

**MASTER AGREEMENT # 062625****CATEGORY: Mobile and Self-Propelled Power Storage Equipment with Related Attachments****SUPPLIER: AssetGenie, Inc. dba AGBESS**

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 AssetGenie, Inc. dba AGBESS, 220 Huff Avenue, Suite 400, Greensburg, PA 15601 (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.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

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

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

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

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in

accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient

or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency

which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

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

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

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

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

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

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

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in



writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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

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

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

## **Article 2: Sourcewell and Supplier Obligations**

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

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
  - 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
    - Identify the applicable Sourcewell Agreement number;
    - Clearly specify the requested change;
    - Provide sufficient detail to justify the requested change;
    - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
    - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.
- A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.
- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
    - Maintenance and management of this Agreement;
    - Timely response to all Sourcewell and Participating Entity inquiries; and
    - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

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



- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by

Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
  - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to

the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

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

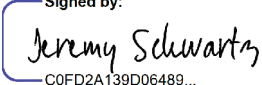
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

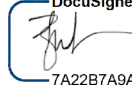
Sourcewell

AssetGenie, Inc. dba AGBESS

Signed by:  
  
C0FD2A139D06489...

By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer

Date: 8/7/2025 | 11:58 AM CDT  
\_\_\_\_\_

DocuSigned by:  
  
7A22B7A9AD3C49C...

By: \_\_\_\_\_  
Lisa Zwisler  
Title: Authorized Agent

Date: 8/7/2025 | 11:55 AM CDT  
\_\_\_\_\_

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

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## Vendor Details

Company Name: AssetGenie, Inc.

Does your company conduct business under any other name? If yes, please state: dba AGBESS

Address: 220 Huff Avenue, Suite 400  
Greensburg, PA 15601

Contact: Lise Zwisler

Email: b2gmke@wi.rr.com

Phone: 262-366-6079

HST#: 810681903

## Submission Details

Created On: Thursday June 19, 2025 14:04:18

Submitted On: Thursday June 26, 2025 09:36:25

Submitted By: Lise Zwisler

Email: b2gmke@wi.rr.com

Transaction #: da02136c-8948-4d21-bea1-50704f89f1c2

Submitter's IP Address: 147.243.246.8

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## 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	The company offers multiple Battery Energy Storage Systems (BESS). The current product line includes containerized, cabinet, and modular systems ranging from 11kWh up to 3.07mWh, with scalable, paralleling configurations available for both mobile and stationary applications.
2	The Power Storage Equipment must be bi-directional.	<input checked="" type="radio"/> Yes <input type="radio"/> No	AGI products are bi-directional and allow both charging/discharging to/from connected loads, the grid, or auxiliary equipment supporting applications including, but not limited to, microgrid balancing, backup power, and renewable integration with seamless AC/DC conversion.
3	The Power Storage Equipment must be capable of 25kW or greater nominal output.	<input checked="" type="radio"/> Yes <input type="radio"/> No	AGI offers BESS units with capacities between 11kW and scaled multi-megawatts for mobile and containerized systems. The units provide sustained, high-output performance compatible with critical infrastructure, defense, and emergency power applications.

**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.	AssetGenie, Inc.	*
5	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
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).	AssetGenie, Inc. dba AGBESS (hereinafter referred to either as AGI or AGB), a division of AGI focused solely upon delivery of Battery Energy Storage Systems (BESS) to the public/education sectors.	*
7	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE 4N2G3, UEI P85WMPNUST43	*
8	Provide your NAICS code applicable to Solutions proposed.	335910, Battery Manufacturing, 335999, Miscellaneous Electrical Equipment & Component Manufacturing, and 237130, Power & Communication Line & Related Structures Construction	
9	Proposer Physical Address:	220 Huff Avenue, Suite 400, Greensburg, PA 15601 USA	*
10	Proposer website address (or addresses):	1) www.agbess.com or 2) www.agigrouponline.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):	Lise Zwisler, Authorized Agent (Please see attached Authorized Agent Letter), b2gmke@wi.rr.com, 262.366.6079 or Lidia Hildago, President, lidia@agbess.com, 301.442.2477	*
12	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Lise Zwisler, Authorized Agent, b2gmke@wi.rr.com, 262.366.6079	*
13	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Lidia Hildago, President, lidia@agbess.com, 301.422.2477 Robert Hibscheiler, Government Sales Manager, 724.707.2059 (Post Award Contact for Participating Entities)	*

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

Line Item	Question	Response *	
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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>Incorporated in 2007 as an electronic parts reseller, today AGI employs 300 in a technology group spanning electronic parts distribution/logistics, device-repair/logistics, ruggedized LCD manufacturing, and, most recently, sale of advanced BESS to public, government, military, education, and nonprofit markets (O)CONUS. The AGI family serves over 10,000 public or commercial customers from 7 US facilities, leveraging over 200,000 square feet of warehouse/logistics infrastructure, nationwide repair depots, extensive engineering support and, all in an ISO environment.</p> <p>Key Milestones:</p> <ol style="list-style-type: none"> <li>2000–2010: Expansion from parts resale into nationwide electronics repair and rugged display engineering/manufacturing. Customer growth included onboarding over 5,000 K-12 districts and municipalities individually or through various local/regional cooperative purchasing contracts.</li> <li>2024: Launch of AGBESS, a specialized distributor of EticaAG immersion-cooled, fire-safe BESS platforms to government, public sector, education, first and emergency responders, and infrastructure users needing safe, dependable, backup energy independence.</li> </ol> <p>Core Values:</p> <ol style="list-style-type: none"> <li>Safety-First Engineering: Eliminate hazards before they reach the field.</li> <li>Public-Sector Readiness: Engineer to UL/NFPA, Buy America, and rapid cooperative procurement.</li> <li>Innovation &amp; Accountability: Pair patented immersion cooling technology with third-party certification and written performance guarantees.</li> <li>Customer Centric Transparency: Open communication with customers on lead-times, pricing, and lifecycle costs.</li> <li>People &amp; Partnership: Cultivate long-term relationships with employees, suppliers, and customers.</li> </ol> <p>Business Philosophy:</p> <ol style="list-style-type: none"> <li>High Standards &amp; KISS Mindset: All customers, the public sector, too, deserve hardware designed to be safe, simple to use, and easy to buy.</li> <li>End-to-End Ownership: AGI controls design, manufacturing partnerships, assembly, logistics, and after-sale service; no finger-pointing between vendors.</li> <li>Value-Engineered Compliance: Cutting-edge tech married to repeatable, code-compliant delivery; projects clear AHJ review the first time.</li> <li>Scalable Resilience: Modular solutions let federal, state/local government, schools, first responders, and utilities start small and grow without redesign.</li> </ol> <p>Industry Longevity &amp; Fit to Requested Solutions:</p> <p>Two decades of successful public-sector fulfillment and a dedicated BESS division is perfectly suited to public sector sale of immersion-cooled BESS and will provide Sourcewell customers both a supplier with proven governmental contracting supplier and next-generation energy-storage technology.</p>
15	What are your company's expectations in the event of an award?	<p>AGI continues to evolve from a small business to Tier 2/1 subcontractor in the education/public sector to a prime contractor now offering advanced energy storage solutions. This evolution is driven by market demand, our deepening commitment to the public sector, and changes in procurement activities. Sourcewell is a widely used and procurement compliant way to bring demanded products to the public sector economically and efficiently.</p> <p>In the event of an award, Sourcewell allows:</p> <ol style="list-style-type: none"> <li>Streamlined competitive public sector procurement</li> <li>Adoption of safe, compliant BESS supporting public customers to add/meet resilience, decarbonization, and safety goals with systems designed to UL 9540, NFPA 855, and Buy America standards.</li> <li>Leverage of an already strong public sector corporate foundation</li> <li>A contract vehicle providing simple, cost/time efficient full public sector contract compliance</li> <li>Efficient/effective public sector education, engagement, and sales/marketing</li> </ol>
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 see the supplemental information file titled "2 16 AGI 2024 Internal Consolidated Financials"

17	What is your US market share for the Solutions that you are proposing?	<p>Established in 2024, AGBESS is a new AGI division, with negligible current US market share. AGI's entry into the BESS public market sector is backed by over 2 decades of public sector experience in other product/service lines, the strong international BESS performance of its technology partner, and a clear domestic growth strategy.</p> <ol style="list-style-type: none"> <li>1. AGI's technology partner, EticaAG, brings over 25 years of advanced battery innovation, most recently with more than 4,500 successful, scaled BESS deployments.</li> <li>2. US Market Commitment: AGI's tech partner establishing US manufacturing operations to support AGI's Buy America compliance and large-scale, domestic production.</li> <li>3. Established public sector performance: The AGI family brings over two decades of experience serving the public sector, including Tier 1 subcontracting and prime work for government agencies, defense integrators, and education systems.</li> </ol>	*
18	What is your Canadian market share for the Solutions that you are proposing?	AGI does not currently hold a measurable market share in Canada. AGI sees Sourcewell as a strategic channel to build strong, successful, long-term public sector relationships in Canada.	*
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 Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None	*
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?	<p>distributor/dealer/reseller</p> <p>Please see the file titled "3 20 Distribution Agreement"</p>	*
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>The proposed products are compliant with the following standards/certifications:</p> <ol style="list-style-type: none"> <li>1. UL 9540 Energy Storage Systems and Equipment (certification pending 8-1-2025) <ol style="list-style-type: none"> <li>a. UL 1973 Batteries for Use in Stationary and Motive Auxiliary Power Applications</li> <li>b. UL9540A Test method for Battery Energy Storage Systems (BESS)</li> </ol> </li> <li>2. NFPA 855 Standard for Installation of Stationary Energy Storage Systems</li> <li>3. IEC 62619 Requirements and Tests for Safe Operation of Industrial Lithium Cells and Batteries</li> <li>4. IEC 63056 Energy Storage Lithium Battery Testing Standard</li> <li>5. RoHS Restriction of Hazardous Substances</li> <li>6. ISO 9001</li> <li>7. Relevant local permitting/licensing for on-site installation, electrical work, startup and commissioning</li> </ol>	*
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.	None	*
23	Describe any relevant industry awards or recognition that your company has received in the past five years.	None	*
24	What percentage of your sales are to the governmental sector in the past three years?	Prime or Subcontract Sales to Government End User, including Education: In excess 50%	*
25	What percentage of your sales are to the education sector in the past three years?	Prime or Subcontract Sales to Education End User: 40%	*

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?	Please see the file titled "4 26 Cooperative Purchasing MAS Contracts"	*
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?	For SOSA contracts, please see file titled "4 26 Cooperative Purchasing MAS Contracts"  GSA Contract Submission is currently calendar Q4 2025 scheduled activity.	*

### 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 *	
Brazosport Independent School District, TX	Autumn Jackson, Technology Supervisor	autumn.jackson@brazosportisd.net 979-730-7000	*
Pasadena Independent School District, TX	Josue Quirino, Technology Support Services Supervisor	jquirino@pasadenaisd.org 713-740-0000	*
Arlington Independent School District, TX	Bronwyn Kaminski, Service Desk Specialist	bronwyn.kaminski@arlingtonisd.org 682-867-4611	*
Town of Brookhaven, NY	Jonathan Kornreich	631-451-6963	

### 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>AGI's BESS Sales Force has decades of public sector experience and is dedicated to serving education, all public sectors including federal (civilian &amp; defense), state/local government, first responders, and critical infrastructure markets. It includes, but is not limited to, the following:</p> <ol style="list-style-type: none"> <li>1. AGI CEO, provides strategic oversight and supports executive-level account development and institutional relationship building.</li> <li>2. AGI AGBESS President, leads division operations, marketing, and Sourcewell alignment, ensuring responsive service and contract fulfillment.</li> <li>3. Director of Government Solutions, oversees public sector sales strategy, technical engagement, and contract development for cooperative, state, and federal opportunities.</li> <li>4. SLED Program Manager, responsible for day-to-day engagement across state, local, and education markets. Post Sourcewell award, is tasked to educations, marketing, and sales outreach to Sourcewell members.</li> <li>5. In House Personnel/Specialized Advisors, manage all daily sales activities within the public sector including, but not limited to, technical recommendations, purchase/delivery coordination, and ongoing customer support tailored to public sector end users.</li> <li>6. Government Contract Consultant(s) – Guide compliance, proposal development/submission, contract onboarding, reporting, and administration to assure successful implementation, compliance, and long term success.</li> </ol>	*
30	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>None. To ensure high quality product/service, continuity, and overall contract compliance, AGI employs Direct to Agency Distribution. This is a very short distribution chain that includes an exclusive OEM relationship with Etica/EticaAG, direct fulfillment of all sales cycle, service and post-sale customer relations. This allows full traceability/accountability from manufacturing through installation and minimizes customer risk by eliminating intermediaries and making certain products/services are delivered, supported, and maintained in accordance with federal, state, local, and cooperative purchasing standards. Further, AGI will engage Etica/EticaAG engineering teams or third party service providers to assist with planning, system integration, commissioning, or field support when needed.</p>	*

31	Service force.	Again, to ensure consistency, quality control, and alignment with high standards of life cycle support, AGI is the primary point of contact for all services. It internally coordinates shipping, delivery, installation, commissioning, documentation, warranty administration, and technical issue resolution. Technical expertise supported by AGI's OEM relationships includes manufacturer level support for system commissioning, diagnostics, and advanced troubleshooting. Support may be delivered remotely or on-site, depending on the project scope and customer needs. For large-scale or jurisdiction-specific installations, AGI engages licensed, certified field service professionals. All technicians meet applicable safety and compliance requirements.	*
32	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>All orders are handled by directly by dedicated AGI BESS personnel. No third parties are involved.</p> <p>Ordering Process Overview:</p> <ol style="list-style-type: none"> <li>1. Quote &amp; Consultation is handled directly by dedicated BESS professionals. Ordering services include, but are not limited to, technical consultation, system size guidance, and application review to ensure an optimal solution.</li> <li>2. Contract Reference: To maintain compliance, all quotes and documentation reference contract vehicle number, here Sourcewell, and the Participating Entity's account number.</li> <li>3. Order Placement: All BESS system orders are placed directly with AGI BESS personnel via hard copy purchase order, secure digital form, or email submission.</li> <li>4. Order Confirmation &amp; Fulfillment Coordination: AGI BESS personnel confirm order receipt, manufacturing coordination, production scheduling, delivery timelines, and logistics.</li> <li>5. Delivery &amp; Support: AGI BESS personnel oversee final delivery and coordination for installation, commissioning, and any post-sale technical, service or warranty needs.</li> </ol>	*
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>AGI BESS dedicated employees provide direct customer service from pre-order planning/engineering and technical support, ordering, production management, through delivery, installation, warranty, and system operation. The company is 1. are committed to timely, transparent, and dependable project support at all times.</p> <p>Customer Service Highlights:</p> <ol style="list-style-type: none"> <li>1. Dedicated Point of Contact: Participating Entities are assigned a primary contact for consistent communication.</li> <li>2. Multi-Channel Support: Service requests can be submitted via primary contact phone/email, email (govsales@agbess.com), or web form. All requests are logged and tracked.</li> <li>3. Response Time Commitments: General inquiry response within 1 business day, technical issues, emergency or triage within 4 hours, less urgent matters addressed on the same day.</li> <li>4. Warranty claims: Acknowledged within 1 business day, with next steps shared within 2 business days.</li> <li>5. Resolution Coordination: AG BESS personnel work with OEM and certified technicians to resolve issues remotely or on-site as needed.</li> </ol>	*
34	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>AGI has over two decades of public/education sector experience and is fully capable of extending that experience to delivery BESS products and related services to Participating Entities across the US and its territories. Sourcewell represents an extension of AGI existing experience in the public/education sectors and an additional, familiar contract vehicle for Participating Entities. Some of AGI's capabilities highlights include:</p> <ol style="list-style-type: none"> <li>1. A Scalable Solution: Immersion-cooled BESS solutions range in size from 11kWh to multi-megawatt systems. They are available in cabinets, skid-mounted, and containerized formats.</li> <li>2. Contract Integration: AGI will build Sourcewell terms and conditions into all quoting and ordering processes to ensure easy, compliant end user procurement.</li> <li>3. (O)CONUS Reach: We coordinate logistics for delivery anywhere (O)CONUS within the Sourcewell eligible geographies with flexible support for on-site installation and service needs.</li> <li>4. Technical Support: AGI's tech support is backed by the OEM's engineering expertise and its internal coordination team provide commissioning, troubleshooting, warranty, and long-term support.</li> <li>5. Public Sector Experience: Many on the AGI BESS team have spent their careers in public sector procurement and/or sales. The team is trained to competently serve government (federal civilian/military, state, local, education, first responders, and infrastructure buyers). Simply put, we get it.</li> </ol>	*



35	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Please see the answer to question 34. AGI will provide the same support to OCONUS Sourcewell Participating Entities as it does to CONUS &amp; US Territories participants subject to applicable customs, regulatory, tariff, and technical requirements. Our current capability includes:</p> <ol style="list-style-type: none"> <li>1. Cross-Border Logistics: The AGI BESS team can ship containerized and skid-mounted product to Canada and coordinate with freight partners to ensure compliant and timely delivery.</li> <li>2. Technical Compatibility: BESS immersion-cooled systems meet international safety standards (UL, IEC, RoHS) and are well-suited to Canadian public sector use across government, education, emergency, transportation, and energy infrastructure sectors.</li> <li>3. Documentation &amp; Compliance: Bilingual (English/French) documentation is available upon request, and we will meet Canadian labeling and import requirements.</li> </ol> <p>Future Support: AGI's BESS division does not currently have a Canadian service presence. It is, however, in discussion with qualified domestic Canadian field support that will be available as needed.</p>	*
36	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None. Remote area consideration: For certain remote or hard-to-reach locations, such as interior regions of Alaska, northern Canadian communities, or offshore U.S. territories, delivery may require longer lead times or customized logistics planning. In such cases, the AGI BESS team will coordinate closely with the Participating Entity to ensure feasible, compliant, trackable, and clearly communicated delivery timelines.	*
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.	Generally speaking, none. However, while AGI BESS solutions are broadly accessible and useable, certain custom configurations, such as tactical military grade units or classified-use systems, may be subject to additional review including the need for security clearances, ITAR/FCPA compliance, specialized export control regulations, or project specific internal project approvals dependent upon end use or jurisdictional parameters.	*
38	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Remote area considerations as identified in question 36 and the following as they may apply:</p> <p>There are possible logistics &amp; delivery considerations including, but not limited to, wherein OCONUS shipping may incur extended delivery times given then current ocean freight scheduling, customs, or intermodal transfers. There may be additional freight cost adjustments depending on shipment weight, container size, and delivery method. These costs will be disclosed and quoted in advance for approval by the Participating Entity. Island or rural task order destinations might require specialized port access/delivery coordination with local ports, staging partners, or ground transportation providers.</p> <p>Service &amp; Installation Support may entail additional considerations. For remote area commissioning and diagnostics, AGI first utilizes remote support methods. On-site support is available but may require scheduling flexibility and travel allowances. When onsite support is needed, AGI works with the customer and identifies and/or contracts qualified local technicians to support delivery, site prep, or installation needs</p>	*
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>AGI's BESS team will pursue a targeted, multi-channel marketing strategy to promote the Sourcewell contract and drive visibility among key public sector audiences, including federal, state, local, education, and critical infrastructure entities. Marketing strategy highlights include:</p> <ol style="list-style-type: none"> <li>1. Contract-Focused Digital Presence: A dedicated Sourcewell landing page on <a href="http://www.agbess.com">www.agbess.com</a> will highlight eligible products, discounted pricing, and procurement instructions. Contract language will be integrated into all downloadable brochures, quote templates, and public sector sales tools.</li> <li>2. Targeted Outreach Campaigns: Email and direct marketing campaigns will target procurement officials, energy managers, facility planners, and emergency operations leads. Outreach will also include direct engagement with existing contacts in the DoD, school systems, state/local government, municipal utilities, and transportation agencies.</li> <li>3. Sales Enablement &amp; Internal Alignment: BESS sales team members will receive messaging guides and Sourcewell reference materials to use during demos, proposals, and customer calls. All public sector quotes will include Sourcewell contract information to streamline procurement and build buyer confidence.</li> <li>4. Strategic Events &amp; Thought Leadership: AGI BESS sales team will showcase Sourcewell eligibility at relevant trade shows. Educational webinars, case studies, and white papers will support awareness of fire-safe BESS technology and cooperative purchasing advantages.</li> <li>5. Collaboration with Sourcewell: AGI BESS sales team will align marketing messaging with Sourcewell's cooperative procurement mission and participate in co-branded opportunities as available.</li> <li>6. Marketing Materials: Sample materials, including our Capability Statement, Company Overview, and Product Literature, are part of the supplemental information and can be found in the files titled "5a 40 AGI AGBESS Capability Statement", "5b 40 OEM Overview", and "5c 40 Product Literature".</li> </ol>
41	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>AGI's BESS team uses a digital-first marketing strategy that integrates data, automation, and targeted outreach to drive public sector awareness of AGI's cooperative purchasing or IDIQ contracts and its fire-safe BESS products. The company's marketing approach emphasizes education, transparency, and precision targeting to ensure Sourcewell Participating Entities receive timely, relevant information making it easy to procure safer, scalable BESS. Technology &amp; Digital Marketing Highlights include:</p> <ol style="list-style-type: none"> <li>1. Web Analytics &amp; SEO Optimization: The AGI BESS team will maintain a Sourcewell landing page with keywords aligned to cooperative purchasing, public sector energy storage, and relevant procurement terms. It will use Google Analytics and SEO platforms to track user engagement, top-performing content, and visitor behavior to continuously improve visibility.</li> <li>2. Email Campaign Intelligence: Targeted email campaigns are segmented by sector (exapless include, education, local government, infrastructure) and tracked for open, click-through, and response rates. Performance data will be used to refine messaging and prioritize outreach to higher-engagement audiences.</li> <li>3. Social Media Targeting: LinkedIn is one of the BESS team's primary platforms for public sector engagement. It is used to reach procurement officials, energy program managers, and sustainability leads within various parts of the public sector. The team intends to run sponsored posts and content campaigns to highlight Sourcewell eligibility, safety advantages, and technical capabilities of BESS solutions.</li> <li>4. CRM Integration (HubSpot): All lead capture, outreach, and follow-up will be managed in HubSpot CRM, where contacts will be tagged by agency type, interest area, and Sourcewell relevance. Automation features will streamline follow-ups, track interactions, and support customer lifecycle engagement.</li> <li>5. Digital Asset Distribution &amp; Tracking: All key marketing materials are electronically available and distributed using trackable download links. Engagement data informs targeted follow-up and helps qualify leads based on behavior.</li> </ol>

42	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Sourcewell is a well-known procurement brand. Its cooperative contract allows efficient procurement solutions for both participating entities and vendors. It satisfies the public sector's competitive procurement requirements, provides faster, more confident purchasing, and promotes economically wise procurement for agencies with limited procurement resources. Embedding Sourcewell into all stages of our team's marketing outreach and sales, helps Participating Entities reduce barriers to BESS procurement both customer and vendor</p> <p>Sourcewell's Role:</p> <ol style="list-style-type: none"> <li>1. Procurement Confidence: Sourcewell ensures Participating Entities can procure through a pre-competed, competitive compliant contract vehicle.</li> <li>2. Market Access: The cooperative model expands a vendor's reach to public sector municipalities, K-12 districts, nonprofits, and regional agencies. It also provides those same entities with efficient procurement-compliant access to vetted vendors and their products.</li> <li>3. Vendor Validation: Sourcewell's platform and brand help amplify awarded vendors, creating visibility and trust across a competitive public sector landscape.</li> </ol> <p>AGI BESS Integration Strategy:</p> <ol style="list-style-type: none"> <li>1. Sales Process Alignment: The sales team will be fully trained to present Sourcewell as a preferred procurement pathway. All quotes, proposals, and order documentation will include appropriate Sourcewell contract references.</li> <li>2. Marketing Promotion: Sourcewell details will be integrated into BESS brochures, product sheets, emails, and website, including a dedicated landing page to help agencies understand how to procure through the agreement.</li> <li>3. CRM Targeting: Sourcewell-eligible contacts and leads in our HubSpot CRM will be tagged and prioritized for messaging related to the cooperative contract (and required periodic reporting).</li> <li>4. Buyer Education: The Sales Team will support Participating Entities with easy-to-follow guides, personalized walk-throughs, and direct support to help them understand and utilize the contract.</li> </ol>	*
43	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>AGI's BESS solutions are not currently listed on a public e-procurement marketplace (GSA Advantage (Q4 2025 submission) or state eMarketplaces).</p> <p>Having said that, the AGI BESS team regularly works with public entities requiring digital workflows and is committed to making procurement easy, flexible, and compliant with Participating Entity internal systems. It can fully support e-procurement processes through its internal systems and can integrate with agency-specific platforms.</p> <p>E-Procurement Capabilities:</p> <ol style="list-style-type: none"> <li>1. Digital Quotes &amp; POs: The company can provide digital, formatted quotes compatible with specific agency requirements and accepts digital purchase orders.</li> <li>2. ERP/CRM Integration: The HubSpot CRM and ERP tools allow full lifecycle digital workflow including, but not limited to, tracking, invoicing, and order fulfillment.</li> <li>3. Custom Integration: For large or recurring customers, dedicated secure portals can be tailored to institutional procurement platforms.</li> <li>4. Compliance Documentation: All orders include Sourcewell contract references, specifications, and pricing to satisfy procurement documentation requirements.</li> </ol>	*

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

Line Item	Question	Response *
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44	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>The AGI BESS team will ensure that Sourcewell entities receive the knowledge and tools to operate their BESS safely, confidently, and effectively. Comprehensive training programs are scalable based on deployment size/complexity and are available in multiple formats.</p> <p>Training Programs Offered:</p> <ol style="list-style-type: none"> <li>Standard Remote Orientation (Included at No Cost): <ul style="list-style-type: none"> <li>Delivery: Live Zoom session or pre-recorded video.</li> <li>Audience: Facilities staff, operations managers, emergency planners, and interested others.</li> <li>Content: Basic safety procedures, system operation, monitoring tools, maintenance schedules, and emergency shutdown protocols.</li> <li>Provider: BESS team technical staff with support from product OEM engineers.</li> </ul> </li> <li>On-Site Training (Quoted per Project): <ul style="list-style-type: none"> <li>Delivery: On-site instruction at the installation location.</li> <li>Audience: End users and maintenance team responsible for hands-on-system interaction</li> <li>Content: Full system turn-key start-up walkthrough, commissioning verification, basic diagnostics, troubleshooting protocols, and access control and communication protocol per Project Specifications.</li> <li>Provider: Etica AG technical staff or certified third-party trainers managed by the BESS team.</li> <li>Cost: Quoted on a project basis depending on location, duration, and system complexity.</li> </ul> </li> <li>Service SLAs: 4 hours phone, 24 hour onsite CONUS., spare parts hubs.</li> <li>Documentation &amp; Support Materials: <ul style="list-style-type: none"> <li>Every system includes manuals, quick-reference safety sheets, and training videos at no charge.</li> <li>Custom SOPs or agency-specific guides are available upon request.</li> </ul> </li> </ol>	*
45	Describe any technological advances that your proposed Solutions offer.	<p>The company delivers next-generation BESS featuring patented fluid immersion cooling technology that is fire safe and is a major advancement in energy storage safety, longevity, and performance. These systems address critical safety, reliability, and sustainability gaps inherent with current battery systems.</p> <p>Key technological advances include the following.</p> <ol style="list-style-type: none"> <li>Immersion Cooling Technology (Fire-Safe Innovation): Battery cells are fully submerged in non-flammable, biodegradable dielectric fluid. This eliminates thermal runaway and virtually removes fire risk, making it ideal for critical infrastructure, defense, and emergency response applications and is significantly safer than traditional air or liquid-cooled systems.</li> <li>Extended Battery Life Through Thermal Optimization: Immersion-cooled systems maintain batteries at optimal operating temperatures. Independent testing has shown up to 20% longer lifecycles compared to conventional cooling methods. Thermal optimization reduces maintenance and replacement costs over time.</li> <li>Modular and Scalable Architecture: Systems are offered in cabinet, skid, and container formats ranging from 11kWh to multi-megawatt deployments. They are compatible with microgrids, mobile infrastructure, and renewable integration. They are also easily configured for DC, AC, or hybrid energy systems.</li> <li>Bi-Directional Power Flow Capabilities: The BESS support both grid-tied and off-grid use with seamless charge/discharge switching and also enable advanced use cases such as load shifting, grid balancing, backup power, and energy resilience.</li> <li>Buy America-Aligned Manufacturing Roadmap: The BESS are currently TAA Compliant and an affiliated company is in the process building a US manufacturing location to provide US made, Buy America Act compliant product.</li> </ol>	*
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.	<p>The team offers comprehensive OEM backed product warranties and performance guarantees for all BESS products. Warranties cover safety, performance, and long-term reliability. All performance data is validated through internal testing and third-party certification. Commissioning support and full warranty documentation are provided with each system.</p> <ol style="list-style-type: none"> <li>Warranty Coverage: 3-Year Standard Warranty on core BESS components or 10-Year Optional Extended Warranty available with Capacity Maintenance Agreement.</li> <li>Performance: Includes 8,000 cycle life at 2-hr (0.5P) 25C +/- 2C, 70% capacity retention expected at 10 years (1 cycle/day with maintenance agreement), 90% round-trip efficiency (DC, varies by application), Ramp rate: &lt;1 second, Response time: &lt;1 second, Lower Total Life Cycle Costs by reducing parasitic cooling energy load 70-80%.</li> </ol>	*

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>BESS products offered here actively integrate green principles including:</p> <p>Product-Level Sustainability Initiatives:</p> <ol style="list-style-type: none"> <li>1. Immersion Cooling Technology (No Fire, No Emissions): Dielectric immersion design significantly lowers O&amp;M by trimming HVAC parasitic load 70% to 80% over currently used air-cooled BESS technologies which consume additional power and use refrigerants with environmental impact. Submersion fluid is readily biodegradable, non-toxic, non-flammable, halogen-free, and safe for aquatic environments.</li> <li>2. Extended Battery Lifespan Reduces Environmental Waste: Immersion cooling reduces thermal degradation and extends battery cycle life by up to 20%, delaying end-of-life disposal/replacement and reducing overall environmental impact.</li> <li>3. Component Safety and Compliance: All systems are certified to RoHS standards (Restriction of Hazardous Substances) to ensure minimal environmental toxicity. Battery systems are REACH compliant where applicable and manufactured without materials known to bioaccumulate or leach into ecosystems.</li> <li>4. Certifications and Standards Compliance: a) ISO 14001, Environmental Management Systems, International Organization for Standardization (ISO), b) RoHS, Restriction of Hazardous Substances, European Union/3rd-Party Testing Labs, c) NFPA 855, Fire Safety &amp; Safe Energy Storage Deployment, National Fire Protection Association, d) UL 9540, Certified Safe Energy Storage Systems (certification pending, expected 08/01/2025), UL Solutions, and e) Dielectric Fluid Safety, non-carcinogenic, non-mutagenic, biodegradable, verified via independent lab testing &amp; MSDS documentation.</li> </ol>
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>Proposed BESS products are certified/compliant with various independent bodies for environmental performance, energy efficiency, and compliance with international sustainable standards. While not all certifications fall under branded "eco-labels," they demonstrate clear alignment with green manufacturing and life-cycle goals.</p> <p>Third Party Eco Certifications &amp; Sustainability Labels:</p> <ol style="list-style-type: none"> <li>1. RoHS (Restriction of Hazardous Substances), issued by TÜV SÜD and other accredited testing labs, scope: Limits use of hazardous materials to support recyclability and reduce toxicity.</li> <li>2. ISO 14001:2015, Environmental Management System, issued by TÜV Rheinland (IAF-accredited) Etica Battery Inc., Taiwan for design/manufacture of BESS systems and cabinets. Cert. No. 01 104 153849 (valid through 11/30/2026).</li> <li>3. CE Mark, Ecodesign Directive (2009/125/EC), issued as manufacturer declaration, tested by TÜV Rheinland NB 0197, confirms compliance with EU efficiency standards, RoHS, and low-voltage/EMC protection.</li> </ol> <p>Compliance Related to Safety:</p> <ol style="list-style-type: none"> <li>1. UL 9540, UL Solutions: Safe BESS construction and integration, (certification expected 08/01/2025)</li> <li>2. NFPA 855, National Fire Protection Association: Compliance with fire safety standards for energy storage. (Note: Although UL and NFPA certifications support system safety, they are not labeled as "eco-labels" but are included for transparency on environmental and risk-related performance.)</li> </ol> <p>Sustainability Alignment: To date, the BESS Team has not pursued consumer-facing eco-labels such as Energy Star or Cradle to Cradle®. Nonetheless, our systems are engineered for extended system lifespans via thermal stress reducing immersion cooling, safe end-of-life handling and recyclability of major components, and the use of non-toxic, environmentally safe materials throughout the product.</p> <p>Our BESS team remains open to pursuing additional third-party sustainability certifications based on project needs or specific agency requirements.</p>

49	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Unique Attributes:</p> <ol style="list-style-type: none"> <li>1. AGI &amp; EticaAG Partnership, AGI's BESS division brings over 20 years public sector experience (over 3,000 school districts and numerous municipalities. It's related company OEM partner, EticaAG, contributes over 25 years of battery innovation/manufacturing and thousands of global BESS deployments.</li> <li>2. Domestic Manufacturing Commitment, EticaAG's US facility (launching Q2 2026) supports both Trade Agreements and Buy America compliance, secure supply chain access, and long-term pricing stability.</li> <li>3. Fire-Safe Technology with Warranty, the AGI AGBESS division offers a 10 year fire protection warranty, including system replacement and site remediation, if a single cell propagates.</li> <li>4. Immersion Cooling for Performance, patented LiquidShield™ immersion cooling improves thermal stability, reduces fire risk, and extends battery lifespan by approximately 20%.</li> <li>5. Smart System Architecture, balanced-SOC control keeps module state-of-charge within <math>\pm 2\%</math>, improving reliability, and grid services performance.</li> <li>6. Full Lifecycle Support, turnkey commissioning and operator training (remote and on-site) <ul style="list-style-type: none"> <li>• 24/7 remote monitoring with OTA firmware updates,</li> <li>• SLA: 4-hour phone / 24-hour on-site response, and</li> <li>• End-of-life take-back through AGI's reverse logistics program.</li> </ul> </li> </ol> <p>What Makes Our Proposed Solutions Unique in the Industry:</p> <ol style="list-style-type: none"> <li>1. Immersion-Cooled, Fire-Safe BESS Technology, offered products use biodegradable dielectric immersion fluid to eliminate thermal runaway and fire propagation providing unmatched safety for mission-critical facilities such as schools, hospitals, base operations, and data centers.</li> <li>2. Scalable and Flexible Deployment Options, from 11kWh cabinets to 3.07MWh containers, offered BESS are available in AC and DC formats, skid-mounted or mobile-ready, and are ideal for grid resilience, mobile response, microgrids, and electrification initiatives.</li> <li>3. Procurement-Ready and Public Sector-Aligned, the AGI BESS team is purpose-built for government contracting. Experience, documentation, compliance certifications, and cooperative contract fluency allow agencies to buy safely, quickly, and in compliance with local procurement rules.</li> <li>4. One-Stop Partner for Government Energy Needs, The BESS team handles all procurement related aspects from contracting and compliance to system sizing, delivery, commissioning, and lifecycle support. There are no middlemen or fragmented dealer networks, only direct, accountable service.</li> </ol> <p>Why It Matters for Sourcewell Entities: By partnering with AGI's AGBESS division, Sourcewell members have immediate access to a next-generation BESS platforms that prioritize intrinsic safety, performance, and contract readiness. We deliver advanced battery technology with the corporate structure and experience to serve the public sector confidently and completely.</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 resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see question 51ff
51		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see the file titled "6 51 MBE 2025 Certificate"
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
59	Describe your payment terms and accepted payment methods.	<p>Standard Payment Terms:</p> <ul style="list-style-type: none"> <li>• Net 30 days from invoice date (default)</li> <li>• Extended terms may be available upon request for qualified Sourcewell Participating Entities</li> </ul> <p>Accepted Payment Methods:</p> <ul style="list-style-type: none"> <li>• ACH / Electronic Funds Transfer (EFT)</li> <li>• Wire Transfer</li> <li>• Paper Check</li> <li>• Procurement Card (P-Card)</li> <li>• Purchase Order (PO)-based invoicing</li> </ul> <p>Invoices are issued upon shipment or milestone completion (if applicable), and all payment-related documentation can be provided in digital format for integration with agency accounting systems. Federal invoicing is available through various electronic platforms including WAWF.</p>

60	Describe any leasing or financing options available for use by educational or governmental entities.	At this time, AGI does not offer direct leasing or in-house financing options for educational or governmental entities. All transactions are structured as traditional purchase agreements. However, offeror is open to collaborating with Participating Entities who may wish to coordinate third-party financing and, upon request, will provide any required transaction specific documentation to support external financing approval.	*
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>AGI will use a minimal, transparent set of transaction documents streamlining the transaction process and ensure contract alignment with Sourcwell. Upon Sourcwell contract award, the BESS team will develop Sourcwell specific documentation incorporating Sourcwell necessary information. The team anticipates documents will include, but not be limited to:</p> <ol style="list-style-type: none"> <li>1. Quote Forms: Incorporates Sourcwell contract identification and entity eligibility.</li> <li>2. Order Form/Purchase Acknowledgment: Includes system specifications, delivery timelines, Sourcwell contract reference, and total cost breakdown.</li> <li>3. Standard Terms &amp; Conditions (T&amp;Cs): Covers warranty scope, delivery terms, payment terms, and liability limitations.</li> <li>4. Optional Service Level Agreement (SLA): Provided on request for projects that involve installation, commissioning, or ongoing technical support. Defines response time expectations, service coverage scope, and escalation protocols.</li> <li>5. Warranty Statement: Specific to the BESS solution offered, outlining coverage period, exclusions, and process for warranty claims.</li> </ol> <p>The BESS team remains flexible and will work with Participating Entities to incorporate any locally required contract language or supplemental forms needed to comply with local procurement standards.</p>	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	AGI accepts P-card from Sourcwell customers for eligible transactions and does not charge additional fees.	*
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 Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	To maintain compliance between various MAS and cooperative purchasing contracts, the Offeror employs a basic discount pricing model in line with current GSA basic discount pricing. That is, it calculates the cooperative purchasing contract pricing as a percentage discount from a base price. In this case, the price to Sourcwell Participating Entities is MSRP less 5% on offered product and open market line items, excluding freight and any applicable tariffs. Pricing is mathematically calculated as follows: $MSRP \times (1 - \text{discount percent}) = \text{Basic Discount Price}$ . This is the basis upon which the negotiated Sourcwell administrative fee shall be calculated and disclosed to the Participating Entity. Please see the files titled "7a 63 Offered Products and Pricing Effective Date of Award", "7b 63 Product and Pricing Detail, and 7c EticaAG Letter of Supply".	*
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.	MSRP less Five Percent (5%).	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	None offered. Please contact AGI on specific Sourcwell related task orders.	*
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.	Open Market line items are available and will be quoted on Sourcwell contract individual task orders at the then current MSRP less the Sourcwell basic discount. All discounts exclude applicable tariffs.	*

67	<p>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.</p>	<p>Certain project-specific costs may be outside the scope of the standard Sourcewell pricing sheet, as they vary by site conditions, customer requirements, and project scope.</p> <p>Costs Not Included in Base Pricing Including, but not limited to:</p> <ol style="list-style-type: none"> <li>1. Site Design Preparation, Installation &amp; Integration (Civil Works): Examples include such items as below grade foundation prep, electrical interconnection, permitting, and all related hard and soft cost incurred in site preparation for BESS installation. Items will be quoted separately based on location, complexity, and system type and may be performed by qualified third-party contractors.</li> <li>2. Optional On-Site Training: Standard remote training is included at no charge and on-site operator training (if requested) will be quoted based on travel, duration, and number of participants</li> <li>3. Pre-Delivery Site Inspection (Optional): Not typically required but can be arranged at customer request for complex installations. This will be quoted based on location and scope of inspection.</li> <li>4. Craning or Specialized Equipment Offload: Certain large containerized systems may require crane rental or special rigging. Generally speaking, these services are customer-provided. However, quotes are available if requested coordination is requested by the customer.</li> <li>5. Local Taxes or Permitting Fees: State and municipal taxes, permit applications, or environmental compliance fees are not included and will be billed as applicable</li> </ol> <p>Relationship of Involved Parties:</p> <ol style="list-style-type: none"> <li>1. AGI's AGBESS division is a reseller and coordinates all project tasks and associated costs directly with systems integrators, prime contractors, and buyer's representatives.</li> <li>2. The OEM, AGI's manufacturing partner, may provide technical support but does not bill Sourcewell entities directly.</li> <li>3. Qualified third-party service providers may be engaged by the offeror for installations, inspections, or field support when required.</li> </ol> <p>All such costs will be fully disclosed in advance, approved, and documented in the task order quote.</p>
68	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Freight, Shipping, and Delivery Program: All freight FOB is CONUS Manufacturing location.</p> <ol style="list-style-type: none"> <li>1. Freight Quotation and Pricing: Freight is calculated on a per-project basis, considering equipment dimensions, total weight, destination, and method of transport (LTL, flatbed, or container). All Participating Entities receive a detailed, itemized freight quote. Freight charges appear as a standalone line item with no markup unless explicitly stated. Additional insurance coverage based on the declared value of the shipment is available upon request and will incur an added cost.</li> <li>2. Delivery Options: Standard Curbside Delivery is defined as Shipment to a designated commercial or agency receiving location. Job Site Delivery is a coordinated drop-off at either the project site or designated staging area.</li> <li>3. Shipping Coordination: Offeror is the primary coordinator for all freight and logistics. Participating Entities may opt to use a preferred third-party carrier, pending advance coordination and approval.</li> <li>4. Scheduling and Tracking: Estimated delivery timelines are provided at the time of the order. All shipments include tracking and advance notification of arrival. Any anticipated delays or changes are promptly communicated.</li> <li>5. Special Conditions and Disclosures: Oversized units may require specialized services such as rigging or permitting, which will be quoted separately if not customer managed. OCONUS deliveries include customs coordination as required. All freight costs are fully documented in advance.</li> </ol>

69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>AG BESS Non-Continental and International Freight Terms:</p> <ol style="list-style-type: none"> <li>1. Standard Shipping Terms – Alaska, Hawaii, Territories, and Canada: All shipments to Alaska, Hawaii, Territories (e.g., Puerto Rico, Guam, American Samoa), and Canada are provided Ex Works (EXW) from the designated offeror shipping location. Additional freight coordination beyond EXW, such as final destination delivery, customs support, and intermodal logistics can be arranged and quoted upon request. Alternative shipping terms (FOB, CIF, DDP) may be offered based on customer preference and project requirements. All freight quotes are fully itemized, with no hidden fees, and reflect the requested delivery scope and service level.</li> <li>2. Offshore U.S. Government Sites (e.g., Military Bases, Embassies): Shipping can be arranged through DOD or DLA-approved logistics channels with appropriate MILSPEC and MILSTD processing. All international shipments are subject to export compliance, site access authorization, and applicable security requirements. Quotes for these services are issued separately and in full accordance with federal logistics protocols.</li> </ol>	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Specialized Distribution and Delivery Methods below are designed to meet the diverse operational environments of Sourcewell Participating Entities, and support timely, secure, and scalable deployment across both conventional and complex field conditions.</p> <ol style="list-style-type: none"> <li>1. Pre-Assembled, Plug-and-Play Deployment: Systems are delivered pre-configured and fully tested in containerized or skid-mounted formats, and minimize installation and commissioning time; ideal for emergency response and time-sensitive deployments.</li> <li>2. Mobile and Tactical Deployment Options: Select BESS units are designed for mobile use, including trailer-mounted and forklift-compatible configurations. These units are well suited for disaster response, temporary power needs, and field-based infrastructure.</li> <li>3. Phased or Staged Delivery Scheduling: The BESS team offers phased delivery aligned with construction timelines, funding disbursement, or institutional calendars (for example, the academic year). Flexible scheduling supports larger projects or multiple site rollouts.</li> <li>4. Remote or Limited-Access Site Delivery: Job site deliveries can be coordinated in areas with limited infrastructure using regional staging warehouses or local carriers when needed.</li> <li>5. Third-Party Logistics and Partner Coordination: When delivery is routed through an integrator, government warehouse, or utility, the BESS team provides advance scheduling, required documentation, and coordination to ensure secure transfer of goods.</li> </ol>	*
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>A proactive compliance process ensures trust, transparency, and full alignment with Sourcewell's cooperative purchasing expectations. The Company's structured self-audit and contract compliance process consists of:</p> <ol style="list-style-type: none"> <li>1. Contract Flagging in CRM: All Sourcewell-related leads and transactions will be tagged and tracked in HubSpot CRM to ensure contract pricing and terms are applied from the outset of each engagement.</li> <li>2. Quote Review &amp; Approval: All formal quotes issued under the contract will include the Sourcewell contract number, Participating Entity name, and discounted pricing breakdown. Quotes will be reviewed and approved by our internal Contract Compliance Lead prior to issuance.</li> <li>3. Periodic Internal Audit: The company will conduct quarterly reviews of Sourcewell transactions to verify proper pricing was applied, correct documentation was delivered, and any open market items were labeled and disclosed properly. Discrepancies, if found, will be corrected and documented with an internal corrective action plan.</li> <li>4. Reporting &amp; Transparency: the company maintain detailed records of all Sourcewell transactions and will provide the quarterly compliance reports to Sourcewell and remit any management fees collected and payable within thirty (30) days of the end of the preceding calendar quarter. In addition, the company will perform an annual reconciliation of Sourcewell usage and fees.</li> </ol>	*

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>If awarded, AGBESS will implement a structured performance tracking program to monitor the success and impact of the Sourcewell agreement. These internal metrics will help us assess effectiveness, optimize engagement, ensure alignment with Sourcewell goals and meaningful value to end users.</p> <p>The following sample metrics and performance tracking will allow the company and Sourcewell to determine the success of the awarded contract.</p> <ol style="list-style-type: none"> <li>1. Number of Sourcewell Participating Entities Engaged: Tracks outreach volume and active engagement across education, government, and nonprofit sectors as measured by CRM entries tagged to Sourcewell leads or contacts.</li> <li>2. Total Sales Volume Under Sourcewell Contract: Measures cumulative contract value and order count tied to Sourcewell. This shall be reported quarterly and used to evaluate adoption by region and sector.</li> <li>3. Average Quote-to-Close Time for Sourcewell Projects: Tracks procurement efficiency compared to non-contracted sales channels and helps determine whether the contract is accelerating public-sector purchasing.</li> <li>4. Sourcewell Usage Rate by Territory or Market Segment: Measures what percentage of public-sector quotes use Sourcewell as the procurement path and allows adjustment of strategies in underperforming regions.</li> <li>5. Customer Satisfaction &amp; Post-Delivery Follow-Up: Includes feedback on ordering, delivery, training, and product performance to be used to identify service gaps and improve end user contract experience.</li> <li>6. Self-Audit Contract Compliance Score: These are periodic internal audit results on designed to track proper contract usage, pricing accuracy, and documentation to ensure operational and financial alignment with Sourcewell terms.</li> </ol>	*
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.	The company offers Sourcewell an administration fee of 0.75%, in line with the current GSA MAS contract administration fee. This fee shall be calculated on the value of all contract line items, open market items, and shall exclude freight, incidental charges, and any applicable tariffs.	*

**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.	Please reference the answers to questions 63 and 64.	*

**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.	<p>Vendor offers a complete portfolio of immersion-cooled Battery Energy Storage Systems (BESS) designed to meet the diverse needs of Sourcewell Participating Entities, from small municipal installations to large-scale energy resilience projects.</p> <p>All systems feature EticaAG's patented immersion cooling technology, which submerges lithium-ion battery cells in a biodegradable, non-flammable dielectric fluid. This significantly enhances fire safety, extends battery life, and reduces maintenance.</p> <p>Item #1: Item Name: Legion C-20 BESS-2-3060/1500  Item Description: 20' skid mounted, containerized AC output energy storage system. 2 Hr, 3060 (kWh), 1500 (kW), USA made power inverter, non-flammable liquid immersion battery cooling, fire-suppression mechanisms, and internal Master Battery Management Unit (MBMU).  Format: Pre-integrated fork truck accessible skid base w/lifting points, weatherproof enclosure  Use Cases: BTM or FTM Applications (Behind and Front of Meter) Utilities, airports, school districts, mobile emergency grids, medical</p>	*

facilities Features: See Product Literature in the file titled "5c 40 Product Literature"	
Item #2: Item Name: Legion C-20 BESS-4-3060/750 Item Description: 20' skid mounted, containerized AC output energy storage system. 4 Hr, 3060 (kWh), 750 (kW), USA made power inverter, non-flammable liquid immersion battery cooling, fire-suppression mechanisms, and internal Master Battery Management Unit (MBMU). Format: Pre-integrated fork truck accessible skid base w/lifting points, weatherproof enclosure Use Cases: BTM or FTM Applications (Behind and Front of Meter) Utilities, airports, school districts, mobile emergency grids, medical facilities Features: See Product Literature in the file titled "5c 40 Product Literature"	
Item #3: Item Name: Power Cabinet BESS-2-340/170 Item Description: Skid mounted, outdoor cabinet DC output energy storage system. 2 Hr, 340 (kWh), 170 (kW), Dynapower made power inverter, non-flammable liquid immersion battery cooling, fire-suppression mechanisms, and internal Master Battery Management Unit (MBMU). Format: Pre-integrated fork truck accessible skid base w/lifting points, weatherproof enclosure Use Cases: Backup power and grid resiliency for critical facilities (e.g., police, schools, telecom) Features: See Product Literature in the file titled "5c 40 Product Literature"	
Item #4: Item Name: Power Cabinet BESS-4-340/85 Item Description: Skid mounted, outdoor cabinet DC output energy storage system. 4 Hr, 340 (kWh), 85 (kW), Dynapower made power inverter, non-flammable liquid immersion battery cooling, fire-suppression mechanisms, and internal Master Battery Management Unit (MBMU). Format: Pre-integrated fork truck accessible skid base w/lifting points, weatherproof enclosure Use Cases: Backup power and grid resiliency for critical facilities (e.g., police, schools, telecom) Features: See Product Literature in the file titled "5c 40 Product Literature"	*
Item #5: Item Name: Power Cabinet BESS-2-250/125 Item Description: Skid mounted, outdoor cabinet AC output energy storage system. 2 Hr, 250 (kWh), 125 (kW), Dynapower made power inverter, non-flammable liquid immersion battery cooling, fire-suppression mechanisms, and internal Master Battery Management Unit (MBMU). Format: Pre-integrated fork truck accessible skid base w/lifting points, weatherproof enclosure Use Cases: Backup power and grid resiliency for critical facilities (e.g., police, schools, telecom) Features: See Product Literature in the file titled "5c 40 Product Literature"	
Item #6: Item Name: Power Cabinet BESS-4-250/65 Item Description: Skid mounted, outdoor cabinet AC output energy storage system. 4 Hr, 250 (kWh), 65 (kW), Dynapower made power inverter, non-flammable liquid immersion battery cooling, fire-suppression mechanisms, and internal Master Battery Management Unit (MBMU). Format: Pre-integrated fork truck accessible skid base w/lifting points, weatherproof enclosure Use Cases: Backup power and grid resiliency for critical facilities (e.g., police, schools, telecom) Features: See Product Literature in the file titled "5c 40 Product Literature"	
Open Market Options and Engineered Solutions:	
<ul style="list-style-type: none"><li>Power electronics (PCS/inverter)</li><li>Microgrid controller integration</li><li>Paralleling solutions to expand BESS power</li><li>Remote monitoring &amp; SCADA-ready systems</li><li>On-site commissioning and optional installation services</li><li>Custom rack designs, environmental hardening, and site prep support</li></ul>	



		<ul style="list-style-type: none"> <li>Custom trailer mounted Mobile Power BESS units 50-340kWh (future standard product)</li> </ul> <p>Used Equipment Policy: The company does not currently offer used or refurbished BESS solutions under this agreement. All systems offered are new, safety-certified, and compliant with UL 9540, NFPA 855, and ISO standards.</p>	
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>The subcategories below represent the full scope of available offerings ranging from fixed site and mobile power solutions to fire-safe, immersion-cooled systems designed for microgrids, critical infrastructure, and rapid deployment uses.</p> <ol style="list-style-type: none"> <li>Stationary Battery Energy Storage Systems</li> <li>Rapid-Deploy Mobile Battery Storage Units</li> <li>Immersion-Cooled Energy Storage Solutions</li> <li>Microgrid-Ready BESS and Backup Systems</li> <li>Turnkey Energy Storage Installation &amp; Integration Services</li> <li>Emergency &amp; Resilience Power Infrastructure</li> </ol>	*
77	Describe in detail the total energy capacity of all products offered.	<p>Please refer to the line items described in question 75.</p> <p>Total Energy Capacity Range:</p> <p>Cabinet-Based Systems: (Optional) skid mounted cabinet base system</p> <ul style="list-style-type: none"> <li>Capacity: 11 kWh to 340 kWh</li> </ul> <p>Skid-Mounted Systems:</p> <ul style="list-style-type: none"> <li>Capacity: 250 –340 kWh</li> </ul> <p>Skid Mounted Containerized Systems (C-BESS):</p> <ul style="list-style-type: none"> <li>Capacity: 3.07 MWh</li> </ul> <p>Mobile/Trailer-Based Systems: (Custom Solution offering – special order)</p> <ul style="list-style-type: none"> <li>Capacity: 50 kWh to 340 kWh</li> </ul> <p>All systems are modular and can be expanded in parallel to meet multi-megawatt-hour requirements, depending on the customer's application. Each system is also configurable in AC or DC output formats and is designed to scale with evolving energy needs.</p>	*
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).	Please refer to the file titled "10 78 Nominal Output Capabilities".	*

79	Describe in detail products bi-directional capabilities, including specifics on unit to grid, unit to vehicle, unit to equipment, etc.	<p>All BESS systems are equipped with bi-directional power flow capabilities, enabling flexible energy management across grid-connected, off-grid, and hybrid environments. These systems are designed for real-time responsiveness and energy redirection based on load demands, grid signals, or backup needs.</p> <p>Bi-Directional Capabilities by Flow Type:</p> <p>1. Unit-to-Grid (Grid-Tied Mode):</p> <ul style="list-style-type: none"> <li>• Systems can discharge stored energy back to the utility grid during peak periods or outages</li> <li>• Supports grid services such as peak shaving, frequency regulation, and demand response</li> <li>• Integrates with smart inverters (PCS) and can operate under grid-following or grid-forming configurations</li> <li>• Compatible with net metering and time-of-use optimization strategies</li> <li>• Often deployed in microgrid or campus-wide energy ecosystems</li> </ul> <p>2. Unit-to-Equipment (Load-Side Mode):</p> <ul style="list-style-type: none"> <li>• Powers on-site equipment, buildings, or critical infrastructure directly during outages or load management events</li> <li>• Rapid response time (sub-second) allows seamless switchover from grid to battery</li> <li>• Ideal for mission-critical facilities like fire departments, emergency shelters, and communications hubs</li> </ul> <p>3. Unit-to-Vehicle (EV/Equipment Charging):</p> <ul style="list-style-type: none"> <li>• Select systems support DC fast charging or AC Level 2 charging of electric vehicles or electric ground support equipment (eGSE)</li> <li>• Can be configured for vehicle-to-load (V2L) or vehicle-to-grid (V2G) interoperability if paired with compatible bidirectional EVSE</li> <li>• Supports fleet electrification use cases in schools, transit, and emergency services</li> </ul> <p>Control &amp; Safety Features:</p> <ul style="list-style-type: none"> <li>• Real-time energy management software (EMS) regulates charging/discharging priorities</li> <li>• Integrated battery management systems (BMS) ensure safety and efficiency during directional shifts</li> <li>• Systems can be remotely configured and monitored to prioritize backup, self-consumption, or export modes</li> </ul> <p>The company's immersion-cooled systems are ideal for bi-directional operation in sensitive or high-risk environments, offering not just flexibility but also industry-leading fire safety.</p> <p>For more specific information, please see the file titled "11 79 Bi-Directional Capabilities".</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.	<p>None However offeror is open to collaborating with Participating Entities wishing to integrate BESS onto self propelled or specialized utility vehicles on a custom project basis.</p>	*

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>The company provides a suite of complementary services and technology solutions designed to enhance the deployment, operation, and long-term value of the offered BESS products.</p> <p>Complementary Services:</p> <ol style="list-style-type: none"> <li>1. Site Assessment &amp; System Design Support <ul style="list-style-type: none"> <li>• Engineering consultations to align system capacity, load profiles, and installation environment</li> <li>• Layout planning for skid, cabinet, or containerized BESS based on local codes and use case</li> </ul> </li> <li>2. Installation &amp; Commissioning Services <ul style="list-style-type: none"> <li>• Optional turnkey installation available through qualified partners</li> <li>• On-site commissioning includes electrical integration, system testing, and end-user orientation</li> </ul> </li> <li>3. Training &amp; Technical Support <ul style="list-style-type: none"> <li>• Remote and on-site training for operators, facilities teams, and emergency planners</li> <li>• Technical documentation, safety protocols, and maintenance guides included</li> </ul> </li> </ol> <p>Complementary Software &amp; Technology:</p> <ol style="list-style-type: none"> <li>1. Energy Management System (EMS) Integration <ul style="list-style-type: none"> <li>• Supports connection to 3rd-party or utility-based EMS platforms</li> <li>• Enables time-of-use optimization, peak shaving, and real-time energy dispatch</li> </ul> </li> <li>2. Remote Monitoring &amp; Diagnostics <ul style="list-style-type: none"> <li>• Optional cloud-based monitoring of battery health, charge cycles, temperature, and system alerts</li> <li>• Dashboards accessible to agency personnel or energy managers via secure login</li> </ul> </li> <li>3. SCADA Compatibility <ul style="list-style-type: none"> <li>• Systems are SCADA-ready for integration into municipal or utility control systems</li> <li>• Enables remote visibility, event logging, and automated response protocols</li> </ul> </li> <li>4. Fire Prevention &amp; Safety Controls <ul style="list-style-type: none"> <li>• Complementary technologies include onboard temperature and gas sensors</li> <li>• Real-time shutdown automation in the event of critical system faults</li> </ul> </li> </ol>
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**Table 8B: 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	None
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	Skid Mounted
84		Skid mounted and/or containerized	<input checked="" type="radio"/> Yes <input type="radio"/> No	All offered products are containerized, skid mounted, and have lifting points
85		Wheeled or trailer mounted	<input type="radio"/> Yes <input checked="" type="radio"/> No	However, smaller (250 or 340) units are able to be put on a trailer.
86	Accessories related to solutions described above		<input checked="" type="radio"/> Yes <input type="radio"/> No	Identified and priced at time of quote as open market items.

**Table 9: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 87. NOTICE:** To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

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

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Pricing Zipped.zip - Wednesday June 25, 2025 13:25:04
  - [Financial Strength and Stability](#) - 2 16 AGI 2024 Internal Consolidated Financials.pdf - Wednesday June 25, 2025 13:13:17
  - [Marketing Plan/Samples](#) - Marketing Zipped.zip - Wednesday June 25, 2025 13:25:36
  - [WMBE/MBE/SBE or Related Certificates](#) - 6 51 MBE 2025 Certificate.pdf - Wednesday June 25, 2025 13:18:01
  - [Standard Transaction Document Samples](#) - Standard Transaction Docs Zipped.zip - Thursday June 26, 2025 08:32:18
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Additional Zipped.zip - Wednesday June 25, 2025 15:46:55

## 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. - Lise Zwisler, Authorized Agent, AssetGenie, Inc. AGBESS Division

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