

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B6600064

PRINT DATE: 07/17/25

PAGE: 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

### VENDOR ID:

LILYPAD EV LLC  
4591 PACHECO BLVD

MARTINEZ, CA  
(510 )653-9119

94553

### REFER QUESTIONS TO:

MATTHEW SMITH  
(410 )767-3039  
MATTHEW.SMITH2@MARYLAND.GOV

### ITB:

EXPR DATE: 07/20/26  
POST DATE: 07/16/25

DISCOUNT TERMS: .  
CONTRACT AMOUNT:

NET 30 DAY  
.00

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

\*\*\*\*\*

STATEWIDE ICPA CONTRACT (SOURCEWELL)  
FOR

ELECTRIC VEHICLE SUPPLY EQUIPMENT

\*\*\*\*\*

OPTION 1 OF 1, EFFECTIVE 7/20/25 THROUGH 7/20/26, UNDER THE SAME TERMS AND CONDITIONS.

ICPA SOURCEWELL AGREEMENT 042221-CPI BEGINNING JULY 20, 2021 THROUGH JULY 20, 2025 WITH ONE (1) ONE YEAR EXTENSION AVAILABLE AT THE DISCRETION OF SOURCEWELL.

VENDOR CONTACT: KEITH ANDERSON  
VENDOR PHONE: 913-747-6956  
VENDOR EMAIL: KEITH.ANDERSON@LILYPADDEV.COM

### EXHIBITS AND ORDER OF PRECEDENCE:

THE FOLLOWING EXHIBITS ARE INCORPORATED INTO THIS BPO BY REFERENCE:

EXHIBIT A: TERMS AND CONDITIONS

EXHIBIT B: CONTRACT AFFIDAVIT

EXHIBIT C: PARTICIPATING AGREEMENT BETWEEN CHARGEPOINT, INC. AND SOURCEWELL.

EXHIBIT D: MASTER AGREEMENT BETWEEN CHARGEPOINT, INC AND SOURCEWELL.

IN THE EVENT OF ANY CONFLICTS OR INCONSISTENCIES BETWEEN THIS BPO AND

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### TERMS (cont'd):

ITS EXHIBITS, THE BPO SHALL GOVERN. IN THE EVENT OF ANY CONFLICTS OR INCONSISTENCIES BETWEEN THE BPO'S EXHIBITS, THE ABOVE-LISTED ORDER OF PRECEDENCE SHALL DETERMINE THE PREVAILING PROVISION (I.E. EXHIBIT A SHALL TAKE PRECEDENCE OVER EXHIBIT B, EXHIBIT B SHALL TAKE PRECEDENCE OVER EXHIBIT C, AND EXHIBIT C SHALL TAKE PRECEDENCE OVER EXHIBIT D.

#### CONTRACT REQUIREMENTS:

QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE.

#### PRICING:

PRICING PER ATTACHED SOURCEWELL PRICE LISTS. REQUESTS FOR INCREASES MUST BE APPROVED BY SOURCEWELL PRIOR TO BEING CONSIDERED BY THE STATE.

#### DELIVERY AND ACCEPTANCE:

DELIVERY SHALL BE MADE IN ACCORDANCE WITH THE SOLICITATION.

#### SPECIFICATIONS:

THE STATE, IN ITS SOLE DISCRETION, MAY EXTEND THE TIME OF PERFORMANCE FOR EXCUSABLE DELAYS DUE TO UNFORSEEABLE CAUSES BEYOND THE CONTRACTOR'S CONTROL. THE STATE MAY UNILATERALLY ORDER, IN WRITING, THE SUSPENSION, DELAY OR INTERRUPTION OF PERFORMANCE HEREUNDER. THE STATE RESERVES THE RIGHT TO TEST ANY MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES DELIVERED TO DETERMINE IF THE SPECIFICATIONS HAVE BEEN MET. THE MATERIALS LISTED IN THE BID OR PROPOSAL SHALL BE DELIVERED FOB DESTINATION TO THE POINT, OR POINTS, SPECIFIED PRIOR TO OR ON THE DATE SPECIFIED IN THE BID OR PROPOSAL.

ANY MATERIAL THAT IS DEFECTIVE OR FAILS TO MEET THE TERMS OF THE SOLICITATION SPECIFICATIONS SHALL BE REJECTED. REJECTED MATERIAL SHALL BE PROMPTLY REPLACED. IF THE VENDOR REFUSES TO REPLACE THE REJECTED MATERIALS, THE STATE RESERVES THE RIGHT TO PURCHASE REPLACEMENT MATERIALS ON THE OPEN MARKET AND THE VENDOR SHALL BE LIABLE FOR ANY EXCESS PRICE PAID FOR THE REPLACEMENT, PLUS APPLICABLE EXPENSES, IF ANY.

#### PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS:

A. PURSUANT TO THE ANNOTATED CODE OF MARYLAND, STATE FINANCE AND PROCUREMENT ARTICLE, SECTION 4-316, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
  - (I) RECEIVES STATE MONEY: AND
  - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE

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### TERMS (cont'd):

(5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL WHICH:

(I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND

(II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE; OR

(6) A NON-PUBLIC INSTITUTION OF HIGHER LEARNING UNDER SECTION 17-106 OF

(B) A PRIVATE ELEMENTARY, SECONDARY SCHOOL OR A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

(C) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

(D) ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

(E) CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

### ELECTRONIC TRANSACTION FEE:

31; AND (B) WITHIN 5 DAYS AFTER THE END OF THE 6-MONTH PERIOD ENDING JULY 31.

### 9. ANTIBRIBERY:

THE CONTRACTOR WARRANTS THAT NEITHER IT NOR ANY OF ITS OFFICERS, DIRECTORS, OR PARTNERS NOR ANY OF ITS EMPLOYEES WHO ARE DIRECTLY INVOLVED IN OBTAINING OR PERFORMING CONTRACTS WITH ANY PUBLIC BODY HAS BEEN CONVICTED OF BRIBERY, ATTEMPTED BRIBERY, OR CONSPIRACY TO BRIBE, UNDER THE LAWS OF ANY STATE OR OF THE FEDERAL GOVERNMENT OR HAS ENGAGED IN CONDUCT SINCE JULY 1, 1977, WHICH WOULD CONSTITUTE BRIBERY, ATTEMPTED BRIBERY, OR CONSPIRACY TO BRIBE UNDER THE LAWS OF ANY STATE OR THE FEDERAL GOVERNMENT.

### 10. REGISTRATION:

PURSUANT TO §7-201 ET SEQ. OF THE CORPORATIONS AND ASSOCIATIONS ARTICLE OF THE ANNOTATED CODE OF MARYLAND, CORPORATIONS NOT INCORPORATED IN THE STATE SHALL BE REGISTERED WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION, 301 WEST PRESTON ST., BALTIMORE, MARYLAND 21201, BEFORE

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### **TERMS (cont'd):**

DOING ANY INTERSTATE OR FOREIGN BUSINESS IN THIS STATE. BEFORE DOING ANY INTRASTATE BUSINESS IN THIS STATE, A FOREIGN CORPORATION SHALL QUALIFY WITH THE DEPARTMENT OF ASSESSMENTS AND TAXATION. THE WEBSITE FOR TAXATION IS [HTTP://WWW.DAT.STATE.MD.US](http://WWW.DAT.STATE.MD.US), E-MAIL ADDRESS IS [CHARTERHELP@DAT.STATE.MD.US](mailto:CHARTERHELP@DAT.STATE.MD.US), AND PHONE NUMBERS FOR THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION ARE: (410) 767-1340 OR (888) 246-5941.

#### 11. CONTINGENT FEES:

THE CONTRACTOR WARRANTS THAT IT HAS NOT EMPLOYED OR RETAINED ANY PERSON, PARTNERSHIP, OR OTHER ENTITY, OTHER THAN A BONA FIDE EMPLOYEE OR AGENT WORKING FOR THE CONTRACTOR, TO SOLICIT OR SECURE THIS AGREEMENT, AND THAT IT HAS NOT PAID OR AGREED TO PAY ANY PERSON, PARTNERSHIP, CORPORATION, OR OTHER ENTITY, OTHER THAN A BONA FIDE EMPLOYEE OR AGENT, ANY FEE OR ANY OTHER CONSIDERATION CONTINGENT ON THE MAKING OF THIS AGREEMENT.

#### 12. EPA COMPLIANCE:

MATERIALS, SUPPLIES, EQUIPMENT, OR OTHER SERVICES SHALL COMPLY IN ALL RESPECTS WITH THE FEDERAL NOISE CONTROL ACT OF 1972, WHERE APPLICABLE. RESPECTS WITH THE FEDERAL NOISE CONTROL ACT OF 1972, WHERE APPLICABLE.

#### 13. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) :

ALL MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES SUPPLIED AS A RESULT OF THIS CONTRACT SHALL COMPLY WITH THE APPLICABLE U.S. AND MARYLAND OCCUPATIONAL SAFETY AND HEALTH ACT STANDARDS.

#### 14. TERMINATION FOR CONVENIENCE:

UPON WRITTEN NOTICE TO THE CONTRACTOR, THE STATE MAY TERMINATE THIS CONTRACT, IN WHOLE OR IN PART WHENEVER THE STATE SHALL DETERMINE THAT SUCH TERMINATION IS IN THE BEST INTEREST OF THE STATE. THE STATE SHALL PAY ALL REASONABLE COSTS INCURRED UP TO THE DATE OF TERMINATION AND ALL REASONABLE COSTS ASSOCIATED WITH TERMINATION OF THE CONTRACT. HOWEVER, THE CONTRACTOR MAY NOT BE REIMBURSED FOR ANTICIPATORY PROFITS. TERMINATION HEREUNDER, INCLUDING THE DETERMINATION OF THE RIGHTS AND OBLIGATIONS OF THE PARTIES, SHALL BE GOVERNED BY THE PROVISIONS OF COMAR 21.07.01.12A(2).

#### 15. TERMINATION FOR DEFAULT:

WHEN THE CONTRACTOR HAS NOT PERFORMED OR HAS UNSATISFACTORILY PERFORMED THE CONTRACT, PAYMENT SHALL BE WITHHELD AT THE DISCRETION OF THE STATE. FAILURE ON THE PART OF A CONTRACTOR TO FULFILL CONTRACTUAL OBLIGATIONS SHALL BE CONSIDERED JUST CAUSE FOR TERMINATION OF THE CONTRACT AND THE CONTRACTOR IS NOT ENTITLED TO RECOVER ANY COSTS INCURRED BY THE CONTRACTOR UP TO THE DATE OF TERMINATION. TERMINATION HEREUNDER, INCLU

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### **TERMS (cont'd):**

DURING THE DETERMINATION OF THE RIGHTS AND OBLIGATIONS OF THE PARTIES, SHALL BE GOVERNED BY THE PROVISIONS OF COMAR 21.07.01.11B.

16. DISPUTES; NO ELECTRONIC PROTESTS, NOTICES OF CLAIM, OR CLAIMS: THIS CONTRACT SHALL BE SUBJECT TO THE PROVISIONS OF TITLE 15, SUBTITLE 2 OF THE STATE FINANCE AND PROCUREMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND AND COMAR.21.10 (ADMINISTRATIVE AND CIVIL REMEDIES). PENDING RESOLUTION OF A CLAIM, THE CONTRACTOR SHALL PROCEED DILIGENTLY WITH THE PERFORMANCE OF THE CONTRACT IN ACCORDANCE WITH THE PROCUREMENT OFFICER'S DECISION.

17. MULTI-YEAR CONTRACTS: IF FUNDS ARE NOT APPROPRIATED OR OTHERWISE MADE AVAILABLE TO SUPPORT CONTINUATION IN ANY FISCAL YEAR SUCCEEDING THE FIRST FISCAL YEAR, THIS CONTRACT SHALL TERMINATE AUTOMATICALLY AS OF THE BEGINNING OR THE FISCAL YEAR FOR WHICH FUNDS ARE NOT AVAILABLE. THE CONTRACTOR MAY NOT RECOVER ANTICIPATORY PROFITS OR COSTS INCURRED AFTER TERMINATION.

18. INTELLECTUAL PROPERTY: CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS THE STATE, ITS OFFICERS, AGENTS AND EMPLOYEES WITH RESPECT TO ANY CLAIM, ACTION, COST OR JUDGMENT FOR PATENT INFRINGEMENT, OR TRADEMARK OR COPYRIGHT VIOLATION ARISING OUT OF PURCHASE OR USE OF MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES COVERED BY THIS CONTRACT.

19. MARYLAND LAW PREVAILS: THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

20. CONTRACTOR'S INVOICES: CONTRACTOR AGREES TO INCLUDE ON THE FACE OF ALL INVOICES BILLED TO THE STATE, ITS TAXPAYER IDENTIFICATION NUMBER, WHICH IS THE SOCIAL SECURITY NUMBER FOR INDIVIDUALS AND SOLE PROPRIETORS AND FEDERAL EMPLOYER IDENTIFICATION NUMBER FOR ALL OTHER TYPES OF ORGANIZATIONS.

21. PAYMENT OF STATE OBLIGATIONS: PAYMENTS TO THE CONTRACTOR PURSUANT TO THIS CONTRACT SHALL BE MADE NO LATER THAN 30 DAYS AFTER THE STATE'S RECEIPT OF A PROPER INVOICE FROM THE CONTRACTOR. CHARGES FOR LATE PAYMENT OF INVOICES, OTHER THAN AS PRESCRIBED BY TITLE 15, SUBTITLE 1, OF THE STATE FINANCE AND PROCUREMENT ARTICLE, ANNOTATED CODE OF MARYLAND, OR BY THE PUBLIC SERVICE COMMISSION OF MARYLAND WITH RESPECT TO REGULATED PUBLIC UTILITIES, AS APPLICABLE, ARE PROHIBITED.

OFFEROR SHALL REGISTER WITH THE COMPTROLLER OF MARYLAND USING THE

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### TERMS (cont'd):

FORMS REQUIRED BY THE COMPTROLLER. FOR FURTHER INFORMATION GO TO:

[HTTP://COMPNET.COMP.STATE.MD.US/GAD/VENDORINFO/EFT/DEFAULT.ASP](http://COMPNET.COMP.STATE.MD.US/GAD/VENDORINFO/EFT/DEFAULT.ASP)

ANY REQUEST FOR EXEMPTION MUST BE SUBMITTED TO THE STATE COMPTROLLER'S OFFICE FOR APPROVAL AT THE ADDRESS SPECIFIED ON THE COT/GAD X-10 FORM AND MUST INCLUDE THE BUSINESS IDENTIFICATION INFORMATION AS STATED ON THE FORM AND INCLUDE THE REASON FOR THE EXEMPTION.

#### 22. PRE-EXISTING REGULATIONS:

THE REGULATIONS SET FORTH IN TITLE 21 OF THE CODE OF MARYLAND REGULATIONS (COMAR TITLE 21) IN EFFECT ON THE DATE OF EXECUTION OF THIS CONTRACT ARE APPLICABLE TO THIS CONTRACT.

#### 23. INDEMNIFICATION:

THE STATE SHALL NOT ASSUME ANY OBLIGATION TO INDEMNIFY, HOLD HARMLESS, OR PAY ATTORNEYS' FEES THAT MAY ARISE FROM OR IN ANY WAY BE ASSOCIATED WITH THE PERFORMANCE OR OPERATIONS OF THIS AGREEMENT.

#### 24. CONFLICTING TERMS:

ANY PROPOSAL FOR TERMS IN ADDITION TO OR DIFFERENT FROM THOSE SET FORTH IN THIS PURCHASE ORDER OR ANY ATTEMPT BY THE CONTRACTOR TO VARY ANY OF THE TERMS OF THIS OFFER BY CONTRACTOR'S ACCEPTANCE SHALL NOT OPERATE AS A REJECTION OF THIS OFFER, UNLESS SUCH VARIANCE IS IN THE TERMS OF THE DESCRIPTION, QUANTITY, PRICE OR DELIVERY SCHEDULE, BUT SHALL BE DEEMED A MATERIAL ALTERCATION THEREOF, AND THIS OFFER SHALL BE DEEMED ACCEPTABLE BY THE CONTRACTOR WITHOUT THE ADDITIONAL OR DIFFERENT TERMS. IF THIS PURCHASE ORDER IS AN ACCEPTANCE OF A PRIOR OFFER BY THE CONTRACTOR, THE ACCEPTANCE IS EXPRESSLY CONDITIONED UPON CONTRACTOR'S ASSENT TO ANY ADDITIONAL TERMS CONTAINED HEREIN. THE CONTRACTOR UNDERSTANDS AND AGREES THAT THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER MAY NOT BE WAIVED.

#### 25. DRUG AND ALCOHOL FREE WORKPLACE:

THE CONTRACTOR WARRANTS THAT THE CONTRACTOR SHALL COMPLY WITH COMAR 21.11.08 DRUG AND ALCOHOL FREE WORKPLACE, AND THAT THE CONTRACTOR SHALL REMAIN IN COMPLIANCE THROUGHOUT THE TERM OF THIS PURCHASE ORDER.

CONTRACTOR'S ASSENT TO ANY ADDITIONAL TERMS CONTAINED HEREIN. THE CHANGES: THE PROCUREMENT OFFICER UNILATERALLY MAY, AT ANY TIME, WITHOUT NOTICE TO THE SURETIES, IF ANY, BY WRITTEN ORDER DESIGNATED OR INDICATED TO BE AN ORDER, MAKE ANY CHANGE IN THE WORK WITHIN THE GENERAL SCOPE OF THE CONTRACT, INCLUDING BUT NOT LIMITED TO CHANGES: IN THE SPECIFICATIONS (INCLUDING DRAWINGS AND DESIGNS); IN THE METHOD OR MANNER OF PERFORMANCE OF THE WORK;

IN THE STATE-FURNISHED FACILITIES, EQUIPMENT, MATERIALS, SERVICES, OR SITE; OR DIRECTING ACCELERATION IN PERFORMANCE OR DELIVERY.

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### TERMS (cont'd):

ANY OTHER WRITTEN ORDER OR AN ORAL ORDER, INCLUDING A DIRECTION, INSTRUCTION, INTERPRETATION, OR DETERMINATION FROM THE PROCUREMENT OFFICER THAT CAUSES OR CONSTITUTES ANY SUCH CHANGE SHALL BE TREATED AS A CHANGE ORDER UNDER THIS CLAUSE PROVIDED THAT THE CONTRACTOR GIVES THE PROCUREMENT OFFICER WRITTEN NOTICE STATING THE DATE, CIRCUMSTANCES, AND SOURCE OF THE ORDER AND THAT THE CONTRACTOR REGARDS THE ORDER AS A CHANGE ORDER.

EXCEPT AS HEREIN PROVIDED, NO ORDER, STATEMENT, OR CONDUCT OF THE PROCUREMENT OFFICER SHALL BE TREATED AS A CHANGE UNDER THIS CLAUSE OR ENTITLE THE CONTRACTOR TO AN EQUITABLE ADJUSTMENT HEREUNDER.

SUBJECT TO PARAGRAPH (6) OF THIS SUBSECTION, IF ANY CHANGE UNDER THIS CLAUSE CAUSES AN INCREASE OR DECREASE IN THE CONTRACTOR'S COST OF, OR THE TIME REQUIRED FOR, THE PERFORMANCE OF ANY PART OF THE WORK UNDER THE CONTRACT, WHETHER OR NOT CHANGED BY AN ORDER, AN EQUITABLE ADJUSTMENT SHALL BE MADE AND THE CONTRACT MODIFIED IN WRITING ACCORDINGLY; PROVIDED, HOWEVER, THAT EXCEPT FOR CLAIMS BASED ON DEFECTIVE SPECIFICATIONS, NO CLAIM FOR ANY ORDER UNDER (2) ABOVE SHALL BE ALLOWED FOR ANY COSTS INCURRED MORE THAN TWENTY (20) DAYS BEFORE THE CONTRACTOR GIVES WRITTEN NOTICE AS THEREIN REQUIRED; AND PROVIDED FURTHER, THAT IN THE CASE OF DEFECTIVE SPECIFICATIONS FOR WHICH THE STATE IS RESPONSIBLE, THE EQUITABLE ADJUSTMENT SHALL INCLUDE ANY INCREASED COST REASONABLY INCURRED BY THE CONTRACTOR IN ATTEMPTING TO COMPLY WITH SUCH DEFECTIVE SPECIFICATIONS.

IF THE CONTRACTOR INTENDS TO ASSERT A CLAIM FOR AN EQUITABLE ADJUSTMENT UNDER THIS SECTION, HE SHALL DO SO IN ACCORDANCE WITH AND SUBJECT TO THE DISPUTES PROCEDURES OF THE CONTRACT.

EACH CONTRACT MODIFICATION OR CHANGE ORDER THAT AFFECTS CONTRACT PRICE SHALL BE SUBJECT TO THE PRIOR WRITTEN APPROVAL OF THE PROCUREMENT OFFICER AND OTHER APPROPRIATE AUTHORITIES AND TO PRIOR CERTIFICATION OF THE APPROPRIATE FISCAL AUTHORITY OF FUND AVAILABILITY AND THE EFFECT OF THE MODIFICATION OR CHANGE ORDER ON THE CONTRACT BUDGET OR TOTAL COST. IF, ACCORDING TO THE CERTIFICATION OF THE FISCAL AUTHORITY THE CONTRACT MODIFICATION OR CHANGE ORDER WILL CAUSE AN INCREASE IN COST THAT WILL EXCEED BUDGETED AND AVAILABLE FUNDS, THE MODIFICATION OR CHANGE ORDER MAY NOT BE MADE UNLESS SUFFICIENT ADDITIONAL FUNDS ARE MADE AVAILABLE OR THE SCOPE OF THE CONTRACT IS ADJUSTED TO PERMIT ITS COMPLETION WITHIN THE PROJECT BUDGET.

NO CLAIM BY THE CONTRACTOR FOR AN EQUITABLE ADJUSTMENT HEREUNDER SHALL BE ALLOWED IF ASSERTED AFTER FINAL PAYMENT IS MADE UNDER THIS CONTRACT.

AS USED IN THIS SECTION, "WORK" MEANS ANY AND ALL COMMODITIES, GOODS, MATERIALS, LABOR, SERVICES, MANNER OR TIME OF DELIVERY OR PERFORMANCE, OR OTHER ELEMENTS OF PERFORMANCE REQUIRED TO BE FURNISHED OR SUPPLIED BY THE CONTRACTOR UNDER THIS CONTRACT.

MISCELLANEOUS: IN THE EVENT OF A DISPUTE BETWEEN THE DEPARTMENT AND

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### TERMS (cont'd):

THE CONTRACTOR AS TO WHETHER ANY WORK IS INCLUDED IN THE SCOPE OF THE CONTRACT SUCH THAT THE CONTRACTOR WOULD BE OBLIGATED TO PROVIDE THAT WORK AT NO ADDITIONAL COST TO THE STATE, THE PROCUREMENT OFFICER MAY ORDER THE CONTRACTOR UNDER THIS SECTION TO PERFORM THE WORK (A "WORK ORDER"). IF THE CONTRACTOR CONSIDERS SUCH AN ORDER TO BE A CHANGE IN THE SCOPE OF THE CONTRACT ENTITLING THE CONTRACTOR TO THE ADDITIONAL COMPENSATION, A TIME EXTENSION, OR OTHER RELIEF, THE THAT CONTRACTOR MUST PROVIDE THE NOTICE REQUIRED BY THIS SECTION AND MAY INITIATE A CLAIM THEREFORE IN ACCORDANCE WITH CONTRACT REQUIREMENTS. AN ORDER OF THE PROCUREMENT OFFICER, BY VIRTUE OF BEING CALLED OR REFERRED TO AS A "CHANGE ORDER," DOES NOT NECESSARILY CONSTITUTE A CHANGE IN THE SCOPE OF THE CONTRACT OR IN THE WORK REQUIRED UNDER THE CONTRACT. THE CONTRACTOR SHALL

NOT BE ENTITLED TO ADDITIONAL COMPENSATION, A TIME EXTENSION, OR OTHER RELIEF FOR COMPLYING WITH AN ORDER OF THE PROCUREMENT OFFICER IF THE CONTRACT OTHERWISE REQUIRES THE CONTRACTOR TO PERFORM AS STATED IN TH ORDER.

UPON RECEIPT OF A SIGNED WRITTEN ORDER OF THE PROCUREMENT OFFICER UNDER THIS SECTION, THE CONTRACTOR SHALL COMPLY WITH THE ORDER PROMPTLY, WITHIN THE REQUIREMENTS OF THE REQUIRED COMPLETION OR DELIVERY TIME, WHETHER OR NOT THE CONTRACTOR SIGNS OR ACCEPTS THE CHANGE ORDER. FAILURE TO COMPLY WITH THE ORDER IN A TIMELY MANNER SHALL CONSTITUTE A BREACH OF THE CONTRACT AND GROUNDS FOR TERMINATION FOR DEFAULT OR ANY OTHER REMEDY AVAILABLE TO THE STATE.

THE STATE MAY ISSUE A UNILATERAL ORDER ON THE STATE'S TERMS (INCLUDING A PROMISE TO PAY THE CONTRACTOR A "NOT TO EXCEED" ("NTE") AMOUNT) WHICH THE CONTRACTOR MAY THEN DISPUTE IN ACCORDANCE WITH THE DISPUTES PROCEDURES OF THE CONTRACT. PENDING RESOLUTION OF SUCH A DISPUTE, CONTRACTOR MUST PROCEED DILIGENTLY WITH PERFORMANCE OF THE CONTRACT AS ORDERED BY THE PROCUREMENT OFFICER.

THE TERMS "NOT TO EXCEED" AND "NTE" WHEN USED IN A CHANGE ORDER MEAN THAT THE AMOUNT OF THE CHANGE ORDER (WHETHER AN INCREASE OR A DECREASE IN THE CONTRACT AMOUNT) WILL BE A REASONABLE AMOUNT NOT TO EXCEED THE AMOUNT STATED.

#### 27. RETENTION OF RECORDS:

THE CONTRACTOR SHALL RETAIN AND MAINTAIN ALL RECORDS AND DOCUMENTS RELATING TO THIS CONTRACT FOR THREE YEARS AFTER FINAL PAYMENT BY THE STATE HEREUNDER OR ANY APPLICABLE STATUTE OF LIMITATIONS, WHICHEVER IS LONGER, AND SHALL MAKE THEM AVAILABLE FOR INSPECTION AND AUDIT BY AUTHORIZED REPRESENTATIVES OF THE STATE, INCLUDING THE PROCUREMENT OFFICER OR DESIGNEE, AT ALL REASONABLE TIMES.

#### 28. COMPLIANCE WITH LAWS:

THE CONTRACTOR HEREBY REPRESENTS AND WARRANTS THAT:

A.

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IT IS QUALIFIED TO DO BUSINESS IN THE STATE OF MARYLAND AND THAT IT WILL TAKE SUCH ACTION AS, FROM TIME TO TIME HEREAFTER, MAY BE NECESSARY TO REMAIN SO QUALIFIED;

B.

IT IS NOT IN ARREARS WITH RESPECT TO THE PAYMENT OF ANY MONIES DUE AND OWING THE STATE OF MARYLAND, OR ANY DEPARTMENT OR UNIT THEREOF, INCLUDING BUT NOT LIMITED TO THE PAYMENT OF TAXES AND EMPLOYEE BENEFITS, AND THAT IT SHALL NOT BECOME SO IN ARREARS DURING THE TERM OF THIS CONTRACT;

AND:

INCLUDING BUT NOT LIMITED TO THE PAYMENT OF TAXES AND EMPLOYEE BENEFITS, AND THAT IT SHALL NOT BECOME SO IN ARREARS DURING THE TERM OF THIS CONTRACT;

#### 29. COST AND PRICE CERTIFICATION:

THE CONTRACTOR BY SUBMITTING COST OR PRICE INFORMATION CERTIFIES THAT, TO THE BEST OF ITS KNOWLEDGE, THE INFORMATION SUBMITTED IS ACCURATE, COMPLETE, AND CURRENT AS OF A MUTUALLY DETERMINED SPECIFIED DATE PRIOR TO THE CONCLUSION OF ANY PRICE DISCUSSIONS OR NEGOTIATIONS FOR:

A.

A NEGOTIATED CONTRACT, IF THE TOTAL CONTRACT PRICE IS EXPECTED TO EXCEED \$100,000, OR SMALLER AMOUNT SET BY THE PROCUREMENT OFFICER; OR

B.

A CHANGE ORDER OR CONTRACT MODIFICATION, EXPECTED TO EXCEED \$100,000, OR SMALLER AMOUNT SET BY THE PROCUREMENT OFFICER.

THE PRICE UNDER THIS CONTRACT AND ANY CHANGE ORDER OR MODIFICATION HEREUNDER, INCLUDING PROFIT OR FEE, SHALL BE ADJUSTED TO EXCLUDE ANY SIGNIFICANT PRICE INCREASES OCCURRING BECAUSE THE CONTRACTOR FURNISHED COST OR PRICE INFORMATION WHICH, AS OF THE DATE AGREED UPON BETWEEN THE PARTIES, WAS INACCURATE, INCOMPLETE, OR NOT CURRENT.

#### 30. BID / PROPOSAL AFFIDAVIT:

EACH BIDDER OR OFFEROR SHALL EXECUTE AND ATTACH TO THE BID OR PROPOSAL THE AFFIDAVIT INCLUDED WITH THIS SOLICITATION.

#### 31. CONTRACT AFFIDAVIT:

THE SUCCESSFUL BIDDER OR OFFEROR SHALL EXECUTE AND DELIVER TO THE PROCUREMENT OFFICER PRIOR TO THE AWARD OF THE CONTRACT THE CONTRACT AFFIDAVIT INCLUDED WITH THIS SOLICITATION. (THE AFFIDAVIT ALSO CAN BE FOUND AT COMAR 21.07.01.25.

#### 32. PUBLIC INFORMATION ACT NOTICE:

OFFERORS SHOULD GIVE SPECIFIC ATTENTION TO THE IDENTIFICATION OF THOSE PORTIONS OF THEIR PROPOSALS THAT THEY DEEM TO BE CONFIDENTIAL, PROPRIETARY INFORMATION OR TRADE SECRETS AND PROVIDE ANY JUSTIFICATION WHY SUCH MATERIALS, UPON REQUEST, SHOULD NOT BE DISCLOSED BY THE STATE UNDER

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R THE ACCESS TO PUBLIC RECORDS ACT, STATE GOVERNMENT ARTICLE, TITLE 10  
, SUBTITLE 6, ANNOTATED CODE OF MARYLAND.

33. MINORITY BUSINESS ENTERPRISE NOTICE:  
MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICI  
TATION.

34. ARREARAGES:  
BY SUBMITTING A RESPONSE TO THIS SOLICITATION, A VENDOR SHALL BE DEEME  
D TO REPRESENT THAT IT IS NOT IN ARREARS IN THE PAYMENT OF ANY OBLIGAT  
ION DUE AND OWING THE STATE OF MARYLAND, INCLUDING THE PAYMENT OF  
TAXES AND EMPLOYEE BENEFITS, AND THAT IT SHALL NOT BECOME SO IN  
ARREARS DURING THE TERM OF THE CONTRACT IF SELECTED FOR CONTRACT  
AWARD.

35. MULTIPLE OR ALTERNATE BIDS:  
UNLESS MULTIPLE OR ALTERNATE BIDS ARE REQUESTED IN THE SOLICITATION, M  
ULTIPLE OR ALTERNATE BIDS MAY NOT BE  
ACCEPTED. IF THE SOLICITATION DOES NOT REQUEST MULTIPLE OR ALTERNATE  
BIDS, IF RECEIVED THEY WILL BE TREATED IN ACCORDANCE WITH COMAR  
21.05.02.21.

36. BPO AS CONTRACT:  
THIS PROVISION APPLIES TO ALL PROCUREMENT CONTRACTS PROCURED BY THE DE  
PARTMENT OF GENERAL SERVICES EXCEPT CONTRACTS FOR THE PROCUREMENT OF A  
RCHITECTURAL AND ENGINEERING SERVICES FOR A PRICE OF GREATER THAN \$200  
,000.

AS USED IN THIS PROVISION, A BID REFERS TO A BID SUBMITTED UNDER COMPE  
TITIVE SEALED BIDDING AND TO AN OFFER SUBMITTED UNDER COMPETITIVE SEAL  
ED PROPOSALS.

AS USED IN THIS PROVISION, A BIDDER REFERS TO A BIDDER UNDER COMPETITI  
VE SEALED BIDDING AND TO AN OFFEROR UNDER COMPETITIVE SEALED PROPOSALS

AS USED IN THIS PROVISION, A SOLICITATION MEANS AN INVITATION TO BID,  
A REQUEST FOR PROPOSALS, OR ANY OTHER DOCUMENT REQUESTING BIDS OR PROP  
OSALS FOR PROCUREMENT BY THE DEPARTMENT.

THE BIDDER'S EXECUTION AND SUBMISSION OF A RESPONSIVE BID CONSTITUTES  
A PROMISE BY THE BIDDER TO PERFORM THE CONTRACT SOLICITED BY THE  
DEPARTMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS STATED IN THE  
SOLICITATION. THE BID SHALL BE IRREVOCABLE FOR THE PERIOD STATED IN  
THE SOLICITATION OR FOR SUCH LONGER PERIOD AS THE BIDDER AND THE  
DEPARTMENT MAY AGREE.

UPON ACCEPTANCE OF A BID, THE PROCUREMENT OFFICER MAY ISSUE A BLANKET  
PURCHASE ORDER (BPO), IN A FORM TO BE DETERMINED BY THE DEPARTMENT, TO  
THE BIDDER ACCEPTING THE BID AND BINDING THE BIDDER TO A CONTRACT. THE  
EXECUTION AND ISSUANCE OF A BPO BY THE PROCUREMENT OFFICER, SUBJECT TO

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# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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### TERMS (cont'd):

ALL NECESSARY APPROVALS, SHALL CONSTITUTE ACCEPTANCE OF THE BID AND FINAL AWARD OF THE CONTRACT. THE CONTRACT OF THE PARTIES WILL BE EMBODIED IN THE CONTRACT DOCUMENTS, WHICH SHALL CONSIST OF THE EXECUTED BPO OF THE PROCUREMENT OFFICER, INCLUDING ALL DOCUMENTS, TERMS, AND CONDITIONS INCORPORATED INTO THOSE DOCUMENTS BY THE TERMS OF THE SOLICITATION, THE BPO, THE BID, OR BY OPERATION OF LAW, AND THE EXECUTED BID OF THE BIDDER. IF THE PROCUREMENT OFFICER ISSUES A BPO, AT THE OPTION OF THE PROCUREMENT OFFICER IT WILL NOT BE NECESSARY FOR THE BIDDER TO EXECUTE THE BPO OR ANY OTHER FORM OF CONTRACT OR AGREEMENT. THE PROCUREMENT OFFICER MAY REQUIRE THAT THE PARTIES BOTH EXECUTE A SINGLE DOCUMENT AS THE EMBODIMENT OF THE CONTRACT BETWEEN THE PARTIES.

IN THE EVENT OF A CONFLICT BETWEEN PROVISIONS OF THE CONTRACT DOCUMENTS, THE CONTROLLING PROVISIONS SHALL BE, IN THE FOLLOWING ORDER, THOSE OF:

THE BPO; THEN

THE SOLICITATION; AND THEN THE BID.

#### 37. RETURNED GOODS:

CONTRACTOR(S) SHALL BE ENTITLED TO RECOVER REASONABLE COMPENSATION FOR ANY AND ALL GOODS SHIPPED IN ACCORDANCE WITH AUTHORIZED AGENCY ORDERS, MEETING ALL CONTRACT REQUIREMENTS, AND RETURNED BY THE AGENCY FOR REASONS OTHER THAN THE CONTRACTOR'S FAILURE TO MEET CONTRACT REQUIREMENTS. COMPENSATION SHALL BE LIMITED TO ACTUAL UNREIMBURSED COSTS INCURRED BY THE CONTRACTOR INCLUDING, BUT NOT LIMITED TO, RESTOCKING CHARGES, SHIPPING CHARGES, PLUS REASONABLE PROFIT. CONTRACTOR MUST PROVIDE WRITTEN PROOF OF CLAIMED

COMPENSATION. A RETURN OF GOODS COVERED BY THIS SECTION SHALL BE DEEMED A PARTIAL TERMINATION FOR CONVENIENCE AS TO THE RETURNED GOODS, AND OTHER CONTRACT PROVISIONS AND PRINCIPLES APPLICABLE TO A PARTIAL TERMINATION FOR CONVENIENCE SHALL APPLY.

#### 38. PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS:

THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

(1) A COUNTY OR BALTIMORE CITY;

(2) A MUNICIPAL CORPORATION;

(3) A GOVERNMENTAL AGENCY IN THE STATE;

(4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:

(I) RECEIVES STATE MONEY; AND

(5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

(I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND

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## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

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### TERMS (cont'd):

(II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE; OR

(6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

(B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

(C) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

(D)

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

### 39. CONTRACT ADMINISTRATION FEE:

A.

CONTRACTOR SHALL PAY A CONTRACT ADMINISTRATION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE CONTRACT ADMINISTRATION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE CONTRACT ADMINISTRATION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

B.

THE CONTRACT ADMINISTRATION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT

SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO: DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

C.

FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD

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### TERMS (cont'd):

D AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

D.

PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) CONTRACT ADMINISTRATION FEE.

#### 40. EMM CATALOG:

THE CONTRACT AWARDEE IS REQUIRED TO REGISTER AS A VENDOR IN THE EMARYL AND MARKETPLACE ECATALOG DIRECTORY (ONLINE SHOPPING ENVIRONMENT). IT OFFERS A VIRTUAL SHOP FRONT FOR YOUR GOODS AND SERVICES TO BE PURCHASED WITH EASE ACROSS THE STATE THROUGH THE SYSTEM. PLEASE CONTACT CATHY MARZOLA AT (410) 767-1492 OR CATHY.MARZOLA@MARYLAND.GOV REGARDING INFORMATION AND INSTRUCTIONS ON JOINING THE EMM ECATALOG. YOU MUST COORDINATE THE UPLOAD OF YOUR PRODUCT CATALOG TO ENSURE MAXIMUM USE OF YOUR PRODUCTS AND SERVICES PER CONTRACT TERMS.

CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

THE STATE'S USE OF THE SOFTWARE RELATED TO THE ELECTRIC VEHICLE SUPPLY EQUIPMENT PURCHASED UNDER THIS AGREEMENT IS SUBJECT TO THE TERMS CONTAINED IN THE MASTER SERVICES AND SUBSCRIPTION AGREEMENT BETWEEN THE STATE AND CHARGEPOINT, INC THAT WAS EXECUTED OCTOBER XX, 2022.

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CHARGING STATIONS, ELECTRIC VEHICLE

CHARGING STATIONS, ELECTRIC VEHICLE

END OF ITEM LIST

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AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER AUTHORIZED DESIGNEE