

**MASTER AGREEMENT # 062625****CATEGORY: Mobile and Self-Propelled Power Storage Equipment with Related Attachments****SUPPLIER: Xos Fleet, 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 Xos Fleet, Inc., 3550 Tyburn St., Suite 100, Los Angeles, CA 90065 (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 August 11, 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 # 062625 to Participating Entities. In Scope solutions include:
 1. Sourcewell is seeking proposals for behind the meter (BTM) Mobile and Self-Propelled Power Storage Equipment with Related Attachments, such as:
 - a. Self-propelled Mobile Power Units (MPUs) with attachments, hydraulics, and/or tools;
 - b. Mobile Power Units (MPUs), Energy Storage Units (ESUs), and/or Battery Energy Storage Systems (BESS) with attachments that are mobile such as:
 - i. Skid mounted and/or containerized; and,
 - ii. Wheeled or trailer mounted; and,
 - c. Accessories related to solutions described in subsections 1 a. and b. i-ii. above.

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

 2. In order to be determined responsive, responders must meet the following criteria:
 - a. The Power Storage Equipment must be 50kWh or greater in total energy capacity.
 - b. The Power Storage Equipment must be bi-directional.
 - c. The Power Storage Equipment must be capable of 25kW or greater nominal output.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** To the extent provided in the XOS Warranty, a copy of which will be made available to Participating Entity prior to purchase, 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; and (b) the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

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

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with

applicable requirements as referenced above.

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:

- Maintenance and management of this Agreement;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Participation in reviews with Sourcwell.

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcwell, Supplier will pay an Administrative Fee to Sourcwell 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

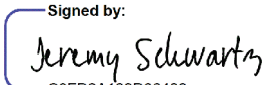
timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

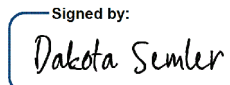
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of 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, and Supplier will require use of its standard forms of Mutual Non-Disclosure Agreement, Terms and Conditions of Sale, Hub Lease Agreement, and Hub Limited Warranty (the "XOS Warranty") (collectively referred to as "Standard Forms"), and the terms of the Standard Forms as mutually agreed upon between Supplier and Participating Entity, shall govern any transactions between said parties. 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.

062625-XOS

Sourcewell

Xos Fleet, Inc.

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/7/2025 | 12:57 PM CDT

Signed by:

E05C0C38DFAB452...
By: _____
Dakota Semler
Title: CEO
Date: 8/7/2025 | 12:42 PM CDT

RFP 062625 - Mobile and Self-Propelled Power Storage Equipment with Related Attachments

Vendor Details

Company Name: Xos Fleet, Inc.

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

Address: 3550 Tyburn St.
Los Angeles, California 90065

Contact: Aldan Shank

Email: aldan.shank@xostrucks.com

Phone: 206-356-1913

HST#: 47-5495280

Submission Details

Created On: Wednesday June 11, 2025 18:14:33

Submitted On: Wednesday June 25, 2025 17:55:26

Submitted By: Aldan Shank

Email: aldan.shank@xostrucks.com

Transaction #: 3f88d855-0bf2-42c7-90c9-971fb04e99d2

Submitter's IP Address: 147.243.242.208

Specifications

Table 1: Responsiveness Criteria (In order to be determined responsive, responder must meet the following criteria)

Line Item	Criteria	Required Answer *	Comments
1	The Power Storage Equipment must be 50kWh or greater in total energy capacity.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Total capacity for our submitted products range from 100 kWh to over 400 kWh.
2	The Power Storage Equipment must be bi-directional.	<input checked="" type="radio"/> Yes <input type="radio"/> No	The equipment can both import and export power in either or both AC or DC.
3	The Power Storage Equipment must be capable of 25kW or greater nominal output.	<input checked="" type="radio"/> Yes <input type="radio"/> No	All submitted equipment can export well above 25 kW.

Table 2: 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 *	
4	Provide the legal name of the Proposer authorized to submit this Proposal.	Xos Fleet, Inc.	*
5	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
6	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).	D.B.A. Xos Trucks	*
7	Provide your CAGE code or Unique Entity Identifier (SAM):	UEI G53AKBQCWV16 CAGE 9BEC3	*
8	Provide your NAICS code applicable to Solutions proposed.	335999	
9	Proposer Physical Address:	3550 Tyburn St Suite 100, Los Angeles, CA 90065	*
10	Proposer website address (or addresses):	xostrucks.com	*
11	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):	Dakota Semler, CEO, 3550 Tyburn St Suite 100, Los Angeles, CA 90065, dks@xostrucks.com, +1 (818) 322-9402	*
12	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Aldan Shank, Director of Mobile Charging, 3550 Tyburn St Suite 100, Los Angeles, CA 90065, aldan.shank@xostrucks.com, +1 (385) 288-0851	*
13	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Not Applicable	*

Table 3A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
14	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Xos was founded in 2016 and has been delivering vehicles to customers since 2018. Xos is a leading commercial electric vehicle (EV) original equipment manufacturer (OEM) and provider of charging solutions for commercial fleets. Xos aims to enable fleets to transition to EVs, providing total cost of ownership (TCO) savings, and is supported by regulatory tailwinds. The company is both a vehicle OEM and a provider of charging solutions for commercial fleets.</p> <p>Xos's business philosophy can be described by these core values:</p> <p>Enabling EV Transition: Xos focuses on helping fleets adopt EVs by removing roadblocks through mobile charging units, fixed charging hardware, and turnkey infrastructure services. We believe that everything that can go electric, will go electric. Today there is a strong business case for electrification of any equipment driving roughly 200 miles or less on a given route.</p> <p>The Triple Bottom Line: We believe that electrification of fleets can play an outsized role in planetary decarbonization efforts, while also improving the public health outcomes of the communities we serve by reducing emissions of harmful pollutants in the air we breathe.</p> <p>Total Cost of Ownership (TCO) Savings: Xos's proprietary technology is designed to save fleets money, with most seeing payback times of fewer than five years before incentives.</p> <p>Custom Solutions: Xos offers in-house teams that assist customers in designing and installing charging infrastructure tailored to their needs.</p> <p>Innovation: Xos uses in-house software and controls to rapidly iterate on critical EV technologies.</p> <p>Quality: Xos focuses on manufacturing, quality, and supply chain management with on-site leadership ensuring adherence to quality standards and a culture of constant improvement.</p> <p>Flexibility: Xos provides mobile and fixed charging options to support various customer needs.</p> <p>Xos's industry longevity is demonstrated by:</p> <p>Experience: Xos has experience in scaling vehicle production, which has enabled long-term supply agreements for critical components such as batteries, motors, and power electronics.</p> <p>Manufacturing Capabilities: Xos has a 124,000 sq ft factory in Byrdstown, Tennessee, with a current production capacity of 2,400 vehicles per year that can be expanded to 5,000.</p> <p>Customer Base: For our mobile EV charging solution, customers include investor owned utilities, state departments of transportation, school bus distributors, a marine terminal operator, aircraft manufacturers, autonomous vehicle companies, last mile delivery fleets, and a variety of vocational truck fleets. For our commercial electric vehicles (Class 5 step vans), customers include parcel delivery, uniform and linen services, utilities, and armored transport.</p> <p>Market Leadership: Xos delivers more medium duty electric delivery vans than any company in the United States. Xos regularly wins bids against traditional automotive manufacturers, and has 6 years of history in delivering commercial electric vehicles, with millions of miles on the road.</p> <p>Commercial Availability: The first Hub was built in 2021, while the current iteration of the Xos Hub has been widely commercially available since 2023. The current version of the Hub is the result of years of testing, and has been in consistent serial production from early 2023.</p> <p>Deliveries: Xos has successfully manufactured and delivered over 1,000 units to fleet customers across North America, with leading customers including FedEx, UPS, Loomis, Cintas, Unifirst, and Alisco.</p> <p>Ongoing Development: Xos is continuously working to improve its products, and is currently developing new vehicle and Hub models based on customer feedback and market demand.</p>

15	What are your company's expectations in the event of an award?	In the event of an award, Xos plans to continue conducting outreach to ports, state government agencies, and local government agencies who have EV fleets or who are transitioning to EV fleets, who may benefit from the Xos Hub, and who conduct procurement via Sourcwell. We will also add healthcare organizations and educational institutions to our outreach list, knowing that it will be an easier procurement path with Sourcwell in place. Essentially, any fleet establishing or growing their EV fleet is a candidate for our mobile charging solutions. With Sourcwell's permission, we would like to put out a press release announcing the award.	*
16	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.	Please refer to Q1 2025 10-Q and FY2024 10-K: 10-Q - https://www.sec.gov/ix?doc=/Archives/edgar/data/0001819493/000181949325000081/xos-20250331.htm 10-K - https://www.sec.gov/Archives/edgar/data/1819493/000181949325000043/xos-20241231.htm	*
17	What is your US market share for the Solutions that you are proposing?	The market for mobile EV chargers and energy storage systems remains in its early stages. Xos was one of the first manufacturers in this category, launching the Xos Hub mobile EV charger prototype approximately three years ago. While sales data for this segment remains limited, Xos believes it holds a majority market share, based on publicly reported deliveries from other manufacturers and on Xos's deep understanding of customer demand and leading buyers in this space. Xos Hubs are being utilized by a variety of customers in different use cases such as truck fleet operators, autonomous car fleet operators, technology companies doing research and development of electric vehicles, public transit agencies, and investor owned utilities.	*
18	What is your Canadian market share for the Solutions that you are proposing?	We have not yet entered the Canadian market for mobile EV charging but we are open to working with any Canadian customer.	*
19	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 Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Not Applicable; Xos has not had any bankruptcy proceedings in its company history.	*
20	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?	Xos is a manufacturer. a) Not applicable. b) Xos primarily distributes and sells its products through its internal sales and business development teams. Additionally, we work with a select group of dealer partners in specific geographic territories, including Thompson Truck Center (Tennessee, Mississippi, Alabama), Yancey Truck (Georgia), and Gabrielli (New York, New Jersey, Pennsylvania). Xos also distributes mobile energy storage and charging units through both small resellers (examples: RKU Distributing and Echelon Distribution in California) and large distributors (example: ABM, nationwide). Our service network operates under a hybrid model, combining our internal Xos Services team with authorized third-party service providers. The Xos Services team covers the entire lower 48 states, with a strong presence in coastal regions where vehicle density is highest. Our service technicians operate a fleet of mobile maintenance vehicles, equipped with tooling and diagnostics to handle technical issues on-site. In areas with a lower vehicle population, we supplement our internal team with brick-and-mortar dealerships and mobile maintenance companies. A list of pre-approved service partners is regularly updated and available on our website, ensuring comprehensive support for all Xos products nationwide.	*

21	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Xos maintains a comprehensive portfolio of licenses and certifications to meet industry and regulatory requirements. We hold 21 state manufacturing licenses as an on-highway licensed vehicle OEM across the United States, along with five state dealer licenses, enabling direct distribution in those states and dealer sales in all other states. These dealer relationships could be leveraged for the distribution of the products covered in this</p> <p>In addition to manufacturing and dealer licenses, Xos complies with federal regulations, including Federal Motor Vehicle Safety Standards (FMVSS). All Xos on-highway vehicles undergo complete FMVSS certification testing through accredited third-party laboratories.</p> <p>For non-highway products, such as mobile charging infrastructure and powertrain components, we adhere to industry standards and certifications from national testing laboratories, including UL certification and compliance with ISO standards (specific certifications are listed later in this bid response). Additionally, we meet SAE standards where applicable, ensuring the highest quality and safety standards across all product lines.</p>	*
22	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.	Xos and its management team, including all directors and officers, have never been debarred or suspended from conducting business with federal, state, or local governments.	*
23	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Over the past five years, Xos has been recognized with several industry awards for innovation and excellence in commercial transportation. These include being ranked No. 51 on Deloitte's 2023 Technology Fast 500 and No. 102 in 2022, highlighting Xos as one of North America's fastest-growing technology companies. In 2021, Xos received the National Timmy Award for Best Tech for Good, recognizing its impact on sustainability and transportation.</p> <p>In addition to these industry accolades, Xos has also received several confidential awards directly from customers, including recognition for exceeding quality standards in product deliveries and customer service excellence.</p>	*
24	What percentage of your sales are to the governmental sector in the past three years?	Government sales account for approximately 1.5% of Xos's total revenue over the past 3 years. The majority of our business is from vehicles sales to private fleets. Over half of Xos's total revenue from mobile energy storage and charging units has come from government agencies and ports.	*
25	What percentage of your sales are to the education sector in the past three years?	Sales to the education sector totaled roughly 0.9% of Xos's total revenue over the past 3 years.	*
26	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?	<p>Xos has been awarded two separate state purchasing agreements with the California Department of General Services (DGS) for the Xos Class 5 Step Van. We also recently secured a subsequent purchasing agreement for the Xos Class 6 Medium Duty Xos Truck (MDXT) product. These contracts were recently awarded, and as such, no sales have been made under these supply agreements to-date.</p> <p>Additionally, Xos was awarded a purchasing agreement through qualified small business resellers in response to a contract opportunity from the California Department of Transportation (Caltrans). Under this agreement, approximately \$4.5 million in purchases have been made in the past 12 months for the Xos Hub and related products.</p>	*
27	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?	The Xos Hub was recently listed on the federal GSA schedule in January of 2025. This contract was recently awarded, and as such, no sales have been made under this agreement to-date, but one Xos customer is currently in the process of procuring two mobile charging units via the GSA contract.	*

Table 3B: References/Testimonials

Line Item 28. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
California Department of Transportation (CalTrans)	Brent Herrera	559-288-4710	*
City of Portland	Stacey Bennett	503-865-6707	*
Port of Long Beach	Robert Martinez	562-577-4405	*

Table 4: 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 *
29	Sales force.	<p>Dedicated internal sales force: Xos has a dedicated internal sales force of 10 individuals who cover national, regional, and government accounts. This includes a director for Xos's mobile charging products, a director of government incentives and contracts, and a state and federal contracts specialist with procurement experience as an active duty service member in the US Armed Forces.</p> <p>Dealer and service partners: Xos has 7 dealer and service partner companies who help sell and service Xos products throughout North America.</p>
30	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	For Sourcewell participating entities, all product solutions will be sold and delivered by Xos.
31	Service force.	<p>Xos primarily distributes and sells its products through its internal sales and business development teams. Additionally, we work with a select group of dealer partners in specific geographic territories, including Thompson Truck Center (Tennessee, Mississippi, Alabama), Yancey Truck (Georgia), and Gabrielli (New York, New Jersey, Pennsylvania).</p> <p>Our service network operates under a hybrid model, combining our internal Xos Services team with authorized third-party service providers. The Xos Services team covers the entire lower 48 states, with a strong presence in coastal regions where customer density is highest. Our service technicians operate a fleet of mobile maintenance vehicles, equipped with tooling and diagnostics to handle technical issues on-site.</p> <p>In areas with a lower customer population, we supplement our internal team with brick-and-mortar dealerships and mobile maintenance companies. A list of pre-approved service partners is available on our website, ensuring comprehensive support for all Xos products nationwide.</p>
32	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	After any requisite product demonstrations and product alignment meetings, customers convey their interest in purchasing Xos's charging products. Xos and the customer negotiate and agree upon terms and conditions for the sale. Xos provides a sales quote which the customer uses to generate a purchase order. Once the purchase order is received, Xos Finance confirms the order and invoices per the agreed upon terms.
33	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Customers can request support and or service via multiple avenues: By telephone: 1-855-909-4407 By email: support@xostrucks.com Through Xosphere, our telematics and customer support portal</p> <p>When service is requested via the above channels, a service case is automatically created within our internal service management system. From there, the customer case will appear under the "service requests" tab of the Xosphere online portal, where customers can track updates and learn more about the service resolution. If customers do not utilize Xosphere, the assigned customer contact on the service ticket will receive automated email updates regarding ticket progress as well as outreach from our Customer Experience (CX) team.</p> <p>How Xos dispatches service: - We work with our network of Xos mobile technicians and service provider partners to dispatch service. - We record key service metrics and information as each case progresses.</p> <p>Xos CX Team - The Xos CX team manages inbound and outbound calls, texts, emails, and chats to work directly with our field service team and manage service cases. - The CX team are also experts with Xosphere and help customers with site navigation and troubleshooting. - The CX team's primary goal is to ensure that our customers are completely satisfied with their Xos experience.</p> <p>Multi Channel Support: Xos offers a 24/7 omnichannel support, meaning the CX team is available to support customers around the clock across multiple channels, including phone, email, live chat, and the Xosphere service portal.</p>

34	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Xos is eager to collaborate with Sourcewell participating entities. Over the past year, several local and state government agencies have referenced Sourcewell as their preferred procurement path, and often the necessity of a competitive bid process has delayed the sales process, even when ours was the customer's preferred solution. If Xos were selected as an awardee for this Sourcewell solicitation, we would support the sale of our charging solutions for all participating entities, increasing production as needed to meet the increased demand. Our manufacturing facility in Tennessee currently has the capacity to produce 500 mobile charging units annually.	*
35	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Xos will sell any of its listed products to participating entities in Canada, and will ship the items per the attached table of shipping fees. Xos has existing experience selling, servicing, and maintaining products in Canada through our delivery van business, with many vehicles in operation in Canada with fleets like UPS and Canada Post. Maintenance and repair can be provided in Canada from Xos technicians, service partners, or by training customers' technical staff in ongoing maintenance of the Hub.	*
36	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	While in-person service response times may be limited in remote areas of Canada, Alaska, and Hawaii, Xos plans to provide faster support via email, phone, and video conferencing for customers in these areas.	*
37	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.	None.	*
38	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Xos will support sales of Xos Hub units to all Sourcewell participating entities regardless of their location, but our service territory for in-person repairs and maintenance is limited to the lower 48 states, southern Ontario, and southern Quebec. For customers outside of these areas, we would work directly with the customer and their technical staff to support the ongoing service and maintenance of the Hub units.	*
39	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

Table 5: Marketing Plan (100 Points)

Line Item	Question	Response *
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40	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Marketing Strategy for Promoting Xos Mobile Energy Storage and Charging Units</p> <p>Our marketing strategy for promoting the Hub is centered on a multifaceted approach that aligns with the growing demand for electric vehicle infrastructure and sustainable mobility solutions. We aim to target key stakeholders in both the public and private sectors who are seeking to expand EV charging capabilities, including fleet operators, municipalities, ports, logistics companies, and EV manufacturers.</p> <p>Digital Presence & SEO Optimization: We will leverage a strong digital presence to increase visibility and drive traffic. This includes a well-optimized website with detailed information about the product, case studies, technical specifications, and customer testimonials. We will invest in Search Engine Optimization (SEO) to ensure our product ranks highly for relevant keywords such as "mobile DC fast chargers," "EV infrastructure solutions," and "electric vehicle fleet charging."</p> <p>Content Marketing: We will create high-value content, such as blog posts, whitepapers, and explainer videos that discuss the benefits of mobile energy storage and charging units. This content will focus on addressing pain points, offering insights into how our product can support the transition to electric vehicles, and showcasing its efficiency, scalability, and flexibility.</p> <p>Partnerships & Collaborations: We plan to build new and leverage existing strategic partnerships with electric vehicle manufacturers, utility companies, and sustainable energy organizations to increase exposure and support cross-promotion. Joint webinars, in-person events, and case studies will help us tap into new audiences and strengthen credibility within the market.</p> <p>Industry Events & Thought Leadership: We will participate in key industry conferences, trade shows, and webinars to showcase the mobile DC fast charger. Through speaking engagements, panel discussions, and product demos, we aim to position ourselves as a thought leader in the EV charging space. Additionally, we will sponsor relevant events and engage with industry media outlets to gain wider coverage.</p> <p>Targeted Outreach to Key Decision Makers: Our sales team will execute direct outreach campaigns, including email marketing, calls, and demonstrations to target municipalities, fleet managers, and businesses transitioning to electric fleets. Personalized presentations will highlight how our solution can specifically address the needs of their operations and sustainability goals.</p> <p>Customer Education & Support: We will provide educational webinars, product demos, and on-site consultations to ensure customers fully understand the value and operation of our mobile DC fast charger. Offering excellent customer service and post-sales support will help build long-term relationships and foster repeat business.</p>	*
41	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Xos leverages a range of marketing and data analytics tools to optimize prospecting and lead generation. We utilize inside sales prospecting platforms such as RigDig to access commercial fleet data and enhance our outreach efforts. Additionally, we integrate data from public sources like ZoomInfo to enrich our marketing platforms. Beyond SaaS tools, we actively monitor performance, reliability, and operational data from our deployed vehicles, including route mileage and charging patterns. This comprehensive data analysis enables us to identify customers who achieve the greatest total cost of ownership (TCO) benefits, allowing us to refine our targeting strategy and focus on fleets with the highest return on investment.</p>	*

42	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>To integrate a Sourcewell-awarded agreement into our sales process, we would:</p> <p>Educate Our Sales Team – Train our sales representatives on the benefits of the Sourcewell contract, including its competitive pricing, compliance advantages, and ease of procurement. Any resources or training that Sourcewell can provide to support this effort would be greatly appreciated.</p> <p>Leverage Sourcewell Marketing – Collaborate with Sourcewell's outreach channels to promote the agreement to its members through webinars, case studies, and targeted marketing campaigns.</p> <p>Align with Member Needs – Identify and prioritize Sourcewell members in our CRM to proactively engage with them, emphasizing how the contract simplifies their purchasing process. If Sourcewell can legally provide a list of participating entities, this will greatly increase our ability to reach prospects who would benefit from our mobile energy storage and charging solutions.</p> <p>Simplify Procurement – Streamline quoting and contract execution by integrating Sourcewell pricing and contract terms into our proposals, making it easy for members to purchase without lengthy bid processes.</p> <p>Regular Performance Review – Track sales performance under the Sourcewell agreement, refine our approach based on feedback, and ensure continuous alignment with Sourcewell's objectives.</p>	*
43	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Currently we do not offer e-procurement for the Hub.	*

Table 6A: Value-Added Attributes (100 Points, applies to Table 6A and 6B)

Line Item	Question	Response *	
44	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Xos offers a number of services in order to support customer success with the Xos Hub. These include remote video training (standard), on site training and commissioning (optional), remote telematics monitoring (optional through telematics software subscription), OCPP connectivity (standard), service & preventative maintenance support (optional), and spare parts purchasing (optional). The pricing for each of these is dependent on the number of units the participating entity purchases. All Sourcewell participants will receive a discount off of the list price (MSRP) for all of the optional services listed here. Please see our pricing table for details.	*

45	Describe any technological advances that your proposed Solutions offer.	<p>The Xos Hub is one of the few mobile energy storage and charging units on the market with the option of fully integrated DC fast chargers (versus add-on charging systems from another manufacturer). This gives the product a smaller and lighter footprint, and provides the customer with a single point of contact for any service related issues.</p> <p>The MG01 Hub is a zero emissions generator alternative, providing energy storage, mobility, and AC/DC import and export power in a single product. MG01 has two bi-directional AC channels with integrated CCS input capability, making it a highly flexible hardware solution. There are several configurations that this version of the Hub can support:</p> <p>As a bridge between 1) EVs connected to a Vehicle-to-Grid (V2G) charger, and 2) an islanded building or microgrid. This configuration allows users to leverage the stored energy on their EVs during grid outages, or even as a source of revenue during peak energy demand periods.</p> <p>As a mobile generator connecting 1) a CCS DC fast charger or Level 2 AC charger to 2) one or two 3-phase or split phase loads.</p> <p>As a battery-buffered power back-up, taking power from a generator and feeding it to an AC power load, but smoothing out the supply curve from the generator to prevent excessive start/stop cycles.</p> <p>As a battery-buffered solid-state transformer to improve power quality, taking low quality power from the grid (e.g. in a rural area) which could be harmful for loads, and supplying optimized quality power to loads.</p> <p>As a solid-state phase/voltage conversion for sites that only have single phase supply but need to power three phase loads, or for sites that have three phase power but need a step-up / configuration conversion transformer (e.g. delta to Y).</p> <p>For power factor correction for sites with non-linear loads which could result in low power factor and additional costs from energy utilities (often a capacitor cabinet is required to compensate for the power factor, which can be costly).</p>	*
46	Describe any warranties and/or performance guarantees included with offered products. Include details on what is covered, as well as longevity and performance factors such as cycle life, AC to DC conversion efficiency or Round-trip Efficiency, Ramp Rate, and Response time.	Xos provides a 3-year parts and labor warranty on all of its Hub products. More information can be found in the attached Warranty document.	*
47	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>While we do not currently hold any formal certifications for green initiatives, sustainability remains an important focus for our company. We are continuously exploring ways to minimize our environmental impact through responsible business practices, such as optimizing energy efficiency, reducing waste, and incorporating sustainable materials where possible.</p> <p>As we grow, we are committed to evaluating opportunities for green certifications and enhancing our eco-friendly initiatives. We also work closely with our partners and customers to support sustainability efforts within our industry.</p> <p>If there are specific environmental standards or initiatives that align with Sourcewell's or any participating entities' needs, we would be happy to discuss potential ways to integrate them into our solutions.</p>	*

48	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>The high voltage battery systems on the Xos Hub have a UL 2580 listing at the cell level.</p> <p>Additionally, Xos has been in the process of pursuing the following standards over the past 1.5 years: UL 2202, UL 50E, UL 2231, & UL 9540A. Certification testing is ongoing and currently estimated to be completed in Q3 of 2025.</p> <p>In addition to the System level UL listings being completed, the internal battery system of the Xos Hub is certified for UN standard 38.3, and by TUV SUD to ECE R100.</p> <p>The following are relevant certifications for sub components of the Xos Hub:</p> <p>UL 1691 UL 489 UL 1449 Type 1 UL 508 / UL 60947-1 and 60947-4-1 UL 2202:2009 R2.18 UL 758 UL 1977 UL 758 UL 60947-1 /-4-1 UL 62 UL 2256 UL 62368-1; 47 CFR 2.1077 UL 2231-1/-2 UL 1059 UL 1077 UL 61010-2-030 & 61010-2-201 UL 1989 UL 60947-5-1 UL 248.13 UL 248.13 UL 94HB UL 94 V-0 UL 50E UL 1015 UL 1032 UL 1230 UL 1011 UL 1013 UL 1335 UL 1426 CSA C22.2 No. 107.1-16 CSA C22.2 No 282-17, UL 2251 CSA C22.2 No. 158 CSA C22.2 No. 14-13 IEC 60269.6 IEC 60269.4</p> <p>We can share documentation for any/all of these certifications upon request.</p>	
49	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Unique company attributes:</p> <p>Xos distinguishes itself in the commercial EV sector through several key attributes.</p> <p>Manufacturing and Production Capabilities Xos has invested in tools that reduce days of in-process inventory and improve working capital efficiency. The company emphasizes that manufacturing, quality, and supply chain management are core focuses.</p> <p>Facilities Xos manufactures vehicles in Byrdstown, Tennessee, in a 124,000 square foot factory.</p> <p>Production Capacity The current production capacity is 2,400 units annually but can expand to 5,000 vehicles per year with layout changes and a second shift.</p> <p>Models Produced The facility produces all Xos models (Xos Stepvan, Strip Chassis, Hub, and Powertrain kits).</p> <p>Assembly Process All Xos vehicles are assembled on efficient, parallel production lines. Integrated Solutions Xos is not only a vehicle OEM but also a provider of charging solutions. This includes mobile charging units like the Xos Hub, fixed charging hardware, and turnkey infrastructure services. Xos offers three product lines covering complete vehicles, powertrains, and charging solutions for commercial applications.</p> <p>Customer-Centric Approach Xos emphasizes understanding and meeting customer needs, as well as providing financial</p>	

and ESG benefits as customers transition to EVs.

Before a customer commits to electrification, Xos performs in-depth evaluations of their charging needs, existing electrical capacity, and available incentives. Xos assists customers with installing fleet charging infrastructure. We provide robust service and maintenance in-house.

Total Cost of Ownership (TCO) Savings

Xos's proprietary technology saves fleets money, with most fleets seeing payback times of fewer than five years before incentives. Xos's vehicles save fleets up to 50% of the total cost of ownership. The company's stepvans deliver TCO savings compared to diesel trucks.

Regulatory Tailwinds

Xos is positioned to benefit from regulatory tailwinds, such as California's point of sale incentives for fleets to buy thousands of commercial electric vehicles. Xos vehicles are designed to enable the transition to EV, and incentives are available to fund the transition.

Production and Sales

Xos has successfully manufactured and delivered over 1,000 units to fleet customers across North America. Leading fleet customers include FedEx, UPS, Loomis, Cintas, Unifirst, and AlSCO. Demand for Xos vehicles and energy solutions continues to grow.

Demand for Mobile Charging

Customers who have purchased Hub units include multiple private utilities, a large state department of transportation, a nationwide electric school bus dealer, a large seaport operator, an electric aircraft manufacturer, an autonomous vehicle company, and a cash-in-transit company.

Unique product attributes:

Energy Storage

Unlike many portable DC fast chargers, the Xos Hub includes onboard energy storage (282kWh), enabling full charging functionality at up to 150kW speeds without any connection to external power. This amount of onboard energy would support a full charge for four (4) Tesla Model 3 vehicles. At 150kW, a full charge for a single Tesla Model 3 would take about 30 minutes.

Ease of Transport

When mounted onto a trailer, the Hub is under 10,000 lbs GVWR, meaning no special licensing is required to tow it. The optional trailer can be customized with whatever trailer hitch type is required and can be towed with any 3/4 ton pickup, as well as some 1/2 ton pickups.

Integrated Design

The battery packs, power modules, and DC fast chargers on the Hub are Xos products. This is different from many other mobile EV chargers that "bolt on" a third party DC fast charger to a box containing battery packs. This means that the overall Hub package is smaller & lighter than solutions that add standard DC chargers onto trailers or skids. This also means there are no other third parties or vendors involved in troubleshooting, service support, or custom feature requests.

Input and Output Charging Flexibility

Input:

The Hub can be charged with AC power via 480, 240, or 208 volt three-phase site power at any current between 15 and 100 amps.

The Hub can be charged with DC power via EV chargers with CCS1 charge heads, making it easy to recharge the Hub in the field.

With an optional add-on phase converter, the Hub can be charged with single phase AC site power.

The Hub can be charged by another Hub in a daisy-chained setup, which can be useful when there are limited power sources at a given site, and for increasing overall energy storage capacity.

Output:

The Hub can dispense charge to vehicles while simultaneously taking input power from an AC power source, or another DC fast charger.

The Hub can be used as a DC fast charger "expander," taking power from a single charge head on an existing in-ground DC fast charger and using it to enable four charge heads on the Hub.

The Hub has a power sharing feature which optimizes power distribution between charge

		<p>head pairs to always deliver maximum available power to EVs.</p> <p>Rugged Design Our system, especially the high voltage battery and energy distribution system, was designed to electric vehicle standards rather than stationary battery energy storage systems (BESS). Our engineering test unit has accumulated over 25,000 towing miles on the road (including highway, local, and dusty roads) without any issues related to shock or vibrations.</p> <p>High Voltage Architecture The Hub has 800V architecture and the ability to charge vehicles between 150V and 1000V architecture, which encompasses the vast majority of electric vehicles on the market.</p> <p>Remote Monitoring Our Xosphere telematics software along with OCPP connectivity enables users to monitor the Hub remotely, track charge session data, and request service, with more features to come in the future.</p> <p>In Volume Production The Hub is a fully commercialized product with several units delivered across the US in 2024. The Hub is manufactured in Tennessee and has a 4-12 week lead time.</p> <p>Zero Emissions The Hub is fully electric and therefore does not emit any greenhouse gases.</p>
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Table 6B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	While Xos does not hold any of these designations, some of our reseller partners do. Please see following questions for details.	*
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Neither Xos nor its partners have this designation.	*
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Neither Xos nor its partners have this designation.	*
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Neither Xos nor its partners have this designation.	*
54		Veteran-Owned Business Enterprise (VBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes - Xos partner Echelon Distribution in California holds this designation. Please see attached certificate.	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes - Xos partner Echelon Distribution in California holds this designation. Please see attached certificate.	*
56		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Xos partners RKU Distributing and Echelon Distribution have this designation in California. Please see attached certificates.	*
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Neither Xos nor its partners have this designation.	*
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Neither Xos nor its partners have this designation.	*

Table 7A: Pricing (400 Points, applies to Table 7A and 7B)

Provide detailed pricing information in the questions that follow below.

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Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	<p>Our standard terms are Net 30 from the date of delivery. Payment by ACH/Wire/Check.</p> <p>We offer hardware discounts for deposits at the time of order: 1% discount for a 30% deposit 2% discount for a 60% deposit 4% discount for a 100% deposit</p> <p>Deposits are Net 7 from the date of purchase order.</p>	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	The Xos Hub is available for lease to all Sourcewell participating entities with a minimum 6-month lease term. Pricing is included in the attached price sheet.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>For all opportunities, we propose using Xos's Mutual NDA.</p> <p>For purchases, we propose using Xos's Terms & Conditions of Sale and Xos's Hub Limited Warranty.</p> <p>For lease agreements, we propose using Xos's Hub Lease Agreement.</p> <p>Please note: If a Sourcewell participating entity has their own agreements for these transactions, we are open to working from those documents, but it is our preference to start with Xos's legal agreements, as doing so often leads to a much faster negotiation phase and overall transaction given that our documents are specific to the Xos Hub rather than blanket purchase agreements that can span many product and service categories.</p> <p>All documents referenced above are attached.</p>	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do not accept P-card payments at this time.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>The Xos Hub models are all available for direct purchase or for lease. Sourcewell participating entities will receive a discount from list prices, plus additional discounts for volume purchases. Pricing will be a total of hardware price, delivery fees, and the following optional purchase items:</p> <p>Telematics software (Xosphere) Trailer vs. skid mounting Phase conversion In-person training and commissioning Preventive maintenance plan Spare parts Extended warranty</p> <p>Please see attached price schedule for more details.</p>	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Participating Sourcewell entities will receive a minimum 8.5% discount off of Xos's list prices for the products in this bid.</p> <p>Discounts are higher for volume purchases.</p>	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity and volume discounts are detailed in the attached pricing schedule, with discounts on hardware up to 30% off of the standard list price for qualifying volume purchases.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Xos can provide a list of spare parts and part numbers to help participating entities to order spare parts directly when needed.	*

67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Customers may need to install infrastructure at their sites to provide power to the Xos Hub. This is typically executed through the customer's in-house or contracted electricians. Infrastructure to power the Hub includes some sort of receptacle or outlet at the power source, such as a distribution panel, as well as a high voltage cable to reach the Hub. Xos does not provide these installation services, but we will support the electrician to ensure proper and optimal installation. Typically these services will cost the customer between \$500 and \$2,000 (USD) to execute. Sometimes installation costs are higher if the customer's desired location for the Hub unit is far from the nearest power source, which would require longer cables and conduit, and potentially trenching. This is difficult to predict since each project is unique.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Please see the attached shipping fee table to see delivery pricing by location.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The Xos Logistics team works with selected carriers to secure the best pricing at the time of each shipment. Our team has worked with these carriers to produce estimated shipping costs for Alaska, Hawaii, and Canada, incorporating all associated costs and fees into the listed rates in the attached shipping table.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Delivery of the Xos Hub units will vary depending on whether the unit is skid mounted or trailer mounted. Pricing in the attached Shipping Fee Table is for a single unit purchase to each listed state or province. If a customer orders multiple units, Xos will work with the customer to determine the most efficient and cost effective shipping method available, such as by shipping multiple units via flatbed. The prices listed in the shipping table should be considered minimums for any number of ordered units.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>1. Bi-Annual Sourcewell Contract Review Meetings</p> <p>We will hold bi-annual internal review sessions to assess:</p> <p>Customers sourced through the Sourcewell platform – Evaluating participation, engagement, and growth trends.</p> <p>Program compliance – Verifying our adherence to Sourcewell's requirements, including pricing, service commitments, and reporting obligations.</p> <p>Performance benchmarks – Reviewing sales, service response times, and customer satisfaction data to ensure we are delivering on expectations.</p> <p>2. Compliance & Performance Monitoring</p> <p>Between formal reviews, we will track key compliance indicators such as:</p> <p>Adherence to agreed-upon pricing and terms</p> <p>On-time delivery and service response rates</p> <p>Warranty claims and resolution times</p> <p>3. Corrective Action & Continuous Improvement</p> <p>If any discrepancies or improvement opportunities arise during audits, we will implement a structured corrective action plan, ensuring timely resolution and ongoing enhancement of our services.</p> <p>By maintaining rigorous internal oversight, we will ensure that Xos meets or exceeds the standards set forth in the Sourcewell agreement, driving value for all participating entities.</p>	*

72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>1. Sales & Adoption Metrics</p> <p>Number of Sourcewell-participating entities engaged Total units sold or deployed through the agreement</p> <p>2. Customer Satisfaction & Support Performance</p> <p>Average response time for service requests Customer satisfaction scores (CSAT) from post-service surveys First-time resolution rate for technical issues</p> <p>3. Operational Efficiency & Compliance</p> <p>On-time delivery rate for products and services</p> <p>4. Product Performance & Reliability</p> <p>Mean time between failures (MTBF) for equipment Uptime percentage for deployed chargers</p> <p>5. Sustainability & End-of-Life Management</p> <p>Percentage of refurbished or recycled equipment at end of life</p>	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Xos will pay a 2% administrative fee to Sourcewell for all hardware sold to participating entities under the Sourcewell contract.	*

Table 7B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	<p>The pricing offered in this proposal is much more competitive than our standard or list pricing that we offer to individual customers through direct sales/leases or through similar cooperative contracts, state contracts, or agencies. Our list pricing is viewable in the attached price schedule.</p> <p>The pricing is adjustable based on market conditions, including but not limited to material cost fluctuations, tariff changes, and supply chain dynamics. Any adjustments will be communicated with reasonable notice to Sourcewell and to participating customer entities.</p>	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 8A and 8B)

Line Item	Question	Response *	
75	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	The Xos Hub is a mobile charging station with integrated battery storage designed to help expedite EV adoption and provide power where the electric grid is not an option. Xos offers the MC models of the Hub as a solution for scenarios where traditional permanent electric vehicle supply equipment (EVSE) chargers are not feasible or practical. The MG models of the Hub are highly versatile "generator	

alternatives," providing zero emission power at work sites, events, and other remote locales, and acting as a versatile bridge between various input power sources and loads. The Xos Hub is a fully integrated product, meaning that the energy storage system, power modules, charging hardware, and charging software are all developed by Xos.

General Features and Capabilities

Zero Emissions - Because the Xos Hub is 100% battery electric, it does not produce any greenhouse gas emissions.

Mobile Energy Storage and Power - When deployed on a trailer, the Hub is towable with either a ball hitch or pintle / lunette hitch. The Hub can also be mounted to a flatbed or other vehicle for easier transport. For Hub models that weigh less than 10,000 lbs., drivers do not need a commercial driver's license to tow the Hub.

Remote Monitoring - The Hub has available software for remote monitoring and control diagnostics. The unit's status can be monitored in the Xosphere telematics portal, which Xos staff and customers can access.

Multiple Charge Heads - The MC models of the Xos Hub have two to four CCS1 chargeheads (NACS available via adapters), and energy output is automatically distributed across the vehicles plugged into the Hub.

Compliance - The Hub is OCPP compliant and allows active monitoring via a wireless connection. It uses industry-standard communications protocols and connectors to increase access and interoperability.

Connectivity - The Hub has LTE / Wi-Fi connectivity, allowing remote monitoring and over-the-air (OTA) updates.

Commercial Benefits

The Xos Hub has a variety of applications that enhance its commercial value to EV fleets and, in the case of model MG01, any organization needing remote power. These include:

Stopgap Charging - The Hub can add charging capacity to locations that lack sufficient site power for permanent EV chargers. It provides temporary charging until permanent infrastructure is installed, which could be delayed due to construction, utility issues, permitting, or supply chain problems.

Turnkey Fast Charging - The Hub can be installed as a DC fast charging solution in a matter of days, giving it considerably shorter installation timelines than traditional EV chargers in most cases. Because the Hub's onboard battery system acts as an energy buffer, it requires less input power than comparable permanent DC fast chargers. This means the Hub does not require trenching, construction, or (in many jurisdictions) permitting.

Property Limitations - The Hub provides charging where permanent infrastructure is not practical or permitted, such as on leased properties, facilities that will be closed or relocated, or contaminated sites that preclude trenching.

Mobile Charging - The Hub makes it possible to bring charging to vehicles in place, such as on fleet parking lots, from one site to another, or across large geographical areas.

Semi-Permanent Installation - The Hub enables ongoing charging for EVs where mobility is less of a priority, but where permanent chargers may not be suitable or practical.

Remote Charging - The Hub can provide offsite stationary charging for vehicles or equipment, such as at construction or field work sites.

Grid Resiliency - The Hub can be used for mitigation in case of grid power failure, both through its onboard energy storage and through pairing with a separate power generation system.

Peak Shaving - The Hub can reduce electricity costs by charging during off-peak hours and dispensing energy during peak demand periods from its onboard batteries.

Emergency Response - The Hub can avoid blackout impacts and provide disaster response or roadside assistance.

Utilities - The Hub can provide alternative charging during public safety power shutoffs.

		<p>Construction - The Hub enables mobile charging for job site vehicles and equipment.</p> <p>Rental Groups - The Hub can provide charging services for rental fleets and fleet management companies.</p> <p>Please see item 45 of this bid response as well as attachment "MG01 Use Cases" for the specific applications of the MG models of the Xos Hub.</p>
76	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>There are multiple models of the Xos Hub. All are listed in the attached price schedule.</p> <p>MC02-A0001 Models - The standard Hub mobile EV charger with 282 kWh of built-in battery electric energy storage and direct current fast chargers (DCFC). MC02-PA-A0001 - Standalone unit for skid mounting. MC02-ZA-A0001 - Mounted on trailer (combined weight under 10k lbs) for mobile applications. Energy storage: 282 kWh Number of DCFC nozzles: 4 Maximum output: Entire unit: 280 kW Single nozzle: 150 kW Accepts CCS1 input: DC fast charging up to 140 kW or L2 AC charging up to 19.8 kW</p> <p>MC02-A0003 Models - Lower energy capacity and half the number of charge heads, but with the standard 150 kW maximum output charge speed per nozzle. MC02-PA-A0003 - Standalone unit for skid mounting. MC02-ZA-A0003 - Mounted on trailer (combined weight under 10k lbs) for mobile applications. Energy storage: 210 kWh Number of DCFC nozzles: 2 Maximum output: Entire unit: 235 kW Single nozzle: 150 kW Accepts CCS1 input: DC fast charging up to 150 kW or L2 AC charging up to 19.8 kW</p> <p>MC02-A0004 Models - A high-power unit with more energy capacity than the standard model and only two charge nozzles, but each with higher 280 kW maximum output charge speed. MC02-PA-A0004 - Standalone unit for skid mounting. MC02-ZA-A0004 - Mounted on trailer (combined weight under 10k lbs) for mobile applications. Energy storage: 420 kWh Number of DCFC nozzles: 2 Maximum output: Entire unit: 400 kW Single nozzle: 280 kW Accepts CCS1 input: DC fast charging up to 150 kW or L2 AC charging up to 19.8 kW</p> <p>MC02-A0005 Models - A unit with higher energy capacity than the standard model and four charge nozzles, each with maximum 150 kW output charge speeds. MC02-PA-A0005 - Standalone unit for skid mounting. MC02-ZA-A0005 - Mounted on trailer (combined weight under 10k lbs) for mobile applications. Energy storage: 420 kWh Number of DCFC nozzles: 4 Maximum output: Entire unit: 400 kW Single nozzle: 150 kW Accepts CCS1 input: DC fast charging up to 150 kW or L2 AC charging up to 19.8 kW</p> <p>MC02-A0006 Models - A larger and heavier unit with over twice the energy capacity of the standard model and four charge nozzles, each with the maximum 150 kW output charge speeds. MC02-PA-A0006 - Standalone unit for skid mounting. MC02-ZA-A0006 - Mounted on trailer (combined weight over 10k lbs) for mobile applications. Energy storage: 630 kWh Number of DCFC nozzles: 4 Maximum output: Entire unit: 513 kW Single nozzle: 150 kW Accepts CCS1 input: DC fast charging up to 150 kW or L2 AC charging up to 19.8 kW</p>

		<p>MG01-A0001 Models - A “generator alternative” product with AC output power only, suitable for worksites and other remote deployments where a mobile energy bank is the primary application. This product could be used to power single-phase AC equipment, traditional EVSE chargers, or other mobile charging units (including the Xos Hub in a “daisy chain” configuration).</p> <p>MG01-PA-A0001 - Standalone unit for skid mounting.</p> <p>MG01-ZA-A0001 - Mounted on trailer (combined weight under 10k lbs) for mobile applications.</p> <p>Energy storage: 420 kWh</p> <p>Number of DCFC nozzles: 0; AC output only - two separate channels</p> <p>Accepts CCS1 input: DC fast charging up to 150 kW or L2 AC charging up to 19.8 kW</p> <p>Supports multiple AC output voltage modes, including 480Y277Vac, 208Y120Vac, 240/120 Split Phase</p> <p>Supports multiple types of AC receptacles, including CAMlock (input & output), twistlock (output), and GFCI outlets (output)</p> <p>Maximum output: 150kW/190 kVA</p>	
77	Describe in detail the total energy capacity of all products offered.	Energy capacity varies based on the model selected. All energy capacity figures shown in kilowatt hours (kWh) are “usable” amounts.	*
78	Describe in detail the nominal output capabilities of all products offered, including nominal output capabilities for both Alternating Current (AC) and Direct Current (DC).	Nominal output (AC and DC) varies based on the model selected. Please see our response to item 76 above for more details.	*
79	Describe in detail products bi-directional capabilities, including specifics on unit to grid, unit to vehicle, unit to equipment, etc.	<p>For MC02 models, the unit can receive energy from an AC three-phase grid, CCS1 DC fast charger, or CCS1 Level 2 AC charger. It redistributes this energy to charge its on-board battery and deliver DC power through charge nozzles for EV charging. This unit can also be ordered to include the ability to feed power back to the 3 phase power connection from its on-board energy storage for “unit-to-grid” capability through a single channel input/output.</p> <p>For the MG01 model, the unit can receive energy from an AC three-phase grid, AC single-phase grid, CCS1 DC fast charger, or CCS1 Level 2 AC charger (grid and CCS input can be active in parallel simultaneously). The unit redistributes this energy to charge its on-board battery and deliver AC power to another three-phase or single-phase system, grid, distribution panel, or AC equipment. This unit has two channels for input/outputs. Both channels of power distribution are fully bi-directional “unit-to-grid,” supplying or sourcing power from either channel.</p>	*
80	If offering self-propelled units provide detailed information on capabilities such as if solutions are road/DOT legal, off-road capable, maximum speed, range, etc.	Xos does not offer self-propelled units.	*
81	If offering complementary services, software, and/or technology solutions provide detail on function, capabilities, and demonstrate how they are complimentary to products offered.	<p>Because the Xos Hub includes features and capabilities beyond the scope of OCPP implementation, Xos offers its ‘Xosphere’ software platform to customers, which allows deeper monitoring of the Xos Hub’s internal battery and related systems as well as the ability to submit and track service requests. Through Xosphere, users can monitor the Hub remotely, track charge session data, and specify input charge schedules, with more features to come in the future.</p> <p>Pricing for Xosphere is detailed in the attached price sheet.</p>	*

Table 88: 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	Subcategory	Offered *	Comments
82	Self Propelled Mobile Power Units (MPUs) with attachments, hydraulics, and/or tools		<input type="radio"/> Yes <input checked="" type="radio"/> No	The Xos Hub is not self propelled.
83	Mobile Power Units (MPUs), Energy Storage Units (ESUs), and/or Battery Energy Storage Systems (BESS) that are mobile such as:		<input checked="" type="radio"/> Yes <input type="radio"/> No	Xos Hubs are all mobile battery energy storage systems (BESS) with various combinations of input and output power. None of the Xos Hub models generate their own power, but instead take power from the grid or power generation systems, and then optionally store it or pass it through to EVs or other electrical equipment.
84		Skid mounted and/or containerized	<input checked="" type="radio"/> Yes <input type="radio"/> No	All Hubs can be delivered either on a trailer for towing, or "unit only" for skid mounting.
85		Wheeled or trailer mounted	<input checked="" type="radio"/> Yes <input type="radio"/> No	All Hubs can be delivered either on a trailer for towing, or "unit only" for skid mounting.
86	Accessories related to solutions described above		<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>All optional items are listed in the attached price sheet. Not all items will be required by every customer entity. Xos will assist each customer by helping them to determine which items will be necessary for their particular site or deployment.</p> <p>All Hub units will include a PowerSafe cam lock style connector kit for connecting input AC power to the Hub. This kit can be crimped onto a cable of appropriate length (different for each site) by an electrician.</p>

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

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

- [Pricing](#) - Xos - RFP 062625 - Pricing and Shipping.zip - Wednesday June 25, 2025 17:41:53
- [Financial Strength and Stability](#) - Xos - RFP 062625 - Financial Documents.zip - Wednesday June 25, 2025 17:00:04
- [Marketing Plan/Samples](#) - Xos - RFP 062625 - Marketing Samples.zip - Wednesday June 25, 2025 17:14:59
- [WMBE/MBE/SBE or Related Certificates](#) - Xos - RFP 062625 - Small Business Certifications - Xos Reseller Partners.zip - Wednesday June 25, 2025 17:00:27
- [Standard Transaction Document Samples](#) - Xos - RFP 062625 - Standard Transaction Documents.zip - Wednesday June 25, 2025 17:11:13
- [Requested Exceptions](#) - RFP_062625_Mobile_and Self-Propelled_Power_Storage_Equipment_Master_Agreement (Xos Redline - 2025.06.26).docx - Wednesday June 25, 2025 17:50:36
- [Upload Additional Document](#) - Xos - RFP 062625 - Additional Docs - Legal Addenda and Form Agreements.zip - Wednesday June 25, 2025 17:06:53

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. - Aldan Shank, Director, Mobile Charging, Xos Fleet, Inc.

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Mobile_Power_Storage_Equipment_RFP 062625 Wed June 18 2025 04:31 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Mobile_Power_Storage_Equipment_RFP 062625 Fri June 13 2025 01:03 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Mobile_Power_Storage_Equipment_RFP 062625 Wed May 28 2025 10:57 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Mobile_Power_Storage_Equipment_RFP 062625 Wed May 21 2025 03:45 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Mobile_Power_Storage_Equipment_RFP 062625 Thu May 8 2025 02:48 PM	<input checked="" type="checkbox"/>	1