REPORT FOR ACTION

Electric Vehicle (EV) Charging Equipment Contract Extension Award

Date: February 13, 2025
To: Board of Directors, Toronto Parking Authority
From: President, Toronto Parking Authority
Wards: All

SUMMARY

Over the past two (2) years, consistent with our strategy, the Toronto Parking Authority (TPA) has designed and built Canada's largest municipally owned Electric Vehicle (EV) charging network, featuring 461 charging ports across 85 locations. Over the next two (2) to three (3) years, TPA will continue expanding its EV charging network, further solidifying its position as Toronto's premier EV charging provider.

The purpose of this paper is to seek approval for the extension of two (2) key agreements with EV charging equipment providers, ChargePoint Inc. and Services FLO Inc. These agreements were initially approved by the Board on December 12, 2022, as an extension of a City of Toronto agreement with the cooperative purchasing organization, Kinetic GPO that was tendered in the fall of 2022 and remains in effect today. The original board approval expired in December 2024, and this request would extend the agreements under the existing City of Toronto tender for an additional two (2) years, with an optional one (1) year extension.

As TPA continues to expand its EV charging network, it is essential to maintain these partnerships to ensure operational continuity, streamlined maintenance, and system compatibility across our infrastructure.

No additional funding is required for these extensions. The original contracts, approved by the Board in December 2022, have a total budget cap of $10.6 million (excluding HST). To date, $3.1 million has been expended, leaving a remaining balance of $6.85 million before reaching the approved limit. The value of both contracts will continue to be capped at $10.6 million, ensuring fiscal responsibility while supporting the continued expansion of TPA's EV charging infrastructure.

RECOMMENDATIONS

The President, Toronto Parking Authority recommends that:

1. The Board of Directors of Toronto Parking Authority provide authority to the President, Toronto Parking Authority, to extend the EV Charging Equipment Purchase Agreement effective December 12, 2022, with ChargePoint Inc., for an additional term of two (2) years plus an additional one (1) year option at TPA's sole discretion.

2. The Board of Directors of Toronto Parking Authority provide authority to the President, Toronto Parking Authority, to extend the EV Charging Equipment Purchase Agreement effective December 12, 2022, with Services FLO Inc., for an additional term of two (2) years plus an additional one (1) year option at TPA's sole discretion.

FINANCIAL IMPACT

The original amount awarded for the two (2) EV Charging Equipment Purchase Agreements was an upset limit of $10,618.000, excluding HST over the two (2) year term of the agreements. Funding for those agreements was approved in TPA 2023 and 2024 Capital Budgets and 2023 – 2031 Capital Plan.

No additional funding is required as part of the amending agreements as the original funding limit has not been exceeded to date. Upon the expiry of the agreements at the end of 2024, TPA has spent $3.77 million on EV charging equipment leaving a remaining balance of $6.85 million before the upset limit is reached. TPA does not anticipate spending more than $6.85 million on EV charging equipment for the duration of the extended term including the option.

DECISION HISTORY

At its meeting of December 12, 2022, TPA Board of Directors (Item PA1.8) authorized staff to enter into electric vehicle charging equipment contracts with ChargePoint Inc. and Services FLO Inc., with a total upset limit of $10,618,000 (excluding Harmonized Sales Tax (HST)) between the two contracts for the purchase of EV charging equipment. The equipment purchased via these contracts would be installed at TPA's off-street and on-street parking facilities. Further information about this report can be found at the link below:
https://secure.toronto.ca/council/agenda-item.do?item=2023.PA1.8

COMMENTS

In 2021, TPA initiated its Electric Vehicle (EV) Charging Programme with the installation of the first EV chargers, which were opened to the public in December 2022. Initially, TPA relied on contractors to procure and install equipment as part of construction tenders issued for six (6) car parks. This approach led to delays in the delivery of orders and complications in securing warranties, as the TPA was not directly engaging with EV charging equipment suppliers.

To streamline operations, mitigate delays, and ensure more efficient delivery of the EV charging network, TPA entered into direct purchase agreements with ChargePoint Inc. and Services FLO Inc. in 2023. These two (2) vendors were selected through master agreements established by the City of Toronto with the cooperative purchasing organization, Kinetic GPO. ChargePoint and Flo are recognized as industry leaders in North America's EV charging technology sector, and their terms and pricing were pre-negotiated under the City's agreements.

These direct procurement agreements were instrumental in the successful installation of EV chargers throughout TPA's network in 2023 and 2024. However, both agreements expired on December 31, 2024, leaving TPA unable to procure additional EV charging equipment for 2025 and beyond. Given the continued expansion of TPA's EV charging network planned for 2025, it is essential that these agreements be renewed to ensure continuity in the procurement process and the fulfillment of installation goals.

The TPA proposes to extend both agreements with ChargePoint Inc. and Services FLO Inc. for an additional two-year term. The TPA will have the exclusive option, at its sole discretion, to extend the agreements for a further one-year term following the expiration of the initial two-year extension.

This extension provides the necessary flexibility to continue sourcing EV chargers from ChargePoint and FLO for the 2025 - 2026 EV Charging Programme. By extending these agreements, TPA can preserve operational continuity, allowing for uninterrupted service and minimizing potential disruptions to users. Additionally, retaining the same providers supports streamlined maintenance, ensuring that existing hardware and software remain compatible, reducing integration challenges, and optimizing system performance. This approach also facilitates consistent user experience, enhances network reliability, and aligns with TPA's broader goals of advancing sustainable mobility solutions in Toronto.

Upon completion of this contract extension, TPA will finalize its long-term equipment strategy following a thorough evaluation in Q1 2026 and RFP in Q3 2026.

By adopting the recommendations outlined in this report, the TPA will enable the timely renewal of these agreements, ensuring the continued expansion of the EV charging network. The hardware providers will be notified, and the amending agreements will be executed promptly in early 2025.

CONTACT

Jarrett McDonald, Vice President, Operations, Toronto Parking Authority,
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Faiyaz Patel, Director, Parking Development, Toronto Parking Authority,
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SIGNATURE

W. Scott Collier, President
Toronto Parking Authority

ATTACHMENTS

Attachment 1 – EV Charging Equipment Purchase Agreements with FLO and ChargePoint
Attachment 2 – Draft Amending Agreements

ATTACHMENT 1 – EV CHARGING EQUIPMENT PURCHASE AGREEMENTS WITH FLO AND CHARGEPOINT

ChargePoint

THIS PURCHASE AGREEMENT dated February 28, 2023

BETWEEN:

TORONTO PARKING AUTHORITY

(referred to as the "Purchaser")

AND:

CHARGEPOINT, INC.

(referred to as the "Supplier")

WHEREAS, the Purchaser is a member of Kinetic GPO ("Kinetic"), a cooperative purchasing organization established for the broader Canadian public sector and Municipalities, Academic Institutions, Schools and Hospitals;

AND WHEREAS, Kinetic GPO Inc. and the Supplier have entered into an agreement to establish Standing Offer RFSO 20-57 Electrical Vehicle Charging Stations and Services **(the** "Deliverables"**) for the supply of the Deliverables by the Supplier to Kinetic's** members (the (Master Agreement"), attached to this Purchase Agreement as Appendix B;

AND WHEREAS, the Supplier has agreed to provide the particular Deliverables described herein to the Purchaser pursuant to the terms of the Master Agreement and the terms set out below, for goods and services required by the Toronto Parking Authority on an as needed basis, in accordance with the Master Agreement and the Supplier's Response attached to this Purchase Agreement as Appendix C, as amended by Appendices A and D;

NOW THEREFORE, the parties agree as follows:

Article 1 – Terms and Conditions

This Purchase Agreement is made pursuant to the Master Agreement and is governed by the terms and conditions contained herein, including Appendices A and D of this Purchase Agreement, and the Master Agreement Terms and Conditions set out in the Master Agreement.

The following appendices are incorporated into and form part of this Purchase Agreement:

Appendix A – Deliverables and Additional Contract Terms
Appendix B – Master Agreement
Appendix C – Supplier's Response
Appendix D – Pricing Amendments

In the event of any ambiguity, conflict or inconsistency between the Master Agreement, and this Purchase Agreement, including Appendices A and D, the terms and conditions expressly set out in this Purchase Agreement, including Appendices A and D, shall take precedence.

Article 2 - **Term of Purchase Agreement**

This Purchase Agreement shall take effect on the date of last signature below (the **"Effective Date") and shall be in effect for a period** expiring on December 31, 2024 (the **"Term"), unless it is terminated earlier in accordance with the terms of the Purchase** Agreement or otherwise by operation of law.

If the Master Agreement expires or is terminated prior to the expiration or termination of this Purchase Agreement, this Purchase Agreement shall also expire or terminate.

Article 3 – Representatives

The Supplier Representative and Purchaser Representative shall represent the respective parties for the purposes of the Purchase Agreement:

The Purchaser Representative and contact information for the Purchase Agreement is:

Toronto Parking Authority
33 Queen Street East
Toronto, ON M5C 1R5
Attn: Director – Business Development and Partnerships

The Supplier Representative and contact information for the Purchase Agreement is:

ChargePoint, Inc.
240 E Hacienda Avenue
Campbell CA 95008
Attn: Channel Sales - Canada

Article 4 – Performance and Payment

The Supplier agrees to provide the Deliverables to the Purchaser as described in the Master Agreement and as more particularly specified in Appendices A and D to this Purchase Agreement for goods and services required by the Toronto Parking Authority on an as needed basis at a total cost not to exceed the Rates as more particularly specified in Appendix D. The Supplier will invoice the Purchaser for the Deliverables provided under this Purchase Agreement in accordance with the payment terms set out in Appendix A.

The Supplier and Purchaser acknowledge that Kinetic shall not be responsible for the payment of any Deliverables or for any liability arising out of the provision of the Deliverables or failure to provide any Deliverables.

Article 5 - Execution

This Purchase Agreement may be executed in counterpart and may be executed by electronic signature that is received by the Purchaser in a file format acceptable to the Purchaser. Such electronic signature shall be deemed to be an original signature for the purpose of this Purchase Agreement with the same legal effect as an original signature.

WHEREAS the parties hereto have executed this Purchase Agreement.

TORONTO PARKING AUTHORITY

Signature: ____________________

Name: W. Scott Collier

Title: President

I have the authority to bind the Toronto Parking Authority.

CHARGEPOINT, INC.

Signature: DocuSigned by: Henrik Gerdes

Name: Henrik Gerdes

Title: Chief Accounting Officer, ChargePoint Inc.

I have authority to bind the Corporation.

APPENDIX A
DELIVERABLES AND ADDITIONAL CONTRACT TERMS

A. Description of Deliverables

For the non-exclusive supply of Electrical Vehicle Charging Stations and Services as established in RFSO 20-**57 (the "Deliverables") to** the Purchaser.

B. Rates and Disbursements

Pricing for goods and services required by the Toronto Parking Authority on an as needed basis to be as per Appendix C as amended by Appendix D.

Pricing for all Deliverables shall be fixed until July 15, 2023. Thereafter, pricing shall increase by an amount equal to the Bank of Canada Consumer Price Index set forth in the following link: *https://www.bankofcanada.ca/rates/price-indexes/cpi/*. Note: there is a minimum increase of 4% regardless of the Bank of Canada published rate on July 16, 2023.

C. Summary and Detailed Usage Reports

In addition to other reports that may be required, the Supplier shall provide the Purchaser the following reports for purchases made directly with Supplier.

a. Summary Sales Data. The Supplier shall submit quarterly sales reports directly to the City. All sales made under this Purchase Agreement shall be reported by the Supplier based on the amount sold to each Division of the Purchaser. The Supplier shall supply a report even if the Purchaser makes no purchases during a calendar quarter Reports shall be due no later than thirty (30) days following the end of the calendar quarter.

b. Detailed Sales Data. The Supplier shall also report detailed sales data by: (1) each Division of the Purchaser making the purchases; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Purchaser no later than thirty (30) days after the end of each quarterly reporting period. Reports shall be delivered to the Purchaser electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Purchaser.

D. Payment Terms

1) Invoice/Billing Requirements

To assist in prompt payment, it is essential that all required billing information is provided on the invoice submitted to the Purchaser. If billing information is missing from an invoice it **will not be accepted.**

It is the Supplier's responsibility to submit accurate invoices for goods /services delivered to the Purchaser's divisions. If an inaccurate invoice (ie: but not limited to, pricing, quantity or services provided) is submitted, the Supplier will be requested to issue a credit note and submit a new invoice. If the invoice in question offered an early payment discount, the re-issue date of the new invoice will be used to calculate the early payment discount terms.

2) Electronic Invoices:

Hard copies of invoices will not be accepted. To support an electronic payable environment, Toronto Parking Authority Accounts Payable unit only accepts electronic invoices submitted via email to accountspayable@greenpparking.com Electronic invoices submitted must be in a PDF format with either single or multiple invoice(s) per attachment.

Note: Do not send statements or past due invoices to this email address, only current invoices will be accepted. If you have any questions regarding this process, please contact AP Customer Service at 416 393 7302.

3) Invoice/s submitted to the Purchaser must have complete ship to information including:

I. Name of City Division,
II. **The City Division's contact name and phone number (the person** ordering or picking up the goods and/or services),
III. Delivery location of goods and/or services (excluding pick-up order),
IV. Purchasing document information on the invoice (blanket contract number, contract release order number (CRO) purchase order (PO) or Divisional Purchase Order (DPO) must be clearly indicated on the invoice,
V. Complete "Remit To" address is required on all submitted vendor invoices.

A purchasing document number must be provided by TPA at time of order for goods or services.

4) City purchases with the use of a credit card/PCard, are NOT to be sent to Corporate Accounts Payable. These invoices are considered paid.

5) **The Supplier is encouraged to provide packing slips and/or goods receipt confirmations directly to the ordering Division for goods/services delivered.**

6) **The Supplier must provide backup documentation directly to the ordering Division, not Corporate Accounts Payable.**

E. Supplementary Terms and Conditions

1) Fair Wage Policy

The Supplier shall comply with the requirements of the City of Toronto's Fair Wage and other policies applicable to the Purchaser's vendors.

2) Independent Contractor

The Supplier and the Purchaser agree and acknowledge that the relationship between the Purchaser and the Supplier is one of owner and independent contractor and not one of employer-employee. Neither is there any intention to create a partnership, joint venture or joint enterprise between the Supplier and the Purchaser.

3) Accessibility Standards

a) The Supplier will work in good faith with the AODA on how to comply with the applicable accessibility requirements of the Accessibility for Ontarians with Disabilities Act, 2005.

4) Occupational Health and Safety

a) The Supplier shall comply with all federal, provincial or municipal occupational health and safety legislative requirements, including, and without limitation, the *Occupational Health and Safety Act*, R.S.O., 1990 c.0.1 and all regulations thereunder, as amended from time to time (collectively the "OHSA").

b) Nothing in this section shall be construed as making the Purchaser the "employer" (as defined in the OHSA) of any workers employed or engaged by the Supplier for the Deliverables, either instead of or jointly with the Supplier.

c) The Supplier agrees that it will ensure that all subcontractors engaged by it are qualified to perform the Deliverables and that the employees of subcontractors are trained in the health and safety hazards expected to be encountered in Deliverables.

d) The Supplier acknowledges and represents that:

i. The workers employed to carry out the Deliverables have been provided with training in the hazards of the Deliverables to be performed and possess the knowledge and skills to allow them to work safely;

ii. The Supplier has provided, and will provide during the course of the agreement, all necessary personal protective equipment for the protection of workers;

iii. The Supplier's supervisory employees are competent, as defined in the OHSA, and will carry out their duties in a diligent and responsible manner with due consideration for the health and safety of workers;

iv. The Supplier has in place an occupational health and safety, workplace violence and workplace harassment policies in accordance with the OHSA; and

v. The Supplier has a process in place to ensure that health and safety issues are identified and addressed and a process in place for reporting work-related injuries and illnesses.

e) The Supplier shall provide, at the request of the Director, Parks, Forestry & Recreation or his designate, the following as proof of the representations made in paragraph d(i) and d(iv):

i. documentation regarding the training programs provided or to be provided during the Deliverables (i.e. types of training, frequency of training and re-training); and

ii. the occupational health and safety policy.

f) The Supplier shall immediately advise the Director, Parks, Forestry & Recreation or his designate in the event of any of the following:

i. A critical injury that arises out of the Deliverables that are the subject of this Purchase Agreement;

ii. An order(s) is issued to the Supplier by the Ministry of Labour arising out of the Deliverables that are the subject of this Purchase Agreement;

iii. A charge is laid or a conviction is entered arising out of the Deliverables that are the subject of this Purchase Agreement, including but not limited to a charge or conviction under the OHSA, the *Criminal Code*, R.S.C 1985, c. C-46, as amended and the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, Sched. A, as amended.

g) The Supplier shall be responsible for any delay in the progress of the supply, delivery and installation of labor for preventative, predictive, repair, replacement and on-demand repair of Ammonia Refrigeration Systems as a result of any violation or alleged violation of any federal, provincial or municipal health and safety requirement by the Supplier, it being understood that no such delay shall be a force majeure or uncontrollable circumstance for the purposes of extending the time for performance of the Deliverables or entitling the Supplier to additional compensation, and the Supplier shall take all necessary steps to avoid delay in the final completion of the Deliverables without additional cost to the Purchaser.

h) The parties acknowledge and agree that employees of the Purchaser, including senior officers, have no authority to direct, and will not direct, how employees, workers or other persons employed or engaged by the Supplier do work or perform a task that is the subject of this Purchase Agreement.

5) COVID-19 Vaccination Policy Requirement

a) The Supplier shall ensure that all of its Personnel and subcontractors, who have been assigned to perform any services under the Agreement, are fully vaccinated with a COVID-19 vaccine, prior to commencing such services. This requirement is in compliance with the Purchaser's COVID-19: Vaccination Policy for Contractors and shall be in addition to any other Purchaser division-specific policies regarding COVID-19 vaccination or under regulations, legislation or guidelines applicable to them. For more information, refer to the COVID-19: Vaccination Policy for Contractors [https://www.toronto.ca/city-government/accountability-operations-customer-service/city-administration/corporate-policies/people-equity-policies/covid-19-vaccination-policy-for-contractors/]

b) Prior to providing the Deliverables under the Agreement, the Supplier shall submit to the Purchaser an attestation in the form provided by the Purchaser confirming that all of the Supplier's Personnel and subcontractors assigned to provide the Deliverables under the Agreement have been fully vaccinated with a COVID-19 vaccine. In the event of a proposed change in the Supplier's personnel and subcontractors assigned to perform the services under the Agreement, the Supplier shall submit an updated statutory declaration confirming that all of the personnel and subcontractors they proposes to assign to the services have been fully vaccinated with a COVID-19 vaccine, prior to providing the Deliverables.

APPENDIX B

Master Agreement for RFSO 20-57 Electrical Vehicle Charging Stations and Services.

The parties agree that the Supplier's Master Agreement with Kinetic GPO Inc. with respect to RFSO 20-57 Electrical Vehicle Charging Stations and Services is incorporated by reference into this Purchase Agreement.

DS
HG

Supplier's Initials

APPENDIX C
Supplier's Response

The parties agree that the Supplier's Response to RFSO 20-57 Electrical Vehicle Charging Stations and Services is incorporated by reference into this Purchase Agreement, except for the Market Based Pricing Form, which has incorporated by reference with respect with such amendments as included in Appendix D attached to this Purchase Agreement.

DS
HG
Supplier's Initials

APPENDIX D
Pricing Sheet to July 15, 2023

Charging Station Pricing Sheet

*All Stations Require At Least One Cellular Gateway Within 150 feet line of sight. Max 10 Stations Per Gateway. Stand alone gateways for CPF50 are found on Accessories page. CT4000 Must Be Ordered With Integral Gateways As Required. Integral gateways provided in all CPE products.
** Freight cost, Duties and applicable taxes added at time of invoicing

Product Family: CT4000

Model Number		Mounting Type	Port Output	Cord Length	Cord Management?	List Price	Contract Price (*Does not include freight)
CT4011-GW1	Level 2 / Commercial/Workplace Mixed Use	Bollard Mount	Single / J1772	18 foot cable	With Cord Management	$7,775	$6,220
CT4013-GW1	Level 2 / Commercial/Workplace Mixed Use	Wall Mount	Single / J1772	18 foot cable	With Cord Management	$7,775	$6,220
CT4021-GW1	Level 2 / Commercial/Workplace Mixed Use	Bollard Mount	Dual / J1772	18 foot cable	With Cord Management	$10,830	$9,206
CT4023-GW1	Level 2 / Commercial/Workplace Mixed Use	Wall Mount	Dual / J1772	18 foot cable	With Cord Management	$10,830	$9,206
CT4025-GW1	Level 2 / Commercial/Workplace Mixed Use	Bollard Mount	Dual / J1772	23 foot cable	With Cord Management	$12,105	$10,289
CT4027-GW1	Level 2 / Commercial/Workplace Mixed Use	Wall Mount	Dual / J1772	23 foot cable	With Cord Management	$12,105	$10,289

Product Family: CPF50 Fleet Use Only

Model Number	Level / Application	Mounting Type	Port Output	Cord Length	Cord Management?	List Price	Contract Price (*Does not include freight)
CPF50-L18	Level 2 / Fleet Use Only	Wall Mount	Single / J1772	18 foot cable	No Cord Management	$2,545	$2,291
CPF50-L23	Level 2 / Fleet Use Only	Wall Mount	Single / J1772	23 foot cable	No Cord Management	$2,645	$2,381
CPF50-L18-PEDMNT	Level 2 / Fleet Use Only	Bollard Mount	Single / J1772	18 foot cable	No Cord Management	$4,240	$3,816
CPF50-L23-PEDMNT	Level 2 / Fleet Use Only	Bollard Mount	Single / J1772	23 foot cable	No Cord Management	$4,335	$3,902
CPF50-L18-PEDMNT-CMK6	Level 2 / Fleet Use Only	Bollard Mount	Single / J1772	18 foot cable	With Cord Management	$5,310	$4,779
CPF50-L23-PEDMNT-CMK8	Level 2 / Fleet Use Only	Bollard Mount	Single / J1772	23 foot cable	With Cord Management	$6,405	$5,765
CPF50-L18 WALLMNT-CMK6	Level 2 / Fleet Use Only	Wall Mount	Single / J1772	18 foot cable	With Cord Management	$4,465	$4,019
CPF50-L23 WALLMNT-CMK8	Level 2 / Fleet Use Only	Wall Mount	Single / J1772	23 foot cable	With Cord Management	$5,550	$4,995
CPF50-L18-PEDMNT- Dual	Level 2 / Fleet Use Only	Bollard Mount	Dual / J1772	18 foot cable	No Cord Management	$6,405	$5,765
CPF50-L23-PEDMNT-Dual	Level 2 / Fleet Use Only	Bollard Mount	Dual / J1772	23 foot cable	No Cord Management	$6,565	$5,909
CPF50-L18-PEDMNT-CMK6-Dual	Level 2 / Fleet Use Only	Bollard Mount	Dual / J1772	18 foot cable	With Cord Management	$7,895	$7,106
CPF50-L23-PEDMNT-CMK8-Dual	Level 2 / Fleet Use Only	Bollard Mount	Dual / J1772	23 foot cable	With Cord Management	$9,055	$8,150

Product Family: CPE250

Model Number		Mounting Type	Port Output	Cord Length	Cord Management?	List Price	Contract Price (*Does not include freight)
CPE250C-625-CCS1-CHD	Up to 62.5 KW DC Fast Charge / Fast Charge	Bollard Mount	Dual / CCS-Combo & CHAdeMO, Single user	12.5 foot cable	With Cord Management	$62,450	$59,328

Product Family: CP6000

Model Number		Mounting Type	Port Output	Cord Length	Cord Management?	List Price	Contract Price (*Does not include freight)
CP6011X-80A-L7	Level 2 / Fleet Use	Bollard Mount	Single / J1772 - 80Amp	23 foot cable	With Cord Management		$8,755
CP6013X-80A-L7	Level 2 / Fleet Use	Wall Mount	Single / J1772 - 80Amp	23 foot cable	With Cord Management		$8,755
CP6021X-80A-L7	Level 2 / Fleet Use	Bollard Mount	Dual / J1772 - 80Amp	23 foot cable	With Cord Management		$13,685
CP6023X-80A-L7	Level 2 / Fleet Use	Wall Mount	Dual / J1772 - 80Amp	23 foot cable	With Cord Management		$13,685
CP6021B-80A-L5.5	Level 2 / Commercial/Workplace Mixed Use	Bollard Mount	Dual / J1772 - 80Amp	18 foot cable	With Cord Management		$13,685
CP6023B-80A-L5.5	Level 2 / Commercial/Workplace Mixed Use	Wall Mount	Dual / J1772 - 80Amp	18 foot cable	With Cord Management		$13,685

Network Services Pricing Sheet

* All Network Services require Initial Activation Services (see below)
** Freight cost, Duties and applicable taxes added at time of invoicing

Applicable Station	Model Number	List Price Per Port	Contract Price Per Port	Subscription Term	Product Description
CT4000 - CP6000	CPCLD-COMMERCIAL-1	$295	$280	1 Year	Prepaid Commercial Cloud Plans. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Fleet Access Control, Valet Dashboard, Power Management (Circuit, Panel, Site Sharing), Scheduled Charging, Driver Access Control, Pricing and Automatic Funds Collection, Waitlist, Videos (on supported hardware).
CT4000 - CP6000	CPCLD-COMMERCIAL-2	$525	$499	2 Years	
CT4000 - CP6000	CPCLD-COMMERCIAL-3	$740	$703	3 Years	
CT4000 - CP6000	CPCLD-COMMERCIAL-4	$955	$907	4 Years	
CT4000 - CP6000	CPCLD-COMMERCIAL-5	$1,160	$1,102	5 Years	
CT4000 - CP6000	CPCLD-ENTERPRISE-1	$480	$456	1 year	Prepaid Enterprise Cloud Plans. 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, Time of Use-varying Power Management (Circuit, Panel, Site Sharing), Scheduled Charging, Driver Access Control, Pricing and Automatic Funds Collection, Waitlist, Videos (on supported hardware), Meter Data and Advanced Analytics, Building/Energy Management System API, Plug-n-charge (*), Real-Time DC Dynamic Power Management (*), Occupancy Detection (*), Predictive Maintenance and Diagnostics (*). (*) on supported DC stations.
CT4000 - CP6000	CPCLD-ENTERPRISE-2	$860	$817	2 year	
CT4000 - CP6000	CPCLD-ENTERPRISE-3	$1,210	$1,150	3 year	
CT4000 - CP6000	CPCLD-ENTERPRISE-4	$1,560	$1,482	4 year	
CT4000 - CP6000	CPCLD-ENTERPRISE-5	$1,895	$1,800	5 year	
CPF50	CPCLD-POWER-1	$210	$200	1 Year	Prepaid Power Cloud Plans for Fleets. 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.
CPF50	CPCLD-POWER-2	$375	$356	2 Year	
CPF50	CPCLD-POWER-3	$530	$504	3 Year	
CPF50	CPCLD-POWER-4	$685	$651	4 Year	
CPF50	CPCLD-POWER-5	$830	$789	5 Year	
CPE250	CPCLD-ENTERPRISE-DC-1	$960	$864	1 Year	Prepaid, DC, Enterprise Cloud Plan. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Fleet Access Control, Valet Dashboard, Time of Use-varying Power Management (Circuit, Panel, Site Sharing), Scheduled Charging, Driver Access Control, Pricing and Automatic Funds Collection, Waitlist, Videos (on supported hardware), Meter Data and Advanced Analytics, Building/Energy Management System API, Plug-n-charge (*), Real-Time DC Dynamic Power Management (*), Occupancy Detection (*), Predictive Maintenance and Diagnostics (*). (*) on supported DC stations.
CPE250	CPCLD-ENTERPRISE-DC-2	$1,714	$1,543	2 Years	
CPE250	CPCLD-ENTERPRISE-DC-3	$2,418	$2,177	3 Years	
CPE250	CPCLD-ENTERPRISE-DC-4	$3,120	$2,808	4 Years	
CPE250	CPCLD-ENTERPRISE-DC-5	$3,788	$3,410	5 Years	

**All Network Services require Initial Activation Services

Activation Services

Applicable Stations	Product Name	List Price	Contract Price	Product Description
CPF50	CPF-ACTIVE	$125 per station	$125 per station	Fleet Application Only - Initial Station Activation & Configuration Service - Activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per port.
CT4000, CP6000, CPEXXX	CPSUPPORT-ACTIVE	$395 per station	$395 per station	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.

Assure Maintenance Pricing Sheet

* All Assure plans require successful Site Validation (see below)
** Freight cost, Duties and applicable taxes added at time of invoicing

Applicable Stations	Model Number	List Price Per Station	Contract Price Per Station	Plan Term	Product Description
CT4000	CT4000-ASSURE1	$980	$931	1 prepaid year of Assure	
CT4000	CT4000-ASSURE2	$1,865	$1,772	2 prepaid years of Assure	ChargePoint Assure for the CT4000. Parts and On-Site Labor to repair or replace any manufacturing defect.
CT4000	CT4000-ASSURE3	$2,730	$2,594	3 prepaid years of Assure	Includes station management, remote monitoring of station and proactive repair dispatch. A successful
CT4000	CT4000-ASSURE4	$3,255	$3,092	4 prepaid years of Assure	Site Validation is required to activate any ChargePoint Assure product.
CT4000	CT4000-ASSURE5	$3,300	$3,135	5 prepaid years of Assure	

Applicable Stations	Model Number	List Price Per Port (x2 for dual port stations)	Contract Price Per Port (x2 for dual port stations)	Plan Term	Product Description
CPF50	CPF-ASSURE1	$265	$252	1 prepaid year of Assure	
CPF50	CPF-ASSURE2	$460	$437	2 prepaid years of Assure	ChargePoint Assure for CPF50. Parts and On-Site Labor to repair or replace any manufacturing defect.
CPF50	CPF-ASSURE3	$670	$637	3 prepaid years of Assure	Includes station management, remote monitoring of station and proactive repair dispatch. A successful
CPF50	CPF-ASSURE4	$865	$822	4 prepaid years of Assure	Site Validation is required to activate any ChargePoint Assure product.
CPF50	CPF-ASSURE5	$885	$841	5 prepaid years of Assure	

Applicable Stations	Model Number	List Price per station	Contract Price Per station	Plan Term	Product Description
CPE250	EXPRESS-ASSURE1	$5,555	$5,277	1 prepaid year of Assure	
CPE250	EXPRESS-ASSURE2	$10,585	$10,056	2 prepaid years of Assure	ChargePoint Assure for ChargePoint Express 250. Parts and On-Site Labor to repair or replace any
CPE250	EXPRESS-ASSURE3	$14,685	$13,951	3 prepaid years of Assure	manufacturing defect. Includes station management, remote monitoring of station and proactive repair
CPE250	EXPRESS-ASSURE4	$17,995	$17,095	4 prepaid years of Assure	dispatch. A successful Site Validation is required to activate any ChargePoint Assure product.
CPE250	EXPRESS-ASSURE5	$20,505	$19,480	5 prepaid years of Assure	

Applicable Stations	Model Number	List Price Per Station	Contract Price Per Station	Plan Term	Product Description
CP6000	CP6000-ASSURE1	$775	$775	1 prepaid year of Assure	ChargePoint Assure for the CT4000. Parts and On-Site Labor to repair or replace any manufacturing defect.
CP6000	CP6000-ASSURE3	$2,155	$2,155	3 prepaid years of Assure	Includes station management, remote monitoring of station and proactive repair dispatch. A successful
CP6000	CP6000-ASSURE5	$3,310	$3,145	5 prepaid years of Assure	Site Validation is required to activate any ChargePoint Assure product.

Validation Services

* All Assure plans require successful Site Validation

Applicable Stations	Product Name	List Price	Contract Price	Product Description
All Stations Except CPE250	CPSUPPORT-SITEVALID	$750 per site	$713 per site	On-site validation for a customer not using an O&M Partner or self-validating Channel Partner to perform the construction and station installation: used to validate the installation has been performed per ChargePoint published requirements. The on-site validation consists of checking electrical capacity, transformers, panels, breakers, wiring, cellular coverage, and that the station installation meets all ChargePoint published requirements and local codes. A site is defined as a group of stations that are installed within 150 feet of each other. A successful Site Validation is a prerequisite to purchase ChargePoint Assure. CPSUPPORT-SITEVALID is priced for up to 5 stations that exist within the same 150 feet group of stations.
CT4000	CT4000-INSTALLVALID	$1,500 per station	$1,500 per station	Customer works with their own contractor to perform the all construction to the point where the stations can be bolted down and connected. ChargePoint will engage one of their O&M Partners to install the station on the prepared site and validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that station installation meets all ChargePoint published requirements and local codes. CT4000-INSTALLVALID is priced per CT4000 station. Upon successful Site Validation, your standard first year warranty will be upgraded to Assure.
CPE250	CPE250-COMMISSIONING	$1100 per station	$1100 per station	Site Validation is a service to validate that a customer installation has been performed per ChargePoint published requirements. Customer works with their own contractor to perform the construction and station installation. The service includes the on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that the station installation meets all ChargePoint published requirements and local codes. Site Validation services are required when the customer is not using an O&M Partner or self-validating Channel Partner to install their stations. Note, a failed Site Validation will incur a second validation fee to repeat the validation after the site deficiencies are corrected. A successful Site Validation is a prerequisite to purchase any ChargePoint Maintenance Plan. For CPE250 stations, pricing is on a per station basis. Available for
CPF50	CPF-INSTALLVALID	$1,597 per station	$1,597 per station	Customer works with their own contractor to perform the all construction to the point where the stations can be bolted down and connected. ChargePoint will engage one of their O&M Partners to install the station on the prepared site and validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that station installation meets all ChargePoint published requirements and local codes. A successful Site Validation is a prerequisite to purchase ChargePoint Assure. INSTALLVALID is priced per station. CPFXX Dual stations require one INSTALLVALID per dual station.
All Stations	PARTNER-SELFVALID	$0 per site	$0 per site	Customer works directly with a self-validating Channel Partner where the Channel Partner will be performing all construction and station installation services. These services include on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that the station installation meets all ChargePoint published requirements and local codes. A site is defined as a group of stations all connected to the same gateway station. The name of the self-validating partner must be indicated on the Channel Partner's purchase order. Enhanced Assure Warranty will only become effective after the self-validating Partner has confirmed completion of the site validation. A successful Site Validation is a prerequisite to purchase ChargePoint Assure.

Accessories Pricing Sheet

* Freight cost, Duties and applicable taxes added at time of invoicing

Applicable Station	Model Number	List Price Each	Contract Price Each	Product Description
CPF50	CPGW1-LTE	$0	$0	The ChargePoint Gateway provides connectivity for CPF25 and CPF50 to ChargePoint's Cloud via a cell to Wi-Fi modem. One gateway can provide connectivity up-to 9 CPF25/CPF50 ports that are within 150 feet line of sight of the gateway. A gateway must be ordered for a new site, or if the site exceeds more than 9 ports, or if the CPF25/CPF50 is installed more than 150 feet from the existing gateway.
CPF25	CPF25-Power Share Kit	$0	$0	CPF25 Power Management Kit. Allows both stations on a dual station to share a single 40A circuit (Power Share). Also allows a CPF25 to be set up to operate at a lower current (Power Select).
CT4000	CT4000-PMGMT	$65	$65	CT4000 Power Management Kit. Allows both ports on a dual port station to share a single 40A circuit (Power Share). Also allows a CT4000 to be set up to operate at a lower current (Power Select).
CT4000	CT4001-CCM	$140	$140	CT4000 Bollard Concrete Mounting Kit. Bolts: 5/8 - 11 x 9" F1554 Grade 55 hot-dipped galvanized threaded bolts - 3 ea. Nuts: 5/8 - Heavy Galvanized Hex Nuts (DH Rated) - 12 ea. Washers: Galvanized Washers (ASTM F436) - 9 ea. Plastic Template - 1 ea
CPE250 and Plus	CPE250-CMT-METRIC	$0	$0	Concrete Mounting Template used for the base mounting for the CPE250 and Express Plus Stations and is used to align conduits and mounting bolts. This template is to be installed into the foundation before the concrete pad is poured. Imperial Units. Included with the CPE250. Required for CPE200 swap to CPE250. If replacement CMT is needed, order CPE250-CMT-IMPERIAL-RP
CPE250	CPE250-PAIRINGKIT-F	$850	$8,500	The kit required for each CPE250 station that is to be installed in a paired configuration. One kit per station.

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THIS PURCHASE AGREEMENT dated December 30, 2022

BETWEEN:

TORONTO PARKING AUTHORITY

(referred to as the "Purchaser")

AND:

SERVICES FLO INC.

(referred to as the "Supplier")

WHEREAS, the Purchaser is a member of Kinetic GPO ("Kinetic"), a cooperative purchasing organization established for the broader Canadian public sector and Municipalities, Academic Institutions, Schools and Hospitals;

AND WHEREAS, Kinetic GPO Inc. and the Supplier have entered into an agreement to establish Standing Offer RFSO 20-57 Electrical Vehicle Charging Stations and Services (the "Deliverables") for the supply of the Deliverables by the Supplier to Kinetic's members (the (Master Agreement"), attached to this Purchase Agreement as Appendix B;

AND WHEREAS, the Supplier has agreed to provide the particular Deliverables described herein to the Purchaser pursuant to the terms of the Master Agreement and the terms set out below, for goods and services required by the Toronto Parking Authority on an as needed basis, in accordance with the Master Agreement and the Supplier's Response attached to this Purchase Agreement as Appendix C, as amended by Appendices A and D;

NOW THEREFORE, the parties agree as follows:

Article 1 – Terms and Conditions

This Purchase Agreement is made pursuant to the Master Agreement and is governed by the terms and conditions contained herein, including Appendices A and D of this Purchase Agreement, and the Master Agreement Terms and Conditions set out in the Master Agreement.

The following appendices are incorporated into and form part of this Purchase Agreement:

Appendix A – Deliverables and Additional Contract Terms
Appendix B – Master Agreement
Appendix C – Supplier's Response
Appendix D – Pricing Amendments
In the event of any ambiguity, conflict or inconsistency between the Master Agreement, and this Purchase Agreement, including Appendices A and D, the terms and conditions expressly set out in this Purchase Agreement, including Appendices A and D, shall take precedence.

Article 2 - Term of Purchase Agreement

This Purchase Agreement shall take effect on the date of last signature below (the "Effective Date") and shall be in effect for a period expiring on December 31, 2024 (the "Term"), unless it is terminated earlier in accordance with the terms of the Purchase Agreement or otherwise by operation of law.

If the Master Agreement expires or is terminated prior to the expiration or termination of this Purchase Agreement, this Purchase Agreement shall also expire or terminate.

Article 3 – Representatives

The Supplier Representative and Purchaser Representative shall represent the respective parties for the purposes of the Purchase Agreement:

The Purchaser Representative and contact information for the Purchase Agreement is:

Toronto Parking Authority
33 Queen Street East
Toronto, ON M5C 1R5
Attn: Director – Business Development and Partnerships

The Supplier Representative and contact information for the Purchase Agreement is:

Services FLO Inc.
Suite 100, 2800 Rue Louis-Lumière
Québec City, QC G1P 0A4
Attn: Alan Czechowski

Article 4 – Performance and Payment

The Supplier agrees to provide the Deliverables to the Purchaser as described in the Master Agreement and as more particularly specified in Appendices A and D to this Purchase Agreement for goods and services required by the Toronto Parking Authority on an as needed basis and at a total cost not to exceed the Rates as more particularly specified in Appendix D. The Supplier will invoice the Purchaser for the Deliverables provided under this Purchase Agreement in accordance with the payment terms set out in Appendix A.

The Supplier and Purchaser acknowledge that Kinetic shall not be responsible for the payment of any Deliverables or for any liability arising out of the provision of the Deliverables or failure to provide any Deliverables.

Article 5 - Execution

This Purchase Agreement may be executed in counterpart and may be executed by electronic signature that is received by the Purchaser in a file format acceptable to the Purchaser. Such electronic signature shall be deemed to be an original signature for the purpose of this Purchase Agreement with the same legal effect as an original signature.

WHEREAS the parties hereto have executed this Purchase Agreement.

TORONTO PARKING AUTHORITY

Signature: ______________________

Name: ______________________

Title: ______________________

I have the authority to bind the Toronto Parking Authority.

SERVICES FLO INC.

Signed: 1/16/2023

Signature: ______________________

Name: Alexandre Louis

Title: Chief Revenue Officer

I have authority to bind the Corporation.

APPENDIX A
DELIVERABLES AND ADDITIONAL CONTRACT TERMS

A. Description of Deliverables

For the non-exclusive supply of Electrical Vehicle Charging Stations and Services as established in RFSO 20-57 (the "Deliverables") to the Purchaser.

B. Rates and Disbursements

Pricing for goods and services required by the Toronto Parking Authority on an as needed basis to be as per Appendix C as amended by Appendix D.

Pricing for all Deliverables shall be fixed until July 15, 2023. Thereafter, pricing shall increase by an amount equal to the Bank of Canada Consumer Price Index set forth in the following link: *https://www.bankofcanada.ca/rates/price-indexes/cpi/*. Note: there is a minimum increase of 4% regardless of the Bank of Canada published rate on July 16, 2023.

C. Summary and Detailed Usage Reports

In addition to other reports that may be required, the Supplier shall provide the Purchaser the following reports.

a. Summary Sales Data. The Supplier shall submit quarterly sales reports directly to the City. All sales made under this Purchase Agreement shall be reported by the Supplier based on the amount sold to each Division of the Purchaser. The Supplier shall supply a report even if the Purchaser makes no purchases during a calendar quarter Reports shall be due no later than thirty (30) days following the end of the calendar quarter.

D. Payment Terms

1) Invoice/Billing Requirements

To assist in prompt payment, it is essential that all required billing information is provided on the invoice submitted to the Purchaser. If billing information is missing from an invoice it **will not be accepted.**

It is the Supplier's responsibility to submit accurate invoices for goods /services delivered to the Purchaser's divisions. If an inaccurate invoice (ie: but not limited to, pricing, quantity or services provided) is submitted, the Supplier will be requested to issue a credit note and submit a new invoice. If the invoice in question offered an early payment discount, the re-issue date of the new invoice will be used to calculate the early payment discount terms.

2) Electronic Invoices:

Hard copies of invoices will not be accepted. To support an electronic payable environment, Toronto Parking Authority Accounts Payable unit only accepts electronic invoices submitted via email to accountspayable@greenpparking.com Electronic invoices submitted must be in a PDF format with either single or multiple invoice(s) per attachment.

Note: Do not send statements or past due invoices to this email address, only current invoices will be accepted. If you have any questions regarding this process, please contact AP Customer Service at 416 393 7302.

3) Invoice/s submitted to the Purchaser must have complete ship to information including:

I. Name of City Division,
II. The City Division's contact name and phone number (the person ordering or picking up the goods and/or services),
III. Delivery location of goods and/or services (excluding pick-up order),
IV. Purchasing document information on the invoice (blanket contract number, contract release order number (CRO) purchase order (PO) or Divisional Purchase Order (DPO) must be clearly indicated on the invoice,
V. Complete "Remit To" address is required on all submitted vendor invoices.

A purchasing document number must be provided by TPA at time of order for goods or services.

4) TPA purchases with the use of a credit card/PCard, are NOT to be sent to Corporate Accounts Payable. These invoices are considered paid.

5) **The Supplier is encouraged to provide packing slips and/or goods receipt confirmations directly to the ordering Division for goods/services delivered.**

6) **The Supplier must provide backup documentation directly to the ordering Division, not Corporate Accounts Payable.**

E. Supplementary Terms and Conditions

1) Fair Wage Policy

The Supplier shall comply with the requirements of the City of Toronto's Fair Wage and other policies applicable to the Purchaser's vendors.

2) Independent Contractor

The Supplier and the Purchaser agree and acknowledge that the relationship between the Purchaser and the Supplier is one of owner and independent contractor and not one of employer-employee. Neither is there any intention to create a partnership, joint venture or joint enterprise between the Supplier and the Purchaser.

3) Accessibility Standards for Customer Service Training Requirements

a. The Supplier must ensure that all deliverables conform to the requirements of the Accessibility for Ontarians with Disabilities Act, 2005.

b. The Supplier shall require all applicable personnel (including those of its subcontractors) to fulfill the training requirements set out in the Purchaser's policy on Accessible Customer Service Training Requirements for Contractors, Consultants and other Services Providers. For a copy of the Purchaser's requirements, visit the website at

https://www.toronto.ca/business-economy/doing-business-with-the-city/understand-the-procurement-process/purchasing-policies-legislation/accessible-customer-service-training-requirements/

4) Occupational Health and Safety

a. The Supplier shall comply with all federal, provincial or municipal occupational health and safety legislative requirements, including, and without limitation, the *Occupational Health and Safety Act*, R.S.O., 1990 c.0.1 and all regulations thereunder, as amended from time to time (collectively the "OHSA").

b. Nothing in this section shall be construed as making the Purchaser the "employer" (as defined in the OHSA) of any workers employed or engaged by the Supplier for the Deliverables, either instead of or jointly with the Supplier.

Code, R.S.C 1985, c. C-46, as amended and the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, Sched. A, as amended.

g. The Supplier shall be responsible for any delay in the progress of the supply, delivery and installation of labor for preventative, predictive, repair, replacement and on-demand repair of Ammonia Refrigeration Systems as a result of any violation or alleged violation of any federal, provincial or municipal health and safety requirement by the Supplier, it being understood that no such delay shall be a force majeure or uncontrollable circumstance for the purposes of extending the time for performance of the Deliverables or entitling the Supplier to additional compensation, and the Supplier shall take all necessary steps to avoid delay in the final completion of the Deliverables without additional cost to the Purchaser.

h. The parties acknowledge and agree that employees of the Purchaser, including senior officers, have no authority to direct, and will not direct, how employees, workers or other persons employed or engaged by the Supplier do work or perform a task that is the subject of this Purchase Agreement.

5) COVID-19 Vaccination Policy Requirement

a. The Supplier shall ensure that all of its Personnel and subcontractors, who have been assigned to perform any services under the Agreement, are fully vaccinated with a COVID-19 vaccine, prior to commencing such services. This requirement is in compliance with the Purchaser's COVID-19: Vaccination Policy for Contractors and shall be in addition to any other Purchaser division-specific policies regarding COVID-19 vaccination or under regulations, legislation or guidelines applicable to them. For more information, refer to the COVID-19: Vaccination Policy for Contractors [https://www.toronto.ca/city-government/accountability-operations-customer-service/city-administration/corporate-policies/people-equity-policies/covid-19-vaccination-policy-for-contractors/]

b. Prior to providing the Deliverables under the Agreement, the Supplier shall submit to the Purchaser an attestation in the form provided by the Purchaser confirming that all of the Supplier's Personnel and subcontractors assigned to provide the Deliverables under the Agreement have been fully vaccinated with a COVID-19 vaccine. In the event of a proposed change in the Supplier's personnel and subcontractors assigned to perform the services under the Agreement, the Supplier shall submit an updated statutory declaration confirming that all of the personnel and subcontractors they proposes to assign to the services have been fully vaccinated with a COVID-19 vaccine, prior to providing the Deliverables.

APPENDIX B

Master Agreement for RFSO 20-57 Electrical Vehicle Charging Stations and Services.

The parties agree that the Supplier's Master Agreement with Kinetic GPO Inc. with respect to RFSO 20-57 Electrical Vehicle Charging Stations and Services is incorporated by reference into this Purchase Agreement.

Signed: 1/16/2023

Supplier's Initials

APPENDIX C
Supplier's Response

The parties agree that the Supplier's Response to RFSO 20-57 Electrical Vehicle Charging Stations and Services is incorporated by reference into this Purchase Agreement, except for the Market Based Pricing Form, which has incorporated by reference with respect with such amendments as included in Appendix D attached to this Purchase Agreement.

Signed: 1/16/2023

Supplier's Initials

APPENDIX D
Pricing Sheet to July 15, 2023

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Record of Signing

For Services FLO inc.
Name Alexandre Louis
Title Vp Ventes & Succès-Client

Signed on 2023-01-16 16:07:20 GMT

ATTACHMENT 2 – DRAFT AMENDING AGREEMENTS

ChargePoint

This **FIRST AMENDING AGREEMENT TO EV CHARGING EQUIPMENT PURCHASE AGREEMENT** ("First Amending Agreement") is made as of this 1st day of January 2025 (the "Effective Date").

BETWEEN:

TORONTO PARKING AUTHORITY
(the "TPA")

-and-

CHARGEPOINT, INC.

-and-

CHARGEPOINT CANADA, INC.

(each a "Party" and collectively, the "Parties")

WHEREAS the TPA and ChargePoint, Inc. entered into the EV Charging Equipment Purchase Agreement, effective February 28, 2023, authorized by TPA Board Decision 1.8 of December 12, 2022 and Chapter 179 of the Toronto Municipal Code (the "Original Agreement");

WHEREAS the Original Agreement Term expires on December 31, 2024; and

WHEREAS the TPA and ChargePoint, Inc. now seek to further amend the Original Agreement to extend the Term and incorporate an assignment;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. The Original Agreement, as amended, is hereby assigned from ChargePoint, Inc. to ChargePoint Canada, Inc. and ChargePoint Canada, Inc. hereby assumes all of the rights and obligations of ChargePoint, Inc. thereunder effective as of the Effective Date.

2. The contact information for ChargePoint Canada, Inc. is:

   ChargePoint Canada, Inc.
   1000-409 Granville Street,
   Vancouver, BC V6C 1T2
   Attn: Channel Sales – Canada

3. The Original Agreement is amended by extending the Term set out in Article 2 by two (2) years, expiring on December 31, 2026 ("December Expiry Date"). The TPA may at its option and sole discretion further extend the term of the Original Agreement for an additional one (1) year period by providing written notice to Vendor not less than sixty (60) days prior to the December Expiry Date.

4. **Effective Date of Amendments.** The Parties agree that the amendment(s) set out above shall take effect on the Effective Date. The Parties confirm that in all other respects, the terms, covenants, and conditions of the Original Agreement remain unchanged and in full force and effect, except as modified by the First Amending Agreement.

5. **Definitions.** Except as otherwise defined in this First Amending Agreement, it is otherwise understood and agreed that all terms and expressions used in this First Amending Agreement have the same meaning as they have in the Original Agreement.

6. **Successors and Assigns.** This First Amending Agreement shall be binding upon and shall enure to the benefit of the successors and permitted assigns of the Parties.

7. **Governing Law.** This First Amending Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

8. **Counterparts and Electronic Signature.** This First Amending Agreement may be executed in counterpart and may be executed by electronic signature that is received by the TPA in a file format acceptable to the TPA. Such electronic signature shall be deemed to be an original signature.

IN WITNESS WHEREOF, the Parties have executed this First Amending Agreement as of the dates indicated below:

TORONTO PARKING AUTHORITY

By: ______________________

Name:
Title:

Date: ______________________

I have authority to bind the organization.

CHARGEPOINT, INC.

By: ______________________

Name: Henrik Gerdes
Title: Chief Accounting Officer

Date: ______________________

I have authority to bind the organization.

CHARGEPOINT CANADA, INC.

By: ______________________

Name: Henrik Gerdes
Title: Director

Date: ______________________

I have authority to bind the organization.

This **FIRST AMENDING AGREEMENT TO EV CHARGING EQUIPMENT PURCHASE AGREEMENT** ("First Amending Agreement") is made as of this 1st day of January 2025 (the "Effective Date").

BETWEEN:

TORONTO PARKING AUTHORITY
(the "TPA")

-and-

SERVICES FLO INC.
(the "Vendor")

(each a "Party" and collectively, the "Parties")

WHEREAS the Parties entered into the EV Charing Equipment Purchase Agreement, effective December 30, 2022, authorized by TPA Board Decision 1.8 of December 12, 2022 and Chapter 179 of the Toronto Municipal Code (the "Original Agreement");

WHEREAS the Original Agreement Term expires on December 31, 2024; and

WHEREAS the Parties now seek to further amend the Original Agreement to extend the Term;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. The Original Agreement is amended by extending the Term set out in Article 2 by one (1) year, expiring on December 31, 2025.

2. **Effective Date of Amendments.** The Parties agree that the amendment(s) set out above shall take effect on the Effective Date. The Parties confirm that in all other respects, the terms, covenants, and conditions of the Original Agreement remain unchanged and in full force and effect, except as modified by the First Amending Agreement.

3. **Definitions.** Except as otherwise defined in this First Amending Agreement, it is otherwise understood and agreed that all terms and expressions used in this First Amending Agreement have the same meaning as they have in the Original Agreement.

4. **Successors and Assigns.** This First Amending Agreement shall be binding upon and shall enure to the benefit of the successors and permitted assigns of the Parties.

5. **Governing Law.** This First Amending Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

6. **Counterparts and Electronic Signature.** This First Amending Agreement may be executed in counterpart and may be executed by electronic signature that is received by the TPA in a file format acceptable to the TPA. Such electronic signature shall be deemed to be an original signature.

IN WITNESS WHEREOF, the Parties have executed this First Amending Agreement as of the dates indicated below:

TORONTO PARKING AUTHORITY

By: ______________________

Name:
Title:

Date: ______________________

I have authority to bind the organization.

FLO SERVICES INC.

By: ______________________

Name:
Title:

Date: ______________________

I have authority to bind the organization.