



MASTER AGREEMENT # 021825
CATEGORY: Electric Vehicle Supply Equipment with Related Services
SUPPLIER: Beam Global

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Beam Global, 5660 Eastgate Dr., San Diego, CA 92121 (Supplier).

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

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

Article 1:
General Terms

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

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

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

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

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal

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

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

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in

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

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

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

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

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

from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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

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

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and

Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,000,000 each occurrence Bodily Injury and Property Damage
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person

authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

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

Article 3: Supplier Obligations to Participating Entities

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

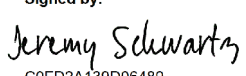
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and

Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

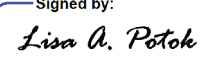
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate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

021825-BML

Sourcewell

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/2/2025 | 2:26 PM CDT

Beam Global

Signed by:

2FCFF12AEA8E4F7...
By: _____
Lisa Potok
Title: Chief Financial Officer
Date: 10/2/2025 | 12:59 PM CDT

RFP 021825 - Electric Vehicle Supply Equipment with Related Services

Vendor Details

Company Name: Beam Global

Does your company conduct business under any other name? If yes, please state: Envision Solar was previous company name

Address: 5660 Eastgate Dr
San Diego, CA 92121

Contact: Patrick White

Email: pat.white@beamforall.com

Phone: 720-507-4530

HST#: 26-1342810

Submission Details

Created On: Tuesday February 11, 2025 14:39:01

Submitted On: Tuesday February 18, 2025 16:21:22

Submitted By: Patrick White

Email: pat.white@beamforall.com

Transaction #: d7b9d105-2f28-478d-8016-da8f08bbe0e4

Submitter's IP Address: 147.243.203.204

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Lisa Potok	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UEI KZGLF2JLSL98	*
5	Provide your NAICS code applicable to Solutions proposed.	NAICS 221114 or 221112	*
6	Proposer Physical Address:	5660 Eastgate Dr. San Diego, CA 92121	*
7	Proposer website address (or addresses):	www.beamforall.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Lisa Potok Chief Financial Officer 5660 Eastgate Dr. San Diego, CA 92121 Lisa.Potok@beamforall.com 858-799-4583	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Andy Lovsted Vice President of Sales 5660 Eastgate Dr. San Diego, CA 92121 Andy.Lovsted@beamforall.com 858-799-4583	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Patrick White Business Development Executive 5660 Eastgate Dr. San Diego, CA 92121 Pat.White@beamforall.com 858-799-4583	*

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Beam Global is a clean-technology innovation company headquartered in San Diego, California with factories in San Diego, Chicago and Kraljevo, Serbia in Europe.</p> <p>We develop, manufacture, and sell high-quality, renewably energized products for electric vehicle charging infrastructure, energy storage, energy security, disaster preparedness, street lighting, telecommunications, and energy infrastructure. Our Electric Vehicle (EV) charging infrastructure products are powered by locally generated renewable energy and enable vital and highly valuable services in locations where it is either too expensive, disruptive, or impossible to connect to a utility grid, or where the requirements for electrical power are so important that grid failures, like blackouts, are intolerable.</p> <p>We do not compete with EV charging companies; rather, we assist these companies by offering infrastructure solutions that replace the time consuming and expensive process of construction and electrical work which are usually required to install traditional grid-tied EV chargers. We also do not compete with utility companies. Our products enable utilities and others to deliver reliable and low-cost electricity to EV chargers and, in the case of a grid failure, to first responders and others, through our integrated emergency power panels.</p> <p>We also provide energy storage technologies that make commodity battery cells safer, longer lasting and more energy efficient. Our battery management systems (BMS), and associated packaging, make batteries safer and usable in a variety of mobility, energy-security, and stationary applications.</p> <p>Our street lighting and other street furniture products are mass produced and sold in 17 nations globally.</p>	*
12	What are your company's expectations in the event of an award?	<p>If awarded a Sourcewell agreement, Beam Global expects to expand access to our off-grid, solar-powered EV charging solutions for government agencies, municipalities, and educational institutions. We anticipate:</p> <ul style="list-style-type: none"> - Increased Adoption: A streamlined procurement process will drive higher sales volume and broader deployment of Beam Global solutions. - Active Collaboration with Sourcewell: We will participate in joint marketing efforts, webinars, and industry events to educate members on the benefits of our technology. - Enhanced Customer Support & Training: Our team will ensure smooth ordering, deployment, and service, with dedicated resources to assist Sourcewell members. <p>We view this agreement as an opportunity to simplify EV charging procurement, increase public sector sustainability efforts, and further establish Beam Global as the leader in off-grid EV charging solutions.</p>	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Beam Global is publicly traded on NASDAQ stock exchange with the ticker \$BEEM. The Beam Global 10-Q Report for the 3rd quarter ended 9/30/24 is included in the upload section of this response. The 10-Q is an SEC filing that demonstrates the company's financial strength and stability for the quarter and 9-month ended periods in 2024. This is the latest SEC financial performance documents that are available.	*
14	What is your US market share for the Solutions that you are proposing?	Beam Global holds a small market share of the overall US EV charging infrastructure market. We have a high percentage of market share in the off-grid, solar-powered EV charging segment in the U.S., with 1,000+ EV ARC™ units deployed across 30+ states, serving federal, state, and municipal agencies, as well as Fortune 500 companies. As one of the only providers of rapidly deployable, grid-independent EV charging, we are expanding our footprint in response to increasing demand for resilient, renewably powered infrastructure. A Sourcewell contract will further accelerate adoption among public agencies, reinforcing our leadership in off-grid EV charging solutions.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Beam Global expects to lead Canada as a unique provider of rapidly deployable, off-grid EV charging solutions.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Beam Global is a manufacturer of off-grid, solar-powered EV charging solutions and works directly with government agencies, commercial enterprises, and fleet operators to deploy our technology. - Sales Team: Beam Global's sales representatives are direct employees responsible for educating, selling, and supporting Sourcewell members through the procurement process. - Service & Support: We provide direct customer support through our internal team, and for on-site service needs, we partner with trained third-party service providers who specialize in installation, maintenance, and technical support. - Dealer Network (Resellers): While most sales are handled directly, Beam Global also works with a select network of resellers for specific government and fleet contracts. This integrated approach ensures seamless delivery, installation, and support, providing Sourcewell members with expert guidance and fast, reliable service for their EV ARC™ and Beam Bike™ solutions.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	The Company has received the following awards and patents over the last 5 years: -"Global Sustainability Hero", 2023 Sustainability Awards, Business Intelligence Group -"Top Product of the Year Award 2023", Environment + Energy (E+E) Leader Awards -"Stevie® Award - Gold Company of the Year (2023), Energy category", 21st Annual American Business Awards® -"Sustainability Initiative of the Year", 2022 Sustainability Awards, Business Intelligence Group -"Stevie® Award - Achievement in Product Innovation (2022)", 20th Annual American Business Awards® -U.S. Patent No. US 11,912,144 B2 for Beam Global's wireless/inductive EV ARC™ that will have the capability of charging EVs wirelessly without the requirement to plug in a charging cable. (March 19, 2024) -European Patent No. EP 3 596 774 B1 for Beam Global's Thermal State of Charge Estimation of Phase Change Material (PCM) in a Battery Pack with a PCM Thermal Management System. (February 22, 2024) -European Patent No. EP3743655 for Beam Global's EV Standard™ product which is capable of delivering street lighting and curbside EV charging by combining solar, wind and utility-generated electricity in a bank of Beam Global's proprietary integrated batteries. (July 12, 2023) -European Patent No. 3377828 for Beam Global's EV ARC™ product development, enabling configuration in a compact condition for shipping in a 20-foot shipping container (TEU) or on a flatbed, rail car, or the Company's ARC Mobility™ proprietary transportation system. (March 8, 2023)	*
21	What percentage of your sales are to the governmental sector in the past three years?	2022: 62.6% 2023: 79.6% 2024 through Q3: 69.5%	*
22	What percentage of your sales are to the education sector in the past three years?	2022: 0.37% 2023: 1.15% 2024 through Q3: 1.6%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	California Department of General Services Contract #1-18-61-16 2022: approx. \$4.5M 2023: approx. \$4.0M 2024 through Q3: approx. \$6.8M	*

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>GSA MAS Contract 47QSWA21D0006 2022: approx. \$7.1M 2023: approx. \$40.6M 2024 through Q3: approx. \$15.2M</p> <p>GSA BPA 47QMCA22A0004 2022: approx. \$300k 2023: approx. \$5.5M 2024 through Q3: approx. \$2.2M</p>	*
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Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of New York DCAS	Brent Taylor	212.386.0276	*
US Army	Hussein Ibrahim	520.684.3809	*
State of California - Department of General Services	Jennifer Brennan	916.201.2059	*

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

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

Line Item	Question	Response *	
26	Sales force.	<p>Beam Global has an in-house sales force to engage with customers. The team consists of several Clean Mobility Practice experts located across the US to best serve our customers, and report to our Vice President of Sales who is based at headquarters in San Diego, CA.</p> <p>Additionally, Beam Global works with national, regional and local EV charging infrastructure providers who resell EV ARC™ systems. Beam Global's sales team respond to customer inquiries, engage in new customer development and support resellers, making product recommendations and driving municipal buyers throughout the purchase process.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Beam Global launched our reseller program (Authorized Sellers) in the second half of 2024 to meet the growing demand of our customers. Our resellers include companies who specialize in the installation, management, and servicing of electric vehicle supply equipment and networks. These dealers have extensive knowledge of EVSE products and provide personalized customer service, on a national, regional and local basis, to ensure the right solutions are delivered to meet specific customer needs. Beam Global solutions are complementary to our resellers core offerings, enabling them to expand their portfolio into renewably powered, EV charging infrastructure solutions their customers require.	*
28	If your proposal includes delivery of services by prequalified contractors, describe your method of prequalification. State how prequalified contractors will be identified or selected by Sourcwell Participating Entities in the event of contract award.	<p>Beam Global's EV ARC™ operates off-grid and require no construction or utility connection. EV ARCs are transportable and movable so they are deployed, not installed. Further, Beam Global's Service force deliver and deploy EV ARCs to the customer's location(s) on behalf of our resellers, ensuring consistency and customer satisfaction in all of our deployments.</p> <p>Resellers are pre-qualified via an application and interview process and approved based on their expertise, safety record, financial health, and previous project success.</p> <p>Sourcwell Participating Entities will have access to our list of our resellers through our website and by engaging with their Beam Global representative.</p>	*

29	Service force.	<p>Beam Global's Service force is comprised of eight members who report to the Director of Operations. All Service staff are based at Beam Global's San Diego headquarters.</p> <p>The Service force engages with new customers after a purchase to arrange shipment and delivery logistics, then a Service team member travels with each shipment to receive, setup and commission the systems for each customer delivery.</p> <p>After delivery, the Service force utilizes a 4G LTE wireless connection to access the Remote Monitoring and Management System (RMMS) which allows the Service force to monitor and update EV ARC™ equipment remotely from our San Diego headquarters. The RMMS system also informs the Service force if a service visit is warranted; that process is described in further detail in the next line item response.</p>	*
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Orders by resellers are placed using the same process as our direct customer orders, which includes:</p> <ol style="list-style-type: none"> 1. Quotes are scoped and quoted based on the agency's application and requirements. 2. Orders are sent by the reseller to Beam Global. 3. Order confirmation, including product details, pricing, and estimated delivery timelines, are provided to the reseller via email after being reviewed for accuracy. 4. Site selection is then finalized and delivery schedule is confirmed. 5. Order is fulfilled (shipping and onsite deployment) is completed by Beam Global's Service force. <p>Throughout the ordering process, Beam Global acts as the point of contact for the reseller, providing coordination and oversight, customer support, and ensures the products are manufactured and deployed at the highest quality level.</p>	*
31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Beam Global provides comprehensive customer support to ensure seamless deployment and operation of our EV ARC™ and other Beam Global products. Our dedicated support team offers assistance with product selection, deployment, maintenance, and troubleshooting via phone, email, and on-site support as needed.</p> <p>Response Time Commitments</p> <ul style="list-style-type: none"> - General inquiries: 24 hours - Technical support: Same business day - Emergency issues: Within 2 hours - Warranty/service requests: Resolution within 5 business days <p>We ensure high service quality through proactive maintenance, remote diagnostics, and customer feedback programs. Unlike grid-tied solutions, Beam's off-grid design minimizes downtime and service needs, delivering hassle-free, resilient EV charging for Sourcewell members.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Beam Global is fully able and willing to provide our products and services to Sourcewell participating entities in the United States and Canada. The Company has delivered EV ARC™ systems to customers in 38 states, including Hawaii, as well as Puerto Rico and Europe.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Beam Global is fully able and willing to provide our products and services to Sourcewell participating entities in Canada; the Company has previously delivered EV ARC™ systems to the City of Richmond in British Columbia, as well as the City of Calgary. The Company expects more orders from Canadian participating entities as the electric vehicle industry continues to grow in this market.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	N/A	*
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	N/A	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	When qualified, yes.	*

38	Describe the process for installation of your products and services and explain the method of quotation, as applicable.	<p>When the EV ARC™ system is ready for shipment, each unit is "stowed" for transport with either our ARC Mobility™ Trailer product, on a flatbed trailer or in a shipping container. When the EV ARC™ arrives at the customer's location, a Beam Global Service Force technician will be onsite to receive and deploy the system. For ARC Mobility™ Trailer deliveries, the equipment arrives in the "stowed" configuration and the technician utilizes hydraulic rams on the trailer to lower the system into the designated parking space. The technician then performs the "un-stow" process, which includes raising the steel beam and unfolding the solar panels. After this is completed, the product is activated and commissioned so that it is ready to charge electric vehicles.</p> <p>For flatbed trailer or shipping container deliveries, the Service force coordinates with the customer to arrange a forklift to off-load the equipment, then the Service force technician performs the "un-stow" process following the same procedures.</p> <p>Beam Global quotes Shipping and Handling costs based on freight rates to ship the EV ARC™ systems to the customer's delivery location; the quantity of EV ARC™ systems being delivered determines the freight cost multiplier (if multiple shipments are required to deliver all equipment); then Beam Global's Service force adds the cost of staff transport, lodging and labor required to perform the delivery as previously described.</p>	*
39	Demonstrate your capabilities to provide solutions offered by providing a list of significant government, public agency, or similar entity projects completed in the past five (5) years.	<p>Beam Global has successfully deployed EV ARC™ charging solutions across numerous government agencies, municipalities, and public institutions. Below are key projects demonstrating our capabilities and experience:</p> <ol style="list-style-type: none"> 1. U.S. Department of Transportation (DOT) 2. California Department of Transportation (Caltrans) 3. New York City Department of Citywide Administrative Services (DCAS) 4. North Carolina Department of Corrections 5. US Navy Facilities (NAVFAC) 6. US Army <p>These are a sample of projects demonstrate Beam Global's expertise in deploying EV charging solutions for government and public agencies, ensuring energy resilience, sustainability, and rapid deployment without the need for construction or grid connection over the past 5 years. Our experience positions us as an ideal Sourcewell partner.</p>	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
40	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Beam Global will leverage a multi-channel marketing approach to drive awareness and adoption of our EV ARC™ and Beam Bike™ solutions through the Sourcewell contract. Our strategy includes:</p> <ul style="list-style-type: none"> - Targeted Outreach: Direct engagement with Sourcewell members via email campaigns, webinars, and personalized sales outreach to educate agencies on the benefits of off-grid, solar-powered EV charging. - Sourcewell Collaboration: Partnering with Sourcewell to feature Beam Global in their supplier directory, newsletters, and webinars, maximizing exposure to eligible agencies. - Industry Events & Trade Shows: Showcasing our solutions at municipal, fleet, and sustainability conferences to connect with government and non-profit buyers. - Digital & Social Media Marketing: Promoting the contract through LinkedIn, industry blogs, case studies, and video content demonstrating successful deployments. - Public Relations & Case Studies: Highlighting successful government and municipal deployments to build credibility and drive adoption. <p>This strategy ensures maximum visibility and engagement with Sourcewell members, accelerating procurement and deployment of resilient, off-grid EV charging solutions across public agencies.</p>	*
41	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Beam Global utilizes social media, SEO, marketing automation, and data analytics to enhance outreach and engagement.</p> <p>LinkedIn, email campaigns, and digital ads drive visibility, while CRM tools and analytics track engagement and optimize messaging. SEO and metadata strategies ensure high search rankings, and campaign performance tracking enables continuous improvement, ensuring Sourcewell members easily discover and adopt our off-grid EV charging solutions.</p>	*
42	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Sourcewell plays a critical role in promoting awarded agreements by providing a trusted cooperative purchasing platform, marketing suppliers to eligible agencies, and simplifying procurement for public sector buyers. Through its supplier directory, newsletters, webinars, and outreach programs, Sourcewell increases awareness and drives adoption of awarded solutions.</p> <p>Beam Global will fully integrate a Sourcewell-awarded agreement into our sales process by:</p> <ul style="list-style-type: none"> - Training our sales team to leverage Sourcewell as a key procurement pathway, streamlining purchases for government agencies. - Highlighting Sourcewell eligibility in marketing materials, website content, and direct outreach to potential buyers. - Engaging with Sourcewell's promotional efforts, including participation in their webinars, case studies, and trade events. - Aligning with government purchasing cycles, ensuring our solutions are easily accessible through Sourcewell's streamlined process. <p>This integration will enhance sales efficiency, reduce procurement barriers, and accelerate adoption of Beam's off-grid EV charging solutions for public agencies.</p>	*
43	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Currently Beam Global does not offer an e-procurement process direct to our customers. Some of our products are available through other cooperative purchasing programs including DGS in California and GSA.</p>	*

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

Line Item	Question	Response *	
44	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Beam Global offers standard product equipment, maintenance and operational resources included with customer purchases of EV ARC™ systems. Beam Global provides customers with technical resources upon delivery, and after delivery the customer's Salesperson provides additional user and operational training / guidance. Customers can also purchase additional training, Operation & Maintenance plans, equipment relocation and other custom services upon request; those additional services are provided on a per-quote basis.</p>	*

45	Describe any technological advances that your proposed Solutions offer.	<p>Beam Global's flagship EV ARC™ product is a self-contained energy generation, storage and distribution system that provides EV charging (and off-grid energy security) services at a customer's location. Designed to operate in the harshest of environments, the EV ARC™ is wind-rated to withstand winds of up to 160 mph. This makes it highly resilient and capable of continuing to operate even in severe weather conditions. Additionally, the system is flood-proof up to 9.5 feet, ensuring reliable performance during various environmental challenges.</p> <p>The EV ARC™ system is delivered to the customer within 90 days of purchase; the equipment does not require the typical engineering, construction, grid connection and site development work that other grid-tied EV charging infrastructure installations require. This allows customers to accelerate their timeline for EV charging development; it enables scalable deployment of EV charging across multiple sites simultaneously; it allows customers to provide EV charging services at leased facilities without any long-term commitment to the site itself; customers can even relocate the standalone and transportable equipment to new locations as customer and site infrastructure needs evolve over time. These unique features and benefits represent a distinct value proposition not available with other product offerings within this category.</p>	*
46	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Beam Global considers itself a sustainable technology and innovation company because all of our products are ""green"" energy solutions powered by 100% clean renewable energy.</p> <p>The EV ARC™ system converts solar energy into 100% renewable and emissions free fuel for electric vehicles; every time an EV plugs into Company equipment, that vehicle is ""Driving on Sunshine"". Beam Global's equipment can create new opportunities to power ""green"" initiatives for Sourcewell participating entities by providing EV charging services on location quickly and easily, and at sites where EV charging may otherwise be too difficult to develop through traditional methods due to infrastructure challenges. Even when Sourcewell participating entities are able to develop EV charging at their locations through traditional methods, it is often impossible to guarantee that the energy provided through those EV charging projects is completely ""green"" when those projects are connected to the utility grid. Over 50% of all energy generation within the US utility grid is still generated by the burning of fossil fuels; by contrast, every EV ARC™ system provided by Beam Global is powering customer EVs with a guaranteed ""green"" fuel source and allows EVs to drive 100% emissions free.</p>	*
47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
48	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Beam Global's EV ARC™ product line is unique within the industry as the fastest and easiest way to provide EV charging infrastructure at a location without any of the traditional installation work (i.e., permitting, engineering, construction, installation, grid connection, etc.)</p> <p>The EV ARC™ product has a lower Total Cost of Ownership (TCO) compared to a traditional grid-tied charging station thanks to all of the avoided costs that it allows participating entities to skip over, which includes the entire installation process. In addition, since the system is off grid, it will never generate a utility bill and as a result there are significant long-term cost savings.</p> <p>In addition, the standalone and self-generating nature of the EV ARC™ solution allows it to continue producing, storing and distributing clean energy for EV charging even in the event of a blackout or grid outage. This allows electric vehicles to continue to operate and charge even when there is no traditional grid power available. The need for off grid EV charging has become increasingly important as government agencies transition their Fleets to electric vehicles as a way to keep these vehicles running and still providing vital services to their constituents through any emergency scenario where there is no grid power.</p> <p>When equipped with the optional Emergency Power Panel feature, the EV ARC™ system can also double as an off grid power asset that can charge other vital devices powered by electricity through the 120V/240V outlets that are incorporated when traditional grid power is unavailable.</p> <p>The EV ARC™ is a permanent, but also transportable, piece of infrastructure. Unlike a traditional grid-tied charging station, the EV ARC™ can be moved with specialized equipment to another location without any construction or traditional installation work. This provides a unique layer of flexibility and scalability with one's charging infrastructure that is not possible with permanently installed grid-tied charging infrastructure. It also makes it a great solution for leased properties as well.</p>	*
49	Describe all end-user payment methods offered for charging, as applicable.	Check, ACH, Wire	*

50	Identify the data collected when your equipment, products, and services are accessed by an end-user.	<p>Before delivery, Beam Global's Service force collects the customer's location data and evaluates each site to confirm that product delivery procedures and performance standards will be met at the proposed location. Upon delivery, the standard RMMS service allows all EV ARC™ systems to collect data ranging from real-time solar generation, battery storage and load distribution levels as soon as the EV ARC™ product is activated for customer use.</p> <p>When an end-user accesses EV ARC™ equipment, products and services, the standard RMMS service will collect and report the amount of energy being distributed from the EV ARC™ through integrated charging hardware and provided to the end user; the customer's choice of EV charging hardware included on their EV ARC™ product may also collect both general and user-specific data that is then provided to the customer through the hardware manufacturer's own data reporting service. Beam Global sets up customer access to RMMS and 3rd party EV charging hardware data reporting services.</p>	*
51	Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable.	The EV ARC™ communicates via secure cellular connection through a VPN managed by Webbing Solutions. All data services are domestic.	*
52	Demonstrate your capabilities around long-term stewardship of proposed equipment, products, or services offered such as maintenance, performance warranties and guarantees, operational uptime, hardware warranties, and similar stewardship functions.	Beam Global's EV ARC™ systems have been providing renewable energy charging to EV owners for over a decade. Some of our earliest systems, dating back to 2015, are operational today, providing users with clean energy charging. We stand behind our systems with a 5-year warranty. Details of which are attached in the upload section.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
53	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.	Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
55		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
56		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
57		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
58		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
59		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
60		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
61	Describe your payment terms and accepted payment methods.	Payment terms are Net 30 days on approval, payable with Check, ACH, Wire.	*
62	Describe any leasing or financing options available for use by educational or governmental entities.	Beam Global works with 3rd party companies to provide finance and lease options to educational and governmental agencies.	*
63	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Please see upload section.	*
64	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. 3% fee.	*
65	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Beam Global utilizes a transparent, structured pricing model that includes line-item discounts for Sourcewell members. Our pricing approach ensures government agencies and educational institutions receive competitive, pre-negotiated discounts while maintaining flexibility for bulk purchases.</p> <p>Pricing Model Overview</p> <ul style="list-style-type: none"> - Standard List Pricing: Base price for each product, including hardware, installation (if applicable), and optional add-ons. - Sourcewell Discounted Pricing: A percentage discount off standard pricing applied exclusively for Sourcewell members. - Seamless Ordering: Sourcewell members can directly procure Beam solutions using pre-approved pricing, eliminating lengthy bid processes. - Custom Quotes for Large Orders: Agencies purchasing in bulk can request tailored pricing based on deployment scale. <p>Beam Global's pricing structure ensures affordability, transparency, and streamlined procurement for Sourcewell members seeking resilient, off-grid EV charging solutions.</p>	*
66	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Beam Global's is offering Sourcewell approximately 22% discount from MSRP and 2% discount from standard price.	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	The Company provides customers with a 1% discount for single purchases of 100 units or greater.	*
68	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	N/A	*
69	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Beam Global has submitted a Shipping and Handling cost matrix, but also quotes Shipping and Handling costs based on freight rates to ship EV ARC™ equipment to the customer's delivery location; the quantity of EV ARC™ products being delivered determines the freight cost multiplier (if multiple shipments are required to deliver all equipment); then the Company's Service force adds the cost of staff transport, lodging and labor required to perform the delivery as previously described.	*
70	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping and Handling costs based on freight rates to ship EV ARC™ equipment to the customer's delivery location; the quantity of EV ARC™ products being delivered determines the freight cost multiplier (if multiple shipments are required to deliver all equipment); then the Company's Service force adds the cost of staff transport, lodging and labor required to perform the delivery as previously described.	*
71	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For offshore delivery (AK, HI) EV ARCs are shipped in 40' (2 EV ARCs) and 20' (1 EV ARC) shipping containers. For shipments to Canada via road freight, EV ARCs can be shipped in 40' and 20' shipping containers, on flatbed trailers or using Beam's ARC Mobility trailer.	*
72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

73	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Beam Global ensures full compliance with the Sourcewell agreement through a structured self-audit process. Our CRM system automatically applies Sourcewell pricing, preventing errors and ensuring consistency. We conduct internal audits, perform random spot checks on invoices, and verify Sourcewell member eligibility before processing orders. Our sales team is trained to follow contract pricing rules, and any discrepancies are quickly corrected with refunds if needed. Additionally, we can provide annual compliance reports to Sourcewell, ensuring pricing integrity and transparency for all participating entities.	*
74	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>If awarded a Sourcewell agreement, Beam Global will track key performance metrics to measure its impact and ensure success. These include:</p> <p>Sales Performance:</p> <ul style="list-style-type: none"> - Number of Sourcewell purchases (units sold via contract) - Total revenue generated through Sourcewell <p>Customer Engagement & Adoption:</p> <ul style="list-style-type: none"> - Number of Sourcewell agencies utilizing the contract - Repeat purchases from Sourcewell members <p>Marketing & Outreach Effectiveness:</p> <ul style="list-style-type: none"> - Inbound leads and inquiries from Sourcewell promotions - Participation in Sourcewell webinars, events, and marketing campaigns <p>Operational & Compliance Metrics:</p> <ul style="list-style-type: none"> - Accuracy of Sourcewell pricing applied through CRM tracking - Order fulfillment time for Sourcewell purchases <p>Regular analysis of these metrics will help Beam Global refine its sales, marketing, and operational strategies, ensuring strong adoption and continued success with the Sourcewell contract.</p>	*
75	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	3%	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
76	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	N/A	*

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

Line Item	Question	Response *
77	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>The EV ARC™ system combines a solar PV array with patented BeamTrak™ sun tracking technology and lithium-ion battery storage into the world's only scalable, transportable and standalone EV charging solution. The EV ARC™ product line can rapidly deploy Level 1 through Level 2 EV charging services without any engineering, construction or grid connection work needed. The transportable, off-grid product is unique within the industry because it can double an off grid energy security asset that charges EVs and other electronics onsite in the event of grid failure. Full product specs, features and pricing are detailed in the upload section.</p> <p>Beam Gloal arranges shipping and handling services that are custom quoted for each product purchase. Beam Global's delivery service includes onsite equipment setup performed by in-house Service force members.</p> <p>EV ARC™ standard product services include the Remote Monitoring and Management Service (RMMS) with data reporting capabilities; additional services that can be provided on a per quote basis include Operation & Maintenance coverage plans, equipment repair and relocation services, and training services.</p>
78	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Beam Global has identified several possible subcategory fields where EV ARC™ systems could be listed at Sourcewell's discretion:</p> <p>Within category 33 – Manufacturing:</p> <ul style="list-style-type: none"> - Sub-category 336 - Transportation Equipment Manufacturing: - Sub-category 3369 - Other Transportation Equipment Manufacturing <p>Within category 423 – Merchant Wholesalers, Durable Goods:</p> <ul style="list-style-type: none"> - Sub-category 4238 - Machinery, Equipment, and Supplies Merchant Wholesalers - Sub-category 4234 - Professional and Commercial Equipment and Supplies Merchant Wholesalers <p>Within category 4238 – Machinery, Equipment, and Supplies Merchant Wholesalers:</p> <ul style="list-style-type: none"> - Sub-category 42386 - Transportation Equipment and Supplies (except Motor Vehicle) Merchant Wholesalers
79	Demonstrate your experience and capabilities installing and supporting Level 3 DC Fast Chargers	Beam Global has developed a Level 3 DC Fast Charging solution, utilizing the existing EV ARC™ architecture, that has been deployed on a limited basis. We will continue development of this solution and potentially bring it to market based on specific customer requests and demand. This solution is not being offered within this proposal.
80	Demonstrate the capabilities of proposed equipment, products, or services in regard to Charger-to-Charger Network Communication, Charging Network-to-Charging Network Communication, and Charging Network-to-Grid Communication.	N/A

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

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

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

Line Item	Category	Requested equipment, products or services	Offered *	Comments	
81	Category 1: On-Grid Electric Vehicle Supply Equipment and related services	All forms of network and non-network electric vehicle charging hardware and related infrastructure, including charging stations	<input type="radio"/> Yes <input type="radio"/> No		*
82		Services related to the offering of electric vehicle charging hardware, including maintenance, repair, parts, supplies, and training	<input type="radio"/> Yes <input type="radio"/> No		*
83		Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware	<input type="radio"/> Yes <input type="radio"/> No		*
84		Electric vehicle supply network service providers and operators, charge monitoring and reporting services, billing services, grid and power management solutions, with related software technology	<input type="radio"/> Yes <input type="radio"/> No		*
85		Category 1 responders MAY include off-grid (Category 2) solutions in their response, are you proposing Category 2 equipment?	<input type="radio"/> Yes <input type="radio"/> No		*

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

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

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

Line Item	Category	Requested equipment, products or services	Offered *	Comments	
86	Category 2: Solar and Off-Grid ONLY Electric vehicle charging hardware and related infrastructure, including charging stations	All forms of network and non-network electric vehicle charging hardware and related infrastructure, including charging stations	<input checked="" type="radio"/> Yes <input type="radio"/> No	The EV ARC™ provides charging services through the customer's choice of EV charging hardware. Beam Global offers a non-networked EVSE option, which is included in the pricing document upload section. Compatible networked EVSE options are chosen and supplied by the customer.	*
87		Services related to the offering on electric vehicle charging hardware, including maintenance, repair, parts, supplies, and training	<input checked="" type="radio"/> Yes <input type="radio"/> No	Beam Global systems come standard with 5 Year Limited Warranty and extensive component warranty coverage plans, as detailed in the "Beam Global Warranty" attachment in the document upload section. Beam Global provides educational and training support with each EV ARC™ system.	*
88		Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	Beam Global Service force performs a virtual site assessment, and provides site preparation guidance materials before delivery. Site preparation is minimal and simply requires the customer to block off the designated parking space and surrounding parking spaces. A Beam Global Service force member sets up the EV ARC™ equipment onsite as previously described. These costs are included in the custom S&H quote.	*
89		Electric vehicle supply network service providers and operators, charge monitoring and reporting services, billing services, grid and power management solutions, with related software technology	<input type="radio"/> Yes <input checked="" type="radio"/> No	Network service and software are selected by the Agency and provided by their choice of provider.	*
90		Category 2 responders may ONLY offer solutions capable of operating off-grid	<input checked="" type="radio"/> Yes <input type="radio"/> No	The EV ARC™ operates off-grid.	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - BeamGlobal-Sourcewell_RFP_021825_Pricing_021825.pdf - Tuesday February 18, 2025 16:11:53
 - [Financial Strength and Stability](#) - BEEM (Beam Global) General form for quarterly reports under Section 13 or 15(d) (10-Q) 2024-11-14.pdf_.pdf - Tuesday February 18, 2025 15:18:29
 - [Marketing Plan/Samples](#) - Marketing Plan_Samples_Beam Global.zip - Tuesday February 18, 2025 15:56:00
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Standard Transaction Documents_Beam Global.zip - Tuesday February 18, 2025 15:44:29
 - Upload Additional Document (optional)
 - [Requested Exceptions](#) - RFP_021825_Electric_Vehicle_Supply_Eqpt_Master_Agreement_BeamGlobal_021725 LAP comments.docx - Tuesday February 18, 2025 15:29:52

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☒ Yes ☐ No

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

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

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