

State of Utah Cooperative Contract

PARTICIPATING ADDENDUM

ELECTRIC VEHICLE CHARGING STATION EQUIPMENT AND SERVICES

State of Utah Contract #: PA4638

Master Agreement #: BPM037964

Contractor: National Car charging

Participating Entity: **STATE OF UTAH**

Participating Entity Contract #PA4638

Participating Addendum Terms and Conditions:

1. Scope: This addendum covers led by the Electrical Vehicle Charging Station Equipment and Services with NASPO for use by state agencies and other entities located in the State of Utah authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. An amendment to this PA is not required when offerings are adjusted in the Master Agreement, so long as all additions remain within the master agreement's original scope.
2. Pricing: The pricing and rates from the Master Agreement shall flow down to this PA. An amendment to this PA is not required when pricing in the Master Agreement is adjusted / updated.
3. Administrative Fee: 0.25% and will apply per Section 35 of Attachment A.
4. Contract Effective Dates: This PA is effective upon final signature of both parties, and expires upon the expiration or termination of the NASPO contract. A contract amendment is not necessary in the event of the renewal or extension of the Master Agreement, so long as such renewal/extension was originally provided within the solicitation supporting the master agreement.
5. Order of Precedence:
Attachment A: PA4638 with Terms and Conditions for Goods and Services
Attachment B: NASPO Master Agreement
Attachment C: Electric Vehicle Charging Station Equipment and Services RFP
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
Utah State Procurement Code, Procurement Rules, and Contractor's response to solicitation
#BPM037964
6. Participation: This NASPO Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Utah. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
7. Subcontractors: All contactors, dealers, and resellers authorized in the State of Utah, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
8. Orders: Any order placed by an Eligible User for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

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9. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Jim Burness CEO
Address:	209 Kalamath Street Suite 4 Denver Colorado 80223
Telephone:	866-996-6387 x700
Email:	jburness@nationalcarcharging.com
Vendor Number:	VC214170
Commodity Codes:	25170

State of Utah Division of Purchasing

Name:	State of Utah, Division of Purchasing, Susan Booth
Address:	4315 South 2700 West Fl 3, Taylorsville, UT 84129-2128
Telephone:	801-957-7151
Email:	SBooth@utah.gov

10. ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions will apply to this participating addendum.

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES.

1. **DEFINITIONS**: The following terms shall have the meanings set forth below:

- a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible User reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
- b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
- c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the Division and Contractor signed.
- d) "Contractor" means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
- e) "Custom Deliverable" means the Work Product that Contractor is required to deliver to the Eligible User under this Contract.
- f) "Division" means the Division of Purchasing and General Services.
- g) "Eligible User(s)" means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations,

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agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.

h) "End User Agreement" means any agreement that Eligible Users are required to sign in order to participate in this Contract, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.

i) "Procurement Item" means a supply, a service, Custom Deliverable, construction, or technology that Contractor is required to deliver to the Eligible User under this Contract.

j) "Response" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the Solicitation.

k) "Solicitation" means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.

l) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

m) "Subcontractors" means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.

n) "Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.

2. GOVERNING LAW AND VENUE: This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. LAWS AND REGULATIONS: At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.

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4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.

5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.

6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.

a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

c. Contractor's failure to comply with this section will be considered a material breach of this Contract.

7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or the State of Utah, unless disclosure has been made to the Division.

8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Division or the State of Utah.

9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the Eligible Users under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.

10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible Users and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to

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the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of an Eligible User. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

11. EMPLOYMENT PRACTICES: Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees. Contractor agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.

12. AMENDMENTS: This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.

13. DEBARMENT: Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

14. TERMINATION: This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon thirty (30) days written termination notice being given to the Contractor. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the Eligible Users be liable to the Contractor for compensation for any Procurement Item neither requested nor accepted by an Eligible User. In no event shall the Division's exercise of its right to terminate this Contract for

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convenience relieve the Contractor of any liability to the Eligible Users for any damages or claims arising under this Contract.

15. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW: Upon thirty (30) days written notice delivered to the Contractor, a purchase order that results from this Contract may be terminated in whole or in part at the sole discretion of an Eligible User, if an Eligible User reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, an Eligible User will reimburse Contractor for the Procurement Item(s) properly ordered and/or properly performed until the effective date of said notice. An Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. SALES TAX EXEMPTION: The Procurement Item(s) under this Contract will be paid for from an Eligible User's funds and used in the exercise of an Eligible Users essential functions. Upon request, an Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request an Eligible User's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. WARRANTY OF PROCUREMENT ITEM(S): Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to an Eligible User under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to an Eligible User under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the Eligible User within ten (10) days of any written notification informing Contractor of the Procurement Items not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies an Eligible User may otherwise have under this Contract.

18. CONTRACTOR'S INSURANCE RESPONSIBILITY. The Contractor shall maintain the following insurance coverage:

a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall

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cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.

c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.

d. Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

19. RESERVED.

20. PUBLIC INFORMATION: Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the Division, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, the Eligible Users, and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

21. DELIVERY: All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to an Eligible User, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

22. ACCEPTANCE AND REJECTION: An Eligible User shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the Eligible User.

If Contractor delivers nonconforming Procurement Item(s), an Eligible User may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require

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Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the Eligible User to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.

23. INVOICING: Contractor will submit invoices within thirty (30) days after the delivery date of the Procurement Item(s) to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.

24. PAYMENT: Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by an Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Eligible User from all claims and all liability to the Contractor. An Eligible User's payment for the Procurement Item(s) and/or Services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the Eligible User may have against Contractor. Contractor shall not charge Eligible Users electronic payment fees of any kind.

25. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY: Contractor will indemnify and hold the Division, the Eligible Users, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.

26. OWNERSHIP IN INTELLECTUAL PROPERTY: The Division, the Eligible User, and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.

27. OWNERSHIP IN CUSTOM DELIVERABLES: In the event that Contractor provides Custom Deliverables to the Eligible User, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the Eligible User and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the Eligible User, to the extent that the Custom Deliverables are not recognized as work made for

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hire, Contractor hereby assigns to the Eligible User any and all copyrights in and to the Custom Deliverables, subject to the following:

1. Contractor has received payment for the Custom Deliverables,
2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the Eligible User (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the Eligible User.

Contractor agrees to grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the Eligible User and the State of Utah to use the Custom Deliverables. The Eligible User reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the Eligible User's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the Eligible User's and the State of Utah's internal business operation under this Contract. The Eligible User and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

28. ASSIGNMENT: Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.

29. REMEDIES: Any of the following events will constitute cause for an Eligible User to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. An Eligible User may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, an Eligible User may do one or more of

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the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the Division; or (v) demand a full refund of any payment that the Eligible User has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither an Eligible User nor Contractor will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. An Eligible User may terminate a purchase order resulting from this Contract after determining such delay will prevent Contractor's successful performance of this Contract.

31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify an Eligible User of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Eligible User, including anyone for whom the Eligible User is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.

33. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions, and prices of this Contract.

34. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Contract will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

35. **REPORTS AND FEES:**

a. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be the amount listed in

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the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.

b. Quarterly Reports: Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor..>

c. Report Schedule: Quarterly utilization reports shall be made in accordance with the following schedule:

Period End	Usage Report Due
March 31 st	April 30 th
June 30 th	July 31 st
September 30 th	October 31 st
December 31 st	January 31

d. Fee Payment: After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

e. Timely Reports and Fees: If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

36. ORDERING: Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.

37. END USER AGREEMENTS: If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion of termination of this Contract. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.

38. PUBLICITY: Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. It is within the Division's sole discretion whether to provide approval, which approval must be in writing.

39. WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES: Contractor shall ensure that personnel working on the premises of an Eligible User shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all

State of Utah Cooperative Contract

PARTICIPATING ADDENDUM

ELECTRIC VEHICLE CHARGING STATION EQUIPMENT AND SERVICES

State of Utah Contract #: PA4638

instructions; and (iv) be subject to a background check, prior to entering the premises. The Eligible User may remove any individual for a violation hereunder.

40. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.

41. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

42. **SUSPENSION OF WORK:** Should circumstances arise which would cause an Eligible User to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the Eligible User.

43. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

44. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.

45. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

46. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation All travel costs associated with the delivery of Services under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the vendor for correction.

47. **PERFORMANCE EVALUATION:** The Division may conduct a performance evaluation of Contractor, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

48. **STANDARD OF CARE:** The services performed by Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the services that are the subject of this Contract. Contractor shall be liable to the Eligible User for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

State of Utah Cooperative Contract

PARTICIPATING ADDENDUM

ELECTRIC VEHICLE CHARGING STATION EQUIPMENT AND SERVICES

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49. **REVIEWS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.

50. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division or an Eligible User, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division or an Eligible User appoints such an expert or panel, the Division or the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

51. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of an Eligible User, the Division, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.

52. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eligible Users' right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.

53. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

54. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the Division of any errors and/or omissions that are discovered.

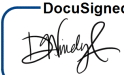
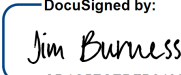
55. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

56. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.

(Revision Date: 7/20/2023)

State of Utah Cooperative Contract
PARTICIPATING ADDENDUM
ELECTRIC VEHICLE CHARGING STATION EQUIPMENT AND SERVICES
State of Utah Contract #: PA4638

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Utah	Contractor: National car charging
Signature: DocuSigned by:  C388E9DAG528424...	Signature: DocuSigned by:  CD4C6FCEDFB3408...
Name: Windy Aphayrath	Name: Jim Burness
Title: Chief Procurement Officer	Title: CEO
Date: 8/12/2024	Date: 8/9/2024

SEE ALSO:

- Attachment B – NASPO Master Agreement
- Attachment C: Electric Vehicle Charging Station Equipment and Services RFP



Attachment B: MASTER AGREEMENT

MARYLAND DEPARTMENT OF GENERAL SERVICES (DGS)

Electric Vehicle Charging Stations Equipment and Services

Preamble to Contract #BPM037964

THIS MASTER AGREEMENT (the “Master Agreement” or “MA”) is made this 1st day of June, 2024 by and between National Car Charging, LLC (the “Contractor”) and the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF GENERAL SERVICES (“DGS” or the “Department”).

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. General Purpose of the Master Agreement:

Contractor is permitted to provide the Electric Vehicle Charging Station Equipment and Services identified in Attachment B to Participating Entities (defined in Attachment A) once a Participating Addendum has been signed.

2. Scope of the Master Agreement

2.1 The Contractor shall perform in accordance with the below-listed attachments and documents which are incorporated herein:

- Attachment A – NASPO ValuePoint Master Agreement Terms and Conditions
- Attachment B – Scope of Work
- Attachment C – Contractor’s Cost Proposal
- Attachment D – Maryland Terms and Conditions
- The Electric Vehicle Charging Station Equipment and Services RFP (incorporated herein by reference); and
- Contractor’s response to the Electric Vehicle Charging Station Equipment and Services RFP (incorporated herein by reference).

2.2 Additionally, Division II of Maryland’s State Finance & Procurement Article and Code of Maryland Regulations Title 21 are incorporated herein by reference.

2.3 If there is any conflict among the attachments and documents, the following order of precedence shall determine the prevailing provision:

- Attachment D – Maryland Terms and Conditions (this attachment and its terms apply only to Maryland Purchasing Entities)
- Attachment A – NASPO ValuePoint Master Agreement Terms and Conditions ()
- Attachment B – Scope of Work
- Attachment C – Contractor’s Cost Proposal
- The Electric Vehicle Charging Station Equipment and Services RFP
- Contractor’s response to the Electric Vehicle Charging Station Equipment and Services RFP



3. Contract Period

The Master Agreement is effective as of the date of last signature below and carries an initial term of three (3) years. The Master Agreement may be extended for two (2) additional one-year periods (see Attachment A for more details).

4. Maryland Law Prevails

This Master Agreement shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

THE NEXT PAGE IS THE SIGNATURE PAGE



Contractor
NATIONAL CAR CHARGING LLC

By: James Burness, CEO

State of Maryland
DEPARTMENT OF GENERAL SERVICES

DGS

By: Mike Myers,
Associate Director

Date May 21, 2024

Date 5/21/24

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.



Attachment B

ATTACHMENT A NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

1. **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
2. **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
3. **Embedded Software** means one or more software applications which permanently reside on a computing device.
4. **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
5. **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
6. **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
7. **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
8. **Order** or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
9. **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
10. **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
11. **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
12. **Product** or **Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
13. **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.



II. Term of Master Agreement

1. **Initial Term.** The initial term of this Master Agreement is for three (3) years. The term of this Master Agreement may be amended beyond the initial term for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
2. **Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
3. **Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.
4. **Service / Maintenance Agreements.** Unless a shorter period is specified in the applicable Participating Addendum, an Order for a multiyear purchase, service, or maintenance may have a performance period up to five (5) years past the then-current termination date of this Master Agreement.

III. Order of Precedence

5. **Order.** Any Order placed under this Master Agreement will consist of the following documents:
 1. A Participating Entity's Participating Addendum ("PA");
 2. NASPO ValuePoint Master Agreement, including all attachments thereto;
 3. A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 4. The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 5. Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
6. **Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
7. **Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope



- a. **Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- b. **Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.
- c. **Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- d. **Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- e. **Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- f. **Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- g. **Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory



transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

- h. **Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- i. **Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- j. **No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

- a. **Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
- b. **Administrative Fees**
 - i. **NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.
 - ii. **State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or



the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

c. NASPO ValuePoint Summary and Detailed Usage Reports

- i. **Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum (“Sales Data”). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.
- ii. **Summary Sales Data.** “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
- iii. **Detailed Sales Data.** “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
- iv. **Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU for each Product in Offeror’s catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this



Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

- v. **Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

d. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

- i. **Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.
- ii. **Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.
- iii. **Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.
- iv. **Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.
- v. **Obligation to Act in Good Faith.** The parties acknowledge that this Master Agreement and its terms and pricing have been negotiated for the benefit of the parties, NASPO ValuePoint, Participating Entities, and Purchasing Entities. Apart from a Participating Addendum or Order, Contractor shall not intentionally induce a potential Participating Entity or Purchasing Entity to enter into a separate agreement, the pricing and terms of which are derived from this Master Agreement, for the purpose of avoiding compliance with Contractor's obligations under Section V. Nothing in this Section V shall prohibit Contractor from contracting with an entity with substantially similar pricing and terms if such pricing and terms are independently negotiated with the entity or are consistent with pricing and terms ordinarily offered by Contractor to public sector customers



- e. **Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.
- f. **Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- g. **Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

- h. **Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.
 - i. All prices and rates (excluding Offerors minimum discount %) must be minimally guaranteed for six (6) months during the initial term of the Master Agreement.
 - ii. Following the initial six (6) months of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least thirty (30) days prior to the effective date.
 - iii. Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
 - iv. No retroactive adjustments to prices or rates will be allowed.
 - v. During Master Agreement term Contractor (Offeror) may extend greater discounted pricing to the Purchasing Entity as order details as purchasing volume, equipment type, location, etc. become known.
- i. **Minimum Discount %.** The established minimum discount % per Award Category shall remain fixed for the entire duration of the resulting Master Agreement. This discount % represents a minimum that shall be extended to any Purchasing Entity. During Master



Agreement term Contractor (Offeror) may extend a greater discount to the Purchasing Entity as order details as purchasing volume, equipment type, location, etc. become known.

- j. **Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the product or service is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- k. **Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- a. **Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- b. **Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- c. **Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- d. **Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- e. **Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
 - i. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.



- ii. Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
 - iii. Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
 - iv. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.
 - v. Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- f. **Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
 - i. The services or supplies being delivered;
 - ii. A shipping address and other delivery requirements, if any;
 - iii. A billing address;
 - iv. Purchasing Entity contact information;
 - v. Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
 - vi. A not-to-exceed total for the products or services being ordered; and
 - vii. The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- g. **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- h. **Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- i. **Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.



- i. Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- j. **Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- k. **Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- l. **Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- m. **Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- n. **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- o. **Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
 - i. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.
 - ii. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- p. **Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity



with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

- q. **Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- i. The Acceptance Testing period will be fifteen (15) business days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
 - ii. If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
 - iii. Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
 - iv. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
 - v. No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. **Warranty**

- a. **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- b. **Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.
- c. **Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.
- d. **Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity,



including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

- e. **Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- a. **Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- b. **Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee. This Section XI(b) shall be in force so long as the Purchasing Entity is not in arrears in payments for software subscriptions required for the Product.
- c. **License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

- a. **General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.
- b. **Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").
 - i. The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
 - 1. provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - 2. specified by the Contractor to work with the Product;
 - 3. reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another



reasonably available product, system or method capable of performing the same function; or

4. reasonably expected to be used in combination with the Product.
- ii. The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.
- iii. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.
- iv. Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- a. **Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- b. **Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- c. **Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
 - i. Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
 - ii. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- d. **Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5)



business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

- e. **Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- f. **Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- g. **Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Upon request, copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- h. **Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

i. Records Administration and Audit

- i. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.



- ii. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- iii. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

j. Confidentiality, Non-Disclosure, and Injunctive Relief

- i. **Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.
 - 1. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").
 - 2. Any reports or other documents or items (including software) that result from the use of Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.
 - 3. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
- ii. **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.
 - 1. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in



- identifying and preventing any unauthorized use or disclosure of any Confidential Information.
2. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
 3. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.
 4. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.
- iii. **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
 - iv. **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
 - v. **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.
 - vi. **Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.
- k. **Assignment/Subcontracts**



- i. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
 - ii. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.
- l. **Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.
- m. **Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.
- n. **Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.
- o. **Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war, restrictions on the movement of people or goods imposed in a public health order or by a declared state of emergency, which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.
- p. **Defaults and Remedies**
 - i. The occurrence of any of the following events will be an event of default under this Master Agreement:
 1. Nonperformance of contractual requirements;
 2. A material breach of any term or condition of this Master Agreement;
 3. Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;



4. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 5. Any default specified in another section of this Master Agreement.
- ii. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
 - iii. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
 1. Any remedy provided by law;
 2. Termination of this Master Agreement and any related Contracts or portions thereof;
 3. Assessment of liquidated damages as provided in this Master Agreement;
 4. Suspension of Contractor from being able to respond to future bid solicitations;
 5. Suspension of Contractor's performance; and
 6. Withholding of payment until the default is remedied.
 - iv. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.
- q. **Waiver of Breach.** Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master



Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

- r. **Debarment.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.
- s. **No Waiver of Sovereign Immunity**
 - i. In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
 - ii. This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- t. **Governing Law and Venue**
 - i. The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.
 - ii. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
 - iii. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is



a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

- u. **Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
- v. **Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.



ATTACHMENT B

SCOPE OF WORK

This Scope of Work describes the deliverables (equipment and services) being sought through this RFP and the scope of what Contractors will be expected to offer through a Master Agreement resulting from this RFP. The Scope of Work is intended to provide interested Contractors with sufficient basic information to submit a proposal. It is not intended to limit a proposal's content or exclude any relevant or essential data.

I. MASTER AGREEMENT OBJECTIVES

The Scope of Work for this solicitation includes DC and AC charging Electric Vehicle Supply Equipment (EVSE), along with related services (i.e., consulting, installation, maintenance, etc.). The proposed Electric Vehicle (EV) charging systems offered under the resulting agreement must be designed and developed using common interfaces and approved industry standards. The installations must operate consistently and uniformly from the perspective of customers so that customers will have a similar experience regardless of which EVSE charging installation they visit and use.

While the primary purpose of this solicitation is to select a Contractor(s) who can offer the Products or Services for all members participating in the NASPO ValuePoint Cooperative Purchasing Program, Contractors are permitted to submit a Proposal on more limited geographical areas, but not less than one entire member State. Contractors must clearly describe the geographical limits (e.g. by State name) if proposing a geographical area less than that of all member States. However, if a Contractor elects to submit a Proposal for a single State then the Contractor must be willing to supply the entire State and will not be allowed to add additional States following award or at any time during the term of the contract or any renewals. Contractors geographical limitation may only be considered if they currently cannot adequately service an entire State or States. The intent is to have the largest area of coverage possible for the end user states as well as the contractor and to avoid the possibility of only selecting states a contractor would like to work with.

II. PRODUCT AWARD CATEGORIES

This RFP identifies two (2) separate Award Categories available to Contractors to seek an award in. Contractor's may offer a proposal on selected categories or all two (2). The Award Categories are provided as follows:

1. Category 1: Level 2 – EV Chargers (Hardware/Software/Support Services); and
2. Category 2: Level 3 – DC Fast Chargers (Hardware/Software/Support Services).

The scope for these two Award Categories includes all hardware (inclusive of original equipment purchases and replacement parts), software, and support services (i.e., training, repair, professional services, consulting services, project development, etc.) to develop, install, maintain, and repair the applicable Level 2 or 3 charging station.

A Purchasing Entity may selectively purchase any combination of hardware, software, and support services made available through a resulting Master Agreement based on the Category(ies) awarded under the Master Agreement. Additionally, per each State's individual jurisdiction, it may elect to select the



additional installation, project development, and consulting services through their own state procurement methods and/or contracts.

III. ACRONYMS AND DEFINITIONS

a. Acronyms:

EV - Electric Vehicle

EVSE - Electric Vehicle Supply Equipment

IEEE - Institute of Electrical and Electronics Engineers

NEC - National Electrical Code

NEMA - National Electrical Manufacturers Association

AC - Alternating Current

DC – Direct Current

ZEV – Zero Emission Vehicle

b. Definitions:

1. **AC CHARGING:** The majority of ZEV charging is done with AC voltage at Level 1 (120 volts or normal household current) or Level 2 (240 volts or an electric dryer power equivalent). AC charging is typically more cost effective for the equipment and installation and takes advantage of longer dwell times to provide lower power to a ZEV over a longer period of time. AC charging is an excellent solution for residential, workplace, multi-unit dwelling and other longer-term parking situations like hotels and municipal or airport parking garages.
2. **DC FAST CHARGING:** Direct current charging for electric vehicles allows for higher charging speeds, as DC current can be supplied directly to the electric vehicle's battery at power levels normally higher than AC charging. The higher the DC power supplied, the faster the electric vehicle can be charged, provided the vehicle is designed to handle such power. A common DC power is 50 kW. Currently, 250+ kW DC fast charging is available on a number of vehicles, and speeds of up to 320 kW (at 350 amps of current at 200V to 920V power source) will be available on a limited basis. To illustrate the charging power difference between Level 2 AC and DC fast charging, a Level 2 7.2 kW AC charger will deliver about 27 miles of ZEV range per hour of charging, whereas a 50 kW DC fast charger will deliver well over 100 miles of range per hour.
3. **HIGHER POWER DC FAST CHARGING:** New technology developments will feature 150 kW to 320 kW of charging power, capable of adding electricity to a new generation of longer-range ZEVs at a rate of between 9 and 19 miles per minute. Not only will these new chargers deliver higher charging power, the 350 amps of current they use will necessitate the use of liquid-cooled charging cables to present an easier-to-handle, thinner cable with which customers will be able to charge their vehicles.
4. **OPEN CHARGE POINT PROTOCOL (OCPP):** The Open Charge Alliance (OCA) is a global consortium of public and private electric vehicle (EV) infrastructure leaders that have come together to promote open standards. OCPP is the protocol they have developed to provide powerful, open, and interoperable communication between the different ZEV charging infrastructure companies, hardware and network.
5. **PLUG & CHARGE:** Plug-and-charge is part of the latest revision of the CCS combo standard, featuring the IEC/ISO 15118 standard which prescribes the means by which a charger and network



can identify and authenticate a specific vehicle to allow for a charging session automatically, by simply “plugging in”, without the need for supplemental membership cards or fobs.

6. **ZERO EMISSION VEHICLE (ZEV):** The following three vehicle types are considered Zero Emission Vehicles:
- i. An on-road passenger car or light duty vehicle, light duty truck, medium duty vehicle, or heavy duty vehicle that produces zero exhaust emissions of all of the following pollutants: non-methane organic gases, carbon monoxide, particulate matter, carbon dioxide, methane, formaldehyde, oxides of nitrogen, or nitrous oxide, including, but not limited to, battery electric vehicles (“BEV”) and fuel cell vehicles (“FEV”);
 - ii. An on-road plug-in hybrid electric vehicle (“PHEV”) with zero emission range greater than 35 miles as measured on the federal Urban Dynamometer Driving Schedule (“UDDS”) in the case of passenger cars, light duty vehicles and light duty trucks, and 10 miles as measured on the federal UDDS in the case of medium- and heavy-duty vehicles; or
 - iii. An on-road heavy-duty vehicle with an electric powered takeoff. ZEVs do not include: zero emission off-road equipment and vehicles; zero emission light rail; additions to transit bus fleets utilizing existing catenary electric power; or any vehicle not capable of being licensed for use on public roads

IV. GENERAL COMPONENTS

Necessary Components - Contractor shall have the ability to provide all EVSE components, hardware, software, and parts necessary for the proper assembly and operation of the EVSE. All EVSE components, hardware and parts must be new and unused.

Contractor shall have the ability to provide the following:

1. Documentation, and Technical Support

- i. Documentation: On the first delivery of each type of EVSE to an Authorized Purchaser, Contractor shall make available files, access, login, licensing, manuals, etc., which will contain documentation for the EVSE that provides instructions on how to operate and maintain the EVSE. Contractor shall allow Authorized Purchasers to post the documentation on their intranet site. Contractor shall notify Authorized Purchasers when documentation updates are published and provide updates free of charge to Authorized Purchasers upon request.
- ii. Technical Support: Contractor shall provide customer support service (telephone or e-mail) during normal business hours to Authorized Purchasers during the warranty period and beyond the warranty period that allows Authorized Purchasers to request repairs and troubleshoot technical problems with Contractor’s technicians.
- iii. Training Support: Contractor shall also provide options for training and support services to Authorized Purchaser on the proper function and general support of the purchased equipment and software.

2. Physical Appearance, Function and Design

- i. The EVSE utilizes tamper-resistant screws and design, with a locked or easy opening mechanism for service work.



- ii. EVSE Enclosure: The EVSE enclosure is constructed for use outdoors in accordance with UL 50, Standard for Enclosures for Electrical Equipment, NEMA Type 3R or equivalent in accordance with or otherwise meeting the requirements of ORS 479.610-760.
- iii. Environmental: The EVSE is capable of operating without any decrease in performance over an ambient temperature range of minus 22 to 122 degrees Fahrenheit.
- iv. The EVSE must be capable of serving a minimum of one EV.
- v. Cord Management System: The EVSE incorporates a cord management system or method to minimize the potential for cable entanglement, user injury or connector damage from lying on the ground and comply with NEC articles 625 as it applies to cord management systems. Purchasing entities may request cord lengths of plus or minus 20 feet within the respective category standard industry cord length
- vi. The EVSE provides the option for a payment or access control options to allow users to authenticate using a credit card, RFID device, password, or other identifying method. This access needs to also have backend capabilities to collect payment or provide reporting mechanisms such that another system would be able to collect payment. If these functions aren't available, the EVSE contractor must provide an alternative method.

V. NETWORKING

1. Must connect to a network via cellular connection using multiple carriers. No Wi-Fi or LAN connectivity (poses a security risk);
2. Network must be PCI (Payment Card Industry) Compliant. PCI compliance is mandatory when stations are capable of taking payment for charging;
3. Network must provide the option to collect revenue from the driver;
4. Network must provide various options for remote management and access control;
5. Standards based interface for energy management; and
6. Ability to manage electrical load: set allowed load based on percentage of current load, or set maximum load (kwh). This prevents Demand Charges and manages energy usage.

VI. FLEET CHARGING NETWORK

1. Track Vehicle Usage to receive real-time information on fleet vehicles whenever they are plugged into a charging station. Track the location and station where your vehicles are charging, know when they are fully charged and view usage reports both by vehicle and by fleet.);
2. Fleet Card Service: Fleet vehicles may need to charge on route. Allows drivers to pay for charging at public stations that require payment. All charging activities and fees are tracked, and entities can pay for charging through a purchase order and invoicing or, optionally, by credit card;
3. Integration with fleet fuel cards, telematics and asset management systems;
4. Ability to schedule charging to account for peak and off-peak pricing; and



5. Must be able to set the price that drivers pay to use charging stations based on energy cost, duration, time of use, session length or driver group. This would include the ability to modify and/or delete various pricing options.

VII. DELIVERY, INSTALLATION, AND SITE PREPARATION

Contractor's Responsibilities

Delivery shall not be considered to have occurred until installation has been completed and hardware/software is fully functional. Upon completion of the installation, the Contractor shall remove and properly dispose of all waste and debris from the installation site. The Contractor shall be responsible for leaving the installation area clean and ready to use.

If contractor is responsible for installation via their own oversight or a subcontractor, basic Installation shall include:

1. Travel time/labor based on an individual user State's travel per diem rates and may be negotiated during Participating Addendum (PA) formation;
2. Permitting for work performed;
3. Installation of circuit breaker in electrical distribution panel (price is based on assumption that adequate space is available in electrical panel for additional breaker/load);
4. Installation of conduit and wire within interior of building, from location of electrical distribution panel to exterior wall (exit point to exterior of building);
5. Installation of conduit and wire, from exterior wall/exit point of building to EV charging station or PVC/ground-entrance point (if required);
6. Installation of PVC conduit and wire (in applications where underground conduit runs are necessary/required);
7. Supply and installation of all necessary junction boxes, fittings and connectors, and all other items/materials required for proper and code-compliant installation (Does not include additional power distribution equipment, devices, or other material that is outside of the scope of work required for installation of basic unit, or necessitated by a lack of available panel space, etc.); and
8. Installation of EV Charging Unit.
9. Commissioning and testing of EV charging units

VIII. MAINTENANCE AND REPAIR SERVICES

Contractor shall provide a comprehensive maintenance and repair solution for any EV charging infrastructure installed under this cooperative award.

a. Preventive Maintenance

Contractors are required to minimally conduct annual preventative maintenance, such as:

- i. Creating a maintenance plan
- ii. Visually inspecting the equipment for damage
- iii. Testing the user interface to make sure it works correctly



- iv. Conducting an electrical test for safe and timely EV charging to ensure that it supplies the power it's rated to supply and that built-in safety mechanisms are functioning.
- v. Annual EV station parking stall line painting and stencil refresh.
- vi. Inspection of signs and bollards.

b. Corrective Maintenance

Contractors will also be responsible for corrective maintenance to include repairs for accidental damage to ensure:

- i. 97% uptime

$$\frac{[(\text{Number of hours in the period} \times \text{number of available stations}) - (\sum \text{Outage Time} - \sum \text{Excluded Time})]}{(\text{Number of hours in the period} \times \text{number of available stations})}$$

- ii. Repairs initiated within 2 business days
- iii. Basic parts warehousing to meet timeframe
- iv. Inventory/software/warranty database and service requests
 - 1. Update main tracking mechanism with service requests, date of requests, warranty claims, outages, software renewal dates, and preventative maintenance.

Contractors are required to provide maintenance, upkeep, or support services for EVSE infrastructure already owned by the state.

IX. NEW PRODUCT AND SERVICE ADDITIONS

The awarded contract(s) may be modified to incorporate new technology or technological upgrades associated with the procurement items being solicited, including new or upgraded: (i) systems; (ii) apparatuses; (iii) modules; (iv) components; and (v) other supplementary items. Further, a maintenance or service agreement associated with the procurement items under the resulting contract(s) may be modified to include any new technology or technological upgrades. Any contract modification incorporating new technology or technological upgrades will be specific to the procurement items being solicited and substantially within the scope of the original procurement or contract.

1. Catalog Updates. Contractor may only add and provide new products and services to those Award Categories it holds a contract award. Such catalog updates will be considered no more than once per calendar quarter.
2. Minimum Discount % Maintained. At a minimum, the discount % for each Award Category Contractor is awarded in must be extended to all new product additions to that Category throughout the contract term.

END OF ATTACHMENT B

Attachment C Contractor's Cost Proposal

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price (incl. shipping)
CHARGEPOINT					
CT4000 Series					
ChargePoint	Hardware				
ChargePoint	CT4011-GW1	Single Output Gateway North America, Bollard Unit -208/240V @30A with Cord Management	\$5,010	26.0%	\$3,707.40
ChargePoint	CT4013-GW1	Single Output Gateway North America, Wall Mount Unit -208/240V @30A with Cord Management	\$5,010	26.0%	\$3,707.40
ChargePoint	CT4021-GW1	Dual Output Gateway Option USA, Bollard Unit -208/240V @30A with Cord Management and Power Share	\$7,210	26.0%	\$5,335.40
ChargePoint	CT4023-GW1	Dual Output Gateway North America, Wall Mount Unit -208/240V @30A with Cord Management	\$7,210	26.0%	\$5,335.40
ChargePoint	CT4025-GW1	Dual Output Gateway North America, Bollard Unit -208/240V @30A with 8' Cord Management (23' Cords)	\$8,210	26.0%	\$6,075.40
ChargePoint	CT4027-GW1	Dual Output Gateway North America, Wall Mount Unit -208/240V @30A with 8' Cord Management (23' Cords)	\$8,210	26.0%	\$6,075.40
ChargePoint	CT4000 Hardware Accessories				
ChargePoint	CT4001-CCM	CT4000 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	\$125	26.0%	\$92.50
ChargePoint	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).	\$65	26.0%	\$48.10
ChargePoint	CT4000 Networking/Cloud Plans (per port)				
ChargePoint	CPCLD-COMMERCIAL-1	1yr Prepaid Commercial Cloud Plan. Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$345	5.0%	\$327.75
ChargePoint	CPCLD-COMMERCIAL-2	2yr Prepaid Commercial Cloud Plan. Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$675	5.0%	\$641.25
ChargePoint	CPCLD-COMMERCIAL-3	3yr Prepaid Commercial Cloud Plan. Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$985	5.0%	\$935.75
ChargePoint	CPCLD-COMMERCIAL-4	4yr Prepaid Commercial Cloud Plan. Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$1,280	5.0%	\$1,216.00
ChargePoint	CPCLD-COMMERCIAL-5	5yr Prepaid Commercial Cloud Plan. Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$1,555	5.0%	\$1,477.25
ChargePoint	CPCLD-COMMERCIAL-6	6yr Prepaid Commercial Cloud Plan. Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$1,865	5.0%	\$1,771.75
ChargePoint	CPCLD-COMMERCIAL-7	7yr Prepaid Commercial Cloud Plan. Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$2,175	5.0%	\$2,066.25
ChargePoint	CPCLD-COMMERCIAL-10	10yr Prepaid Commercial Cloud Plan. Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$3,105	5.0%	\$2,949.75
ChargePoint	CPCLD-ENTERPRISE-1	1yr Prepaid Enterprise Cloud Plan. Prepaid Enterprise Cloud Plan subscription with advanced station management features such as: Station Activation, Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$480	5.0%	\$456.00

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price (incl. shipping)
ChargePoint	CPCLD-ENTERPRISE-2	2yr Prepaid Enterprise Cloud Plan. Prepaid Enterprise Cloud Plan subscription with advanced station management features such as: Station Activation, Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$935	5.0%	\$888.25
ChargePoint	CPCLD-ENTERPRISE-3	3yr Prepaid Enterprise Cloud Plan. Prepaid Enterprise Cloud Plan subscription with advanced station management features such as: Station Activation, Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$1,370	5.0%	\$1,301.50
ChargePoint	CPCLD-ENTERPRISE-4	4yr Prepaid Enterprise Cloud Plan. Prepaid Enterprise Cloud Plan subscription with advanced station management features such as: Station Activation, Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$1,775	5.0%	\$1,686.25
ChargePoint	CPCLD-ENTERPRISE-5	5yr Prepaid Enterprise Cloud Plan. Prepaid Enterprise Cloud Plan subscription with advanced station management features such as: Station Activation, Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$2,160	5.0%	\$2,052.00
ChargePoint	CPCLD-ENTERPRISE-10	10yr Prepaid Enterprise Cloud Plan. Prepaid Enterprise Cloud Plan subscription with advanced station management features such as: Station Activation, Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$4,135	5.0%	\$3,928.25
ChargePoint	CT4000 Warranty Plans (per station)				
ChargePoint	CT4000-ASSURE1	1 prepaid year of ChargePoint Assure for CT4000 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$600	5.0%	\$570.00
ChargePoint	CT4000-ASSURE2	2 prepaid years of ChargePoint Assure for CT4000 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$1,140	5.0%	\$1,083.00
ChargePoint	CT4000-ASSURE3	3 prepaid years of ChargePoint Assure for CT4000 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$1,620	5.0%	\$1,539.00
ChargePoint	CT4000-ASSURE4	4 prepaid years of ChargePoint Assure for CT4000 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$2,040	5.0%	\$1,938.00
ChargePoint	CT4000-ASSURE5	5 prepaid years of ChargePoint Assure for CT4000 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$2,400	5.0%	\$2,280.00
ChargePoint	CT4000-ASSURE10	10 prepaid years of ChargePoint Assure for CT4000 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$6,300	5.0%	\$5,985.00
ChargePoint	CT4000 Additional Services				
ChargePoint	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	5.0%	\$331.55

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price (incl. shipping)
ChargePoint	CT4000-INSTALLCOMMISSIONING	Customer works with their own contractor to perform all construction up to the point where the stations can be bolted down and connected. ChargePoint will then engage an authorized ChargePoint Partner to install the station on the prepared site and commission the station. This includes validating that the electrical capacity, transformers, panels, breakers, wiring, cellular coverage and station installation all meet ChargePoint published requirements and local codes. Upon successful commissioning, the customer will be eligible to obtain warranty coverage under a ChargePoint Maintenance plan, sold separately. Priced per CT4000 station.	\$1,260	5.0%	\$1,197.00
CPF Series (Fleet or Multi-Family Only)					
ChargePoint	CPF Hardware				
ChargePoint	CPF50-L18	Single Port, Wall Mount, 50A, Type 1, Cable 18', Single Phase Charger. Unit ships in 1 box. See invoice or packing slip for details.	\$1,299	26.0%	\$961.26
ChargePoint	CPF50-L23	Single Port, Wall Mount, 50A, Type 1, Cable 23', Single Phase Charger. Unit ships in 1 box. See invoice or packing slip for details.	\$1,399	26.0%	\$1,035.26
ChargePoint	CPF50-L18-PEDMNT-CMK6	Single Port, Pedestal Mount, 50A, Type 1, Cable 18', Single Phase Charger with 6' Cable Management Kit. Unit ships in 5 separate boxes. See invoice or packing slip for details.	\$2,899	26.0%	\$2,145.26
ChargePoint	CPF50-L23-PEDMNT-CMK8	Single Port, Pedestal Mount, 50A, Type 1, Cable 23', Single Phase Charger with 8' Cable Management Kit. Unit ships in 5 separate boxes. See invoice or packing slip for details.	\$3,199	26.0%	\$2,367.26
ChargePoint	CPF50-L18 WALLMNT-CMK6	Single Port, Wall Mount, 50A, Type 1, Cable 18', Single Phase Charger. Unit ships in 3 separate boxes. See invoice or packing slip for details.	\$1,999	26.0%	\$1,479.26
ChargePoint	CPF50-L23 WALLMNT-CMK8	Single Port, Wall Mount, 50A, Type 1, Cable 23', Single Phase Charger with 8' Cable Management Kit. Unit ships in 3 separate boxes. See invoice or packing slip for details.	\$2,299	26.0%	\$1,701.26
ChargePoint	CPF50-L18-PEDMNT-CMK6-Dual	Dual Port, Pedestal Mount, 50A, Type 1, Cable 18', Single Phase Charger with Cable Management Kit. Unit ships in 6 separate boxes. See invoice or packing slip for details.	\$4,698	26.0%	\$3,476.52
ChargePoint	CPF50-L23-PEDMNT-CMK8-Dual	Dual Port, Pedestal Mount, 50A, Type 1, Cable 23', Single Phase Charger with 8' Cable Management Kit. Unit ships in 6 separate boxes. See invoice or packing slip for details.	\$5,098	26.0%	\$3,772.52
ChargePoint	CPF50-L18-NACS	CPF50, NA, AC Station, 1 x NACS, 50A, 1 Phase, 18' Cable, Wall Mount, Wi-Fi/BT, UL, Hardwire	\$1,299	26.0%	\$961.26
ChargePoint	CPF50-L18-NACS-PEDMNT-CMK6-DUAL	CPF50, NA, AC Station, 2 x NACS, 50A, 1 Phase, 18' Cable, 6' CMK, Pedestal, Wi-Fi/BT, UL, Hardwire	\$4,698	26.0%	\$3,476.52
ChargePoint	CPF50-L23-NACS	CPF50, NA, AC Station, 1 x NACS, 50A, 1 Phase, 23' Cable, Wall Mount, Wi-Fi/BT, UL, Hardwire	\$1,399	26.0%	\$1,035.26
ChargePoint	CPF50-L23-NACS-PEDMNT-CMK8-DUAL	CPF50, NA, AC Station, 2 x NACS, 50A, 1 Phase, 23' Cable, 8' CMK, Pedestal, Wi-Fi/BT, UL, Hardwire	\$5,098	26.0%	\$3,772.52
ChargePoint	CPFCABLE-50A-L18-CMK-NACS-KIT	NACS Retrofit Kit for CPF50 (installation not included). 50A NACS Charging Cable for CPF50, 18 foot with clamp for CMK. Includes holster insert for NACS	\$230	26.0%	\$170.20
ChargePoint	CPFCABLE-50A-L23-CMK-NACS-KIT	NACS Retrofit Kit for CPF50 (installation not included). 50A NACS Charging Cable for CPF50, 23 foot with clamp for CMK. Includes holster insert for NACS	\$255	26.0%	\$188.70
ChargePoint	CPF-NACS-CABLE-REPLACEMENT	North American Charging Standard (NACS) cable replacement for CPF50. Only includes <u>labor</u> to replace an existing SAE J1772 cable with a 5.5, or 7m, 50A NACS cable. Does not include parts.	\$515	26.0%	\$381.10
ChargePoint	CPF-25-CCM	Concrete Mounting Kit for CPF Pedestal units	\$80	26.0%	\$59.20
ChargePoint	CPGW1-LTE	The ChargePoint Gateway provides connectivity for CPF25 and CPF50 to ChargePoint's Cloud via a cell to Wi-Fi modem. One gateway can provide connectivity up-to 9 CPF25/CPF50 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/CPF50 is installed more than 150 feet from the existing gateway.	\$0	100.0%	\$0.00
ChargePoint	CPF Networking/Cloud Plans (per port)				
ChargePoint	CPCLD-POWER-1	1yr Prepaid Power Cloud Plan. Prepaid Power Cloud Plan subscription with station management features such as Basic Fleet Vehicle Management, Automatic Software Updates, and basic Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$230	5.0%	\$218.50
ChargePoint	CPCLD-POWER-2	2yr Prepaid Power Cloud Plan. Prepaid Power Cloud Plan subscription with station management features such as Basic Fleet Vehicle Management, Automatic Software Updates, and basic Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$450	5.0%	\$427.50
ChargePoint	CPCLD-POWER-3	3yr Prepaid Power Cloud Plan. Prepaid Power Cloud Plan subscription with station management features such as Basic Fleet Vehicle Management, Automatic Software Updates, and basic Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$660	5.0%	\$627.00

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price (incl. shipping)
ChargePoint	CPCLD-POWER-4	4yr Prepaid Power Cloud Plan. Prepaid Power Cloud Plan subscription with station management features such as Basic Fleet Vehicle Management, Automatic Software Updates, and basic Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$855	5.0%	\$812.25
ChargePoint	CPCLD-POWER-5	5yr Prepaid Power Cloud Plan. Prepaid Power Cloud Plan subscription with station management features such as Basic Fleet Vehicle Management, Automatic Software Updates, and basic Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$1,035	5.0%	\$983.25
ChargePoint	CPCLD-FLEETENT-1	Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$440	5.0%	\$418.00
ChargePoint	CPCLD-FLEETENT-2	Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$860	5.0%	\$817.00
ChargePoint	CPCLD-FLEETENT-3	Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$1,255	5.0%	\$1,192.25
ChargePoint	CPCLD-FLEETENT-4	Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$1,625	5.0%	\$1,543.75
ChargePoint	CPCLD-FLEETENT-5	Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$1,980	5.0%	\$1,881.00
ChargePoint	CPCLD-Community-1	1 prepaid year of charging management software for shared resident charging. Service includes cloud connectivity, power management, automated driver billing and remittance, and driver authentication. For use with CPF50 or Alfen only.	\$280	5.0%	\$266.00
ChargePoint	CPCLD-Community-2	2 prepaid years of charging management software for shared resident charging. Service includes cloud connectivity, power management, automated driver billing and remittance, and driver authentication. For use with CPF50 or Alfen only.	\$550	5.0%	\$522.50
ChargePoint	CPCLD-Community-3	3 prepaid years of charging management software for shared resident charging. Service includes cloud connectivity, power management, automated driver billing and remittance, and driver authentication. For use with CPF50 or Alfen only.	\$800	5.0%	\$760.00
ChargePoint	CPCLD-Community-4	4 prepaid years of charging management software for shared resident charging. Service includes cloud connectivity, power management, automated driver billing and remittance, and driver authentication. For use with CPF50 or Alfen only.	\$1,040	5.0%	\$988.00
ChargePoint	CPCLD-Community-5	5 prepaid years of charging management software for shared resident charging. Service includes cloud connectivity, power management, automated driver billing and remittance, and driver authentication. For use with CPF50 or Alfen only.	\$1,260	5.0%	\$1,197.00
ChargePoint	CPCLD-MF-Driver-99	Cloud Connectivity for Multi-Family Home Service	\$0	100%	\$0.00
ChargePoint	CPF Warranty Plans (per port, included automatically in MFH-5)				
ChargePoint	CPF-ASSURE1	1 prepaid year of ChargePoint Assure for CPF station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$150	5.0%	\$142.50
ChargePoint	CPF-ASSURE2	2 prepaid years of ChargePoint Assure for CPF station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$280	5.0%	\$266.00

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price (incl. shipping)
ChargePoint	CPF-ASSURE3	3 prepaid years of ChargePoint Assure for CPF station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$420	5.0%	\$399.00
ChargePoint	CPF-ASSURE4	4 prepaid years of ChargePoint Assure for CPF station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$520	5.0%	\$494.00
ChargePoint	CPF-ASSURE5	5 prepaid years of ChargePoint Assure for CPF station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$600	5.0%	\$570.00
ChargePoint	CPF-ASSURE6	6 prepaid years of ChargePoint Assure for CPF station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$780	5.0%	\$741.00
ChargePoint	CPF-ASSURE7	7 prepaid years of ChargePoint Assure for CPF station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$980	5.0%	\$931.00
ChargePoint	CPF-ASSURE8	8 prepaid years of ChargePoint Assure for CPF station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$1,120	5.0%	\$1,064.00
ChargePoint	CPF-ASSURE9	9 prepaid years of ChargePoint Assure for CPF station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$1,350	5.0%	\$1,282.50
ChargePoint	CPF-ASSURE10	10 prepaid years of ChargePoint Assure for CPF station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$1,600	5.0%	\$1,520.00
ChargePoint	CPF Additional Services				
ChargePoint	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 station port.	\$100	5.0%	\$95.00
ChargePoint	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. One time initial service per site.	\$0	5.0%	\$0.00
ChargePoint	CPF-INSTALLCOMMISSIONING	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. INSTALLVALID is priced per CPF station. A successful Site Validation is a prerequisite to purchase ChargePoint Assure.	\$1,260	5.0%	\$1,197.00
CP6000 Series					
ChargePoint	CP6000 Hardware				
ChargePoint	CP6011X-80A-L7	CP6011, NA, AC Station, 1 x Type 1 Cable, 80A, 1-Phase, 23' Cable, 8' Cable Management Kit, Pedestal Mount, Contactless Credit Card and RFID Reader, Cellular/Wi-Fi, UL, Power Share Jumper, 1YR Parts Warranty	\$7,025	26.0%	\$5,198.50
ChargePoint	CP6021X-80A-L7	CP6021, NA, AC Station, 2 x Type 1 Cable, 80A, 1-Phase, 23' Cable, 8' Cable Management Kit, Pedestal Mount, Contactless Credit Card and RFID Reader, Cellular/Wi-Fi, UL, Power Share Jumper, 1YR Parts Warranty	\$11,100	26.0%	\$8,214.00
ChargePoint	CP6013X-80A-L7	CP6013, NA, AC Station, 1 x Type 1 Cable, 80A, 1-Phase, 23' Cable, 8' Cable Management Kit, Wall Mount, Contactless Credit Card and RFID Reader, Cellular/Wi-Fi, UL, Power Share Jumper, 1YR Parts Warranty	\$7,025	26.0%	\$5,198.50
ChargePoint	CP6023X-80A-L7	CP6023, NA, AC Station, 2 x Type 1 Cable, 80A, 1-Phase, 23' Cable, 8' Cable Management Kit, Wall Mount, Contactless Credit Card and RFID Reader, Cellular/Wi-Fi, UL, Power Share Jumper, 1YR Parts Warranty	\$11,100	26.0%	\$8,214.00
ChargePoint	CP6011B-80A-L5.5	CP6011, NA, AC Station, 1 x Type 1 Cable, Screen, 80A, 1-Phase, 18' Cable, 6' Cable Management Kit, Pedestal Mount, Contactless Credit Card and RFID Reader, Cellular/Wi-Fi, UL, Power Share Jumper, 1YR Parts Warranty	\$7,020	26.0%	\$5,194.80
ChargePoint	CP6011B-80A-L5.5-FHWA	BUY AMERICA FHWA compliant. CP6011, NA, AC Station, 1 x Type 1 Cable, 80A, 1-Phase, 18' Cable, 6' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, Cellular/Wi-Fi, UL, Power Share Jumper, 1YR Parts Warranty	\$9,475	26.0%	\$7,011.78
ChargePoint	CP6021B-80A-L5.5	CP6021, NA, AC Station, 2 x Type 1 Cable, Screen, 80A, 1-Phase, 18' Cable, 6' Cable Management Kit, Pedestal Mount, Contactless Credit Card and RFID Reader, Cellular/Wi-Fi, UL, Power Share Jumper, 1YR Parts Warranty	\$11,100	26.0%	\$8,214.00
ChargePoint	CP6013B-80A-L5.5	CP6013, NA, AC Station, 1 x Type 1 Cable, Screen, 80A, 1-Phase, 18' Cable, 6' Cable Management Kit, Wall Mount, Contactless Credit Card and RFID Reader, Cellular/Wi-Fi, UL, Power Share Jumper, 1YR Parts Warranty	\$7,020	26.0%	\$5,194.80
ChargePoint	CP6023B-80A-L5.5	CP6023, NA, AC Station, 2 x Type 1 Cable, Screen, 80A, 1-Phase, 18' Cable, 6' Cable Management Kit, Wall Mount, Contactless Credit Card and RFID Reader, Cellular/Wi-Fi, UL, Power Share Jumper, 1YR Parts Warranty	\$11,100	26.0%	\$8,214.00

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price (incl. shipping)
ChargePoint	CP6011B-50A-L5.5	CP6011, NA, AC Station, 1 x Type 1 Cable, 50A, 1-Phase, 18' Cable, 6' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, EMV Chip Reader, Cellular/Wi-Fi, UL, Power Share Jumper, 1YR Parts Warranty	\$6,385	26.0%	\$4,724.90
ChargePoint	CP6021B-50A-L5.5	CP6021, NA, AC Station, 2 x Type 1 Cable, 50A, 1-Phase, 18' Cable, 6' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, EMV Chip Reader, Cellular/Wi-Fi, UL, Power Share Jumper, 1YR Parts Warranty	\$10,465	26.0%	\$7,744.10
ChargePoint	CP6013B-50A-L5.5	CP6013, NA, AC Station, 1 x Type 1 Cable, 50A, 1-Phase, 18' Cable, 6' Cable Management Kit, Wall Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, EMV Chip Reader, Cellular/Wi-Fi, UL, Power Share Jumper, 1YR Parts Warranty	\$6,385	26.0%	\$4,724.90
ChargePoint	CP6023B-50A-L5.5	CP6023, NA, AC Station, 2 x Type 1 Cable, 50A, 1-Phase, 18' Cable, 6' Cable Management Kit, Wall Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, EMV Chip Reader, Cellular/Wi-Fi, UL, Power Share Jumper, 1YR Parts Warranty	\$10,465	26.0%	\$7,744.10
ChargePoint	CP6011B-80A-L7	CP6011, NA, AC Station, 1 x Type 1 Cable, 80A, 1-Phase, 23' Cable, 8' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, EMV Chip Reader, Cellular/Wi-Fi, UL, Power Share Jumper, 1YR Parts Warranty	\$7,660	26.0%	\$5,668.40
ChargePoint	CP6021B-80A-L7	CP6021, NA, AC Station, 2 x Type 1 Cable, 80A, 1-Phase, 23' Cable, 8' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, EMV Chip Reader, Cellular/Wi-Fi, UL, Power Share Jumper, 1YR Parts Warranty	\$11,735	26.0%	\$8,683.90
ChargePoint	CP6013B-80A-L7	CP6013, NA, AC Station, 1 x Type 1 Cable, 80A, 1-Phase, 23' Cable, 8' Cable Management Kit, Wall Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, EMV Chip Reader, Cellular/Wi-Fi, UL, Power Share Jumper, 1YR Parts Warranty	\$7,660	26.0%	\$5,668.40
ChargePoint	CP6023B-80A-L7	CP6023, NA, AC Station, 2 x Type 1 Cable, 80A, 1-Phase, 23' Cable, 8' Cable Management Kit, Wall Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, EMV Chip Reader, Cellular/Wi-Fi, UL, Power Share Jumper, 1YR Parts Warranty	\$11,735	26.0%	\$8,683.90
ChargePoint	CP6011B-50A-L7	CP6011, NA, AC Station, 1 x Type 1 Cable, 80A, 1-Phase, 18' Cable, 6' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, EMV Chip Reader, Cellular/Wi-Fi, UL, Power Share Jumper, 1YR Parts Warranty	\$7,025	26.0%	\$5,198.50
ChargePoint	CP6021B-50A-L7	CP6021, NA, AC Station, 2 x Type 1 Cable, 80A, 1-Phase, 18' Cable, 6' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, EMV Chip Reader, Cellular/Wi-Fi, UL, Power Share Jumper, 1YR Parts Warranty	\$11,100	26.0%	\$8,214.00
ChargePoint	CP6013B-50A-L7	CP6013, NA, AC Station, 1 x Type 1 Cable, 80A, 1-Phase, 18' Cable, 6' Cable Management Kit, Wall Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, EMV Chip Reader, Cellular/Wi-Fi, UL, Power Share Jumper, 1YR Parts Warranty	\$7,025	26.0%	\$5,198.50
ChargePoint	CP6023B-50A-L7	CP6023, NA, AC Station, 2 x Type 1 Cable, 80A, 1-Phase, 18' Cable, 6' Cable Management Kit, Wall Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, EMV Chip Reader, Cellular/Wi-Fi, UL, Power Share Jumper, 1YR Parts Warranty	\$11,100	26.0%	\$8,214.00
ChargePoint	CP6011B-80A-L7-CHIP	CP6011, NA, AC Station, 1 x Type 1 Cable, 80A, 1 Phase, 23' Cable, 8' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, EMV Chip Reader, Cellular/WIFI, UL, Power Share Jumper, 1YR Parts Warranty -CALIFORNIA ONLY	\$8,035	26.0%	\$5,945.90
ChargePoint	CP6021B-80A-L7-CHIP	CP6021, NA, AC Station, 2 x Type 1 Cable, 80A, 1 Phase, 23' Cable, 8' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, EMV Chip Reader, Cellular/WIFI, UL, Power Share Jumper, 1YR Parts Warranty -CALIFORNIA ONLY	\$12,110	26.0%	\$8,961.40
ChargePoint	CP6013B-80A-L7-CHIP	CP6013, NA, AC Station, 1 x Type 1 Cable, 80A, 1 Phase, 23' Cable, 8' Cable Management Kit, Wall Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, EMV Chip Reader, Cellular/WIFI, UL, Power Share Jumper, 1YR Parts Warranty -CALIFORNIA ONLY	\$8,035	26.0%	\$5,945.90
ChargePoint	CP6023B-80A-L7-CHIP	CP6023, NA, AC Station, 2 x Type 1 Cable, 80A, 1 Phase, 23' Cable, 8' Cable Management Kit, Wall Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, EMV Chip Reader, Cellular/WIFI, UL, Power Share Jumper, 1YR Parts Warranty -CALIFORNIA ONLY	\$12,110	26.0%	\$8,961.40
ChargePoint	CP6011B-80A-L5.5-CHIP	CP6011, NA, AC Station, 1 x Type 1 Cable, 80A, 1 Phase, 18' Cable, 8' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, EMV Chip Reader, Cellular/WIFI, UL, Power Share Jumper, 1YR Parts Warranty -CALIFORNIA ONLY	\$7,400	26.0%	\$5,476.00

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price (incl. shipping)
ChargePoint	CP6021B-80A-L5.5-CHIP	CP6021, NA, AC Station, 2 x Type 1 Cable, 80A, 1 Phase, 18' Cable, 6' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, EMV Chip Reader, Cellular/WIFI, UL, Power Share Jumper, 1YR Parts Warranty -CALIFORNIA ONLY	\$11,475	26.0%	\$8,491.50
ChargePoint	CP6013B-80A-L5.5-CHIP	CP6013, NA, AC Station, 1 x Type 1 Cable, 80A, 1 Phase, 18' Cable, 6' Cable Management Kit, Wall Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, EMV Chip Reader, Cellular/WIFI, UL, Power Share Jumper, 1YR Parts Warranty -CALIFORNIA ONLY	\$7,400	26.0%	\$5,476.00
ChargePoint	CP6023B-80A-L5.5-CHIP	CP6023, NA, AC Station, 2 x Type 1 Cable, 80A, 1 Phase, 18' Cable, 6' Cable Management Kit, Wall Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, EMV Chip Reader, Cellular/WIFI, UL, Power Share Jumper, 1YR Parts Warranty -CALIFORNIA ONLY	\$11,475	26.0%	\$8,491.50
ChargePoint	CP6011B-50A-L7-CHIP	CP6021, NA, AC Station, 1 x Type 1 Cable, 50A, 1 Phase, 23' Cable, 8' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, EMV Chip Reader, Cellular/WIFI, UL, Power Share Jumper, 1YR Parts Warranty -CALIFORNIA ONLY	\$7,395	26.0%	\$5,472.30
ChargePoint	CP6021B-50A-L7-CHIP	CP6021, NA, AC Station, 2 x Type 1 Cable, 50A, 1 Phase, 23' Cable, 8' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, EMV Chip Reader, Cellular/WIFI, UL, Power Share Jumper, 1YR Parts Warranty -CALIFORNIA ONLY	\$11,475	26.0%	\$8,491.50
ChargePoint	CP6013B-50A-L7-CHIP	CP6013, NA, AC Station, 1 x Type 1 Cable, 50A, 1 Phase, 23' Cable, 8' Cable Management Kit, Wall Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, EMV Chip Reader, Cellular/WIFI, UL, Power Share Jumper, 1YR Parts Warranty -CALIFORNIA ONLY	\$7,395	26.0%	\$5,472.30
ChargePoint	CP6023B-50A-L7-CHIP	CP6023, NA, AC Station, 2 x Type 1 Cable, 50A, 1 Phase, 23' Cable, 8' Cable Management Kit, Wall Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, EMV Chip Reader, Cellular/WIFI, UL, Power Share Jumper, 1YR Parts Warranty -CALIFORNIA ONLY	\$11,475	26.0%	\$8,491.50
ChargePoint	CP6000-CMT-NA	CP6000 Concrete Mounting Template, NA	\$125	26.0%	\$92.50
ChargePoint	CP6000 Networking/Cloud Plans (per port)				
ChargePoint	CPCLD-POWER-1	Prepaid Power Cloud Plan subscription with station management features such as Basic Fleet Vehicle Management, Automatic Software Updates, and basic Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$230	5.0%	\$218.50
ChargePoint	CPCLD-POWER-2	Prepaid Power Cloud Plan subscription with station management features such as Basic Fleet Vehicle Management, Automatic Software Updates, and basic Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$450	5.0%	\$427.50
ChargePoint	CPCLD-POWER-3	Prepaid Power Cloud Plan subscription with station management features such as Basic Fleet Vehicle Management, Automatic Software Updates, and basic Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$660	5.0%	\$627.00
ChargePoint	CPCLD-POWER-4	Prepaid Power Cloud Plan subscription with station management features such as Basic Fleet Vehicle Management, Automatic Software Updates, and basic Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$855	5.0%	\$812.25
ChargePoint	CPCLD-POWER-5	Prepaid Power Cloud Plan subscription with station management features such as Basic Fleet Vehicle Management, Automatic Software Updates, and basic Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$1,035	5.0%	\$983.25
ChargePoint	CPCLD-POWER-10	Prepaid Power Cloud Plan subscription with station management features such as Basic Fleet Vehicle Management, Automatic Software Updates, and basic Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$2,070	5.0%	\$1,966.50
ChargePoint	CPCLD-FLEETENT-1	Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$440	5.0%	\$418.00
ChargePoint	CPCLD-FLEETENT-2	Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$860	5.0%	\$817.00

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price (incl. shipping)
ChargePoint	CPCLD-FLEETENT-3	Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$1,255	5.0%	\$1,192.25
ChargePoint	CPCLD-FLEETENT-4	Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$1,625	5.0%	\$1,543.75
ChargePoint	CPCLD-FLEETENT-5	Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$1,980	5.0%	\$1,881.00
ChargePoint	CPCLD-FLEETENT-6	Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$2,375	5.0%	\$2,256.25
ChargePoint	CPCLD-FLEETENT-7	Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$2,770	5.0%	\$2,631.50
ChargePoint	CPCLD-FLEETENT-8	Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$3,165	5.0%	\$3,006.75
ChargePoint	CPCLD-FLEETENT-9	Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$3,560	5.0%	\$3,382.00
ChargePoint	CPCLD-FLEETENT-10	Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$3,995	5.0%	\$3,795.25
ChargePoint	CPCLD-COMMERCIAL-1	1yr Prepaid Commercial Cloud Plan. Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$345	5.0%	\$327.75
ChargePoint	CPCLD-COMMERCIAL-2	2yr Prepaid Commercial Cloud Plan. Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$675	5.0%	\$641.25

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price (incl. shipping)
ChargePoint	CPCLD-COMMERCIAL-3	3yr Prepaid Commercial Cloud Plan. Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$985	5.0%	\$935.75
ChargePoint	CPCLD-COMMERCIAL-4	4yr Prepaid Commercial Cloud Plan. Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$1,280	5.0%	\$1,216.00
ChargePoint	CPCLD-COMMERCIAL-5	5yr Prepaid Commercial Cloud Plan. Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$1,555	5.0%	\$1,477.25
ChargePoint	CPCLD-COMMERCIAL-6	6yr Prepaid Commercial Cloud Plan. Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$1,865	5.0%	\$1,771.75
ChargePoint	CPCLD-COMMERCIAL-7	7yr Prepaid Commercial Cloud Plan. Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$2,175	5.0%	\$2,066.25
ChargePoint	CPCLD-COMMERCIAL-10	10yr Prepaid Commercial Cloud Plan. Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$3,105	5.0%	\$2,949.75
ChargePoint	CP6000 Warranty Plans (per station)				
ChargePoint	CP6000-ASSURE-1	1 prepaid year of ChargePoint Assure for CP6000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$530	5.0%	\$503.50
ChargePoint	CP6000-ASSURE-2	2 prepaid years of ChargePoint Assure for CP6000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$1,000	5.0%	\$950.00
ChargePoint	CP6000-ASSURE-3	3 prepaid years of ChargePoint Assure for CP6000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$1,410	5.0%	\$1,339.50
ChargePoint	CP6000-ASSURE-4	4 prepaid years of ChargePoint Assure for CP6000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$1,800	5.0%	\$1,710.00
ChargePoint	CP6000-ASSURE-5	5 prepaid years of ChargePoint Assure for CP6000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$2,100	5.0%	\$1,995.00
ChargePoint	CP6000-ASSURE-6	6 prepaid years of ChargePoint Assure for CP6000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$2,700	5.0%	\$2,565.00
ChargePoint	CP6000-ASSURE-7	7 prepaid years of ChargePoint Assure for CP6000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$3,290	5.0%	\$3,125.50
ChargePoint	CP6000-ASSURE-8	8 prepaid years of ChargePoint Assure for CP6000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$4,000	5.0%	\$3,800.00
ChargePoint	CP6000-ASSURE-9	9 prepaid years of ChargePoint Assure for CP6000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$4,770	5.0%	\$4,531.50
ChargePoint	CP6000-ASSURE-10	10 prepaid years of ChargePoint Assure for CP6000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$5,500	5.0%	\$5,225.00

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price (incl. shipping)
ChargePoint	CP6000 Additional Services				
ChargePoint	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	5.0%	\$331.55
ChargePoint	CP6000-INSTALL-COMMISSIONING	Customer works with their own contractor to perform all construction up to the point where the stations can be bolted down and connected. ChargePoint will then engage an authorized ChargePoint Partner to install the station on the prepared site and commission the station. This includes validating that the electrical capacity, transformers, panels, breakers, wiring, cellular coverage and station installation all meet ChargePoint published requirements and local codes. Upon successful commissioning, the customer will be eligible to obtain warranty coverage under a ChargePoint Maintenance plan, sold separately. Priced per CP6000 station.	\$1,260	5.0%	\$1,197.00
ChargePoint Spare Parts					
ChargePoint	CPF50-CMK8	CPF50 Cord Management Kit, 8'	\$1,405	5.0%	\$1,334.75
ChargePoint	CT4000-CMK6	CT4000 Cord Management Kit 6'	\$775	5.0%	\$736.25
ChargePoint	CT4000-CMK-F	CT4000 Cord Management Kit 6'	\$1,570	5.0%	\$1,491.50
ChargePoint	CT4001-MNT-F	CT4001 Floor Mounting Kit	\$455	5.0%	\$432.25
ChargePoint	CT4003-BD	CT4003 Wall Mount Body	\$1,035	5.0%	\$983.25
ChargePoint	CT4003-CMKMNT-F	CT4003 CMK to Wall Mounting Kit	\$405	5.0%	\$384.75
ChargePoint	CT4010-HD2-GW1-F	CT4000 Single Output Gateway head, Field Replaceable Unit	\$3,290	5.0%	\$3,125.50
ChargePoint	CT4010-HD2-GW-LTE	CT4010, Gateway Head, LTE, NA, Single Output, 18' Cable	\$3,020	5.0%	\$2,869.00
ChargePoint					
ChargePoint Card Packages					
ChargePoint	CT1000-CPCMF-CPFL00K	The ChargePoint RFID Fleet Card Kit includes 10 RFID 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 RFID Fleet Cards can be used at stations owned by the organization or public ChargePoint stations.	\$80	5.0%	\$76.00
ChargePoint	CT1000-CPCMF-CNCP00K	ChargePoint Cards in Mailing Folders -Key Fob Size. Purchase in multiples of 25 kits. 1 card per mailing folder.	\$8	5.0%	\$7.60
ChargePoint	RFID-FLEET-250-NA-NST-CP	RFID Fleet Cards, 250 Cards, NA, No sticker, CP	\$1,750	5.0%	\$1,662.50
Processing fee					
ChargePoint	Processing fee	Per transaction	10%		
ENEL-X WAY					
Enel-X Way	JuiceBox Commercial Hardware - All Base Models come with WiFi, BT, QR Code, RFID, and OCPP				
Enel-X Way	2JBO321CNA-PJWR-300	JuiceBox Pro 32A Plug-In Base	\$1,199	15.0%	\$1,019.15
Enel-X Way	2JBO321CNA-HJWR-300	JuiceBox Pro 32A Hardwire Base	\$1,119	15.0%	\$951.15
Enel-X Way	2JBO321CNA-PJCR-300	JuiceBox Pro 32 (Cellular) Plug-In Base	\$1,639	15.0%	\$1,393.15
Enel-X Way	2JBO321CNA-HJCR-300	JuiceBox Pro 32 (Cellular) Hardwired Base	\$1,659	15.0%	\$1,410.15
Enel-X Way	2JBO401CNA-PJWR-300	JuiceBox Pro 40A Plug-In Base	\$1,249	15.0%	\$1,061.65
Enel-X Way	2JBO401CNA-HJWR-300	JuiceBox Pro 40A Hardwire Base	\$1,269	15.0%	\$1,078.65
Enel-X Way	2JBO401CNA-PJCR-300	JuiceBox Pro 40A (Cellular) Plug-In Base	\$1,689	15.0%	\$1,435.65
Enel-X Way	2JBO401CNA-HJCR-300	JuiceBox Pro 40A (Cellular) Hardwire Base	\$1,709	15.0%	\$1,452.65
Enel-X Way	2JBO481CNA-HKWR-300	JuiceBox Pro 48A Hardwire Base	\$1,399	15.0%	\$1,189.15
Enel-X Way	2JBO481CNA-HKCR-300	JuiceBox Pro 48A (Cellular) Hardwired Base	\$1,739	15.0%	\$1,478.15
Enel-X Way	2JBO801CNA-HBWR-348	JuiceBox Pro 80A Hardwire Base	\$1,659	15.0%	\$1,410.15
Enel-X Way	2JBO801CNA-HBCR-200	JuiceBox Pro 80A (Cellular) Hardwire Base	\$2,099	15.0%	\$1,784.15
Enel-X Way	910-000015	JuiceStand Pro (standalone, quote w/ 1-2 JuiceBoxes), no cord management	\$649	15.0%	\$551.65
Enel-X Way	153-000255	JuicePass RFID Card US 10 Card Pack Commerical	\$39	15.0%	\$33.15
Enel-X Way	153-000256	JuicePass RFID Card US 25 Card Pack Commerical	\$95	15.0%	\$80.75
Enel-X Way	153-000257	JuicePass RFID Card US 100 Card Pack Commerical	\$349	15.0%	\$296.65
Enel-X Way	UPT-CAS-KVx	Credit Card Reader for the JuicePedestal (Verizon - requires Data Plan 1G)	\$899	15.0%	\$764.15
Enel-X Way	UPT-CAS-Kax	Credit Card Reader for the JuicePedestal (AT&T requires Data Plan 1G)	\$899	15.0%	\$764.15
Enel-X Way	910-000016	UPT (Un-attendant payment terminal; 1GB data plan separate)	\$600	15.0%	\$510.00
Enel-X Way	JuicePedestal Commercial Hardware- All Base Models come with 2 JuiceBoxes installed and cord management				

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price (incl. shipping)
Enel-X Way	2PSX321CNA-HJWR-340	JuicePedestal S (Stainless Steel) Pro 32A Base	\$6,519	13.00%	\$5,671.53
Enel-X Way	2PSX321CNA-HJCR-328	JuicePedestal S (Stainless Steel) Pro 32A Cellular	\$7,119	13.00%	\$6,193.53
Enel-X Way	2PSX401CNA-HJWR-340	JuicePedestal S (Stainless Steel) Pro 40A Base	\$6,569	13.00%	\$5,715.03
Enel-X Way	2PSX401CNA-HJCR-328	JuicePedestal S (Stainless Steel) Pro 40A Cellular	\$7,209	13.00%	\$6,271.83
Enel-X Way	2PSX481CNA-HKWR-340	JuicePedestal S (Stainless Steel) Pro 48A Base	\$6,689	13.00%	\$5,819.43
Enel-X Way	2PSX481CNA-HKCR-328	JuicePedestal S (Stainless Steel) Pro 48A Cellular	\$7,329	13.00%	\$6,376.23
Enel-X Way	2PSX801CNA-HBWR-340	JuicePedestal S (Stainless Steel) Pro 80A Base	\$7,079	13.00%	\$6,158.73
Enel-X Way	2PSX801CNA-HBCR-328	JuicePedestal S (Stainless Steel) Pro 80A Cellular	\$7,689	13.00%	\$6,689.43
Enel-X Way	Data Plans for JuiceRouter/JuicePedestal (UPT)/JuicePump/JuiceBox Pro Cellular (250MG)				
Enel-X Way	DPL-250MxA-001	JuiceBox Cellular Data Plan, 1-Year (250MB)	\$100	0.1%	\$99.90
Enel-X Way	DPL-250MxA-003	JuiceBox Cellular Data Plan, 3-Year (250MB)	\$300	0.1%	\$299.70
Enel-X Way	DPL-250MxA-005	JuiceBox Cellular Data Plan, 5-Year (250MB)	\$500	0.1%	\$499.50
Enel-X Way	DPL-001GxA-001	JuiceRouter Data Plan, 1-Year (1 GB)	\$300	0.1%	\$299.70
Enel-X Way	DPL-001GxA-003	JuiceRouter Data Plan, 3-Year (1 GB)	\$900	0.1%	\$899.10
Enel-X Way	DPL-001GxA-005	JuiceRouter Data Plan, 5-Year (1 GB)	\$1,500	0.1%	\$1,498.50
Enel-X Way	Standard Parts-only Warranty Extension - All Enel X Hardware includes a standard, 2- or 3-year, Parts Only Warranty. Extension provides 5-year coverage				
Enel-X Way	EXT-JBPxBx-002	JuiceBox Pro Base Warranty Extension, 2-Year	\$61	0.1%	\$60.94
Enel-X Way	EXT-JBPxCx-002	JuiceBox Pro (Cellular) Warranty Extension, 2-Year	\$85	0.1%	\$84.92
Enel-X Way	EXT-PEDxBx-002	JuicePedestal Base Warranty Extension, 2-year	\$220	0.1%	\$219.78
Enel-X Way	EXT-PEDxCx-002	JuicePedestal (Cellular) Warranty Extension, 2-year	\$268	0.1%	\$267.73
Enel-X Way	EXT-JSPxxx-002	JuiceStand Pro Warranty Extension, 2-year	\$9	0.1%	\$8.99
Enel-X Way	EXT-JRxxx-002	JuiceRouter Warranty Extension, 2-year	\$85	0.1%	\$84.92
Enel-X Way	Operations & Maintenance Plan - Enel X standard warranty is Parts Only, O&M includes Labor and Service Fees				
Enel-X Way	OMP-JBPxBx-003	JuiceBox Pro Base, 3-year	\$439	0.1%	\$438.56
Enel-X Way	OMP-JBPxBx-005	JuiceBox Pro Base, 5-year	\$799	0.1%	\$798.20
Enel-X Way	OMP-JBPxCx-003	JuiceBox Pro Base (Cellular), 3-year	\$469	0.1%	\$468.53
Enel-X Way	OMP-JBPxCx-005	JuiceBox Pro Base (Cellular), 5-year	\$839	0.1%	\$838.16
Enel-X Way	OMP-PEDxBx-003	JuicePedestal Base, 3-year	\$1,489	0.1%	\$1,487.51
Enel-X Way	OMP-PEDxBx-005	JuicePedestal Base, 5-year	\$2,709	0.1%	\$2,706.29
Enel-X Way	OMP-PEDxCx-003	JuicePedestal (Cellular), 3-year	\$1,529	0.1%	\$1,527.47
Enel-X Way	OMP-PEDxCx-005	JuicePedestal (Cellular), 5-year	\$2,789	0.1%	\$2,786.21
Enel-X Way	Processing fee				
Enel-X Way	Processing fee	Per transaction	2.9% + \$0.30/swipe		
JUICEBAR - Made in the USA					
Juicebar	Hardware				
Juicebar	JB3.0-321	Single Port, 32A, 18' Cable	\$5,610	13.0%	\$4,880.70
Juicebar	JB3.0-322	Dual Port, 32A, 18' Cable	\$6,325	13.0%	\$5,502.75
Juicebar	JB3.0-401	Single Port, 40A, 18' cable	\$6,272	13.0%	\$5,456.64
Juicebar	JB3.0-402	Dual Port, 40A, 18' cable	\$7,076	13.0%	\$6,156.12
Juicebar	JB3.0-481	Single Port, 48A, 18' cable	\$6,832	13.0%	\$5,943.84
Juicebar	JB3.0-482	Dual Port, 48A, 18' cable	\$7,636	13.0%	\$6,643.32
Juicebar	JB3.0-801	Single Port, 80A, 9' cable	\$7,392	13.0%	\$6,431.04
Juicebar	Mounting				
Juicebar	JB3.0-WB-601	Wall-mount bracket	\$100	0.1%	\$99.90
Juicebar	JB3.0-PD-600	Pedestal for ground-mount	\$250	0.1%	\$249.75
Juicebar	Custom Cables				
Juicebar	32, 40, 48 Amp	32,40,48 AMP Custom Cables Length Options: 9ft min-22ft max	\$500	0.1%	\$499.50
Juicebar	80A	80 AMP Custom Cables Length Options - 9ft min-18ft max	\$500	0.1%	\$499.50
Juicebar	Branding				
Juicebar	JB-FULLWRAP-BRAND	Full wrap skin and branding	\$750	0.1%	\$749.25
Juicebar	JB-FULLWRAPSKIN	Full wrap skin	\$400	0.1%	\$399.60

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price (incl. shipping)
Juicebar	JB-DECAL	Corner decal	\$200	0.1%	\$199.80
Juicebar	Extended Warranties (Parts Only)				
Juicebar	JB-WARRANTY-3YR	Optional additional JuiceBar parts warranty for two years (after one year standard)	\$999	0.1%	\$998.00
Juicebar	JB-WARRANTY-5YR	Optional additional JuiceBar parts warranty for four years (after one year standard)	\$1,920	0.1%	\$1,918.08
Juicebar	Shipping				
Juicebar	Juicebar Shipping	Shipping per Juicebar unit	\$320	0.1%	\$319.68
Juicebar	activateEV Juicebar Networking Plan				
Juicebar	JB-ACTIVATEEV-1YR	Operations and Troubleshooting, Access Rules and Visibility, User Management, Payments and Billing, Smart Energy Management Reporting and Analytics	\$360	0.1%	\$359.64
Juicebar	JB-ACTIVATEEV-2YR	Operations and Troubleshooting, Access Rules and Visibility, User Management, Payments and Billing, Smart Energy Management Reporting and Analytics	\$720	0.1%	\$719.28
Juicebar	JB-ACTIVATEEV-3YR	Operations and Troubleshooting, Access Rules and Visibility, User Management, Payments and Billing, Smart Energy Management Reporting and Analytics	\$972	0.1%	\$971.03
Juicebar	JB-ACTIVATEEV-4YR	Operations and Troubleshooting, Access Rules and Visibility, User Management, Payments and Billing, Smart Energy Management Reporting and Analytics	\$1,296	0.1%	\$1,294.70
Juicebar	JB-ACTIVATEEV-5YR	Operations and Troubleshooting, Access Rules and Visibility, User Management, Payments and Billing, Smart Energy Management Reporting and Analytics	\$1,440	0.1%	\$1,438.56
Juicebar	JB-ACTIVATEEV-ACTIVATION	Activation per port	\$50	0.1%	\$49.95
Juicebar	Transaction fee	Per transaction	10%		
	Other Networking Plans				
	EVConnect	See EVConnect tab			
WEBASTO					
Webasto	Hardware				
Webasto	TurboDX-16-15	TurboDX, 16A output, 15' cable	\$359	7.0%	\$333.87
Webasto	TurboDX-16-25	TurboDX, 16A output, 25' cable	\$379	7.0%	\$352.47
Webasto	TurboDX-32-15	TurboDX, 32A output, 15' cable	\$539	7.0%	\$501.27
Webasto	TurboDX Pedestal Kit	Pedestal kit for TurboDX	\$499	7.0%	\$464.07
Webasto	TurboDX-32-25	TurboDX, 32A output, 25' cable	\$599	1.0%	\$593.01
Webasto	WebastoGo	Webasto Go, Dual Voltage, 12A (5-15) / 32A (14-50) Dual Voltage, Portable Cord Set	\$549	7.0%	\$510.57
Webasto	TurboConnect	48A OCCP 1.6J network capable, 20' cable	\$800	7.0%	\$744.00
	EV CONNECT (available for Juicebar)				
EV Connect	Level 2 Networking Plans				
EV Connect	EVC-MF-1YR	EVC L2 Multifamily Charge Station Management System, 1 year term per L2 port	\$289	5.0%	\$274.55
EV Connect	EVC-MF-2YR	EVC L2 Multifamily Charge Station Management System, 2 year term per L2 port	\$578	5.0%	\$549.10
EV Connect	EVC-MF-3YR	EVC L2 Multifamily Charge Station Management System, 3 year term per L2 port	\$867	5.0%	\$823.65
EV Connect	EVC-MF-4YR	EVC L2 Multifamily Charge Station Management System, 4 year term per L2 port	\$1,156	5.0%	\$1,098.20
EV Connect	EVC-MF-5YR	EVC L2 Multifamily Charge Station Management System, 5 year term per L2 port	\$1,445	5.0%	\$1,372.75
EV Connect	EVC-OPERATE-L2-1YR	EVC L2 Operate Charge Station Management System, 1 year term per L2 port	\$250	5.0%	\$237.50
EV Connect	EVC-OPERATE-L2-2YR	EVC L2 Operate Charge Station Management System, 2 year term per L2 port	\$500	5.0%	\$475.00
EV Connect	EVC-OPERATE-L2-3YR	EVC L2 Operate Charge Station Management System, 3 year term per L2 port	\$675	5.0%	\$641.25
EV Connect	EVC-OPERATE-L2-4YR	EVC L2 Operate Charge Station Management System, 4 year term per L2 port	\$900	5.0%	\$855.00
EV Connect	EVC-OPERATE-L2-5YR	EVC L2 Operate Charge Station Management System, 5 year term per L2 port	\$1,075	5.0%	\$1,021.25
EV Connect	EVC-OPTIMIZE-L2-1YR	EVC L2 Optimize Charge Station Management System, 1 year term per L2 port	\$400	5.0%	\$380.00
EV Connect	EVC-OPTIMIZE-L2-2YR	EVC L2 Optimize Charge Station Management System, 2 year term per L2 port	\$858	5.0%	\$815.10
EV Connect	EVC-OPTIMIZE-L2-3YR	EVC L2 Optimize Charge Station Management System, 3 year term per L2 port	\$1,155	5.0%	\$1,097.25
EV Connect	EVC-OPTIMIZE-L2-4YR	EVC L2 Optimize Charge Station Management System, 4 year term per L2 port	\$1,540	5.0%	\$1,463.00
EV Connect	EVC-OPTIMIZE-L2-5YR	EVC L2 Optimize Charge Station Management System, 5 year term per L2 port	\$1,825	5.0%	\$1,733.75
EV Connect	EVC-L2-1YR-FLEET-ADD-ON	EVC Fleet Add-On For Level 2 Units	\$29	5.0%	\$27.55
EV Connect	EVC-L2-2YR-FLEET-ADD-ON	EVC Fleet Add-On For Level 2 Units	\$58	5.0%	\$55.10
EV Connect	EVC-L2-3YR-FLEET-ADD-ON	EVC Fleet Add-On For Level 2 Units	\$87	5.0%	\$82.65

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price (incl. shipping)
EV Connect	EVC-L2-4YR-FLEET-ADD-ON	EVC Fleet Add-On For Level 2 Units	\$116	5.0%	\$110.20
EV Connect	EVC-L2-5YR-FLEET-ADD-ON	EVC Fleet Add-On For Level 2 Units	\$145	5.0%	\$137.75
EV Connect	Activation				
EV Connect	EVC-ACTIVATE	EVConnect Activation Charge per site, free if term is 3 years or more	\$395	5.0%	\$375.25
EV Connect	Extended Warranties				
EV Connect	EVC-SHEILD	PENDING	TBD		
EV Connect	Processing fee				
EV Connect	Processing fee	Per transaction	4% + \$0.25/swipe		
CHARGERHELP! Reliability As A Service					
ChargerHelp!	Level 2 Reliability As A Service				
ChargerHelp!	CH-2daySLA-L2-RaaS-2YR	ChargerHelp Reliability As A Service O&M Labor, 2-day SLA for L2 units, 2 year term	\$960	5.0%	\$912.00
ChargerHelp!	CH-2daySLA-L2-RaaS-3YR	ChargerHelp Reliability As A Service O&M Labor, 2-day SLA for L2 units, 3 year term	\$1,332	5.0%	\$1,265.40
ChargerHelp!	CH-2daySLA-L2-RaaS-5YR	ChargerHelp Reliability As A Service O&M Labor, 2-day SLA for L2 units, 5 year term	\$2,220	5.0%	\$2,109.00
ChargerHelp!	CH-3daySLA-L2-RaaS-2YR	ChargerHelp Reliability As A Service O&M Labor, 3-day SLA for L2 units, 2 year term	\$840	5.0%	\$798.00
ChargerHelp!	CH-3daySLA-L2-RaaS-3YR	ChargerHelp Reliability As A Service O&M Labor, 3-day SLA for L2 units, 3 year term	\$936	5.0%	\$889.20
ChargerHelp!	CH-3daySLA-L2-RaaS-5YR	ChargerHelp Reliability As A Service O&M Labor, 3-day SLA for L2 units, 5 year term	\$1,980	5.0%	\$1,881.00
ChargerHelp!	CH-5daySLA-L2-RaaS-2YR	ChargerHelp Reliability As A Service O&M Labor, 5-day SLA for L2 units, 2 year term	\$792	5.0%	\$752.40
ChargerHelp!	CH-5daySLA-L2-RaaS-3YR	ChargerHelp Reliability As A Service O&M Labor, 5-day SLA for L2 units, 3 year term	\$1,080	5.0%	\$1,026.00
ChargerHelp!	CH-5daySLA-L2-RaaS-5YR	ChargerHelp Reliability As A Service O&M Labor, 5-day SLA for L2 units, 5 year term	\$1,800	5.0%	\$1,710.00
ChargerHelp!	L2 Add-On Services				
ChargerHelp!	CH-RaaS-COMMISSIONING-L2	Commissioning of L2 station in conjunction with RaaS	\$75	5.0%	\$71.25
ChargerHelp!	CH-RaaS-INSTALL-L2	Installation of L2 station in conjunction with RaaS	\$250	5.0%	\$237.50
ChargerHelp!	CH-RaaS-SIGNALTEST-L2	Cell signal testing of L2 station in conjunction with RaaS	\$95	5.0%	\$90.25
ChargerHelp!	CH-RaaS-VANDALISM-L2	Additional vandalism labor coverage of L2 station in conjunction with RaaS (max 2 events/year)	\$5	5.0%	\$4.75
ChargerHelp!	CH-RaaS-PM-L2-#	Preventative maintenance - request quote at sales@chargerhelp.com	Custom	5.0%	Custom

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price
CHARGEPOINT					
CPE Series					
	CPE280 Hardware				
ChargePoint	CPE280-800-NA-3A1S1-3A1S1	ChargePoint Express 280 Station, NA, DC Station, 80kW, 2 x CCS1 250A 4.5m cable, 2 x Power Modules, 2.4m Cable management kit, ChargePoint Signage, 254mm (10") Touch Display, Contactless credit card and RFID reader, Cellular/Wifi, UL Listed, 1 year Parts Warranty	\$55,250	12%	\$48,620.00
ChargePoint	CPE280-800-NA-3A1S1-3A1S1-FTA	ChargePoint Express 280 Station, NA, DC Station, 80kW, 2 x CCS1 250A 4.5m cable, 2 x Power Modules, 2.4m Cable management kit, ChargePoint Signage, 254mm (10") Touch Display, Contactless credit card and RFID reader, Cellular/Wifi, UL Listed, FTA Buy America Compliant, 1 year Parts Warranty	\$55,250	12%	\$48,620.00
ChargePoint	CPE280-800-NA-3A1S1-1A3S1	ChargePoint Express 280 Station, NA, DC Station, 80kW, 1 x CCS1 250A 4.5m cable, 1x CHAdeMO 140A 4.5m cable, 2 x Power Modules, 2.4m Cable management kit, ChargePoint Signage, 254mm (10") Touch Display, Contactless credit card and RFID reader, Cellular/Wifi, UL Listed, 1 year Parts Warranty.	\$55,250	12%	\$48,620.00
ChargePoint	CPE280-800-NA-3A1S1-1A3S1-FTA	ChargePoint Express 280 Station, NA, DC Station, 80kW, 1 x CCS1 250A 4.5m cable, 1x CHAdeMO 140A 4.5m cable, 2 x Power Modules, 2.4m Cable management kit, ChargePoint Signage, 254mm (10") Touch Display, Contactless credit card and RFID reader, Cellular/Wifi, UL Listed, FTA Buy America Compliant, 1 year Parts Warranty	\$55,250	12%	\$48,620.00
ChargePoint	CPE280-800-NA-3A1S1	ChargePoint Express 280 Station, NA, DC Station, 80kW, 1 x CCS1 250A 4.5m cable, 2 x Power Modules, 2.4m Cable management kit, ChargePoint Signage, 254mm (10") Touch Display, Contactless credit card and RFID reader, Cellular/Wifi, UL Listed, 1 year Parts Warranty	\$52,500	12%	\$46,200.00
ChargePoint	CPE280-800-NA-3A1S1-FTA	ChargePoint Express 280 Station, NA, DC Station, 80kW, 1 x CCS1 250A 4.5m cable, 2 x Power Modules, 2.4m Cable management kit, ChargePoint Signage, 254mm (10") Touch Display, Contactless credit card and RFID reader, Cellular/Wifi, UL Listed, FTA Buy America Compliant, 1 year Parts Warranty	\$52,500	12%	\$46,200.00
ChargePoint	CPE280- COMMISSIONING	This service includes on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage so that the station meets all ChargePoint and local code requirements. In addition to verifying and testing the installation, Commissioning also ensures the station is connected to the ChargePoint network, completing software updates and pairing configuration if applicable. In parallel, the ChargePoint Activations team will configure the station and apply policies according to the customer's specifications. A final Commissioning Report will be provided to the customer. Note that if Commissioning cannot be performed due to site or installation deficiencies for which ChargePoint is not responsible, the customer will incur a rescheduling fee to cover redeployment costs. Priced per Express CPE280 station.	\$900	5%	\$855.00
ChargePoint	CPE280-INSTALL-COMMISSIONING	This service includes both the installation and Commissioning of the Express CPE280 charging station. Customers must work with their contractor to perform all construction (the "make ready") up to the point where stations can be bolted down and connected. ChargePoint will then perform the on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage so that they meet all ChargePoint and local code requirements, then install and commission the station. Before installation can begin, ChargePoint requires the customer's 'make ready' contractor to submit evidence of adherence to ChargePoint's standards and specifications. In addition to verifying and testing the installation, Commissioning also ensures the station is connected to the ChargePoint network, completing software updates and pairing configuration if applicable. In parallel, the ChargePoint Activations team will configure the station and apply policies according to the customer's specifications. A final Commissioning Report will be provided to the customer. Note that if Commissioning cannot be performed due to site or installation deficiencies for which ChargePoint is not responsible, the customer will incur a rescheduling fee to cover redeployment costs. Priced per Express CPE280 station.	\$4,400	5%	\$4,180.00
ChargePoint	CPE250 Hardware				
ChargePoint	CPE250C-625-CCS1-200A-CHD	ChargePoint Express 250 Station (62.5 kW) - includes Express 250 Station, 2x Power Modules, 1x CCS1 200A cable, 1x CHAdeMO cable, North America Modem/SIM, cUL and UL listed, requires DC-UNIVERSAL-CMT-METRIC. Includes liquid-cooled CCS cable required for pairing.	\$52,000	12%	\$45,760.00
ChargePoint	CPE250C-625-CCS1-200A-CHD-FTA	ChargePoint Express 250 Station (62.5 kW) - includes Express 250 Station, 2x Power Modules, 1x CCS1 200A cable, 1x CHAdeMO cable, North America Modem/SIM, cUL and UL listed, requires DC-UNIVERSAL-CMT-METRIC. Buy America compliant.	\$58,495	12%	\$51,475.60
ChargePoint	CPE250C-625-CCS1-200A-FTA	ChargePoint Express 250 Station (62.5 kW) - includes Express 250 Station, 2x Power Modules, 1x CCS1 200A cable, 1x CHAdeMO cable, North America Modem/SIM, cUL and UL listed, requires DC-UNIVERSAL-CMT-METRIC. Includes liquid-cooled CCS cable required for pairing. Buy America compliant.	\$58,495	12%	\$51,475.60

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price
ChargePoint	CPE250C-625-CCS1-200A-CHD-FHWA	BUY AMERICA FHWA compliant. ChargePoint Express 250 Station (62.5 kW) - includes Express 250 Station, 2x Power Modules, 1x CCS1 200A cable, 1x CHAdeMO cable, North America Modem/SIM, cUL and UL listed	\$59,770	12%	\$52,597.60
ChargePoint	CPE250C-625-CCS1-200A-FHWA	BUY AMERICA FHWA compliant. CP Express 250 Station (62.5 kW) -includes Express 250 Station, 2x Power Modules, 1x 200A CCS1 cable, North America Modem/SIM, cUL and UL listed.	\$59,770	12%	\$52,597.60
ChargePoint	CPE250C-625-CCS1-200A-CHIP	ChargePoint Express 250 Station (62.5 kW) -includes Express 250 Station, 2x Power Modules, 1x CCS1 200A cable, North America Modem/SIM, cUL and UL listed, requires UNIVERSAL-CMT-METRIC, not included. Includes integrated EMV Chip Reader terminal. -FOR USE IN CALIFORNIA	\$54,520	12%	\$47,977.60
ChargePoint	CPE250C-625-CCS1-200A-CHD-CHIP	ChargePoint Express 250 Station (62.5 kW) -includes Express 250 Station, 2x Power Modules, 1x CCS1 200A cable, 1x CHAdeMO cable, North America Modem/SIM, cUL and UL listed, requires UNIVERSAL-CMT-METRIC, not included. Includes integrated EMV Chip Reader terminal. FOR USE IN CALIFORNIA	\$54,520	12%	\$47,977.60
ChargePoint	DC-UNIVERSAL-CMT-METRIC	Concrete Mounting Template used for the base mounting for the CPE250 and Express Plus Stations and is used to align conduits and mounting bolts. This template is to be installed into the foundation before the concrete pad is poured. Metric Units. Included with the CPE250. Required for CPE200 swap to CPE250. If replacement CMT is needed, order CPE250-CMT-METRIC-RP	\$0	12%	\$0.00
ChargePoint	DC-UNIVERSAL-CMT-METRIC-FHWA	Concrete Mounting Template used for the base mounting for the CPE250 and Express Plus Stations and is used to align conduits and mounting bolts. This template is to be installed into the foundation before the concrete pad is poured. Metric Units. Included with the CPE250. Required for CPE200 swap to CPE250. If replacement CMT is needed, order CPE250-CMT-METRIC-RP. Buy America compliant	\$0	12%	\$0.00
ChargePoint	CPE250-PAIRINGKIT-F	The kit required for each CPE250 station that is to be installed in a paired configuration.	\$640	12%	\$563.20
ChargePoint	CPE250-TOOLKIT-F	CPE250 Tool Kit	\$0	12%	\$0.00
ChargePoint	CPE250-SCEK-H2	The CPE250-SCEK-H2 provides access to the CPE250 for above ground conduit installations. Includes base and replacement panels.	\$4,650	12%	\$4,092.00
ChargePoint	CPE250-Adapter	Adapter that allows a CPE250 to be installed on a concrete base/pad designed for CPE200, Black	\$1,025	12%	\$902.00
ChargePoint	CPE250-CMT-METRIC-RP	Concrete Mounting Template used for the base mounting for the CPE250 and Express Plus Stations and is used to align conduits and mounting bolts. This template is to be installed into the foundation before the concrete pad is poured. Imperial Units (feet and inches).. Included with the CPE250. Required for CPE200 swap to CPE250. If replacement CMT is needed, order CPE250-CMT-IMPERIAL-RP	\$865	12%	\$761.20
ChargePoint	CHARGEPOINT-SKID-MOUNT	eSkid Platform for Paired Express 250. eSkid hardware only, does not include ChargePoint Stations.	\$15,000	12%	\$13,200.00
ChargePoint	CPE Series Networking/Cloud Plans (per active port)				
ChargePoint	CPCLD-ENTERPRISE-DC-1	1yr Prepaid Enterprise Cloud Plan. Prepaid Enterprise Cloud Plan subscription with advanced station management features such as: Station Activation, Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$1,200	5%	\$1,140.00
ChargePoint	CPCLD-ENTERPRISE-DC-2	2yr Prepaid Enterprise Cloud Plan. Prepaid Enterprise Cloud Plan subscription with advanced station management features such as: Station Activation, Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$2,340	5%	\$2,223.00
ChargePoint	CPCLD-ENTERPRISE-DC-3	3yr Prepaid Enterprise Cloud Plan. Prepaid Enterprise Cloud Plan subscription with advanced station management features such as: Station Activation, Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$3,420	5%	\$3,249.00

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price
ChargePoint	CPCLD-ENTERPRISE-DC-4	4yr Prepaid Enterprise Cloud Plan. Prepaid Enterprise Cloud Plan subscription with advanced station management features such as: Station Activation, Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$4,440	5%	\$4,218.00
ChargePoint	CPCLD-ENTERPRISE-DC-5	5yr Prepaid Enterprise Cloud Plan. Prepaid Enterprise Cloud Plan subscription with advanced station management features such as: Station Activation, Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$5,400	5%	\$5,130.00
ChargePoint	CPCLD-ENTERPRISE-DC-6	6yr Prepaid Enterprise Cloud Plan. Prepaid Enterprise Cloud Plan subscription with advanced station management features such as: Station Activation, Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$6,475	5%	\$6,151.25
ChargePoint	CPCLD-ENTERPRISE-DC-7	7yr Prepaid Enterprise Cloud Plan. Prepaid Enterprise Cloud Plan subscription with advanced station management features such as: Station Activation, Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$7,555	5%	\$7,177.25
ChargePoint	CPCLD-ENTERPRISE-DC-8	8yr Prepaid Enterprise Cloud Plan. Prepaid Enterprise Cloud Plan subscription with advanced station management features such as: Station Activation, Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$8,635	5%	\$8,203.25
ChargePoint	CPCLD-ENTERPRISE-DC-9	9yr Prepaid Enterprise Cloud Plan. Prepaid Enterprise Cloud Plan subscription with advanced station management features such as: Station Activation, Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$9,715	5%	\$9,229.25
ChargePoint	CPCLD-ENTERPRISE-DC-10	10yr Prepaid Enterprise Cloud Plan. Prepaid Enterprise Cloud Plan subscription with advanced station management features such as: Station Activation, Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$10,795	5%	\$10,255.25
ChargePoint	CPCLD-COMMERCIAL-DC-1	1yr Prepaid, DC, Commercial Cloud 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). - REQUIRES PRE-APPROVAL	\$870	5%	\$826.50
ChargePoint	CPCLD-COMMERCIAL-DC-2	2yr Prepaid, DC, Commercial Cloud 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). - REQUIRES PRE-APPROVAL	\$1,700	5%	\$1,615.00

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price
ChargePoint	CPCLD-COMMERCIAL-DC-3	3yr Prepaid, DC, Commercial Cloud 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). - REQUIRES PRE-APPROVAL	\$2,480	5%	\$2,356.00
ChargePoint	CPCLD-COMMERCIAL-DC-4	4yr Prepaid, DC, Commercial Cloud 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). - REQUIRES PRE-APPROVAL	\$3,220	5%	\$3,059.00
ChargePoint	CPCLD-COMMERCIAL-DC-5	5yr Prepaid, DC, Commercial Cloud 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). - REQUIRES PRE-APPROVAL	\$3,915	5%	\$3,719.25
ChargePoint	CPCLD-COMMERCIAL-DC-6	6yr Prepaid, DC, Commercial Cloud 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). - REQUIRES PRE-APPROVAL	\$4,700	5%	\$4,465.00
ChargePoint	CPCLD-COMMERCIAL-DC-7	7yr Prepaid, DC, Commercial Cloud 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). - REQUIRES PRE-APPROVAL	\$5,485	5%	\$5,210.75
ChargePoint	CPCLD-COMMERCIAL-DC-8	8yr Prepaid, DC, Commercial Cloud 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). - REQUIRES PRE-APPROVAL	\$6,265	5%	\$5,951.75
ChargePoint	CPCLD-COMMERCIAL-DC-9	9yr Prepaid, DC, Commercial Cloud 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). - REQUIRES PRE-APPROVAL	\$7,050	5%	\$6,697.50
ChargePoint	CPCLD-COMMERCIAL-DC-10	10yr Prepaid, DC, Commercial Cloud 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). - REQUIRES PRE-APPROVAL	\$7,830	5%	\$7,438.50
ChargePoint	CPE Warranty Plans				
ChargePoint	CPE280-ASSURE-1	1 prepaid year of ChargePoint Assure for CPE280 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$3,630	5%	\$3,448.50
ChargePoint	CPE280-ASSURE-2	2 prepaid years of ChargePoint Assure for CPE280 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$6,960	5%	\$6,612.00
ChargePoint	CPE280-ASSURE-3	3 prepaid years of ChargePoint Assure for CPE280 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$10,010	5%	\$9,509.50
ChargePoint	CPE280-ASSURE-4	4 prepaid years of ChargePoint Assure for CPE280 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$12,760	5%	\$12,122.00
ChargePoint	CPE280-ASSURE-5	5 prepaid years of ChargePoint Assure for CPE280 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$14,500	5%	\$13,775.00

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price
ChargePoint	CPE280-ASSURE-6	6 prepaid years of ChargePoint Assure for CPE280 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$18,480	5%	\$17,556.00
ChargePoint	CPE280-ASSURE-7	7 prepaid years of ChargePoint Assure for CPE280 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$22,820	5%	\$21,679.00
ChargePoint	CPE280-ASSURE-8	8 prepaid years of ChargePoint Assure for CPE280 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$27,520	5%	\$26,144.00
ChargePoint	CPE280-ASSURE-9	9 prepaid years of ChargePoint Assure for CPE280 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$32,670	5%	\$31,036.50
ChargePoint	CPE280-ASSURE-10	10 prepaid years of ChargePoint Assure for CPE280 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$38,100	5%	\$36,195.00
ChargePoint	CPE250-ASSURE-1	1 prepaid year of ChargePoint Assure for CPE250 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$3,410	5%	\$3,239.50
ChargePoint	CPE250-ASSURE-2	2 prepaid years of ChargePoint Assure for CPE250 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$6,480	5%	\$6,156.00
ChargePoint	CPE250-ASSURE-3	3 prepaid years of ChargePoint Assure for CPE250 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$9,210	5%	\$8,749.50
ChargePoint	CPE250-ASSURE-4	4 prepaid years of ChargePoint Assure for CPE250 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$11,600	5%	\$11,020.00
ChargePoint	CPE250-ASSURE-5	5 prepaid years of ChargePoint Assure for CPE250 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$13,650	5%	\$12,967.50
ChargePoint	CPE250-ASSURE-5-NACS	5 prepaid years of ChargePoint Assure for CPE250 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting. Includes parts and labor for one-time NACS cable replacement, upon customer request. Request must be received by January 31, 2025.	\$13,650	5%	\$12,967.50
ChargePoint	CPE250-ASSURE-6	6 prepaid years of ChargePoint Assure for CPE250 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$17,400	5%	\$16,530.00
ChargePoint	CPE250-ASSURE-7	7 prepaid years of ChargePoint Assure for CPE250 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$21,490	5%	\$20,415.50
ChargePoint	CPE250-ASSURE-8	8 prepaid years of ChargePoint Assure for CPE250 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$25,920	5%	\$24,624.00
ChargePoint	CPE250-ASSURE-9	9 prepaid years of ChargePoint Assure for CPE250 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$30,690	5%	\$29,155.50
ChargePoint	CPE250-ASSURE-10	10 prepaid years of ChargePoint Assure for CPE250 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$35,800	5%	\$34,010.00
ChargePoint	Additional CPE Series Services				
ChargePoint	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%	\$331.55
ChargePoint	CPE280-COMMISSIONING	This service includes on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage so that the station meets all ChargePoint and local code requirements. In addition to verifying and testing the installation, Commissioning also ensures the station is connected to the ChargePoint network, completing software updates and pairing configuration if applicable. In parallel, the ChargePoint Activations team will configure the station and apply policies according to the customer's specifications. A final Commissioning Report will be provided to the customer. Note that if Commissioning cannot be performed due to site or installation deficiencies for which ChargePoint is not responsible, the customer will incur a rescheduling fee to cover redeployment costs. Priced per station.	\$950	5%	\$902.50
ChargePoint	CPE280-PAIRED-COMMISSIONING	This service includes on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage so that the station meets all ChargePoint and local code requirements. In addition to verifying and testing the installation, Commissioning also ensures the station is connected to the ChargePoint network, completing software updates and pairing configuration if applicable. In parallel, the ChargePoint Activations team will configure the station and apply policies according to the customer's specifications. A final Commissioning Report will be provided to the customer. Note that if Commissioning cannot be performed due to site or installation deficiencies for which ChargePoint is not responsible, the customer will incur a rescheduling fee to cover redeployment costs. Priced per station.	\$950	5%	\$902.50

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price
ChargePoint	CPE280-INSTALL-COMMISSIONING	This service includes both the Installation and Commissioning of the Express CPE280 charging station. Customers must work with their contractor to perform all construction (the "make ready") up to the point where stations can be bolted down and connected. ChargePoint or its partner will then perform the on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage so that they meet all ChargePoint and local code requirements, then install and commission the station. Before installation can begin, ChargePoint requires the customer's "make ready" contractor to submit evidence of adherence to ChargePoint's standards and specifications. In addition to verifying and testing the installation, Commissioning also ensures the station is connected to the ChargePoint network, completing software updates and pairing configuration if applicable. In parallel, the ChargePoint Activations team will configure the station and apply policies according to the customer's specifications. A final Commissioning Report will be provided to the customer. Note that if Commissioning cannot be performed due to site or installation deficiencies for which ChargePoint is not responsible, the customer will incur a rescheduling fee to cover redeployment costs. Priced per Express 280 unit.	\$4,600	5%	\$4,370.00
ChargePoint	CPE280-PAIRED-INSTALL-COMMISSIONING	This service includes both the Installation and Commissioning of the paired Express CPE280 charging stations. Customers must work with their contractor to perform all construction (the "make ready") up to the point where stations can be bolted down and connected. ChargePoint will then perform the on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage so that they meet all ChargePoint and local code requirements, then install and commission the paired stations. Before installation can begin, ChargePoint requires the customer's "make ready" contractor to submit evidence of adherence to ChargePoint's standards and specifications. In addition to verifying and testing the installation, Commissioning also ensures the station is connected to the ChargePoint network, completing software updates and pairing configuration if applicable. In parallel, the ChargePoint Activations team will configure the station and apply policies according to the customer's specifications. A final Commissioning Report will be provided to the customer. Note that if Commissioning cannot be performed due to site or installation deficiencies for which ChargePoint is not responsible, the customer will incur a rescheduling fee to cover redeployment costs. Priced per Express 280 unit.	\$4,600	5%	\$4,370.00
ChargePoint	CPE250-COMMISSIONING	This service includes on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage so that the station meets all ChargePoint and local code requirements. In addition to verifying and testing the installation, Commissioning also ensures the station is connected to the ChargePoint network, completing software updates and pairing configuration if applicable. In parallel, the ChargePoint Activations team will configure the station and apply policies according to the customer's specifications. A final Commissioning Report will be provided to the customer. Note that if Commissioning cannot be performed due to site or installation deficiencies for which ChargePoint is not responsible, the customer will incur a rescheduling fee to cover redeployment costs. Priced per Express CPE250 station.	\$950	5%	\$902.50
ChargePoint	CPE250-PAIRED-COMMISSIONING	This service includes on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage so that the station meets all ChargePoint and local code requirements. In addition to verifying and testing the installation, Commissioning also ensures the station is connected to the ChargePoint network, completing software updates and pairing configuration if applicable. In parallel, the ChargePoint Activations team will configure the station and apply policies according to the customer's specifications. A final Commissioning Report will be provided to the customer. Note that if Commissioning cannot be performed due to site or installation deficiencies for which ChargePoint is not responsible, the customer will incur a rescheduling fee to cover redeployment costs. Priced per Express CPE250 station.	\$950	5%	\$902.50
ChargePoint	CPE250-INSTALL-COMMISSIONING	This service includes both the Installation and Commissioning of the Express CPE250 charging station. Customers must work with their contractor to perform all construction (the "make ready") up to the point where stations can be bolted down and connected. ChargePoint or its partner will then perform the on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage so that they meet all ChargePoint and local code requirements, then install and commission the station. Before installation can begin, ChargePoint requires the customer's "make ready" contractor to submit evidence of adherence to ChargePoint's standards and specifications. In addition to verifying and testing the installation, Commissioning also ensures the station is connected to the ChargePoint network, completing software updates and pairing configuration if applicable. In parallel, the ChargePoint Activations team will configure the station and apply policies according to the customer's specifications. A final Commissioning Report will be provided to the customer. Note that if Commissioning cannot be performed due to site or installation deficiencies for which ChargePoint is not responsible, the customer will incur a rescheduling fee to cover redeployment costs. Priced per Express CPE250 station.	\$4,600	5%	\$4,370.00

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price
ChargePoint	CPE250-PAIRED-INSTALL-COMMISSIONING	This service includes both the Installation and Commissioning of the paired Express CPE250 charging stations. Customers must work with their contractor to perform all construction (the ?make ready?) up to the point where stations can be bolted down and connected. ChargePoint will then perform the on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage so that they meet all ChargePoint and local code requirements, then install and commission the paired stations. Before installation can begin, ChargePoint requires the customer?s ?make ready? contractor to submit evidence of adherence to ChargePoint?s standards and specifications. In addition to verifying and testing the installation, Commissioning also ensures the station is connected to the ChargePoint network, completing software updates and pairing configuration if applicable. In parallel, the ChargePoint Activations team will configure the station and apply policies according to the customer?s specifications. A final Commissioning Report will be provided to the customer. Note that if Commissioning cannot be performed due to site or installation deficiencies for which ChargePoint is not responsible, the customer will incur a rescheduling fee to cover redeployment costs.Priced per Express 250 unit.	\$4,600	5%	\$4,370.00
ChargePoint	CPE250C-625-ENABLE	Enable upgrade of CPE250 from 50 kW to 62.5 kW	\$5,000	5%	\$4,750.00
ChargePoint	CPE250-NACS-CABLE-REPLACEMENT-AND-KIT	North American Charging Standard (NACS) cable replacement for CPE250. Includes all parts (cable and holster) and labor to replace an existing CHAdeMO cable with a 4.5m 200A NACS cable.	\$2,950	5%	\$2,802.50
ChargePoint					
ChargePoint					
EXPRESS PLUS Series					
ChargePoint	EXPRESS PLUS POWER BLOCK (minimum 1 required for EXPP system)				
ChargePoint	EXPP-PB1000-200A-PD	The Power Block is the physical enclosure for Power Modules. A Power Block can hold up to 5 Power Modules, Power Modules sold separately. EXPP-BLOCK-500A-PD is rated for 500A. The Power Block Mounting Kit (EXPP-BLOCK-CMT) is required but not included.	\$42,785	6%	\$40,217.90
ChargePoint	EXPP-PB1000-200A-PD-FTA	The Power Block is the physical enclosure for Power Modules. A Power Block can hold up to 5 Power Modules, Power Modules sold separately. EXPP-BLOCK-200A-PD is rated for 200A. The Power Block Mounting Kit (EXPP-BLOCK-CMT) is required but not included.	\$42,785	6%	\$40,217.90
ChargePoint	EXPP-PB1000-250A-PD	BUY AMERICA FHWA compliant. The Power Block is the physical enclosure for Power Modules. A Power Block can hold up to 5 Power Modules, Power Modules sold separately. EXPP-PB0001-200A-PD-FTA is rated for 200A.	\$42,785	6%	\$40,217.90
ChargePoint	EXPP-PB1000-350A-PD	The Power Block is the physical enclosure for Power Modules. A Power Block can hold up to 5 Power Modules, Power Modules sold separately. EXPP-BLOCK-250A-PD is rated for 250A. The Power Block Mounting Kit (EXPP-BLOCK-CMT) is required but not included.	\$42,785	6%	\$40,217.90
ChargePoint	EXPP-PB1000-350A-PD-FTA	The Power Block is the physical enclosure for Power Modules. A Power Block can hold up to 5 Power Modules, Power Modules sold separately. EXPP-BLOCK-350A-PD is rated for 350A. The Power Block Mounting Kit (EXPP-BLOCK-CMT) is required but not included.	\$42,785	6%	\$40,217.90
ChargePoint	EXPP-PB1000-350A-PD-FHWA	BUY AMERICA FHWA compliant. The Power Block is the physical enclosure for Power Modules. A Power Block can hold up to 5 Power Modules, Power Modules sold separately. EXPP-PB1000-350A-PD-FHWA is rated for 350A. The Power Block Mounting Kit (EXPP-PB1000-CMT) is required but not included.	\$47,063	6%	\$44,239.22
ChargePoint	EXPP-PB1000-500A-PD	The Power Block is the physical enclosure for Power Modules. A Power Block can hold up to 5 Power Modules, Power Modules sold separately. EXPP-BLOCK-500A-PD is rated for 500A. The Power Block Mounting Kit (EXPP-BLOCK-CMT) is required but not included.	\$42,785	6%	\$40,217.90
ChargePoint	EXPP-PB1000-500A-PD-FHWA	BUY AMERICA FHWA compliant. The Power Block is the physical enclosure for Power Modules. A Power Block can hold up to 5 Power Modules, Power Modules sold separately. EXPP-PB1000-500A-PD-FHWA is rated for 500A. The Power Block Mounting Kit (EXPP-PB1000-CMT) is required but not included.	\$47,063	6%	\$44,239.22
ChargePoint	EXPP-PB1000-CMT	The Power Block is the physical enclosure for Power Modules. A Power Block can hold up to 5 Power Modules, Power Modules sold separately. EXPP-BLOCK-500A-PD is rated for 500A. The Power Block Mounting Kit (EXPP-BLOCK-CMT) is required but not included.	\$0	6%	\$0.00
ChargePoint	EXPP-PM-40KW	40 kW Power Module for use in Power Block (Priced per power Module) NOTE: (1=40kW, 2=80kW, 3=120kW, 4=160kW, 5=200kW)	\$10,000	6%	\$9,400.00
ChargePoint	EXPP-PM-40KW-FHWA	BUY AMERICA FHWA compliant 40 kW Power Module for use in Power Block	\$11,000	6%	\$10,340.00
ChargePoint	EXPP-PM-FTA	31.25 kW Power Module for use in Power Block or CPE250	\$12,108	6%	\$11,381.52

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price
ChargePoint	EXPP-BLOCK-COMMISSIONING	The Commissioning service includes on-site validation of electrical capacity, transformers, panels, breakers, wiring, and that the Express Plus Power Block installation meets all ChargePoint published requirements and local codes. A final Commissioning Report will be provided to the customer. Note that if Commissioning cannot be performed to completion due to site or installation deficiencies, the customer will incur a rescheduling fee to repeat the service after site deficiencies are corrected.	\$1,470	5%	\$1,396.50
ChargePoint	EXPP-BLOCK-INSTALL-COMMISSIONING	This service includes both the Installation and Commissioning of the Express Plus Block. Commissioning is required for all Express Plus Blocks. Customers must work with their contractor to perform all construction (the "make ready") up to the point where the Express Plus Block can be bolted down and connected. ChargePoint will then perform the on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage so that they meet all ChargePoint and local code requirements, then install and commission the station. Before installation can begin, ChargePoint requires the customer's "make ready" contractor to submit evidence of adherence to ChargePoint's standards and specifications. A final Commissioning Report will be provided to the customer. Note that if Commissioning cannot be performed due to site or installation deficiencies for which ChargePoint is not responsible, the customer will incur a rescheduling fee to cover redeployment costs. Priced per Express Plus Block.	\$3,600	5%	\$3,420.00
ChargePoint	EXPP-PB1000-SCEK	The EXPP-BLOCK-SCEK provides access to the Power Block for above ground conduit installations. Metric Units. Power Block sold separately.	\$891	6%	\$11,381.52
ChargePoint	EXPP POWERBLOCK ASSURE				
ChargePoint	EXPP-BLOCK-ASSURE-1	1 prepaid year of ChargePoint Assure for EXPP-BLOCK.	\$7,250	5%	\$6,887.50
ChargePoint	EXPP-BLOCK-ASSURE-2	2 prepaid year of ChargePoint Assure for EXPP-BLOCK.	\$13,920	5%	\$13,224.00
ChargePoint	EXPP-BLOCK-ASSURE-3	3 prepaid year of ChargePoint Assure for EXPP-BLOCK.	\$20,010	5%	\$19,009.50
ChargePoint	EXPP-BLOCK-ASSURE-4	4 prepaid year of ChargePoint Assure for EXPP-BLOCK.	\$25,520	5%	\$24,244.00
ChargePoint	EXPP-BLOCK-ASSURE-5	5 prepaid year of ChargePoint Assure for EXPP-BLOCK.	\$29,000	5%	\$27,550.00
ChargePoint	EXPP-BLOCK-ASSURE-6	6 prepaid year of ChargePoint Assure for EXPP-BLOCK.	\$36,960	5%	\$35,112.00
ChargePoint	EXPP-BLOCK-ASSURE-7	7 prepaid year of ChargePoint Assure for EXPP-BLOCK.	\$45,710	5%	\$43,424.50
ChargePoint	EXPP-BLOCK-ASSURE-8	8 prepaid year of ChargePoint Assure for EXPP-BLOCK.	\$55,120	5%	\$52,364.00
ChargePoint	EXPP-BLOCK-ASSURE-9	9 prepaid year of ChargePoint Assure for EXPP-BLOCK.	\$65,250	5%	\$61,987.50
ChargePoint	EXPP-BLOCK-ASSURE-10	10 prepaid year of ChargePoint Assure for EXPP-BLOCK.	\$76,100	5%	\$72,295.00
ChargePoint	CHARGING STATION/DISPENSER (POWERLINK) -Note: Public Facing Units Must Have A Screen (PL1011B or PL1021B)				
ChargePoint	EXPP-PL1011B-2A1S1-FTA	BUY AMERICA FTA compliant. Express Plus Power Link PL1000 series, North America, 1x CCS1 200A 4.5m cable, 1 Holster, 2.4m Cable management kit, Pedestal, 200mm (8") Touch Display, RFID reader, Cellular/WiFi, UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules.	\$18,185	6%	\$11,381.52
ChargePoint	EXPP-PL1011B-5A1S1	Express Plus Power Link PL1000 series, North America, 1x CCS1 350A 4.5m cable, 1 Holster, 2.4m Cable management kit, Pedestal, 200mm (8") Touch Display, ChargePoint signage, Contactless credit card and RFID reader, Cellular/WiFi, UL listed, 1 year warranty. Requires at least one Power Block with Power Modules	\$23,325	6%	\$11,381.52
ChargePoint	EXPP-PL1011B-5A1S1-MS	Express Plus Power Link PL1000 series, North America, 1x CCS1 350A 4.5m cable, 1 Holster, 2.4m Cable management kit, Pedestal, 200mm (8") Touch Display, ChargePoint signage, Contactless credit card and RFID reader, Cellular/WiFi, UL listed, Maintenance switch, 1 year warranty. Requires at least one Power Block with Power Modules	\$26,510	6%	\$11,381.52
ChargePoint	EXPP-PL1011X-2A1S1	Express Plus Power Link PL1000 series, North America, 1x CCS1 200A 4.5m cable, 1 Holster, 2.4m Cable management kit, Pedestal, RFID reader, Cellular/WiFi, UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules	\$17,715	6%	\$11,381.52
ChargePoint	EXPP-PL1011X-2A1S1-FTA	BUY AMERICA FTA compliant. Express Plus Power Link PL1000 series, North America, 1x CCS1 200A 4.5m cable, 1 Holster, 2.4m Cable management kit, Pedestal, RFID reader, Cellular/WiFi, UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules.	\$17,715	6%	\$11,381.52
ChargePoint	EXPP-PL1011X-2A1S1-MS	Express Plus Power Link PL1000 series, North America, 1x CCS1 200A 4.5m cable, 1 Holster, 2.4m Cable management kit, Pedestal, RFID reader, Cellular/WiFi, UL listed, Single input, Maintenance switch, 1 year warranty. Requires at least one Power Block with Power Modules	\$20,900	6%	\$11,381.52
ChargePoint	EXPP-PL1011X-2A1S1-MS-FTA	BUY AMERICA FTA compliant. Express Plus Power Link PL1000 series, North America, 1x CCS1 200A 4.5m cable, 1 Holster, 2.4m Cable management kit, Pedestal, RFID reader, Cellular/WiFi, UL listed, Single input, Maintenance switch, 1 year warranty. Requires at least one Power Block with Power Modules.	\$20,900	6%	\$11,381.52

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price
ChargePoint	EXPP-PL1011X-5A1S1	Express Plus Power Link PL1000 series, North America, 1x CCS1 350A 4.5m cable, 1 Holster, 2.4m Cable management kit, Pedestal, RFID reader, Cellular/WiFi, UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules	\$22,810	6%	\$11,381.52
ChargePoint	EXPP-PL1011X-5A1S1-FTA	BUY AMERICA FTA compliant. Express Plus Power Link PL1000 series, North America, 1x CCS1 350A 4.5m cable, 1 Holster, 2.4m Cable management kit, Pedestal, RFID reader, Cellular/WiFi, UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules	\$22,810	6%	\$11,381.52
ChargePoint	EXPP-PL1011X-5A1S1-MS	Express Plus Power Link PL1000 series, North America, 1x CCS1 350A 4.5m cable, 1 Holster, 2.4m Cable management kit, Pedestal, RFID reader, Cellular/WiFi, UL listed, Single input, Maintenance switch, 1 year warranty. Requires at least one Power Block with Power Modules	\$26,000	6%	\$11,381.52
ChargePoint	EXPP-PL1011X-5A1S1-MS-FTA	BUY AMERICA FTA compliant. Express Plus Power Link PL1000 series, North America, 1x CCS1 350A 4.5m cable, 1 Holster, 2.4m Cable management kit, Pedestal, RFID reader, Cellular/WiFi, UL listed, Single input, Maintenance switch, 1 year warranty. Requires at least one Power Block with Power Modules	\$26,000	6%	\$11,381.52
ChargePoint	EXPP-PL1014X-2A1L00	Express Plus Power Link PL1000 series, North America, DC station, 1x CCS1 200A 10m cable, overhead mount, ChargePoint signage, RFID reader, Cellular/WiFi, UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules.	\$21,535	6%	\$11,381.52
ChargePoint	EXPP-PL1014X-2A1L00-FTA	BUY AMERICA FTA compliant. Express Plus Power Link PL1000 series, North America, DC station, 1x CCS1 200A 10m cable, overhead mount, ChargePoint signage, RFID reader, Cellular/WiFi, UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules.	\$21,535	6%	\$11,381.52
ChargePoint	EXPP-PL1014X-2A1M00	Express Plus Power Link PL1000 series, North America, DC station, 1x CCS1 200A 7.6m cable, overhead mount, ChargePoint signage, RFID reader, Cellular/WiFi, UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules	\$18,990	6%	\$11,381.52
ChargePoint	EXPP-PL1014X-2A1M00-FTA	BUY AMERICA FTA compliant. Express Plus Power Link PL1000 series, North America, DC station, 1x CCS1 200A 7.6m cable, overhead mount, ChargePoint signage, RFID reader, Cellular/WiFi, UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules.	\$18,990	6%	\$11,381.52
ChargePoint	EXPP-PL1014X-5A1L00	Express Plus Power Link PL1000 series, North America, DC station, 1x CCS1 350A 10m cable, overhead mount, ChargePoint signage, RFID reader, Cellular/WiFi, UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules.	\$26,635	6%	\$11,381.52
ChargePoint	EXPP-PL1014X-5A1L00-FTA	BUY AMERICA FTA compliant. Express Plus Power Link PL1000 series, North America, DC station, 1x CCS1 350A 10m cable, overhead mount, ChargePoint signage, RFID reader, Cellular/WiFi, UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules.	\$26,635	6%	\$11,381.52
ChargePoint	EXPP-PL1014X-5A1M00	Express Plus Power Link PL1000 series, North America, DC station, 1x CCS1 350A 7.6m cable, overhead mount, ChargePoint signage, RFID reader, Cellular/WiFi, UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules	\$24,085	6%	\$11,381.52
ChargePoint	EXPP-PL1014X-5A1M00-FTA	BUY AMERICA FTA compliant. Express Plus Power Link PL1000 series, North America, DC station, 1x CCS1 350A 7.6m cable, overhead mount, ChargePoint signage, RFID reader, Cellular/WiFi, UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules.	\$24,085	6%	\$11,381.52
ChargePoint	EXPP-PL1021B-2A1S1-2A1S1-FTA	BUY AMERICA FTA compliant. Express Plus Power Link PL1000 series, North America, 2x CCS1 200A 4.5m cable, 2 Holsters, 2.4m Cable management kit, Pedestal, 200mm (8") Touch Display, RFID reader, Cellular/WiFi, UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules	\$23,285	6%	\$11,381.52
ChargePoint	EXPP-PL1021B-5A1S1-2A3S1	Express Plus Power Link PL1000 series, North America, 1x CCS1 350A 4.5m cable, 1x CHAdeMO 200A 4.5m cable, 2 Holsters, 2.4m Cable management kit, Pedestal, 200mm (8") Touch Display, ChargePoint signage, Contactless credit card and RFID reader, Cellular/WiFi, UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules	\$27,910	6%	\$11,381.52
ChargePoint	EXPP-PL1021B-5A1S1-2A3S1-MS	Express Plus Power Link PL1000 series, North America, 1x CCS1 350A 4.5m cable, 1x CHAdeMO 200A 4.5m cable, 2 Holsters, 2.4m Cable management kit, Pedestal, 200mm (8") Touch Display, ChargePoint signage, Contactless credit card and RFID reader, Cellular/WiFi, UL listed, Single input, Maintenance switch, 1 year warranty. Requires at least one Power Block with Power Modules	\$31,095	6%	\$11,381.52
ChargePoint	EXPP-PL1021X-2A1S1-2A1S1	Express Plus Power Link PL1000 series, North America, 2x CCS1 200A 4.5m cable, 2 Holsters, 2.4m Cable management kit, Pedestal, RFID reader, Cellular/WiFi, UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules	\$22,810	6%	\$11,381.52

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price
ChargePoint	EXPP-PL1021X-2A1S1-2A1S1-FTA	BUY AMERICA FTA compliant. Express Plus Power Link PL1000 series, North America, 2x CCS1 200A 4.5m cable, 2 Holsters, 2.4m Cable management kit, Pedestal, RFID reader, Cellular/WiFi, UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules	\$22,810	6%	\$11,381.52
ChargePoint	EXPP-PL1021X-2A1S1-2A1S1-MS	Express Plus Power Link PL1000 series, North America, 2x CCS1 200A 4.5m cable, 2 Holsters, 2.4m Cable management kit, Pedestal, RFID reader, Cellular/WiFi, UL listed, Single input, Maintenance switch, 1 year warranty. Requires at least one Power Block with Power Modules	\$26,000	6%	\$11,381.52
ChargePoint	EXPP-PL1021X-2A1S1-2A1S1-MS-FTA	BUY AMERICA FTA compliant. Express Plus Power Link PL1000 series, North America, 2x CCS1 200A 4.5m cable, 2 Holsters, 2.4m Cable management kit, Pedestal, RFID reader, Cellular/WiFi, UL listed, Single input, Maintenance switch, 1 year warranty. Requires at least one Power Block with Power Modules	\$26,000	6%	\$11,381.52
ChargePoint	EXPP-PL1021X-5A1S1-4A1S1	Express Plus Power Link PL1000 series, North America, 1x CCS1 350A 4.5m cable, 1x CCS2 300A 4.5m cable, 2 Holsters, 2.4m Cable management kit, Pedestal, RFID reader, Cellular/WiFi, not UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules	\$27,400	6%	\$11,381.52
ChargePoint	EXPP-PL1021X-5A1S1-5A1S1	Express Plus Power Link PL1000 series, North America, 2x CCS1 350A 4.5m cable, 2 Holsters, 2.4m Cable management kit, Pedestal, RFID reader, Cellular/WiFi, UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules	\$27,400	6%	\$11,381.52
ChargePoint	EXPP-PL1021X-5A1S1-5A1S1-FTA	BUY AMERICA FTA compliant. Express Plus Power Link PL1000 series, North America, 2x CCS1 350A 4.5m cable, 2 Holsters, 2.4m Cable management kit, Pedestal, RFID reader, Cellular/WiFi, UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules	\$27,400	6%	\$11,381.52
ChargePoint	EXPP-PL1021X-5A1S1-5A1S1-MS	Express Plus Power Link PL1000 series, North America, 2x CCS1 350A 4.5m cable, 2 Holsters, 2.4m Cable management kit, Pedestal, RFID reader, Cellular/WiFi, UL listed, Single input, Maintenance switch, 1 year warranty. Requires at least one Power Block with Power Modules	\$30,590	6%	\$11,381.52
ChargePoint	EXPP-PL1021X-5A1S1-5A1S1-MS-FTA	BUY AMERICA FTA compliant. Express Plus Power Link PL1000 series, North America, 2x CCS1 350A 4.5m cable, 2 Holsters, 2.4m Cable management kit, Pedestal, RFID reader, Cellular/WiFi, UL listed, Single input, Maintenance switch, 1 year warranty. Requires at least one Power Block with Power Modules	\$30,590	6%	\$11,381.52
ChargePoint	EXPP-PL1024X-2A1L00-2A1L00	Express Plus Power Link PL1000 series, North America, DC station, 2x CCS1 200A 10m cable, overhead mount, ChargePoint signage, RFID reader, Cellular/WiFi, UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules.	\$27,910	6%	\$11,381.52
ChargePoint	EXPP-PL1024X-2A1L00-2A1L00-FTA	BUY AMERICA FTA compliant. Express Plus Power Link PL1000 series, North America, DC station, 2x CCS1 200A 10m cable, overhead mount, ChargePoint signage, RFID reader, Cellular/WiFi, UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules.	\$27,910	6%	\$11,381.52
ChargePoint	EXPP-PL1024X-2A1M00-2A1M00	Express Plus Power Link PL1000 series, North America, DC station, 2x CCS1 200A 7.6m cable, overhead mount, ChargePoint signage, RFID reader, Cellular/WiFi, UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules	\$24,085	6%	\$11,381.52
ChargePoint	EXPP-PL1024X-2A1M00-2A1M00-FTA	BUY AMERICA FTA compliant. Express Plus Power Link PL1000 series, North America, DC station, 2x CCS1 200A 7.6m cable, overhead mount, ChargePoint signage, RFID reader, Cellular/WiFi, UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules.	\$24,085	6%	\$11,381.52
ChargePoint	EXPP-PL1024X-5A1L00-5A1L00	Express Plus Power Link PL1000 series, North America, DC station, 2x CCS1 350A 10m cable, overhead mount, ChargePoint signage, RFID reader, Cellular/WiFi, UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules.	\$35,555	6%	\$11,381.52
ChargePoint	EXPP-PL1024X-5A1L00-5A1L00-FTA	BUY AMERICA FTA compliant. Express Plus Power Link PL1000 series, North America, DC station, 2x CCS1 350A 10m cable, overhead mount, ChargePoint signage, RFID reader, Cellular/WiFi, UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules.	\$35,555	6%	\$11,381.52
ChargePoint	EXPP-PL1024X-5A1M00-5A1M00	Express Plus Power Link PL1000 series, North America, DC station, 2x CCS1 350A 7.6m cable, overhead mount, ChargePoint signage, RFID reader, Cellular/WiFi, UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules.	\$31,735	6%	\$11,381.52
ChargePoint	EXPP-PL1024X-5A1M00-5A1M00-FTA	BUY AMERICA FTA compliant. Express Plus Power Link PL1000 series, North America, DC station, 2x CCS1 350A 7.6m cable, overhead mount, ChargePoint signage, RFID reader, Cellular/WiFi, UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules.	\$31,735	6%	\$11,381.52
ChargePoint	EXPP-PL2011BC-6A1S1	Express Plus Power Link PL2000 series, North America, DC Station, 1x CCS1 500A liquid cooled 4.5m cable, 1 Holster, 2.4m Cable management kit, Pedestal, 200mm (8") Touch Display, ChargePoint signage, Contactless credit card and RFID reader, Cellular/WiFi, UL listed, 1 year warranty. Requires at least one Power Block with Power Modules	\$35,900	6%	\$11,381.52

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price
ChargePoint	EXPP-PL2011BC-6A1S1-FHWA	BUY AMERICA FHWA compliant. Express Plus Power Link PL2000 series, North America, DC Station, 1x CCS1 500A liquid cooled 4.5m cable, 1 Holster, 2.4m Cable management kit, Pedestal, 200mm (8") Touch Display, ChargePoint signage, Contactless credit card and RFID reader, Cellular/WiFi, UL listed, 1 year warranty. Requires at least one Power Block with Power Modules	\$39,490	6%	\$11,381.52
ChargePoint	EXPP-PL202X1BC-6A1S1-2A3S1	Express Plus Power Link PL2000 series, North America, DC Station, Simultaneous charging, 1x CCS1 500A liquid cooled 4.5m cable, 1x CHAdEMO 200A 4.5m cable, 2 Holsters, 2.4m Cable management kit, Pedestal, 200mm (8") Touch Display, ChargePoint signage, Contactless credit card and RFID reader, Cellular/WiFi, UL listed, 1 year warranty. Requires at least one Power Block with Power Modules	\$44,500	6%	\$11,381.52
ChargePoint	EXPP-PL202X1BC-6A1S1-2A3S1-FHWA	BUY AMERICA FHWA compliant. Express Plus Power Link PL2000 series, North America, DC Station, Simultaneous charging, 1x CCS1 500A liquid cooled 4.5m cable, 1x CHAdEMO 200A 4.5m cable, 2 Holsters, 2.4m Cable management kit, Pedestal, 200mm (8") Touch Display, ChargePoint signage, Contactless credit card and RFID reader, Cellular/WiFi, UL listed, 1 year warranty. Requires at least one Power Block with Power Modules	\$48,950	6%	\$11,381.52
ChargePoint	EXPP-PL202X1BC-6A1S1-6A1S1	Express Plus Power Link PL2000 series, North America, DC Station, Simultaneous charging, 2x CCS1 500A liquid cooled 4.5m cable, 2 Holsters, 2.4m Cable management kit, Pedestal, 200mm (8") Touch Display, ChargePoint signage, Contactless credit card and RFID reader, Cellular/WiFi, UL listed, 1 year warranty. Requires at least one Power Block with Power Modules	\$46,900	6%	\$11,381.52
ChargePoint	EXPP-PL202X1BC-6A1S1-6A1S1-FHWA	BUY AMERICA FHWA compliant. Express Plus Power Link PL2000 series, North America, DC Station, 2x CCS1 500A liquid cooled 4.5m cable, 2 Holsters, 2.4m Cable management kit, Pedestal, 200mm (8") Touch Display, ChargePoint signage, Contactless credit card and RFID reader, Cellular/WiFi, UL listed, 1 year warranty. Requires at least one Power Block with Power Modules	\$51,590	6%	\$11,381.52
ChargePoint	EXPP-PL2011B-7A5X00	Express Plus Power Link PL2000 series, North America, DC Station, 1x 500A conduit output, Pedestal, 200mm (8") Touch Display, ChargePoint signage, RFID reader, Cellular/WiFi, UL listed, 1 year warranty. Requires at least one Power Block with Power Modules	\$29,000	6%	\$11,381.52
ChargePoint	EXPP-PL202X1B-3A1M0-3A1M0	Express Plus Power Link PL2000 series, North America, DC Station, Simultaneous charging, 2x CCS1 250A 7.6m cable, 2 Holsters, Pedestal, 200mm (8") Touch Display, ChargePoint signage, RFID reader, Cellular/WiFi, UL listed, 1 year warranty. Requires at least one Power Block with Power Modules	\$32,000	6%	\$11,381.52
ChargePoint	EXPP-PL202X1B-5A1M0-5A1M0	Express Plus Power Link PL2000 series, North America, DC Station, Simultaneous charging, 2x CCS1 350A 7.6m cable, 2 Holsters, Pedestal, 200mm (8") Touch Display, ChargePoint signage, RFID reader, Cellular/WiFi, UL listed, 1 year warranty. Requires at least one Power Block with Power Modules	\$42,500	6%	\$11,381.52
ChargePoint	EXPP-PL202X1B-5A1S1-5A1S1	Express Plus Power Link PL2000 series -Simultaneous Charging -North America, 2x CCS1 350A 4.5m cable, 2 Holsters, 2.4m Cablemanagement kit, Pedestal, 200mm (8") Touch Display, Camera, ChargePoint signage, Contactless credit card and RFID reader, Cellular/WiFi, UL listed, Single input, 1 year warranty. Requires at least one Power Block with Power Modules.	\$32,305	6%	\$11,381.52
ChargePoint	EXPP-PL202X1BC-6A1S1-6A1S1-FHWA	BUY AMERICA FHWA compliant. Express Plus Power Link PL2000 series, North America, DC Station, 2x CCS1 500A liquid cooled 4.5m cable, 2 Holsters, 2.4m Cable management kit, Pedestal, 200mm (8") Touch Display, ChargePoint signage, Contactless credit card and RFID reader, Cellular/WiFi, UL listed, 1 year warranty. Requires at least one Power Block with Power Modules	\$51,590	6%	\$11,381.52
ChargePoint	DC-UNIVERSAL-CMT-METRIC	Required metal bracket to align conduits and mounting bolts for DC power delivery products when cable entrance is from below. This bracket is to be installed into the foundation before the concrete pad is poured. Metric Units. Required for CPE250 and PDD series.	\$0	6%	\$11,381.52
ChargePoint	EXPP-PL1000-COMMISSIONING	The Commissioning service includes 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. In addition to verifying and testing the installation, the Commissioning service includes ensuring the ChargePoint station is connected to the ChargePoint network, to properly establish communications, ensure the software is up to date, and perform pairing configuration, if required. In conjunction with Commissioning, the ChargePoint Activations team will configure the station and apply policies according to the customer's specifications. A final Commissioning Report will be provided to the customer. Note that if Commissioning cannot be performed to completion due to site or installation deficiencies, the customer will incur a rescheduling fee to repeat the service after site deficiencies are corrected.	\$790	5%	\$750.50
ChargePoint	EXPP-PL1000-SCEK	Surface Conduit Entry Kit for Express Plus Power Link	\$300		

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price
ChargePoint	EXPP-PL2000-COMMISSIONING	This service includes on-site validation of electrical capacity, customer-side transformers, panels, breakers, wiring, cellular coverage so that the station meets all ChargePoint and local code requirements. In addition to verifying and testing the installation, Commissioning also ensures the station is connected to the ChargePoint network, completing software updates and pairing configuration if applicable. In parallel, the ChargePoint Activations team will configure the station and apply policies according to the customer's specifications. A final Commissioning Report will be provided to the customer. Note that if Commissioning cannot be performed due to site or installation deficiencies for which ChargePoint is not responsible, the customer will incur a rescheduling fee to cover redeployment costs. Priced per Express Plus Power Link station.	\$790	5%	\$750.50
ChargePoint	EXPP-PL1000-INSTALL-COMMISSIONING	This service includes both the Installation and Commissioning of the Express Plus Power Link charging station. Customers must work with their contractor to perform all construction (the "make ready") up to the point where the station can be bolted down and connected. ChargePoint will then perform the on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage so that they meet all ChargePoint and local code requirements, then install and commission the station. Before installation can begin, ChargePoint requires the customer's "make ready" contractor to submit evidence of adherence to ChargePoint's standards and specifications. In addition to verifying and testing the installation, Commissioning also ensures the station is connected to the ChargePoint network, completing software updates and pairing configuration if applicable. In parallel, the ChargePoint Activations team will configure the station and apply policies according to the customer's specifications. A final Commissioning Report will be provided to the customer. Note that if Commissioning cannot be performed due to site or installation deficiencies for which ChargePoint is not responsible, the customer will incur a rescheduling fee to cover redeployment costs. Priced per ExpressPlus PowerLink.	\$1,800	5%	\$1,710.00
ChargePoint	EXPP-PL2000-INSTALL-COMMISSIONING	This service includes both the Installation and Commissioning of the Express Plus Power Link charging station. Customers must work with their contractor to perform all construction (the "make ready") up to the point where the station can be bolted down and connected. ChargePoint will then perform the on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage so that they meet all ChargePoint and local code requirements, then install and commission the station. Before installation can begin, ChargePoint requires the customer's "make ready" contractor to submit evidence of adherence to ChargePoint's standards and specifications. In addition to verifying and testing the installation, Commissioning also ensures the station is connected to the ChargePoint network, completing software updates and pairing configuration if applicable. In parallel, the ChargePoint Activations team will configure the station and apply policies according to the customer's specifications. A final Commissioning Report will be provided to the customer. Note that if Commissioning cannot be performed due to site or installation deficiencies for which ChargePoint is not responsible, the customer will incur a rescheduling fee to cover redeployment costs. Priced per ExpressPlus PowerLink.	\$1,800	5%	\$1,710.00
ChargePoint	EXPP NETWORK SERVICES	Prepaid Enterprise Cloud Plan subscription with advanced station management features such as: Station Activation, Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports. Network			
ChargePoint	CPCLD-ENTERPRISE-EXPP-1	1 Prepaid Year Enterprise Cloud Plan	\$1,500	5%	\$1,425.00
ChargePoint	CPCLD-ENTERPRISE-EXPP-2	2 Prepaid Year Enterprise Cloud Plan	\$2,849	5%	\$2,706.55
ChargePoint	CPCLD-ENTERPRISE-EXPP-3	3 Prepaid Year Enterprise Cloud Plan	\$4,275	5%	\$4,061.25
ChargePoint	CPCLD-ENTERPRISE-EXPP-4	4 Prepaid Year Enterprise Cloud Plan	\$5,099	5%	\$4,844.05
ChargePoint	CPCLD-ENTERPRISE-EXPP-5	5 Prepaid Year Enterprise Cloud Plan	\$6,750	5%	\$6,412.50
ChargePoint	CPCLD-ENTERPRISE-EXPP-6	6 Prepaid Year Enterprise Cloud Plan	\$6,475	5%	\$6,151.25
ChargePoint	CPCLD-ENTERPRISE-EXPP-7	7 Prepaid Year Enterprise Cloud Plan	\$7,555	5%	\$7,177.25
ChargePoint	CPCLD-ENTERPRISE-EXPP-8	8 Prepaid Year Enterprise Cloud Plan	\$8,635	5%	\$8,203.25
ChargePoint	CPCLD-ENTERPRISE-EXPP-9	9 Prepaid Year Enterprise Cloud Plan	\$9,715	5%	\$9,229.25
ChargePoint	CPCLD-ENTERPRISE-EXPP-10	10 Prepaid Year Enterprise Cloud Plan	\$10,795	5%	\$10,255.25
ChargePoint	CPCLD-POWER-DC-1	1yr Prepaid, DC, Power Cloud 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.	\$575	5%	\$546.25

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price
ChargePoint	CPCLD-POWER-DC-2	2yr Prepaid, DC, Power Cloud 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.	\$1,125	5%	\$1,068.75
ChargePoint	CPCLD-POWER-DC-3	3yr Prepaid, DC, Power Cloud 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.	\$1,640	5%	\$1,558.00
ChargePoint	CPCLD-POWER-DC-4	4yr Prepaid, DC, Power Cloud 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.	\$2,130	5%	\$2,023.50
ChargePoint	CPCLD-POWER-DC-5	5yr Prepaid, DC, Power Cloud 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	\$2,590	5%	\$2,460.50
ChargePoint	CPCLD-POWER-DC-6	6yr Prepaid, DC, Power Cloud 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	\$3,105	5%	\$2,949.75
ChargePoint	CPCLD-POWER-DC-7	7yr Prepaid, DC, Power Cloud 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.	\$3,625	5%	\$3,443.75
ChargePoint	CPCLD-POWER-DC-8	8yr Prepaid, DC, Power Cloud 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	\$4,140	5%	\$3,933.00
ChargePoint	CPCLD-POWER-DC-9	9yr Prepaid, DC, Power Cloud 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.	\$4,660	5%	\$4,427.00
ChargePoint	CPCLD-POWER-DC-10	10yr Prepaid, DC, Power Cloud 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.	\$5,175	5%	\$4,916.25
ChargePoint	CPCLD-FLEETENT-DC-1	Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$950.00	5%	\$902.50
ChargePoint	CPCLD-FLEETENT-DC-2	Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$1,855.00	5%	\$1,762.25
ChargePoint	CPCLD-FLEETENT-DC-3	Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$2,710.00	5%	\$2,574.50
ChargePoint	CPCLD-FLEETENT-DC-4	Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$3,515.00	5%	\$3,339.25

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price
ChargePoint	CPCLD-FLEETENT-DC-5	Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$4,275.00	5%	\$4,061.25
ChargePoint	CPCLD-FLEETENT-DC-6	Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$5,130.00	5%	\$4,873.50
ChargePoint	CPCLD-FLEETENT-DC-7	Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$5,985.00	5%	\$5,685.75
ChargePoint	CPCLD-FLEETENT-DC-8	Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$6,840.00	5%	\$6,498.00
ChargePoint	CPCLD-FLEETENT-DC-9	Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$7,695.00	5%	\$7,310.25
ChargePoint	CPCLD-FLEETENT-DC-10	Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$8,550.00	5%	\$8,122.50
ChargePoint	EXPP POWERLINK ASSURE				
ChargePoint	EXPP-PL1000-SINGLE-ASSURE-1	1 Year Prepaid ChargePoint Assure for the Single Cable EXPP-PL1000.	\$1,210	5%	\$1,149.50
ChargePoint	EXPP-PL1000-SINGLE-ASSURE-2	2 Year Prepaid ChargePoint Assure for the Single Cable EXPP-PL1000.	\$2,300	5%	\$2,185.00
ChargePoint	EXPP-PL1000-SINGLE-ASSURE-3	3 Year Prepaid ChargePoint Assure for the Single Cable EXPP-PL1000.	\$3,270	5%	\$3,106.50
ChargePoint	EXPP-PL1000-SINGLE-ASSURE-4	4 Year Prepaid ChargePoint Assure for the Single Cable EXPP-PL1000.	\$4,120	5%	\$3,914.00
ChargePoint	EXPP-PL1000-SINGLE-ASSURE-5	5 Year Prepaid ChargePoint Assure for the Single Cable EXPP-PL1000.	\$4,850	5%	\$4,607.50
ChargePoint	EXPP-PL1000-SINGLE-ASSURE-6	6 Year Prepaid ChargePoint Assure for the Single Cable EXPP-PL1000.	\$6,180	5%	\$5,871.00
ChargePoint	EXPP-PL1000-SINGLE-ASSURE-7	7 Year Prepaid ChargePoint Assure for the Single Cable EXPP-PL1000.	\$7,630	5%	\$7,248.50
ChargePoint	EXPP-PL1000-SINGLE-ASSURE-8	8 Year Prepaid ChargePoint Assure for the Single Cable EXPP-PL1000.	\$9,200	5%	\$8,740.00
ChargePoint	EXPP-PL1000-SINGLE-ASSURE-9	9 Year Prepaid ChargePoint Assure for the Single Cable EXPP-PL1000.	\$10,890	5%	\$10,345.50
ChargePoint	EXPP-PL1000-SINGLE-ASSURE-10	10 Year Prepaid ChargePoint Assure for the Single Cable EXPP-PL1000.	\$15,600	5%	\$14,820.00
ChargePoint	EXPP-PL1000-DUAL-ASSURE-1	1 Year Prepaid ChargePoint Assure for the Dual Cable EXPP-PL1000.	\$1,490	5%	\$1,415.50
ChargePoint	EXPP-PL1000-DUAL-ASSURE-2	2 Year Prepaid ChargePoint Assure for the Dual Cable EXPP-PL1000.	\$2,820	5%	\$2,679.00
ChargePoint	EXPP-PL1000-DUAL-ASSURE-3	3 Year Prepaid ChargePoint Assure for the Dual Cable EXPP-PL1000.	\$4,020	5%	\$3,819.00
ChargePoint	EXPP-PL1000-DUAL-ASSURE-4	4 Year Prepaid ChargePoint Assure for the Dual Cable EXPP-PL1000.	\$5,040	5%	\$4,788.00
ChargePoint	EXPP-PL1000-DUAL-ASSURE-5	5 Year Prepaid ChargePoint Assure for the Dual Cable EXPP-PL1000.	\$5,950	5%	\$5,652.50
ChargePoint	EXPP-PL1000-DUAL-ASSURE-6	6 Year Prepaid ChargePoint Assure for the Dual Cable EXPP-PL1000.	\$7,560	5%	\$7,182.00
ChargePoint	EXPP-PL1000-DUAL-ASSURE-7	7 Year Prepaid ChargePoint Assure for the Dual Cable EXPP-PL1000.	\$9,380	5%	\$8,911.00
ChargePoint	EXPP-PL1000-DUAL-ASSURE-8	8 Year Prepaid ChargePoint Assure for the Dual Cable EXPP-PL1000.	\$11,280	5%	\$10,716.00
ChargePoint	EXPP-PL1000-DUAL-ASSURE-9	9 Year Prepaid ChargePoint Assure for the Dual Cable EXPP-PL1000.	\$13,410	5%	\$12,739.50
ChargePoint	EXPP-PL1000-DUAL-ASSURE-10	10 Year Prepaid ChargePoint Assure for the Dual Cable EXPP-PL1000.	\$15,600	5%	\$14,820.00

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price
ChargePoint	EXPP-PL2000-DUAL-ASSURE-1	1 Year Prepaid ChargePoint Assure for the Dual Cable EXPP-PL2000.	\$2,490	5%	\$2,365.50
ChargePoint	EXPP-PL2000-DUAL-ASSURE-2	2 Year Prepaid ChargePoint Assure for the Dual Cable EXPP-PL2000.	\$2,490	5%	\$2,365.50
ChargePoint	EXPP-PL2000-DUAL-ASSURE-3	3 Year Prepaid ChargePoint Assure for the Dual Cable EXPP-PL2000.	\$6,720	5%	\$6,384.00
ChargePoint	EXPP-PL2000-DUAL-ASSURE-5	5 Year Prepaid ChargePoint Assure for the Dual Cable EXPP-PL2000.	\$9,950	5%	\$9,452.50
ChargePoint	ChargePoint NEVI Package				
ChargePoint	CP-EXPP-NEVI	Complete NEVI package from ChargePoint including 5 years of services. Includes 2x EXPP-PL202X1BC-6A1S1-6A1S1-FHWA, 2x EXPP-PL2000-COMMISSIONING, 2x DC-UNIVERSAL-CMT-METRIC, 2x EXPP-PB1000-500A-PD-FHWA, 2x EXPP-PB1000-350A-PD-FHWA, 4x EXPP-PB1000-CMT, 4x EXPP-BLOCK-COMMISSIONING, 16x EXPP-PM-40KW-FHWA, 2x CPSUPPORT-ACTIVE, 2x EXPP-PL2000-DUAL-ASSURE-5, 4x EXPP-BLOCK-ASSURE-5, 4x CPCLD-ENTERPRISE-DC-5	\$629,530	5%	\$598,053.50
ChargePoint					
ChargePoint Spare Parts					
ChargePoint	CPF50-CMK8	CPF50 Cord Management Kit, 8'	\$1,405	5%	\$1,334.75
ChargePoint	CT4000-CMK6	CT4000 Cord Management Kit 6'	\$775	5%	\$736.25
ChargePoint	CT4000-CMK-F	CT4000 Cord Management Kit 6'	\$1,570	5%	\$1,491.50
ChargePoint	CT4001-MNT-F	CT4001 Floor Mounting Kit	\$455	5%	\$432.25
ChargePoint	CT4003-BD	CT4003 Wall Mount Body	\$1,035	5%	\$983.25
ChargePoint	CT4003-CMKMNT-F	CT4003 CMK to Wall Mounting Kit	\$405	5%	\$384.75
ChargePoint	CT4010-HD2-GW1-F	CT4000 Single Output Gateway head, Field Replaceable Unit	\$3,290	5%	\$3,125.50
ChargePoint	CT4010-HD2-GW-LTE	CT4010, Gateway Head, LTE, NA, Single Output, 18' Cable	\$3,020	5%	\$2,869.00
ChargePoint	EXPP-PM-40KW	40 kW Power Module for use in Power Block	\$10,000	5%	\$9,500.00
ChargePoint					
ChargePoint Card Packages					
ChargePoint	CT1000-CPCMF-CPFL00K	The ChargePoint RFID Fleet Card Kit includes 10 RFID 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 RFID Fleet Cards can be used at stations owned by the organization or public ChargePoint stations.	\$80	5%	\$76.00
ChargePoint	CT1000-CPCMF-CNCP00K	ChargePoint Cards in Mailing Folders -Key Fob Size. Purchase in multiples of 25 kits. 1 card per mailing folder.	\$8	5%	\$7.60
ChargePoint	RFID-FLEET-250-NA-NST-CP	RFID Fleet Cards, 250 Cards, NA, No sticker, CP	\$1,750	5%	\$1,662.50
ChargePoint					
Processing fee					
ChargePoint	Processing fee	Per transaction	10%		
ENEL-X WAY					
Enel-X Way	Enel X NA - DC Fast Charger (JuicePump) Options				
Enel-X Way	TRI093-050-CCR-NO	JuicePump 50 kW 1.0 DCFC w/ 8' cables (Tritium RT50)	\$34,200	20.0%	\$27,360.00
Enel-X Way	TRI093-050-CCR-YES	JuicePump 50 kW 1.0 DCFC w/ 8' cables & UPT (Tritium RT50)	\$36,499	20.0%	\$29,199.20
Enel-X Way	18763	JuicePump 50 kW 2.0 DCFC w/6m cables (Tritium RTM50)	\$43,500	13.0%	\$37,845.00
Enel-X Way	18763-CCR	JuicePump 50 kW 2.0 DCFC w/6m cables & UPT (Tritium RTM50)	\$44,800	13.0%	\$38,976.00
Enel-X Way	18773	JuicePump 75 kW 2.0 DCFC w/6m cables (Tritium RTM75)	\$50,500	13.0%	\$43,935.00
Enel-X Way	18773-CCR	JuicePump 75 kW 2.0 DCFC w/6m cables & UPT (Tritium RTM75)	\$51,800	13.0%	\$45,066.00
Enel-X Way	HPCT-100-480-2	JuicePump - DCFC 100kW Charger Power Unit (BTC)	\$36,700	15.0%	\$31,195.00
Enel-X Way	HPCT-150-480-2	JuicePump - DCFC 150kW Charger Power Unit (BTC)	\$41,400	15.0%	\$35,190.00
Enel-X Way	HPCT-200-480-2	JuicePump - DCFC 200kW Charger Power Unit (BTC)	\$52,000	15.0%	\$44,200.00
Enel-X Way	HPCD1-200-01-003	JuicePump - DCFC 100/150/200kW Charger User Unit, 200A CHAdeMO/CCS1 Dispenser (BTC)	\$31,400	15.0%	\$26,690.00
Enel-X Way	HPCD1-350-01-003	JuicePump - DCFC 100/150/200kWCharger User Unit, 350A CHAdeMO/CCS1 Dispenser (BTC)	\$34,200	13.0%	\$29,754.00
Enel-X Way	RT175-UUD-480V-RFID	JuicePump 175 kW DCFC w/ 17' cables without UPT (Tritium RT175-S)	\$101,901	20.0%	\$81,520.80
Enel-X Way	RT175-UUD-480V-CCR	JuicePump 175 kW DCFC w/ 17' cables with UPT (Tritium RT175-S)	\$103,500	20.0%	\$82,800.00
Enel-X Way	HPCT-150-PROV	JuicePump - DCFC 100/150/200kW Charger Provisioning	\$3,000	0.0%	\$3,000.00
Enel-X Way	Data Plans for JuiceRouter/JuicePedestal (UPT)/JuicePump/JuiceBox Pro Cellular (250MG)				
Enel-X Way	DPL-250MxA-001	JuiceBox Cellular Data Plan, 1-Year (250MB)	\$100	0.0%	\$100.00
Enel-X Way	DPL-250MxA-003	JuiceBox Cellular Data Plan, 3-Year (250MB)	\$300	0.0%	\$300.00

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price
Enel-X Way	DPL-250MxA-005	JuiceBox Cellular Data Plan, 5-Year (250MB)	\$500	0.0%	\$500.00
Enel-X Way	DPL-001GxA-001	JuiceRouter Data Plan, 1-Year (1 GB)	\$300	0.0%	\$300.00
Enel-X Way	DPL-001GxA-003	JuiceRouter Data Plan, 3-Year (1 GB)	\$900	0.0%	\$900.00
Enel-X Way	DPL-001GxA-005	JuiceRouter Data Plan, 5-Year (1 GB)	\$1,500	0.0%	\$1,500.00
Enel-X Way	Standard Warranty Extension - All Enel X Hardware includes a standard, 2- or 3-year, Parts Only Warranty. Extension provides 5-year coverage				
Enel-X Way	EXT-JRxxxx-002	JuiceRouter Warranty Extension, 2-year	\$85	0.0%	\$85.00
Enel-X Way	EXT-PMPx50-002	JuicePump 50 kW Warranty Extension, 2-year	\$1,875	0.0%	\$1,875.00
Enel-X Way	EXT-PMP100-P03	JuicePump 100kW Power Unit Warranty Extension, 3-year	\$3,900	0.0%	\$3,900.00
Enel-X Way	EXT-PMP200-P03	JuicePump 150/200kW Power Unit Warranty Extension, 3-year	\$4,400	0.0%	\$4,400.00
Enel-X Way	EXT-PMP175-003	JuicePump 175kW Warranty Extension, 3-year	\$7,800	0.0%	\$7,800.00
Enel-X Way	EXT-PMPxLP-P03	JuicePump 200a Dispenser Unit Warranty Extension, 3-year	\$3,050	0.0%	\$3,050.00
Enel-X Way	EXT-PMPxHP-D03	JuicePump 350a Dispenser Unit Warranty Extension, 3-year	\$3,550	0.0%	\$3,550.00
Enel-X Way	Operations & Maintenance Plan - Enel X standard warranty is Parts Only, O&M includes Labor and Service Fees				
Enel-X Way	OMP-PMPx50-003	JuicePump 50 kW DCFC, 3-year	\$6,219	0.0%	\$6,219.00
Enel-X Way	OMP-PMPx50-005	JuicePump 50 kW DCFC, 5-year	\$11,455	0.0%	\$11,455.00
Enel-X Way	OMP-PMP100-P02	JuicePump 100kW Power Unit DCFC, 2-year	\$4,550	0.0%	\$4,550.00
Enel-X Way	OMP-PMP100-P05	JuicePump 100kW Power Unit DCFC, 5-year	\$13,250	0.0%	\$13,250.00
Enel-X Way	OMP-PMP150-P02	JuicePump 150kW Power Unit DCFC, 2-year	\$5,050	0.0%	\$5,050.00
Enel-X Way	OMP-PMP150-P05	JuicePump 150kW Power Unit DCFC, 5-year	\$14,700	0.0%	\$14,700.00
Enel-X Way	OMP-PMP175-002	JuicePump 175 kW DCFC, 2-year	\$11,200	0.0%	\$11,200.00
Enel-X Way	OMP-PMP175-005	JuicePump 175kW DCFC, 5-year	\$31,195	0.0%	\$31,195.00
Enel-X Way	OMP-PMP200-P02	JuicePump 200kW Power Unit DCFC, 2-year	\$5,300	0.0%	\$5,300.00
Enel-X Way	OMP-PMP200-P05	JuicePump 200kW Power Unit DCFC, 5-year	\$15,290	0.0%	\$15,290.00
Enel-X Way	OMP-PMPxLP-D02	JuicePump 200a Dispenser Unit, 2-year	\$3,550	0.0%	\$3,550.00
Enel-X Way	OMP-PMPxHP-D02	JuicePump 350a Dispenser Unit, 2-year	\$4,275	0.0%	\$4,275.00
Enel-X Way	OMP-PMPxLP-D05	JuicePump 200a Dispenser Unit, 5-year	\$10,350	0.0%	\$10,350.00
Enel-X Way	OMP-PMPxHP-D05	JuicePump 350a Dispenser Unit, 5-year	\$12,475	0.0%	\$12,475.00
Enel-X Way	Processing fee				
Enel-X Way	Processing fee	Per transaction	2.9% + \$0.30/swipe		
KEMPOWER					
Kempower	C-Series Power Units - 500V (for use with S-Series dispensers, ready for four dispensers standard)				
Kempower	1-door Power Cabinets				
Kempower	C501P40ND4L	Output Voltage 200-500, 4 dynamic power shared outputs, 50kW max	\$41,297	15%	\$35,102.04
Kempower	C501P80ND4L	Output Voltage 200-500, 4 dynamic power shared outputs, 100kW max	\$55,559	15%	\$47,225.15
Kempower	C501P120ND4L	Output Voltage 200-500, 4 dynamic power shared outputs, 150kW max	\$69,823	15%	\$59,349.55
Kempower	C501P160ND4L	Output Voltage 200-500, 4 dynamic power shared outputs, 200kW max	\$84,085	15%	\$71,472.25
Kempower	D8-C501	Upgrade to 8 dispensers with dynamic dynamic power sharing	\$6,143	15%	\$5,221.55
Kempower	KP-C501-SIDEENTRYBASE	Base 8 inch C-Series Kit, allows for side entry of conduits	\$1,064	15%	\$904.40
Kempower	2-door Power Cabinets				
Kempower	C502P40ND4L	Output Voltage 200-500, 4 dynamic power shared outputs, 50kW max	\$67,628	15%	\$57,483.80
Kempower	C502P200ND4L	Output Voltage 200-500, 4 dynamic power shared outputs, 250kW max	\$124,679	15%	\$105,977.15
Kempower	C502P240ND4L	Output Voltage 200-500, 4 dynamic power shared outputs, 300kW max	\$138,942	15%	\$118,100.70
Kempower	C502P280ND4L	Output Voltage 200-500, 4 dynamic power shared outputs, 350kW max	\$153,205	15%	\$130,224.25
Kempower	C502P320ND4L	Output Voltage 200-500, 4 dynamic power shared outputs, 400kW max	\$167,468	15%	\$142,347.80
Kempower	D8-C502	Upgrade to 8 dispensers with dynamic dynamic power sharing	\$12,286	15%	\$10,443.10
Kempower	KP-C502-SIDEENTRYBASE	Base 8 inch C-Series Kit, allows for side entry of conduits	\$2,128	15%	\$1,808.80
Kempower	3-door Power Cabinets				
Kempower	C503P40ND4L	Output Voltage 200-500, 4 dynamic power shared outputs, 50kW max	\$93,959		
Kempower	C503P360ND4L	Output Voltage 200-500, 4 dynamic power shared outputs, 450kW max	\$208,062	15%	\$176,852.70
Kempower	C503P400ND4L	Output Voltage 200-500, 4 dynamic power shared outputs, 500kW max	\$222,325	15%	\$188,976.25
Kempower	C503P440ND4L	Output Voltage 200-500, 4 dynamic power shared outputs, 550kW max	\$236,588	15%	\$201,099.80

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price
Kempower	C503P480ND4L	Output Voltage 200-500, 4 dynamic power shared outputs, 600kW max	\$250,851	15%	\$213,223.35
Kempower	D8-C503	Upgrade to 8 dispensers with dynamic dynamic power sharing	\$18,430	15%	\$15,665.50
Kempower	KP-C503-SIDEENTRYBASE	Base 8 inch C-Series Kit, allows for side entry of conduits	\$3,192	15%	\$2,713.20
Kempower	Note: It is not possible to upgrade to Dynamic 8 after Kempower Order Confirmation.				
Kempower	C-Series Power Units - 800V (for use with S-Series dispensers, ready for four dispensers standard)				
Kempower	1-door Power Cabinets				
Kempower	C801P40ND4L	Output Voltage 200-800, 4 dynamic power shared outputs, 50kW max	\$41,297	15%	\$35,102.04
Kempower	C801P80ND4L	Output Voltage 200-800, 4 dynamic power shared outputs, 100kW max	\$55,559	15%	\$47,225.15
Kempower	C801P120ND4L	Output Voltage 200-800, 4 dynamic power shared outputs, 150kW max	\$69,823	15%	\$59,349.55
Kempower	C801P160ND4L	Output Voltage 200-800, 4 dynamic power shared outputs, 200kW max	\$84,085	15%	\$71,472.25
Kempower	D8-C801	Upgrade to 8 dispensers with dynamic dynamic power sharing	\$6,143	15%	\$5,221.55
Kempower	KP-C801-SIDEENTRYBASE	Base 8 inch C-Series Kit, allows for side entry of conduits	\$1,064	15%	\$904.40
Kempower	2-door Power Cabinets				
Kempower	C802P40ND4L	Output Voltage 200-800, 4 dynamic power shared outputs, 50kW max	\$67,628	15%	\$57,483.80
Kempower	C802P200ND4L	Output Voltage 200-800, 4 dynamic power shared outputs, 250kW max	\$124,679	15%	\$105,977.15
Kempower	C802P240ND4L	Output Voltage 200-800, 4 dynamic power shared outputs, 300kW max	\$138,942	15%	\$118,100.70
Kempower	C802P280ND4L	Output Voltage 200-800, 4 dynamic power shared outputs, 350kW max	\$153,205	15%	\$130,224.25
Kempower	C802P320ND4L	Output Voltage 200-800, 4 dynamic power shared outputs, 400kW max	\$167,468	15%	\$142,347.80
Kempower	D8-C802	Upgrade to 8 dispensers with dynamic dynamic power sharing	\$12,286	15%	\$10,443.10
Kempower	KP-C802-SIDEENTRYBASE	Base 8 inch C-Series Kit, allows for side entry of conduits	\$2,128	15%	\$1,808.80
Kempower	3-door Power Cabinets				
Kempower	C803P40ND4L	Output Voltage 200-800, 4 dynamic power shared outputs, 50kW max	\$93,959	15%	\$79,865.15
Kempower	C803P360ND4L	Output Voltage 200-800, 4 dynamic power shared outputs, 450kW max	\$208,062	15%	\$176,852.70
Kempower	C803P400ND4L	Output Voltage 200-800, 4 dynamic power shared outputs, 500kW max	\$222,325	15%	\$188,976.25
Kempower	C803P440ND4L	Output Voltage 200-800, 4 dynamic power shared outputs, 550kW max	\$236,588	15%	\$201,099.80
Kempower	C803P480ND4L	Output Voltage 200-800, 4 dynamic power shared outputs, 600kW max	\$250,851	15%	\$213,223.35
Kempower	D8-C503	Upgrade to 8 dispensers with dynamic dynamic power sharing	\$18,430	15%	\$15,665.50
Kempower	KP-C803-SIDEENTRYBASE	Base 8 inch C-Series Kit, allows for side entry of conduits	\$3,192	15%	\$2,713.20
Kempower	Note: It is not possible to upgrade to Dynamic 8 after Kempower Order Confirmation.				
Kempower	S-Series Charging Satellites (Dispensers for use with C-Series power cabinets)				
Kempower	SU5CSL	200A Max, 1x CCS1, 5m	\$8,996	15%	\$7,646.60
Kempower	SUU5CSL	200A Max, 2x CCS1, 5m	\$13,780	15%	\$11,713.00
Kempower	SUD5CBSL	200A Max, 1x CCS1 + 1x CHAdeMO, 5m	\$13,825	15%	\$11,751.25
Kempower	KP-CCS-7M	Per charging cable - 7m	\$352	15%	\$299.20
Kempower	KP-CCS-300A	CCS1 300A 5m per cable	\$2,830	15%	\$2,405.50
Kempower	KP-Payter-P68	Contactless credit card reader with chip, swipe, RFID from Payter	\$2,019	15%	\$1,716.15
Kempower	C-Series Station Charger (stand alone) - 500V (two cables standard)				
Kempower	1-door Power Cabinets				
Kempower	C501P40UU5CSD2L	Output Voltage 200-500, 2 dynamic power shared outputs, 200A 2x CCS1, 50kW max	\$40,775	15%	\$34,658.75
Kempower	C501P80UU5CSD2L	Output Voltage 200-500, 2 dynamic power shared outputs, 200A 2x CCS1, 100kW max	\$54,394	15%	\$46,234.90
Kempower	C501P120UU5CSD2L	Output Voltage 200-500, 2 dynamic power shared outputs, 200A 2x CCS1, 150kW max	\$69,014	15%	\$58,661.90
Kempower	C501P160UU5CSD2L	Output Voltage 200-500, 2 dynamic power shared outputs, 200A 2x CCS1, 200kW max	\$81,633	15%	\$69,388.05
Kempower	D4-C501	Upgrade to add 2 plugs (satellites) in addition to cables on unit with dynamic dynamic power sharing	\$7,125	15%	\$6,056.25
Kempower	2-door Power Cabinets				
Kempower	C502P200UU5CSD2L	Output Voltage 200-500, 2 dynamic power shared outputs, 200A 2x CCS1, 250kW max	\$113,273	15%	\$96,282.05
Kempower	C502P240UU5CSD2L	Output Voltage 200-500, 2 dynamic power shared outputs, 200A 2x CCS1, 300kW max	\$126,892	15%	\$107,858.20
Kempower	C502P280UU5CSD2L	Output Voltage 200-500, 2 dynamic power shared outputs, 200A 2x CCS1, 350kW max	\$140,512	15%	\$119,435.20
Kempower	C502P320UU5CSD2L	Output Voltage 200-500, 2 dynamic power shared outputs, 200A 2x CCS1, 400kW max	\$154,131	15%	\$131,011.35
Kempower	D4-C502	Upgrade to add 2 plugs (satellites) in addition to cables on unit with dynamic dynamic power sharing	\$14,249	15%	\$12,111.65
Kempower	KP-CHADEMO-5M	125A, 5m, per cable	\$43	15%	\$36.55
Kempower	KP-CCS-7M	CCS1, 7m, per cable	\$335	15%	\$284.75
Kempower	KP-CHADEMO-7M	CHAdeMO, 7m, per cable	\$335	15%	\$284.75

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price
Kempower	Note: It is not possible to upgrade D2 to D4 after Kempower Order Confirmation.				
Kempower	C-Series Station Charger (stand alone) - 800V				
Kempower	1-door Power Cabinets				
Kempower	C801P40UU5CSD2L	Output Voltage 200-800, 2 dynamic power shared outputs, 200A 2x CCS1, 50kW max	\$40,775	15%	\$34,658.75
Kempower	C801P80UU5CSD2L	Output Voltage 200-800, 2 dynamic power shared outputs, 200A 2x CCS1, 100kW max	\$54,394	15%	\$46,234.90
Kempower	C801P120UU5CSD2L	Output Voltage 200-800, 2 dynamic power shared outputs, 200A 2x CCS1, 150kW max	\$69,014	15%	\$58,661.90
Kempower	C801P160UU5CSD2L	Output Voltage 200-800, 2 dynamic power shared outputs, 200A 2x CCS1, 200kW max	\$81,633	15%	\$69,388.05
Kempower	D4-C801	Upgrade to add 2 satellites in addition to cables on unit	\$7,125	15%	\$6,056.25
Kempower	2-door Power Cabinets				
Kempower	C802P200UU5CSD2L	Output Voltage 200-800, 2 dynamic power shared outputs, 200A 2x CCS1, 250kW max	\$113,273	15%	\$96,282.05
Kempower	C802P240UU5CSD2L	Output Voltage 200-800, 2 dynamic power shared outputs, 200A 2x CCS1, 300kW max	\$126,892	15%	\$107,858.20
Kempower	C802P280UU5CSD2L	Output Voltage 200-800, 2 dynamic power shared outputs, 200A 2x CCS1, 350kW max	\$140,512	15%	\$119,435.20
Kempower	C802P320UU5CSD2L	Output Voltage 200-800, 2 dynamic power shared outputs, 200A 2x CCS1, 400kW max	\$154,131	15%	\$131,011.35
Kempower	D4-C802	Upgrade to add 2 plugs (satellites) in addition to cables on unit	\$14,249	15%	\$12,111.65
Kempower	KP-CHADEMO-5M	125A CHAdEMO, 5m, per cable	\$43	15%	\$36.55
Kempower	KP-CCS-7M	CCS1, 7m, per cable	\$335	15%	\$284.75
Kempower	KP-CHADEMO-7M	CHAdEMO, 7m, per cable	\$335	15%	\$284.75
Kempower	Note: It is not possible to upgrade D2 to D4 after Kempower Order Confirmation.				
Kempower	T-Series Mobile Charging Units				
Kempower	T500P40U5BSL	Output Voltage 200-500, 1x CCS1, 50kW max	\$24,439	15%	\$20,773.15
Kempower	T500P40U5BSL	Output Voltage 200-500, 2x CCS1, 50kW max or 2x25kW simultaneous	\$27,578	15%	\$23,441.30
Kempower	T800P40U5ASL	Output Voltage 200-800, 1x CCS1, 50kW max	\$24,080	15%	\$20,468.00
Kempower	T800P40U5ASL	Output Voltage 200-800, 2x CCS1, 50kW max or 2x25kW simultaneous	\$26,861	15%	\$22,831.85
Kempower	KP-CCS-7M	CCS1, 7m, per cable	\$359	15%	\$305.15
Kempower	Services (per connector per year)				
Kempower	999030	Remote Commissioning Support - one time	\$929	0%	\$929.00
Kempower	999050FEE	ChargEye Data	\$84	0%	\$84.00
Kempower	999045	ChargEye Advanced Free Trial	\$0	0%	\$0.00
Kempower	999041FEE	ChargEye Depot Basic	\$84	0%	\$84.00
Kempower	999042FEE	ChargEye Depot Advanced	\$312	0%	\$312.00
Kempower	999043FEE	ChargEye Depot Master	\$624	0%	\$624.00
Kempower	999047FEE	Vehicle Priority Charging	\$84	0%	\$84.00
Kempower	999051FEE	ChargEye CPO Basic	\$84	0%	\$84.00
Kempower	999052FEE	ChargEye CPO Advanced	\$312	0%	\$312.00
Kempower	999053FEE	ChargEye CPO Master	\$624	0%	\$624.00
Kempower	Shipping				
Kempower	ADD 7% FOR SHIPPING				
Kempower	Warranty				
Kempower	Base warranty	26 months from date of shipment	Included	Included	Included
Kempower	KEMP-EXTWARR	Extended parts warranty - 12 months (up to 122 months total)	3%	0%	3%
DELTA					
Delta	CHARGERS				
Delta	EVDU25U4BUM	3-phase 480V input, 25kW, CCS	\$13,650	30%	\$9,555.00
Delta	EVDU25U4CUM	3-phase 208V input, 25kW, CCS	\$13,650	30%	\$9,555.00
Delta	EVDU25U4AUM	1-phase 240V input, 25kW, CCS	\$14,750	30%	\$10,325.00
Delta	EVDU25C4BUM	3-phase 480V input, 25kW, CCS & CHAdEMO	\$17,500	30%	\$12,250.00
Delta	EVDU25C4CUM	3-phase 208V input, 25kW, CCS & CHAdEMO	\$17,500	30%	\$12,250.00
Delta	EVDU25C4AUM	1-phase 240V input, 25kW, CCS & CHAdEMO	\$18,500	30%	\$12,950.00
Delta	EVHU104UMAA05	3-phase 480V input, 100kW, CCS & CHAdEMO	\$66,820	30%	\$46,774.25
Delta	EVHU104UHAA05	3-phase 480V input, 100kW, 2x CCS	\$63,692	30%	\$44,584.44
Delta	FLOOR MOUNT OPTION				

Manufacturer	Order Code	Product Description	Current USD List Price	NASPO Discount Off	Final State Price
Delta	EVCS-PED-DEL25	Pedestal for 25kW units (not Delta factory unit)	\$2,125	30%	\$1,487.50
EV CONNECT (available for Kempower, Delta)					
EV Connect	DC Networking Plans				
EV Connect	EVC-OPTIMIZE-DC-1YR	EVC DC Optimize Charge Station Management System, 1 year term per DC port	\$595	5%	\$565.25
EV Connect	EVC-OPTIMIZE-DC-2YR	EVC DC Optimize Charge Station Management System, 2 year term per DC port	\$1,190	5%	\$1,130.50
EV Connect	EVC-OPTIMIZE-DC-3YR	EVC DC Optimize Charge Station Management System, 3 year term per DC port	\$1,681	5%	\$1,596.95
EV Connect	EVC-OPTIMIZE-DC-4YR	EVC DC Optimize Charge Station Management System, 4 year term per DC port	\$2,241	5%	\$2,128.95
EV Connect	EVC-OPTIMIZE-DC-5YR	EVC DC Optimize Charge Station Management System, 5 year term per DC port	\$2,663	5%	\$2,529.85
EV Connect	EVC-OPTIMIZE-DC-1YR-PLUG-ADD-ON	EVC DC Optimize Charge Station Management System, 1 year term additional simultaneous use DC port	\$250	5%	\$237.50
EV Connect	EVC-OPTIMIZE-DC-2YR-PLUG-ADD-ON	EVC DC Optimize Charge Station Management System, 2 year term additional simultaneous use DC port	\$500	5%	\$475.00
EV Connect	EVC-OPTIMIZE-DC-3YR-PLUG-ADD-ON	EVC DC Optimize Charge Station Management System, 3 year term additional simultaneous use DC port	\$750	5%	\$712.50
EV Connect	EVC-OPTIMIZE-DC-4YR-PLUG-ADD-ON	EVC DC Optimize Charge Station Management System, 4 year term additional simultaneous use DC port	\$1,000	5%	\$950.00
EV Connect	EVC-OPTIMIZE-DC-5YR-PLUG-ADD-ON	EVC DC Optimize Charge Station Management System, 5 year term additional simultaneous use DC port	\$1,250	5%	\$1,187.50
EV Connect	EVC-DC-1YR-FLEET-ADD-ON	EVC Fleet Add-On For DC Units	\$49	5%	\$46.55
EV Connect	EVC-DC-2YR-FLEET-ADD-ON	EVC Fleet Add-On For DC Units	\$98	5%	\$93.10
EV Connect	EVC-DC-3YR-FLEET-ADD-ON	EVC Fleet Add-On For DC Units	\$147	5%	\$139.65
EV Connect	EVC-DC-4YR-FLEET-ADD-ON	EVC Fleet Add-On For DC Units	\$196	5%	\$186.20
EV Connect	EVC-DC-5YR-FLEET-ADD-ON	EVC Fleet Add-On For DC Units	\$245	5%	\$232.75
EV Connect	Activation				
EV Connect	EVC-ACTIVATE	EVConnect Activation Charge per site, free if term is 3 years or more	\$395	5%	\$375.25
EV Connect	Extended Warranties				
EV Connect	EVC-SHEILD	PENDING	TBD		
EV Connect	Processing fee				
EV Connect	Processing fee	Per transaction	4% + \$0.25/swipe		
CHARGERHELP! Reliability As A Service					
ChargerHelp!	DC Reliability As A Service				
ChargerHelp!	CH-2daySLA-DC-RaaS-2YR	ChargerHelp Reliability As A Service O&M Labor, 2-day SLA for DC units, 2 year term	\$2,880	5%	\$2,736.00
ChargerHelp!	CH-2daySLA-DC-RaaS-3YR	ChargerHelp Reliability As A Service O&M Labor, 2-day SLA for DC units, 3 year term	\$4,320	5%	\$4,104.00
ChargerHelp!	CH-2daySLA-DC-RaaS-5YR	ChargerHelp Reliability As A Service O&M Labor, 2-day SLA for DC units, 5 year term	\$6,600	5%	\$6,270.00
ChargerHelp!	CH-3daySLA-DC-RaaS-2YR	ChargerHelp Reliability As A Service O&M Labor, 3-day SLA for DC units, 2 year term	\$2,400	5%	\$2,280.00
ChargerHelp!	CH-3daySLA-DC-RaaS-3YR	ChargerHelp Reliability As A Service O&M Labor, 3-day SLA for DC units, 3 year term	\$3,600	5%	\$3,420.00
ChargerHelp!	CH-3daySLA-DC-RaaS-5YR	ChargerHelp Reliability As A Service O&M Labor, 3-day SLA for DC units, 5 year term	\$5,400	5%	\$5,130.00
ChargerHelp!	DC Add-On Services				
ChargerHelp!	CH-RaaS-COMMISSIONING-DC	Commissioning of DC station in conjunction with RaaS	\$460	5%	\$437.00
ChargerHelp!	CH-RaaS-SIGNALTEST-DC	Cell signal testing of DC station in conjunction with RaaS	\$95	5%	\$90.25
ChargerHelp!	CH-RaaS-VANDALISM-DC	Additional vandalism labor coverage of DC station in conjunction with RaaS (max 2 events/year)	\$15	5%	\$14.25
ChargerHelp!	CH-RaaS-PM-DC-#	Preventative maintenance - request quote at sales@chargerhelp.com	Custom	5%	Custom
ChargerHelp!	Available in select markets. Check with your NCC rep.				



ATTACHMENT D

MARYLAND TERMS AND CONDITIONS

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contract” means the Master Agreement that resulted from the RFP and into which the parties entered.
- 1.3 “Contractor” means the entity first named above whose principal business address is 209 Kalamath Street, Suite 4, Denver, CO 80223, and whose principal office in Maryland is 301 West Preston Street, Room 801, Baltimore, MD 20201, whose Federal Employer Identification Number or Social Security Number is 45-3714743, and whose eMaryland Marketplace Advantage vendor ID number is SUP843952.
- 1.4 “Financial Proposal” means the Contractor’s Best and Final Offer (BAFO) dated November 16, 2023.
- 1.5 Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.6 “RFP” means the Request for Proposals (No. BPM037964) and any amendments, addenda, and attachments thereto issued in writing by the State.
- 1.7 “State” means the State of Maryland.
- 1.8 “Technical Proposal” means the Contractor’s Technical Proposal as modified and supplemented by the Contractor’s responses to requests clarifications and requests for cure, and by any Best and Final Offer.
- 1.9 “Veteran-owned Small Business Enterprise” (VSBE) means A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- 1.10 Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

2. Scope of Contract

- 2.1 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The



Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

- 2.2 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Reserved.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, Maryland shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Contractor's Cost Proposal. Unless properly modified (see above Section 2), payment to the Contractor pursuant to this Contract, including the initial term and any renewal term, shall not exceed the contracted amount.

Contractor shall notify the Contract Monitor, in writing, at least sixty (60) days before payments reach the NTE Amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult and work in good faith with Maryland to establish a plan of action to assure that every reasonable effort is undertaken by the Contractor to complete State-defined critical work in progress prior to the date the NTE Amount will be reached; and (b) when applicable secure databases, systems, platforms, and applications on which the Contractor is working in an industry standard manner so as to prevent damage or vulnerabilities to any of the same due to the existence of any such unfinished work.

- 4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to the Contractor pursuant to this Contract shall be made no later than 30 days after Maryland's receipt of a proper invoice from the Contractor as required by RFP section 3.3.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and
- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only 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.

Final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Payment of an invoice by Maryland is not evidence that services were rendered as required under this Contract.

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

- 6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that



may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

- 6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by Maryland or developed by Contractor relating to the Contract, except as provided for in **Section 8. Confidential or Proprietary Information and Documentation**.

7. Patents, Copyrights, and Intellectual Property

- 7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date ("Pre-Existing Intellectual Property"). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.
- 7.2 Except for (1) information created or otherwise owned by Maryland or licensed by Maryland from third parties, including all information provided by Maryland to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract ("Deliverables"), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and Maryland will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract. This Section XI(b) shall be in force so long as the Purchasing Entity is not in arrears in payments for applicable software subscriptions require for the Product.
- 7.3. Subject to the terms of **Section 10**, Contractor shall defend, indemnify and hold harmless the State and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim that the Contractor-provided products/ services infringe, misappropriate or otherwise violate any third party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.



- 7.4 Without limiting Contractor's obligations under Section 5.3, if an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.
- 7.5 Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State as well as all required State approvals.
- 7.6 Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open source license.
- 7.7 The Contractor shall report to Maryland, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered to the State under this Contract.
- 7.8 The Contractor shall not affix (or permit any third party to affix), without Maryland's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, Maryland shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

8. Confidential or Proprietary Information and Documentation

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those set forth in this Contract.



- 8.2 The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

9. Loss of Data

- 9.1 In the event of loss of any State data or records where such loss is due to the act or omission of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which the Contractor is working hereunder.
- 9.2 In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data.
- 9.3 Protection of data and personal privacy (as further described and defined in RFP Section 3.8) shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the conditions identified in the **RFP**

10. Indemnification and Notification of Legal Requests

- 10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 10.2. The State has no obligation: (i) to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the Procurement Officer of any such claims, demands, actions, or suits.
- 10.3. Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting State Pre-Existing Intellectual Property, of other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the State, unless prohibited by law from providing such notice. The Contractor shall promptly notify the State of such receipt providing the State with a reasonable



opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request. .

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and 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.

12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, 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. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law Prevails

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any purchase order, task order, or Notice to Proceed issued thereunder, or any software, or any software license acquired hereunder.
- 13.3 Any and all references to the Maryland Code, annotated and contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor to solicit or secure



the Contract, and that the Contractor 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 Contract.

16. Non-Availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, fails to provide any required annual and renewable bond 30 days prior to expiration of the current bond then in effect, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned 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 21.07.01.12A (2).

19. Delays and Extensions of Time

- 19.1 The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.
- 19.2 Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual



capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$200,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website:

http://www.elections.state.md.us/campaign_finance/index.html.

24. Retention of Records

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, , whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The



Contractor shall provide copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

25. Right to Audit

- 25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.
- 25.2 Upon three (3) Business Days' notice, the State shall be provided reasonable access to Contractor's records to perform any such audits. Maryland may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at Maryland's election. Maryland may copy any record related to the services performed pursuant to the Contract. The Contractor agrees to fully cooperate and assist in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.
- 25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s). The Contractor shall ensure Maryland has the right to audit such subcontractor(s).

26. Compliance with Laws

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State 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, 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;
- 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.

27. Cost and Price Certification

- 27.1 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 the date of its Proposal.
- 27.2 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 of its Proposal, was inaccurate, incomplete, or not current.



28. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

29. Limitations of Liability

- 29.1 Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees as follows:
- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 7 "Patents, Copyrights, Intellectual Property"** of this Contract;
 - (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
 - (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall not exceed two (2) times the total value of the Contract or \$1,000,000, whichever is greater. The above limitation of liability is per incident.
 - (d) In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors shall be held to be agents of Contractor.
- 29.2 Contractor's indemnification obligations for Third party claims arising under Section 10 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's indemnification liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.
- 29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that it is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

30. Commercial Nondiscrimination

- 30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor



retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.
- 30.4 The Contractor shall include the language from 30.1, or similar clause approved in writing by Maryland, in all subcontracts.

31. Prompt Pay Requirements

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, Maryland, at its option and in its sole discretion, may take one or more of the following actions:
- (a) Not process further payments to the Contractor until payment to the subcontractor is verified;
 - (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
 - (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor;
 - (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - (e) Take other or further actions as appropriate to resolve the withheld payment.
- 31.2 An "undisputed amount" means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.



- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of Maryland concerning a withheld payment between the Contractor and a subcontractor under this **section 31**, may not:
- (a) Affect the rights of the contracting parties under any other provision of law;
 - (b) Be used as evidence on the merits of a dispute between Maryland and the Contractor in any other proceeding; or
 - (c) Result in liability against or prejudice the rights of Maryland.
- 31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the MBE program.
- 31.5 To ensure compliance with certified MBE subcontract participation goals, Maryland may, consistent with COMAR 21.11.03.13, take the following measures:
- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.

Verification shall include a review of:

 - i. The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
 - (b) If Maryland determines that the Contractor is not in compliance with certified MBE participation goals, then Maryland will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
 - (c) If Maryland determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that Maryland requires, then Maryland may:
 - i. Terminate the Contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.



- (d) Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

32. Living Wage

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, Maryland may withhold payment of any invoice or retainage. Maryland may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

33. Use of Estimated Quantities

Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and Maryland does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

34. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the State hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the State, following which, title shall pass to the State.

35. Effect of Contractor Bankruptcy

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this Contract, including services, is and shall be deemed to be "embodiments of intellectual property" for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code ("Code") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory statement of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State's rights of election, all rights and licenses granted to the State under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State's possession, shall be promptly delivered to the State, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

36. Miscellaneous

- 36.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.
- 36.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- 36.3 The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.



- 36.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e.g, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.
- 36.5 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

37. Contract Monitor and Procurement Officer

- 37.1 The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities. Maryland may change the Contract Monitor at any time by written notice to the Contractor.
- 37.2 The Procurement Officer has responsibilities as detailed in the Contract, and is the only State representative who can authorize changes to the Contract. Maryland may change the Procurement Officer at any time by written notice to the Contractor.

38. Reserved

39. Compliance with federal Health Insurance Portability and Accountability Act (HIPAA) and State Confidentiality Law

HIPAA clauses do not apply to this Contract.

40. Limited English Proficiency

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and MDH Policy 02.06.07.

41. Maryland's Green Purchasing Reporting Requirements

The State of Maryland reserves the right to request from the Contractor quarterly sales data over the life of this contract. This information must include details about the recycled content, third-party sustainability certifications, and other environmental attributes of products and services sold on this price agreement per the contract specifications.

This information will enable Maryland State agencies to comply with Article §14-405 of the Annotated Code of Maryland and COMAR 21.13.01.14, effective October 1, 2014, which requires Maryland state agencies to report to the Department of General Services on their procurement of environmentally preferable products and services.

To facilitate consistent reporting on targeted contracts, the Contractor will be provided with a VENDOR GREEN SALES REPORT template by the Maryland Department of General Services.

Attachment L. Bid/Proposal Affidavit

A. AUTHORITY

I hereby affirm that I, James Burness (name of affiant) am the CEO (title) and duly authorized representative of National Car Charging LLC (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/proposal on this project, the Bidder/Offeror has considered all Bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal. As part of its Bid/proposal, the Bidder/Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority bid/proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the

Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
-

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the

name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
-
-

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, State Department of Assessments and Taxation, and Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
 - (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
 - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
 - (2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:
-

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

N. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or bid/proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

By: 

Signature of Authorized Representative and Affiant

Printed Name: **James Burness**

Printed Name of Authorized Representative and Affiant

Title: **CEO**

Title

Date: **9/1/23**

Date

Attachment M. Conflict of Interest Affidavit and Disclosure

Reference COMAR 21.05.08.08

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Proposal is made.

C. The Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail — attach additional sheets if necessary):

E. The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: 9/1/23 By: 
(Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Attachment N. Mercury Affidavit

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

I, James Burness (name of affiant) am the CEO (title) and the duly authorized representative of National Car Charging LLC (name of the business). I possess the legal authority to make this affidavit on behalf of myself and the business for which I am acting.

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

The product(s) offered do contain mercury.

In an attachment to this Mercury Affidavit:

- (1) Describe the product or product component that contains mercury.
- (2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

I ACKNOWLEDGE THAT this affidavit is to be furnished to the procurement officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this affidavit or any contract resulting from the submission of this Proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this affidavit, (2) the contract, and (3) other affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

9/1/23

By: 

Date

Signature

Print Name: James Burness

Authorized Representative and Affiant

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Attachment O Contract Affidavit

A. AUTHORITY

I hereby affirm that I, James Burness (name of affiant) am the
CEO (title) and duly authorized representative of
National Car Charging LLC (name of business entity) and that I possess the legal
 authority to make this affidavit on behalf of the business for which I am acting.

**B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE
DEPARTMENT OF ASSESSMENTS AND TAXATION****I FURTHER AFFIRM THAT:**

The business named above is a (check applicable box):

- (1) Corporation - ☐ domestic or ☐ foreign;
- (2) Limited Liability Company - ☐ domestic or ☒ foreign;
- (3) Partnership - ☐ domestic or ☐ foreign;
- (4) Statutory Trust - ☐ domestic or ☐ foreign;
- (5) ☐ Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: Maryland Registered Agent Inc

Address: 5000 Thayer Center STE C, Oakland, MD 21550

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of

\$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
 - (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

- (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
 - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated 9/1/23, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: 9/1/23

By: James Burness (print name of Authorized Representative and Affiant)
 (signature of Authorized Representative and Affiant)

Maryland Living Wage Affidavit of Agreement for Service Contracts

Contract No. _____
 Name of Contractor: National Car Charging LLC
 Address: 209 Kalamath St., Suite 4
Denver, CO 80223

If the Contract Is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (check all that apply):

- ☐ Offeror is a nonprofit organization
- ☐ Offeror is a public service company
- ☐ Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- ☐ Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract Is a Living Wage Contract

- A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and ensure that its subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.
- B. _____ (initial here if applicable) The Offeror affirms it has no covered employees for the following reasons: (check all that apply):
- ☐ The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract

- ☐ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- ☐ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: James Burness

Signature of Authorized Representative:  Date: 5/17/24

Title: CEO

Witness Name (Typed or Printed): Randall Erkelens

Witness Signature:  Date: 5/17/24

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Attachment C

REQUEST FOR PROPOSALS for ELECTRIC VEHICLE CHARGING STATION EQUIPMENT AND SERVICES

Issued by
the STATE OF MARYLAND



In collaboration with



SOLICITATION NUMBER # BPM037964

RFP WEBSITE: <https://emma.maryland.gov>

Request for Proposals for
Electric Vehicle Charging Station Equipment and Services

Issued by the **State of Maryland**
Solicitation Number # BPM037964



RFP OVERVIEW

I. INTRODUCTION

This Request for Proposals (RFP) is being issued by the State of Maryland (“Lead State”) in collaboration with the NASPO ValuePoint cooperative purchasing program. The purpose of this RFP is to establish one or more Master Agreements for Electric Vehicle Charging Station Equipment and Services.

The solicitation is intended provide comprehensive EV Charging Station Solutions and Support for Participating Entities within the following Award Categories:

1. Category 1: Level 2 – EV Chargers (Hardware/Software/Support Services); and
2. Category 2: Level 3 – DC Fast Chargers (Hardware/Software/Support Services).

The scope for these two Award Categories includes all hardware (inclusive of original equipment purchases and replacement parts), software, and support services (i.e., training, repair, professional services, consulting services, project development, etc.) to develop, install, maintain, and repair the applicable Level 2 or 3 charging station.

Where an Offeror submits a proposal to both Award Categories, Offeror’s Technical proposals will be evaluated as a whole, based on the Category(ies) they are seeking an award in. Offeror should therefore submit a single combined Technical proposal, regardless of the number of Categories seeking an award in. An Offeror may submit a Cost for one or both categories. The Cost proposals will be evaluated only against the category submitted.

About NASPO ValuePoint

NASPO ValuePoint is a division of the National Association of State Procurement Officials (NASPO), a non-profit association dedicated to advancing public procurement through leadership, excellence, and integrity. In accordance with NASPO ValuePoint’s Lead State Model™, the Lead State is issuing this RFP, evaluating responses, and establishing Master Agreements with the support and assistance of a Multistate Sourcing Team™ composed of individuals from other member states, representing a broad range of perspectives that ensure the RFP incorporates best practices recognized by public entities across the country.

Participation in NASPO ValuePoint Master Agreements is convenient and cost-effective for eligible entities—including state departments, institutions, agencies, and political subdivisions, federally recognized tribes, and other eligible public and nonprofit entities in the 50 states, the District of Columbia, and U.S. territories—and suppliers, with no membership or registration required. In 2021, contractors reported a combined \$16.94 billion in sales through NASPO ValuePoint Master Agreements awarded through cooperative solicitations like this RFP. This RFP constitutes the first iteration of a NASPO ValuePoint established portfolio for Electric Vehicle Charging Station Equipment and Services.

More information about NASPO, NASPO ValuePoint, and the NASPO ValuePoint Lead State Model can be found at www.naspo.org and www.naspovaluepoint.org and in Attachment E, Participation Information.

II. GENERAL INFORMATION AND INSTRUCTIONS

- A. RFP Contact.** The following individual is the sole contact for this RFP:

Matthew Smith
Procurement Officer
State of Maryland

**Request for Proposals for
Electric Vehicle Charging Station Equipment and Services**

Issued by the **State of Maryland**
Solicitation Number # BPM037964



Matthew.smith2@maryland.gov / (410) 767-3039

B. RFP Website. The following website is the sole official source for RFP information and updates:

<https://emma.maryland.gov>

1. eMaryland Marketplace Advantage (eMMA)
2. eMMA is the electronic commerce system for the State of Maryland. The Solicitation Conference summary and attendance sheet, Offeror's questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.
3. In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to emma.maryland.gov, click on "New Vendor? Register Now" to begin the process, and then follow the prompts.
4. If the RFP is revised before the due date for Proposals, the State of Maryland shall post any addenda to the RFP on eMMA and shall endeavor to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It remains the responsibility of all prospective Offerors to check eMMA for any addenda issued prior to the submission of Proposals.
5. Proposals shall only be accepted via the State's internet based electronic procurement system, eMMA. Offerors may not mail or hand-deliver Proposals.
6. Assistance with eMMA can be found at emma.helpdesk@maryland.gov.

C. RFP Documents. This RFP consists of this RFP Overview, the following attachments, and any information or materials posted by the Lead State to the RFP Website, as amended:

1. Attachment A, RFP Terms and Conditions
2. Attachment B, Scope of Work
3. Attachment C, RFP Evaluation Plan
4. Attachment D, Sample Master Agreement
5. Attachment E, Participation Information
6. Attachment F, Protest Information
7. Attachment G, Offeror Information, Acknowledgements, and Certifications
8. Attachment H, Offeror Response Worksheet
9. Attachment I, Cost Proposal
10. Attachment J, Proposed Modifications to Sample Master Agreement
11. Attachment K, Claim of Business Confidentiality
12. Attachment L, Bid / Proposal Affidavit
13. Attachment M, Conflict of Interest Affidavit and Disclosure
14. Attachment N, Mercury Affidavit
15. Attachment O, Contract Affidavit

D. Important Dates.

1. **RFP Open Date:** July 14, 2023
2. **RFP Q&A Deadline:** August 7, 2023
3. **RFP Close Date:** August 23, 2023 2:00 PM Eastern Time.

IMPORTANT: There will be a pre-bid conference held via Google Meet. The information is provided below:

Pre-Bid Conference: July 31, 2023 2pm Eastern Time

**Request for Proposals for
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EV Charging Station Pre Bid Conference
Monday, July 31 · 2:00 – 3:00pm Local
Google Meet joining info
Video call link: <https://meet.google.com/yuk-odyq-des>
Or dial: (US) +1 402-839-8289 PIN: 515 104 311#

Dates and deadlines are subject to change. Offerors should continue checking the RFP Website for the most up-to-date information.

E. How to Ask Questions.

1. **Read and review this RFP, including all attachments, exhibits, and amendments.**
2. For questions about the content of this RFP, send your questions via the "Discussion + Q&A" tab through eMMA. Questions must reference the specific section of the RFP to which the question relates.
3. For assistance with technical issues associated with the RFP Website, contact eMMA support desk at emma.helpdesk@maryland.gov and/or state e-procurement administrator contact information.

F. How to Respond.

1. **Read and review this RFP, including all attachments, exhibits, and amendments.**
2. Prepare a proposal that:
 - a. Follows the requested format;
 - b. Includes the Solicitation Number on all materials making up the proposal;
 - c. Addresses each question and request for a response in this RFP, including all questions in Attachment H, Offeror Response Worksheet, Attachment I Cost Proposal, and provided affidavits (Attachment L, M, and N);
 - d. Clearly demonstrates your ability to meet the Scope of Work described in Section III (below) and Attachment B; and
 - e. Includes all required submissions identified in Section IV (below).
3. Submit your proposal by the RFP Close Date via eMMA portal.

III. SCOPE OF WORK

A detailed description of the Deliverables being sought through this RFP is attached as Attachment B, Scope of Work.

The scope of this RFP and its resulting Master Agreement(s) is intended to benefit all state departments, institutions, agencies, and political subdivisions and other eligible public and nonprofit entities in the 50 states, the District of Columbia, and U.S. territories. Therefore, **Offerors should not interpret the Scope of Work to be associated with or limited to any specific purchase, implementation, project, need, or program** within the Lead State or any other state or eligible entity. Proposals should be generally applicable to all potential Participating Entities and Purchasing Entities, except where specificity is requested.

The initial term of the Master Agreement(s) resulting from this RFP is anticipated to be three (3) years with two, 1-year renewal options. Renewal options must be executed upon mutual agreement by the Lead State and Contractor. Master Agreement term including renewal options not to exceed five years.

IV. OFFEROR RESPONSE

**Request for Proposals for
Electric Vehicle Charging Station Equipment and Services**

Issued by the **State of Maryland**
Solicitation Number # BPM037964



A. Required Submissions. The following must be submitted with your proposal:

1. Any response required to be submitted directly through the RFP Website;
2. Redacted copy of proposal clearly marked as such, if claiming confidential, proprietary, or protected information
3. Attachment D, **Redlined copy of Sample Master Agreement, if proposing modifications.**
4. Attachment G, Offeror Information, Acknowledgements, and Certifications, completed and signed.
5. Attachment H, Offeror Response Worksheet, Completed
6. Attachment I, Cost Proposal, submitted as a separate document and separate file, Completed.
7. Attachment J, Proposed Modifications to Sample Master Agreement, Completed.
8. Attachment K, Claim of Business Confidentiality, completed and signed.
9. Attachment L, Bid/Proposal Affidavit, completed and signed
10. Attachment M, Conflict of Interest Affidavit and Disclosure, completed and signed.
11. Attachment N, Mercury Affidavit, completed and signed
12. Attachment O, Contract Affidavit, completed and signed

B. Other Documents. The following are informational only and do **not** need to be submitted with your proposal:

1. This RFP Overview
2. Attachment A, RFP Terms and Conditions
3. Attachment B, Scope of Work
4. Attachment C, RFP Evaluation Plan
5. Attachment D, Sample Master Agreement, **if NO redlines submitted**
6. Attachment E, Participation Information
7. Attachment F, Protest Information

V. EVALUATION AND AWARD PROCESS

A. Proposals will be sealed until the RFP Close Date. After opening, proposals will be evaluated in stages as set forth in this section and further detailed in Attachment C, RFP Evaluation Plan.

1. **Stage 1: Initial Responsiveness Evaluation.** Proposals will be reviewed for completeness and initial responsiveness. Proposals omitting required documents or responses may be rejected in accordance with Attachment A, RFP Terms and Conditions.
2. **Stage 2: Mandatory Minimum Requirements Evaluation.** Complete and responsive proposals will be reviewed for compliance with mandatory minimum requirements. Proposals failing to meet or exceed all Mandatory Minimum Requirements identified in Attachment C, RFP Evaluation Plan may be rejected in accordance with Attachment A, RFP Terms and Conditions.
3. **Stage 3: Technical Criteria Evaluation.** Proposals meeting or exceeding the Mandatory Minimum Requirements will be evaluated against the Technical Criteria set forth in Attachment C, RFP Evaluation Plan. Offerors earning a minimum of 70% of available Technical Points will move on to Stage 4: Cost Evaluation.
4. **Stage 4: Cost Evaluation.** Cost Proposals not rejected following evaluation of Technical Criteria will be evaluated. Costs will be scored as detailed further within Attachment C –

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RFP Evaluation Plan. Cost Proposals may also be subject to an independent review for reasonableness and best value by the Lead State. Costs determined not to be reasonable or best-value by the Lead State may result in all or part of Offeror's proposal being rejected, notwithstanding the results of the Cost Proposal evaluation.

5. **Evaluation Summary:** After the calculation of Cost Proposals, the technical and cost points will be combined to determine Offerors Total Points earned:

Stage	Total Points Possible	Offeror's Total Points Earned
Technical Criteria Evaluation (Stage 3)	700	
Cost Evaluation (Stage 4)	300	
Total	1000	

6. **Best and Final Offer (BAFO).** The Lead State reserves the right to conduct discussions with the Offerors who submit proposals determined to be reasonably susceptible of being selected for award, followed by an opportunity to make best and final offers pursuant to COMAR 21.05.0303 but proposals may be accepted without discussions. When in the best interest of the State, the procurement officer may permit qualified offerors to revise their initial proposals by submitting best and final offers. The procurement officer shall establish a common date and time for the submission of best and final offers. The procurement officer may require more than one series of submissions of best and final offers and discussions if the agency head or designee makes a written determination that it is in the State's best interest to conduct additional discussions or change the procurement agency's requirements and require another submission of best and final offers.

7. The Lead State has the authority per COMAR 21.06.03.10 to make a multiple award per the criteria and threshold above. The intent is to provide Master Agreements that will be able to provide goods and services to the Members of NASPO which is best fulfilled via a multiple award.

- B. After evaluations are completed, the Lead State and Multistate Sourcing Team will determine which proposals are most advantageous to the Lead State and potential Participating Entities and Purchasing Entities. Final evaluations, including evaluation of the recommendation of the evaluation committee, if any, shall be performed by the Lead State procurement officer. Prior to announcement of awards and execution of Master Agreements, the Lead State in coordination with its Chief Procurement Officer shall make a final recommendation for award to the Maryland Board of Public Works.
- C. Following approval of the Maryland Board of Public Works, the Lead State will present the final award to NASPO ValuePoint. After a contract is entered into the procurement agency shall publish notice of its award in eMaryland Marketplace not more than 30 days after the execution and approval of the contract.