

**MONTGOMERY COUNTY, MARYLAND
CONTRACT #1139583**

This Contract is between **MONTGOMERY COUNTY, MARYLAND**, a political subdivision of the State of Maryland, (“County”), and Beam Global, Ltd., 5660 Eastgate Drive, San Diego CA 92121, (“Contractor”). The County and the Contractor together are sometimes referred to as the “Parties.”

1. **BACKGROUND**

The County, through the Montgomery County Department of General Services, Division of Fleet Management, desires to procure mobile solar panel electric vehicle charger systems, including the goods, supplies, materials, warranty, and equipment associated with that purchase.

The Contractor, who is the sole provider and seller for mobile solar panel electric vehicle charger systems, represents that it is qualified and able to provide the goods and services as described in their price proposal (Attachment C) and this Contract.

This Contract is the result of a non-competitive procurement and this Contract is entered into in accordance with Section 11B-14(a) (1) of the Montgomery County Code; and Sections 4.1.12.3(a) (1) (2) and (3) of the Montgomery County Procurement Regulations.

2. **SCOPE OF SERVICES**

A. The “Background” Section above is expressly incorporated and made a part of this Contract and its Scope of Services.

B. The Contractor must provide to the County with a mobile solar panel electric vehicle charger system, including all goods, supplies, materials, warranty, and equipment, as described in this Contract and Contractor’s quotation sheet, beginning with the effective date of this Contract, and at the prices and rates set forth in Attachment C.

C. It will be the responsibility of the Contractor to provide current, complete, and updated price quotations upon request of the Director, Office of Procurement, Contract Administrator, or designee. All prices excluding shipping charges are F.O.B. destination; freight prepaid by the Contractor, to the ordering organization’s receiving point. Price increases for parts and accessories, as may be reflected in newly published Solar Panel Electric Charger price lists, will be effective only upon and after an amendment to this Contract. The quotations will be of the most current publication and indicate the most current model numbers, styles, and latest publication and indicate the most current model numbers, styles, and latest published price list. It is the responsibility of the contractor to inform the County of any and all price changes in its quotation.

3. **COMPENSATION**

The County will pay the Contractor in accordance with the Contractor’s price proposal, Attachment C.

Payment terms are net 30 days after receipt, acceptance, and approval by the County of an acceptable invoice.

Invoices are to be sent to:

Michael Atkinson, Chief - Materials Management
Department of General Services
Division of Fleet Management Services
16700 Crabbs Branch Way
Rockville, MD 20855

4. **CONTRACT ADMINISTRATOR**

The Contract Administrator has the duties and responsibilities outlined in Paragraph 6, Contract Administration, of the General Conditions of Contract Between County and Contractor, attached as Attachment A.

The Contract Administrator for this Contract is Michael Atkinson, Chief of Materials Management, Division of Fleet

**MONTGOMERY COUNTY, MARYLAND
CONTRACT #1139583**

Management Services, (240) 777-5661.



5. 1. CONTRACT TERM

The effective date of this Contract begins on upon signature by the Director, Office of Procurement, and continues for a period of one year. Before the Contract term ends, the Director may (but not required to) renew this Contract for four (4) additional one-year periods.

6. 2. GENERAL CONDITIONS

The Contractor must comply with the General Conditions of Contract Between County and Contractor ("General Conditions") attached, incorporated by reference into, and made part of this Contract as Attachment A. However, paragraph 21, Insurance, is superseded by the Mandatory Insurance Requirements in Attachment B.

7. 3. MONTGOMERY COUNTY PROCUREMENT REGULATIONS

The Montgomery County, Maryland, Procurement Regulations are applicable to this Contract.

8. 4. NAME AND SIGNATURE REQUIREMENTS FOR CONTRACTS

The correct and full legal business name of the Contractor must be used on the Contract. A trade name, i.e., a shortened or different name under which the firm does business, must not be used when the full legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of the business (i.e., Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by t/a (trading as) or d/b/a (doing business as), respectively. The signature on the Contract or amendment must conform to the following: All signatures must be made by an authorized officer, partner, manager, member or employee. The signing of a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the Contractor.

9. 5. NET PRICES

Prices are net, inclusive of all charges for the performance of work as outlined herein. Prices are less Federal, State, and local taxes.

10. 6. REQUIRED DELIVERY SCHEDULE

All deliveries are to be made within a reasonable time to the locations identified and listed below and are to be coordinated and scheduled with the individuals as indicated.

Delivery Locations:

Equip. Mgmt. & Operations Center (EMTOC)
16700 Crabbs Branch Way
Rockville, Maryland 20855
Damian Johnson (240) 777-5741

Bus Maintenance Facility (BMF)
8710 Brookville Road
Silver Spring, Maryland 20910
Carlos Medina (240) 777-5638,

Small Transit Shop (STS)
4901 Nicholson Court
Kensington, Maryland 20895
Gregory Chomicz (240) 777-5617

ADDITIONAL LOCATIONS

Montgomery County reserves the right to add new locations if the need should arise during the Contract term without

MONTGOMERY COUNTY, MARYLAND
CONTRACT #1139583

changing the Contract price. Incorporation of additional locations to this Contract(s) will be achieved by Contract amendment.

11. REQUIRED WARRANTY PERIOD

The Contractor will guarantee the products provided under this Contract for a period of one year for defects in quality, material, and workmanship as outlined herein. The warranty period begins upon the County's receipt and acceptance of the electric chargers. Any product found deficient, or imperfect will be repaired or replaced by the Contractor, at their option, without any charge to the County. Furthermore, items supplied must meet or exceed all normal industry standards at any time during the Contract term. Failure of any part to meet the industry specifications will require the Contractor to rectify the problem immediately, including, but not limited to, replacing the defective and/or substandard part with a new part meeting the standards, at no additional cost to the County.

12. DISCONTINUED ITEMS

It will be the responsibility of the Contractor to notify the County when an item is discontinued by or becomes unavailable. If a replacement item is offered by the Contractor, it must be approved by the County. The replacement item must be of equal or greater quality and offering the same or more features than the discontinued item.

13. CATALOG/PRICE LIST UPDATES

It will be the responsibility of the Contractor to maintain all catalogs/price lists in a current and up-to-date status during the Contract period or the County may determine the Contract to be in default. It will be the responsibility of the Contractor to provide current and complete manufacturer's catalogs/price lists upon request of the Purchasing Director, Contract Administrator, or designee. The catalog reference will be of most current publication and indicate the most current model numbers, styles, and latest published price lists. It is the responsibility of the Contractor to inform the County of any and all price changes. Should an order be placed before such notification, the Contractor will be obligated to honor either the ordered price or the changed price, whichever is less.

14. NEW PRODUCTS

Introduction of new products/numbers, etc. to a manufacturer's line may be added during the Contract term. New products/numbers will utilize the most current Manufacturer's published price list in a hard copy, CD ROM, or web-based for these new items.

15. DEPARTMENTS AUTHORIZED TO USE CONTRACT(S)

The primary user of this Contract will be the Department of General Services, Division of Fleet Management Services. This agency is authorized to use its own internal Job Release System and Financial Department methods. All other users of this Contract must route their usage through the Contracting Officer, or designee. Contractors are cautioned not to perform work for any other than the primary user without written authorization from the Director, Office of Procurement.

16. ORDERING TERMS

Orders placed before but delivered after the effective termination date of the Contract are to be honored with all terms, conditions, and pricing of the Contract to remain in effect until the final delivery is made by the Contractor and accepted by the County.

17. METHOD OF ORDERING

It is the intention of the County to issue written purchase orders or blanket purchase order(s) to the Contractor. If blanket purchase order(s) is/are issued, written individual releases against such blanket order(s) will be made by the

**MONTGOMERY COUNTY, MARYLAND
CONTRACT #1139583**

using agency as required. Issuance of all purchase orders will be contingent upon appropriation of funds by the Montgomery County Council and encumbrance of such funds after July 1, of each year, as provided by the Montgomery County Code. The dollar amount listed in the blanket purchase order does not guarantee that the County will place any releases against the blanket purchases order. Contractor must not furnish any goods or perform any services under this Contract unless pursuant to a valid purchase order.

18. PURCHASE OF GOODS BY NON-PROFIT ORGANIZATIONS

Pursuant to the requirements set forth in the Montgomery County Code, Chapter 11B-49, the Contractor agrees to extend the same terms, conditions, and prices for the goods provided by the Contractor pursuant to this Contract to those Non-Profit organizations which may need the goods in order to perform a contract with the County. Non-Profit Organizations are defined as those organizations that are exempt from taxation under Section 501(c) (3) of the Internal Revenue Code but are not defined as a "public entity" under subsection (n) of Chapter 11B-1 of the Montgomery County Code.

19. TAX EXEMPTION

Montgomery County is exempt from the State of Maryland Retail Sales Tax, Exemption Certificate No. 30001235, Federal Excise Tax, Exemption Certificate No. 52-6000980

20. NAME CHANGE

In the event the Contractor undergoes a name change from its Legal Business Name, the Contract Administrator must be notified, in writing, within ten business days from the effective date of the name change.

21. PRIORITY OF DOCUMENTS

The following documents are incorporated by reference into and made part of this Contract, and are listed in order of legal precedence below, in the event of a conflict in their terms: (1) This Contract document; (2) The General Conditions of Contract Between County and Contractor (Attachment A), and the Mandatory Insurance Requirements (Attachment B); and (3) Contractor's price proposal (Attachment C).

SIGNATURE PAGE TO FOLLOW

MONTGOMERY COUNTY, MARYLAND
CONTRACT #1139583

SIGNATURES

Beam Global, Ltd.

By: 

Typed: Katherine McDermott

Title: CFO

Date: 4/8/2022

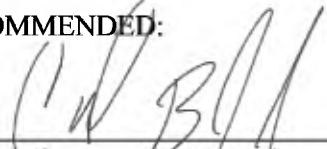
MONTGOMERY COUNTY, MARYLAND

By:  /for

Avinash G. Shetty, Director
Office of Procurement

Date: 6-10-2022


RECOMMENDED:

By: 

Calvin Jones, Division Chief
Division of Fleet Management Services
Department of General Services

Date: 4/19/2022

APPROVED AS TO FORM AND LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: 

Puja K. DeWire, Associate County Attorney

Date: 4/21/22

MONTGOMERY COUNTY, MARYLAND
CONTRACT #1139583
Attachment A

GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The County's prevailing wage law, as found at §11B-33C of the County Code, applies to certain construction contracts. To the extent applicable, the County's prevailing wage requirements are enumerated within this solicitation/contract in the "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor." If applicable to this contract, the Addendum will be attached to the contract, and will be incorporated herein by reference, and made a part thereof.

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Md. State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

Montgomery County's Earned Sick and Safe Leave Law, found at Sections 27-76 through 27-82 of the County Code, became effective October 1, 2016. An employer doing business in the County, as defined under the statute, must comply with this law. This includes an employer vendor awarded a County contract. A vendor may obtain information regarding this law at <http://www.montgomerycountymd.gov/humanrights/>

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests. The contractor must not employ any subcontractor that is a debarred or suspended person under County Code §11B-37. The contractor is fully responsible to the County for the acts and omissions of itself, its subcontractors and any persons either directly or indirectly employed by them. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the County, and nothing in the contract documents is intended to make any subcontractor a beneficiary of the contract between the County and the contractor.

5. CHANGES

The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;

MONTGOMERY COUNTY, MARYLAND
CONTRACT #1139583
Attachment A

- (2) give direction to the contractor to ensure satisfactory and complete performance;
 - (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
 - (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
 - (5) accept or reject the contractor's performance;
 - (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
 - (7) prepare required reports;
 - (8) approve or reject invoices for payment;
 - (9) recommend contract modifications or terminations to the Director, Office of Procurement;
 - (10) issue notices to proceed; and
 - (11) monitor and verify compliance with any MFD Performance Plan.
- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS, AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code. In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.

MONTGOMERY COUNTY, MARYLAND
CONTRACT #1139583
Attachment A

- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the minimum insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. The minimum limits of coverage listed shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County, nor shall failure by the County to request evidence of this insurance in any way be construed as a waiver of proposed awardee/contractor's obligation to provide the insurance coverage specified. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Contractor must provide to the County at least 30 days written notice of a cancellation of, or a material change to, an insurance policy. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. After consultation with the Department of Finance, Division of Risk Management, the Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

Please disregard TABLE A. and TABLE B., if they are replaced by the insurance requirements as stated in an attachment to these General Conditions of Contract between County and Contractor.

TABLE A. INSURANCE REQUIREMENTS
(See Paragraph #21 under the General Conditions of Contract
between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

**MONTGOMERY COUNTY, MARYLAND
CONTRACT #1139583
Attachment A**

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	
Commercial General Liability for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300 Attachment	500	1,000	See
Minimum Automobile Liability (including owned, hired and non owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage				
each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
255 Rockville Pike, Suite 180
Rockville, Maryland 20850 4166

*Professional services contracts only

(Remainder of Page Intentionally Left Blank)

**MONTGOMERY COUNTY, MARYLAND
 CONTRACT #1139583
 Attachment A**

TABLE B. INSURANCE REQUIREMENTS
 (See Paragraph #21 under the General Conditions of Contract
 between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder
 Montgomery County Maryland (Contract #)
 Office of Procurement
 255 Rockville Pike, Suite 180
 Rockville, Maryland 20850 4166

(Remainder of Page Intentionally Left Blank)

MONTGOMERY COUNTY, MARYLAND
CONTRACT #1139583
Attachment A

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. INFORMATION SECURITY

A. Protection of Personal Information by Government Agencies:

In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).

B. Payment Card Industry Compliance:

In any contract where the Contractor provides a system or service that involves processing credit card payments (a "Payment Solution"), the Payment Solution must be Payment Card Industry Data Security Standard Compliant ("PCI-DSS Compliant"), as determined and verified by the Department of Finance, and must (1) process credit card payments through the use of a Merchant ID ("MID") obtained by the County's Department of Finance by and in the name of the County as merchant of record, or (2) use a MID obtained by and in the name of the Contractor as merchant of record.

24. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

25. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B 33 and Section 27 19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

26. PAYMENT AUTHORITY

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

27. P-CARD OR SUA PAYMENT METHODS

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account ("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

28. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

29. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or

MONTGOMERY COUNTY, MARYLAND
CONTRACT #1139583
Attachment A

(c) endangering the performance of this contract.

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

30. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

31. TIME

Time is of the essence.

32. WORK UNDER THE CONTRACT

Contractor must not commence work under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

33. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

MONTGOMERY COUNTY, MARYLAND

CONTRACT #1139583

Attachment B

MANDATORY MINIMUM INSURANCE REQUIREMENTS

Electric Vehicle Charging Stations – Purchase Equipment, Supplies, Materials, Warranty in Support of Mobile Solar Panel Electric Vehicle Charger Systems

Prior to the execution of the contract by the County, the proposed awardee/contractor and their contractors (if requested by County) must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Contractor, including but not limited to "cross-liability" or "insured vs insured" exclusion provisions.

Commercial General Liability

A minimum limit of liability of ***two million dollars (\$2,000,000), and four million dollars (\$4,000,000) aggregate***, for bodily injury, personal injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors & Subcontractors
- Products and Completed Operations

Automobile Liability Coverage

A minimum limit of liability of ***one million dollars (\$1,000,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

Worker's Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident***
- Bodily Injury by Disease - \$500,000 policy limits***
- Bodily Injury by Disease - \$100,000 each employee***

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on an endorsement to Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance policies if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the contractor.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland
DGS / Yemisi Ogbodo
101 Monroe Street, 9th floor
Rockville, MD 20855

CORE ITEMS - Solar Systems EV ARC with Smart Chargers					
Contract Line Item # (CLIN)	Commodity Description	Manufacturer Model No.	Manufacturer's Item Description	Unit of Measure	Contract Unit Price
1	EV ARC - 4.3 kW DC - 12 PV Panels Solar System with Chargepoint CT4013-GW1, single level-2 smart/networked charging station.	ARC-CP4013	EV ARC w/ Chargepoint single plug	Each	\$ 63,181.58
2	EV ARC - 4.3 kW DC - 12 PV Panels Solar System with Chargepoint CT4023-GW1, dual-plug derated level-2 smart/networked charging station.	ARC-CP4023	EV ARC w/Chargepoint dual plugs	Each	\$ 65,022.02
3	EV ARC - 4.3kW solar array, <i>BeamTrak</i> ™, 24kWh (expandable) battery storage, and <i>Beam</i> Charge integrated EV charging system - Configuration 1: One (1) J1772 coupler with 4.3kW maximum output.	ARC-EC1	EV ARC w/ single plug - Enel X Juicebox Pro	Each	\$ 59,965.22
4	EV ARC - 4.3kW solar array, <i>BeamTrak</i> ™, 24kWh (expandable) battery storage, and <i>Beam</i> Charge integrated EV charging system - Configuration 2: Two (2) J1772 couplers with (a) 4.3kW maximum output delivered to either coupler or shared amongst both or (b) 2.2kW fixed output per coupler.	ARC-EC2	EV ARC w/ dual (2) plugs - Enel X Juicebox Pro with optional powersharing	Each	\$ 61,718.44
5	EV ARC - 4.3kW solar array, <i>BeamTrak</i> ™, 24kWh (expandable) battery storage, and <i>Beam</i> Charge integrated EV charging system - Configuration 3: Three (3) J1772 couplers (a) 4.3kW maximum output delivered individually or (b) 1.4kW fixed maximum output per coupler.	ARC-EC3	EV ARC w/ three (3) plugs - Enel X Juicebox Pro with optional powersharing	Each	\$ 63,471.66
6	EV ARC - 4.3kW solar array, <i>BeamTrak</i> ™, 24kWh (expandable) battery storage, and <i>Beam</i> Charge integrated EV charging system - Configuration 4: Four (4) J1772 couplers (a) 1.4kW maximum output delivered individually or between 1kW to 1.4kW when shared amongst four or (b) 1kW fixed maximum output per coupler.	ARC-EC4	EV ARC w/ four (4) plugs - Enel X Juicebox Pro with optional powersharing	Each	\$ 65,224.88
7	EV ARC - 4.3kW solar array, <i>BeamTrak</i> ™, 24kWh (expandable) battery storage, and <i>Beam</i> Charge integrated EV charging system - Configuration 5: Five (5) J1772 couplers (a) 1.4kW maximum output delivered individually or between 0.84kW to 1.4kW when shared amongst 5 or (b) 0.84kW fixed maximum output per coupler.	ARC-EC5	EV ARC w/ five (5) plugs - Enel X Juicebox Pro with optional powersharing	Each	\$ 66,978.10
8	EV ARC - 4.3kW solar array, <i>BeamTrak</i> ™, 24kWh (expandable) battery storage, and <i>Beam</i> Charge integrated EV charging system - Configuration 6: Six (6) J1772 couplers (a) 1.4kW maximum output delivered individually or between 0.72kW to 1.4kW when shared amongst 6 or (b) 0.72kW fixed maximum output per coupler.	ARC-EC6	EV ARC w/ six (6) plugs - Enel X Juicebox Pro with optional powersharing	Each	\$ 68,731.32
9	EV ARC HP - High-Power Station - Required for 25kW / 50kW Level-3 DC Fast Charge. Daisy-chain compatibility. 12.5kW max output @ 208V three-phase. One (1) 8.4kW max Evison Charge Level-2 charging system. 40kWh (expandable) battery storage.	HP	High-Powered (40 amp) EV ARC	Each	\$ 103,611.48
10	EV ARC HP25 - 25kW DC fast charger. Base package includes an expandable two (2) standard EV ARC HP stations daisy-chain connected. Includes cabling and cable protection.	HP25	25kW DCFC Fast Charger	Each	\$ 221,870.04
11	EV ARC HP50 - 50kW DC fast charger. Base package includes a modular and expandable four (4) standard EV ARC HP stations and one (1) 50kW DCFC ballast plate daisy-chain interconnected. Includes cabling and cable protection.	HP50	50kW DCFC Fast Charger	Each	\$ 456,529.08
ACCESSORIES					
Contract Line Item # (CLIN)	Item Description	Manufacturer Model No.	Manufacturer's Item Description	Unit of Measure	Contract Unit Price
12	ARC Mobility Trailer - Hydraulic lift trailer system for gooseneck bed mounted ball hitch. (recommended for highway transportation)	AMT	Hydraulic lift trailer. 4-6 min. installation	Each	\$ 24,534.30
13	Additional Battery Pack. Increases energy storage in 8 kWh increments	ABP	Increases supplemental storage capacity	Each	\$ 4,910.78
14	Emergency Power Panel (6kW) with: 208V or 240V connection (not GFCI protected) including 1x NEMA L14-30 (twist lock), and 120V connections (GFCI protected) including 2x Duplex NEMA 5-20 + 2x NEMA L5-20 (twist lock)	EPI/R	Resiliency /Disaster Preparedness emergency power	Each	\$ 1,925.70
15	Bumper Stops	BSTP	Bollards	Each	\$ 357.70

16	Transformer ARC™ Upgrade	XFMR	Stows EV ARC™ XFMR for easier transport	Each	\$ 1,862.00
17	Transformer ARC™ Stow Kit - Includes double action hydraulic cylinder, upper connector assembly, lower connector assembly, stabilizing bars, stabilizing connectors	XXKIT	XFMR Stow Kit	Each	\$ 2,492.14
ITEM NETWORK SERVICES					
Contract Line Item # (CLIN)	Item Description	Manufacturer Model No.	Manufacturer's Item Description	Unit of Measure	Contract Unit Price
18	Remote Monitoring and Management System (RMMS)- EV ARC Services. Each EV ARC™ unit is equipped with Wireless communications & 24/7 State-of-Health monitoring. Each EV ARC™ unit is equipped with a wireless 4G LTE CDMA/EVDO router on the cellular network. The inverter is networked and can be accessed remotely over the web. This provides "state of health" monitoring of the battery charging system, providing real-time status of PV, battery charge, and inverter operation. <i>BeamTrak™</i> : Exclusive & Patented Sun-Tracking Technology is a networked system and can be accessed and controlled remotely over the web. Upon purchase, client will be provided with a log in and instructions for how to use the solar tracking controls. This system will allow purchaser to view or manage information about the tracking system remotely, and allow us to see the canopy's position in real time, send commands to the controller, and generates warnings, alerts, and notifications of system operation. Nearly all troubleshooting (if needed) can be done remotely. (Service is included in the unit price for the first twelve [12] months)	RMMS	Access for remote monitoring and management of station. Connected via 4G LTE wireless router.	Each	\$ 360.00
19	Network Services for Chargepoint enabled smart charging equipment (EVSE). First 12 months of service is included in EV ARC purchase price. Annual subscription cost per plug.	CPNet	Chargepoint Network Service	Each	\$ 270.00
ITEM OPERATIONS, MAINTENANCE & REPAIR SERVICES					
Contract Line Item # (CLIN)	Item Description	Manufacturer Model No.	Manufacturer's Item Description	Unit of Measure	Contract Unit Price
20	During Weekend, Holidays, and After Regular Business Hours	Field Service	N/A	Each	\$ 216.00
21	During Regular Business Hours (M-F 8:00AM - 5:00PM)	Field Service	N/A	Each	\$ 144.00
22	Operations & Maintenance: Plan includes PV Panel Cleaning, Grease Slew drives, Check Calibration of <i>BeamTrak</i> , Check Battery Charging Systems, Settings, Performance of Inverter, Overall Condition of Structure and Inspect & Confirm Operation of EV Charger. (Service is included for the first twelve months)	O&M Service	N/A	Each	\$ 582.75
23	Relocation Transportation Services: Services include relocating unit from original destination to another location. NOTE: An hourly relocation timeline charges begins from <i>Beam Global</i> in San Diego CA to pickup and new destination location.	Relo Service	N/A	Each	\$ 225.00
NON-CORE ITEM CATALOG DISCOUNTS					
Segment ID	Item Description				Non-Core Discount
A	Vendor Catalog Items				2%