

CONTRACT SUPPLEMENT
RFP-37 Rev. 4/11/19
Prev. Rev. 11/22/16

Paul Greco
Contract Specialist

860-713-5189
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

13PSX0316

Contract Award Date:

30 April 2014

Proposal Due Date:

7 February 2014

SUPPLEMENT DATE:

15 May 2019

CONTRACT AWARD SUPPLEMENT #3

IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Electric Vehicle Charging Equipment

FOR: All Using State Agencies and Political Subdivisions		TERM OF CONTRACT: 30 April 2014 through 31 May 2021	
		AGENCY REQUISITION NUMBER: 33650	
CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
			\$ Undetermined

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

Company Name: **EVSE, LLC**

Company Address: **89 Phoenix Avenue Enfield, CT 06082**

Tel. No.: **860-253-4205**

Contact Person: **Mark Zirolli**

Company E-mail Address and/or Company Web Site: **mzirolloi@controlmod.com**

Certification Type (SBE, MBE or None): **none**

Prompt Payment Terms: **0% 00 Net 45**

PLEASE NOTE:

- See Supplement three (3) Revised Exhibit B pricing schedule and available equipment
- Extended Equipment Warranty is available for years four (4) and five (5).
- Additional volume discounts are available and negotiable.

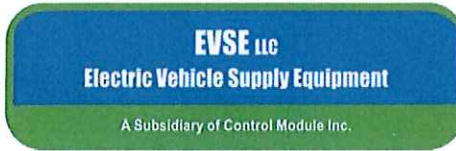
All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

PAUL GRECO

Contract Specialist

(Original Signature on Document in Procurement Files)



Service Specification

Product Line:

EVSE Warranty

Product No:

Version No:

0810

036B

Item: *Limited Hardware Warranty*

Configuration: *36 Month Warranty*

Sheet 1 of 1

Brief:

- Limited Hardware Warranty – 36 Months from date of Shipment
- Prepaid Freight One-Way – In Continental U.S.
- RMA Tracking
- Repair – Typically within 5 business days from receipt in-house

Description:

Limited Warranty and Warranty Period: EVSE LLC proprietary hardware products (such products, while under warranty, the “Equipment”) are warranted to be free from defects in materials and workmanship for a period of thirty six (36) months from the date of shipment. If Customer notifies the EVSE LLC Service Center during the warranty period of a defect in the Equipment, will first attempt telephone support and if required will assign an RMA for return to depot repair or replacement of the defective Equipment. If Customer requests on-site service during warranty there will be a per call service charge. Delivery of a repaired or replacement unit of Equipment does not extend the warranty period.

Reporting a Defect: Customer can report an Equipment defect to the EVSE LLC Tech Support by (a) telephone between 8:00 A.M. and 4:30 P.M. (EST), Monday through Friday, excluding EVSE LLC holidays, or (b) through EVSE LLC support website.

- Telephone number: 888-753-8222
- Email address: techsupport@controlmod.com

Return and Repair Process: After receiving Customer’s notice of an Equipment defect, the EVSE LLC Service Center will provide Customer with a Return Material Authorization (RMA) number to be used by both Customer and CMI EVSE LLC to track the defective unit(s) during the return to depot repair process.

- Telephone number: 800-527-4998
- Email address: service@controlmod.com

Customer is responsible for the return of the defective Equipment to EVSE LLC Service Center at Customer’s expense. EVSE LLC Service Center will pay for ground shipping of the repaired or replacement unit to customer(s) site if located in the continental United States & Canada (duties & taxes not covered). Most Equipment will be repaired within five (5) business days following their receipt at an EVSE LLC repair depot.

EXCLUSIONS

CMI DOES NOT WARRANT THAT THE OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. CMI IS NOT RESPONSIBLE FOR DAMAGE THAT OCCURS AS A RESULT OF YOUR FAILURE TO FOLLOW THE INSTRUCTIONS INTENDED FOR CMI HARDWARE EQUIPMENT OR OTHER APPLICABLE STANDARDS OR CODES.

This Limited Warranty does not apply to the following (1) furnishing supplies for, painting, or refinishing Hardware Equipment; (2) electrical work external to such Hardware Equipment; (3) installation, maintenance, or removal of alternations, attachments, or other devices not furnished by CMI LLC; (4) on site services (including without limitation: installation or removal and costs thereof); (5) services which cannot be practicably performed due to alterations in or attachments to the equipment; or (6) services for accessories.

This Limited Warranty does not extend to any product for repair or replacement of defective Hardware Equipment that has been damaged or rendered defective (a) as a result of accident, misuse, abuse, contamination, improper or inadequate maintenance or calibration or other external causes; (b) by operation outside the usage parameters stated in the user documentation that shipped with the product; (c) by user software, interfacing, parts or supplies not supplied by EVSE LLC; (d) by improper site preparation or maintenance; (e) virus infection, malware, ransomware, failure to update operating system(s) and/or software application(s), communication line failure, delays in transmission, unauthorized access to data, and/or lost, deleted, or inaccessible data; (f) loss or damage in transit, vandalism, or burglary of the Hardware Equipment, acts of terrorism, accident, or disaster, or other external causes (including water, wind, lightning, and/or dust); or (g) by modification or service by anyone other than (i) EVSE LLC, (ii) EVSE LLC authorized service provider, or (iii) your own installation of end-user replaceable EVSE LLC or EVSE LLC approved parts if available for your Hardware Equipment.

The Limited Warranty does not apply to the extent the defect in the Hardware Equipment is due to the use of the Hardware Equipment in conjunction with products not manufactured by EVSE LLC or to Hardware Equipment from which the serial number has been altered, defaced, or removed.

LIMITATIONS OF LIABILITY

If your EVSE LLC Hardware Equipment failed to work or perform as warranted above, the maximum liability of EVSE LLC under this Limited Warranty is expressly limited to the lesser of the price you have paid for the product or the cost of repair or replacement of any hardware components that malfunctioned in conditions of normal use.

This Limited Warranty extends only to the original purchaser of the Hardware Equipment. It may not be assigned to any third party. EVSE LLC may require the Customer to provide proof of purchase as a condition of receiving warranty service. Customer’s dated sales or shipping receipt, showing the date of shipping or date of purchase, is the Customer’s proof of purchase.

EXCEPT AS INDICATED ABOVE, IN NO EVENT SHALL CMI LLC BE LIABLE TO CUSTOMER OR ANY THIRD PARTY CLAIMING THROUGH CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR SAVINGS, LOSS OF EARNINGS, GOODWILL, COSTS OF COVER, IN EACH CASE RELATING TO THIS WARRANTY OR TO THE EQUIPMENT, EVEN IF SUCH DAMAGES WERE FORESEEABLE AND EVEN IF THIS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Label Description: Limited Hardware Warranty	Project:			
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	Marketing / Date	Approval / Date	Rev No: / Date	
	DS 06/16/2017	JAB 06/16/2017	02/ 06/16/2017	
CMI EVSE LLC, 89 PHEONIX AVE. ENFIELD, CT 06082 PHONE (860) 745-2433				