

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

CONTRACT



Vendor ID 0000000540
Green Mountain Power Corp
163 Acorn Lane
Colchester VT 05446
United States

Contract ID		Page
000000000000000000000030562		1 of 5
Contract Dates		Origin
04/01/2016 to 04/01/2018		CPS
Description:		Contract Maximum
ELEC. VEHICLE CHARGING STATION		\$9,999,990.00
Buyer Name	Buyer Phone	Contract Status
Smith, Steven D	828-4681	Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		ELECTRIC VEHICLE CHARGING STATION	EA	0.01000	0.00	0.00
Level 2 Pedestal 240 VOLT 30A Dual Port with SemaConnect network Mfr: ChargePro 620 WITH RETRACTABLE CORD MANAGEMENT SYSTEM: \$8050.00 WITHOUT RETRACTABLE CORD MANAGEMENT SYSTEM: \$7360.00 WARRANTY: 3 YEARS PARTS AND LABOR TO REPAIR OR REPLACE CHARGER UNIT INCLUDING CHARGER CORD. . EXTENDED WARRANTY: \$200 - CAN BE PURCHASED ANYTIME DURING THE INITIAL THREE YEAR WARRANTY PERIOD. . ANNUAL NETWORK FEE: \$216.00 . OPTIONAL INSTALLATION BY CONTRACTOR: \$725 - \$1200. CONTRACTOR WILL PROVIDE QUOTE FOR INSTALLATION AT TIME OF ORDER.						
2		THIS ITEM IS NO LONGER AVAILABLE ELECTRIC VEHICLE CHARGING STATION	EA	0.01000	0.00	0.00
3		ELECTRIC VEHICLE CHARGING STATION	EA	0.01000	0.00	0.00
Level 2 Pedestal 240 VOLT 30A Single Port with SemaConnect network Mfr: ChargePro 620 WITH RETRACTABLE CORD MANAGEMENT SYSTEM: \$4370.00 WITHOUT RETRACTABLE CORD MANAGEMENT SYSTEM: \$3680.00 . WARRANTY: 3 YEARS PARTS AND LABOR TO REPAIR OR REPLACE CHARGER UNIT INCLUDING CHARGER CORD. . EXTENDED WARRANTY: \$200 - CAN BE PURCHASED ANYTIME DURING THE INITIAL THREE YEAR WARRANTY PERIOD. . ANNUAL NETWORK FEE: \$216.00 . OPTIONAL INSTALLATION BY CONTRACTOR: \$725 - \$1200. CONTRACTOR WILL PROVIDE QUOTE FOR INSTALLATION AT TIME OF ORDER.						
4		THIS ITEM IS NO LONGER AVAILABLE. SEE LINE #11. ELECTRIC VEHICLE CHARGING STATION	EA	0.01000	0.00	0.00
5		ELECTRIC VEHICLE CHARGING STATION	EA	3,982.49000	0.00	0.00
Level 3 wall mount 240 VOLT 30A Single Port with SemaConnect network Mfr: ChargePro 620 RETRACTABLE CORD MANAGEMENT SYSTEM WARRANTY: 3 YEARS PARTS AND LABOR TO REPAIR OR REPLACE CHARGER UNIT INCLUDING CHARGER CORD. . EXTENDED WARRANTY: \$200 - CAN BE PURCHASED ANYTIME DURING THE INITIAL THREE YEAR WARRANTY PERIOD. . ANNUAL NETWORK FEE: \$216.00 . OPTIONAL INSTALLATION BY CONTRACTOR: \$725 - \$1200. CONTRACTOR WILL PROVIDE QUOTE FOR INSTALLATION AT TIME OF ORDER.						

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Buyer Name Smith,Steven D	Buyer Phone 828-4681
Contract Status Approved	

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
6		ELECTRIC VEHICLE CHARGING STATION THIS ITEM IS NO LONGER AVAILABLE	EA	0.01000	0.00	0.00
7		THIS ITEM IS NO LONGER AVAILABLE ELECTRIC VEHICLE CHARGING STATION	EA	0.01000	0.00	0.00
8		ANNUAL LEASE OF ELECTRIC VEHICLE CHARGING STATION	EA	0.01000	0.00	0.00

Level 2 Pedestal 240 VOLT 30A Single Port with Semaconnect network
 Mfr: ChargePro 620

WITH RETRACTABLE CORD MANAGEMENT SYSTEM: \$1,469.28

WITHOUT RETRACTABLE CORD MANAGEMENT SYSTEM: \$1,321.68

ANNUAL NETWORK FEE: \$216.00

WARRANTY AND MAINTENANCE IS INCLUDED.

CUSTOMER IS RESPONSIBLE FOR INSTALLING INFRASTRUCTURE TO GET ELECTRICITY TO DESIRED CHARGING STATION LOCATIONS.

9		ANNUAL LEASE OF ELECTRIC VEHICLE CHARGING STATION	EA	0.01000	0.00	0.00
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Level 2 Pedestal 240 VOLT 30A Dual Port with SemaConnect network
 Mfr: ChargePro 620

WITH RETRACTABLE CORD MANAGEMENT SYSTEM: \$2,094.72

WITHOUT RETRACTABLE CORD MANAGEMENT SYSTEM: \$1,947.12

ANNUAL NETWORK FEE: \$216.00

WARRANTY AND MAINTENANCE IS INCLUDED.

CUSTOMER IS RESPONSIBLE FOR INSTALLING INFRASTRUCTURE TO GET ELECTRICITY TO DESIRED CHARGING STATION LOCATIONS.

10		ANNUAL LEASE OF ELECTRIC VEHICLE CHARGING STATION	EA	9,000.00000	0.00	0.00
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LEVEL 3 480 VOLT 3 PHASE STATION
 25 kW - 50 kW
 with SemaConnect network
 Mfr: ChargePro 620
 RETRACTABLE CORD MANAGEMENT SYSTEM

ANNUAL NETWORK FEE: \$216.00

WARRANTY AND MAINTENANCE IS INCLUDED.

CUSTOMER IS RESPONSIBLE FOR INSTALLING INFRASTRUCTURE TO GET ELECTRICITY TO DESIRED CHARGING STATION LOCATIONS.

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
11		ELECTRIC VEHICLE CHARGING STATION	EA	1,690.50000	0.00	0.00
1 EACH NC5025 Single Wall Mount Level 2 Charging Station with SAE J-1772 connector with 25' cord, NEMA 14-50 pigtail and holster. Non-Networked Unit. 208V/240V Power Supply., includes 3 year warranty on the charger (NO COST Option) . No maintenance is required on the chargers.						
12		ELECTRIC VEHICLE CHARGING STATION	EA	4,525.25000	0.00	0.00
Quantity (2) NovaCharge NC5025 Single Wall Mount Level 2 Charging Station with SAE J-1772 connector with 25' cord, NEMA 14-50 pigtail and holster. Non-Networked Unit. 208V/240V Power Supply., includes 3 year warranty on the charger (NO COST Option) . No maintenance is required on the chargers. Includes Bollard stainless mounting system.						

CONTRACT TERMS AND ADDITIONAL INFORMATION

DELIVERY: 21 DAYS ARO

CONTRACTOR POC:

JEFFREY MONDER
TEL: 802-770-3392
EMAIL: Jeff.Monder@GREENMOUNTAINPOWER.COM

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

STEVE SMITH
PURCHASING AGENT
802-828-4681
FAX 802-828-2222
steven.smith@vermont.gov

SCOPE OF CONTRACT: TO PROVIDE FOR THE PURCHASE OR LEASE OF ELECTRIC VEHICLE CHARGING STATIONS TO VERMONT STATE AGENCIES AND POLITICAL SUBDIVISIONS WITHIN VERMONT.

CONTRACT PERIOD: APRIL 01, 2016 TO APRIL 01, 2018, WITH OPTION TO RENEW FOR TWO ONE YEAR PERIODS.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 1, 2015 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

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Buyer Name Smith,Steven D	Buyer Phone 828-4681
	Contract Status Approved

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METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

- REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
- REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
- REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
- REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

10/17/2017

AMENDMENT #01 -

THE FOLLOWING CHANGES OCCURRED TO THIS CONTRACT AMENDMENT #01:

- 1). CONTRACT LINES ITEM #2, 4, 6 AND 7 ARE NO LONGER AVAILABLE
- 2). CONTRACT LINE ITEMS #11 & #12 ARE INCORPORATED INTO THE CONTRACT.
- 3). NETWORK IS CHANGED TO "SEMACONNECT".
- 4). PRICING ON LINE ITEMS 1 & 3 IS REVISED.

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

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ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED JULY 1, 2016 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT

CERTIFICATION REGARDING SUSPENSION OR DEBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT: [HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT) .

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCs): CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____