BLANKET PURCHASE ORDER
STATE OF MARYLAND

BPO NO: 001B9400149 PRINT DATE: 11/27/18 PAGE: 01

SHIP TO:
AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1270306292
LILYPAD EV LLC
9801 W 100TH TERR

OVERLAND PARK, KS 66212
(913) 269-2453

REFER QUESTIONS TO:
CALVIN GLADDEN
(410) 767-4281
CALVIN.GLADDEN@MARYLAND.GOV

ITB: EXPR DATE: 07/25/21 DISCOUNT TERMS: .00
POST DATE: 09/18/18 CONTRACT AMOUNT: NET 30 DAY

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 CONTRACT FOR *
| ELECTRIC VEHICLE SUPPLY EQUIPMENT |

SOURCEWELL (FORMERLY NJPA) ICPA # 051017

* STATEWIDE CONTRACT FOR *

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

THERE IS ONE (1), ONE-YEAR RENEWAL OPTION, AT THE DISCRETION OF SOURCEWELL.

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

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

STATE OF MARYLAND TERMS AND CONDITIONS

*** CONTINUED, NEXT PAGE ***
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:
Deliveries 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 for the point or 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 requires 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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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:

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. TERMI
NATION HEREUNDER, INCLUDING THE DETERMINATION OF THE RIGHTS AND OBLIGA
TIONS 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 PERFORME
D THE CONTRACT, PAYMENT SHALL BE WITHHELD AT THE DISCRETION OF THE STA
TE. FAILURE ON THE PART OF A CONTRACTOR TO FULFILL CONTRACTUAL OBLIGAT
IONS SHALL BE CONSIDERED JUST CAUSE FOR TERMINATION OF THE CONTRACT AN
D THE CONTRACTOR IS NOT ENTITLED TO RECOVER ANY COSTS INCURRED BY THE
CONTRACTOR UP TO THE DATE OF TERMINATION. TERMINATION HEREUNDER, INCLUD
ING 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). PENDI
NG 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 C
ONTINUATION IN ANY FISCAL YEAR SUCCEEDING THE FIRST FISCAL YEAR, THIS
CONTRACT SHALL TERMINATE AUTOMATICALLY AS OF THE BEGINNING OR THE FISC
AL YEAR FOR WHICH FUNDS ARE NOT AVAILABLE. THE CONTRACTOR MAY NOT RECO
VER ANTICIPATORY PROFITS OR COSTS INCURRED AFTER TERMINATION.

18. INTELLECTUAL PROPERTY:
CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS THE STATE, ITS OFFICE
RS, AGENTS AND EMPLOYEES WITH RESPECT TO ANY CLAIM, ACTION, COST OR JU
DGEVENT FOR PATENT INFRINGEMENT, OR TRADEMARK OR COPYRIGHT VIOLATION AR
ISING OUT OF PURCHASE OR USE OF MATERIALS, SUPPLIES, EQUIPMENT OR SERV
ICES COVERED BY THIS CONTRACT.

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

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
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...
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 INDICA
TED 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, INSTRU
CTION, INTERPRETATION, OR DETERMINATION FROM THE PROCUREMENT OFFICER
THAT CAUSES OR CONSTITUTES ANY SUCH CHANGE SHALL BE TREATED AS A CHANG
E ORDER UNDER THIS CLAUSE PROVIDED THAT THE CONTRACTOR GIVES THE PROCU
REMEMENT OFFICER WRITTEN NOTICE STATING THE DATE, CIRCUMSTANCES, AND SOU
RCE OF THE ORDER AND THAT THE CONTRACTOR REGARDS THE ORDER AS A CHANGE
ORDER.
EXCEPT AS HEREBIN 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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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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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 HEREBUNDER OR ANY APPLICABLE Statute OF LIMITATIONS, WHICHER 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
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,
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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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 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 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.
IN THE EVENT OF A CONFLICT BETWEEN PROVISIONS OF THE CONTRACT DOCUMENT *** CONTINUED, NEXT PAGE ***
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, REIMBURSEMENT 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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BLANKET PURCHASE ORDER
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 UN
IT 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 CONT
RACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTI
TUTE 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 UN
ITS 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 T
HE 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 CON
TRACT’S UNIT PRICES.
B.
THE CONTRACT ADMINISTRATION FEE SHALL BE SUBMITTED TO THE DEPARTMENT O
F GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, R
OOM 1309, BALTIMORE, MD, 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWIN
G THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOC
UMENTING 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 S
TATE EXERCISING ALL RE COURSE AVAILABLE UNDER THE CONTRACT INCLUDING, B
UT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOUL
D AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE TH
E STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO $10,000.00 OR ON
E (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 T
HEIR 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

*** CONTINUED, NEXT PAGE ***
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.

0001 06009-100001 EA

CHARGING STATIONS, ELECTRIC VEHICLE

END OF ITEM LIST

******** LAST PAGE ********
<table>
<thead>
<tr>
<th>Price</th>
<th>SKU</th>
<th>Description</th>
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<tr>
<td>$2,169</td>
<td>CPF25-118-CW4G</td>
<td>8080 D-3020 12drm Changer Station with access controllr</td>
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<td>$2,891</td>
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<td>$5,990</td>
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<td>8080 D-3020 12drm Changer Station with access controllr</td>
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**Product Description**

This product includes the following features and benefits:

- **Extended Warranty Options**
  - 3-year Extended Warranty Plan
  - 5-year Extended Warranty Plan

**Price Breakdown**

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<td>$5,490</td>
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</table>

**Additional Features**

- **Extended Service Plan**
  - 3-year Extended Service Plan
  - 5-year Extended Service Plan

**Product Notes**

- This product is designed for professional environments.
- It includes a comprehensive range of features for enhanced performance and durability.
- Please consult the compatibility guide for specific system requirements.

**Technical Specifications**

- Processor: Intel® Xeon® E5-2600 v4 Family
- RAM: 16GB DDR4-2133
- Storage: 2TB SSD

**Warranty**

- 3-year limited warranty on parts and labor
- 1-year extended warranty available for purchase

**Contact Information**

For more information or to purchase, please contact our sales team at sales@sourcewell.com or call 1-800-123-4567.
<table>
<thead>
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<th>SKU</th>
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<tr>
<td>CP272F-POWER</td>
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**Product Price List**

11/21/2016

Sourcewell PFP #270177

LiFeP6 EV
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<th>Order Price</th>
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<td>CPE2300-65S 2-Chip CAN</td>
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<td>CPE2300-65S 4-Chip CAN</td>
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<td>CPE2300-65S-6</td>
<td>CPE2300-65S 6-Chip CAN</td>
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<td>CPE2300-65S-7</td>
<td>CPE2300-65S 7-Chip CAN</td>
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*Note: All prices are in USD.*
<table>
<thead>
<tr>
<th>SKU</th>
<th>Model Details</th>
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<tbody>
<tr>
<td>CPHZ2-L15</td>
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<td>CPHZ2-L18</td>
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<td>CPHZ2-L125</td>
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<td>CPHZ2-L125-P</td>
<td>Commercial Home, 15.32A, 280V, plug bundle, handweld</td>
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**Activation, Installation, and Validation Services**

- For Commercial/Public Installations

### Home Residential Stations

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<th>SKU</th>
<th>Model Details</th>
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<tbody>
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<td>Basic Version (Software Only)</td>
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<tr>
<td>CPD-Enterprise-DC-2</td>
<td>Enhanced Version (Software Only)</td>
</tr>
<tr>
<td>CPD-Enterprise-DC-3</td>
<td>Premium Version (Software Only)</td>
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</tbody>
</table>

**Product Description**

- CPD-Commercial-DC-1: Basic Version (Hardware Only)
- CPD-Commercial-DC-2: Enhanced Version (Hardware Only)
- CPD-Commercial-DC-3: Premium Version (Hardware Only)
<table>
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**General Terms and Conditions**

- All services require initial activation services.
- All services require network services per port.
- All services require network services per device.
- All services require network services per location.
- All services require network services per account.
- All services require network services per subscription term.

Prices do not include value-added taxes or other applicable taxes, which may be imposed by any governmental authority.