

ATTACHMENT A: REQUIREMENTS & PROPOSAL SPECIFICATIONS SOURCING ALLIANCE/EQUALIS GROUP: ELECTRIC PICKUP TRUCK & EV CHARGING SOLUTIONS PROGRAM RFP

Table of Contents

Section 1.	General Guidelines.....	1
1.1.	Instructions for Completing Attachment A.....	1
1.2.	Trade Secrets.....	2
1.3.	Attachments.....	2
Section 2.	Initial Qualifying Criteria.....	3
2.1.	Completing & Submitting Initial Qualifying Criteria Documentation.....	3
2.2.	Additional Initial Qualifying Criteria.....	Error! Bookmark not defined.
Section 3.	Bidder Overview & Qualifications.....	4
3.1.	Company Information.....	4
3.2.	General Qualifications.....	5
3.3.	Public Sector Qualifications.....	6
3.4.	Mandatory Contract Performance Disclosure.....	6
3.5.	Mandatory Disclosure of Governmental Investigations.....	7
3.6.	Customer References.....	7
3.7.	Insurance Coverage.....	8
3.8.	Contracting for Services.....	8
Section 4.	Vehicle Classification & Characteristics.....	9
4.1.	Truck Class.....	9
4.2.	Vehicle Characteristics.....	9
4.3.	Battery Performance and General Characteristics.....	10
4.4.	Vehicle Performance Characteristics.....	10
4.5.	Vehicle Safety Characteristics.....	11
4.6.	Vehicle Software.....	11
Section 5.	Purchasing Process.....	12
5.1.	Purchasing.....	12
Section 6.	Post-Sale Considerations.....	13
6.1.	Total Cost of Ownership, Maintenance, and Servicing.....	13
6.2.	Aftermarket Modifications or “Up-Fitting” Options	13
Section 7.	EV Charging Solutions.....	14
7.1.	Turnkey EV Charging Capabilities.....	14
7.2.	Electric Vehicle Charging Equipment.....	15

7.3.	Network/Software.....	23
Section 8.	Customer Service	29
8.1.	Customer Service	29
Section 9.	Warranty.....	30
9.1.	Warranty.....	30
Section 10.	Additional Features & Other Offerings	32
10.1.	Additional Features.....	32
10.2.	Additional Offerings.....	32
Section 11.	Partnering with Sourcing Alliance.....	33
11.1.	Bidder Organizational Structure & Staffing of Relationship.....	33
11.2.	Sourcing Alliance/Equalis Group Administrative Fee & Reporting.....	34

Section 1. General Guidelines

1.1. Instructions for Completing Attachment A

The specific requirements and proposal specifications for this Program are detailed in this Attachment A – Technical Proposal Requirements & Proposal Specifications. Attachment A is provided to Bidders in an editable Microsoft Word form so that it can easily serve as the base document for a **Bidder’s** Technical Proposal. Bidders should incorporate their Technical Proposal responses directly into this document and include referenced attachments separately, as instructed in Section 1.3 on this document.

The Technical Proposal addresses the dual scope of the RFP: i) Electric Pickup Truck and ii) EV Charging Solutions. Bidders are only required to respond to the sections that are relevant to the scope of their proposal.

- For Bidders providing a proposal for Electric Pickup Trucks, respond to Sections 3, 4, 5, 6, 8, 9, 10, and 11.
- For Bidders providing a proposal for EV Charging Solutions, respond to Sections 3, 7, 8, 9, 10 and 11.

Use the following electronic file naming convention for naming your Technical Proposal prior to uploading your completed Technical Proposal to Bonfire: *Technical Proposal – Bidder Name.docx*.

For sections of Attachment A structured like the example below, simply click in the green cell on the “Click here to enter response” text and either type in or paste (using the *Paste Special > Merge Formatting* function in Microsoft Word) your response.

1.1.1.	<i>Formation.</i> In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.
LilyPad EV was formed in 2009 and has been operating under its present name for 11 years.	

For sections of Attachment A structured like the example below, click on the “Yes” checkbox if your solution fully provides the defined requirement. Click on the “No” checkbox if your solution does not provide or only provides part of the defined requirement. The green cell is included for Bidders to provide any additional information or capabilities relating to that defined requirement. For example, if your solution i) provides more capabilities around that requirement, ii) meets some, but not all of that requirement, or iii) does not meet the defined requirement, but provides an alternative solution for the Proposal Review **Team’s consideration**, click in the green cell on the “Click here to provide additional commentary, if necessary.” text and either type in or paste (using the *Paste Special > Merge Formatting* function in Microsoft Word) clarifying or additional information as appropriate.

1.1.2.	<i>General Liability, Property & Automobile Insurance.</i> If your company is selected as the Winning Supplier, during the term of any agreements between the your company and Sourcing Alliance/Equalis Group, and for two (2) years following expiration or termination of such agreements, your company, at its own expense, will maintain and will require that its agents, subcontractors, or suppliers engaged in your company’s performance of its duties under such agreements, maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under such agreements. Confirm that your company either a) has, or b) will purchase insurance coverage as described herein.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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LilyPad is compliant. However, there could be an situation where one of our subcontractors does not carry that much. I would suggest you reduce the amount in instances where a subcontractor does not carry that much. This amount is on the high end.

1.2. Trade Secrets

Bidders are encouraged to review RFP Section 3.4 – Trade Secrets Prohibition; Public Information Disclaimer in conjunction with developing their responses to this RFP. Any information provided by a Bidder in its proposal that is not marked as trade secret information shall be deemed to be public records in accordance with Ohio law.

1.3. Attachments

Bidders may incorporate additional documents by reference as part of their response to Attachment A – Technical Proposal Requirements & Proposal Specifications. For example, you may want to include brochures, charts, graphs or screenshots in response to specific questions included in this Attachment A. Bidders should clearly state in their response to questions in Attachment A whether any specific documents are incorporated in their proposal by reference. In the event the attached documents are not references or referenced correctly, the PRT may exclude those attachments from consideration when scoring proposals.

The file names of such referenced documents that are included in a **Bidder's** electronic Technical Proposal submissions and uploaded to Bonfire should include, in the following order: i) Technical Proposal, ii) **Bidder's** name, iii) the Section Number of the question for which the file is included as part of the response, and iv) a brief description of what is included in the electronic file. For example, if a Bidder references an attachment that includes financial statements in response to Section 3.1.4, the following electronic file name would be appropriate: *Technical Proposal – Bidder Name – Section 3.1.4 – Financial Statements.pdf*.

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Section 2. Initial Qualifying Criteria

2.1. Completing & Submitting Initial Qualifying Criteria Documentation

As described in RFP Section 5 – Criteria for Proposal Evaluation & Selection, Bidders must complete and provide executed originals of the following documents as part of the proposal Bidders submit. *Sourcing Alliance/Equalis Group will not consider a Bidder's Technical and Cost Proposals unless these forms are properly completed and submitted as part of the Bidder's proposal.*

2.1.1.	<u>Attachment C – Required Bidder Information & Certifications.</u> This document includes information about the Bidder, key points of contact for proposal and legal questions that may arise during Sourcing Alliance/Equalis Group's review of the response, minority business enterprise and certifications, required affirmations subject to Ohio Revised Code guidelines, equal employment opportunity questions, questions regarding the subcontracting of certain elements of a Bidder's service delivery to Members, additional required documents for doing business with public sector entities in other states, and confirmation that respondent has reviewed and annotated, if applicable, the Sourcing Alliance model Group Purchasing Agreement entered into with Winning Suppliers.
Complete	
2.1.2.	<u>Attachment D – W-9.</u> Bidders must complete the W-9 form and include the completed W-9 form in their response.
Complete	
2.1.3.	Does your proposal include the properly completed and executed <u>Attachment C</u> and <u>Attachment D</u> ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.	

Section 3. Bidder Overview & Qualifications

3.1. Company Information

3.1.1.	<i>Company Name & Address.</i>	
Company Name:	LilyPad EV	
Headquarters Street Address:	9801 W. 100 th Terrace	
City, State & Zip Code:	Overland Park, Kansas 66212	
Main Telephone Number:	913-269-2453	
Website:	https://lilypadev.com/	
3.1.2.	<i>Formation.</i> In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	
LilyPad was formed in 2009 and has been operating under this business name ever since.		
3.1.3.	<i>Legal Structure.</i> Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided.	
<input checked="" type="checkbox"/>	Corporation – provide the State of incorporation and the company ownership structure.	Kansas C Corporation Larry Kinder 51% Keith Anderson 49%
<input type="checkbox"/>	Partnership – provide the State of registration and the names of all partners.	Click here to enter response.
<input type="checkbox"/>	Sole Proprietorship – provide the State of registration and the name and title of the principal.	Click here to enter response.
<input type="checkbox"/>	Joint Venture – provide the State of registration and the names and titles of all principals.	Click here to enter response.
<input type="checkbox"/>	Other – provide detailed description of corporate structure and ownership.	Click here to enter response.
3.1.4.	<i>Financial Strength.</i> Provide three (3) years of company and any parent company financial statements or other documents that speak to the financial strength of the company, such as the most recent Annual Report to Shareholders and 10K Report (if applicable) or audited financial statements, including income statement and balance sheet. <i>Note: you may mark this information as a "Trade Secret" per the terms of RFP Section 3.4 – Trade Secrets Prohibition: Public Information Disclaimer and provide your response to this question in a separate electronic file that includes a "Trade Secret" watermark. Any financial information provided should be included as part of the Technical Proposal.</i>	
Included as an attachment and Trade Secret		
3.1.5.	<i>Bankruptcy & Insolvency.</i> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.	

N/A	
3.1.6.	<i>Litigation.</i> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.
N/A	
3.1.7.	<i>Company Identification.</i> How is your organization best identified? Is it a manufacturer/developer, distributor/dealer/reseller, or service provider? Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation. Based on your answer, please provide a response to question 3.1.7.1 or 3.1.7.2.
LilyPad is a Reseller of ChargePoint products and services. We have not been involved in any litigations ever.	
3.1.7.1.	<i>Authorization.</i> If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
Written authorization included as an attachment. Independent dealer network.	
3.1.7.2.	<i>Network Relationship.</i> If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
Our sales force consists of LilyPad and an independent network of third party employees that conduct sales calls and presentations. If they need assistance they will reach out and we will assist in whatever manner necessary. If they are successful in closing the sale they will provide us a PO and we will process the order with the manufacturer.	

3.2. General Qualifications

3.2.1.	<i>Industry Experience.</i> For how long has your company been in the electric vehicle or EV charging and/or related products and services industry? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from the provision of electric vehicle or EV charging and/or related products and services?
LilyPad has been in business as a provider of EVSE since 2009. 100% of our revenue is EV charging stations and services.	
3.2.2.	<i>Geographic Reach.</i> Describe your company's service area in the United States (e.g., nationwide, the continental United States, or specific states or regions). If your company does not currently provide services nationwide, describe your plans/timeframes to achieve nationwide service provision, if applicable.
LilyPad serves the entire US.	
3.2.3.	<i>Certifications.</i> Describe any relevant certifications held by your company. When did your company initial obtain these certifications? Who was the certifying organization? Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?

N/A. ChargePoint holds the relevant certifications	
3.2.4.	<i>Awards.</i> Describe any relevant awards received by your company for its products, services, innovation, and/or operations. Include information about the issuing organization and the year the award was issued to your company.
N/A	

3.3. Public Sector Qualifications

3.3.1.	<i>Public Sector Contract Vehicles.</i> What Public Sector contract vehicles (e.g., state term contracts, General Services Administration schedules, group purchasing organization contracts, etc.) does your company have in place to provide electric vehicles or EV charging equipment and/or related products and services to public sector entities under an exemption from the standard public sector bid/RFP process? For each contract vehicle, when was the contract established, what is the expiration date, and is the award sole source or multi-source (i.e., is your company the only supplier for the spending category or are multiple competing suppliers included in the contract vehicle)?
Sourcewell – 7/25/2017 – 7/25/2021, multi-source, Power Options – 8/5/2019 – No expiration date, multi-source, State of Colorado – 1/15/2020 – 1/31/2021, multi-source, State of Iowa – 12/2/2019 – 12/1/2022, multi-source, State of Maryland – 9/18/18 – 7/25/21, multi-source, New York State – 11/26/2018 – 7/25/2021, multi-source, State of Utah – 4/1/2-2018 – 3/31/2023, multi-source.	
3.3.2.	<i>Public Sector Strategic Growth Plan.</i> Describe your company's three to five-year local government, K-12, and higher education sales objectives and the key elements of your strategic plan to achieve those objectives. What is the total annual dollar value of your company's revenue generated by sales to local governments and educational institutions today? What percentage of your company's total annual revenue is generated by sales to local governments and educational institutions?
Our sales objective in these verticals is to increase our revenue by reaching out to these verticals through coop purchasing agreements that offer vetted discounts along with state and local incentives that are available in several states. In addition, create marketing campaigns with our manufacturer that tailors these verticals. Our total annual revenue generated by these two vertical is ~\$1M and this is ~ 50% of our total revenue.	

3.4. Mandatory Contract Performance Disclosure

3.4.1.	Pursuant to <u>RFP Section 3.13</u> , disclose whether the your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any "formal claims" for breach of those contracts. For purposes of this disclosure, "formal claims" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Sourcing Alliance/Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Sourcing Alliance/Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.
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N/A

3.5. Mandatory Disclosure of Governmental Investigations

3.5.1.	<p>Pursuant to <u>RFP Section 3.14</u>, indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Sourcing Alliance/Equalis Group's sole discretion. Sourcing Alliance/Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.</p>
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N/A

3.6. Customer References

3.6.1.	<p>Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Your references should include a mix of types and sizes of public sector entities like municipalities or municipal departments, transportation authorities, K-12 schools or schools districts, and colleges & universities. Each reference should include:</p> <ul style="list-style-type: none"> • Customer name and location; • Customer contact person and their title, telephone number, and email address; • A brief description of the products and services provided by your company; • Customer relationship starting and ending dates; and, • Notes or other pertinent information relating to the customer and/or the products and services your company provided.
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	<ol style="list-style-type: none"> 1. City of Kingston, NY – Sean Koester, Environmental Specialist, (845) 334-3969, skoester@kingston-ny.gov, Kingston has purchased stations from us several times beginning in 2018 and they are an ongoing customer. They have purchased both the dual port wall and pedestal units, multiple years of the Cloud Plan and Assure Maintenance and Site Validation. 2. Salt Lake Community College – Mike Peterson, Energy Mgr., 801-957-4932, mike.peterson@slcc.edu, SLCC recently purchased 10 dual port pedestal stations with the Cloud Plan and Assure Maintenance Warranty. The relationship is ongoing. 3. Birmingham, Alabama – Cedric Roberts, Director of Equip. Mgr., 205.329.1933, : cedric.roberts@birminghamal.gov, City of Birmingham had us do a turnkey installation in 1Q2020 that included 2 Fast DC stations that we paired together along with several years of the Cloud Plan and Assure Warranty. 4. Township of Franklin, NJ – Maureen Sturgeon, Senior Engineer, 732-873-2500 x6385, maureen.sturgeon@franklinnj.gov Franklin is an ongoing customer that continues to expand their EV footprint with several of the dual port pedestal stations, cloud plan, Assure Warranty and installation. 5. University of NC – Wilmington – Ashley Cribb, 910-962-3257, cribba@uncw.edu, Purchased a dual port public station back in 2017.
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3.7. Insurance Coverage

3.7.1.	<p><i>General Liability, Property & Automobile Insurance.</i> If your company is selected as the Winning Supplier, during the term of any agreements between your company and Sourcing Alliance/Equalis Group, and for two (2) years following expiration or termination of such agreements, your company, at its own expense, will maintain and will require that its agents, subcontractors, or suppliers engaged in your company's performance of its duties under such agreements, maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under such agreements. Confirm that your company either a) has, or b) will purchase insurance coverage as described herein.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
See 1.1.2		
3.7.2.	<p><i>Employee Dishonesty – Members.</i> The Winning Supplier shall be held fully liable for any and all dishonest acts of its employees and/or its subcontractor's employees. Coverage must be provided for Third Party Employee Dishonesty, covering all employees and all officers of your company and any subcontractors, in an amount not less than \$100,000 per occurrence. Confirm that your company either a) has, or b) will purchase insurance coverage as described above covering all employees and all officers of your company, in an amount not less than \$100,000 per occurrence for each Sourcing Alliance Member utilizing the Program.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
LilyPad has \$25,000 Employee Dishonesty Coverage. We request you reduce the limits to \$25,000 per occurrence.		
3.7.3.	<p><i>Third Party Employment Practice Liability – Members.</i> The Winning Supplier of the EV charging solutions portion of this RFP shall be held fully liable for any and all employment practice acts of its employees and/or its subcontractor's employees, such as, but not limited to, sexual harassment and discrimination. Coverage must be provided for employment practice liability, covering all employees and all officers of your company and any subcontractors, in an amount not less than \$1,000,000 per occurrence. Confirm that your company either a) has, or b) will purchase insurance coverage as described above covering all employees and all officers of your company, in an amount not less than \$1,000,000 per occurrence for each Sourcing Alliance Member utilizing the Program.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Click here to provide additional commentary, if necessary.		

3.8. Contracting for Services

3.8.1.	<p>Once a Member decides to accept your company's proposal for services as described in this RFP, what is the process for the member to become a customer? Does your company have standard customer agreements? If so, please provide copies of any standard customer agreements. What is the process for reviewing, negotiating, and finalizing any customer-specific contract terms or requirements? Approximately how long does the contracting process take to complete (i.e., secure a fully executed contract document)? What is the typical term length of your customer agreements?</p>
<p>The steps for becoming a ChargePoint customer include acceptance of our proposal/quote, Purchase Order is received, stations get ordered and members will then receive an automated email from ChargePoint having them setup their account profile and approve their Master Services and Subscription Agreement (MSSA) which covers the cloud services. Typical length of time 3-5 business days.</p>	

Section 4. Vehicle Classification & Characteristics

4.1. Truck Class

4.1.1.	<i>Truck Classifications.</i> Into which US truck class does the proposed vehicle(s) fit? These classes are based on the Gross Vehicle Weight rating of the vehicle found here: https://afdc.energy.gov/data/10380 . For example, is the proposed vehicle(s) a Class 1 or Class 2 truck?
Click here to enter response.	
4.1.2.	<i>GWVR.</i> What is the Gross Vehicle Weight Rating (GVW) for the proposed vehicle(s)?
Click here to enter response.	

4.2. Vehicle Characteristics

4.2.1.	<i>Vehicle Offering.</i> Identify the vehicles by name which are included as part of your proposal. If applicable, include the different trim package options offered with in a particular vehicle make and how those trim packages would be identified.
Click here to enter response.	
4.2.2.	<i>Public Sector Vehicle Features.</i> Provide a detailed description of the proposed vehicle(s) and how it aligns with the needs of the public sector. This could include features like seating capacity, climate control, airbags, traffic or drive sensors, spare wheel, windshield wipers, etc.
Click here to enter response.	
4.2.3.	<i>Standard Features.</i> List and describe the standard features included in the proposed vehicle(s). If offering more than one vehicle or trim packages, please clearly identify the standard features for each vehicle and all available trim packages.
Click here to enter response.	
4.2.4.	<i>Fleet Applications.</i> Describe how the proposed vehicle(s) meets the needs of fleet usage for the public sector, specifically.
Click here to enter response.	
4.2.5.	<i>Storage Capacity.</i> What is the proposed vehicle(s) total amount of storage space in cubic feet? Describe where the storage space is located.
Click here to enter response.	
4.2.6.	<i>Color Options.</i> In what colors is the proposed vehicle(s) available?
Click here to enter response.	

4.3. Battery Performance and General Characteristics

4.3.1.	<i>Battery Offering.</i> Describe the proposed vehicle(s) battery, battery system and any benefits the battery system offers to the overall performance of the vehicle(s). Your response can include, but is not limited to, battery size, location, innovations, and characteristics or features which differentiates your battery or battery system from your competitors.
Click here to enter response.	
4.3.2.	<i>Range.</i> What is the maximum driving range of the proposed vehicle(s) on a fully charged battery? If offering vehicles or models with different driving ranges, please clearly identify the vehicle and the corresponding maximum driving range.
Click here to enter response.	
4.3.3.	<i>MPG Equivalent.</i> What is the Miles Per Gallon (MPG) equivalent of the proposed vehicle(s)? If offering vehicles or models with different MPG equivalent, please clearly identify the vehicle and the corresponding driving range.
Click here to enter response.	
4.3.4.	<i>Capacity.</i> What is the size and capacity of the proposed vehicle(s) battery system?
Click here to enter response.	
4.3.5.	<i>EV Charging Compatibility.</i> Describe the proposed vehicle(s) compatibility with electric vehicle supply equipment (EVSE).
Click here to enter response.	

4.4. Vehicle Performance Characteristics

4.4.1.	Top Speed. What is the top speed of the proposed vehicle(s)?
Click here to enter response.	
4.4.2.	0 to 60. What is amount of time required to go from 0 mph to 60 mph for the proposed vehicle(s)?
Click here to enter response.	
4.4.3.	<i>Horsepower.</i> What is the proposed vehicle(s) maximum horsepower output?
Click here to enter response.	
4.4.4.	<i>Payload Capacity.</i> What is the payload capacity of the proposed vehicle(s)?
Click here to enter response.	
4.4.5.	<i>Towing Capacity.</i> What is the proposed vehicle(s) towing capacity?

Click here to enter response.

4.5. Vehicle Safety Characteristics

4.5.1. | *Safety Features.* List and describe the safety features available with the proposed vehicle(s).

Click here to enter response.

4.5.2. | *IIHS.* What is the International Institute for Highway Safety (IIHS) safety rating of the proposed vehicle(s)?

Click here to enter response.

4.5.3. | *NCAP.* What is the New Car Assessment Program (NCAP) safety rating of the proposed vehicle(s)?

Click here to enter response.

4.5.4. | *Does your vehicle meet the following standards?*

4.5.4.1. | Federal Motor Vehicle Safety Standards | Yes No

Click here to provide additional commentary, if necessary.

4.5.4.2. | Society of Automotive Engineers Standards | Yes No

Click here to provide additional commentary, if necessary.

4.6. Vehicle Software

4.6.1. | *Software.* Describe the software used in the proposed vehicle(s). Your response should include, but is not limited to, the role the software plays, how and when software upgrades and updates will be managed, and if there are any apps compatible with the proposed vehicle(s).

Click here to enter response.

Section 5. Purchasing Process

5.1. Purchasing

5.1.1.	<i>Lead time.</i> What is the timeframe Members can expect from placement of order to delivery of the proposed vehicle(s)? What factors could affect this timeframe and in what ways could those factors an effect on the timeframe?
Click here to enter response.	
5.1.2.	<i>Leasing.</i> Do you offer leasing options for the prospective customers? <i>If yes, please describe the lease options below. Include any lease pricing information and terms in the <u>Attachment B - Cost Proposal</u>.</i>
Click here to enter response.	
5.1.3.	<i>Availability.</i> In what states is the proposed vehicle(s) currently available for purchase? Describe your strategy for making the proposed vehicle(s) available across the country.
Click here to enter response.	
5.1.4.	<i>Point of Purchase.</i> Describe how and where orders will be facilitated for the proposed vehicle(s). Your response may include, but is not limited to, factory direct, dealership, and/or a fleet management organization.
Click here to enter response.	

Section 6. Post-Sale Considerations

6.1. Total Cost of Ownership, Maintenance, and Servicing

6.1.1.	<i>Total Cost of Ownership.</i> Describe how the proposed vehicle(s) reduces the total cost of ownership (TCO)? Provide any calculations a Member can use to determine the TCO based on their driving patterns and uses.
Click here to enter response.	
6.1.2.	<i>Maintenance.</i> Describe how a prospective owner of the proposed vehicle(s) would perform maintenance on the proposed vehicle(s)? Where would prospective owners take their vehicle(s) for maintenance and servicing?
Click here to enter response.	
6.1.2.1.	<i>Training.</i> Do you provide maintenance training to assist Members in maintaining their vehicle(s) without having to take it to a service location? If yes, provide a description of the training program. <input type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.	

6.2. Aftermarket Modifications or “Up-Fitting” Options

6.2.1.	<i>Aftermarket Accessories & Upgrades.</i> For aftermarket modifications like accessories or performance alterations, provide a list of the manufacturer(s) and vehicle model(s) with which the proposed vehicle(s) is compatible.
Click here to enter response.	

Section 7. EV Charging Solutions

7.1. Turnkey EV Charging Capabilities

7.1.1.	<i>Turnkey Capabilities.</i> The needs and requirements of our Members and the public sector at-large vary from one agency to the next. It is our goal to be able to provide a broad scope of solutions through the awarded supplier(s) to address as many of those requirements as possible. <i>Indicate which of the following capabilities is included in your proposal either directly from your company or through partnership with another company.</i> Include any pricing information related to the capabilities addressed in this section in <u>Attachment B</u> .	
7.1.1.1.	<i>Policy Development.</i> Does your company assist public agencies with policy development? If yes, provide a summary of the policy development assistance your company is able to offer as a part of your proposal.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
LilyPad works with public agencies with their EV charging policy pricing.		
7.1.1.2.	<i>Site Assessment & Site Planning.</i> Does your company provide site assessment & site planning assistance and/or services? If yes, provide a summary of the site assessment and site planning assistance and/or services your company is able to offer as a part of your proposal.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
We conduct site visits to determine best location for installation that is most cost efficient, provides visibility, and close proximity to adequate power. Can provide site sketches to determine electric path from the power source to where hardware will be installed on premise.		
7.1.1.3.	<i>Engineering.</i> Does your company provide engineering services? If yes, provide a summary of the engineering services your company is able to offer as a part of your proposal.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Typically our subcontractors will sub or provide these services.		
7.1.1.4.	<i>Utilities.</i> Does your company provide assistance when working with utilities to install the appropriate infrastructure to support the Members charging requirements? If yes, provide a summary of the assistance your company is able to provide as a part of your proposal.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
LilyPad has partnered with numerous utilities across the country providing assistance on electrical infrastructure, site assessment, EVSE selection, power requirements, and project management. Typically utilities provide primary power infrastructure and our electrical subcontractors will install the secondary power infrastructure.		
7.1.1.5.	<i>Construction.</i> Does your company provide any constructions services? If yes, provide a summary of the construction services your company is able to offer as a part of your proposal.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
LilyPad will provide assistance in construction services including, trenching, boring, sawcutting, stripping, protective bollards, signage, landscape restoration, and pouring cement bases.		
7.1.1.6.	<i>Charge Station Management.</i> Does your company provide any charge station management services? If yes, provide a summary of the charge station management services your company is able to offer as a part of your proposal.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

ChargePoint offers ChargePoint Assure, a comprehensive maintenance and management program that includes dispatched labor at committed service levels to perform on site repairs, proactive dispatch, monthly reports, 24x7 station health monitoring, and a long list of additional features described including Data Analytics Reporting, Software updates, Driver and Host Support, Access Control.

7.1.1.7.	<i>Technical Support.</i> Does your company provide any technical support services? If yes, provide a summary of the technical support services your company is able to offer as a part of your proposal.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Thru ChargePoint we offer remote monitoring of stations, proactive repair dispatch, Dashboard/Portal support , activations, etc.

7.1.1.8.	<i>Other Capabilities.</i> Identify and describe any other turnkey capabilities not mentioned in this section that would be included as a part of your proposal.
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LilyPad can provide Site Validation that includes electrical capacity validation, confirmation of adequate cellular coverage.

Thru ChargePoint we provide hardware and software solutions for fleet management, encompassing intelligent EVSE infrastructure and integration with leading vehicle telematics providers that address common challenges of EV fleet management: We also offer APIs and other tools that enable you to easily integrate with your existing fleet management platform.

- Time of Use Access Controls. Control access to your stations based on time of day and day of week. During normal business hours, say 8am to 5pm you may open the stations for use by your employees as well as your fleet vehicles to use. At 5pm the stations will become restricted so that only your fleet vehicles may use them. This is an important feature to ensure that your stations are used appropriately and ensure your fleet vehicles are able to charge overnight.
- Fleet fueling cards. ChargePoint supports WrightExpress (WEX) and Voyager, allowing fleet vehicle drivers to pay for electric fueling using a payment card associated with a ChargePoint account. ChargePoint also offers a fuel card option for EV fleets and provides APIs to support potential integration with other systems.
- Fraud Prevention: Avoid employees using fleet access cards to charge their personal EVs or those of others.
- Automatic odometer capture.
- Ability to measure and optimize ROI on electric vehicle purchases and infrastructure investments.
- Integrate vehicle and station data with existing reporting systems.
- World Class support for fleet drivers, personal drivers, and station administrators

7.1.2.	<i>Differentiators.</i> Describe the aspects of your turnkey capabilities which are differentiators in the marketplace.
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We provide a turnkey solution that includes both the hardware, software, and installation services so your members can concentrate on their core business and leave the charging stations to LilyPad and in turn provide an optimal driver and station owner experience.

7.2. Electric Vehicle Charging Equipment

7.2.1.	<i>Is your company able to provide EV charging equipment as a part of your proposal? If yes, continue to answer questions in Section 7.2.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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We provide the entire portfolio of Commercial ChargePoint stations and services that include both L2 stations for municipalities, universities, non-profits, Fleet stations, multi-family stations, and Fast DC stations.

7.2.2.	Is your company an EV charging equipment manufacturer?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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We are a reseller of ChargePoint stations and services

7.2.3.	<i>Product Offering.</i> Identify the types of EV charging equipment and describe the features of the EV charging equipment your company is including as a part of your proposal. Your response should include, but is not limited to, the type of charger (Level 1, Level 2, and/or DC Fast Charge), driver interface experience, mount type, hardware configuration (network or non-network), port capacity or configuration, and competitive differentiators within your offering.
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We are a turnkey provider of L2 stations for public, fleet, multi-family, and L3/Fast DC stations. All the stations are networked stations that include LED screens for driver interface along with the ChargePoint mobile app. to start and stop charging sessions. The L2 stations include both wall and pedestal mounts along with single and dual port options. The Fast DC stations include both the CCS1 and CHAdeMO cables.

For AC charging (Level 1/Level 2) ChargePoint offers the CT4000 commercial charger and the CPF50 fleet/depot charger. These chargers can deliver up to 12kw of power to a vehicle and are networked for real time visibility.

The CT4000 charging station includes real-time charging status and session usage data available to drivers via the ChargePoint mobile app or by using a user-friendly help button on the station's liquid crystal display. All CT4000 models **offer one or two standard SAE J1772™ Level 2 charging ports, each supplying up to 7.2kW (208/240VAC @ 30A).** The CT4000 comes standard with cord management; the need for drivers to coil up the cord is eliminated with the self-retracting cord management system, ensuring that the cord is always off the ground when not in use. ChargePoint cloud-based services allow for over-the-air software updates to the CT4000 to support new features as they are released (future proof investment), as well as provide comprehensive remote diagnostics and alarm reporting to eliminate unnecessary truck rolls and avoid expensive field service dispatches, thereby lowering cost of ownership. Additional features of the CT4000 include:

- **Flexible Pricing:** Set charging fees by time, session, kWh or any combination thereof. You can set fees for different drivers or groups of drivers or for different times of the day.
- **Scalable Access Control:** With ChargePoint Connections, your employees, customers or residents can sign up to use your stations through the ChargePoint mobile app, eliminating the burden of managing long lists of drivers.
- **Waitlist:** When charging stations are full, drivers can join Waitlist through our mobile app and get in line to be notified when a station becomes available. Stations are held for drivers while they drive up and plug in.
- **Branding and Customization:** Promote your brand with an LCD screen and customizable signage.

The ChargePoint CPF50 charging station is designed for use in fleet with customizable features to cater to public sector, commercial or transit fleet applications, and multifamily applications. Available as a single-or dual-port station, in pedestal or wall mount and with 18- and 23-foot cable length **options, the CPF50's flexible configurations are perfect for all your electric fueling needs.** Key features of the CPF50 include energy management, access control, and high power charging. With energy management, station owners may lower both installation and electricity costs with advanced tools such as panel sharing and scheduled charging. Access control features of the CPF50 include RFID cards assigned to vehicles or drivers, allowing only those approved drivers to charge at your stations. Stations may **also be set to "just charge" mode,**

where drivers in an enclosed property need only to plug in their vehicle to begin a charging session. Additional features of the CPF50 include:

- **Best-in-Class Hardware:** CPF50 stations are rugged, tested and built to withstand the elements. They can be installed outdoors or indoors.
- **Innovative Cable Technology:** Keep cables safely off the ground with a self-retracting, maintenance-free, ultra-lightweight cable management system (available on select models).
- **Smart, Networked Charging:** Receive automatic software updates that deliver the latest improvements and features. Remotely monitor, manage, and configure stations. You can also get real-time station information, track the charging status of all vehicles with Valet view and auto-generate reports.
- **World-Class Support:** Our support team is standing by 24/7 to help your drivers. We provide a dedicated, expert technical support team to assist station owners during business hours.

For DC Fast Charge, ChargePoint offers its CPE250 station in both a standalone and paired configuration to meet high power EV charging requirements. The ChargePoint Express (CPE) 250 provides high-power DC charging in a small footprint. It is thoughtfully designed and is as intuitive to use and manage as an AC station. Express 250 is a smart, networked fast charger that offers all the functionality of the ChargePoint Network. At the heart of each Express 250 are 2 self-contained, easily swappable AC to DC Power Modules. This innovative design ensures that in the rare instance one module goes down, the station remains operational. It can be installed as a stand-alone station or in a paired configuration providing up to 25% more power than a 50kW station and 40% more with a paired configuration. When paired, smart power sharing and power allocation policies determine how much energy is allotted to each station in order to deliver flexible fast charging to two vehicles at a time. Additional features of the CPE250 include:

- **Connectors:** Universal compatibility ensures any EV with fast charging capabilities can be accommodated with **open standard connectors: CHAdeMO, CCS1 (SAE J1772™ Combo), CCS2 (IEC 61851-23).**
- **Form Factor:** Exceptional charging capacity in a slim package provides considerable installation flexibility and is visually pleasing.
- **Serviceability:** Modular components are field installable without any specialized tools or expertise.
- **Low Maintenance Costs:** Minimal moving parts and liquid cooling technology increase reliability and minimize ongoing field service for maintenance.

High Availability: ChargePoint support monitors stations and power modules remotely 24x7. Intelligent diagnostics and machine learning techniques predictively prevent failures and ensure stations are always available for drivers.

7.2.4.	<i>Public Sector Needs.</i> Describe how the proposed charging equipment addresses the broad needs of the public sector. Your response may include but is not limited to, temperature rating, scalability, mounting options, cable length, enclosure rating, configurability (non-network vs network), charging capacity, range of use cases (such as charging equipment for employees, fleet vehicles, and requirements for the general public), and product features & capabilities.
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ChargePoint, the world's largest and most open EV charging network, simplifies EV charging for your fleet. We make it easy and hassle-free to deploy EV charging, operate your fleet and save money. Our smart, networked charging stations are designed to make your operations easy to manage. You can get real-time charging station information and generate detailed reports on energy use, greenhouse gas emissions avoided, fuel savings and more, all from a single dashboard. We also continuously deliver

automatic, over-the-air software updates, so you never have to wait for the latest features and improvements.

ChargePoint has a range of AC and DC chargers to accommodate the varying range of use cases a public sector may encounter. Stations deployed for public use, such as the CT4000 and CPE250 provide drivers with a simple user interface on a large touchscreen LED display to easily plug in, charge, and be on their way. ChargePoint stations that are publicly accessible are visible on the ChargePoint website map, on ChargePoint mobile applications (available for both Apple IOS and Android), as well as many in- dash POI systems from EV car manufacturers. These stations can also serve employees and municipal fleets, with infinitely customizable access control features using the ChargePoint Network Operating System (NOS).

Public facing stations have a variety of payment policies, which can be applied to stations. They include:

- A fixed rate for the session. The driver pays a set fee for the entire session.
- An hourly rate. The driver pays per hour or per minute, similar to how a parking meter operates.
- An energy rate. The driver pays for the energy consumed on a per kWh basis.
- Length-of-Stay escalating pricing. One price is charged during the first N hours and another price is charged for every hour afterwards.
- Charge-Complete escalating pricing. One price is charged (free, hourly, or kWh fee) until the vehicle reaches full charge, then another fee is charged for every hour or minute afterwards, with an optional grace period that allows time for the driver to unplug and move their vehicle.
- Time-of-Day pricing. One fee is charged during peak hours and another during off-peak hours that may vary by day of week, weekdays or weekends.
- A minimum and/or a maximum fee per session.

A combination of the above. For example, a minimum fee PLUS an hourly rate or an hourly parking rate PLUS per kWh pricing.

- Driver groups. Citigroup may set unique policies for different classifications of drivers (e.g., employees vs. visitors) using the options above.
- Scheduled Pricing. All of the above options may be set by time of day and day of week. For example, free for employees during business hours M-F and then a parking rate of \$1/hour for everyone during evenings and weekends.

CPF50 stations serve as “behind the fence” use cases with a stripped-down interface that for ease of use for fleet vehicle charging. Stations that are restricted for use by only employees will only be visible on the ChargePoint network map to those drivers included on the access control policy. The general public will not see the stations on the map, and unless they physically see the station, the general public will not even know of the existence of the stations

One of the key features of a ChargePoint networked station is the ability to manage power to reduce infrastructure **cost, and efficiently scale as electric fleets grow. ChargePoint’s Energy Management feature offers scalable site level and multi-site level solutions for budget savings and installation ease.** These features include:

- **Circuit Share:** Allows a single circuit to power two or more ports; active load management ensures that the station load never exceeds the capacity of the circuit (e.g. 40A circuit powering 2 individual 32A ports). Circuit sharing is typically set by an installer on the CT4000 product family using Help buttons and an installation wizard on the station LCD. Circuit share may also be remotely set by ChargePoint Support when necessary.
- **Power Select:** Allows lower power circuits to be run to the stations: 30A circuit supporting 24A load or a 20A circuit supporting 16A load. 40A circuits are standard, supporting up to 32A load (CT4000). Power Select is typically set by an installer using the installation wizard but may also be remotely set by ChargePoint Support

when necessary. Power Select also enables integration with photovoltaic and battery storage systems.

- **Power Management:** Allows an aggregate maximum load to be set for a group of Level 2 stations at the circuit level, panel level and transformer/site level. This allows for oversubscription of electrical service and optimizes the active charging time of vehicles relative to their overall time the vehicles are parked. For example, Power Management for EVSE charging a fleet of 21 electric vehicles at a site using common transformer and electrical panel may be configured for 45 kVA max aggregate load that would otherwise require up to 140 kVA power capacity. With Power Management, stations will self-manage to never exceed the threshold set for a 3-phase panel with feeders from 45 kVA transformer. ChargePoint Power Management enables efficient charging of an increased number of vehicles using available power at a site, reduces electrical infrastructure costs, and eliminates higher utility service costs associated with exceeding a peak power threshold. The stations in concert with ChargePoint cloud-based services actively manage the individual power output to each vehicle to ensure that the maximum allowed load is never exceeded. No additional hardware or systems are required onsite; all load management functions are fully automated and performed by the charging stations working in concert with ChargePoint cloud services. Vehicles charge normally at full power capacity as long as there is sufficient power available. As more vehicles begin charging, the output to each vehicle automatically adjusts to stay within the power allowance. As vehicles finish charging, the power is automatically redistributed to the remaining vehicles. Whereas vehicles come and go throughout the day and charge at varying power rates, ChargePoint Power Management allows charging up to two to eight times as many vehicles on a dedicated circuit or EV panel without increasing transformer or utility service capacity. This feature allows for capital expense cost savings, as well as operational cost savings. Also manage expensive service or demand charges by setting a load cap and spreading out the charging through a longer timeframe.

All ChargePoint stations are rigorously tested in our repurposed Underwriter Laboratories (UL) test lab with all its equipment to ensure quality and compliance is embedded at the earliest stages of product development. Each **ChargePoint station is UL listed, meeting the stringent requirements of the nation's leading safety standards** organization. The CPF50 and CT4000 stations are also ENERGY STAR® certified for energy efficiency.

7.2.5.	<i>Installation.</i> Describe your company's approach to providing installation services for the equipment included in your proposal.
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If your members are interested in installation services we would have one of our electrical subcontractors conduct a site visit to determine electrical capacity, location, raceway, etc. for the installation costs to provide you a turnkey quote . If approved we would then schedule and coordinate the installation that would include mobilization, infrastructure (new breakers, laying the conduit, pulling wire, pouring cement base for bollard stations), assembly of the stations, energize, commission and activate the stations.

7.2.6.	<i>Training.</i> Describe your company's capabilities and options for training your public sector customers.
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Training would include how to use and charge an EV at the stations and how to manage and operate your stations from the dashboard/web portal that could include a webinar, instructional documents, videos, and phone calls.

ChargePoint has worked tirelessly to ensure a smooth and comprehensive user experience for its drivers and station owners, and has a long track record of success, providing the highest level of support in the industry. The ChargePoint marketing team has compiled **dozens of "how-to" videos on ChargePoint's YouTube channel, as well as published user guides within the ChargePoint NOS itself.** ChargePoint also has dedicated customer success and customer solutions teams that provide individual support for specialized projects **and solutions station owners may face as they implement their charging solution. ChargePoint's driver support line, open 24x7x365,** offers support to any driver using a ChargePoint station, as well as station owner support, available weekdays 8amEST-9pmEST.

7.2.7.	<i>Maintenance.</i> Describe your company's approach to providing equipment maintenance solutions.
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ChargePoint has a product called Assure which is a Maintenance Warranty that includes BOTH a parts and on-site labor warranty to repair or replace any manufacturing defect, remote monitoring of station and proactive repair dispatch, complete management of EV Station configuration (unlimited pricing, access, and policy changes), unlimited add and changes to station groups, 24/7/365 station monitoring and reporting, 98% uptime guarantee and 1 business day response. It also covers the truck roll/labor for any accidents, abuse and vandalism.

7.2.8. *Network/Software.* Identify and describe the networks and software solutions with which your EV charging equipment is compatible.

The Network/Software 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, and Videos.

ChargePoint has led the effort to create peer-to-peer roaming agreements that make it easy for drivers to charge wherever they go. ChargePoint has since announced roaming integrations between ChargePoint and FLO (AddEnergy), EVBox, EVgo, Electrify America, and Greenlots. **This makes ChargePoint the network with the largest roaming coverage across North America.**

7.2.9. *Reliability.* Provide the average uptime of each of the EV charger offered within this proposal. Identify the chargers with their respective manufacturer, product or model number, and product name.

All ChargePoint stations, including the CT4000, CPE250, and CPF50, are networked for real time visibility for continued uptime, maintenance, and support. ChargePoint works tirelessly to deliver a robust and reliable charging station, carrying industry standard UL and EnergyStar certifications. Average uptime for ChargePoint Assure customers is guaranteed at 98% for all stations; this number is generally higher, as stations are still able to charge even during a temporary network connection disruption, storing data within the **station's** internal memory for up to 90 days.

7.2.10. *Product Specifications.* Provide the technical specifications associated with each of the charger's your company is offering as a part of your response to this RFP.

I have attached the data sheets that includes the specs for each of the charging stations being offered in this response.

CT4000

The CT4000 family of easy-to-use ADA compliant Level 2 charging stations integrate design and functionality with superior **reliability and durability**. All CT4000 models offer one or two standard SAE J1772™ Level 2 charging ports, each supplying up to 7.2kW (208/240VAC @ 30A). Bollard and wall-mount configurations are available for easy installation anywhere. ChargePoint stations are rigorously tested to be safe and reliable, as well as designed to withstand severe weather events. Every **CT4000 comes standard with cord management, with 18' and 23' cable length options available**. The need for drivers to coil up the cord is eliminated with the self-retracting cord management system, ensuring that the cord is always off the ground when not in use. The cord management utilizes a counterweight system to ensure that the pull on the cord is not excessive and maintenance is minimal.

- UL listed for USA and UL certified for Canada; Complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625
- Rated for outdoor usage, NEMA 3R
- Full -30C to +50C (-22F to 122F) operation including cord management
- AC Input (208V to 240VAC) @ 30 Amps (40A breakers at the panel)
- **LED status indicators and 5.7" LCD display providing driver instructions and station status**

- Downloadable full motion videos
- Replaceable signage on cord management pole
- Modular assembly for fast installation and service
- Next generation charging cord that remains flexible even at low temperature
- RFID supports virtually all formats, including ChargePoint cards, contactless credit cards, and NFC (including Apple Pay, Android Pay)
- Locking Holsters – deters vandalism, improves safety
- Advanced CCID, fault retry, and overcurrent detect features avoid truck rolls from vehicle induced faults
- Multi-carrier modem technology assures plug and play communications
- Fully software upgradable over-the-air
- Each port individually metered
- Bollard style pedestal mount and wall mount options available, ADA

compliant CPF50

The CPF50 charging station is a 12kW single output station designed for “behind the fence” fleet depot charging applications. With an ergonomically designed connector loading dock and multicolor LED status indicators, CPF50 delivers Level 2 (208/240V @ 50A) charging and is compatible with plug-in electric vehicles that comply with the SAE J1772 plug-in electric vehicle charging standard, including Tesla with their inlet adapter.

- Networked, 50A, Level 2 Smart Charger
- Metered & UL Listed
- Rated for indoor and outdoor use (NEMA-3R)
RFID access control
- ISO15118 hardware support
- Multi-colored LED Status Indicator and Beeper
- Secure encrypted Wi-Fi connectivity to ChargePoint Gateway (CPGW),
- Separate Gateway (CPGW) provides cellular connectivity to up to 9 stations, providing flexibility of station installation
- Works with Clean Cord Technology, 18 and 23-foot J1772 cable options
- Multiple configurations (Wall/Pedestal, Single/Dual, Optional CMK)
- CPF50 Circuit Sharing: Allows a single circuit to dynamically share power on up to 4 ports.

Energy Star Certified

All ChargePoint Level 2 charging stations are Energy Star certified. The U.S. Environmental Protection Agency (EPA) administers the ENERGY STAR program, which independently certifies products that use energy efficiently. ChargePoint and other EV charging solution providers worked with the EPA to develop efficiency standards for EV charging stations, and ENERGY STAR certified EV charging stations use 40% less energy than those that are not certified when not charging.

CPE250

CPE250 DC fast charger is **capable of 62.5kW of power and also supports a “pairing” configuration wherein power is intelligently shared between two units, allowing a single high-voltage vehicle to charge at up to 125kW, a single 400V vehicle to charge at up to 80kW, or two vehicles to share the 125kW of available power for simultaneous charging.**

- DC-Fast Charging Station for plug charging in accordance with CCS Type 1 and CHAdeMO)

- AC Input: 480VAC 3-phase 60Hz
- DC output voltage: 200-1000VDC
- Maximum Output Power: 62.5kW
- Maximum Modules per Station: 2
- Cable Reach: **14'**
- Authentication RFID ISO 15693, ISO 14443, NFC
- Wide Area Network: 4G/LTE on multiple carriers (AT&T, Verizon, Sprint)
- Station Enclosure: NEMA 3R/IP54
- Safety Compliance: IEC 62196, IEC 61851
- Station Surge Protection: EN55011, EN55022, IEC61000-4
- **Dimensions 7'4" x 2'4" x 1'4"•Weight: 734 lbs (with power modules)**
- Operating Temperature -30° C to +50° C (-22° F to +122° F)
- Operating Humidity Up to 95% @ +50° C (+122° F) non-condensing
- OCPP1.6-JSON Compliant

7.2.11. *Quality Control.* Describe your company's quality control procedures related to the manufacturing of EV charging equipment.

ChargePoint's two Quality departments (Hardware and Software), totaling more than 40 people are responsible for all aspects of product and field quality. These two departments work closely with R&D, Operations, Product management, and Customer Support to ensure quality across the company and throughout the customer experience. Bi-directional quality feedback allows for processes and data in each stage of the value chain to benefit from cross-functional communication and collaboration. Quality Assurance processes include: Extensive SW QA testing in all new releases and updates, including a formal bug tracking and resolution process, factory visits to key suppliers regularly for quality audits to extensive process reviews. Weekly reviews of manufacturing yields and defect data, 100% root cause analysis of field failures, ongoing reliability testing, cross functional quality meetings, closed loop Supplier Corrective Action Request process, Formal Design Validation and Reliability Test Plans, First Article Evaluation process for all new custom parts and modifications, ChargePoint utilizes 100% functional test processes at the board and system level for all products, All PCBA and systems are serialized, and factory test history and configuration data are kept for all systems, Through ChargePoint network they can monitor in real time the operating status and health of all installed systems, Perform remote diagnostics on systems in the field and install over the air software updates to correct bugs and add features.

7.2.12. *Open Charge Point Protocol.* Is the charging equipment included in your proposal comply with Open Charge Point Protocol? Yes No

ChargePoint Cloud service support the OCPP 1.6J core protocol. ChargePoint stations support advanced features beyond the core OCPP features including offline reliability, advanced power management, and Waitlist (driver queueing allowing more efficient use of EVSE in workplace environments and DC fast charging sites).

7.2.13. *ADA Compliance.* Does the EV charging equipment included in your proposal comply with American with Disabilities Act requirements? Yes No

All ChargePoint stations are designed for ADA compliance, with user help menu and connector docks not more than 48" above grade level.

7.2.14. *National Electric Code Article 625.* Does the EV charging equipment included in your proposal comply with American with the National Electric Code Article 625? Yes No

Click here to enter response.

7.2.15.	Underwriters Laboratories 2594. Does the EV charging equipment included in your proposal meet the standards in American with Underwriters Laboratories 2594?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Click here to enter response.

7.2.16.	International Electrochemical Commission 61851. Does the EV charging equipment included in your proposal meet the requirements in International Electrochemical Commission 61851?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Click here to enter response.

7.2.17.	Other Standards & Requirements. Identify and describe any other standards or requirements your equipment is manufactured to meet.	
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All ChargePoint Level 2 charging stations are Energy Star certified, including our commercial CT4000 and CPF50 product families. ChargePoint® Home is the first EV charger to earn ENERGY STAR certification for using energy efficiently. ChargePoint Home, which also recently won the Architizer A+ Award for Popular Choice in the Smart Home Category, adds up to 25 miles of range per hour to any EV and has accumulated more than 1,000,000 home charging sessions across 47 states to date and continues to grow.

The U.S. Environmental Protection Agency (EPA) administers the ENERGY STAR program, which independently certifies products that use energy efficiently. ChargePoint and other EV charging solution providers worked with the EPA to develop efficiency standards for EV charging stations, and ENERGY STAR certified EV charging stations use 40% less energy than those that are not certified when not charging. ChargePoint Home is the first EV charging station to earn ENERGY STAR certification, validating that it uses energy as **efficiently as possible, saves energy and can help reduce EV drivers' energy bills.**

7.3. Network/Software

7.3.1.	Is your company able to provide EV charging network options as a part of your proposal? If yes, continue to answer questions in Section 7.3.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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ChargePoint stations are networked only

7.3.2.	Is your company an EV charging network provider?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Click here to enter response.

7.3.3.	Is your company an EV software developer?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Our manufacturer ChargePoint provides the software development.

7.3.4.	Network Offering. Describe the network options available as a part of your proposal.	
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All ChargePoint stations, including the CT4000, CPF50, and CPE250, are networked for real time visibility. Stations are connected via internal cellular modem, with no local site connection required. ChargePoint does not charge for network capabilities, as this is an integral part of product service offerings.

7.3.5. *Software Offering.* Describe the available software options. Your response should include, but is not limited to, the features and capabilities of each software solution included in your proposal.

ChargePoint has a team of over 100 in-house software engineers that design, develop, and maintain all aspects of our charging solution. Our charging stations, mobile applications, and network management platform are designed to work seamlessly together to provide the best station owner and driver experiences in the market. Being fully integrated means that ChargePoint can bring innovative solutions to the market without the need to coordinate multiple 3rd parties, and should any issues be discovered ChargePoint is the single point of contact for resolution.

ChargePoint and our partners have extensive experience working with government entities to successfully manage large deployments on their behalf. Success to ChargePoint means a consistent, reliable driver experience as well as a feature rich software platform that allows for ease of management, and responsive support when necessary.

The ChargePoint Network Operating System (NOS) provides the tools necessary to pull data, actively monitor and manage stations, including real-time status for every charging port.

Key Network Features

- **Station Locations & Availability:** complete visibility of stations and their availability make it easy for drivers to find a compatible charger.
- **Access Control:** Manage and control access to charging stations based on well-defined policies. Enhance the value for the station owner with the right level of control.
- **Flexible Pricing:** Provide the station owner with pricing controls that are in line with station usage. Provide flexibility to update pricing as usage changes.
- **Authorization, Authentication & Accounting:** Ensure safe and secure payment for charging. Security measures include the pseudonymization and encryption of personal data and other capable security measures that ensure the ongoing confidentiality, integrity, availability and resilience of the network.
- **Power Management:** Ensure that charging stations never draw more power than the site can provide.
- **Demand Response:** ChargePoint offers an OpenADR2.0b certified VEN for use with utility driven demand response programs.
- **Driver Notifications:** Notify EV drivers about station availability, state of charge and other key messages to enhance your relationship with drivers.
- **Queueing (Waitlist):** Increase utilization of stations and charge more vehicles by enabling drivers to get in a virtual queue for stations.
- **Fleet Services:** Integrate with fleet systems (fleet management, route monitoring, etc.) to provide critical data and insights.
- **Station Support:** ChargePoint responds quickly and effectively to any situation that occurs at a station.
- **Scalability:** Support the growth of stations worldwide. Provide consistent, high-quality functionality.

7.3.6. *Open Charge Point Protocol.* Does the software provided by your company subscribe to Open Charge Point Protocol (OCPP)? Yes No

ChargePoint is OCPP 1.6J-SON compliant

7.3.7.	<i>Training.</i> Describe your capabilities and options for training your public sector customers in the use of your network/software solution(s).
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ChargePoint has a plethora of online training tutorials, user guides, and training modules public sector customers can access to make full use of the in-depth functionality available with **ChargePoint's** Network operating system. In addition to this information, **ChargePoint's** world class support, customer success, and customer solutions teams can provide public sector customers with answers and guidance to any specific applications they may wish to utilize.

7.3.8.	<i>Reporting Capabilities.</i> Describe the reporting capabilities of the proposed software solutions. Provide a list of the types of reports your solution is able to provide. Screenshots or sample reports can be included in your response or as an attachment in accordance with Attachment A - Section 2.3.
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ChargePoint stations are networked for real time reporting and visibility. The Network Operating System (NOS) has a robust reports section that provides the following reports (exportable in pdf or csv formats):

- Analytics: A large collection of information, including peak occupancy, session information, energy dispensed, and GHG savings. There are several reports that should be highlighted:
- The Unique Driver Report shows how many different drivers utilize the station in a given timeframe. This is very useful in determining whether you have the same people charging all the time at the stations or if there a wide variety of drivers are using the stations.
- The Session Length Histogram Report shows the average stay time at a station. When stations are used all the time it is important to look at how long people are staying.
- The Average Utilization Report shows how many hours during the day stations are being used.
- Financial: If a fee is associated with charging, this report shows the monthly Flex Billing statement, including how much Drivers spent charging at the **Organization's** stations, and how much money the Organization receives on a monthly basis.
- Logs: A chronology of configuration changes and the success or failure of any attempt by the ChargePoint cloud to download information to the stations.
- Audit Trail: All configuration and other actions including the user account that performed the action.
- Alarms: a table of station events, including service-affecting faults.
- Advanced Energy Reporting
- The Enterprise Service Plan includes 15-minute data collection, moving to 2 minute collection. All data is exportable to CSV file and available via the ChargePoint Web Services API. User-friendly reports are available showing:
 - Energy (by Time of Day): See how much energy (kWh) is dispensed during the day, by station or by group. Quickly spot periods of high utilization and view the impact of Demand Response events. Each line in the graph represents a different day.
 - Peak Power (by Day): Easily view the peak instantaneous power on any given day, by station or by group. Use this data to avoid expensive demand charges
 - Peak Power (by Time of Day): View peak power during the day. Easily track the impact of Demand Response events.
 - Average Power (by Time of Day): View interval average power.
- Logs: Detailed log entries are made for every Demand Response event.

7.3.9.	<i>Communication Capabilities.</i> Describe the communication capabilities of the proposed network solution(s).
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ChargePoint stations communicate via secure (encrypted) VPN over a private M2M cellular data network and do not require any local IT network infrastructure and do not connect to the site host network.

7.3.10.	<i>Data Security.</i> Describe your data security practices for payment processing and user information.
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ChargePoint is PCI certified as both a service provider and merchant and recently received its SOC2 certification.

Our Information Security Policy is based on the PCI-DSS 3.2.1 information security standard. We review our policy at least annually. The PCI DSS standard requires a comprehensive information security policy that is used throughout the organization and is distributed to all system users, including contractors, vendors, and business partners. ChargePoint uses this chapter of its policies, Requirement 12, as a stand-alone security policy for that purpose, in addition to Requirement 12's other functions within the PCI standard.

ChargePoint believes that security measures taken should meet or exceed published standards, but that a public, precise description of measures is actually more likely to lead to a breach of cardholder data. ChargePoint strives to, and believes it does, meet or exceed the PCI-DSS standards, including those standards outside the realm of strict data security.

ChargePoint provides services to thousands of customers through a cloud-based platform that is hosted at Amazon AWS. The IT infrastructure that AWS provides to its customers is designed and managed in alignment with security best practices and a variety of IT security standards including: SOC 1/SSAE 16/ISAE 3402 (formerly SAS70), SOC2, SOC3, FISMA, DIACAP, and FedRAMP, DOD CSM Levels 1-5, PCI DSS Level 1, ISO 9001 / ISO 27001, ITAR, FIPS 140-2, and MTCS Level 3. The production environment at AWS is

isolated from the ChargePoint corporate network. ChargePoint also has no connect to any of our partner networks. The charging stations all communicate over the cellular network, bypassing the need for any local IT connectivity. Access to the cloud-based platform is via standard web browser with no plugins required.

7.3.11.	<i>User Groups.</i> How does your network able to accommodate different types of use cases? Describe the ability of your proposed solution to accommodate different types of user groups. Your answer should include, but is not limited to, the different types of user groups common to the public sector like, fleet, public, and employees as it relates to access, availability, and pricing structures.
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ChargePoint solutions are versatile and can be customized. Station owners/site hosts are in complete control of who can use them, how much drivers pay to use them, and what messaging and video content to display. Every station or group of stations may have a different pricing policy applied, or all stations may be provisioned exactly the same – providing the ultimate in flexibility.

ChargePoint stations that are accessible to the public are visible on the ChargePoint website map, on ChargePoint mobile applications (available for both Apple IOS and Android), as well as many in-dash POI systems from EV car manufacturers. All publicly accessible ChargePoint connected stations are listed in the Alternative Fuels Database (AFDB) of the U.S. Department of Energy, which is managed by the National Renewable Energy Laboratory (NREL) for use with 3rd party services.

Access Control

Stations that are restricted for use by only employees will only be visible on the ChargePoint network map to those drivers included on the access control policy. The general public will not see the stations on the map, and unless they physically see the station, the general public will not even know of the existence of the stations.

This flexibility allows station owners to ensure that only the appropriate parties have visibility to stations, if it's in use or occupied, and when a port comes available should they be waiting.

Access control policies may be set up by site hosts to restrict usage of charging stations using rules that vary for different **driver groups, for example employees and tenants, as well as "all other drivers"**.

The ChargePoint network platform provides the ability to control access to your stations based on time of day and day of week. During normal business hours, say 8am to 5pm you may limit usage of the stations to only your employees. Starting at 5pm on weekdays and all day on weekends the stations can become unrestricted, so that anyone may use them and pay for their use. This may be desirable if an organization wants to restrict station access during the day and also allow the general public to charge during evenings or weekends, especially if the charging stations are located near event centers or athletic stadiums, and as a way to promote EV adoption in the surrounding community.

Driver Groups

Driver groups are easily set up using a Connections feature in ChargePoint to "connect" site hosts with employees, tenants, multifamily residents, loyalty customers, ride share services, season ticket holders, and any group of drivers for which you may

want to allow access to your EVSE or benefit from any preferred pricing rates. Connection offers to drivers can be set up to be visible to all drivers using the ChargePoint mobile app or web portal or visible to only those drivers with a unique code provided by the site host (employer, property manager, etc.). Station owners/site hosts optionally include specific terms and conditions of use. Connection requests from drivers in ChargePoint may be manually or automatically approved by the site host.

Pricing Policy

Station owners may set pricing that is the same for all drivers or with pricing rules that vary for different groups of drivers. Pricing rules may be set up using any of the following options:

- A fixed rate for the session. The driver pays a set fee for the entire session.
- An hourly rate. The driver pays per hour or per minute, similar to how a parking meter operates.
- An energy rate. The driver pays for the energy consumed on a per kWh basis.
- Length-of-Stay escalating pricing. One price is charged during the first N hours and another price is charged for every hour afterwards.

Charge-Complete escalating pricing. One price is charged (free, hourly, or kWh fee) until the vehicle reaches full charge, then another price is charged for every hour afterwards, with an optional grace period.

- Time-of-Day pricing. One price is charged during peak hours and another during off-peak hours that may vary by day of week, weekdays or weekends.
- A minimum and/or a maximum fee per session.
- A combination of the above. For example, a minimum fee PLUS an hourly rate or an hourly parking rate PLUS per kWh pricing. One may also configure an energy rate on a per kWh basis and an hourly rate that goes into effect only after a configurable grace period when the vehicle stops drawing energy.
- Driver groups. Station owners may set unique policies for different classifications of drivers (e.g. students, faculty & staff vs. visitors) using the options above.
- Scheduled Pricing. All of the above options may be set by time of day and day of week. For example, free for employees during business hours M-F and then a parking rate of \$1/hour for everyone during evenings and weekends.

ChargePoint Waitlist

Enabling the Waitlist feature makes it easy for drivers to share ports and help you efficiently serve more drivers with fewer stations. Waitlist is ideal in many workplace environments, as well as in multifamily communities with shared-use charging stations. Waitlist can maximize the utilization of stations, improve visibility into demand, and minimize disruption to drivers. Waitlist works by allowing drivers to get in line for the next available charging station, informing them when a station becomes available, and even holding it for them while they walk to their vehicle, drive it to the station, and plug in. The driver decides which **ports he wishes to line up for and joins a “virtual lineup”**. **As ports free up notifications are sent to the first driver in line** and the port is temporarily reserved just for that driver. The driver has the ability to accept the reservation and use the port, or the driver may decide to skip his turn and let the person behind go ahead – while retaining his place in line or may simply opt-out of line altogether.

Detailed reports are available to monitor the waitlist and ensure the policies put in place are having the desired effect, including queue depth and average wait time.

7.3.12.

Other Software. Identify any other software solutions for the public sector included in your proposal. Your response may include fleet or facility management software.

ChargePoint software has a unique energy management feature that allows public sector fleets to reduce infrastructure costs and increase scalability by sharing power at the circuit, panel, site, and multi-site level. These features allow station owners to dynamically manage the power distributed to stations based on various factors including time of day, existing infrastructure capacity, stepped installations, etc. Listed below are the various energy management functions, and how the ChargePoint software manages the energy:

Circuit Share: Allows a single circuit to power two or more ports; active load management ensures that the station load never

exceeds the capacity of the circuit (e.g. 40A circuit powering 2 individual 32A ports). Circuit sharing is typically set by an installer on the CT4000 product family using Help buttons and an installation wizard on the station LCD. Circuit share may also be remotely set by ChargePoint Support when necessary.

Power Select: Allows lower power circuits to be run to the stations: 30A circuit supporting 24A load or a 20A circuit supporting 16A load. 40A circuits are standard, supporting up to 32A load (CT4000). Power Select is typically set by an installer using the installation wizard but may also be remotely set by ChargePoint Support when necessary. Power Select also enables integration with photovoltaic and battery storage systems.

Power Management: Allows an aggregate maximum load to be set for a group of Level 2 stations at the circuit level, panel level and transformer/site level. This allows for oversubscription of electrical service and optimizes the active charging time of vehicles relative to their overall time the vehicles are parked. For example, Power Management for EVSE charging a fleet of 21 electric vehicles at a site using common transformer and electrical panel may be configured for 45 kVA max aggregate load that would otherwise require up to 140 kVA power capacity. With Power Management, stations will self-manage to never exceed the threshold set for a 3-phase panel with feeders from 45 kVA transformer. ChargePoint Power Management enables efficient charging of an increased number of vehicles using available power at a site, reduces electrical infrastructure costs, and eliminates higher utility service costs associated with ChargePoint software has a unique energy management feature that allows public sector fleets to reduce infrastructure costs and increase scalability by sharing power at the circuit, panel, site, and multi-site level. These features allow station owners to dynamically manage the power distributed to stations based on various factors including time of day, existing infrastructure capacity, stepped installations, etc. Listed below are the various energy management functions, and how the ChargePoint software manages the energy:

Circuit Share: Allows a single circuit to power two or more ports; active load management ensures that the station load never exceeds the capacity of the circuit (e.g. 40A circuit powering 2 individual 32A ports). Circuit sharing is typically set by an installer on the CT4000 product family using Help buttons and an installation wizard on the station LCD. Circuit share may also be remotely set by ChargePoint Support when necessary.

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Power Management: Allows an aggregate maximum load to be set for a group of Level 2 stations at the circuit level, panel level and transformer/site level. This allows for oversubscription of electrical service and optimizes the active charging time of vehicles relative to their overall time the vehicles are parked. For example, Power Management for EVSE charging a fleet of 21 electric vehicles at a site using common transformer and electrical panel may be configured for 45 kVA max aggregate load that would otherwise require up to 140 kVA power capacity. With Power Management, stations will self-manage to never exceed the threshold set for a 3-phase panel with feeders from 45 kVA transformer. ChargePoint Power Management enables efficient charging of an increased number of vehicles using available power at a site, reduces electrical infrastructure costs, and eliminates higher utility service costs associated with exceeding a peak power threshold. The stations in concert with ChargePoint cloud-based services actively manage the individual power output to each vehicle to ensure that the maximum allowed load is never exceeded. No additional hardware or systems are required onsite; all load management functions are fully automated and performed by the charging stations working in concert with ChargePoint cloud services. Vehicles charge normally at full power capacity as long as there is sufficient power available. As more vehicles begin charging, the output to each vehicle automatically adjusts to stay within the power allowance. As vehicles finish charging, the power is automatically redistributed to the remaining vehicles. Whereas vehicles come and go throughout the day and charge at varying power rates, ChargePoint Power Management allows charging up to two to eight times as many vehicles on a dedicated circuit or EV panel without increasing transformer or utility service capacity. This feature allows for capital expense cost savings, as well as

operational cost savings. Also manage expensive service or demand charges by setting a load cap and spreading out the charging through a longer timeframe.

7.3.13. *Integration.* With which other enterprise software systems is your network/software solution(s) able to integrate?

ChargePoint is an Open Network solution with the ability to integrate with various software systems. ChargePoint offers an extensive API library for live station data and intelligent automated control as part of our network services and system integration options. As a Silicon Valley company with one of the largest engineering teams in the EV charging industry, our technical expertise can be brought to bear against any integration request to seamlessly blend our best-in-class driver services with 3rd party systems.

Section 8. Customer Service

8.1. Customer Service

8.1.1. *Overview.* Describe your company's Customer Service Department. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.

ChargePoint provides 24/7 toll-free live driver support in multiple languages, including English, French, and Spanish. With over 49,000 charging spots, ChargePoint has a long track record of success and provides the highest level of support in the industry. EV Driver and ChargePoint Account Assistance
 U.S. and Canada Toll Free: 1-888-758-4389 (24 hours)

Station Owner, Installer and Partner Support:
 U.S. and Canada Toll Free: 1-877-850-4562 (Mon - Fri, 5 AM PST - 6 PM PST)

ChargePoint believes customer support is too valuable to be left in the hands of independent contractors. ChargePoint has a staff of over 70 employees on the customer support team located in Scottsdale, Arizona.

ChargePoint Support provides hassle-free solutions to drivers. Information and support options include a 24-hour assistance line in English and French, email support, and a mobile app that enables drivers to determine charging station location and availability, as well as access and modify personal account information. Annually, ChargePoint Support manages approximately 143,000 customer interactions.

8.1.2. *Complaint Resolution.* Describe your customer complaint resolution process. Describe how unresolved complaints are handled.

ChargePoint support representatives use a ticketing-based system to log, track, update, and resolve driver and station owner complaints. When a ticket is created, the complainant's contact information is recorded, and the customer is update throughout the resolution process.

Section 9. Warranty

9.1. Warranty

9.1.1.	<p><i>Warranty.</i> Provide a copy of all relevant warranties. If required, please include the warranties as an attachment as instructed in Section 2.3 of this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Please indicate, and describe if applicable, if there are any optional extended warranty coverage options available to Members. Pricing related to the any extended warranty options must be included in Attachment B.</p>	
<p>See Manufacturer Warranty and the Assure Warranty attached.</p> <p>ChargePoint Commercial Stations Standard Warranty: ChargePoint offers best-in-class hardware and industry leading support. Our standard warranty is one-year parts only when installed by a ChargePoint Certified Installer. We recommend upgrading your standard warranty to ChargePoint's Assure maintenance and management plan for a comprehensive, turnkey, hassle-free station ownership experience as a replacement to the standard parts warranty.</p> <p>ChargePoint Assure is the most comprehensive EV station maintenance and management program in the industry. Assure enhances your standard parts warranty with dispatched labor at committed service levels to perform on-site repairs, as well as a long list of additional features. Should a charging station fail due to a manufacturing defect or accident, the ChargePoint Support team will rush to your site to repair or replace the station. You may purchase up to five years of ChargePoint Assure coverage.</p> <p>Additional Assure features include:</p> <ul style="list-style-type: none"> • 24X7 proactive station health monitoring • Proactive dispatch of repair technicians when required • One (1) business day on-site response after parts are onsite • Unlimited software configuration changes • 98% annual uptime guarantee with financial penalty for non-performance • Monthly reports and detailed quarterly reports of your station's performance metrics • Coverage of labor for repairs typically not covered under standard warranty such as vandalism, abuse and accidents 		
9.1.2.	<p><i>Claims.</i> Describe your warranty claims process.</p>	
<p>ChargePoint support representatives use a ticketing-based system to log, track, update, and resolve driver and station owner complaints. When a ticket is created, the complainant's contact information is recorded, and the customer is update throughout the resolution process.</p>		
9.1.2.1.	<p><i>Full Coverage.</i> Does the warranty cover all products, parts, and labor? If no, provide further explanation.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Charging stations come with a 1 year standard parts only manufacturer warranty. Customer has the option to purchase the Assure Maintenance Warranty from 1-5 years that includes BOTH parts and labor.</p>		
9.1.2.2.	<p>Technician's Expense. Does the warranty cover the expense of technicians' travel time and mileage to perform the warranty work?</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

	Assure warranty covers both parts and labor. Standard manufacturer warranty only covers parts only.	
9.1.2.3.	<i>Prorated Coverage.</i> Is the manufacturer's warranty coverage prorated? If yes, provide further explanation as to how the prorated feature of the warranty may affect current or future Members.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Manufacturer warranty covers 100% parts replacement if defective.	
9.1.2.4.	<i>Third Party Coverage.</i> Is the manufacturer warranty offered through, administered by, and/or financially backed by a third-party? If yes, provide information and background about the third-party insurer.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Backed by ChargePoint	
9.1.2.5.	<i>Warranty Limits.</i> Does manufacturer warranty place any limits that would adversely affect coverage? Describe any limits to your warranty coverage.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Manufacturer warranty is a 1 year parts only coverage. The Assure warranty is a 1-5 years parts and labor coverage.	
9.1.2.6.	<i>Product Coverage.</i> Does the warranty cover products made by other manufacturers that are part of your proposal, or are these warranties typically passed on to the original manufacturer? Describe any limits to your warranty's coverage as it relates to products manufacturer by other companies.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Click here to provide additional commentary, if necessary.	

Section 10. Additional Features & Other Offerings

10.1. Additional Features

10.1.1.	<i>Value Add.</i> Describe any other features or capabilities relating to electric vehicles or EV charging that would improve or enhance the Program. Your response may include, but is not limited to, ecommerce capabilities, marketing capabilities, green initiatives, and technological advancements.
Click here to enter response.	

10.2. Additional Offerings

10.2.1.	<i>Other Capabilities.</i> Identify and describe any other products and/or services your company offers outside the primary scope of this RFP that can be made available to Members. Any products or services offered in this section will only be considered if pricing is offered in <u>Attachment B – Cost Proposal</u> in accordance with the directions provide in <u>RFP Section 2.3 Cost Proposal & Pricing Template</u> .
Installation – A turnkey quote for installation will require a site visit by the electrician to determine installation costs.	

Section 11. Partnering with Sourcing Alliance

11.1. Bidder Organizational Structure & Staffing of Relationship

11.1.1.	<i>Primary Point of Contact for Sourcing Alliance/Equalis Group.</i> Who is the individual that will serve as Sourcing Alliance/Equalis Group's primary point of contact for developing and implementing a go-to-market strategy to increase Program participation by local governments and educational institutions across the country? Include the individual's name, title, a description of their role, and a resume or biography.
Keith Anderson, VP Business Development	
11.1.2.	<i>Key Staff.</i> Provide the names, roles, and tenure with the company of other key staff members who will be working with Sourcing Alliance/Equalis Group in such areas as sales management, field sales, marketing, collateral development and approval, accounting, and reporting.
Larry Kinder, CEO	
11.1.3.	<i>Organizational Chart.</i> Provide an organizational chart describing the roles and reporting relationships of senior management and departments or divisions within your company.
Larry Kinder CEO co-founder, Keith Anderson VP Business Development – co-founder	
11.1.4.	<i>Sales Organization.</i> Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, segmentation by account size, inside sales, field sales, and how sales representatives are compensated (e.g., on gross revenue, profitability, or some other formula).
Sales organization consists of Larry Kinder and Keith Anderson. We cover the entire US and all verticals with stations currently in 37 states and continually expanding.	
11.1.5.	<i>Five (5) Year Sales Vision & Strategy.</i> A piggybackable Group Purchasing Agreement with Sourcing Alliance/Equalis Group provides your company with an opportunity to win new and renew existing local government and educational institution business through an exemption to the traditional bid/RFP process. In other words, public sector entities that want to purchase your company's products and services can do so without having to conduct a bid or RFP. Describe your company's vision and strategy to leverage a piggybackable Group Purchasing Agreement with Sourcing Alliance/Equalis Group to win and retain local government and educational institution business over the next five (5) years.
We will inform potential members that they can buy off the Sourcing Alliance/Equalis Group Purchasing Agreement of which our product has already been vetted and discounted for the members. If they are not members they need to become members to take advantage of the discounts to save time, money and resources by avoiding the RFP process. We can also work with our manufacturer to possibly send out direct emails detailing the charging stations.	
11.1.6.	<i>Driving Program Participation & Revenue.</i> What geographies and vertical markets will be targeted and in what timeframe?
We target the entire US and all verticals on an ongoing basis.	

11.1.7.	<i>Group Purchasing Agreement Deployment with Sales Team.</i> How will the piggybackable Group Purchasing Agreement be deployed with your public sector sales team?
Phone calls, webinars and emails to provide awareness to the agreement.	
11.1.8.	<i>Sales Team Incentives.</i> How will your sales team be incentivized to leverage the Sourcing Alliance/Equalis Group piggybackable Group Purchasing Agreement when pursuing public sector business?
We eat what we kill. We do not sell we do not get paid.	
11.1.9.	<i>Revenue Objectives.</i> What are your revenue objectives in each of the five (5) years of the piggybackable master agreement?
Increase revenue 10% year over year through new business and existing business expanding their EV charging station footprint.	
11.1.10.	<i>New Business Acquisition.</i> What is your strategy for winning new business under the Sourcing Alliance/Equalis Group exemption from traditional bid/RFP processes?
Having members receive steeper discounts on the products and services through this Group Buy Purchase that they would see through a traditional bid/RFP process as well as save them time, money, and resources by not going thru the bid/RFP process.	
11.1.11.	<i>Existing Business Retention.</i> What is your strategy for retaining existing business under the Sourcing Alliance/Equalis Group exemption from traditional bid/RFP processes?
Periodic follow ups to see if existing business has any questions, improvements, concerns, issues, etc.	

11.2. Sourcing Alliance/Equalis Group Administrative Fee & Reporting

11.2.1.	<i>Administrative Fee.</i> Sourcing Alliance/Equalis Group generates revenue as a percentage of the Winning Supplier's revenue from local government and educational institutions purchasing products and services from Winning Supplier through the piggybackable master agreement between the Winning Supplier and Sourcing Alliance/Equalis Group. The Administrative Fee is designed to align the interests of the Winning Supplier and Sourcing Alliance/Equalis Group – Sourcing Alliance/Equalis Group only generates revenue when the Winning Supplier generates revenue based on Program utilization by current and future Members. The Administrative Fee for this Program is two percent (2%) of the Winning Supplier's Program revenue, payable upon invoice issued by the Winning Supplier to participating Members. Confirm that, if selected as the Winning Supplier of this RFP process, respondent agrees to this Administrative Fee structure.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Click here to provide additional commentary, if necessary.		
11.2.2.	<i>Shared Marketing Costs.</i> Sourcing Alliance/Equalis Group will work closely with the Winning Supplier to drive participation in the Program and will design Program marketing campaigns to current and potential Members across the country. These campaigns may include the development, production, and distribution of marketing collateral, acquiring prospect contact information, attending trade shows, and other typical marketing expenses. All out-of-pocket marketing expenses will be identified as part of the design of each marketing campaign, and each marketing campaign must be approved by both the	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

	<p>Winning Supplier and Sourcing Alliance/Equalis Group prior to implementation. The out-of-pocket costs for each marketing campaign are split equally between the Winning Supplier and Sourcing Alliance/Equalis Group and paid to the party incurring the out-of-pocket expenses upon invoice. Confirm that, if selected as the Winning Supplier of this RFP process, your company agrees to share equally in the cost of any agreed upon out-of-pocket expenses as described herein</p>	
<p>Case by case basis. Will work with ChargePoint.</p>		
<p>11.2.3.</p>	<p><i>Sales & Administrative Fee Reporting.</i> Sourcing Alliance/Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month and reports detailing the prior calendar year's sales invoiced and Administrative Fees earned within thirty (30) days following the end of the calendar year. Confirm that your company will meet or exceed this reporting requirement. If your company cannot meet this reporting requirements schedule, explain why and propose an alternative time schedule for providing these reports to Sourcing Alliance/Equalis Group.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Prefer to provide quarterly reporting vs. monthly.</p>		
<p>11.2.4.</p>	<p><i>Sales Pipeline Reporting.</i> Describe the types of reports and information that are available to track ongoing prospect and sales pipeline activity by your company's sales team in support of joint marketing and sales campaigns implemented by your company and Sourcing Alliance/Equalis Group. What types of information and reporting can be accessed by Sourcing Alliance/Equalis Group in real time and/or on a monthly basis? What types of information and reporting can be provided to Sourcing Alliance/Equalis Group electronically on a monthly basis at minimum? Provide samples of prospecting and sales pipeline reports available to Sourcing Alliance/Equalis Group.</p>	
<p>Click here to enter response.</p>		

June 12, 2020

To whom it may concern,

This letter states that LilyPad EV located at 9801 W 100th Terrace Overland Park, Kansas 66212 is an authorized reseller for ChargePoint. They are a Premier Plus partner with more than 8 years' experience working with ChargePoint.

Kind Regards,

Dennis Carter

Dennis Carter
National Partner Manager – North America
ChargePoint

ATTACHMENT C: REQUIRED RESPONDENT INFORMATION, CERTIFICATIONS, AND ADDITIONAL DOCUMENTS SOURCING ALLIANCE/EQUALIS GROUP: ELECTRIC PICKUP TRUCK & EV CHARGING SOLUTIONS PROGRAMS

Purpose of this Attachment C: Sourcing Alliance requires the following information about respondents ("Respondents") who submit proposals in response to any Sourcing Alliance Request for Proposal ("RFP") in order to facilitate the development of the contract with the winning supplier ("Winning Supplier"). Sourcing Alliance reserves the right to reject a Respondent's proposal if the Respondent fails to provide this information fully, accurately, and by the deadline set by Sourcing Alliance in the RFP. Further, some of this information (as identified below) **must** be provided in order for Sourcing Alliance to accept and consider a Respondent's proposal. **Failure to provide such required information will result in a Respondent's proposal being deemed nonresponsive to this RFP.**

Instructions: Provide the following information regarding the Respondent submitting the proposal. Respondents may a) complete this document in Microsoft Word by completing the form fields, print this attachment, and sign it in the designated signature areas, b) print this attachment, complete it, and sign it in the designated signature areas, or c) provide the required information and certifications (each fully re-stated from this attachment) on a separate document. It is mandatory that the information provided is certified with an original signature (in blue ink, please) from a person with sufficient authority and/or authorization to represent the Respondent. Respondents are to provide the completed and signed information and certifications in **Tab 1** of the Technical Proposal submitted to Sourcing Alliance as described in RFP Section 4.2 - Format for Organization of the Proposal.

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Respondents must provide all the information outlined below

<p>1. Sourcing Alliance RFP Name: <u>RFP # 2020.05.3</u></p>	<p>2. Proposal Due Date: <u>July 9th, 2020</u></p>
<p>3. Respondent Name: <u>LilyPad EV, LLC</u> <i>(legal name of the entity responding to RFP)</i></p>	<p>4. Respondent Federal Tax ID # or Social Security #: <u>270306292</u></p>
<p>5. Respondent Corporate Address: <u>9801 W. 100th Terrace</u> <u>Overland Park, KS 66212</u> _____ _____</p>	<p>6. Respondent Remittance Address <i>(or "same" if same as Item #5):</i> <u>Same</u> _____ _____</p>

7. Print or type information about the Respondent representative/contact person authorized to answer questions regarding the proposal submitted by your company:

Respondent Representative: Keith Anderson
 Representative's Title: VP Business Development
 Address 1: 9801 W. 100th Terrace
 Address 2: _____
 City, State, Zip: Overland Park, KS 66212
 Phone #: 913-269-2453
 Fax #: _____
 E-Mail Address: keith.anderson@lilypadev.com

8. Print or type the name of the Representative authorized to address contractual issues, including the authority to execute a contract on behalf of the Respondent, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in #7, provide the following information on each such representative and specify their function):

Respondent Representative: Keith Anderson
 Representative's Title: VP Business Development
 Address 1: 9801 W. 100th Terrace
 Address 2: _____

City, State, Zip:	<u>Overland Park, KS 66212</u>
Phone #:	<u>913-269-2453</u>
Fax #:	_____
E-Mail Address:	<u>keith.anderson@lilypaddev.com</u>

9. Is this Respondent an Ohio certified Minority Business Enterprise (“MBE”)? Yes No

If yes, attach a copy of current certification to proposal as an appendix in Tab 4 of your proposal.

10. Mandatory Supplier Certifications:
Sourcing Alliance may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Respondents responding to any Sourcing Alliance RFP MUST certify that they are NOT ineligible by signing each of the four statements below. **Failure to provide proper affirming signature on any of these statements will result in a Respondent’s proposal being deemed nonresponsive to this RFP.**

I, Keith Anderson (insert signature of representative shown in Item #7, above), hereby certify and affirm that LilyPad EV, LLC (insert name of the submitting Respondent shown in Item #3, above), has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I, Keith Anderson (insert signature of representative shown in Item #7, above), hereby certify and affirm that LilyPad EV (insert name of the submitting Respondent shown in Item #3, above), is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker’s compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (as opposed to a record keeping or administrative standard) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers’ Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

AND

I, Keith Anderson (insert signature of representative shown in Item #7, above) hereby certify and affirm that LilyPad EV (insert name of the submitting supplier shown in Item #3, above), is not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I, Keith Anderson (insert signature of representative shown in Item #7, above) hereby certify and affirm that LilyPad EV (insert name of the submitting Respondent shown in Item #3, above), either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that statute to

resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with Sourcing Alliance.

11. Supplemental Respondent Contract and Equal Employment Opportunity Information:

A. Provide data on Respondent employees both nationwide (inclusive of Ohio staff) and the number of Ohio employees:

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	<u>2</u>	<u>0</u>
% of those who are Women:	<u>0%</u>	<u>0%</u>
% of those who are Minorities:	<u>0%</u>	<u>0%</u>

B. If you are the Winning Supplier and this RFP involves the provision of services to Sourcing Alliance Members, will you subcontract any part of the work?

- NO -or-
- YES, but for less than 50% of the work -or-(*Installation Only*)
- YES, for 50% or more of the work

C. If any part of your proposal would be performed by any subcontractors, provide the following information on each subcontractor (*additional pages may be added as needed*):

Subcontractor Name: Varies across states and locales

Street Address 1: _____

Street Address 2: _____

City, State, Zip: _____

Work to be Performed: *Installation only*

Estimated percentage of total proposal to be performed by subcontractors: *100% Installation only*
(Do NOT show dollar amounts here; show % of WORK sub-contractors will perform/provide). Define the part of the work that will be performed by each subcontractor.

Subcontractor's employee information (*attach additional pages if needed*):

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

12. Respondent has read the Sourcing Alliance Model Contract attached to the RFP as Attachment F, and if awarded a contract, Respondent will not (or) supplier will request changes to the standard language and has marked the requested changes and returned the model document with this proposal for consideration by Sourcing Alliance. (*If any changes are requested, Respondent will review those requested changes if you are the Winning Supplier. All requested changes to model contract language are subject to Respondent approval.*)

13. I Keith Anderson, (insert name of Respondent representative in Item #7, above) hereby affirm that this proposal accurately represents the capabilities and qualifications of LilyPad EV, LLC (insert name of submitting Respondent as shown in item #3, above), and I hereby affirm that the cost(s) proposed to Sourcing Alliance for the performance of services and/or provision of goods covered in this proposal in response to this Sourcing Alliance RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)

Signature Keith Anderson Date 6-26-20

14. Additional Documents:

Sourcing Alliance makes every attempt to meet the varying legal requirements of public agencies across the country. The documents included in this section are intended to give our contracts the broadest geographic reach by meeting the procurement requirements of other states outside of Ohio.

14.1. Lobbying Certification

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Keith Anderson
Signature of Respondent

14.2. Boycott Certification

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

ADD SIGNATURE BLOCK? Keith Anderson

14.3. Federal Funds Certification Form (EDGAR)

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All respondents submitting proposals must complete this Federal Funds Certification Form regarding respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify respondent's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a respondent fails to complete any item in this form, Sourcing Alliance will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

14.3.1. Supplier Partner Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of Sourcing Alliance's Group Purchasing Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Sourcing Alliance Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Supplier Partner agree? KA

(Initials of Authorized Representative)

14.3.2. Termination for Cause or Convenience

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Supplier Partner agree? KA

(Initials of Authorized Representative)

14.3.3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Supplier Partner agree? KA

(Initials of Authorized Representative)

14.3.4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States". The Act provides that each Supplier Partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Supplier Partner agree? KA

(Initials of Authorized Representative)

14.3.5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Supplier Partner agree? KA
(Initials of Authorized Representative)

14.3.6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Supplier Partner agree? KA
(Initials of Authorized Representative)

14.3.7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Supplier Partner agree? KA
(Initials of Authorized Representative)

14.3.8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Supplier Partner agree? KA
(Initials of Authorized Representative)

14.3.9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Supplier Partner agree? KA
(Initials of Authorized Representative)

14.3.10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Supplier Partner agree? KA
(Initials of Authorized Representative)

14.3.11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Supplier Partner agree? KA
(Initials of Authorized Representative)

14.3.12. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Supplier Partner agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Supplier Partner agree? KA
(Initials of Authorized Representative)

14.3.13. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Supplier Partner agree? KA
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

LilyPad EV

Company Name

Keith Anderson
Signature of Authorized Company Official

Keith Anderson

Printed Name

VP Business Development

Title

6-26-20
Date

15. Required Documents for Supplier Partners Intending to Do Business in New Jersey

15.1. Ownership Disclosure Form

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: LilyPad EV

Street: 9801 W. 100th Terrace

City, State, Zip Code: Overland Park, KS 66212

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in, _____ do hereby certify that the following is a list of all individual partners who own a 10 percent (10%) or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10 percent (10%) or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Keith Anderson, an authorized representative of LilyPad EV, LLC, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10 percent (10%) or more of the corporation's stock or the individual partners owning a 10 percent (10%) or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Larry Kinder	9801 W. 100 th Terrace, Overland Park, KS 66212	51%
Keith Anderson	10200 Woodson Dr., Overland Park, KS 66207	49%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Keith Anderson VP Business Dev.

Authorized Signature and Title

6-26-20

Date

15.2. Non-Collusion Affidavit

Company Name: LilyPad EV, LLC
Street: 9801 W. 100th Terrace
City, State, Zip Code: Overland Park, KS 66212

State of Missouri
~~New Jersey~~

County of Jackson

I, Keith Anderson of the City of KC

Name

City

in the County of Jackson, State of Missouri of full age, being
duly sworn according to law on my oath depose and say that:

I am the VP Bus Dev. of the firm of LilyPad EV, LLC

Company Name

Title

the respondent making the proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the _____ relies upon the truth of the statements contained in said bid

(name of procuring public entity)

proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services, or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

LilyPad EV, LLC

Keith Anderson VP Bus. Dev.

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this 26th day of June, 2020

Linda Chase Dickerson
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 19075498
My Commission Expires 01-29-2023

15.3. Affirmative Action Affidavit

(P.L. 1975, C.127)

Company Name: LilyPad EV
Street: 9801 W. 100th Terrace
City, State, Zip Code: Overland Park, KS 66212

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence: We are a LLC with a total of 2 employees

Procurement, Professional & Service Contracts (Exhibit A)

Supplier Partners must submit with proposal:

- 1. A photocopy of their Federal Letter of Affirmative Action Plan Approval
OR
2. A photocopy of their Certificate of Employee Information Report
OR
3. A complete Affirmative Action Employee Information Report (AA302)

Public Work - Over Fifty Thousand Dollars (\$50,000) Total Project Cost: We are an LLC with only 2 employees

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education

B. Approved Federal or New Jersey Plan - certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Keith Anderson VP Business Dev.
Authorized Signature and Title

6-26-20
Date

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the Supplier Partner agrees as follows:

The Supplier Partner or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Supplier Partner will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Supplier Partner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The Supplier Partner or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the Supplier Partner, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The Supplier Partner or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Supplier Partner's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Supplier Partner or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Supplier Partner or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The Supplier Partner or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Supplier Partner or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Supplier Partner or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Supplier Partner and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

15.4. Political Contribution Disclosure Form

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to Supplier Partners.** What follows are instructions on the use of form local units can provide to Supplier Partners that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of seventeen thousand five hundred dollars (\$17,500) that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some Supplier Partner submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the Supplier Partner** and on file at least ten (10) days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The Supplier Partner must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that Supplier Partners be provided a list of the affected agencies. This will assist Supplier Partners in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time, as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some Supplier Partners may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used "as-is", subject to edits as described herein.
 - e) The "Supplier Partner Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the Supplier Partner also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that Supplier Partner did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the twelve (12) months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this

package and the instruction to complete it is included in the Supplier Partner Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Supplier Partner Instructions

Supplier Partners receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that ten (10) days prior to the award of such a contract, the Supplier Partner shall disclose contributions to:

- 1) any State, county, or municipal committee of a political party,
- 2) any legislative leadership committee¹,
- 3) any continuing political committee (a.k.a., political action committee),
- 4) any candidate committee of a candidate for, or holder of, an elective office:
 - a) of the public entity awarding the contract,
 - b) of that county in which that public entity is located,
 - c) of another public entity within that county,
 - d) or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed three hundred dollars (\$300) per election cycle that were made during the twelve (12) months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- 5) individuals with an "interest" ownership or control of more than ten percent (10%) of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit,
- 6) all principals, partners, officers, or directors of the business entity or their spouses,
- 7) any subsidiaries directly or indirectly controlled by the business entity,
- 8) IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the Supplier Partner in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the Supplier Partner's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the Supplier Partner's submission and is disclosable to the public under the Open Public Records Act. The Supplier Partner must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

¹ N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders
{County Executive}

County Clerk
Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

15.5. Stockholder Disclosure Form

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding ten percent (10%) or more of the issued and outstanding stock of the undersigned.

OR

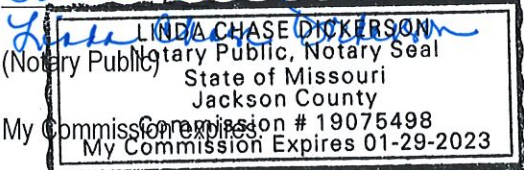
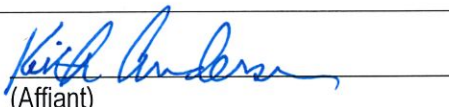
I certify that no one stockholder owns ten percent (10%) or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership
- Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Keith Anderson Home Address: 10200 Woodson Dr. Overland Park, KS 66207	Name: Larry Kinder Home Address: 9801 W. 100 th Terrace Overland Park, KS 66212
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Subscribed and sworn before me this <u>26th</u> day of <u>June</u> 2020 	 (Affiant) <u>Keith Anderson VP Bus Dev.</u> (Print name & title of affiant) (Corporate Seal)

16. Required Documents for Supplier Partners Intending to Do Business in Arizona

16.1. Arizona Supplier Partner Requirements

AZ Compliance with Federal and state requirements. Supplier Partner agrees when working on any federally assisted projects with more than two thousand dollars (\$2,000.00) in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Supplier Partner agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Supplier Partner must retain records for three years to allow the federal grantor agency access to these records, upon demand. Supplier Partner also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, Supplier Partner additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements. Pursuant to ARS 41-4401, Supplier Partner and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

Sourcing Alliance reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Sourcing Alliance and its members reserve the right to inspect the papers of any Supplier Partner or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Supplier Partner Employee Work Eligibility. By entering into this contract, Supplier Partner agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Sourcing Alliance and/or Sourcing Alliance members may request verification of compliance from any Supplier Partner or subcontractor performing work under this contract. Sourcing Alliance and Sourcing Alliance members reserve the right to confirm compliance. In the event that Sourcing Alliance or Sourcing Alliance members suspect or find that any Supplier Partner or subcontractor is not in compliance, Sourcing Alliance may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the Supplier Partner. All cost associated with any legal action will be the responsibility of the Supplier Partner.

AZ Non-Compliance. All federally assisted contracts to members that exceed ten thousand dollars (\$10,000.00) may be terminated by the federal grantee for noncompliance by Supplier Partner. In projects that are not federally funded, respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona). For work to be performed at an Arizona school, Supplier Partner agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Supplier Partner agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Sourcing Alliance member's discretion. Supplier Partner must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments. In accordance with A.R.S. 35-392, Sourcing Alliance and Sourcing Alliance members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, Supplier Partner warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



Signature of Respondent

6-26-20

Date

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
LilyPad EV, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
9801 W. 100th Terr

6 City, state, and ZIP code
Overland Park, KS 66212

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-						
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or

Employer identification number

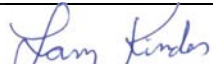
2	7	-	0	3	0	6	2	9	2
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ **4/29/2020**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CHARGEPOINT®
MASTER SERVICES AND SUBSCRIPTION AGREEMENT

IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU OR THE CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY YOU REPRESENT (“SUBSCRIBER”) AND CHARGEPOINT, INC., A DELAWARE CORPORATION (“CPI”). PLEASE READ IT CAREFULLY. BY USING ANY OF THE CHARGEPOINT SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE ANY CHARGEPOINT SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, THAT ENTITY REPRESENTS THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, YOU MAY NOT ENTER INTO THIS AGREEMENT AND SUCH ENTITY MAY NOT USE THE CHARGEPOINT SERVICES.

1. AGREEMENT.

1.1 SCOPE OF AGREEMENT. This Agreement governs the following activities:

- (a) Provisioning of Subscriber’s Charging Station(s), if any, on ChargePoint;
- (b) Activation and use of the ChargePoint Services on Subscriber’s Charging Station(s), if any;
- (c) Subscriber’s use of the APIs as part of the ChargePoint Services;
- (d) Each grant of Rights by Subscriber; and
- (e) Each grant of Rights by a third party to Subscriber.

1.2 EXHIBITS AND PRIVACY POLICY. This Agreement includes the CPI [Privacy Policy](#), as amended from time to time, and the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference.

- Exhibit 1: Flex Billing Terms
- Exhibit 2: API Terms
- Exhibit 3: Terms Regarding Granting and Receipt of Rights

In the event of any conflict between the terms of this Agreement on the one hand, and the Privacy Policy or any Exhibit on the other hand, this Agreement shall govern. Capitalized terms not otherwise defined in any Exhibit or the Privacy Policy shall have the same meaning as in this Agreement.

2. DEFINITIONS. The following terms shall have the definitions set forth below when used in this Agreement:

2.1 *“Affiliate”* means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control”, for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

2.2 *“APIs”* means, individually or collectively, the application programming interfaces which are made available to Subscriber from time to time, as and when updated by CPI.

2.3 *“ChargePoint Connections”* shall have the meaning ascribed to it in the applicable data sheet. The term ChargePoint Connections shall also mean any successor service provided by CPI.

2.4 *“ChargePoint®”* means the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (as defined below) in order to provide various services to, among others, Subscriber and its employees.

2.5 *“ChargePoint Services”* means, collectively, the various cloud services offerings (including, without limitation, APIs and application Cloud Plans) made available for subscription by CPI.

2.6 *“ChargePoint Application”* means any of the applications established and maintained by CPI which will allow Subscriber to access ChargePoint Services.

2.7 *“Charging Station”* means the electric vehicle charging station(s) purchased by Subscriber, whether manufactured by CPI or by a CPI authorized entity, which are registered and activated on ChargePoint.

2.8 *“Content”* means all data collected or maintained by CPI in connection with the operation of ChargePoint.

2.9 *“CPI Marks”* means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint and/or CPI manufactured Charging Stations, including without limitation, ChargePoint.

2.10 *“CPI Property”* means (i) ChargePoint, (ii) the ChargePoint Services (including all Content), (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and ChargePoint Services, (iv) the CPI Marks, (v) the ChargePoint Cards, and (vi) all other CPI-supplied material developed or provided by CPI for Subscriber use in connection with the ChargePoint Services.

2.11 *“Documentation”* means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or ChargePoint and made available from time to time by CPI to Subscriber in any manner (including on-line).

2.12 *“Effective Date”* means the earlier of (a) the date that Subscriber electronically accepts this Agreement, or (b) the date of Subscriber’s first use of the ChargePoint Services.

2.13 *“Intellectual Property Rights”* means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

2.14 *“Malicious Code”* means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

2.15 *“Party”* means each of CPI and Subscriber.

2.16 *“PII”* means personally identifiable information regarding Subscriber or a User (e.g., name, address, email address, phone number or credit card number) that can be used to uniquely identify, contact or locate Subscriber or such User.

2.17 *“Provisioning”* means activating Charging Stations, warranties and Cloud Plans on ChargePoint

2.18 *“Rights”* means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Services which a Rights Grantor grants to an Rights Grantee, to enable such Rights Grantee to access, obtain and use certain portions of the ChargePoint Services and certain information available therein in the course of providing services to or on behalf of such Rights Grantor in connection

with one or more of the Rights Grantor's Charging Stations. A Rights Grantor shall be deemed to have granted Rights to the entity that will be responsible for creating Subscriber's account and Provisioning Subscriber's Charging Stations. Such deemed grant may be terminated by Subscriber at any time.

2.19 *"Cloud Plan(s)"* means subscription plans to the ChargePoint Services which are offered and sold by CPI from time to time, which vary according to their features, privileges and pricing.

2.20 *"Subscriber Content and Services"* means any content and/or services that a Subscriber provides or makes available to Users and/or the general public in connection with the ChargePoint Services, other than Content, ChargePoint Services and CPI Property.

2.21 *"Subscriber Marks"* means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business and/or Charging Stations.

2.22 *"Subscription Fees"* means the fees payable by Subscriber for subscribing to any ChargePoint Services.

2.23 *"Taxes"* shall mean all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use taxes, service taxes, value added or similar taxes at the rate applicable for the time being imposed by any national or local government, taxing authority, regulatory agency or other entity together with any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon.

2.24 *"Token(s)"* means the serialized proof of purchase of a Cloud Plan that is used by CPI in connection with enabling Services and/or provisioning Charging Stations.

2.25 *"User"* means any person using a Charging Station.

3. AVAILABLE CHARGEPOINT SERVICES & CLOUD PLANS. A description of the various ChargePoint Services and Cloud Plans currently available for subscription is located on the CPI website. CPI may make other ChargePoint Services and/or Cloud Plans available from time to time, and may amend the features or benefits offered with respect to any ChargePoint Service or Cloud Plan at any time and from time to time. Subscription Fees are based on Subscriber's choice of Cloud Plan and not on actual usage of the Subscription.

4. CPI'S RESPONSIBILITIES AND AGREEMENTS.

4.1 OPERATION OF CHARGEPOINT. CPI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting ChargePoint and related infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Charging Stations to any ChargePoint operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Applications; and (iii) operating ChargePoint in compliance with all applicable laws. CPI will protect the confidentiality and security of PII in accordance with all applicable laws and regulations and the CPI Privacy Policy and acknowledges that it is responsible for the security of "cardholder data" (as that term is defined for purposes of the Payment Card Industry – Data Security Standards), if any, that CPI possesses, otherwise stores, processes or transmits on behalf of Subscriber or for any impact, if any, on the security of Subscriber's cardholder data environment.

4.2 LIMITATIONS ON RESPONSIBILITY. CPI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the total number of Charging Stations that comprise ChargePoint; (ii) continuous availability of electrical service to any of Subscriber's Charging Stations; (iii) continuous availability of any wireless or cellular

communications network or Internet service provider network necessary for the continued operation by CPI of ChargePoint; (iv) availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions; and/or (v) charging stations that are not registered with and activated on the ChargePoint Network.

5. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.

5.1 GENERAL.

(a) All use of ChargePoint and ChargePoint Services by Subscriber, its employees and agents and its grantees of Rights shall comply with this Agreement and all of the rules, limitations and policies of CPI set forth in the Documentation. All ChargePoint Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber's own use (and the use of its grantees of Rights), and Subscriber shall keep all such items secure and confidential. Subscriber shall prevent, and shall be fully liable to CPI for, any unauthorized access to or use of ChargePoint or ChargePoint Services via Subscriber's Charging Stations, ChargePoint Services account(s) or other equipment. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

(b) Subscriber shall be solely responsible for: (i) Provisioning of its Charging Stations, if any; (ii) keeping Subscriber's contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date; (iii) updating on the applicable ChargePoint Application, within five (5) business days, the location to which any of Subscriber's Charging Stations are moved; (iv) the maintenance, service, repair and/or replacement of Subscriber's Charging Stations as needed, including informing CPI of the existence of any Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; and (v) compliance with all applicable laws.

(c) Subscriber shall deliver in full all benefits promised to Users by Subscriber in exchange for such Users connecting with Subscriber using ChargePoint Connections.

5.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. Subscriber represents and warrants to CPI that: (i) it has the power and authority to enter into and be bound by this Agreement and shall have the power and authority to install the Charging Stations and any other electrical vehicle charging products which are registered and activated on the ChargePoint Network); (ii) the electrical usage to be consumed by Subscriber's Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) it has not installed or attached and will not install or attach Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

5.3 CHARGEPOINT CARDS. Subscriber may be permitted by CPI, in CPI's sole discretion, to obtain CPI-provisioned radio-frequency identification cards ("ChargePoint Cards") which enable the individual card recipients to access and use ChargePoint. Subscriber may distribute such ChargePoint Cards to individuals, and each individual ChargePoint Card recipient is responsible for activating his or her ChargePoint Card on ChargePoint directly with CPI on the CPI web site. In no event will Subscriber create any separate ChargePoint accounts for any ChargePoint Card recipients or other third parties, nor will Subscriber create anonymous ChargePoint accounts associated with any ChargePoint Card.

5.4 USE RESTRICTIONS AND LIMITATIONS. Subscriber shall not:

(a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any Content therein to any third party;

(b) interfere with or disrupt the ChargePoint Services, servers, or networks connected to the ChargePoint Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Services;

(c) restrict or inhibit any other user from using and enjoying the ChargePoint Services or any other CPI services;

(d) attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or related systems or networks or any data contained therein, or access or use ChargePoint or ChargePoint Services through any technology or means other than those provided or expressly authorized by CPI;

(e) create any ChargePoint Services user account by automated means or under false or fraudulent pretenses, or impersonate another person or entity on ChargePoint, or obtain or attempt to obtain multiple keys for the same URL;

(f) reverse engineer, decompile or otherwise attempt to extract the source code of the ChargePoint Services or any part thereof, or any Charging Station, except to the extent expressly permitted or required by applicable law;

(g) create derivative works based on any CPI Property;

(h) remove, conceal or cover the CPI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations;

(i) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to a ChargePoint Service, copy, frame or mirror any part of the ChargePoint Services or ChargePoint Content, other than copying or framing on Subscriber's own intranets or otherwise solely for Subscriber's own internal business use and purposes;

(j) access ChargePoint, any ChargePoint Application or the ChargePoint Services for the purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel;"

(k) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the ChargePoint Services or Content or collect information about ChargePoint users for any unauthorized purpose;

(l) upload, transmit or introduce any Malicious Code to ChargePoint or ChargePoint Services;

(m) use any of the ChargePoint Services if Subscriber is a person barred from such use under the laws of the United States or of any other jurisdiction; or

(n) use the ChargePoint Services to upload, post, display, transmit or otherwise make available (A) any inappropriate, defamatory, obscene, or unlawful content; (B) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (C) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the Documentation.

5.5 CONTENT.

(a) ChargePoint Content (including but not limited to Charging Station data and status) is provided for planning purposes only. Subscriber may find that various events may mean actual Charging Station conditions (such as availability or pricing) differ from what is set forth in the Content. In addition, certain Charging Station-related Content, including Charging Station name and use restrictions, is set by the Charging Station owner and is not verified by CPI. Subscriber should exercise judgment in Subscriber's use of the Content.

(b) Certain Content may be provided under license from third parties and is subject to copyright and other intellectual property rights of such third parties. Subscriber may be held liable for any unauthorized copying or disclosure of such third party-supplied Content. Subscriber's use of such Content may be subject to additional restrictions set forth in the Documentation.

(c) Subscriber shall not copy, modify, alter, translate, amend, or publicly display any of the Content except as expressly permitted by the Documentation. Subscriber shall not present any portion of the Content in any manner, that would (i) make such Content false, inaccurate or misleading, (ii) falsify or delete any author attributions or labels of the origin or source of Content, or (iii) indicate or suggest that the Charging Station locations provided as part of the Content are anything other than ChargePoint® Network Charging Stations.

(d) Subscriber shall not remove, obscure, or alter in any manner any proprietary rights notices (including copyright and trademark notices), warnings, links or other notifications that appear in the ChargePoint Service.

6. SUBSCRIPTION FEES AND PAYMENT TERMS.

6.1 SUBSCRIPTION FEES. Subscriber shall pay all Subscription Fees within thirty (30) days of its receipt of CPI's invoice. All payments shall be made in U.S. Dollars by check, wire transfer, ACH payment system or other means approved by CPI. Customer may not offset any amounts due to CPI hereunder against amounts due to Customer under this Agreement or any other agreement. Subscription fees payable to CPI do not include any Taxes imposed thereon, and Subscriber is responsible for any and all such Taxes. All such Taxes shall be set forth on the invoice provided by CPI to Subscriber; provided that, CPI's failure to include any such Tax on an invoice shall not relieve Subscriber's liability therefor. Except as otherwise set forth in this Agreement, all payment obligations under this Agreement are non-cancelable and non-refundable.

6.2 LATE PAYMENTS. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. Subscriber will reimburse CPI for attorneys' fees and other expenses reasonably incurred by CPI in the collection of any late payments. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CPI may, without otherwise limiting CPI's rights or remedies, (a) terminate this Agreement, (b) suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full, and/or (c) condition future ChargePoint Service renewals and other Subscriber purchases on payment terms other than those set forth herein; provided that CPI shall not exercise any such rights if Subscriber has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

7. INTELLECTUAL PROPERTY RIGHTS AND LICENSES.

7.1 CPI PROPERTY. As between CPI and Subscriber, CPI retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to the CPI Property and any

improvements thereto. No rights are granted to Subscriber in the CPI Property hereunder except as expressly set forth in this Agreement.

7.2 SUBSCRIBER PROPERTY. As between CPI and Subscriber, Subscriber retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to (i) all Subscriber Marks and (ii) all Subscriber Content and Services (collectively, the “Subscriber Property”). No rights are granted to CPI in the Subscriber Property hereunder except as expressly set forth in this Agreement.

7.3 LIMITED LICENSE TO SUBSCRIBER. CPI hereby grants to Subscriber a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the CPI Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for Subscriber to access, use and receive the ChargePoint Services as permitted herein.

7.4 LIMITED LICENSE TO CPI. Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPI to provide the ChargePoint Services. CPI may utilize the Subscriber Marks to advertise that Subscriber is using the ChargePoint Services. The foregoing license includes a perpetual and irrevocable right of CPI to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute all Subscriber Content and Services submitted, posted or displayed by Subscriber in the ChargePoint Services, solely for the purpose of enabling CPI to operate, market and promote the ChargePoint Services, and to index and serve such Subscriber Content and Services as search results through ChargePoint Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Rights Grantees relating to the ChargePoint Services.

7.5 ADDITIONAL TERMS REGARDING CPI MARKS.

(a) USE LIMITATIONS. Subscriber shall display the CPI Marks in connection with Subscriber Charging Stations as required in this Agreement during the term of Subscriber’s Cloud Plan. Subscriber shall not use any of the CPI Marks for or with any products other than its Charging Stations. From time to time, CPI may provide updated CPI Mark usage guidelines on the ChargePoint Application or elsewhere in the Documentation, and Subscriber shall thereafter comply with such updated guidelines. For any use of the CPI Mark not authorized by such guidelines, or if no such guidelines are provided, then for each initial use of the CPI Mark, Subscriber must obtain CPI’s prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CPI Mark in the approved manner. All use by Subscriber of CPI’s Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

(b) PROHIBITIONS. Subscriber shall not use or display any CPI Mark (or any likeness of a CPI Mark):

(i) as a part of the name under which Subscriber’s business is conducted or in connection with the name of a business of Subscriber or its Affiliates;

(ii) in any manner that (x) implies a relationship or affiliation with CPI other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPI, or (z) can be reasonably interpreted to suggest that any Subscriber Content and Services has been authored by, or represents the views or opinions of CPI or CPI personnel;

(iii) in any manner intended to disparage CPI, ChargePoint, or the ChargePoint Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPI;

(iv) in any manner that violates any law or regulation; or

(v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPI.

(c) NO REGISTRATION OF CPI MARKS. Subscriber shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CPI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CPI. At no time will Subscriber challenge or assist others to challenge the CPI Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPI.

(d) TERMINATION AND CESSATION OF USE OF CPI MARKS. Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of all CPI Marks.

8. LIMITATIONS OF LIABILITY.

8.1 DISCLAIMER OF WARRANTIES. CHARGEPOINT AND THE CHARGEPOINT SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” FOR SUBSCRIBER’S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CPI DOES NOT WARRANT THAT (A) SUBSCRIBER’S USE OF THE CHARGEPOINT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, OR MEET SUBSCRIBER’S REQUIREMENTS; (B) ALL CONTENT AND OTHER INFORMATION OBTAINED BY SUBSCRIBER FROM OR IN CONNECTION WITH THE CHARGEPOINT SERVICES WILL BE ACCURATE AND RELIABLE; (C) ALL DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE CHARGEPOINT SERVICES WILL BE CORRECTED. ALL CONTENT OBTAINED THROUGH THE CHARGEPOINT SERVICES IS OBTAINED AT SUBSCRIBER’S OWN DISCRETION AND RISK, AND SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER’S COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

8.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CPI BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT, A GRANT OR RECEIPT OF RIGHTS OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

8.3 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither CPI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to ChargePoint; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any Internet service provider not affiliated with CPI; or (v) the

inability of a Charging Station to access ChargePoint as a result of any change in product offerings (including, without limitation, the any network upgrade or introduction of any “next generation” services) by any wireless or cellular carrier. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

8.4 LIMITATION OF LIABILITY. CPI’s aggregate liability under this Agreement shall not exceed aggregate Subscription Fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability.

8.5 CELLULAR CARRIER LIABILITY. IN ORDER TO DELIVER THE CHARGEPOINT SERVICES, CPI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE “UNDERLYING CARRIER”). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CPI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNDERLYING CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH USE, FAILURE TO USE, OR INABILITY TO USE THE WIRELESS SERVICES EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING CARRIER’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CPI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CHARGEPOINT SERVICES.

8.6 ADDITIONAL RIGHTS. BECAUSE SOME STATES OR JURISDICITONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR THE DISCLAIMER OF IMPLIED WARRANTIES AS SET FORTH IN THIS SECTION 8, ONE OR MORE OF THE ABOVE LIMITATIONS MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CPI’S LIABILITY AND/OR IMPLIED WARRANTIES GRANTED IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. TERM, RENEWAL AND TERMINATION.

9.1 TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber’s Cloud Plans.

9.2 CLOUD PLAN TERM. Each Cloud Plan acquired by Subscriber shall commence as follows: Each Cloud Plan acquired for use with a new Charging Station will commence on the earlier to occur of (i) the date of Provisioning such new Charging Station, or (ii) one year from the date the Token(s) necessary for Provisioning such new Charging Station is made available to Subscriber or its installer. Upon expiration of the original term, this Agreement will renew automatically for successive one-year terms at the list price applicable thereto, subject to increases (not to exceed 5% annually) and Subscriber’s right to terminate below. Should the renewal be cancelled and subsequently be requested to be reinstated by Subscriber, reinstatement will be subject to the payment of Subscription Fees for any lapse period plus reasonable reinstatement fee. If, however, at any time after the original term Subscriber wishes to terminate a Cloud Plan that has been automatically renewed, Subscriber may do so by providing CPI thirty (30) days’ written notice of cancellation and CPI will issue Subscriber a pro-rata refund of any funds paid for periods from the effective date of cancellation to the end of the auto-renewed term. Renewals of Cloud Plans will commence on the date of the expiration of the Subscription being renewed. All other Cloud Plans will commence on the date of activation of such Cloud Plans, but in no event more than one

year after the date the Token(s) necessary for such activation is made available to Subscriber. Each Subscriber Cloud Plan shall continue for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms.

9.3 TERMINATION BY CPI.

(a) This Agreement may be immediately terminated by CPI: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days (or within five (5) days in the case of any payment default) of Subscriber's receipt of written notice thereof; (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon CPI; or (iv) as otherwise explicitly provided in this Agreement. Regardless of whether Subscriber is then in breach, CPI may, in its reasonable discretion, determine that it will not accept any renewal by Subscriber of its subscription to ChargePoint Services. In such case, this Agreement shall terminate upon the later of the expiration of all of Subscriber's subscriptions to ChargePoint Services.

(b) CPI may in its discretion suspend Subscriber's continuing access to the ChargePoint Services or any portion thereof if (A) Subscriber has breached any provision of this Agreement, or has acted in manner that indicates that Subscriber does not intend to, or is unable to, comply with any provision of this Agreement; (B) such suspension is required by law (for example, due to a change to the law governing the provision of the ChargePoint Services); or (c) providing the ChargePoint Services to Subscriber could create a security risk or material technical burden as reasonably determined by CPI.

9.4 TERMINATION BY SUBSCRIBER.

This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if CPI is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, (ii) CPI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors, or (iii) upon providing thirty (30) days prior written notice.

9.5 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 9.4(i) or by CPI pursuant to Section 9.3(a)(iii), CPI shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Cloud Plan term. Upon any termination for any other reason, Subscriber shall not be entitled to any refund of any Subscription Fees as a result of such termination. Except as otherwise set forth in this Agreement, in no event shall any termination relieve Subscriber of any unpaid Subscription Fees due CPI for the Cloud Plan term in which the termination occurs or any prior Cloud Plan term.

9.6 SURVIVAL. Those provisions dealing with the Intellectual Property Rights of CPI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto regardless of the termination of this Agreement.

10. INDEMNIFICATION. Subscriber hereby agrees to indemnify, defend and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties

resulting from or arising out of Subscriber's actual or alleged use (directly, or through a grantee of Rights by Subscriber) of the ChargePoint Services, ChargePoint or Subscriber Content and Services. Subscriber will cooperate as fully as reasonably required in the defense of any claim. CPI reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Subscriber.

11. GENERAL.

11.1 AMENDMENT OR MODIFICATION. CPI reserves the right to modify this Agreement from time to time. CPI will provide notice of each such modification to Subscriber. Subscriber's continued use of the ChargePoint Services following such notice will constitute an acceptance of the modified Agreement.

11.2 WAIVER. The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

11.3 FORCE MAJEURE. Except with respect to payment obligations, neither CPI nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of such Party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a Party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

11.4 ARBITRATION. This Agreement is to be construed according to the laws of the State of California, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Except with respect to any matter relating to Subscriber's violation of the intellectual property rights of CPI, any dispute arising from or relating to this Agreement shall be arbitrated in Santa Clara, California. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CPI, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

11.5 NOTICE TO CALIFORNIA CUSTOMERS.

(a) California's Low Carbon Fuel Standard ("LCFS") was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets. California has a statewide goal to reduce carbon intensity of transportation fuels by at least 10% by 2020.

(b) The ChargePoint Network can track the fueling of electric vehicles, which positively contributes to reducing California's carbon intensity. If applicable reporting requirements are met, LCFS credits are issued by the California Air Resources Board. An available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations, including both Subscriber and CPI. However, the LCFS credits are only available to one party, meaning any available credits may be claimed by either Subscriber or CPI, but not by both. CPI intends to claim available LCFS credits generated from use of the Charging Stations, but will not claim any available LCFS credits that Subscriber intends to claim.

If Subscriber intends to claim the LCFS credits, it must engage in the reporting and other administrative obligations necessary to generate such credits.

(c) Subscriber agrees that it will provide CPI with written notice of its intent to claim LCFS credits within ten (10) days of the date of the Effective Date. If Subscriber does not currently intend to claim the LCFS credits, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim LCFS credits generated thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any LCFS credits. All notices shall be provided by email to CPI at lcsnotification@chargepoint.com.

11.6 NOTICE TO OREGON CUSTOMERS

(a) Oregon's Clean Fuel Program ("OCFP") was created with the purpose of reducing greenhouse gas emissions in the transportation sector.

(b) The fueling of electric vehicles, and the operation of the ChargePoint Network, contributes to reducing Oregon's greenhouse gas emissions and is eligible for OCFP credits, which are issued by the Oregon Department of Environmental Quality. By reporting the amount of electric vehicle fueling, ChargePoint is able to help Oregon track the growing use of electric vehicles in the state, for which ChargePoint will receive OCFP credits.

(c) An available OCFP credit may be claimed by certain owners and operators of electric vehicle charging stations, including both Subscriber and CPI. However, the OCFP credits are only available to one party. This means any available credits may be claimed by either Subscriber or CPI, but not by both. CPI intends to claim available OCFP credits generated from use of the Charging Stations, but will not claim any available OCFP credits that Subscriber intends to claim.

(d) Subscriber agrees that it will provide CPI with written notice of its intent to claim OCFP credits within ten (10) days of the date of the Effective Date. If Subscriber does not currently intend to claim the OCFP credits, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim OCFP credits generated thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any OCFP credits. All notices shall be provided by email to CPI at lcsnotification@chargepoint.com.

11.7 NOTICES. Other than the notices required in Sections 11.5 and 11.6, any notice required or permitted by this Agreement shall be sent (a) if by CPI, via electronic mail to the address indicated by Subscriber in Subscriber's ChargePoint Services account; or (b) if by Subscriber, via electronic mail to mssa@chargepoint.com.

11.8 INJUNCTIVE RELIEF. Subscriber acknowledges that damages for improper use of the ChargePoint Services may be irreparable; therefore, CPI is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

11.9 SEVERABILITY. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

11.10 ASSIGNMENT. Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CPI (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section, CPI shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. CPI may assign its rights and obligations under this Agreement.

11.11 NO AGENCY OR PARTNERSHIP. CPI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CPI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CPI and Subscriber to be created by this Agreement. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

11.12 ENTIRE AGREEMENT. This Agreement (including the attached Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Cloud Plan, the number of Charging Stations for which such Cloud Plan is ordered, the term of such Cloud Plans and applicable Subscription Fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

11.13 COPYRIGHT POLICIES. It is CPI's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

11.14 THIRD PARTY RESOURCES. The ChargePoint Services may include hyperlinks to other websites or resources. CPI has no control over any web sites or resources that are provided by companies or persons other than CPI. Subscriber acknowledges and agrees that CPI is not responsible for the availability of any such web sites or resources, CPI does not endorse any advertising, products or other materials on or available from such web sites or resources, and CPI is not liable for any loss or damage that may be incurred by Subscriber as a result of any reliance placed by Subscriber on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

11.15 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

11.16 ENGLISH LANGUAGE AGREEMENT GOVERNS. Where CPI has provided Subscriber with a translation of the English language version of this Agreement, Subscriber agrees that the translation is provided for Subscriber's convenience only and that the English language version of this Agreement governs Subscriber's relationship with CPI. If there is any conflict between the English language version of this Agreement and such translation, the English language version will prevail.

Subscriber:

ChargePoint, Inc.

Name: _____

Name: Jonathan Kaplan

Title:

Title: General Counsel

Date: _____

Date: _____

Address:

Address:
254 E. Hacienda Ave
Campbell, CA 95008

EXHIBIT 1
FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions (“Flex Billing Terms”) pursuant to which Subscriber may charge Users fees for the use of Subscriber’s Charging Stations. In order to charge such fees, Subscriber must subscribe to a Cloud Plan that includes CPI’s management, collection and/or processing services related to such fees (“Flex Billing”).

1. DEFINITIONS. The following additional defined terms shall apply to these Flex Billing Terms:

1.1 “CPI Fees” means a fee, currently equal to ten percent (10%) of Session Fees, charged for a particular Session. CPI Fees are charged by CPI in exchange for its collection and processing of Session Fees on behalf of Subscriber. CPI will provide Subscriber with thirty (30) days prior written notice (which may include, without limitation, notice provided by CPI through its regular newsletter to Subscriber) of any increase in CPI Fees.

1.2 “Net Session Fees” means the total amount of Session Fees collected on behalf of the Subscriber by CPI, less CPI Fees and Taxes, if any, required by law to be collected by CPI from Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber’s Charging Stations.

1.3 “Session” or “Charging Session” means the period of time during which a User uses Subscriber’s Charging Station to charge his or her electric vehicle for a continuous period of time not less than two (2) minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

1.4 “Session Fees” means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes.

2. FLEX-BILLING SERVICE FOR CHARGING STATIONS.

2.1. SESSION FEES. Subscriber shall have sole authority to determine and set Session Fees. Subscriber shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber’s use of per-kWh pricing). Subscriber acknowledges that CPI is not responsible for informing Subscriber of applicable laws or changes thereto, and CPI will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.

2.2 DEDUCTIONS FROM SESSION FEES. In exchange for CPI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CPI to deduct from all Session Fees collected: (i) CPI Fees and (ii) to the extent required by Section 3, applicable Taxes.

2.3 PAYMENT TO SUBSCRIBER OF NET SESSION FEES. CPI will remit Net Session Fees to Subscriber, not less than quarterly, provided that the amount due to Subscriber hereunder is at least two hundred and fifty U.S. Dollars (\$250) (or, if Subscriber is located in Canada, two hundred and fifty Canadian dollars) or more. Notwithstanding, the foregoing, CPI shall remit any unpaid Net Session Fees, regardless of the amount, to Subscriber at least annually and within thirty (30) days of the expiration or termination

of this Agreement. All payments shall be made by ACH. In order to facilitate such payments, Subscriber agrees to provide to CPI, or its payment provider, Subscriber's bank information to enable electronic remittance of the Net Session Fees. If the Subscriber requests payment in a manner other than ACH (e.g., check or wire transfer), Subscriber agrees to bear the reasonable costs related to such request.

3. TAXES. If applicable, Subscriber is responsible for setting pricing on a Tax inclusive basis. CPI is not responsible for remittance of any Taxes on behalf of Subscriber and Subscriber shall be responsible to report and remit any and all applicable taxes whether state, federal, provincial or otherwise; provided that CPI is solely responsible for all Taxes assessable based on CPI's income, property and employees. Where CPI is required by law to collect and/or remit the Taxes for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CPI from Session Fees, unless Subscriber has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

EXHIBIT 2
API TERMS

This Exhibit sets forth certain additional terms and conditions (“API Terms”) governing Subscriber’s use of the APIs in connection with Subscriber’s use of the ChargePoint Services. The API Terms are part of the Agreement, and all such use of the APIs remains subject to the Agreement terms.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply to the API Terms.

1.1 **“API Implementation”** means a Subscriber software application or website that uses any of the APIs to obtain and display Content in conjunction with Subscriber Content and Services.

1.2 **“API Documentation”** means all Documentation containing instructions, restrictions or guidelines regarding the APIs or the use thereof, as amended and/or supplemented by CPI from time to time.

1.3 **“CPI Site Terms”** means the Terms and Conditions displayed on CPI’s website, governing use of CPI’s website and the ChargePoint Services by visitors who are not Cloud Plan subscribers.

2. **API USE.** Subscriber may use the APIs as and to the extent permitted by Subscriber’s Cloud Plan and the API Documentation, subject to the terms and conditions of the Agreement.

2.1 **AVAILABLE APIs AND FUNCTION CALLS.** The APIs give Subscriber access to information through a set of function calls. The particular APIs and API function calls made available by CPI from time to time (and the Content available through such APIs and function calls) will be limited by Subscriber’s Cloud Plan, and Subscriber’s particular Cloud Plan may not include all APIs and function calls then available from CPI.

2.2 **USE AND DISPLAY OF CONTENT.** Subscriber is permitted to access, use and publicly display the Content with Subscriber Content and Services in Subscriber’s API Implementation, subject to the following requirements and limitations.

(a) All Charging Station locations provided to Subscriber as part of the Content shall be clearly identified by Subscriber in Subscriber’s API Implementation as ChargePoint® Network Charging Stations and shall contain the Brand Identifiers required by the API Documentation. In no event shall Subscriber’s API Implementation identify or imply that any Charging Station is a part of any network of charging stations other than ChargePoint.

(b) Subscriber shall keep the Content used by Subscriber’s API Implementation current with Content obtained with the APIs to within every forty eight (48) hours.

(c) Content provided to Subscriber through the APIs may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of CPI’s business partners and/or other third party rights holders of Content indexed by CPI, which may not be deleted or altered in any manner.

(d) Subscriber shall not:

(i) pre-fetch, cache, or store any Content, except that Subscriber may store limited amounts of Content for the purpose of improving the performance of Subscriber's API Implementation if Subscriber does so temporarily, securely, and in a manner that does not permit use of the Content outside of the ChargePoint Service;

(ii) hide or mask from CPI the identity of Subscriber's service utilizing the APIs, including by failing to follow the identification conventions listed in the API Documentation; or

(iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

2.3 REQUIRED INFORMATION. Subscriber must:

(a) display to all viewers and users of Subscriber's API Implementation the link to the CPI Site Terms and Conditions as presented through the ChargePoint Services or described in the Documentation;

(b) explicitly state in the use terms governing Subscriber's API Implementation that, by using Subscriber's API Implementation, such viewers and users are agreeing to be bound by the CPI Site Terms; and

(c) include in Subscriber's API Implementation, and abide by, a privacy policy complying with all applicable laws; and

(d) comply with all applicable laws designed to protect the privacy and legal rights of users of Subscriber's API Implementation.

2.4 REPORTING. Subscriber must implement reporting mechanisms, if any, that CPI requires in the API Documentation.

3. CPI BRANDING REQUIREMENTS AND RESTRICTIONS.

3.1 MANDATORY CPI BRANDING. Subject to Section 3.2 below and the restrictions on use of CPI Marks set forth in the Agreement, Subscriber agrees that each page comprising Subscriber's API Implementation will include a ChargePoint logo and will state that Subscriber's application or website is provided, in part, through the ChargePoint Services.

3.2 RESTRICTIONS. Subscriber shall not:

(a) display any CPI Mark as the most prominent element on any page in Subscriber's API Implementation or Subscriber's website (except as used in connection with the display of Charging Stations); or

(b) display any CPI Mark anywhere in Subscriber's API Implementation or on Subscriber's website if Subscriber's API Implementation or website contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age.

EXHIBIT 3
TERMS REGARDING GRANTING OF RIGHTS

This Exhibit sets forth certain additional terms and conditions applicable to Rights Grantors and Rights Grantees regarding the granting of Rights (“Rights Terms”). The Rights Terms are part of the Agreement, and all use of the ChargePoint Services permitted pursuant to the Rights Terms remains subject to the Agreement.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply.

1.1 ***“Rights Grantor”*** means Subscriber.

1.2 ***“Rights Grantee”*** means any person to whom Subscriber has granted Rights. For purposes of this Agreement, a Subscriber shall be deemed to have granted Rights to the entity assisting Subscriber with creating its account and initiating Subscriber’s access to Services.

2. **TERMS.** This Section governs Subscriber’s granting of Rights as a Rights Grantor.

2.1 **LIMITED RIGHTS.** A Rights Grantee’s right to access and use the ChargePoint Services for and on behalf of a Rights Grantor is limited to the specific Rights granted by such Rights Grantor to such Rights Grantee. Such Rights may be limited according to the Cloud Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will thereafter be terminated with respect to such Rights Grantee. In no event may Subscriber grant Rights in excess of those provided to it through the Cloud Plan(s) to which it has subscribed.

2.2 **RESPONSIBILITY FOR AUTHORIZED USER.** All use of the ChargePoint Services by a Rights Grantee exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement (including without limitation Subscriber’s indemnification obligation pursuant to Section 10 thereof). Subscriber shall be responsible for the actions, omissions, or performance of such Rights Grantee while exercising any such Rights, as if such action, omission or performance had been committed by Subscriber directly.

2.3 **NO AGREEMENT.** Subscriber acknowledges and agrees that the ChargePoint Services merely enable a Rights Grantor to extend Rights to Rights Grantees. The mere extension of such Rights by a Rights Grantor to a Rights Grantee does not constitute an agreement between Rights Grantor and the Rights Grantee with respect to the granted Rights or the exercise of such Rights by the Rights Grantee. CPI does not, either through the terms of the Agreement or the provision of ChargePoint Services undertake to provide any such agreement. It is the responsibility of the Rights Grantor and the Rights Grantee to enter into such an agreement on terms mutually acceptable to each. CPI expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally releases CPI from any liability arising out of such an agreement. Further Rights Grantor agrees to indemnify and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys’ fees) (collectively, “Claims”) suffered or incurred by such indemnified parties resulting from or arising out of such agreement.

CT4000 Level 2 Commercial Charging Station

Specifications and Ordering Information

Ordering Information

Specify model number followed by the applicable code(s).
The order code sequence is: **Model-Options, Software, Services** and **Misc** are ordered as separate line items.

Hardware

Description	Order Code	
Model	1830 mm (6 ft) Single Port Bollard Mount 1830 mm (6 ft) Dual Port Bollard Mount 1830 mm (6 ft) Single Port Wall Mount 1830 mm (6 ft) Dual Port Wall Mount 2440 mm (8 ft) Dual Port Bollard Mount 2440 mm (8 ft) Dual Port Wall Mount	CT4011-GW1 CT4021-GW1 CT4013-GW1 CT4023-GW1 CT4025-GW1 CT4027-GW1
Included	Integral Modem - North America -GW1	
Misc	Power Management Kit Bollard Concrete Mounting Kit CT4000-PMGMT CT4001-CCM	

Note: All CT4000 stations include Integral Modem -GW1.

Software & Services

Description	Order Code
ChargePoint Commercial Service Plan	CPCLD-COMMERCIAL- <i>n</i> *
ChargePoint Enterprise Plan	CPCLD-ENTERPRISE- <i>n</i> *
ChargePoint Assure	CT4000-ASSURE <i>n</i> *
Station Activation and Configuration	CPSUPPORT-ACTIVE
ChargePoint Station Installation and Validation	CT4000-INSTALLVALID

Note: All CT4000 stations require a network service plan per port.

*Substitute *n* for desired years (1, 2, 3, 4, or 5 years).

Order Code Examples

If ordering this	the order code is
1830 mm (6 ft) Dual Port Bollard Networked Station with Concrete Mounting Kit	CT4021-GW1 CT4001-CCM
ChargePoint Commercial Service Plan, 3 Year Subscription	CPCLD-COMMERCIAL-5
ChargePoint Station Installation and Validation	CT4000-INSTALLVALID
3 Years of Assure Coverage	CT4000-ASSURE5
1830 mm (6 ft) Single Port Wall Mount Networked Station	CT4013-GW1 CPCLD-COMMERCIAL-5
ChargePoint Commercial Service Plan, 5 Year Subscription	CT4000-ASSURE5
5 Years of Assure Coverage	CPSUPPORT-ACTIVE
Station Activation and Configuration	

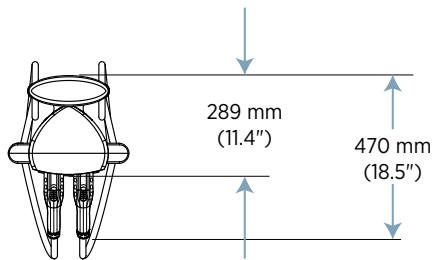


CT4021

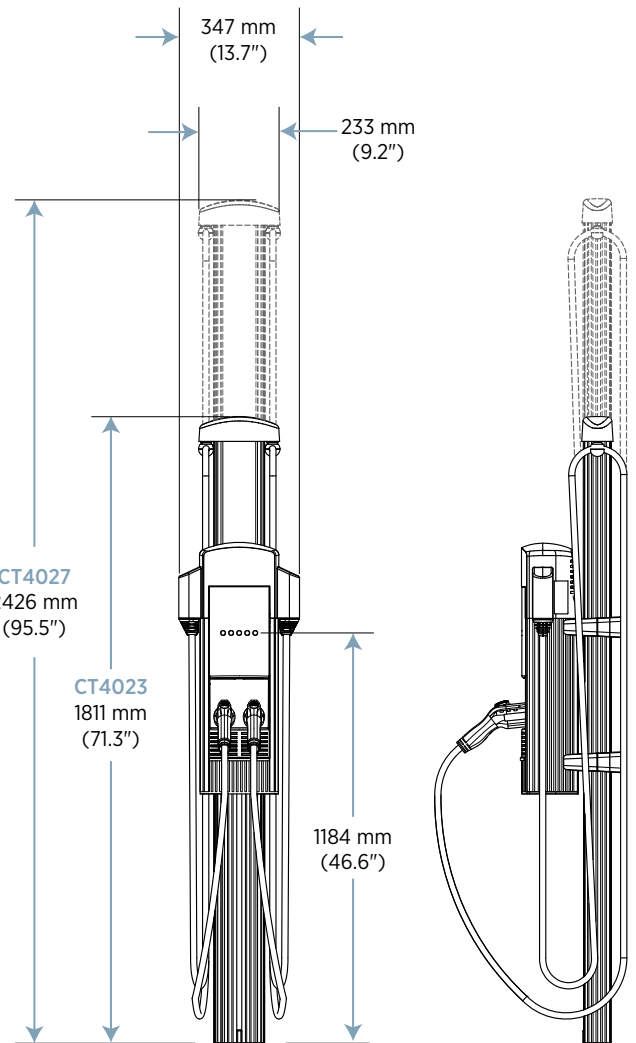
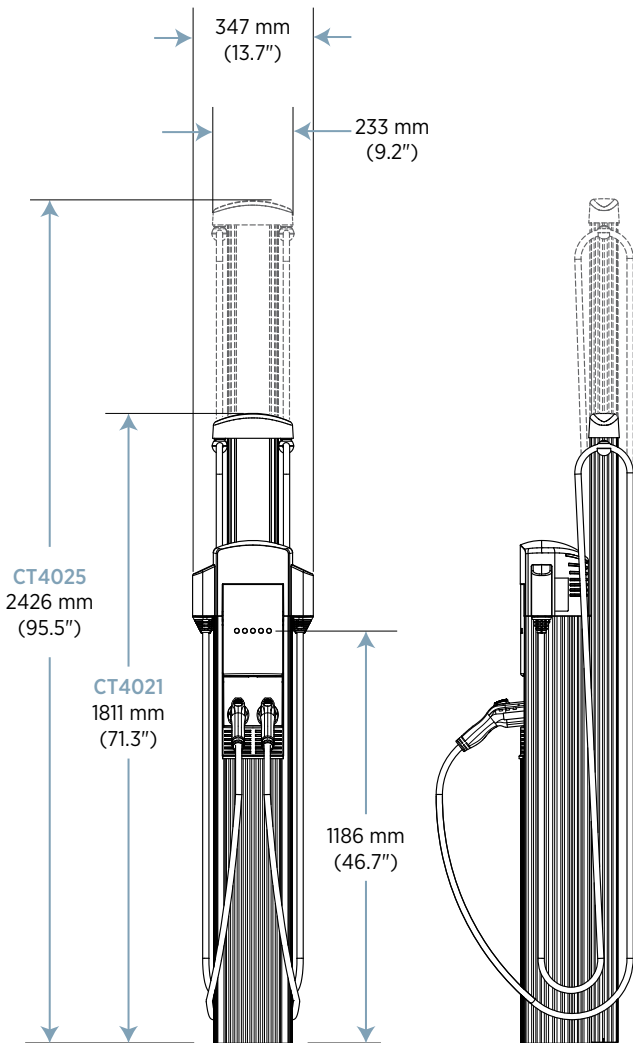
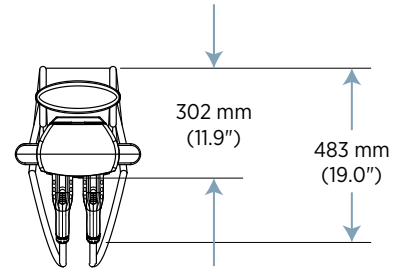


The First
ENERGY STAR®
Certified EV Charger

CT4021 1830 mm (6')
CT4025 2440 mm (8')
Bollard



CT4023 1830 mm (6')
CT4027 2440 mm (8')
Wall Mount



CT4000 Family Specifications

Electrical Input	Single Port (AC Voltage 208/240V AC)			Dual Port (AC Voltage 208/240V AC)		
	Input Current	Input Power Connection	Required Service Panel Breaker	input Current	Input Power Connection	Required Service Panel Breaker
Standard	30A	One 40A branch circuit	40A dual pole (non-GFCI type)	30A x 2	Two independent 40A branch circuits	40A dual pole (non-GFCI type) x 2
Standard Power Share	n/a	n/a	n/a	32A	One 40A branch circuit	40A dual pole (non-GFCI type)
Power Select 24A	24A	One 30A branch circuit	30A dual pole (non-GFCI type)	24A x 2	Two independent 30A branch circuits	30A dual pole (non-GFCI type) x 2
Power Select 24A Power Share	n/a	n/a	n/a	24A	One 30A branch circuit	30A dual pole (non-GFCI type)
Power Select 16A	16A	One 20A branch circuit	20A dual pole (non-GFCI type)	16A x 2	Two independent 20A branch circuits	20A dual pole (non-GFCI type) x 2
Power Select 16A Power Share	n/a	n/a	n/a	16A	One 20A branch circuit	20A dual pole (non-GFCI type)
Service Panel GFCI	Do not provide external GFCI as it may conflict with internal GFCI (CCID)					
Wiring - Standard	3-wire (L1, L2, Earth)			5-wire (L1, L1, L2, L2, Earth)		
Wiring - Power Share	n/a			3-wire (L1, L2, Earth)		
Station Power	8 W typical (standby), 15 W maximum (operation)					

Electrical Output

Standard	7.2 kW (240V AC @ 30A)	7.2 kW (240V AC @ 30A) x 2
Standard Power Share	n/a	7.2 kW (240V AC @ 30A) x 1 or 3.8 kW (240V AC @ 16A) x 2
Power Select 24A	5.8 kW (240V AC @ 24A)	5.8 kW (240V AC @ 24A) x 2
Power Select 24A Power Share	n/a	5.8 kW (240V AC @ 24A) x 1 or 2.9 kW (240V AC @ 12A) x 2
Power Select 16A	3.8 kW (240V AC @ 16A)	3.8 kW (240V AC @ 16A) x 2
Power Select 24A Power Share	n/a	3.8 kW (240V AC @ 16A) x 1 or 1.9 kW (240V AC @ 8A) x 2

Functional Interfaces

Connector(s) Type	SAE J1772™	SAE J1772™ x 2
Cable Length - 1830 mm (6 ft) Cable Management	5.5 m (18 ft)	5.5 m (18 ft) x 2
Cable Length - 2440 mm (8 ft) Cable Management	n/a	7 m (23 ft)
Overhead Cable Management System	Yes	
LCD Display	145 mm (5.7 in) full color, 640 x 480, 30 fps full motion video, active matrix, UV protected	
Card Reader	ISO 15693, ISO 14443, NFC	
Locking Holster	Yes	Yes x 2

Safety and Connectivity Features




Ground Fault Detection	20 mA CCID with auto retry
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection
Plug-Out Detection	Power terminated per SAE J1772™ specifications
Power Measurement Accuracy	+/- 2% from 2% to full scale (30A)
Power Report/Store Interval	15 minute, aligned to hour
Local Area Network	2.4 GHz WiFi (802.11 b/g/n)
Wide Area Network	LTE Category 4

Safety and Operational Ratings

Enclosure Rating	Type 3R per UL 50E
Safety Compliance	UL listed and cUL certified; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625
Surge Protection	6 kV @ 3,000A. In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.
EMC Compliance	FCC Part 15 Class A
Operating Temperature	-40°C to 50°C (-40°F to 122°F)
Storage Temperature	-40°C to 60°C (-40°F to 140°F)
Non-Operating Temperature	-40°C to 60°C (-40°F to 140°F)
Operating Humidity	Up to 85% @ 50°C (122°F) non-condensing
Non-Operating Humidity	Up to 95% @ 50°C (122°F) non-condensing
Terminal Block Temperature Rating	105°C (221°F)
Network	All stations include integral LTE modem and will be automatically configured to operate as gateway or non-gateway as needed

ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that may appear in this document.

Contact Us

-  Visit chargepoint.com
-  Call +1.408.705.1992
-  Email sales@chargepoint.com



ChargePoint, Inc.
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Campbell, CA 95008-6617 USA

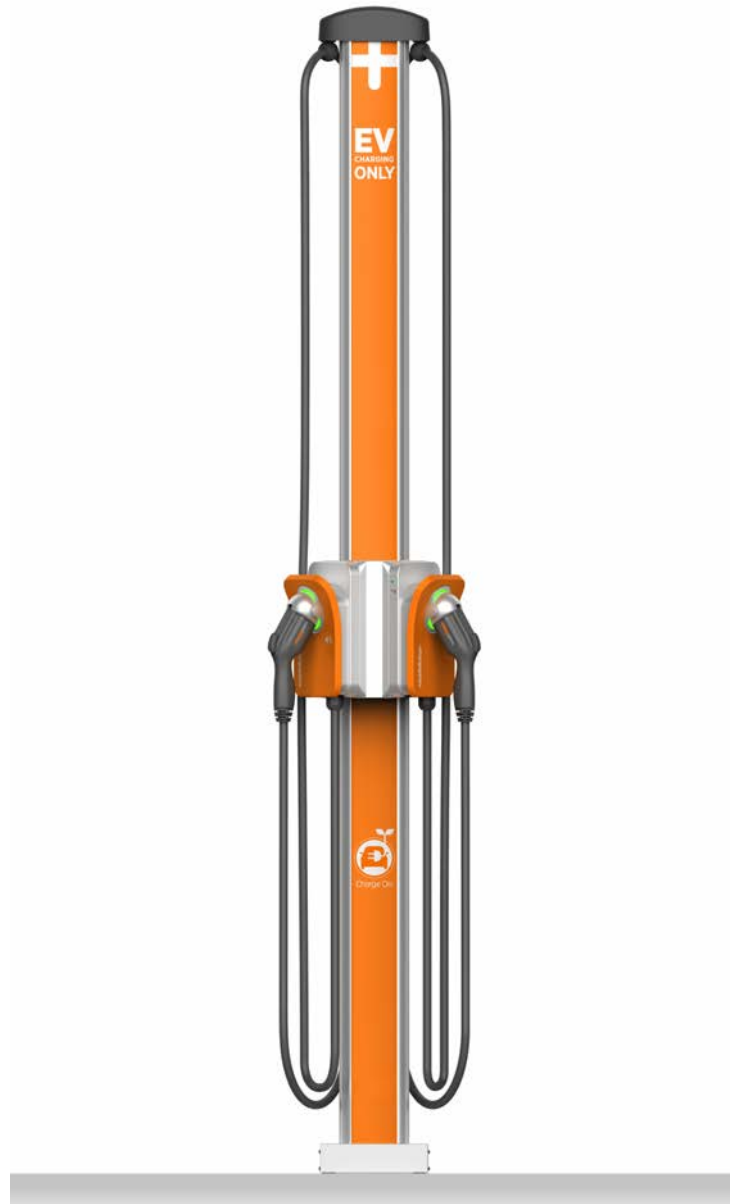
+1.408.841.4500 or
+1.877.370.3802 US and Canada toll-free
chargepoint.com

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ChargePoint® CPF50 Level 2 Charging Stations for Fleet

Specifications and Ordering Information



Ordering Information

The order codes below represent specific product configurations. Other product options are available. Please contact ChargePoint Sales for information and order codes.

Hardware

Description		Order Code
Model	Single Port, Wall Mount, 5.4m (18') Cable	CPF50-L18
	Single Port, Pedestal Mount, 5.4m (18') Cable	CPF50-L18-PEDMNT
	Dual Port, Pedestal Mount, 5.4m (18') Cable	CPF50-L18-PEDMNT-Dual
	Single Port, Pedestal 5.4m (18') Cable with 6' Cable Management Kit	CPF50-L18-PEDMNT-CMK6
	Dual Port, Pedestal, 5.4m (18') Cable with 6' Cable Management Kit	CPF50-L18-PEDMNT-CMK-Dual
	Single Port, Wall, 5.4m (18') Cable with 6' Cable Management Kit	CPF50-L17-WALLMNT-CMK6
	Single Port, Wall Mount, 7.0m (23') Cable	CPF50-L23
	Single Port, Pedestal, 7.0m (23') Cable with 8' Cable Management Kit	CPF50-L23-PEDMNT
	Dual Port, Pedestal Mount, 7.0m (23') Cable	CPF50-L23-PEDMNT-Dual
	Single Port, Pedestal, 7.0m (23') Cable with 8' Cable Management Kit	CPF50-L23-PEDMNT-CMK8
	Dual Port, Pedestal, 7.0m (23') Cable with 8' Cable Management Kit	CPF50-L23-PEDMNT-CMK8-Dual
	Single Port, Wall, 7.0m (23') Cable with 8' Cable Management Kit	CPF50-L23-WALLMNT-CMK8
Replacement Cable	5.4m (18'), 50A, Charging Cable	CPFCABLE-T1-50A-L18-F
	5.4m (18'). 50A, Charging Cable, CMK version	CPFCABLE-T1-50A-L18-CMK-F
	7.0m (23'), 50A, Charging Cable	CPxCABLE-T1-50A-L18-F
	7.0m (23'), 50A, Charging Cable, CMK version	CPFCABLE-T1-50A-L23-CMK-F

Required Companion Products

Description	Order Code
ChargePoint Cloud Plan	Please contact ChargePoint sales
ChargePoint Gateway* (1 required for every 9 stations)	CPGW1-LTE

* The ChargePoint Gateway is required for all CPF50 installations. ChargePoint certified installers will do a site validation and order the ChargePoint Gateway as needed. In addition, the site host is responsible for providing power to the gateway. The ChargePoint Gateway is owned and maintained by ChargePoint.

The Gateway should be located where cellular signal levels are optimal for LTE. Each Gateway must be located within 150 feet line-of-sight to as many as nine (9) CPF50 charging stations. Each CPF50 charging station has built-in WiFi capability to communicate via the Gateway for ChargePoint network services.

The Gateway is a UL Class 2 device and requires less than four watts power (33 mA@120 V or 19 mA@208 V). ChargePoint recommends hardwire electrical termination to the power source for the Gateway. The Gateway dimensions are 280 mm (11 in) wide by 340 mm (13 3/8 in) long by 137 mm (5 3/8 in) deep.

Recommended Companion Products for Fleet Applications

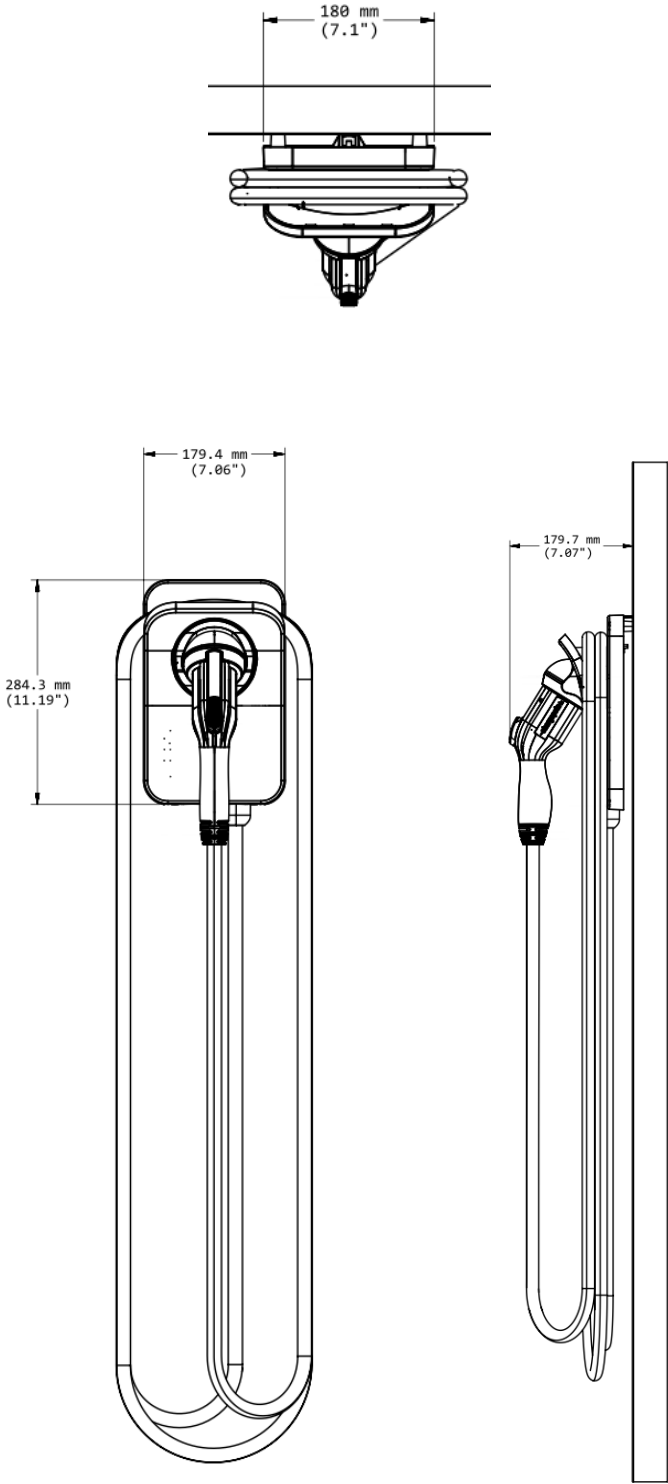
Description	Order Code
Station Initial Activation	CPSUPPORT-ACTIVE
ChargePoint Assure	CPF-ASSURE- <i>n</i> *

*Substitute *n* for desired years of service (1, 2, 3, 4 or 5)

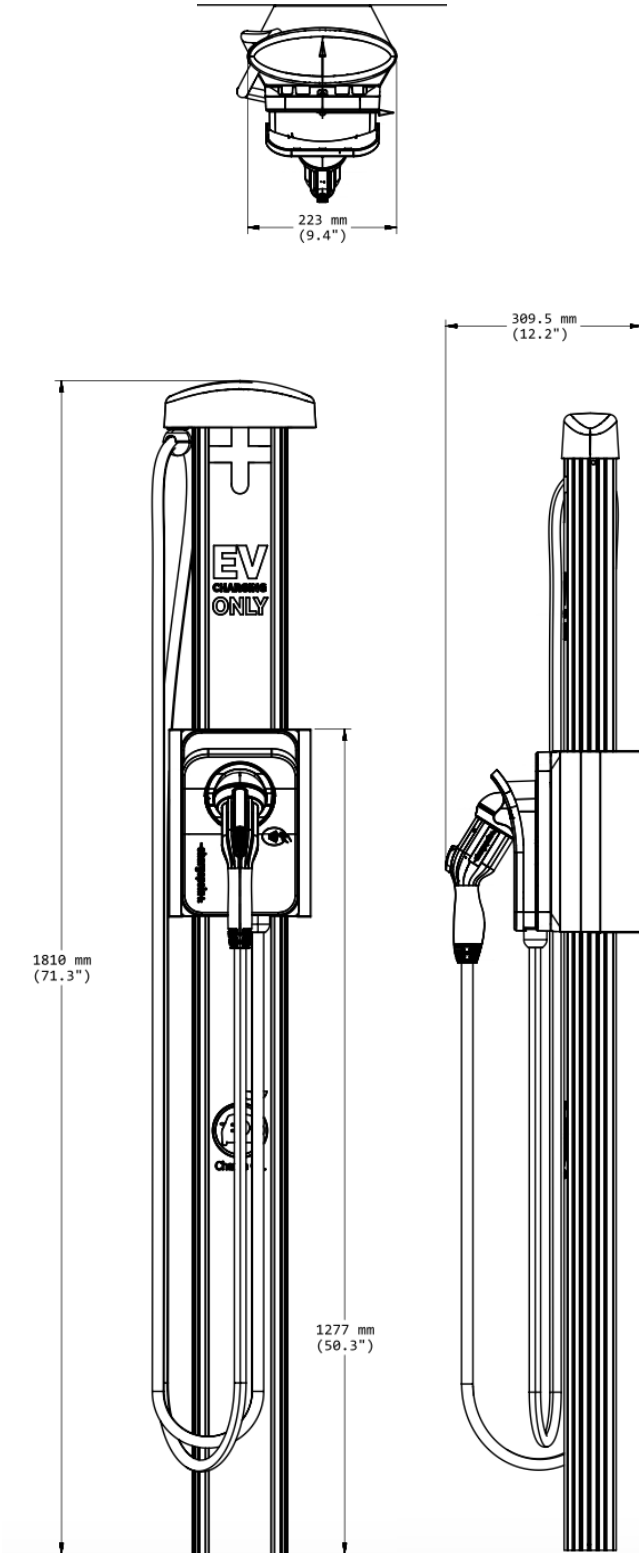
Architectural Drawings (Dimensions)

Single Wall Mount

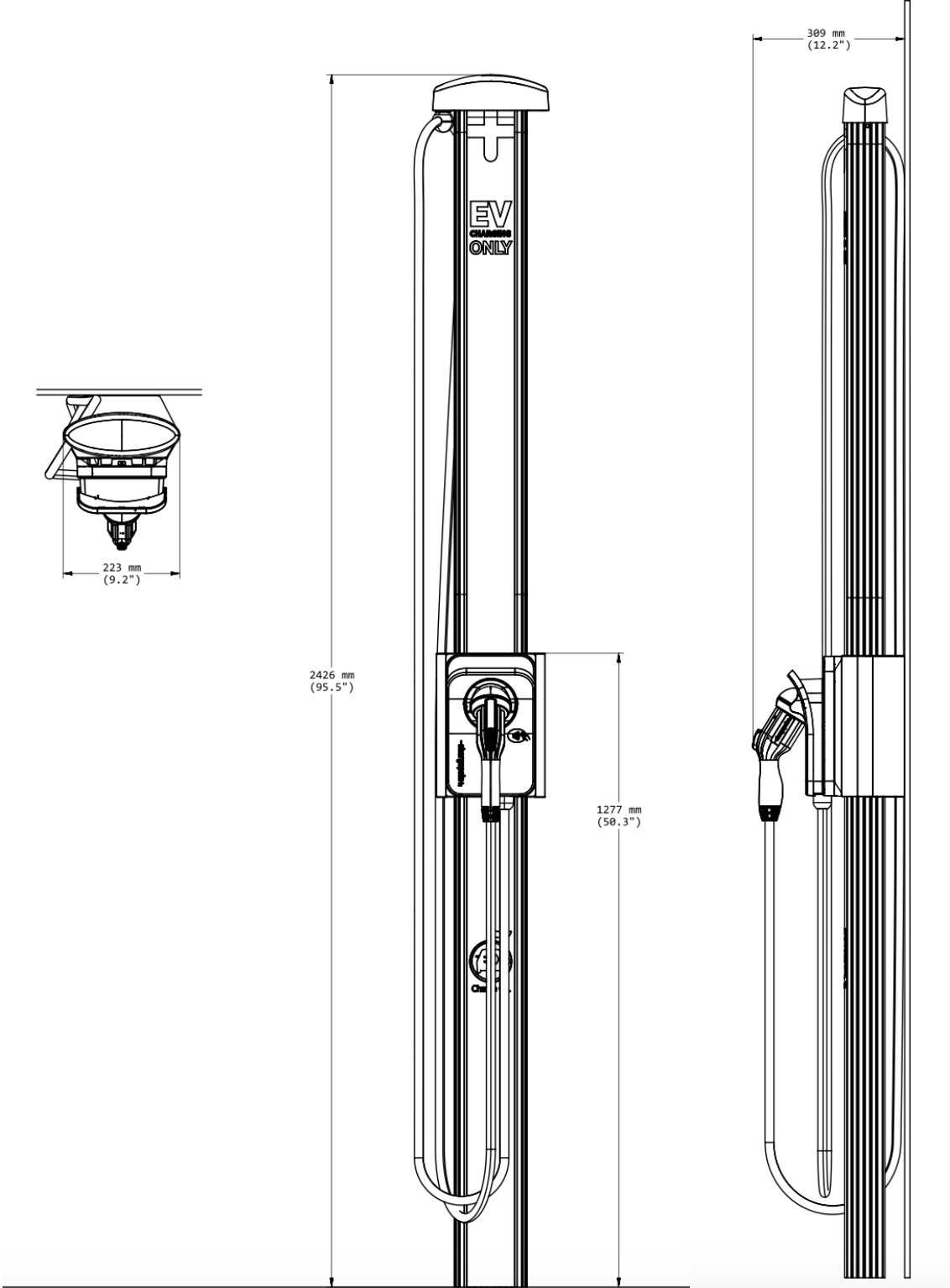
CPF50-L23



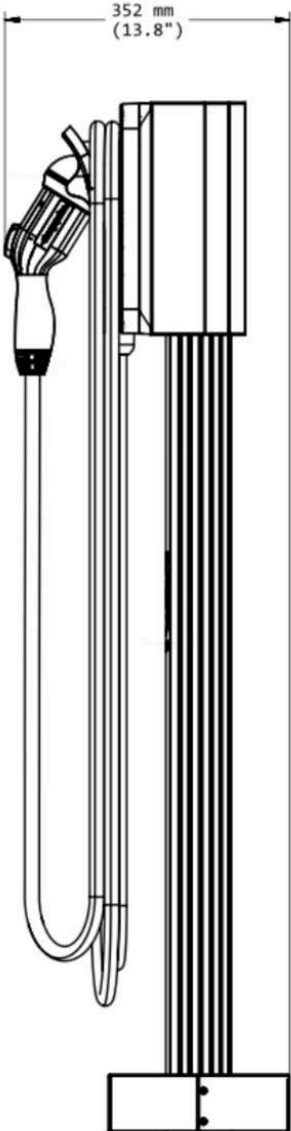
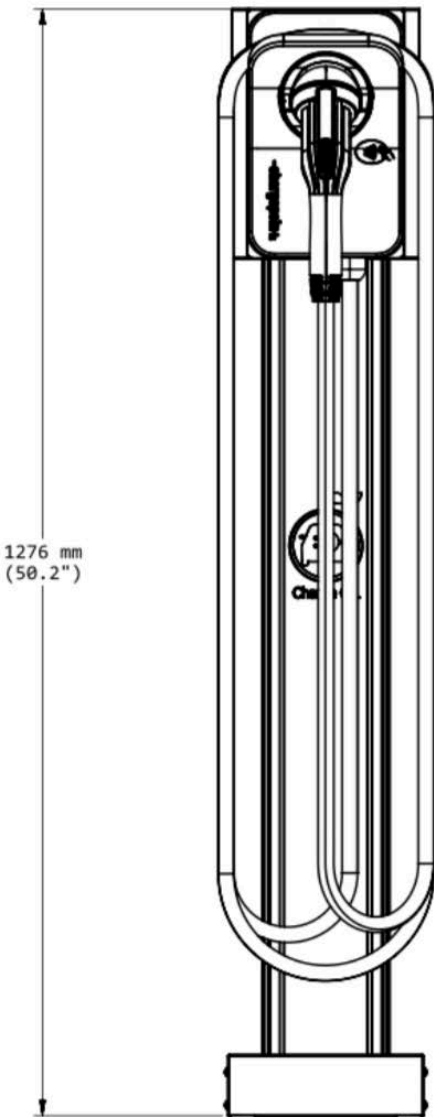
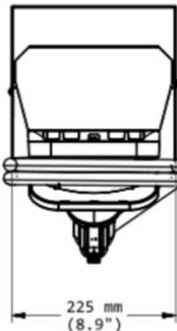
Single Wall Mount with Cable Management Kit
CPF50-L17-WALLMNT-CMK6ft (6 ft)



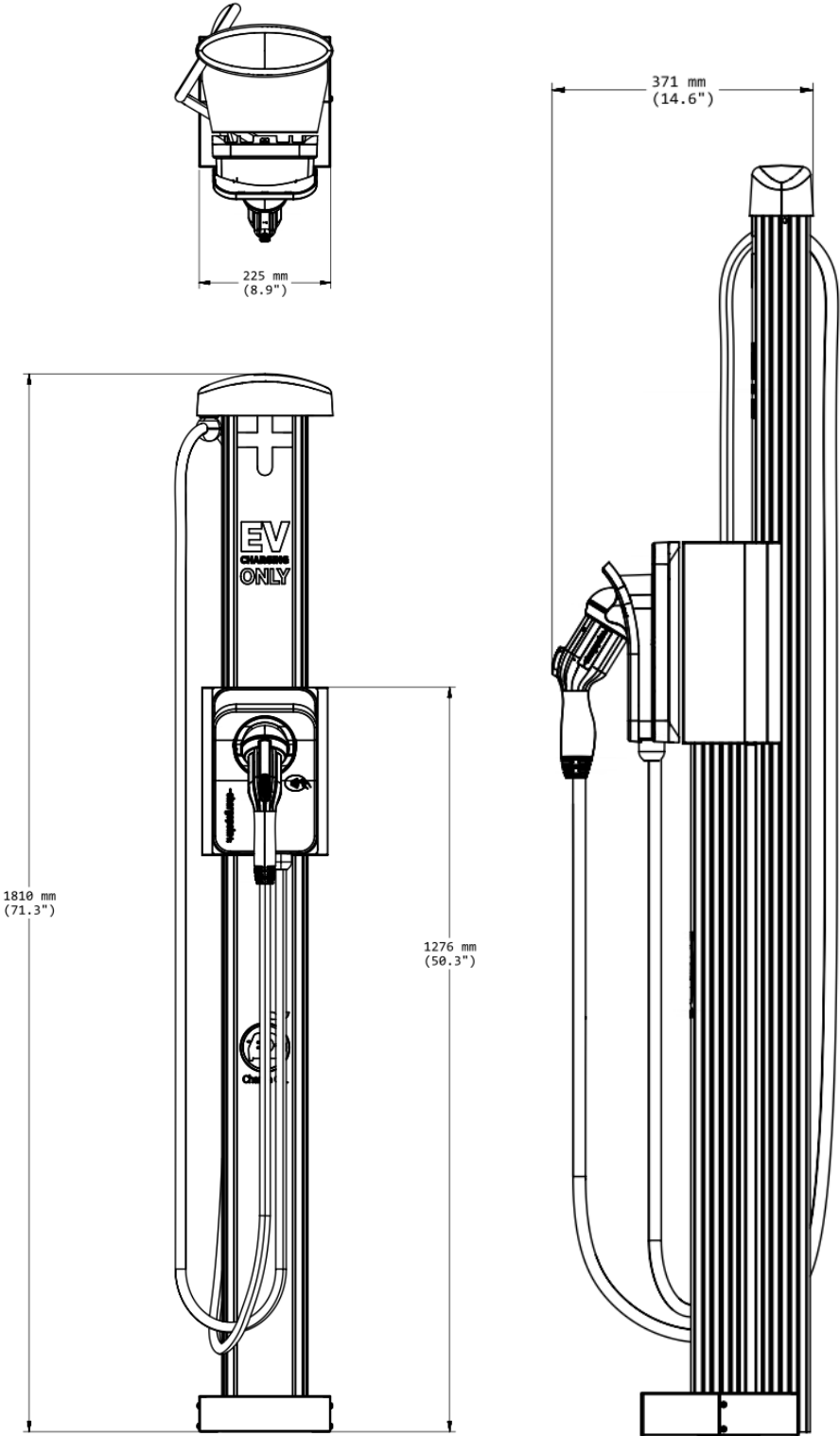
Single Wall Mount with Cable Management Kit
CPF50-L23-WALLMNT-CMK8ft (8 ft)



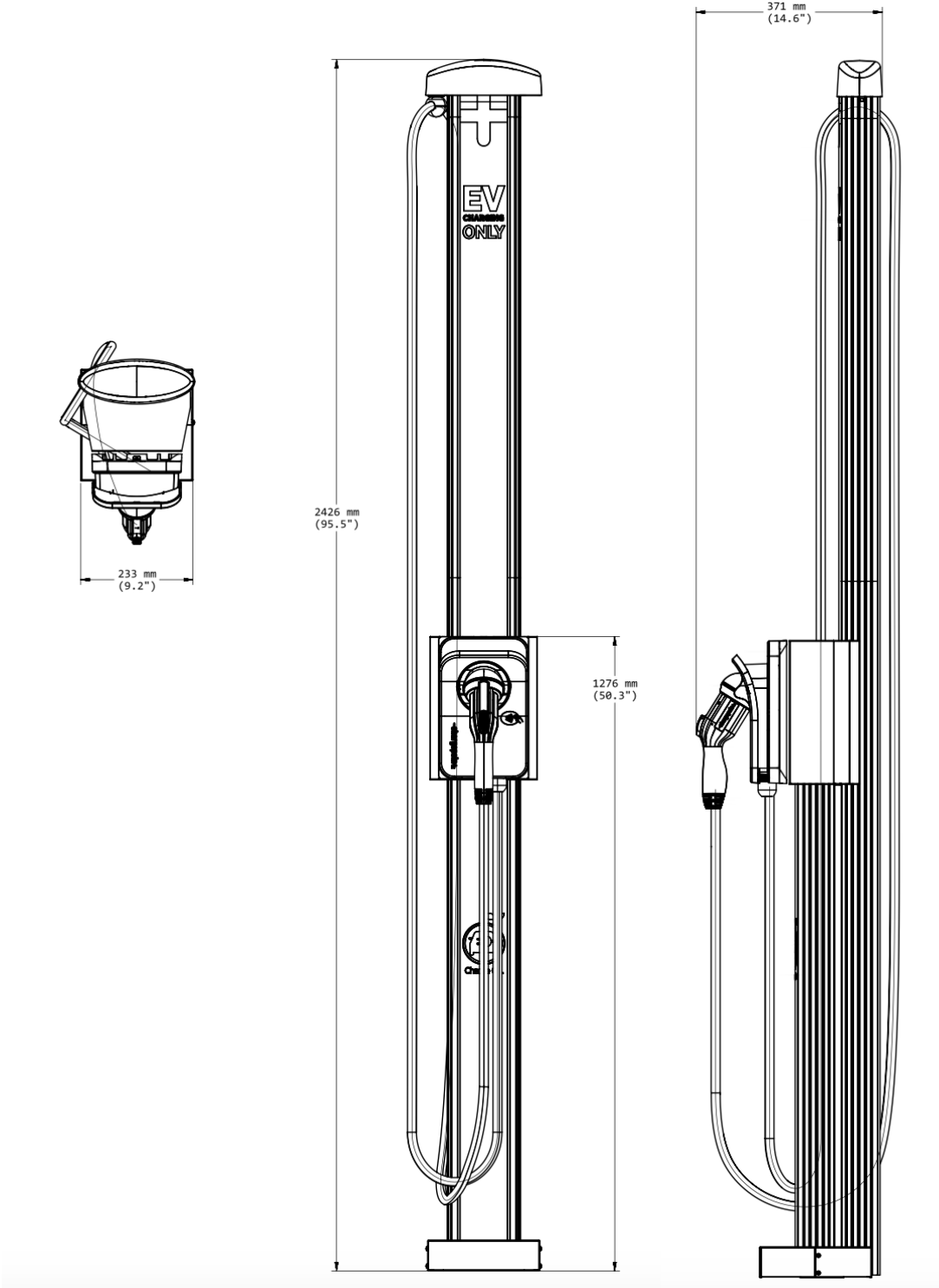
Single Pedestal Mount
CPF50-L23



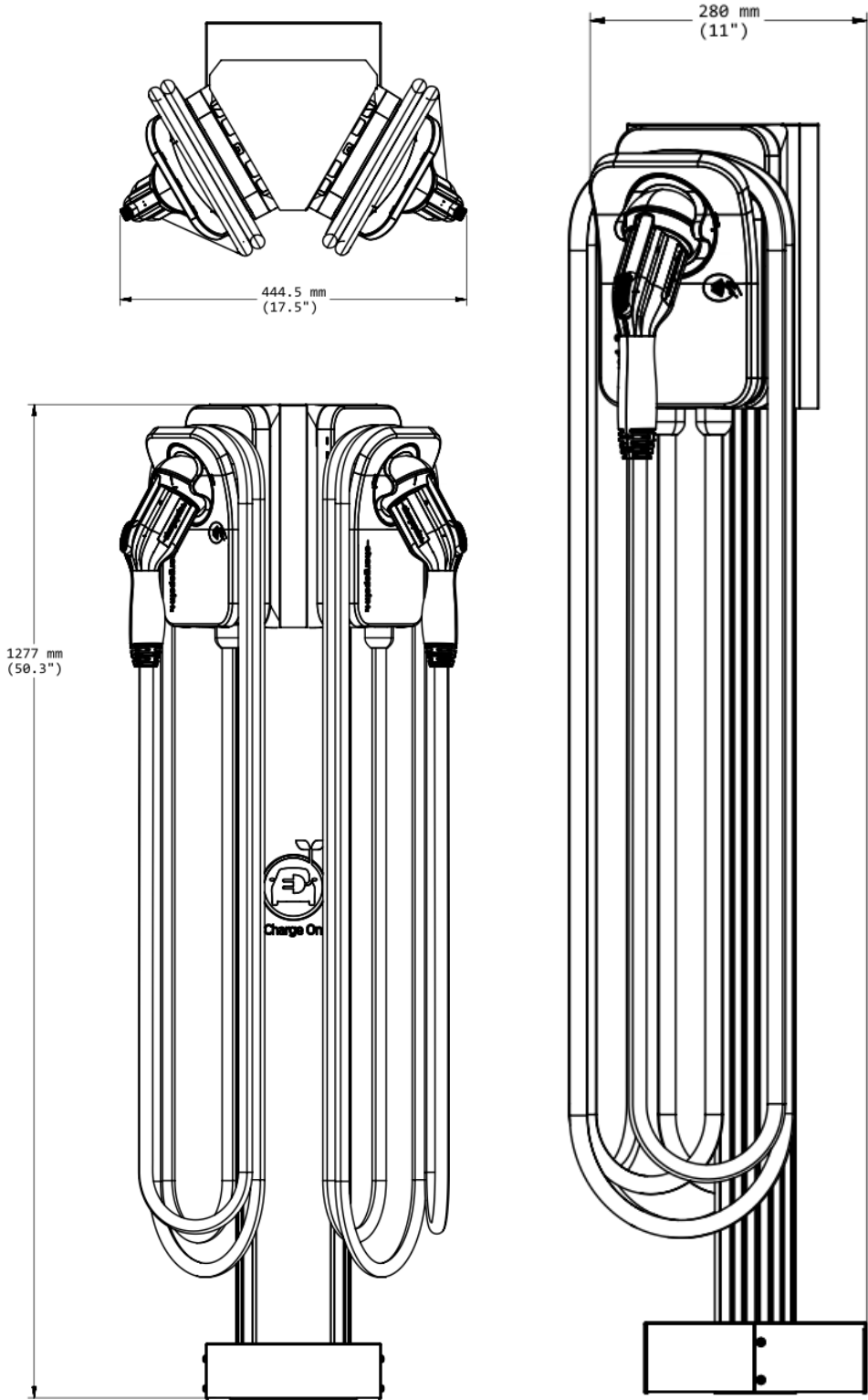
Single Pedestal Mount with Cable Management Kit
CPF50-L18-PEDMNT-CMK6 (6 ft)



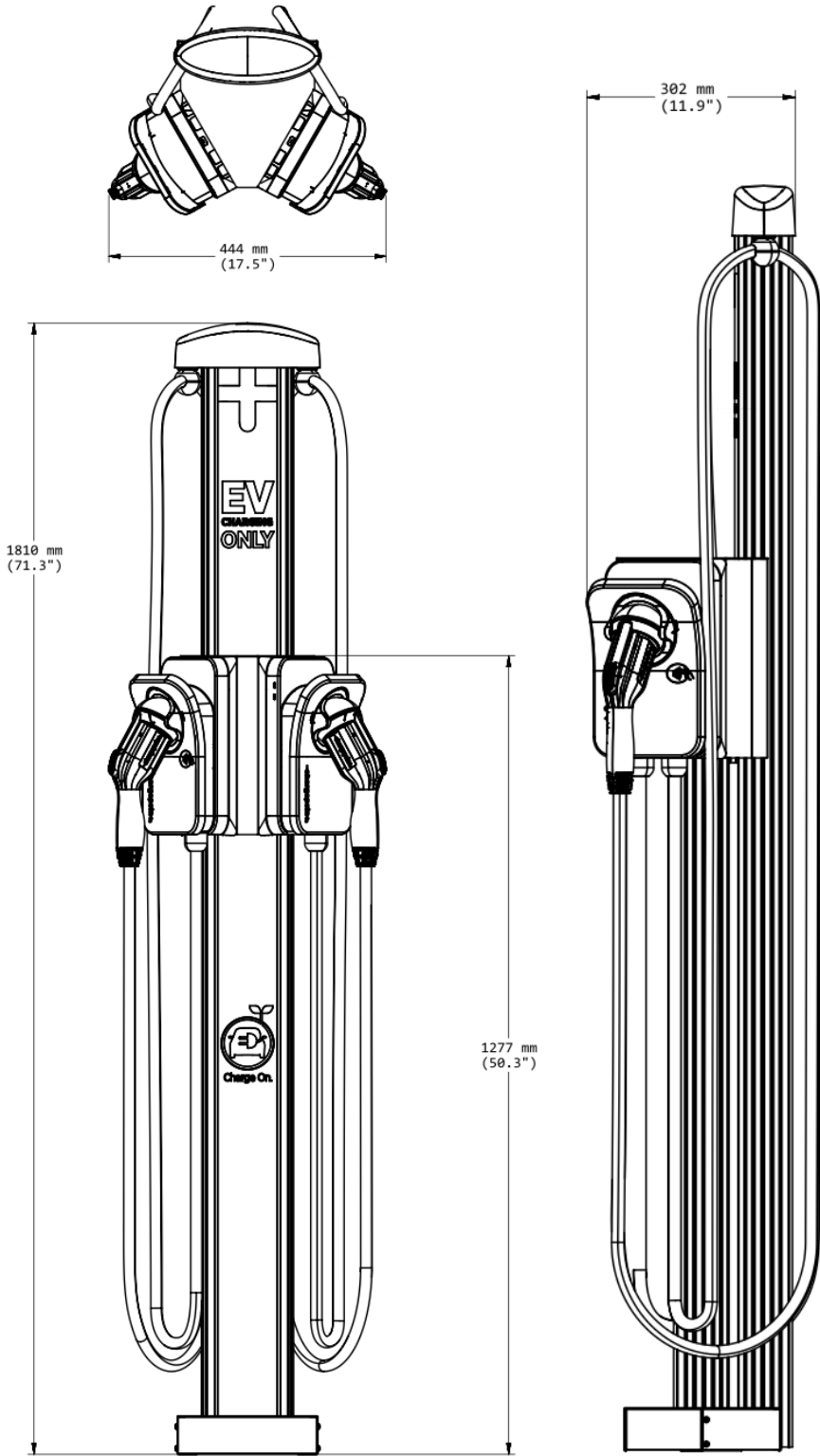
Single Pedestal Mount with Cable Management Kit
CPF50-L23-PEDMNT-CMK8 (8 ft)



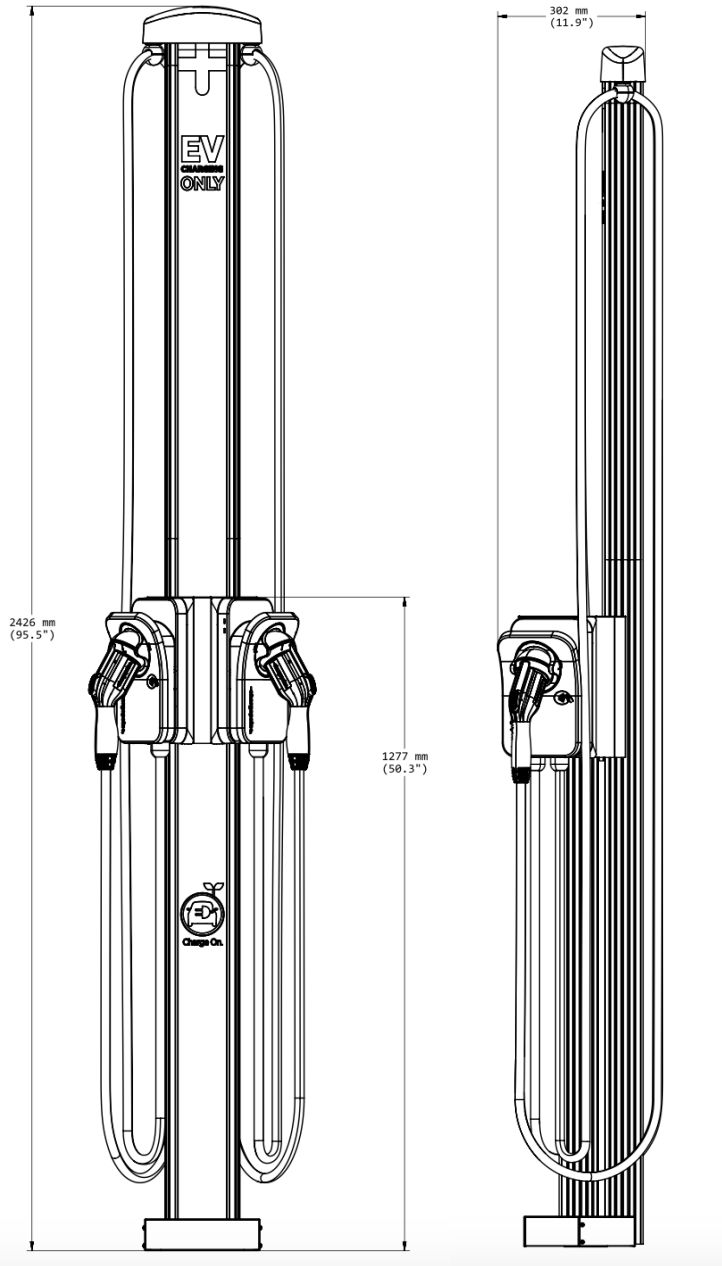
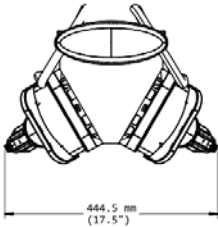
Dual Pedestal Mount
CPF50-L23-PEDMNT-Dual



Dual Pedestal Mount with Cable Management Kit
CPF50-L17-PEDMNT-CMK6-Dual (6 ft)



Dual Pedestal Mount with Cable Management Kit
CPF50-L23-PEDMNT-CMK8-Dual (8 ft)



General Specifications

Electrical Input

Electrical Input	One Station (AC Voltage 208 / 240V AC)			Two Stations (AC Voltage 208 / 240V AC)		
	Input Current	Input Power Connection	Required Service Panel Breaker	Input Current Per Circuit	Input Power Connection	Required Service Panel Breaker
Required	50A	80A	70A or 80A	80A	Two independent 80A circuits	70A or 80A dual pole (non-GFCI type) x2
Circuit Share	n/a	n/a	n/a	50A	One 80A branch circuit	70A or 80A dual pole (non-GFCI type)
Power Select	16A - 50A	20A - 80A	20A - 80A dual pole (non-GFCI type)	16A	Two independent 20A circuits	20A dual pole (non-GFCI type) x2
				24A	Two independent 30A circuits	30A dual pole (non-GFCI type) x2
				32A	Two independent 40A circuits	40A dual pole (non-GFCI type) x2
				40A	Two independent 50A circuits	50A dual pole (non-GFCI type) x2
				48A	Two independent 60A circuits	60A dual pole (non-GFCI type) x2
Service Panel GFCI	Do not provide external GFCI as it may conflict with internal GFCI (CCID)					
Wiring – Standard	3 Wire – L1, L2 plus Earth (no neutral)			5 Wire (L1, L1, L2, L2, Earth)		
Wiring – Power Share	n/a			3 Wire (L1, L2 Earth)		
Station Power	2.5W typical (standby), 4W maximum (operation)			5W typical (standby), 8W maximum (operation)		

Electrical Output

Standard	12 kW (240V AC @ 50A)
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Functional Interfaces

Connector Types	SAE J1772™
Cable Length – 1.8 m (6') Cable Management	5.4 m (18')
Cable Length – 2.4 m (8') Cable Management	7.0 m (23')
Overhead Cable Management System	Yes
Card Reader	ISO 15693 and ISO 14443

Safety and Connectivity Features

Ground Fault Detection	20mA CCID with auto retry
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection
Plug-Out Detection	Power terminated per SAE J1772™ specifications
Power Measurement Accuracy	+/- 2% from 2% to full scale (50A)
Power Report/Store Interval	15 minute, aligned to hour
Local Area Network	2.4/5 GHz Wi-Fi (802.11 a/b/g/n)
Wide Area Network	4G LTE provided by the ChargePoint Gateway CPGWx

Safety and Operational Ratings

Station Enclosure Rating	Type 3R per UL 50E
Safety and Compliance	UL and C-UL listed; complies with UL2594, UL2231-1, UL 2231-2. NEC Article 625 compliant. For Canada CSA C22.2, No. 280, 281.1, 281.2, CED UL and C-UL listed per UL916 Energy Management Equipment
Station Surge Protection	6 kV @ 3000A. In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended
EMC Compliance	FCC Part 15 Class B
Storage Temperature	-40°C to +60°C (-40°F to 140°F)
Operating Temperature	-40°C to +50°C (-40°F to 122°F)
Operating Humidity	Up to 95% @+50°C (122°F) non-condensing
Non-Operating Humidity	Up to 95% @+50°C (122°F) non-condensing
Maximum Charging Stations per 802.11 Radio Group	9 maximum. Each station must be located within 46 m (150') "line of sight" of a CPGW gateway

Indicators

WiFi LED	Yes
Fault Indicator per UL	Yes
Status LED	Yes



ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that may appear in this document



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Listed by Underwriters Laboratories Inc.  

Express 250

Specifications and Ordering Information



Express 250

Ordering Information

The order codes below represent specific product configurations. Other product options are available. Please contact ChargePoint Sales for information and order codes.

Hardware

Description		Order Code
Model	Express 250 Station includes 2x Power Modules, 1x CCS1 cable, 1x CHAdeMO cable (NA)	CPE250C-625-CCS1-CHD
	Express 250 Station includes 2x Power Modules, 1x CCS2 cable, 1x CHAdeMO cable (EU)	CPE250C-625-CCS2-CHD
Option	Other cable combinations are available using CCS1, CCS2 and CHAdeMO connectors	Please contact ChargePoint sales

Software & Services

Description	Order Code
ChargePoint Cloud Plan	Please contact ChargePoint sales
ChargePoint Assure — Prepaid Assure Plan for one Power Module. Express 250 requires 2x EXPRESS-ASSURE n to cover the two Power Modules and the CPE250 station.	EXPRESS-ASSURE n ¹
ChargePoint Assure — Assure Plan for one Power Module and invoiced annually. Express 250 requires 2x EXPRESS-ASSURE n to cover the two Power Modules and the CPE250 station	EXPRESS-ASSUREN-COMMIT ¹
Station Activation and Configuration	CPSUPPORT-ACTIVE
ChargePoint Station Installation and Validation	CPE250-INSTALLVALID

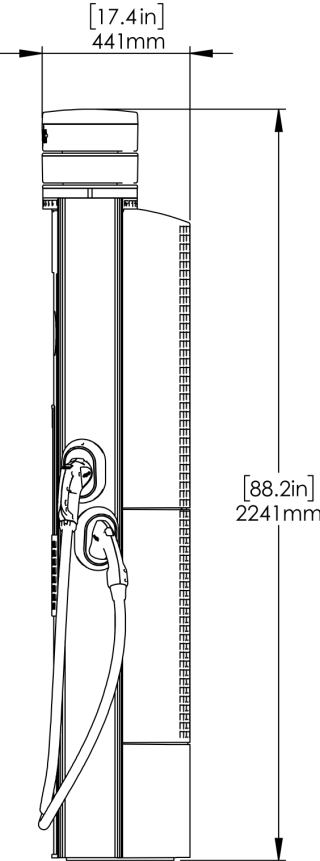
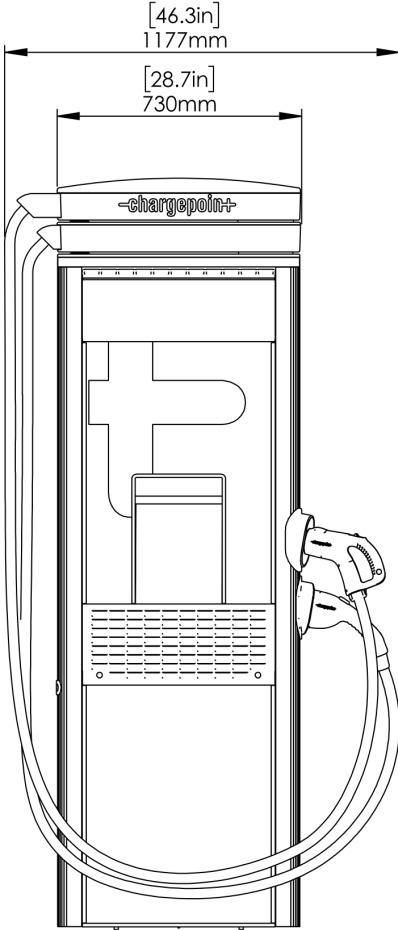
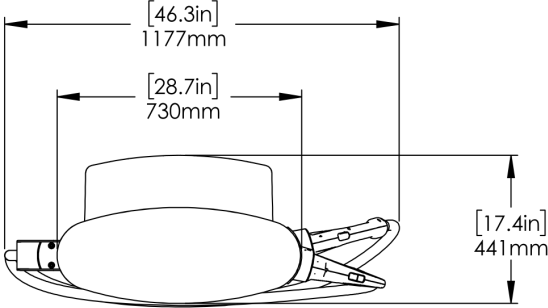
Note: All CPE250 stations require a cloud plan.

*Substitute n for desired years of service (1, 2, 3, 4 or 5 years).

Order Code Information

If ordering this...	...the order code is
Express 250 Station includes 2x Power Modules, 1x CCS1 cable, 1x CHAdeMO cable (NA)	CPE250C-CCS1-CHD
3 years of prepaid Assure coverage upon successful site validation. Assure covers Power Modules & station. Express 250 requires 2x EXPRESS-ASSURE3 for its 2 Power Modules.	2 x EXPRESS-ASSURE3
Station Activation and Configuration	CPSUPPORT-ACTIVE

Architectural Drawings (Dimensions)



General Specifications

Station Electrical Input

Input Rating	400V AC, 3-phase, 96A, 50 Hz 480V AC, 3-phase, 80A, 60 Hz
Wiring	L1, L2, L3, Neutral & Earth

Station Electrical Output

Max Output Power	62.5 kW
Output Voltage, Charging	200–1,000V DC
Max Output Current	156A
Max Modules per Station	2

Paired Station Electrical Output

Paired Max Output Power	125 kW
Paired Max Output Current	CCS1: 174A or 200A CCS2: 200A CHAdeMO; US: 140A, EU: 125A

Power Module

Max Output Power	31.25 kW
Max Output Current	78 A
Power Conversion Efficiency	> 95%
Power Factor	0.99 at full load
Harmonics	iTHD < 5% (Complies with IEEE 519 Requirements)
Power Module Cooling	Liquid Cooling Technology

Functional Interfaces

Max Connector Types per Station	Up to two different connector types per station
Supported Connector Types	CHAdeMO, CCS1 (SAE J1772™ Combo), CCS2 (IEC 61851-23)
Cable Length with Swing Arm*	Full Horizontal Reach: 4.27m (14')
LCD Display	Full-color 254 mm (10 in) display for driver interaction
Top Display	Full-color 508 mm (20 in) LED display for notifications
Authentication	RFID: ISO 15693, ISO 14443, NEMA EVSE 1.2-2015 (UR) Tap to Charge (NFC on Apple & Android): 15118-1 (EIM) Remote: Mobile and in vehicle (if supported by vehicle)

*Horizontal reach to typical vehicle charging port: 3.76 (12'4")

Connectivity Features

Vehicle Safety Communication	CHAdeMO – JEVS G104 over CAN, CCS1 – SAE J1772 over PLC and CCS2 — IEC 61851-23
Plug-Out Detection	Power terminated per JEVS G104 (CHAdeMO), SAE J2931 (CCS1) and IEC 61851-23 (CCS2)
Local Area Network	2.4 GHz and 5 GHz WiFi (802.11 b/g/n)
Wide Area Network	4G LTE (fall back to 3G GSM)
Supported Communication Protocols	OCPP
Service and Maintenance	Remote system monitoring, diagnostic, and proactive maintenance

Safety and Operational Ratings

Station Enclosure Rating	Type 3R, IP54
Station Impact Rating	IK10
Safety and Compliance	UL and cUL listed: complies with UL 2202, UL 2231-1, UL 2231-2, CSA 107.1 CE marking: complies with IEC 62196, IEC 61851
Station Surge Protection	Tested to IEC 6100-4-5, Level 5 (6 kV @ 3,000A). In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.
EMC Compliance	U.S.: FCC part 15 Class A; EU: EN55011, EN55022 and IEC61000-4
Cooling	Liquid Cooling Technology

Storage Temperature	-40°C to 50°C (-40°F to 122°F)
Operating Temperature	-30°C to 50°C (-22°F to 122°F)
Operational Altitude	<3,000 m (<9,800 ft)
Operating Humidity	Up to 95% @ 50°C (122°F) non-condensing

Generic Specifications

Station Enclosure Dimensions	2,230 mm x 712 mm x 420 mm (7'4" x 2'4" x 1'4")
Power Module Dimensions	760 mm x 430 mm x 130 mm (2'6" x 1'5" x 5")
Station Weight (without Power Modules)	250 kg (551 lb)
Power Module Weight	45 kg (98.5 lb)

Energy Management Features

Dynamic Power Management	Allows a fixed maximum power output per station or lets the system dynamically manage the power distribution per station
Remote Energy Management	Manage output power via the ChargePoint Admin Portal, API, and Open ADR 2.0b VEN



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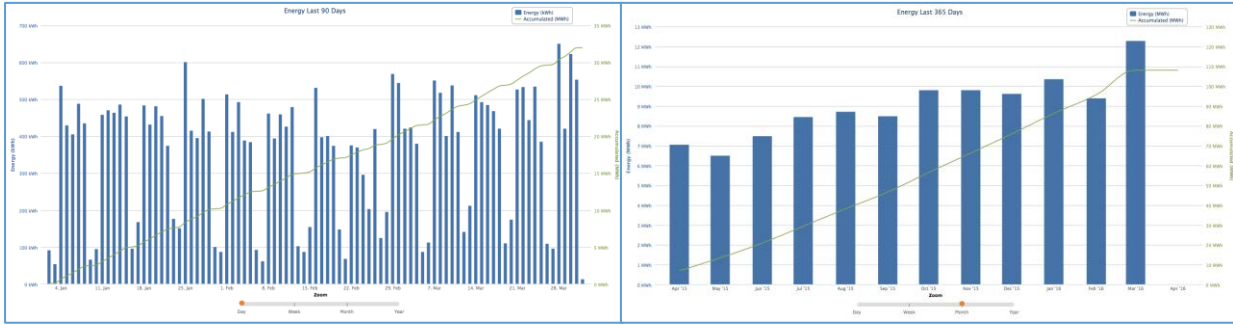
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 Email sales@chargepoint.com

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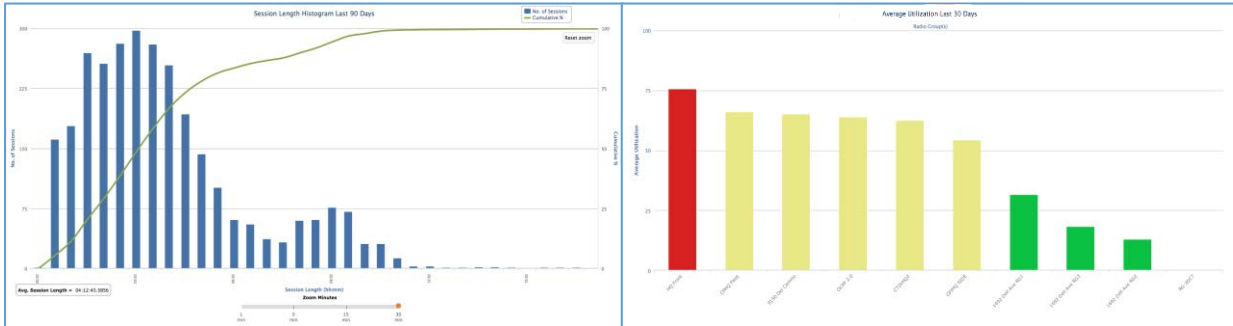
* Listed by Underwriters Laboratories Inc.  

8.7 Sample Reports:

Energy by Day, Energy by Month:



Session Length Histogram, Average Utilization:



Sessions,

Unique

Drivers:



Session Details: All charging sessions have the following information recorded and available for export:

Station Name	Plug Type
MAC Address	Address 1
Org Name	Address 2
Start Date	City
Start Time Zone	State/Province

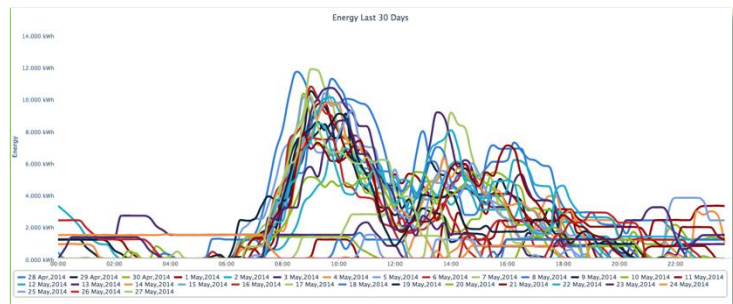
End Date	Postal Code
End Time Zone	Country
Transaction Date (Pacific Time)	Latitude
Total Duration (hh:mm:ss)	Longitude
Charging Time (hh:mm:ss)	Currency
Energy (kWh)	Fee
GHG Savings (kg)	Ended By
Gasoline Savings (gallons)	Plug In Event Id
Port Type	Driver Zip Code
Port Number	User ID

8.8 Advanced Energy Reporting

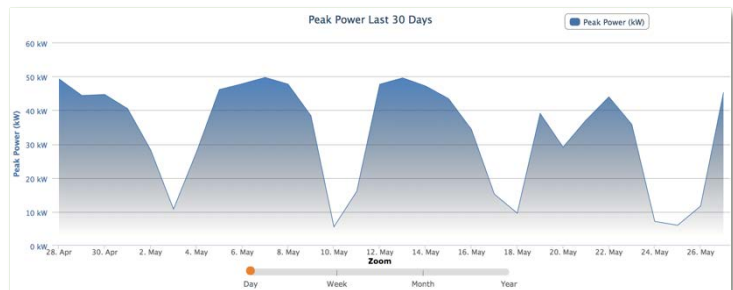
The ChargePoint Enterprise Service Plan includes 15-minute data collection, moving to 2-minute collection. All data is exportable to CSV file and available via the ChargePoint Web Services API.

User-friendly reports are available showing:

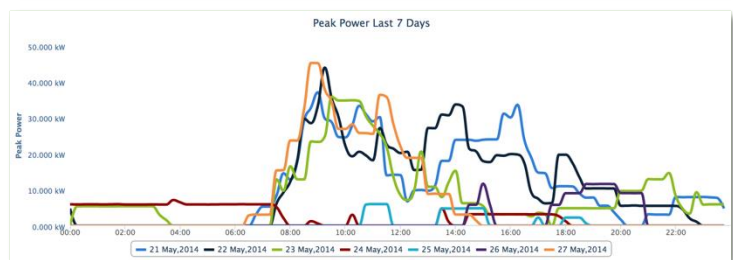
Energy (by Time of Day): See how much energy (kWh) is dispensed during the day, by station or by group. Quickly spot periods of high utilization and view the impact of Demand Response events. Each line in the sample graph represents a different day.



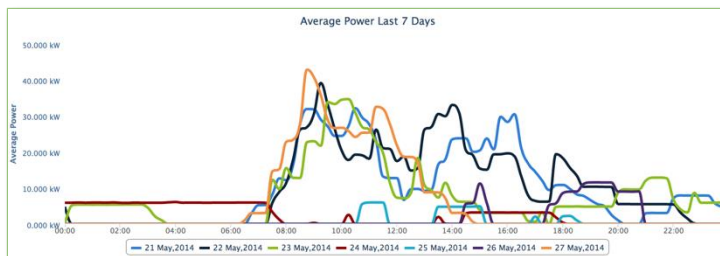
Peak Power (by Day): Easily view the peak instantaneous power on any given day, by station or by group. Use this data to avoid expensive demand charges



Peak Power (by Time of Day): View peak power during the day. Easily track the impact of Demand Response events.



Average Power (by Time of Day): View interval average power.



Logs: Detailed log entries are made for every Demand Response event.

Organization Name	Group Name	Station	RAC Address	Shed/Restore	Allowed Load	Time Remaining (hr:min:sec)	Time Created (PST)	Time Sent (PST)	Result
ChargePoint Headquarters	ChargePoint Network HQ	CHARGEPOINT / HQ14	000D:6F00:009D:7491	Restore	100%	-	2014-02-27 11:07:09	2014-02-27 11:07:26	Operation successful
ChargePoint Headquarters	ChargePoint Network HQ	CHARGEPOINT / HQ14	000D:6F00:009D:7491	Shed	50%	-	2014-02-27 11:03:25	2014-02-27 11:03:36	Operation successful
ChargePoint Headquarters	ChargePoint Network HQ	CHARGEPOINT / HQ14	000D:6F00:009D:7491	Restore	100%	-	2014-02-27 10:59:35	2014-02-27 10:59:48	Operation successful
ChargePoint Headquarters	ChargePoint Network HQ	CHARGEPOINT / HQ14	000D:6F00:009D:7491	Shed	50%	-	2014-02-27 10:40:04	2014-02-27 10:40:36	Operation successful

8.9 Station Alarm Reporting

In the ChargePoint web-based portal, network manager admins may quickly view overall status of charging stations, including stations in alarm state that need service, categorized by alarm type.

Comprehensive alarm log reports may be exported and include listings of station status at time of alarm (in use or available), alarm type, alarm event timestamp, and station details such as location, model number, and software version. Alarm notifications (NOC alerts) are sent via email to ChargePoint Support personnel.

Network manager admins in ChargePoint may also opt to enable batched email alerts to receive an hourly email containing alerts on all stations or a custom group of stations, for example alerts for stations in a geographic area or customer.

In the event of a ChargePoint station fault, internal diagnostics on the station itself will generate an alarm with timestamp, and details of the alarm will be available on the commercial station display, as well as uploaded to the ChargePoint network operations server for logging in an alarm report. Depending upon severity and type of alarm, the charging station or port may be taken out of service and become unavailable for charging until the root cause has been addressed.

Station alarm status is categorized in the ChargePoint web portal by Needs Service or Watch List.

If powered off, a “last gasp” power off message is logged in the alarm report.

If a ChargePoint customer has ChargePoint Assure, our team monitors the health of stations and proactively dispatches service based upon observed failures. Prior to dispatch and using the ChargePoint web services portal, ChargePoint Support runs remote diagnostics and may remotely start test sessions on the station(s). Certified installers who service equipment onsite are required to always call ChargePoint Support to report findings and allow for remote verification of charging station usability and status prior to leaving the site.

ChargePoint Assure

Industry-leading support, maintenance and warranty deliver peace of mind.

ChargePoint® Assure is the most comprehensive EV station maintenance and management program. Assure covers everything needed to keep ChargePoint electric vehicle (EV) charging stations up and running. With Assure, ChargePoint takes responsibility for fixing hardware issues by providing parts, labor and orchestration of repairs by expert support specialists. Proactive monitoring, regular reports and unlimited changes to station policies are included with Assure, as well as one business day response to requests and a 98% annual uptime guarantee. You can also get professional guidance when configuring your stations to make the most of EV charging.

ChargePoint EV charging stations are the most advanced and reliable in the world, but site conditions can change, wear and tear occurs, and accidents or equipment failures can happen. High-quality service and support start with high-quality products, site preparation and installation, but these elements alone aren't enough. Assure is so much more than a warranty. It is the most comprehensive EV station maintenance and management program. With Assure, you don't have to spend time figuring out how to fix or maintain your station. It's always ready to charge so you get a good return on your investment.

What Does Assure Include?

Stay on Top of Operations with Proactive Monitoring

- + Find out about problems before your drivers do with remote monitoring
- + Get 98% annual station uptime with a non-performance penalty for outages caused by station hardware or software failures
- + Keep your stations up and running with proactive troubleshooting and dispatch services
- + Fix problems with on-site labor that ChargePoint dispatches and manages
- + Call us during business hours (5 AM – 6 PM Pacific) for expert support

Count On a Fast Fix with One-Business-Day Response Time

- + We respond to all issues within one business day
- + ChargePoint certified technicians will be onsite to repair your station within one business day of receiving any required parts
- + U.S.-based support specialists coordinate all repairs

Rest Easy with the Industry's Leading Parts and Labor Warranty

- + We offer the EV charging industry's first and most comprehensive warranty for parts and on-site labor
- + We cover labor to repair issues that often aren't covered under warranty, such as vandalism, auto accidents and excessive wear and tear

Optimize with Expert Advice and Unlimited Changes

- + U.S.-based EV charging experts advise you on best practices for station configuration and management in your region and industry
- + Our team makes unlimited station configuration and policy changes for you, so you can control access to your station, set charging rates and make adjustments based on driver behavior

Get a Glimpse into Driver Behavior with Robust Reporting

- + See how your stations are being used in an easy-to-read format with monthly summaries
- + Prove success and make improvements with quarterly reports on station utilization, performance, energy usage and environmental impact
- + Compare your station use with organizations like yours

What Does Assure Require?

Because installation quality affects the long-term reliability and availability of EV charging stations, ChargePoint requires that all stations covered by Assure are validated to ensure they meet installation specifications. Validation is performed on-site and includes inspection of power availability, panel, breaker and wiring; confirmation of cellular and local network coverage (through WiFi) and verification that all ChargePoint installation requirements are met. Choose one of the following ways to validate stations and activate Assure:

1. Authorized ChargePoint operations & maintenance (O&M) partners who perform site preparation and station installation will automatically validate the stations and enable Assure.
2. Authorized ChargePoint reseller partners certified to perform self-validation may validate station installations and enable Assure.
3. When independent or in-house installers are used, validation may be purchased from either of the partners above. After the partner successfully validates site preparation and station installation, Assure is enabled.

Station Maintenance Options

Maintenance Option	Parts Only Warranty	Assure
Availability	One year included for free on all stations installed by a ChargePoint certified installer*	Available for purchase for up to five years. Stations must be installed and validated by a ChargePoint certified installer.
Parts Covered	Defective parts are exchanged	Included and coordinated by a ChargePoint support specialist
Certified On-Site Labor	Not included: station owner must find a ChargePoint certified installer to perform any repairs	Included and coordinated by a ChargePoint support specialist
Monthly Station Summary Report		Included
Detailed Quarterly Reports		Included
Uptime Guarantee		98% with non-performance penalty
Proactive Monitoring		Included
Service Level Agreement		1 business day response time 1 business day from parts arrival for on-site labor
Labor Coverage		Included for damage caused by accidents, vandalism and excessive wear and tear
Unlimited Station Configuration		Included

* Installations not performed by a ChargePoint certified installer are not covered under warranty.

Ordering Information

Description	Order Code
Assure for CT4000 Family	CT4000-ASSURE ⁿ
Assure for CPF25	CPF25-ASSURE ⁿ
Assure for Express 100	CPE100-ASSURE ⁿ
Assure for Express 200	CPE200-ASSURE ⁿ
Assure for Express 250	EXPRESS-ASSURE ⁿ
Assure for Express Plus	EXPRESS-ASSURE ⁿ




¹ Substitute *n* for desired years of service (1, 2, 3, 4 or 5 years).

² Substitute *n* for years of service desired (1, 2 or 3 years).

Companion Services

Description	Order Code
Station Activation and Configuration	CPSUPPORT-ACTIVE
Station Installation and Validation	CT4000-INSTALLVALID
Validation	CPSUPPORT-SITEVALID

Contact Us

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CHARGEPOINT ASSURE

TERMS AND CONDITIONS OF SERVICE

Welcome to ChargePoint Assure. ChargePoint Assure is a full service maintenance and support program designed specifically for ChargePoint customers.

1. **WHAT IS COVERED:** With ChargePoint Assure, ChargePoint agrees to do each of the following:
 - a. Ensure that all parts are provided and labor is performed, on-site if necessary, to correct any defect in the materials or workmanship of electric vehicle charging stations purchased from ChargePoint, Inc., or its representatives (“Charging Stations”) in a prompt and professional manner.
 - b. Provide remote, automated monitoring of your Charging Stations.
 - c. Perform triage with respect to any Charging Station that may be defective.
 - d. Coordinate all repairs necessary to have your Charging Station back up and running.
 - e. Ensure that you are provided response no later than one business day from the date ChargePoint becomes aware of an issue.
 - f. Begin onsite repairs within one business day from the delivery of any parts required to fix your Charging Station.
 - g. ChargePoint will provide software moves, adds and changes at no additional cost
 - h. ChargePoint guarantees a 98% annual station uptime with a prorated refund of up to the annual station Assure maintenance fee for outages caused by station hardware or software failures in excess of 2% annually
 - i. ChargePoint will provide standard monthly summary and quarterly detailed station usage and performance metrics.
 - j. ChargePoint will cover the labor portion of non-cosmetic station repairs caused by vandalism, auto accidents or excessive wear and tear.
2. **WHAT IS NOT COVERED:** ChargePoint undertakes no responsibility with respect to repairing, replacing, monitoring or servicing anything other than your Charging Stations. This means, for example, that ChargePoint is not responsible for the physical mounting and electrical wiring of your Charging Stations or for the performance of any cellular or Wi-Fi repeaters or other devices installed in connection with your Charging Stations.
3. **CUSTOMER RESPONSIBILITIES:** In order to perform its obligations under ChargePoint Assure, ChargePoint needs your cooperation. Specifically, you agree to:
 - a. Provide reasonable access to ChargePoint or its designee as necessary for the performance of ChargePoint’s obligations.
 - b. Permit ChargePoint to access the Charging Stations remotely by maintaining a separately purchased Cloud Services subscription necessary for remote access.
 - c. Maintain your premises in accordance with all applicable laws, rules and regulations.
 - d. Keep the areas in which Charging Stations are located in a clean, safe and orderly condition, to at least the same standard as you customarily use to maintain the remainder of your premises.
 - e. Promptly notify ChargePoint of any suspected defect with a Charging Station.
4. **WHO IS ELIGIBLE FOR CHARGEPOINT ASSURE?:** ChargePoint Assure is only available to purchasers of Charging Stations who either: 1) use a ChargePoint Operations and Maintenance Partner (“O&M Partner”) to install their Charging Stations or 2) successfully complete a site validation as described below.
 - a. **ChargePoint O&M Partner Installation.** For information on how to contact a ChargePoint O&M Partner, please contact your ChargePoint sales representative or authorized ChargePoint reseller for more details.

- b. **Site Validation:** If you do not use an O&M Partner to install your Charging Station, you still will be eligible for ChargePoint Assure after your installation has been validated by ChargePoint or an authorized third party. The purpose of the site validation is to ensure that your Charging Stations were installed correctly, in accordance with ChargePoint's recommended specifications and operational requirements. Site validations require the payment of ChargePoint's then current fee, charged on a "per site" basis. For these purposes, a "site" is defined as any group of Charging Stations whose circuits are terminated at the same power panel.
5. **EXCLUSIONS FROM COVERAGE:** ChargePoint's obligations under ChargePoint Assure shall not apply to defects or service repairs resulting from the following:
- a. Cosmetic damage such as scratches and dents.
 - b. Normal aging.
 - c. Except as provided in 1(j) above, abuse, vandalism, damage or other problems caused by accidents or negligence (including but not limited to physical damage from being struck by a vehicle), or use of the Charging Station in a way other than as specified in the applicable Charge Point documentation.
 - d. Installation, alteration, modification or relocation of the Charging Station that was not approved in writing by ChargePoint, performed by an O&M Partner or validated in the manner described above.
 - e. Use of the Charging Station with software, interfacing, parts or supplies not supplied by ChargePoint.
 - f. Damage as a result of extreme power surge, extreme electromagnetic field or any other acts of nature.
- In addition ChargePoint's obligations under ChargePoint Assure shall not apply to any Charging Station that was not installed by a ChargePoint O&M Partner or a ChargePoint certified installer pursuant to the provisions of Section 4 of these Terms and Conditions.
6. **CONTACT INFORMATION:** If at any time during the term of your coverage of ChargePoint Assure you believe you have a defective Charging Station, contact Customer Service at 1-877-850-4562 or support@chargepoint.com.
7. **SERVICE TERM:** If you comply with the installation requirements described in Section 4, you will receive, at no-cost, ChargePoint Assure coverage that will replace your standard ChargePoint Warranty and will last for the remainder of the standard Warranty period, if any. You may purchase extensions to your ChargePoint Assure coverage. The extension period will begin on the date your standard Exchange Warranty expires or, if applicable, the date that any extensions to ChargePoint Assure coverage that you have previously purchased expire. Please contact your ChargePoint sales representative or authorized ChargePoint reseller for more details.
8. **PAYMENTS:** ChargePoint will send you an invoice for any extended ChargePoint Assure coverage that you order. Payment is due within thirty (30) days of the invoice date. If you have purchased extended ChargePoint Assure and have chosen the annual payment option, ChargePoint will invoice each annual payment on the anniversary date of your Assure coverage. All payments shall be made in U.S. Dollars and may be made by check, wire transfer, ACH payment system or other means approved by ChargePoint. Customer may not offset any amounts due to ChargePoint hereunder against amounts due to Customer under this Agreement or any other agreement. Fees payable to ChargePoint do not include any Taxes, and Subscriber is responsible for any and all such Taxes. All payment obligations under this Agreement are non-cancelable and non-refundable. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. Customer will reimburse ChargePoint for attorneys' fees and other expenses reasonably incurred by ChargePoint in the collection of any late payments. If any amount owing by you under this Agreement is more than thirty (30) days overdue, ChargePoint may, without otherwise limiting ChargePoint's rights or remedies, (a) terminate this Agreement and (b) refuse to provide ChargePoint Assure coverage until ChargePoint has received payment in full.
9. **TRANSFERS:** Your ChargePoint Assure coverage applies only to the Charging Stations and installation site for which it was purchased. If you sell or otherwise transfer your Charging Stations, your ChargePoint Assure coverage may not be transferred without ChargePoint's prior written consent.

10. **REPLACEMENT PARTS AND STATIONS:** Replacement parts or charging stations provided by ChargePoint under ChargePoint Assure may be remanufactured or reconditioned parts or Charging Stations or, if the exact Charging Station is no longer manufactured by ChargePoint, a Charging Station with substantially similar functionality. All replaced parts and Charging Stations, whether under warranty or not, become the property of ChargePoint. Any replacement parts or Charging Stations so furnished will be covered by ChargePoint Assure for the remainder of your ChargePoint Assure coverage or ninety (90) days from the date of delivery of such replacement parts or Charging Stations, whichever is later.
11. **LIMITS ON LIABILITY:** This section limits ChargePoint's liability under ChargePoint Assure. Please read it carefully.
- a. CHARGEPOINT IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE, THE CHARGING STATION, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF CHARGEPOINT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF CHARGEPOINT FOR ALL CLAIMS WHATSOEVER RELATED TO PERFORMANCE BY CHARGEPOINT OF ITS OBLIGATIONS UNDER CHARGEPOINT ASSURE WILL NOT EXCEED THE PRICE YOU PAID FOR CHARGEPOINT ASSURE. THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF CHARGEPOINT AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
 - b. Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
12. **ARBITRATION:** These ChargePoint Assure Terms and Conditions of Service are to be construed according to the laws of the State of California, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Any dispute arising from or relating to these ChargePoint Assure Terms and Conditions of Service shall be arbitrated in Santa Clara, California. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the parties agree, a mediator may be consulted prior to arbitration. All claims shall be brought in the parties' individual capacities, and not as a plaintiff or class member in any purported class or representative proceeding.
13. **AMENDMENT OR MODIFICATION:** These ChargePoint Assure Terms and Conditions of Service may not be amended or modified except pursuant to a writing executed by each of the parties.
14. **WAIVER:** The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.
15. **FORCE MAJEURE:** ChargePoint will not be liable for failure to perform any of its obligations hereunder due to causes beyond its reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of ChargePoint's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits ChargePoint from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.
16. **SEVERABILITY.** Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application

of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

17. **ASSIGNMENT.** You may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of ChargePoint. In the event of any purported assignment in breach of this Section 17, ChargePoint shall be entitled, at its sole discretion, to terminate these ChargePoint Assure Terms and Conditions of Service by providing written notice to you. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. ChargePoint may assign its rights and obligations under this Agreement.
18. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. To the extent of any conflict or inconsistency between these ChargePoint Assure Terms and Conditions of Service and any purchase order, the Agreement shall prevail.
19. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.