

**MASTER AGREEMENT #022525****CATEGORY: Passenger and Crowd Flow Management Solutions and Related Products****SUPPLIER: Beonic, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Beonic, Inc., 3090 Bristol Street, Suite 400, Costa Mesa, CA 94965 (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 April 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 #022525 to Participating Entities. In Scope solutions include:
- a) Passenger detection, movement, flow, tracking and counting at various touchpoints, entrance-to-gate analytics;
- b) Passenger dwell, occupancy and service level monitoring, automatic passenger counting (APC);
- c) Queue management, wait times, foot fall traffic patterns and analytics, asset utilization;
- d) Unusual behavior detection and incident monitoring;
- e) Real-time Smart Transit Displays and Equipment;
- f) 3D vision and AI sensors for people & vehicle movement;
- g) Traffic flow dividers, panels, and stanchions; and
- h) Electronic and mobile check-in kiosks.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

**13) Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

**14) Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

**16) Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a 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 construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
  - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

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

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

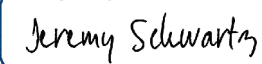
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

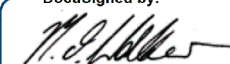
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Beonic, Inc.

Signed by:  
  
 By: C0FD2A139D06489...  
 \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 4/22/2025 | 3:34 PM CDT  
 \_\_\_\_\_

DocuSigned by:  
  
 By: DE58C45737E141F...  
 \_\_\_\_\_  
 Michael Walker  
 Title: Chief Information Officer  
 Date: 4/23/2025 | 6:07 AM AEST  
 \_\_\_\_\_

# RFP 022525 - Passenger and Crowd Flow Management Solutions and Related Products

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## Vendor Details

Company Name: Beonic Inc

Does your company conduct business under any other name? If yes, please state: No

Address: 3090 Bristol Street, Suite 400  
Boulder, CO 80305  
Costa Mesa, California 94965

Contact: Danny Peleg

Email: danny.peleg@beonic.com

Phone: 720-320-0034

Fax: 720-320-0034

HST#: 85-0806977

## Submission Details

Created On: Tuesday January 07, 2025 23:30:35

Submitted On: Monday March 03, 2025 19:04:22

Submitted By: Danny Peleg

Email: danny.peleg@beonic.com

Transaction #: a14dabf1-b207-4875-a5d2-cfd28ef2938a

Submitter's IP Address: 147.243.203.244

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## 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.	Beonic, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Beonic does not currently have a CAGE code or SAM registration, as these have not been required for any airport or transit-related projects we've undertaken. However, we are open to registering if needed.	*
5	Provide your NAICS code applicable to Solutions proposed.	541511	
6	Proposer Physical Address:	3090 Bristol Street, Suite 400, Costa Mesa, CA 94965	*
7	Proposer website address (or addresses):	<a href="https://www.beonic.com/">https://www.beonic.com/</a>	*
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):	Danny Peleg, VP Sales and BD for NA. 3090 Bristol Street, Suite 400, Costa Mesa, CA 94965 danny.peleg@beonic.com phone 720-320-0034	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Danny Peleg, VP Sales and BD for NA. 3090 Bristol Street, Suite 400, Costa Mesa, CA 94965 danny.peleg@beonic.com phone 720-320-0034	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	*

**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>Beonic (ASX: BEO) is a leading global provider of AI-based Passenger and Crowd Flow Management Solutions to the aviation industry. With over 80 airports deployed and measuring 25% of the world's traveling public, our solutions transform how airports collect, analyze, and extract value from their data from curb to gate. Incorporated in 2014, Beonic (formerly Skyfil) pioneered using WiFi and IoT sensor technologies to understand the flow of visitors in large public venues. The newly merged CrowdVision and inside business was then acquired by Beonic in 2022, uniting a formidable team of passenger flow experts with an aim to create the next generation of Passenger and Crowd Flow Management Solutions. Serving customers on six of the seven continents led us to invest in a 24/7/365 support team that follows the sun. This capability sets Beonic apart from others in our industry because of the level of support and reliability that we can offer our partners.</p> <p>At Beonic, we are guided by the following core values:  Innovation: Continuously pushing the boundaries of what's possible with cutting-edge technology.  Integrity: Building trust through transparent practices and ethical business operations.  Customer-Centricity: Delivering solutions directly addressing our clients' unique challenges and goals.  Collaboration: Fostering strong partnerships with clients, stakeholders, and industry leaders to create shared success.  Sustainability: Committing to environmentally responsible practices in developing and deploying our solutions.</p> <p>The primary industry verticals we serve are airports, retail, smart cities, and sports venues. Our platform is open to various first- and third-party data sources, enabling us to meet a constantly growing number of use cases and requirements. Beonic's business philosophy revolves around delivering actionable insights through data. Technology's value lies in transforming raw information into meaningful intelligence that drives impactful decisions. Our client-focused approach ensures that every solution we provide is technically advanced and aligns with our customer's strategic objectives.</p> <p>We also recognize the importance of agility in today's fast-paced world. By adapting to our clients' and the market's evolving needs, we ensure our solutions remain relevant and practical.</p> <p>Over the past 14 years, Beonic has demonstrated unmatched longevity and reliability in the crowd analytics industry. Our success is built on a foundation of innovation and trust, backed by a proven track record of implementing scalable solutions across diverse industries. Today, our Passenger and Crowd Flow Management Solutions are best in class and used by airports worldwide.</p>	*
12	What are your company's expectations in the event of an award?	Beonic is excited about the opportunity to partner with Sourcewell as an approved supplier of Passenger and Crowd Flow Management Solutions. We expect to build a strong and collaborative relationship with Sourcewell in the event of an award, ensuring our solutions align with member needs. We are committed to delivering high-quality, innovative crowd analytics systems while maintaining transparency, accountability, and operational excellence. By leveraging the Sourcewell network, we aim to provide tailored solutions that address specific challenges. We continuously improve through member feedback to ensure long-term success and measurable value for all parties.	*
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.	<p>Beonic is a publicly listed company on the Australian Stock Exchange. (BEO: ASX) Please find a link to our annual report: <a href="https://cdn-api.markitdigital.com/apiman-gateway/ASX/asx-research/1.0/file/2924-02844548-2A1544014">https://cdn-api.markitdigital.com/apiman-gateway/ASX/asx-research/1.0/file/2924-02844548-2A1544014</a></p> <p>Please find a link to the completion of a recent capital raise with sophisticated investors: <a href="https://cdn-api.markitdigital.com/apiman-gateway/ASX/asx-research/1.0/file/2924-02818928-2A1529881">https://cdn-api.markitdigital.com/apiman-gateway/ASX/asx-research/1.0/file/2924-02818928-2A1529881</a></p>	*
14	What is your US market share for the Solutions that you are proposing?	Beonic has been selected by over 80 airports globally. In the United States, we provide services to 19 of the top 100 airports in North America. These airports include John F Kennedy Airport Terminal 4, John F Kennedy Terminal 6, Orlando Airport, O'Hare Airport, Midway Airport, Indianapolis Airport, BWI Airport, Regan National Airport, Washington Dulles Airport, Newark Airport Terminal A, Miami Airport, Charlotte Airport, Nashville Airport, San Antonio Airport, Austin Airport, Phoenix Airport, Richmond Airport, Tulsa Airport, Portland Airport, and Detroit Metro Airport	*
15	What is your Canadian market share for the Solutions that you are proposing?	Beonic does not currently have any Canadian Airports under contract. However, we are in ongoing discussions with several Canadian airport operators.	*

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.	Beonic has never been involved in any bankruptcy proceedings since its establishment, and until today.	*
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?	Beonic is a service provider. Our solutions are sold and serviced by internal teams and distributed throughout seven offices across four continents. As an extension of our sales efforts, we also have reseller partners who sell our solutions to their customers. Beonic offers end-to-end professional services to complement our solutions. These services include solution design, hardware procurement and configuration, project management, ongoing remote management and support, and data science and analysis services. Cabling and technology installation (hardware) is generally carried out by airport-accredited electricians or technicians familiar with the terminal(s). Our teams comprise of sales, pre-sales, solution consultants, DevOps engineers, sys ops engineers, product managers, service delivery technicians, and customer success managers.	*
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.	Beonic's ISO27001 certification underscores our commitment to the highest information security standards, ensuring that our customers' data is protected with industry-leading best practices. This certification demonstrates our rigorous approach to managing risks, safeguarding sensitive information, and maintaining compliance with global security regulations. For our customers, this means peace of mind knowing that their data is handled with the utmost integrity, reducing vulnerabilities and ensuring secure, reliable crowd analytics solutions. Our adherence to ISO27001 reinforces trust and confidence in Beonic as a technology partner dedicated to security, resilience, and operational excellence.  Beonic complies with the following standards: ISO 27001 2013, ISO 27001 2022, GDPR, CCPA, and CSA STAR Level One.  Beonic requires all subcontractors to hold suitable insurance to work in airports. All contractors are adequately ID-badged for the respective airports they operate in and are certified electricians when necessary for deployment. These requirements ensure compliance with airport security protocols, maintain safety standards, and guarantee high-quality installations of our technology. By enforcing these standards, we uphold reliability, security, and professionalism in every project.	*
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.	Beonic has never been subject to any debarments or suspensions since its establishment, for either the company or any responsible party.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Financial Review Fastest Growing Technology Companies (2024), CRN Fast50 (2018, 2019, 2020, 2022 and 2023).	*
21	What percentage of your sales are to the governmental sector in the past three years?	The governmental sector is responsible for 70% of Beonic sales in North America.	*
22	What percentage of your sales are to the education sector in the past three years?	The education sector is responsible for 5% of Beonic sales in North America.	*
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?	Beonic currently does not have any state cooperative purchasing agreements. However, if necessary, we are open to exploring and establishing such agreements to support our partnerships and projects.	*
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?	Beonic currently does not have any GSA contract or SOSA agreements. However, we are open to exploring and establishing such agreements to support our partnerships and projects if necessary.	*

**Table 2B: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
JFKIAT	Steve Tukavkin	917-628-5279	*
Port of Portland (PDX Airport)	Walter Marchbanks	503-830-6686	*
Charlotte Airport	Brendon Washburn	704-589-5368	*

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

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

Line Item	Question	Response *	
26	Sales force.	Beonic Salesforce is comprised of twelve (12) salespeople, five (5) customer success managers, and four (4) solution architects, whose primary roles are designing, selling, and servicing our customers. Our sales team has 50 years of combined experience selling passenger flow management technology and software solutions to the airport sector. In addition to our aviation experience, the Beonic sales team holds a wealth of knowledge in retail and retail shopping malls, which is incredibly complimentary as airport operators expand their passenger flow requirements beyond check-in and security checkpoints into landside and airside retail concourses. Our US-based sales team is strategically located in Denver, Utah, Costa Mesa, and San Francisco.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Beonic's primary sales channel is direct to airports; however, our product is also sold via a select number of airport-centric technology and managed service providers, including SITA, Boingo, and Infax. Given the specialized nature of our software and technology offering, our strategy is to limit our reseller arrangements to a select number of specialized resellers. When our services are sold via a partner, the partner acts as the head contractor and is responsible for the end-to-end delivery of the service. Our authorized partners resell and provide Level 1 and Level 2 support. Our partnership strategy is to remain closely aligned with the customer and their requirements, including pre-sales, solution design and delivery, end-user training, and support. The partner's responsibility is to install all infrastructure, including cabling, switching, and technology (hardware) for passenger flow management. The Beonic software platform is commissioned by Beonic technicians and service delivery teams and managed via the partner. Given the diverse nature of airports' IT-managed service models, we remain flexible and open to forming partnerships and teaming agreements to meet customers' needs.	*
28	Service force.	Beonic Service force consists of project managers, service delivery teams, and level 1-3 customer support teams. The project management team consists of five (5) Project Managers responsible for managing customer expectations, developing project plans, documenting project scope and deliverables (SOW), handling procurement, assigning tasks, managing stakeholders, and mitigating project risks. Our Service Delivery team and System Operations is made up of thirty eight (38) employees dedicated to the deployment, monitoring, and maintenance of on-premise systems (edge processing and device management) and operative systems. The customer support team provides technical assistance, performs remote troubleshooting, and collaborates with technical resources to resolve customer issues efficiently.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Upon being awarded a contract directly with a customer to deploy our Passenger and Crowd Flow Management Solutions or other services, Beonic prepares and presents the solution design, manages the procurement of the hardware, provides project management oversight for the term of the deployment, and technical professional services where technology (hardware devices) are required to deliver the service. If cabling is a requirement, we recommend engaging certified and airport-approved cabling contractors who are familiar with the cabling and switching topology of the airport and holding the relevant airside passes to conduct work freely across all areas of the airport or terminal.</p> <p>Upon successful award of a tender, a contract will be prepared in collaboration with the customer. A supporting statement of work (SOW) will be prepared that sets out all aspects of our pricing and solution design, delivery methodology, service levels, and payment terms.</p> <p>If a partner (reseller) is awarded the head contract, Beonic and the partner will agree on the steps and contracting process outlined above.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Beonic will make the Beonic IO platform and support services available in accordance with the Beonic Service Level Agreement, which can be found at <a href="http://www.beonic.com/sla">www.beonic.com/sla</a> , as amended and updated from time to time. Notification of any changes to the SLA will be posted in the SaaS web portal and also sent via email to the platform's registered users no less than thirty (30) days before the change. Please see a document titled: Beonic Service Priority Levels in the attached Beonic Documents folder.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Beonic currently provides service and support to some of Sourcewell's members. Our sales and service personnel live across the country, and we are committed to extending our service to all Sourcewell members in the US and Canada.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Beonic currently provides service and support to some of Sourcewell's members. Our sales and service personnel live across the country, and we are committed to extending our service to all Sourcewell members in the US and Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no geographic constraints in the United States and Canada to support Sourcewell partners.	*
34	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	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Beonic has no restrictions or specific requirements that would apply to participating entities in Hawaii, Alaska, or U.S. Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, it is subject to Beonic's standard review and due diligence process.	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *	
37	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>At Beonic, our marketing strategy is rooted in data-driven precision and tailored messaging to ensure we effectively communicate the value of our solutions. For participating Sourcewell customers, Beonic would deploy a multi-channel approach designed to drive awareness, engagement, and action. Our strategy includes:</p> <ol style="list-style-type: none"> <li><b>1. Targeted Outreach to Key Stakeholders</b> We identify and target industry-specific executives, operations teams, and decision-makers using precise segmentation based on industry pain points (e.g., queue management, passenger flow optimization, safety, people counting, WiFi Analytics,, etc.). Outreach channels include LinkedIn campaigns, direct email sequences, and industry-specific publications.</li> <li><b>2. Leverage of Case Studies and Thought Leadership</b> We believe the best approach to promoting our solution is by promoting our customer success stories or case studies. In partnership with our customers and partners, we produce testimonial case studies to highlight the success that our customers and partners have delivered by deploying our software and technology solutions. Beonic benefits from a catalog of case studies across aviation, retail, the public sector, and education.</li> <li><b>3. Event Sponsorships and Speaking Opportunities</b> Beonic is an active participant at key industry events and industry awards and is regularly asked to present our products and services at these events. We participate in and sponsor high-impact industry events like the Passenger Terminal Expo (PTE) the National Retail Federation (NRF), to name a few more. Our goal is to showcase our expertise in providing solutions to industry-specific problems. Events are our stage to promote targeted solutions to common industry problems. A partnership with Sourcewell will feature in our catalog and in-event marketing. Landing Pages and Gated Content Dedicated landing pages tailored for this contract opportunity would serve as the central hub for all digital marketing efforts, hosting downloadable resources like white papers and case studies while capturing leads for follow-up and automated nurturing.</li> <li><b>4. Social Proof and Testimonials</b> We believe in the power of social media to promote customer and industry advocacy. We use testimonials from satisfied partners to establish credibility and reinforce our reputation as a trusted provider of AI-powered solutions for complex environments.</li> </ol>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our marketing efforts are amplified by data to ensure precision targeting, campaign optimization, and actionable insights. Key aspects include:</p> <ol style="list-style-type: none"> <li><b>1. Social Media for Audience Insights</b> We analyze LinkedIn metadata to understand our audience's demographics, engagement patterns, and preferred content formats. We use this data to refine our targeting and ensure our campaigns resonate with key industry ICPs.</li> <li><b>2. AI-Driven Campaign Optimization</b> Beonic uses AI tools to track real-time engagement across channels, identify trends, and adjust campaigns dynamically for maximum effectiveness. AI also helps us predict the best-performing content types and posting schedules.CRM and Marketing Automation Our CRM system integrates with marketing automation platforms like HubSpot to create personalized, behavior-driven journeys. For example, leads interacting with a case study on queue management receive follow-ups specific to operational efficiency in airports.</li> <li><b>3. Geo-Targeting and Programmatic Advertising</b> We utilize geo-targeting to ensure campaigns are highly localized, reaching stakeholders in specific regions or airports. Programmatic advertising extends our reach across premium, industry-specific platforms. SEO and Data-Driven Content Development We leverage keyword research and analytics to create high-value content tailored to airport stakeholders. Search engine marketing (SEM) campaigns, paired with retargeting ads, drive additional visibility for this opportunity.</li> <li><b>4. Performance Analytics and Reporting</b> Advanced reporting dashboards consolidate data from all channels, providing insights into campaign performance, lead generation metrics, and ROI. These insights inform continuous optimization and alignment with stakeholder priorities.</li> </ol>	*
39	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?	Our goal is to have Sourcewell promote Beonic to its customer base through its marketing and communications program. Beonic will use the Sourcewell brand and product offering in our sales and marketing collateral to promote our accreditation as an Sourcewell provider.	*
40	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.	Beonic solutions are not available through an e-procurement ordering process	*

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



Line Item	Question	Response *	
41	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>The Beonic Customer Success Program includes ongoing training and support provided by a dedicated subject matter expert. This program offers standard and advanced training for all users of the Beonic platform, ensuring they can effectively utilize the platform and maximize its benefits. A detailed description of the Customer Success Program is as follows:</p> <p><b>Beonic Customer Success Program</b></p> <p>Beonic has developed a Customer Success Program based on experience in successfully implementing and enabling our solutions throughout an international footprint of venues. There are three phases to the Beonic Customer Success Program included in the purchase:</p> <ol style="list-style-type: none"> <li>1. Enable. Onboard and enable each asset to be up and running with the platform.</li> <li>2. Adopt. Educate the airport users on the platform's benefits, how to use it, when to use it, and what outcomes to expect.</li> <li>3. Embed. Drive positive and lasting behavioral change at the airport through the use of the platform and associated applications within the airport ecosystem</li> </ol> <p><b>Success Workshop Defined</b></p> <p>To define the Customer Success Program for the airport, Beonic will engage stakeholders from across the airport business to participate in a Success Workshop. The workshop aims to define a success framework to determine the successful implementation and ongoing use of the Beonic IO platform.</p> <p><b>Training and Support Material</b></p> <p>Beonic will provide up to four (4) hours of face-to-face training for Administrators and Super Users, comprising one "train-the-trainer" workshop and three Super User training sessions. These sessions will provide sufficient knowledge for the airport to manage the IO platform internally.</p> <p>The IO Platform also has a repository of related support materials, including how-to guides, best practice documents, product videos, and FAQs.</p> <p><b>Dedicated Account Management</b></p> <p>As part of the Customer Success Program, Beonic will provide a Customer Success Manager to work with stakeholders and users at the airport. This person will act as a key point of contact between Beonic and the airport and will be responsible for:</p> <ol style="list-style-type: none"> <li>1. Communication between the airport and key Beonic team members</li> <li>2. Escalation point for product support requests</li> <li>3. Provision of ongoing product information and updates on product enhancements</li> <li>4. Informal training sessions on product enhancements</li> <li>5. Evaluating platform adoption to identify areas of optimization and improvement</li> </ol> <p>The Customer Success Manager will arrange regular sessions with the key stakeholders to meet the implementation and platform goals. Please see a document titled: Beonic Customer Success Program in the attached Beonic Documents folder</p>	*

42	Describe any technological advances that your proposed Solutions offer.	<p>At the core of our solutions is the ability to measure and analyze people's positions in our customers' environments. Although this is one of the earliest features we developed, we still invest in continuous improvement by researching new ways to increase accuracy and reduce our customers' costs of ownership.</p> <p>However, our customers have specific requirements for how our analytics augment their day-to-day operations. Below are some of the ways we are meeting their demands.</p> <p><b>Multi-Sensor Integration</b> Our platform supports position data from nearly any source, with the most common being LiDAR, stereoscopic or infrared people counters, and Wi-Fi. Each of these passively reports the presence and whereabouts of individuals. Recently, we partnered with a company that actively tracks the positions of non-human assets like wheelchairs and mobility carts, using a Bluetooth Low Energy (BLE)-based technology. This has further expanded our capabilities and demonstrates the flexibility of the Beonic platform.</p> <p><b>Advanced Conditional Alerting and Messaging</b> Airport staff are highly action-oriented when it comes to balancing passenger loads. They make specific decisions based on all the conditions they are aware of to relieve pressure on the terminal's resources and process passengers as efficiently as possible.</p> <p>We built a feature to support airport staff when these decisions are made. Our advanced conditional alerting and messaging feature is configured to constantly check multiple conditions in key airport locations and trigger a text message or API message to alert staff on what to do next.</p> <p>One of the primary purposes of this feature is to help balance passenger traffic at security checkpoints. For example, the system monitors conditions where the wait time at one checkpoint exceeds another by more than 10 minutes. At the same time, it evaluates the number of passengers currently at check-in. If the check-in occupancy suggests that few passengers are likely to reach the less busy checkpoint soon, the system alerts airport staff to redirect passengers to the quieter checkpoint.</p> <p><b>AODB Integration</b> Flight schedules and airport resource allocations provide crucial context for platform users. Initially, the need to measure check-in queues drove the development of our native AODB integration. This innovation enabled us to present queue data by flight and carrier, significantly enhancing its value for customers.</p> <p>Today, we extend flight and carrier dimensions to a wide range of relevant data. This includes gate assignments for arriving and departing flights, identifying the passenger mix in immigration halls, and tracking the dwell time of passengers from specific flights at each baggage claim carousel.</p> <p><b>Beonic Displays</b> We recently released a new feature in response to a common airport pain point: Publishing Beonic analytics to digital signage to communicate with passengers and staff. Airports typically have to rely on third-party vendors to design and create visual interfaces for these displays and pull data from Beonic's API. Our new Beonic Display feature allows airports to generate interfaces with any analytics and publish them to a publicly accessible URL. This feature saves significant costs by reducing the number of vendors required to deliver this service and simplifies the entire process.</p> <p><b>Passenger Flow Simulation</b> One of the most exciting near-term feature releases is Passenger Flow Simulation. Beonic's data science team has developed a way to utilize generative AI models to produce data simulations based on configurable parameters. For example, a customer service team member could ask for a prediction of customer visits at Starbucks. The generative AI model predicts the most likely outcome, utilizing historical data and other relevant contextual information. Then, the user can test the potential impact of increasing open hours for each day's earliest flights by viewing the likely number of customer conversions gained. Our new simulation tool automates and improves the more traditional forecast modeling exercises, which are typically very manual, static, and time-intensive.</p>
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43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Beonic is committed to achieving the principles of responsible environmental management, sustainability, and protection of the natural environment in our workplace. We recognize our moral and legal responsibility to ensure that our activities, equipment, materials, and services are designed to protect and enhance the environment in the communities in which we operate and our obligations to ensure that our operations do not place the natural environment or the local community at risk of harm.</p> <p>This policy sets out the responsibilities of the Company and its employees with the aim that together we work towards environmental improvement and prevention of pollution. In so far as this policy imposes any obligations on the Company (i.e. those additional to those set out under legislation), those obligations are not contractual and do not give rise to any contractual rights. To the extent that this policy describes benefits and entitlements for employees (ie, those additional to those set out under legislation), they are discretionary in nature and are also not intended to be contractual. The terms and conditions of employment that are intended to be contractual are set in an employee’s written employment contract. The Company may unilaterally introduce, vary, remove, or replace this policy at any time. The Company, as a person conducting a business or undertaking (PCBU), is committed to:</p> <ol style="list-style-type: none"> <li>1. Reduce waste through innovative work practices and recycling practices;</li> <li>2. Minimize environmental impacts by reducing the polluting substances produced by our operations, activities, materials, or services.</li> <li>3. Minimize the impact of our operations on the neighboring community</li> <li>4. Increase the use of environmentally acceptable materials, equipment, and technology in place of those that are considered harmful.</li> <li>5. Ensure that our suppliers follow acceptable environmental policies</li> <li>6. Actively promote environmental awareness among Employees, clients, and the general public.</li> </ol> <p>RESPONSIBILITIES</p> <p>We recognize that the overall responsibility of environmental sustainability rests with Management, who will be accountable for the implementation of this policy. These responsibilities include:</p> <ol style="list-style-type: none"> <li>1. Ensuring that all environmental policies and procedures are implemented;</li> <li>2. Ensuring all applicable requirements are identified and met;</li> <li>3. Establishing measurable objectives and targets to ensure continued improvement aimed at the elimination of waste, pollution, and environmental harm;</li> <li>4. Encouraging consultation and cooperation between Management, Employees and stakeholders in matters which may affect or impact on the environment;</li> <li>5. Providing adequate resources to meet these environmental commitments.</li> </ol> <p>Workers also have responsibilities, which include:</p> <ol style="list-style-type: none"> <li>1. Following all environmental policies and procedures;</li> <li>2. Recognizing and reporting hazards that may affect the environment’s health and well-being.</li> </ol> <p>Please see a file titled: Environmental Policy Beonic in the attached Beonic Document folder.</p>	*
44	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	*

45	<p>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>	<p>1. Advanced LiDAR Technology for Crowd Analytics Beonic leverages state-of-the-art LiDAR sensors to deliver precise, non-intrusive people counting and crowd analytics. Unlike traditional methods, our LiDAR technology provides unparalleled accuracy even in complex, high-traffic environments. This ensures reliable data collection without compromising privacy or operational efficiency.</p> <p>2. A Unified Platform for Comprehensive Insights Beonic's platform seamlessly integrates data from multiple sources—including LiDAR sensors, cameras, and Wi-Fi systems—to deliver real-time, actionable insights into crowd movements and behaviors. By merging these data streams, we offer a holistic view of people flow and occupancy, providing unmatched accuracy and flexibility across various environments, from bustling airports to public libraries.</p> <p>3. Seamless Integration with Existing Systems Our solutions are designed to seamlessly integrate with existing infrastructures, minimizing disruption and reducing the need for costly reconfigurations. This adaptability allows Sourcewell entities to enhance operational efficiency while maximizing their investments.</p> <p>4. Scalability and Customization Beonic's systems are highly scalable, catering to spaces of all sizes—from small facilities to expansive, high-traffic venues. We tailor our solutions to meet the specific needs of Sourcewell members, ensuring optimal performance in diverse environments, including public libraries, transportation hubs, and educational institutions.</p> <p>5. Actionable Insights Through Advanced Data Analytics Our platform provides real-time and historical data analytics, empowering Sourcewell participants to make data-driven decisions. These insights enable more efficient space utilization, optimized staff allocation, and enhanced visitor experiences, ultimately improving operational efficiency and customer satisfaction.</p> <p>6. Privacy-First Approach At Beonic, we prioritize privacy by focusing on anonymous data collection methods, ensuring full compliance with public sector regulations. Our commitment to data security builds public trust and supports ethical data usage.</p> <p>7. Industry-Leading Expertise and Versatility With extensive experience across various sectors—transportation, retail, education, and public spaces—Beonic delivers industry-leading solutions tailored to the unique challenges of Sourcewell entities. Our cross-industry expertise ensures best practices and innovative solutions designed for maximum impact.</p> <p>8. Comprehensive Support and Training We provide end-to-end support and comprehensive training to ensure that Sourcewell participants fully leverage Beonic solutions' capabilities. Our dedicated team ensures a smooth implementation process and ongoing assistance to maximize the return on investment.</p> <p>9. Future-Ready Technology and Continuous Innovation Beonic is committed to continuous innovation, keeping our solutions at the forefront of crowd analytics and people-counting technology. This forward-thinking approach ensures that Sourcewell members benefit from the latest advancements, maintaining a competitive edge in an ever-evolving landscape.</p>	*
46	<p>Demonstrate whether your solutions integrate with other systems such as CCTV, WiFi, IoTs, boarding pass scanning stations etc. to provide a holistic picture of passenger movements within an airport terminal, transit hub or other facility.</p>	<p>We have already discussed how IoT sensors are used as position data sources in our platform. WiFi has also been mentioned as a source of crowd measurement data, though we offer additional features.</p> <p>Many of the features that fall under the category of Beonic Engage are WiFi related. With a simple connection to a facility's WiFi system, users can capture customer information through a customizable captive portal on their guest WiFi and set rules for segmenting and storing audiences. From there, highly targeted email campaigns can be sent directly from our platform, which offers an email design tool to help our customers stay on brand. Leveraging data from the integrated WiFi system, event-based triggers can be set to engage with customers at key moments, such as an email survey that follows up on a customer's experience an hour after they leave. Our customers broadly use this solution in our airport and retail verticals.</p> <p>We support data integrations from computer vision systems that track passenger progress using timestamped face ID data and are currently deploying such a system at an airport terminal in the United States. While we have strategically declined to develop our own face recognition or face ID features, we see these solutions as valuable components in our passenger flow management system vision and actively design this technology into our solutions using partners.</p> <p>Likewise, our platform supports boarding pass scan data to profile the mix of passengers by flight. This dataset's primary advantage is that it provides a point-in-time record of which flight's passengers experienced certain crowd conditions.</p>	

47	Describe how your solution uses predictive analytics to provide schedule deviation information due to irregular operations, bad weather, or other unforeseen events.	<p>Our system presents crowding trends daily and compares them to typical trends based on historical data. As conditions change, our predictions respond to what is measured. Regarding longer-term predictions, we offer expected crowd conditions up to two weeks in advance, but those long-term predictions do not respond to unforeseen events.</p> <p>We have worked with solution providers whose focus is staff and resource planning. If operations are regular, they offer updated plans. That solution leverages our real-time analytics to make that determination, primarily rather than identifying the impact of specific events like weather.</p>
48	Demonstrate whether your solutions allow flexibility for airports, other transit hubs, or facilities to use various sensor equipment from a variety of suppliers.	<p>Beonic's team pioneered the sensor-agnostic approach in the crowd analytics industry. This decision was profoundly meaningful, as it has allowed us to respond to customer requests over the years. We offer this type of flexibility in two ways.</p> <p>The first is by prioritizing the integration and support of legacy and upcoming sensor technologies. Our team routinely acquires sample units for testing in our lab, where we assess their quality. If they pass, we pursue a relationship with the vendor to confidently design them into solutions, knowing they can accommodate our service level agreements.</p> <p>The second is by seeking new makes and models of sensors within a single sensor technology category. LiDAR is a prime example. Our data pipeline is architected in such a way that the majority of LiDAR manufacturers can be integrated without significant time or effort. Despite continuous testing of new models, however, our standards are rigorous. We only accept sensors that meet manufacturing volume and hardware quality requirements, point cloud attributes and precision, and price. All of these standards need to be met before we will use them at a customer site.</p>
49	Describe any data ownership or privacy regulations you must comply with and how you accomplish meeting those requirements.	Beonic complies with global data processing and privacy regulations in the jurisdiction in which it operates. The terms governing the processing of personal data by Beonic are set out in Beonic's Data Processing Addendum, found at <a href="https://beonic.com/dpa">https://beonic.com/dpa</a> .
50	Demonstrate how you ensure your data storage solutions are cost effective including where data is stored, who owns the data and how system upgrades are handled.	<p>Beonic processes and stores data in a multi-tenant AWS Cloud account to maximize cost efficiency. Instances are deployed based on region. We manage both the East and West Coasts of the United States and have additional regions deployed worldwide to meet latency and data sovereignty requirements.</p> <p>Our platform updates are released every week. If off-schedule updates are planned to be released to meet the needs of a specific account, we will notify them of when the change will occur. Likewise, on-premise software, which primarily only applies to our LiDAR-based systems, will be updated on an ad-hoc basis with notice sent to the customer and an option to roll back if any system is disrupted.</p> <p>Sourcewell partner data would reside in the region nearest their location, and they would own it. They would have full access to all data for the duration of their account. If they decide not to renew their Beonic subscription, they would have the opportunity to retrieve all of their data before Beonic deletes it to meet our contractual obligations for data management.</p>

**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment	
51	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	Beonic will subcontract an MBE, WBE, or VBE partner on a project-by-project basis to fulfill XBE requirements when necessary.	*
52		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Provided by International Global Solution, Corp.	*
53		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Provided by C-CAT.	*
54		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
55		Veteran-Owned Business Enterprise (VBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Provided by VanCom, LLC.	*
56		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
57		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
58		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
59		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 *	
60	Describe your payment terms and accepted payment methods.	Beonic standard payment terms are net 30 days. Accepted payments are ACH / Wire Transfers or checks.	*
61	Describe any leasing or financing options available for use by educational or governmental entities.	Beonic standard payment terms are net 30 days. Accepted payments are ACH / Wire Transfers, or checks.	*
62	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>1. SOW Template - Set out the commercial terms, payment milestones and outline the work required to deploy Beonic's IO.<a href="https://docs.google.com/document/d/1mhERWalWFLidkyZJswDKcaJm0MkiAETU/edit">https://docs.google.com/document/d/1mhERWalWFLidkyZJswDKcaJm0MkiAETU/edit</a></p> <p>2. SLA - Beonic guarantees a 99.85% uptime for its services, excluding scheduled maintenance and force majeure events. Downtime includes significant service disruptions, with exceptions for planned and emergency maintenance. Subject to change: <a href="http://www.beonic.com/sla">www.beonic.com/sla</a></p> <p>3. Customer terms (EULA) if via reseller - Beonic's Customer License Terms govern the use of their services provided through authorized partners. Beonic may amend these terms at any time. <a href="http://www.beonic.com/customer-terms">www.beonic.com/customer-terms</a></p>	*



63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	No	*
64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Beonic offers a turnkey deployment style for all aspects except customer network configuration and cabling and installation (except when we are required to subcontract an installer). Therefore, our pricing model includes hardware, any perpetual third-party software licensing required, and professional services as upfront capital expenditures. Below are example items that represent a typical deployment:</p> <p>Hardware</p> <ul style="list-style-type: none"> <li>-Sensors hardware</li> <li>-Sensor cable assemblies</li> <li>-Mounting brackets</li> <li>-Server software licenses</li> <li>-Sensor software licenses</li> </ul> <p>Professional Services</p> <ul style="list-style-type: none"> <li>-Technical site survey</li> <li>-Solution design</li> <li>-System deployment (remote)</li> <li>-System configuration (remote)</li> <li>-Project management</li> <li>-Hardware staging and shipping</li> </ul> <p>We also charge an annual subscription that covers data processing and storage fees, remote monitoring and support fees, and any third-party software support license fees. An example is below:</p> <p>Annual Subscription</p> <ul style="list-style-type: none"> <li>-Platform fee (per sensor)</li> <li>-Remote monitoring and support (per sensor)</li> <li>-Server software support licenses</li> <li>-Sensor software support licenses</li> </ul> <p>A more detailed pricing list has been uploaded with this response, which indicates the Sourcwell discounted price.</p>	*
65	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.	In our detailed pricing list document, titled "Beonic - Pricing Summary.pdf," we have listed Sourcwell partner pricing first and our MSRP list pricing second. The partner pricing discount that we applied to our crowd flow analytics and people counting options is approximately 10% on hardware and third-party licenses and 16% off on annual platform fees. WiFi-based offerings like Insights and Engage are discounted 15%.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	<p>We discount pricing based on volume under certain conditions. Customers who have demonstrated interest in scaling quickly to multiple coverage areas or multiple sites are eligible for volume discounts as they reach mutually agreed upon milestones.</p> <p>Airport customers are eligible for volume discounts in a similar way, but try to be more flexible and creative to help them work within the boundaries of their budget schedules or procurement rules.</p> <p>Beonic is known for competitive pricing, but as a standard approach, we offer our list pricing to most customers.</p>	*
67	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.	Beonic is a solution-led software and technology provider. Each airport or terminal is unique in terms of terminal layout and design, and customer requirements can vary once the areas of interest for passenger flow and crowd analytics are defined. To address the needs of the airport, we adopt a tailored approach to solution design and pricing. This ensures that our solution design and supporting pricing meets only those requirements set out by the customer and is delivered in the most cost-efficient manner.	*
68	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.	When we price projects, we include as many elements of the total project cost as we can reasonably estimate upfront, including hardware staging, shipping, and handling. We execute our change request process for any items that present themselves during deployment that we were unaware of, such as specific equipment painting requirements or other design requirements.	*

69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Beonic will itemize shipping as a separate charge for quotes that include hardware. The shipping fee is calculated based on the dimensions and weight of each shipment, ensuring that pricing is transparent and accurately reflects the logistical costs involved. This detailed breakdown enables customers to understand all expenses and make well-informed purchasing decisions.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For quotes that include hardware, Beonic will itemize shipping to Alaska, Hawaii, Canada or any offshore delivery as a separate charge. The shipping fee is calculated based on the dimensions and weight of each shipment, ensuring that pricing is transparent and accurately reflects the logistical costs involved. This detailed breakdown enables customers to understand all expenses and make well-informed purchasing decisions.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	There are no unique distribution and/or delivery methods or options offered in our proposal.	*
72	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.	<p>Beonic will implement a comprehensive self-audit program to verify compliance with our proposed agreement with Sourcewell, ensuring that all participating entities receive proper pricing and contractual benefits. Our self-audit process will include the following key elements:</p> <p>1. Pricing Verification and Monitoring</p> <ul style="list-style-type: none"> <li>-Beonic will maintain a centralized pricing database that reflects the agreed-upon Sourcewell contract pricing.</li> <li>To ensure compliance, every quote and purchase order from a Sourcewell-participating entity will be cross-checked against the contract price list.</li> <li>-A quarterly pricing audit will be conducted to confirm that no unauthorized pricing deviations have occurred.</li> </ul> <p>2. Sales and Contract Compliance Review</p> <p>Pre-Sale Compliance Check: The sales and Pre-Sales teams will verify that Sourcewell members are provided with contract-eligible pricing before finalizing sales.</p> <p>Post-Sale Review: Periodic internal audits will analyze invoices and purchase records to ensure alignment with the Sourcewell agreement.</p> <p>-Discount Tracking: Any applicable discounts or promotional offers will be documented and reconciled to confirm that they do not conflict with contract terms.</p> <p>3. Automated Reporting and Transparency</p> <ul style="list-style-type: none"> <li>-Beonic will generate quarterly reports summarizing Sourcewell contract sales, including pricing details, entities involved, and any deviations.</li> <li>-These reports will be shared with Sourcewell upon request to maintain transparency.</li> <li>-An internal compliance dashboard will be used to monitor transactions and flag potential pricing inconsistencies.</li> </ul> <p>4. Internal Compliance Training</p> <ul style="list-style-type: none"> <li>-Beonic's sales, finance, and customer support teams will undergo mandatory compliance training to understand Sourcewell's pricing policies.</li> <li>-Ongoing refresher training will be provided to keep teams updated on any contract amendments or pricing structure changes.</li> </ul>	*
73	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>The key internal metrics we track to measure project or contract win performance are twofold:</p> <p>Financial: Total Contract Value gross margin, project delivery milestones and timeframes, team resource allocation</p> <p>Non-financial: Software user adoption, platform utilization metrics, customer net promoter score surveys, and qualitative metrics gathered from monthly, quarterly, and annual business reviews with end-user stakeholders</p>	*
74	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.	Beonic will remit an Administration Fee of 3% of the Total Contract Value (TCV) of the Beonic quote provided to the customer, payable to Sourcewell.	*

**Table 6B: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Beonic pricing is included in the mandatory attached documents section of this response.

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

Line Item	Question	Response *
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Please see the attached document, "Beonic—Solutions Overview.pdf," for a more detailed description of the solutions below.</p> <p><b>Passenger and Crowd Flow Management Solutions</b> Our comprehensive portfolio of passenger and crowd flow management solutions is designed to address the diverse needs of public facilities such as airports, ports, railways, bus stations, and other transit hubs. We provide a wide array of out-of-the-box, turnkey technologies that allow for seamless tracking, analysis, and optimization of pedestrian and vehicle movement. These solutions are built for scalability and flexibility, ensuring they can meet the requirements of facilities ranging from small regional hubs to large-scale international environments.</p> <p><b>Modular and Holistic Solutions for Passenger Flow Management</b> We offer modular solutions tailored for specific touchpoints and integrated systems that provide a high-level view of the entire passenger journey. These solutions empower facility operators to enhance operational efficiency, improve safety, and deliver superior passenger experiences. With our technology, facilities can clearly and actionably understand passenger flow's micro and macro aspects.</p> <p><b>Point Solutions for Touchpoint Analysis</b> We provide specialized solutions for targeted passenger flow analysis and tracking at specific locations, including: Queue analysis and wait time management: Real-time data ensures optimal staffing and resource allocation to minimize passenger delays. People counting at restrooms, gates, and key terminal areas: Simplified systems designed for precision and ease of deployment. Pedestrian and vehicle tracking at curbside areas: Systems that support efficient pick-up, drop-off, and movement in high-traffic transit zones. Broader Movement Monitoring for Curb-to-Gate Tracking For a more comprehensive approach, we offer integrated solutions that fill the gaps in measuring the complete passenger journey. These systems use advanced technologies such as: Wi-Fi-based analytics: Leveraging existing infrastructure to track real-time and historical passenger movement patterns. Computer vision technologies: Integration with third-party CCTV-based computer vision systems to augment data collection and accuracy. Multi-system interoperability: Data from various sensors and systems unified into a single analytics platform, enabling a cohesive understanding of passenger flow from curb to gate. Advanced Analytics and Service Monitoring To meet the need for in-depth analysis of passenger behavior and facility utilization, our solutions include robust analytics capabilities: Dwell and occupancy monitoring: Gain insights into peak usage times and flow bottlenecks, enabling data-driven decision-making. Service level tracking: Measure and monitor performance standards to ensure passenger satisfaction and compliance with operational benchmarks. Footfall and traffic pattern analysis: Identify key trends to optimize facility operations and layout design. <b>Smart Transit Displays and Information Systems</b> Our solutions include real-time information displays vital for keeping passengers informed and engaged. These systems, such as our proprietary display solutions, provide up-to-the-minute updates on transit schedules, gate information, and wayfinding. They are designed for easy integration into existing infrastructure while enhancing the passenger experience.</p>
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Queue management systems, passenger flow management systems, retail analytics systems, people counting, curbside analytics systems, restroom occupancy systems, gate hold room analytics and passenger counting, smart displays

Table 7B: Depth and Breadth of Offered Solutions

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.

Line Item	Category or Type	Offered *	Comments	
78	Passenger detection, movement, flow, tracking, and counting at various touchpoints, curb-to-gate analytics	<input checked="" type="radio"/> Yes <input type="radio"/> No	This is a Beonic standard offering.	*
79	Passenger dwell, occupancy, and service level monitoring, automatic passenger counting (APC)	<input checked="" type="radio"/> Yes <input type="radio"/> No	This is a Beonic standard offering.	*
80	Queue management, wait times, foot fall traffic patterns and analytics, asset utilization	<input checked="" type="radio"/> Yes <input type="radio"/> No	This is a Beonic standard offering.	*
81	Unusual behavior detection and incident monitoring	<input checked="" type="radio"/> Yes <input type="radio"/> No	This depends on the specific use case.	*
82	Real-time Smart Transit Displays and Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Provided by using the Beonic display module.	*
83	3D vision and AI sensors for people & vehicle movement	<input checked="" type="radio"/> Yes <input type="radio"/> No	This is a Beonic standard offering.	
84	Traffic flow dividers, panels and stanchions	<input type="radio"/> Yes <input checked="" type="radio"/> No	This is not part of Beonic's standard offering; however, if required for a project, it will be provided through Lavi, a trusted Beonic partner.	
85	Electronic and mobile check-in kiosks	<input type="radio"/> Yes <input checked="" type="radio"/> No	This is not part of Beonic's standard offering; however, if required for a project, it will be provided through SITA, a trusted Beonic partner.	

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

**Line Item 86. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Pricing](#) - Beonic - Pricing Proposal.pdf - Monday March 03, 2025 14:56:37
- Financial Strength and Stability (optional)
- Marketing Plan/Samples (optional)
- [WMBE/MBE/SBE or Related Certificates](#) - XBEs-20250304T004117Z-001.zip - Monday March 03, 2025 18:42:56
- [Standard Transaction Document Samples](#) - SOW - Template\_RFP\_Feb\_2025.docx.pdf - Monday March 03, 2025 14:57:19
- [Requested Exceptions](#) - Master\_Agreement\_022525\_Passenger\_Crowd\_FLow (Beonic Redline) (1) (1).docx - Monday March 03, 2025 18:45:56
- [Upload Additional Document](#) - Beonic Documents.zip - Monday March 03, 2025 15:03:43

## 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. - Danny Peleg, VP Sales and Business Development, Beonic



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
<b>Addendum 4 Passenger and Crowd Flow Management RFP 022525</b> Mon February 24 2025 09:58 AM	<input checked="" type="checkbox"/>	1
<b>Addendum 3 Passenger and Crowd Flow Management RFP 022525</b> Tue February 18 2025 07:19 AM	<input checked="" type="checkbox"/>	3
<b>Addendum 2 Passenger and Crowd Flow Management RFP 022525</b> Fri February 14 2025 08:21 AM	<input checked="" type="checkbox"/>	7
<b>Addendum 1 Passenger and Crowd Flow Management RFP 022525</b> Tue February 11 2025 08:13 AM	<input checked="" type="checkbox"/>	2