centrally located in major urban areas allowing employees to commute to and from work via alternative modes of transportation. Recycling is also strongly encouraged at all Blink office locations.</p> <p>As an EV charging infrastructure provider, Blink also frequently works with like-minded green companies to further the message of clean transportation, clean energy and earth-friendly lives. Blink frequently features clean living tips on social media and its blog. In addition, Blink often co-markets informative webinars, panels, and discussions surrounding clean energy and environmentally friendly living with partner organizations.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<ul style="list-style-type: none"> -The Blink IQ 200 was awarded Energy Star Certification by the EPA -The Blink IQ 200 was certified by UL (Underwriters Laboratories) -The Blink HQ 100 was certified by UL (Underwriters Laboratories) -The Blink Network has the certification by the OpenADR Alliance under OpenADR 2.0 -The Blink 50Kw DCFC has the certifications by CE, UL, CHAdeMO, RCM, FCC, and IC -The Blink 75Kw DCFC is UL pending -The Blink 175Kw DCFC has the certifications by CE, UL, CHAdeMO, RCM, FCC, and IC
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Blink is a publicly owned company. Our Nasdaq trading symbol is "BLNK"

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Blink is dedicated to slowing climate change by reducing greenhouse gas emissions caused by transportation. Blink supports this mission through the build-out of EV charging infrastructure across the US and around the world, aiding in the adaption of electric vehicles.</p> <p>Blink has created our own proprietary network and charging solution program that we manufacture ourselves to supply the electric vehicle drivers, fleet owners, business and governmental entities with fully complimented and solution-based products. It's our belief that the shift from petroleum-based transportation to electric transportation will have a measurable impact for better air quality and less pollution emissions in high adoption regions of the country. The Sourcewell participating entities will have the benefit of doing commerce with Blink which has been a leader in this transition to cleaner transportation.</p>
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Table 9A: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	<p>Blink offers base warranty, extended warranty, and Service Agreement options for Blink family of charging products for up to 10 years from date of purchase or commissioning.</p> <p>All Blink charging stations come with a one-year limited warranty including labor and materials. Warranty coverage is available for up to a period of 5 years from the date of installation. For extended warranty options, all original warranty provisions apply for years two and three, with materials only coverage for years four and five. Full coverage service packages are available.</p> <p>Service Plans Blink provides optional service plans including parts, labor, and preventative maintenance services. The service plans replace extended warranty coverage and include full labor and materials for up to 5 years from date of installation.</p> <p>Annual preventive maintenance services include the following:</p> <ol style="list-style-type: none"> 1. Clean and inspect screen 2. Clean and inspect cord and plug 3. Clean and inspect enclosure/pedestal 4. Pick-up and dispose of any trash/debris in parking stall 5. Perform communications test 6. Perform operational functional testing 7. Clean EV parking signage 8. Complete site inspection report <p>As part of the annual service, any damaged charging stations will be documented and recorded using digital photography. Blink will have trained technicians working on the charging stations at all times. Repair requests can be called in through our 24-hour customer support line. They can directly resolve the issue, escalate to tech support (NOC), or schedule and dispatch a repair technician.</p>
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, as long as it is a product issue.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We do not have any certified technicians in Canada currently. We are geographically covered for the US market, including Alaska and Hawaii.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We will only be responsible for our own equipment and other equipment not manufactured by Blink will be passed on to the original equipment manufacturer.
47	What are your proposed exchange and return programs and policies?	Non-commissioned units that get returned are subject to a restocking fee of 15%. Blink chargers that have been commissioned do not have a return policy other than that provided under warranty.
48	Describe any service contract options for the items included in your proposal.	Our charging station infrastructure is designed and engineered to operate without service contracts. In the event that something breaks, we have a capable operation and service team that will address the repair and maintenance of the EVSE with a ticket system.

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *
49	Describe any performance standards or guarantees that apply to your services (network uptime, power management, charging capabilities, etc.)	Blink chargers/EVSE are able to receive communications with an uptime of minimum 99.99%
50	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	See terms and conditions attached in documents.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
51	What are your payment terms (e.g., net 10, net 30)?	Net 30
52	Describe any leasing or financing options available for use by educational or governmental entities.	Yes, Blink as a Service contracts will be considered with review of the opportunity. These contracts can last for a seven to ten year period.
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<ol style="list-style-type: none"> 1.Blink will establish a master "Sourcewell" account in our CRM system as the parent account; individual orders/entities ("child accounts") will be associated to the parent account to allow for regular reporting to Sourcewell on a quarterly basis 2.Purchase order is submitted by local account rep or through online portal 3.Order is processed into Blink's CRM system by operations team which then triggers invoicing order is shipped and installation is scheduled (if required) with a Notice to Proceed 4.Units are installed and commissioned/activated onto the Blink Network
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes we can process payments through p-cards. We currently charge 4% of the payment as processing fees.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	See Attached Pricing in Documents
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	18% discount for the IQ200 product line (AC Level 2) 10% discount for Blink's DC Fast Charger line (DCFC / L3)
57	Describe any quantity or volume discounts or rebate programs that you offer.	Beyond pricing providing in this bid, Blink has the following volume discounts available: <ul style="list-style-type: none"> • 100 – 300 units: additional 2% discount • 301 – 500 units: additional 3% discount • 501 + units: additional 5% discount
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	N/A
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<ul style="list-style-type: none"> • All Blink products are quoted with shipping costs as a line item. • Blink network fees are \$12 per unit per month or \$15 per unit per month depending on the hardware selected. • Blink charges a 8% credit card transaction fee due to credit card company surcharges associated with "micro transactions" (typically \$10 or less) which represents a large percentage of charging sessions.
60	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Blink utilizes standard shipping rates and national carriers.
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Blink utilizes standard shipping rates and national carriers.
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Please see attached pricing in documents

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Since Blink is manufacturing its own equipment, our contracted sources of equipment costs can change based on fluctuating commodity prices. Blink's global sourcing partners offer good structure to a baseline cost that is predictable, therefore we can assess our end pricing to the customer each quarter of the year to offer the best and most competitive pricing. In the event pricing changes prior to quarterly reviews, we will update our pricing models and communicate price changes to our contracted customers.
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Internal metrics used to track success are based on utilization of the chargers and income produced by this. We would compare with other locations to see how they stack up.
66	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Blink will offer Sourcewell 3% of total sales of Blink products.

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

Line Item	Question	Response *
67	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Each product has it's own spec sheet attached in documents
68	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	-Level 2 AC charging equipment -Level 3 DCFC charging equipment -Fully networked and supported charging stations services -Operation and Maintenance/Warranty -Operations Support -Marketing Support -Grants and RFP Support -Tech Support -Accounting and Financial Support -24/7 NOC Team – Customer Service Support

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

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

Line Item	Category or Type	Offered *	Description / Comments *
69	Non-network electric vehicle charging hardware	<input type="radio"/> Yes <input checked="" type="radio"/> No	We sell our charging stations as networked, however, per requests we may offer charging station infrastructure as non-networked.
70	Network electric vehicle charging hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Blink Spec Sheets attached in documents section

71	Services related to electric vehicle charging hardware (refer to RFP Section II. B. 1. b.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Service Plans</p> <p>Blink provides optional service plans including parts, labor, and preventative maintenance services. The service plans replace extended warranty coverage and include full labor and materials for up to 5 years from date of installation.</p> <p>Annual preventive maintenance services include the following:</p> <ul style="list-style-type: none"> Clean and inspect screen Clean and inspect cord and plug Clean and inspect enclosure/pedestal Pick-up and dispose of any trash/debris in parking stall Perform communications test Perform operational functional testing Clean EV parking signage Complete site inspection report <p>As part of the annual service, any damaged charging stations will be documented and recorded using digital photography. Blink will have trained technicians working on the charging stations at all times.</p> <p>Repair requests can be called in through our 24-hour customer support line. They can directly resolve the issue, escalate to tech support (NOC), or schedule and dispatch a repair technician.</p>
72	Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Site assessment includes available electrical capacity onsite. Space or lack of space in existing panels / need for additional. Voltage of power on site. Location of power in proximity to installation / parking area. What is the path from power source to install area (walls, grass, concrete, etc.). Approval by host of desired parking spots to be made EV. Local codes and permitting due diligence. Due diligence of utility company if needed. Locate areas to install protective equipment if needed and located areas to install signed if desired. Determination of wall mount vs pedestal, single pedestals vs doubles, concrete pad installation or non concrete pad installation.</p> <p>Site prep and materials include paneling, breakers, conduit, wiring, concrete pads, and miscellaneous electrical equipment such as couplings, adaptors, connectors, pull boxes, etc. Site prep can also include trenching, boring, back filling, or utility coordination. Other site prep items can include protection equipment such as bollards or wheel stops and sign posts for EV parking signs.</p> <p>Hardware includes pedestals + base and chargers. Data connectivity is performed by pre installed cellular sim cards, with a Wi-Fi back up if there is no cellular service, programming is performed on site right after install.</p>
73	Network service provider or operator	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Please see Blink Spec Sheets attached in documents section</p>

74	Charge monitoring, reporting, or billing services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Data and Reporting</p> <p>With the Blink Network reporting tools site hosts can create standard, periodic and customized reports. Reports can detail single charging station data or can be generated for select or a host's entire list of Blink chargers. Data available for reports include:</p> <p>Charger usage by energy</p> <p>Charger revenue</p> <p>Peak charger utilization times</p> <p>Usage by location</p> <p>Average time spent at the charger</p> <p>Average revenue</p> <p>Unique visitors</p> <p>Blink hosts can use these reports for sustainability reporting, marketing, accounting, etc. Data in the Blink Network is real time. Hosts can create users for their equipment with varying levels of permissions and can provide reporting only permission for dedicated users to create, download and manipulate reports.</p> <p>The Blink Network allows hosts to create custom reports on charging station activity. Reports can be customized by timeframe, so you can see how the use of your stations changes from weekdays to weekends and over time as more EV drivers become aware of its availability. If you notice your chargers are always busy during specific times, it may be an opportunity to add more charging stations at your location.</p> <p>Custom reports will provide you with the ability to create reports based on your business needs. You can filter by specific parameters, add and remove fields, and save the custom reports.</p> <p>Blink Cards for Pricing and Access Controls</p> <p>Blink cards can be used to control access and pricing controls for host locations. Cards can be assigned to dedicated drivers with specific charging rates. Cards can also be set-up to only activate specific charging stations at their pre-set prices. For more information regarding Blink cards and their access and control functionality please contact hostsupport@blinkcharging.com.</p>
75	Grid or power management solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Internal meter to monitor energy and demand usage</p> <ul style="list-style-type: none"> • Supports real-time energy usage data evaluation • OpenADR 2.0b certified controllable output, supporting utility demand response requests • Local load management capability for optimal energy outputs

Table 15: Industry Specific Questions

Line Item	Question	Response *
76	Describe the process for installation of your products or services and explain the method of quotation, as applicable.	<ol style="list-style-type: none"> 1. Site Selection: site identification and validation based on requirements. 2. Site Assessment: collect site specific data including easements, zoning, existing power sources and determine the most efficient location for installation. Typically includes three bids from contractors. 3. Design and Permit: once contractor is selected, develop construction documents and timelines. Plans and specifications are based on customer, property owners, local utility company requirements, etc. 4. Construction Management: coordination of installation/construction activities between Blink, site host and contractors. Infrastructure and equipment are installed. 5. Commissioning and Closeout: activate hardware to Blink network, validate at Network Operations Center in Tempe, AZ, train local users on Blink network platform, features and functionality.
77	If your proposal includes delivery of services by prequalified contractors, describe your method of prequalification. State how prequalified contractors will be identified or selected by Sourcewell Participating Entities in the event of contract award.	<p>Our contractors have been vetted based on</p> <ul style="list-style-type: none"> - Experience working with Blink - Experience in installing EVSE - Review of Blink training materials including spec sheets, videos, manuals, etc. - Inspection of completed work including workmanship, NEC code compliant, local code compliance, ADA compliance, timeliness, and professionalism - Ability to program chargers accurately - Insurance requirements - Ability to obtain proper documents including permitting and close out documents - Knowledge and ability to handle Blink specific install items and related tasks
78	Identify the data collected during the initial installation of your equipment, products, or services. Identify the data collected when your equipment, products, and services are accessed by an end-user.	<p>We collect the following information for the initial installation of our equipment:</p> <p>Serial Number of New Charger: breaker Amperage: Leg Wire Gauges: Ground Wire Gauge: Length of Wire ran from Breaker to Charger: Leg Voltages: (Leg 1 to Ground, Leg 2 to Ground, and Leg 1 to Leg 2) Location Name: Location Address: Latitude: Longitude:</p> <p>*We would also need the following pictures for each of the chargers Installed: Ring Terminal Crimps (Without Insulator) Serial Number Full Unit Full Location (20 steps away from unit) Breaker Panel</p> <p>We Collect the following information when signing up as a Blink Member: Name Email Billing Address Phone Payment information *Optional information on Blink Membership account Birthday Car Year/Make/Model Primary Address Mailing Address</p> <p>We Collect the following information for charge events on the stations: Serial Number of the charger How the charger was started (Remote start through APP, Blink Code, Membership card, Credit Card) Length of charge time/Length of parking time Amount of kW delivered to vehicle. Total Cost</p>
79	Identify the storage location for all data collected in the use of your equipment, products, or services. Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable.	Blink Network is a cloud base application stored in Microsof Azure

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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."
- [Financial Strength and Stability](#) - Financial Strength and Stability Statement.pdf - Thursday April 22, 2021 10:43:12
 - [Marketing Plan/Samples](#) - Blink_Press Release_Example.pdf - Thursday April 22, 2021 09:24:22
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Blink Warranties and Terms and Conditions.pdf - Thursday April 22, 2021 09:12:25
 - [Pricing](#) - Blink Reseller Price List_2021_Sourcewell.pdf - Thursday April 22, 2021 10:27:15
 - [Upload Additional Document](#) - Blink Product and Network Spec Sheets.pdf - Thursday April 22, 2021 11:15:31

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_EV_Supply_Eqpt_RFP_042221 Thu April 15 2021 05:17 PM	<input checked="" type="checkbox"/>	2
Addendum_7_EV_Supply_Eqpt_RFP_042221 Tue April 13 2021 06:10 PM	<input checked="" type="checkbox"/>	3
Addendum_6_EV_Supply_Eqpt_RFP_042221 Mon April 12 2021 06:28 PM	<input checked="" type="checkbox"/>	2
Addendum_5_EV_Supply_Eqpt_RFP_042221 Tue April 6 2021 08:27 AM	<input checked="" type="checkbox"/>	1
Addendum_4_EV_Supply_Eqpt_RFP_042221 Thu April 1 2021 05:07 PM	<input checked="" type="checkbox"/>	1
Addendum_3_EV_Supply_Eqpt_RFP_042221 Fri March 26 2021 09:24 AM	<input checked="" type="checkbox"/>	1
Addendum_2_EV_Supply_Eqpt_RFP_042221 Mon March 15 2021 06:38 PM	<input checked="" type="checkbox"/>	2
Addendum_1_EV_Supply_Eqpt_RFP_042221 Thu March 11 2021 05:32 PM	<input checked="" type="checkbox"/>	1