

## STATE OF MARYLAND

**BPO NO:** 001B9400149

**PRINT DATE:** 11/27/18

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

LILYPAD EV LLC  
9801 W 100TH TERR

OVERLAND PARK, KS  
(913 ) 269-2453

66212

CALVIN GLADDEN  
(410 ) 767-4281  
CALVIN.GLADDEN@MARYLAND.GOV

**ITB:**

**POST DATE:** 09/18/18

**DISCOUNT TERMS: .**  
**CONTRACT AMOUNT:**

NET 30 DAY	
.00	

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.

SOURCEWELL (FORMERLY NJPA) ICPA # 051017

THE TERM OF THE CONTRACT IS JULY 26, 2018 - JULY 25, 2021

THE LILLYPAD EV CONTACT IS: KEITH ANDERSON,  
KEITH.ANDERSON@LILYPADDEV.COM; 913-747-6956

VENDOR ADDRESS:  
LILYPAD EV  
9801 W. 100TH TERR.,  
OVERLAND PARK, KS 66212

STATE OF MARYLAND TERMS AND CONDITIONS

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# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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### TERMS (cont'd):

#### 1. INCORPORATION BY REFERENCE:

ALL TERMS AND CONDITIONS OF THE SOLICITATION AND AMENDMENTS THERE TO ARE MADE A PART OF THIS CONTRACT.

#### 2. TAX EXEMPTION:

THE STATE IS GENERALLY EXEMPT FROM FEDERAL EXCISE TAXES, MARYLAND SALES AND USE TAXES, DISTRICT OF COLUMBIA SALES TAXES AND TRANSPORTATION TAXES. EXEMPTION CERTIFICATES SHALL BE COMPLETED UPON REQUEST. WHERE A CONTRACTOR IS REQUIRED TO FURNISH AND INSTALL MATERIAL IN THE CONSTRUCTION OR IMPROVEMENT OF REAL PROPERTY IN PERFORMANCE OF A CONTRACT, THE CONTRACTOR SHALL PAY THE MARYLAND SALES TAX AND THE EXEMPTION DOES NOT APPLY.

#### 3. SPECIFICATIONS:

ALL MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES SHALL CONFORM TO FEDERAL AND STATE LAWS AND REGULATIONS AND TO THE SPECIFICATIONS CONTAINED IN THIS SOLICITATION.

#### 4. 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 UNFORESEEABLE CAUSES BEYOND THE CONTRACTOR'S CONTROL. THE STATE UNILATERALLY MAY 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 THE POINT OF PROPOSAL. ANY MATERIAL THAT IS DEFECTIVE OR FAILS TO MEET THE TERMS OF THE SOLICITATION SPECIFICATIONS SHALL BE REJECTED. REJECTED MATERIALS SHALL BE PROMPTLY REPLACED. THE STATE RESERVES THE RIGHT TO PURCHASE REPLACEMENT MATERIALS IN THE OPEN MARKET. CONTRACTORS FAILING TO PROMPTLY REPLACE MATERIALS LAWFULLY REJECTED SHALL BE LIABLE FOR ANY EXCESS PRICE PAID FOR THE REPLACEMENT, PLUS APPLICABLE EXPENSES, IF ANY.

#### 5. NON-HIRING OF EMPLOYEES:

NO OFFICIAL OR EMPLOYEE OF THE STATE, AS DEFINED UNDER STATE GOVERNMENT ARTICLE, 15-102, ANNOTATED CODE OF MARYLAND, WHOSE DUTIES AS SUCH OFFICIAL OR EMPLOYEE INCLUDE MATTERS RELATING TO OR AFFECTING THE SUBJECT MATTER OF THIS CONTRACT SHALL, DURING THE PENDANCY OR TERM OF THIS CONTRACT AND WHILE SERVING AS AN OFFICIAL OR EMPLOYEE OF THE STATE, BECOME OR BE AN EMPLOYEE OF THE CONTRACTOR OR ANY ENTITY THAT IS A SUBCONTRACTOR ON THIS CONTRACT.

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### TERMS (cont'd):

#### 6. NON-DISCRIMINATION IN EMPLOYMENT:

THE CONTRACTOR AGREES NOT TO DISCRIMINATE IN ANY MANNER AGAINST AN ON, EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, CREED, AGE, SEX, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, OR PHYSICAL OR MENTAL HANDICAP UNRELATED IN NATURE AND EXTENT SO AS REASONABLY TO PRECLUDE THE PERFORMANCE OF SUCH EMPLOYMENT AND TO POST AND TO CAUSE SUBCONTRACTORS TO POST CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE SUBSTANCE OF THIS CLAUSE.

#### 7. FINANCIAL DISCLOSURE:

THE CONTRACTOR SHALL COMPLY WITH STATE FINANCE AND PROCUREMENT ARTICLE 13-221, ANNOTATED CODE OF MARYLAND, WHICH REQUIRES THAT EVERY BUSINESS THAT ENTERS INTO CONTRACTS, LEASES OR OTHER AGREEMENTS WITH THE STATE AND RECEIVES IN THE AGGREGATE \$100,000 OR MORE, DURING A CALENDAR YEAR SHALL, WITHIN 30 DAYS OF THE TIME WHEN THE \$100,000 REACHED, FILE WITH THE SECRETARY OF STATE CERTAIN SPECIFIED INFORMATION TO INCLUDE DISCLOSURE OF BENEFICIAL OWNERSHIP OF THE BUSINESS.

#### 8. POLITICAL CONTRIBUTION DISCLOSURE:

THE CONTRACTOR SHALL COMPLY WITH SECTIONS 14-101 THROUGH 14-108 OF THE ELECTION LAW ARTICLE OF THE ANNOTATED CODE OF MARYLAND, WHICH REQUIRE THAT EVERY PERSON THAT ENTERS INTO, DURING ANY 12 MONTH PERIOD, ONE OR MORE CONTRACTS, OR OTHER AGREEMENTS WITH THE STATE, A COUNTY, OR AN INCORPORATED MUNICIPALITY, OR THEIR AGENCIES, INVOLVING A CUMULATIVE CONSIDERATION OF AT LEAST \$100,000 OR MORE, SHALL FILE WITH THE STATE ADMINISTRATIVE BOARD OF ELECTION LAWS A STATEMENT DISCLOSING CONTRIBUTIONS TO A CANDIDATE, OR A SERIES OF SUCH CONTRIBUTIONS, IN A CUMULATIVE AMOUNT IN EXCESS OF \$500 MADE DURING THE REPORTING PERIOD TO A CANDIDATE FOR ELECTIVE OFFICE IN ANY PRIMARY OR GENERAL ELECTION. THE STATEMENT SHALL BE FILED WITH THE STATE ADMINISTRATIVE BOARD OF ELECTION LAWS: (1) BEFORE A SALE, PURCHASE OR EXECUTION OF A CONTRACT BY THE STATE, A COUNTY, AN INCORPORATED MUNICIPALITY, OR THEIR AGENCIES, AND SHALL COVER THE PRECEDING 24 MONTHS; AND (2) IF THE CONTRIBUTION IS MADE AFTER SALE, PURCHASE OR THE EXECUTION OF A CONTRACT, THEN TWICE A YEAR, THROUGHOUT THE CONTRACT TERM:

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

#### 9. ANTIBRIBERY:

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### TERMS (cont'd):

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 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 P

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AY 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, INCLUDING 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:

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### TERMS (cont'd):

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.

ELECTRONIC FUNDS TRANSFER: THIS PROVISION ON ELECTRONIC FUNDS TRANSFER APPLIES TO CONTRACTS OF OVER \$200,000 FOR WHICH PAYMENTS ARE MADE THROUGH THE STATE COMPTROLLER. ELECTRONIC FUNDS TRANSFER WILL BE USED BY THE STATE TO PAY CONTRACTOR FOR THIS CONTRACT AND ANY OTHER STATE PAYMENTS DUE CONTRACTOR UNLESS THE STATE COMPTROLLER'S OFFICE GRANTS CONTRACTOR AN EXEMPTION. BY SUBMITTING A RESPONSE TO THIS SOLICITATION, THE BIDDER OR OFFEROR AGREES TO ACCEPT PAYMENTS BY ELECTRONIC FUNDS TRANSFER UNLESS THE STATE COMPTROLLER'S OFFICE GRANTS AN EXEMPTION. AFTER AWARD OF A CONTRACT, THE SELECTED BIDDER OR OFFEROR SHALL REGISTER WITH THE COMPTROLLER OF MARYLAND USING THE 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

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### TERMS (cont'd):

F 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.

#### 26. CHANGES; WORK ORDERS:

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. 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

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### TERMS (cont'd):

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 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 THE ORDER.

UPON RECEIPT OF A SIGNED WRITTEN ORDER OF THE PROCUREMENT OFFICER UNDER THIS SECTION, THE CONTRACTOR SHALL COMPLY WITH THE ORDER

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### TERMS (cont'd):

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.

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;

C. IT SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES APPLICABLE TO ITS ACTIVITIES AND OBLIGATIONS UNDER THIS CONTRACT; AND CONTRACT; AND

D. IT SHALL OBTAIN, AT ITS EXPENSE, ALL LICENSES, PERMITS, INSURANCE, AND GOVERNMENTAL APPROVALS, IF ANY, NECESSARY TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT.

#### 29. COST AND PRICE CERTIFICATION:

THE CONTRACTOR BY SUBMITTING COST OR PRICE INFORMATION CERTIFIES THAT,

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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 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 SOLICITATION.

#### 34. ARREARAGES:

BY SUBMITTING A RESPONSE TO THIS SOLICITATION, A VENDOR SHALL BE DEEMED TO REPRESENT THAT IT IS NOT IN ARREARS IN THE PAYMENT OF ANY OBLIGATION 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.

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TERMS (cont'd):

### 35. MULTIPLE OR ALTERNATE BIDS:

UNLESS MULTIPLE OR ALTERNATE BIDS ARE REQUESTED IN THE SOLICITATION, MULTIPLE 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 DEPARTMENT OF GENERAL SERVICES EXCEPT CONTRACTS FOR THE PROCUREMENT OF ARCHITECTURAL AND ENGINEERING SERVICES FOR A PRICE OF GREATER THAN \$200,000.

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

AS USED IN THIS PROVISION, A BIDDER REFERS TO A BIDDER UNDER COMPETITIVE 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 PROPOSALS 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 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 DOCUMENT

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# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

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### TERMS (cont'd):

S, 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 REQUIREMENT S. 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

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

(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

(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

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## STATE OF MARYLAND

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### TERMS (cont'd):

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 AWAWU SALAKO AT AWAWU.SALAKO@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 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 PURCHASE

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D 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.

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CHARGING STATIONS, ELECTRIC VEHICLE

END OF ITEM LIST

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

BUYER AUTHORIZED DESIGNEE





LilyPad EV  
Product Price List  
Sourcewell RFP #051017  
11/12/2018

LilyPad EV Site Preparation and Installation Services				
SKU	Product Description	List Price	Sourcewell Disc	Sourcewell Cost
	LPEV-SitePrepInstall	LilyPad EV's electrical subcontractor will bring power to site of charging station(s) and prepare mounting base(s). Based on input from the electrical subcontractor (informed by the site survey), LilyPad EV will provide a site prep scope and price quote to the customer. Each location is different, so a cost cannot be provided until the site survey has been completed. EV Parking Signs and EV Parking Lot painting can be included in the scope if the customer wishes.	Cost + 20%	5% Cost + 15%
<b>ChargePoint Commercial/Mixed Use Level 2 Charging Stations (and applicable network plans and extended warranty options)</b>				
These are the general purpose Level 2 stations. They are generally used in public/shared use locations and can also be used by fleet vehicles.				
CT4000 Stations				
SKU	Product Description	List Price	Sourcewell Disc	Sourcewell Cost
CT4011	Single Output, Bollard Unit - 208/240V @30A with Cord Management	\$4,495	21%	\$3,551
CT4011-GW1	Single Output Gateway Option USA, Bollard Unit - 208/240V @30A with Cord Management	\$5,010	21%	\$3,958
CT4011-GW2	Single Output Gateway Option CANADA, Bollard Unit - 208/240V @30A with Cord Management	\$5,010	21%	\$3,958
CT4013	Single Output, Wall Mount Unit - 208/240V @30A with Cord Management	\$3,990	21%	\$3,152
CT4013-GW1	Single Output Gateway Option USA, Wall Mount Unit - 208/240V @30A with Cord Management	\$4,505	21%	\$3,559
CT4013-GW2	Single Output Gateway Option CANADA, Wall Mount Unit - 208/240V @30A with Cord Management	\$4,505	21%	\$3,559
CT4021	Dual Output, Bollard Unit - 208/240V @30A with Cord Management	\$6,695	21%	\$5,289
CT4021-GW1	Dual Output Gateway Option USA, Bollard Unit - 208/240V @30A with Cord Management	\$7,210	21%	\$5,696
CT4021-GW2	Dual Output Gateway Option CANADA, Bollard Unit - 208/240V @30A with Cord Management	\$7,210	21%	\$5,696
CT4023	Dual Output, Wall Mount Unit - 208/240V @30A with Cord Management	\$6,190	21%	\$4,890
CT4023-GW1	Dual Output Gateway Option USA, Wall Mount Unit - 208/240V @30A with Cord Management	\$6,705	21%	\$5,297
CT4023-GW2	Dual Output Gateway Option CANADA, Wall Mount Unit - 208/240V @30A with Cord Management	\$6,705	21%	\$5,297
CT4025	Dual Output, Bollard Unit - 208/240V @30A with Cord Management, 23' Cords, 8' CMK	\$7,695	21%	\$6,079
CT4025-GW1	Dual Output Gateway Option USA, Bollard Unit - 208/240V @30A with Cord Management, 23' Cords, 8' CMK	\$8,210	21%	\$6,486
CT4025-GW2	Dual Output Gateway Option CANADA, Bollard Unit - 208/240V @30A with Cord Management, 23' Cords, 8' CMK	\$8,210	21%	\$6,486
CT4027	Dual Output, Wall Mount Unit - 208/240V @30A with Cord Management, 23' Cords, 8' CMK	\$7,190	21%	\$5,680
CT4027-GW1	Dual Output Gateway Option USA, Wall Mount Unit - 208/240V @30A with Cord Management, 23' Cords, 8' CMK	\$7,705	21%	\$6,087
CT4027-GW2	Dual Output Gateway Option CANADA, Wall Mount Unit - 208/240V @30A with Cord Management, 23' Cords, 8' CMK	\$7,705	21%	\$6,087
SKU	Product Description	List	Sourcewell Disc	Sourcewell Cost
CT4001-CCM	Bollard Concrete Mounting Kit: Bolts: 5/8 - 11 x 9, F1554 Grade 55 hot-dipped galvanized threaded bolts - 3 ea. Nuts: 5/8 - Heavy Galvanized Hex Nuts (DH Rated) - 12 ea. Washers: Galvanized Washers (ASTM F436) - 9 ea. Plastic Template 1 ea	\$95	10%	\$86
CT4000-PMGMT	CT4000 Power Management Kit: Allows both ports on a dual port station to share a single 40A circuit (Power Share). Also allows a CT4000 to be set up to operate at a lower current (Power Select).	\$50	10%	\$45
This plan includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Fleet Access Control, Valet Dashboard, Power Management (Circuit, Panel, Site Sharing), Scheduled Charging, Driver Access Control, Pricing and Automatic Funds Collection, Waitlist, Videos (on supported hardware). The price below is per port.				
Commercial Cloud Service Plan				



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SKU	Product Description	List Price	Sourcewell Disc	Sourcewell Cost
CPCLD-COMMERCIAL-1	1yr Prepaid Commercial Cloud Plan.	\$280	0%	\$280
CPCLD-COMMERCIAL-2	2yr Prepaid Commercial Cloud Plan.	\$500	0%	\$500
CPCLD-COMMERCIAL-3	3yr Prepaid Commercial Cloud Plan.	\$705	0%	\$705
CPCLD-COMMERCIAL-4	4yr Prepaid Commercial Cloud Plan.	\$910	0%	\$910
CPCLD-COMMERCIAL-5	5yr Prepaid Commercial Cloud Plan.	\$1,105	0%	\$1,105
Enterprise Cloud Service Plan	This plan includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Fleet Access Control, Valet Dashboard, Time of Use-varying Power Management (Circuit, Panel, Site Sharing), Scheduled Charging, Driver Access Control, Pricing and Automatic Funds Collection, Waitlist, Videos (on supported hardware), Meter Data and Advanced Analytics, Building/Energy Management System API, Plug-n-charge (*), Real-Time DC Dynamic Power Management (*), Occupancy Detection (*), Predictive Maintenance and Diagnostics (*). The price below is per port.			
SKU	Product Description	List Price	Sourcewell Disc	Sourcewell Cost
CPCLD-ENTERPRISE-1	1yr Prepaid Enterprise Cloud Plan.	\$480	0%	\$480
CPCLD-ENTERPRISE-2	2yr Prepaid Enterprise Cloud Plan.	\$857	0%	\$857
CPCLD-ENTERPRISE-3	3yr Prepaid Enterprise Cloud Plan.	\$1,209	0%	\$1,209
CPCLD-ENTERPRISE-4	4yr Prepaid Enterprise Cloud Plan.	\$1,560	0%	\$1,560
CPCLD-ENTERPRISE-5	5yr Prepaid Enterprise Cloud Plan.	\$1,894	0%	\$1,894
CT4000 Assure Plans	Assure is the most comprehensive parts and on-site labor warranty. Parts and On-Site Labor to repair or replace any manufacturing defect and includes station management, remote monitoring of station and proactive repair dispatch. A successful Site Validation is required to activate any ChargePoint Assure product. Site Validations are sold separately. Assure is priced per station.			
SKU	Product Description	List Price	Sourcewell Disc	Sourcewell Cost
CT4000-ASSURE1	1yr Prepaid Assure Plan	\$740	10%	\$666
CT4000-ASSURE2	2yr Prepaid Assure Plan	\$1,410	10%	\$1,269
CT4000-ASSURE3	3yr Prepaid Assure Plan	\$2,064	10%	\$1,858
CT4000-ASSURE4	4yr Prepaid Assure Plan	\$2,460	10%	\$2,214
CT4000-ASSURE5	5yr Prepaid Assure Plan	\$2,495	10%	\$2,246
<b>ChargePoint Fleet and Multifamily Level 2 Stations (and applicable network plans and extended warranty options)</b>				
Fleet Stations	These stations are for dedicated use by fleet vehicles. Fleet cards should be ordered separately for the Fleet Manager.			
SKU	Product Description	List Price	Sourcewell Disc	Sourcewell Cost
CPF25-L18	Single output, Wall Mount, 18 foot cable, 208/240, 32A, L2 Charging Station with access control	\$1,500	21%	\$1,185
CPF25-L23	Single output, Wall Mount, 23 foot cable, 208/240, 32A, L2 Charging Station with access control	\$1,550	21%	\$1,225
CPF25-L18-CMK6	Single output, Wall Mount, 18 foot cable, 6' Cable Management Kit, 208/240, 32A, L2 Charging Station with access control	\$2,630	21%	\$2,078
CPF25-L23-CMK8	Single output, Wall Mount, 23 foot cable, 8' Cable Management Kit, 208/240, 32A, L2 Charging Station with access control	\$3,280	21%	\$2,591
CPF25-L18-PD	Single output, Pedestal Mount with Concrete Mount Kit, 18 foot cable, 208/240, 32A, L2 Charging Station with access control	\$2,100	21%	\$1,659



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CPF25-L23-PD	Single output, Pedestal Mount with Concrete Mount Kit, 23 foot cable, 208/240, 32A, L2 Charging Station with access control	\$2,150	21%	\$1,699
CPF25-L18-CMK6-PD	Single output, Pedestal Mount with Concrete Mount Kit, 18 foot cable, 6' Cable Management Kit, 208/240, 32A, L2 Charging Station with access control	\$3,130	21%	\$2,473
CPF25-L23-CMK8-PD	Single output, Pedestal Mount with Concrete Mount Kit, 23 foot cable, 6' Cable Management Kit, 208/240, 32A, L2 Charging Station with access control	\$3,780	21%	\$2,986
CPF25-L18-PD-DUAL	Dual output, Pedestal Mount with Concrete Mount Kit, 18 foot cable, 208/240, 32A, L2 Charging Station with access control	\$3,675	21%	\$2,903
CPF25-L23-PD-DUAL	Dual output, Pedestal Mount with Concrete Mount Kit, 23 foot cable, 208/240, 32A, L2 Charging Station with access control	\$3,775	21%	\$2,982
CPF25-L18-CMK6-PD-DUAL	Dual output, Pedestal Mount with Concrete Mount Kit, 18 foot cable, 6' Cable Management Kit, 208/240, 32A, L2 Charging Station with access control	\$4,655	21%	\$3,677
CPF25-L23-CMK8-PD-DUAL	Dual output, Pedestal Mount with Concrete Mount Kit, 23 foot cable, 8' Cable Management Kit, 208/240, 32A, L2 Charging Station with access control	\$5,355	21%	\$4,230
<b>SKU</b>	<b>Product Description</b>	<b>List Price</b>	<b>Sourcewell Disc</b>	<b>Sourcewell Cost</b>
CPGW1	The ChargePoint Gateway (USA) provides connectivity for CPF25s to ChargePoint's Cloud via a cell to wifi modem. One gateway can provide connectivity up-to 9 CPF25 ports that are within 150 feet line of sight of the gateway. A gateway must be ordered for a new site, or if the site exceeds more than 9 ports, or if the CPF25 is installed more than 150 feet from the existing gateway.	\$0	0%	\$0
CPGW2	The ChargePoint Gateway (CANADA) provides connectivity for CPF25s to ChargePoint's Cloud via a cell to wifi modem. One gateway can provide connectivity up-to 9 CPF25 ports that are within 150 feet line of sight of the gateway. A gateway must be ordered for a new site, or if the site exceeds more than 9 ports, or if the CPF25 is installed more than 150 feet from the existing gateway.	\$0	0%	\$0
CPF25-PMGMT	CPF25 Power Management Kit. Allows both stations on a dual station to share a single 40A circuit (Power Share). Also allows a CT4000 to be set up to operate at a lower current (Power Select).	\$0	0%	\$0
CT1000-CPCMF-CPFL00K	The ChargePoint Fleet Card Kit includes 10 Fleet Cards for charging fleet vehicles. Fleet managers log into the admin portal to set up the fleet cards and associate each card with a fleet vehicle. The Card Kit enables managers to track and manage all fleet vehicle charging within the admin portal. The Fleet Cards can be used at stations owned by the organization or public ChargePoint stations.	\$65	0%	\$65
<b>SKU</b>	<b>Product Description</b>	<b>List Price</b>	<b>Sourcewell Disc</b>	<b>Sourcewell Cost</b>
<b>Power Cloud Service Plan</b>	<b>Prepaid Power Cloud Plans for Fleets. Includes Secure Network Connection, On-going Station Software updates, Station Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Fleet Access Control, Valet Dashboard, Power Management (Circuit, Panel, Site Sharing), Scheduled Charging. The price below is per port.</b>			
CPCLD-POWER-1	1yr Prepaid Power Cloud Plan.	\$200	0%	\$200
CPCLD-POWER-2	2yr Prepaid Power Cloud Plan.	\$357	0%	\$357
CPCLD-POWER-3	3yr Prepaid Power Cloud Plan.	\$504	0%	\$504
CPCLD-POWER-4	4yr Prepaid Power Cloud Plan.	\$650	0%	\$650
CPCLD-POWER-5	5yr Prepaid Power Cloud Plan.	\$789	0%	\$789
<b>Data Cloud Service Plan</b>	<b>Prepaid Data Cloud Plans for Fleets. Includes Secure Network Connection, On-going Station Software updates, Station Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Valet Dashboard. The price below is per port.</b>			
CPCLD-DATA-1	1 yr Prepaid Data Cloud Plan	\$60	0%	\$60
CPCLD-DATA-2	2 yr Prepaid Data Cloud Plan	\$107	0%	\$107
CPCLD-DATA-3	3 yr Prepaid Data Cloud Plan	\$151	0%	\$151





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CPCLD-DATA-4	4 yr Prepaid Data Cloud Plan	\$195	0%	\$195
CPCLD-DATA-5	5 yr Prepaid Data Cloud Plan	\$237	0%	\$237
<b>Connect Cloud Plan</b>				
Prepaid Connect Cloud Plans for Fleets. Includes Secure Network Connection, On-going Station Software updates, Station Inventory. Price below is per port.				
CPCLD-CONNECT-1	1 yr Prepaid Connect Cloud Plan	\$15	0%	\$15
CPCLD-CONNECT-2	2 yr Prepaid Connect Cloud Plan	\$30	0%	\$30
CPCLD-CONNECT-3	3 yr Prepaid Connect Cloud Plan	\$45	0%	\$45
CPCLD-CONNECT-4	4 yr Prepaid Connect Cloud Plan	\$60	0%	\$60
CPCLD-CONNECT-5	5 yr Prepaid Connect Cloud Plan	\$75	0%	\$75
<b>Multifamily Cloud Service</b>				
This plan is required to activate multifamily stations.				
<b>Token</b>				
<b>SKU</b>				
<b>Product Description</b>				
CPCLD-MFH	Multifamily Home Service Plan.	List Price	Sourcwell Disc	Sourcwell Cost
		\$0	0%	\$0
<b>CPE25 Fleet Assure Plans</b>				
Assure is the most comprehensive parts and on-site labor warranty. Parts and On-Site Labor to repair or replace any manufacturing defect and includes station management, remote monitoring of station and proactive repair dispatch. A successful Site Validation is required to activate any ChargePoint Assure product. Site Validations are sold separately. CPE25 Assure is priced per port.				
<b>SKU</b>				
<b>Product Description</b>				
CPE-ASSURE1	1yr Prepaid Assure Plan	List Price	Sourcwell Disc	Sourcwell Cost
		\$200	10%	\$180
CPE-ASSURE2	2yr Prepaid Assure Plan	\$350	10%	\$315
CPE-ASSURE3	3yr Prepaid Assure Plan	\$510	10%	\$459
CPE-ASSURE4	4yr Prepaid Assure Plan	\$660	10%	\$594
CPE-ASSURE5	5yr Prepaid Assure Plan	\$675	10%	\$608
<b>ChargePoint Fast DC Stations (and applicable network plans and extended warranty options)</b>				
<b>CPE100 24kW Fast DC Station</b>				
<b>SKU</b>				
<b>Product Description</b>				
CPE100I-CMB	CPE 100 Family, Single cord 24kW DC charger (US version) with Combo connector.	List Price	Sourcwell Disc	Sourcwell Cost
		\$12,500	5%	\$11,875
CPE100I-CMB-CAN	CPE 100 Family, Single cord 24kW DC charger (Canada version) with Combo connector.	\$12,500	5%	\$11,875
CPE100I-CHD	CPE 100 Family, Single cord 24kW DC charger (US version) with CHADEMO connector.	\$14,000	5%	\$13,300
CPE100I-CHD-CAN	CPE 100 Family, Single cord 24kW DC charger (Canada version) with CHADEMO connector.	\$14,000	5%	\$13,300
CPE100I-STAND	CPE 100 Bollard Stand	\$1,649	5%	\$1,567
CPE100I-CCM	Concrete Mounting Kit for CPE100I.	\$95	5%	\$90
<b>CPE200 50kW Fast DC Station</b>				
<b>SKU</b>				
<b>Product Description</b>				
CPE200T-S-CHD-CMB	CPE200 Family, Dual cord 50kW DC charger (US version) with Combo and CHADEMO connectors. Charges one vehicle at a time.	\$35,800	5%	\$34,010
CPE200T-S-CHD-CMB-CAN	CPE200 Family, Dual cord 50kW DC charger (Canada version) with Combo and CHADEMO connectors. Charges one vehicle at a time.	\$35,800	5%	\$34,010
CPE200T-CCM	Concrete Mounting Kit for CPE200T.	\$95	5%	\$90



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CPE200-ADAPTER	Adapter for mounting CPE200 on a concrete base/pad designed for CPE250 or Express Plus station. The CPE200-Adapter and the CPE250-CMT are required for all CPE200 installations that have a planned swap to a CPE250.	\$1,399	5%	\$1,329
CPE250 50kW or 62.5kW Fast DC Station				
CPE250C-500-CCS1-CHD	CP Express 250 Station (50 kW) includes Express 250 Station (US version), 2x Power Modules, 1x CCS1 cable, 1x CHAdEMO cable, Concrete Mounting Template	\$35,800	5%	\$34,010
CPE250C-625-CCS1-CHD	CP Express 250 Station (62.5 kW) includes Express 250 Station (US version), 2x power Modules, 1x CCS1 cable, 1x CHAdEMO cable, Concrete Mounting Template and software upgrade token for Express 250 to increase max power from 50 kW to 62.5 kW.	\$40,800	5%	\$38,760
CPE250C-500-CCS1-CHD-CAN	CP Express 250 Station (50 kW) includes Express 250 Station (Canada version), 2x Power Modules, 1x CCS1 cable, 1x CHAdEMO cable, Concrete Mounting Template	\$35,800	5%	\$34,010
CPE250C-625-CCS1-CHD-CAN	CP Express 250 Station (62.5 kW) includes Express 250 Station (Canada version), 2x power Modules, 1x CCS1 cable, 1x CHAdEMO cable, Concrete Mounting Template and software upgrade token for Express 250 to increase max power from 50 kW to 62.5 kW.	\$40,800	5%	\$38,760
CPE250C-625-UPGRADE	Software upgrade token for Express 250 to increase max power from 50 kW to 62.5 kW	\$5,000	5%	\$4,750
CPE250-CMT	Concrete Mounting Template for Express DC Stations. Base Mounting template designed for CPE250 and Express Plus Stations. This template is used to align conduits and mounting bolts. This template is to be installed into the foundation before the concrete pad is poured. The CPE250-CMT and CPE200-Adapter are required for CPE200 installations that have a planned swap for a CPE250.	\$799	5%	\$759
CPE100 and CPE200 Fast DC Assure Plans	Assure is the most comprehensive parts and on-site labor warranty. Parts and On-Site Labor to repair or replace any manufacturing defect and includes station management, remote monitoring of station and proactive repair dispatch. A successful Site Validation is required to activate any ChargePoint Assure product. Site Validations are sold separately. Assure is priced per station.			
CPE100-ASSURE1	1yr Prepaid Assure Plan	\$1,000	5%	\$950
CPE100-ASSURE2	2yr Prepaid Assure Plan	\$1,700	5%	\$1,615
CPE100-ASSURE3	3yr Prepaid Assure Plan	\$2,400	5%	\$2,280
CPE200-ASSURE1	1yr Prepaid Assure Plan	\$3,500	5%	\$3,325
CPE200-ASSURE2	2yr Prepaid Assure Plan	\$6,800	5%	\$6,460
CPE200-ASSURE3	3yr Prepaid Assure Plan	\$9,000	5%	\$8,550
CPE250 Fast DC Assure Plans	Assure is the most comprehensive parts and on-site labor warranty. Parts and On-Site Labor to repair or replace any manufacturing defect and includes station management, remote monitoring of station and proactive repair dispatch. A successful Site Validation is required to activate any ChargePoint Assure product. Site Validations are sold separately. The Express 250 station has two power modules. The list price below covers both power modules.			
EXPRESS-ASSURE1	1yr Prepaid Assure Plan	\$4,200	5%	\$3,990
EXPRESS-ASSURE2	2yr Prepaid Assure Plan	\$8,000	5%	\$7,600
EXPRESS-ASSURE3	3yr Prepaid Assure Plan	\$11,100	5%	\$10,545
EXPRESS-ASSURE4	4yr Prepaid Assure Plan	\$13,600	5%	\$12,920
EXPRESS-ASSURE5	5yr Prepaid Assure Plan	\$15,500	5%	\$14,725
DC Commercial Cloud Service Plan	This plan includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Fleet Access Control, Valet Dashboard, Power Management (Circuit, Panel, Site Sharing), Scheduled Charging, Driver Access Control, Pricing and Automatic Funds Collection, Waitlist, Videos (on supported hardware). The price below is per station port. One port on CPE100, CPE200, and CPE250 stations.			
SKU	Product Description	List Price	Sourcewell Disc	Sourcewell Cost
CPCLD-COMMERCIAL-DC-1	1yr Prepaid, DC, Commercial Cloud Plan.	\$560	0%	\$560





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CPCLD-COMMERCIAL-DC-2	2yr Prepaid, DC, Commercial Cloud Plan.	\$1,000	0%	\$1,000
CPCLD-COMMERCIAL-DC-3	3yr Prepaid, DC, Commercial Cloud Plan.	\$1,410	0%	\$1,410
CPCLD-COMMERCIAL-DC-4	4yr Prepaid, DC, Commercial Cloud Plan.	\$1,820	0%	\$1,820
CPCLD-COMMERCIAL-DC-5	5yr Prepaid, DC, Commercial Cloud Plan.	\$2,210	0%	\$2,210
DC Enterprise Cloud Service Plan	This plan includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Fleet Access Control, Valet Dashboard, Time of Use-varying Power Management (Circuit, Panel, Site Sharing), Scheduled Charging, Driver Access Control, Pricing and Automatic Funds Collection, Waitlist, Videos (on supported hardware), Meter Data and Advanced Analytics, Building/Energy Management System API, Plug-n-charge (*), Real-Time DC Dynamic Power Management (*), Occupancy Detection (*), Predictive Maintenance and Diagnostics (*), (*) on supported DC stations. The price below is per station port. One port on CPE100, CPE200, and CPE250 stations.			
SKU	Product Description	List Price	Sourcewell Disc	Sourcewell Cost
CPCLD-ENTERPRISE-DC-1	1yr Prepaid, DC, Enterprise Cloud Plan.	\$960	0%	\$960
CPCLD-ENTERPRISE-DC-2	2yr Prepaid, DC, Enterprise Cloud Plan.	\$1,714	0%	\$1,714
CPCLD-ENTERPRISE-DC-3	3yr Prepaid, DC, Enterprise Cloud Plan.	\$2,418	0%	\$2,418
CPCLD-ENTERPRISE-DC-4	4yr Prepaid, DC, Enterprise Cloud Plan.	\$3,120	0%	\$3,120
CPCLD-ENTERPRISE-DC-5	5yr Prepaid, DC, Enterprise Cloud Plan.	\$3,788	0%	\$3,788
ChargePoint Level 2 Home Residential Stations - not for commercial/public installations				
Home Residential Stations	ChargePoint Home Stations cannot be returned for exchange or for stock balance. All sales final. Not for Commercial use. Warranty valid for residential application only. Minimum order 6 stations.			
SKU	Product Description	List Price	Sourcewell Disc	Sourcewell Cost
CPH25-L18-P	ChargePoint Home, 18' 32A w/ plug bundle	\$699	0%	\$699
CPH25-L25-P	ChargePoint Home, 25' 32A w/ plug bundle	\$749	0%	\$749
CPH25-L18	ChargePoint Home, 18' 32A w/o plug bundle. Hardwired.	\$649	0%	\$649
CPH25-L25	ChargePoint Home, 25' 32A w/o plug bundle. Hardwired.	\$699	0%	\$699
Activation, Installation, and Validation Services				
Activation, Installation, and Validation				
SKU	Product Description	List Price	Sourcewell Disc	Sourcewell Cost
CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	\$349	5%	\$332
CPF-ACTIVE	Fleet Application Only - Initial Station Activation & Configuration Service - Activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per port.	\$100	5%	\$95



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CPF-INSTALLVALID	Customer works with their own contractor to perform the all construction to the point where the stations can be bolted down and connected. ChargePoint will engage one of their O&M Partners to install the station on the prepared site and validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that station installation meets all ChargePoint published requirements and local codes. A successful Site Validation is a prerequisite to purchase ChargePoint Assure. INSTALLVALID is priced per station.	\$1,200	5%	\$1,140
CPMFHS-ACTIVE	Multi Family Home Service Site Activation. Initial Station Activation & Configuration Service. Activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. Required one time initial service per site.	\$0	0%	\$0
CT4000-INSTALLVALID	Customer works with their own contractor to perform the all construction to the point where the stations can be bolted down and connected. ChargePoint will engage one of their O&M Partners to install the station on the prepared site and validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that station installation meets all ChargePoint published requirements and local codes. CT4000-INSTALLVALID is priced per CT4000 station. A successful Site Validation is a prerequisite to purchase ChargePoint Assure.	\$1,200	5%	\$1,140
CPSUPPORT-SITEVALID	Customer works with their own contractor to perform the construction and station installation. CPSUPPORT-SITEVALID is used to validate that a customer installation has been performed per ChargePoint published requirements. The on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that the station installation meets all ChargePoint published requirements and local codes. A site is defined as a group of stations all connected to the same gateway station. To be used when the customer is not using an O&M Partner or self-validating Channel Partner to install their stations. A successful Site Validation is a prerequisite to purchase ChargePoint Assure. CPSUPPORT-SITEVALID is priced per gateway station.	\$599	5%	\$569
CPEXPRESS-SITEVALID	Customer works with their own contractor to perform the construction and station installation. CPEXPRESS-SITEVALID is used to validate that a customer installation has been performed per ChargePoint published requirements. The on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that the station installation meets all ChargePoint published requirements and local codes. A site is defined as a group of stations all connected to the same gateway station. To be used when the customer is not using an O&M Partner or self-validating Channel Partner to install their stations. A successful Site Validation is a prerequisite to purchase ChargePoint Assure. CPEXPRESS-SITEVALID is priced per power module.	\$300	5%	\$285
LPEV-NW-FDL	Non-Warranty Field Dispatch Labor. There is no charge for us viewing the station remotely online via the web portal to see if we can debug or repair it remotely. If it is necessary to send our electrical subcontractor out to the station for debugging or repair, then the customer will be responsible for the labor cost. Travel time will be billed.	Cost + 20%	5%	Cost + 15%
LPEV-NW-P&M	Non-Warranty Parts and Materials. Parts/Materials needed to repair stations not under warranty or Assure.	Cost + 20%	5%	Cost + 15%
<b>General Terms and Conditions</b>				
Prices do not include value added, sales or other applicable taxes or any regulatory charges that may be imposed by any governmental authority.				
Subscriptions for ChargePoint Services require acceptance of the terms and condition set forth in the Master Services Subscription Agreement.				
Subscriptions for ChargePoint Services are effective commencing on the date on which a station or vehicle is activated and continues for the applicable Subscription Term.				
All Station Installations Require Successful Site Validation to enable ChargePoint Assure warranty.				
All Stations Require cellular gateways based on site layout.				
All Stations Require Network Services per port.				
All Stations require Initial Activation Services.				



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	Prices do not include shipping				
	All Prices in US Dollars.				