

**MONTGOMERY COUNTY, MARYLAND
CONTRACT #1109883**

This Contract is between **MONTGOMERY COUNTY, MARYLAND**, a political subdivision of the State of Maryland, (“County”), and ChargePoint, Inc., 254 E. Hacienda Ave., Campbell California, 95008 (“Contractor”). The County and the Contractor together are sometimes referred to as the “Parties.”

1. **BACKGROUND**

The County, through the Montgomery County Department of General Services, Division of Fleet Management, desires to procure equipment, networking, replacement parts, and warranty for ChargePoint Electric Vehicle Charging Stations.

The Contractor, who is the sole provider of equipment, networking, replacement parts, and warranty on ChargePoint Electric Vehicle Charging Stations, represents that it is qualified and able to provide the goods and services as described in the quotations attached hereto as Attachment C and this Contract.

This Contract is the result of a non-competitive procurement and this Contract is entered into in accordance with Section 11B-14(a) (1) of the Montgomery County Code; and Sections 4.1.12.3(a) (1) (2) and (3) of the Montgomery County Procurement Regulations.

2. **SCOPE OF SERVICES**

A. The “Background” Section above is expressly incorporated and made a part of this Contract and its Scope of Services.

B. The Contractor must provide to the County equipment, networking, replacement parts, and warranty for ChargePoint Electric Vehicle Charging Stations, as described in this Contract and set forth in Attachment C.

C. The pricing is inclusive of all charges for delivery, FOB inside delivery, freight prepaid and allowed. Price increases for parts and accessories will be effective only upon and after an amendment to this Contract.

3. **COMPENSATION**

The County will pay the Contractor in accordance with Attachment C.

Payment terms are net 30 days after receipt, acceptance, and approval by the County of an acceptable invoice.

Invoices are to be sent to:

Michael Atkinson, Chief - Materials Management
Department of General Services
Division of Fleet Management Services
16700 Crabbs Branch Way
Rockville, MD 20855

4. **CONTRACT ADMINISTRATOR**

The Contract Administrator shall be responsible for:

- a. Authorizing payment upon acceptance of any acceptable invoice; and
- b. The duties and responsibilities outlined in Paragraph 6, Contract Administration, of the General Conditions of Contract Between County and Contractor, attached as Attachment A.

The Contract Administrator for this Contract is Michael Atkinson, Chief of Materials Management, Division of Fleet Management Services, (240) 777-5661.

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5. CONTRACT TERM

The effective date of this Contract begins on upon signature by the Director, Office of Procurement, and ends after five (5) years.

6. GENERAL CONDITIONS

The Contractor must comply with the General Conditions of Contract Between County and Contractor (“General Conditions”) attached, incorporated by reference into and made part of this Contract as Attachment A. However, paragraph 21, Insurance, is superseded by the Mandatory Insurance Requirements in Attachment B.

7. MONTGOMERY COUNTY PROCUREMENT REGULATIONS

The Montgomery County, Maryland, Procurement Regulations are applicable to this Contract.

8. NAME AND SIGNATURE REQUIREMENTS FOR CONTRACTS

The correct and full legal business name of the Contractor must be used on the Contract. A trade name, i.e., a shortened or different name under which the firm does business, must not be used when the full legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of the business (i.e., Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by t/a (trading as) or d/b/a (doing business as), respectively. The signature on the Contract or amendment must conform to the following: All signatures must be made by an authorized officer, partner, manager, member or employee. The signing of a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the Contractor.

9. NET PRICES

Prices are net, inclusive of all charges for the performance of work as outlined herein. Prices are less Federal, State, and local taxes.

10. REQUIRED DELIVERY SCHEDULE

All deliveries are to be made to the locations identified and listed below and are to be coordinated and scheduled with the individuals as indicated.

Delivery Locations:

Equip. Mgmt. & Operations Center (EMTOC)
16700 Crabbs Branch Way
Rockville, Maryland 20855
Damian Johnson (240) 777-5741

Bus Maintenance Facility (BMF)
8710 Brookville Road
Silver Spring, Maryland 20910
Carlos Medina (240) 777-5638,

Small Transit Shop (STS)
4901 Nicholson Court
Kensington, Maryland 20895
Gregory Chomicz (240) 777-5617

ADDITIONAL LOCATIONS

Montgomery County reserves the right to add new locations if the need should arise during the Contract term without changing the Contract price. Incorporation of additional locations to this Contract(s) will be achieved by Contract amendment.

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11. REQUIRED WARRANTY PERIOD

Pursuant to its applicable warranty Contractor will guarantee the products provided under this Contract for a period of one year for defects in quality, material, and workmanship as outlined herein. Any product found deficient or imperfect will be replaced by the Contractor without charge to the County, or, at the County's option, the Contractor will refund monies paid for faulty, sub-standard materials or; provide the County a credit for such part(s). Furthermore, items supplied must meet or exceed all normal industry standards at any time during the Contract term. Failure of any part to meet the industry specifications will require the Contractor to rectify the problem immediately, including, but not limited to, replacing the defective and/or substandard part with a new part meeting the standards, at no additional cost to the County.

12. DISCONTINUED ITEMS

If a replacement item is offered by the Contractor, it must be approved by the County. The replacement item must be of equal or greater quality and offering the same or more features than the discontinued item.

13. NO RIGHT OF RETURN AND NON-CONFORMING SHIPMENTS

All sales are final, and County shall have no right of return, provided that, Contractor shall comply with its obligations under its applicable warranty. All claims for non-conforming shipments must be made in writing to Contractor within twenty (20) days of delivery. Any claims not made within such a period shall be deemed waived and released.

14. PRICE QUOTATIONS

It will be the responsibility of the Contractor to provide current, complete and updated price quotations upon request of the Director, Office of Procurement; Contract Administrator; or designee. The quotations will be of most current publication and indicate the most current model numbers, styles, and latest published price lists. It is the responsibility of the Contractor to inform the County of any and all price changes in its quotations.

15. NEW PRODUCTS

Introduction of new products/numbers, etc. to a manufacturer's line may be added during the Contract term. New products/numbers will utilize the most current Manufacturer's published price list in a hard copy, CD ROM, or web-based for these new items.

16. DEPARTMENTS AUTHORIZED TO USE CONTRACT(S)

The primary user of this Contract will be the Department of General Services, Division of Fleet Management Services. This agency is authorized to use its own internal Job Release System and Financial Department methods. All other users of this Contract must route their usage through the Contracting Officer, or designee. Contractors are cautioned not to perform work for any other than the primary user without written authorization from the Director, Office of Procurement.

17. ORDERING TERMS

Orders placed before but delivered after the effective termination date of the Contract are to be honored with all terms, conditions, and pricing of the Contract to remain in effect until the final delivery is made by the Contractor and accepted by the County.

18. METHOD OF ORDERING

At request of the County, Contractor will provide a quotation for additional goods and services related to this Agreement. Thereafter, County may issue written purchase orders or blanket purchase order(s) to the Contractor(s). If blanket purchase order(s) is/are issued, written individual releases against such blanket order(s) will be made by the using agency as required. Issuance of all purchase orders will be contingent upon appropriation of funds by the Montgomery County Council and encumbrance of such funds after July 1, of each year, as provided by the Montgomery County Code. The dollar amount listed in the blanket purchase order does not guarantee that the County will place any releases against the blanket purchases order. Contractor must not furnish any goods or perform any services under this Contract unless pursuant to a valid purchase order.

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19. PURCHASE OF GOODS BY NON-PROFIT ORGANIZATIONS

Pursuant to the requirements set forth in the Montgomery County Code, Chapter 11B-49, the Contractor agrees to extend the same terms, conditions, and prices for the goods provided by the Contractor pursuant to this Contract to those Non-Profit organizations which may need the goods in order to perform a contract with the County. Non-Profit Organizations are defined as those organizations that are exempt from taxation under Section 501(c) (3) of the Internal Revenue Code but are not defined as a "public entity" under subsection (n) of Chapter 11B-1 of the Montgomery County Code.

20. TAX EXEMPTION

Montgomery County is exempt from the State of Maryland Retail Sales Tax, Exemption Certificate No. 30001235, Federal Excise Tax, Exemption Certificate No. 52-6000980

21. NAME CHANGE

In the event the Contractor undergoes a name change from its Legal Business Name, the Contract Administrator must be notified, in writing, within ten business days from the effective date of the name change.

22. ORDER OF PRECEDENCE

The following documents are incorporated by reference into and made part of this Contract, and are listed in order of legal precedence below, in the event of a conflict in their terms:

- (1) This Contract document;
- (2) The General Conditions of Contract Between County and Contractor (Attachment A), with the exception of paragraph 21, Insurance, which is superseded by the attached Mandatory Insurance Requirements (Attachment B),
- (3) Contractor's quotations for (a) Cloud Plan Renewals, (b) Assure Maintenance and Management, and (c) Charging Station Hardware (Attachment C),
- (4) ChargePoint's Assure Terms and Conditions of Service ("Assure Terms") (Addendum A), governing Contractor's Assure Maintenance and Management Program; and
- (5) the Master Services and Subscription Agreement ("MSSA") (Addendum B), governing Contractor's Cloud-Services.

Notwithstanding the foregoing, nothing in this Contract or the General Conditions are intended to impact or otherwise limit or expand the scope of products or services governed by Addendum A and Addendum B, as negotiated and agreed to by the Parties.

SIGNATURE PAGE TO FOLLOW

MONTGOMERY COUNTY, MARYLAND
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SIGNATURES

ChargePoint, Inc.

DocuSigned by:
By: Rex S. Jackson
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Typed: Rex S. Jackson

Title: Chief Financial Officer

Date: 4/15/2020

MONTGOMERY COUNTY, MARYLAND

By: _____
Avinash G. Shetty, Director
Office of Procurement

Date: _____

RECOMMENDED:

By: [Signature]
Keith Stickley, Acting Chief
Division of Fleet Management Services
Department of General Services

Date: 4/16/2020

APPROVED AS TO FORM AND LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: [Signature]
Jim Ogorzalek, Associate County Attorney

Date: 4/16/2020