Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: ChargePoint, Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exceptio	NJPA ACCEPTS
3.17.1.2	"and installation"	ChargePoint does not provide for installation or site preparation. ChargePoint will need to utilize subcontractors to provide this service.	Clarification See Below.
3.35	Addition of the following language after the first sentence.	The warranty provided shall be ChargePoint assure.	Clarification-See Below
5.35.1	Addition of the following language in red.	NJPA expects Vendors to propose their very best prices for similar scope and volume purchases and anticipates price reductions that are due to advancement in technology and marketplace efficiencies. To the extent the Vendor decreases its standard prices for similar scope and volume purchases, Vendor shall provide this same discount under the Program.	Clarification-See Below
6.13	Addition of the following language at the end of the paragraph.	To the extent any equipment is requested, the Member must sign and accept terms of the Vendor's Loaner Agreement.	Accepted
6.19.2	Addition of the following language at the end of the paragraph.	Such marketing plan is dependent on NJPA's provisioning of necessary information to Proposer to implement Proposer's marketing plan.	Accepted.
6.19.3	Addition of the following language in red.	Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both Vendor's management and the sales force.	Accepted.

6.19.4	Addition of the following language in red.	Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging, as determined by the Vendor, to NJPA members.	Accepted.
6.19.5	Addition of the following language at the end of the paragraph.	Proposer has identified the marketing efforts it will engage in if awarded this Contract.	Accepted.
6.19.6.2	Comment	ChargePoint finds this sentence ambiguous. ChargePoint would submit to NJPA a proof, write-up, and logo to be provided in NJPA's online category. ChargePoint would need the print and/or online specifications that NJPA requires in order to provide the requested information.	Accepted.
6.19.6.3	Addition of the following language in red.	Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in the industry periodicals, if any, and other direct or indirect marketing activities promoting the awarded NJPA contract.	Accepted.
6.20	Comment on the following sentence "Proposer should further express their commitment to capturing sufficient member information as it is deemed necessary by NJPA.	Proposer shall identify their commitment to develop a sales/communications process to facilitate NJPA membership in participating in the program and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA. The terms of the Marketing Plan will be mutually agreed upon between Vendor and NJPA.	Accepted.
6.20	Addition of the following language in red.	Proposer shall identify their commitment to develop a sales/communications process to facilitate NJPA membership in participating in the program and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA. The obligations imposed on the Vendor will be identified in the Vendor's Marketing Plan and as may be fully agreed upon between the parties.	Clarification-See Below.
6.21	Addition of the following language at the end of the paragraph.	After providing the COI, NJPA must request any change to the COI or the underlying insurance within fifteen (15) days of receipt.	Not accepted-See below.

6.27	Removal of the language "provided that such terms or conditions must not be less favorable to NJPA's Members	ChargePoint cannot make this representation. ChargePoint has thousands of contracts and cannot represent that the terms offered are more favorable or less. There is no independent review of these contracts from an audit perspective.	Not Accepted.
7.5	Removal of the Performance Bond.	ChargePoint is adequately insured and thus does not provide performance bonds.	Not accepted.
7.12	Addition of the following language in red.	After an order is placed, the Vendor must immediately notify NJPA Members…	Accepted.
7.13	Addition of the following language in red.	Prior to shipment of an applicable order by a Member, NJPA reserves the right…	Accepted.
7.13.3	Addition of the following language in red.	NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond within a reasonable timeframe;	Accepted.
7.13.6	Addition of the following language in red.	The Vendor fails to properly report quarterly sales pursuant to this Program;	Accepted.
7.13.6	Comment	ChargePoint will only report the total dollar volume of sales under the Program	Accepted
7.13.7	Addition of the following language in red and deletion of the language in strikethrough.	The Vendor fails to actively market this Contract within the guidelines provided in this RFP and as agreed to provide by Vendor ~~defined in the NJPA contract launch~~.	Not Accepted.

8.1	Addition of the following language in red and deletion of the language in strikethrough.	Once the award is made, a Vendor is expected to ~~advertise~~ make known the awarded Contract to both current and potential NJPA Members. Such marketing plan shall be at Proposer's discretion.	Clarification.

Proposer's Signature: _____ **Date:** Oct 18, 2017

NJPA's clarification on exceptions listed above:

Clarifications: Accepted as per ChargePoint's response to RFP #051017

Review and Approved:

10/20/17

NJPA Legal Department

Contract Award
RFP #051017

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

ELECTRIC VEHICLE SUPPLY EQUIPMENT AND RELATED SERVICES

In compliance with the Request for Proposal (RFP) for ELECTRIC VEHICLE SUPPLY EQUIPMENT AND RELATED SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: ChargePoint, Inc. Date: May 8, 2017

Company Address: 254 East Hacienda Avenue

City: Campbell State: CA Zip: 95008

Contact Person: Tony Canova Title: COO

Authorized Signature:
(Name printed or typed)

FORM E

CONTRACT ACCEPTANCE AND AWARD

Reviewed by Legal

Signature:

Date: 8-22-17

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 051017-CPI

Proposer's full legal name: ChargePoint, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be July 25, 2017 and will expire on July 25, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on July 24, 2017

NJPA Contract # 051017-CPI

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name ChargePoint, Inc.

Authorized Signatory's Title VP Finance

VENDOR AUTHORIZED SIGNATURE

Dave Adams
(NAME PRINTED OR TYPED)

Executed on Aug 22, 2017

NJPA Contract # 051017-CPI

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: ChargePoint, Inc.

Address: 254 East Hacienda Avenue

City/State/Zip: Campbell, CA 95008

Telephone Number: 408-841-4500

E-mail Address: sales@chargepoint.com

Authorized Signature:

Authorized Name (printed): ANTONIO CANOVAS

Title: COO

Date: 5/8/17

Subscribed and sworn to before me this 8th day of May, 2017

Notary Public in and for the County of Santa Clara State of CA

My commission expires: 8-30-17

Signature:

ALVINA CHRISTINE PELAYO
Commission # 2039700
Notary Public - California
Santa Clara County
My Comm. Expires Aug 30, 2017

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: ChargePoint, Inc.

Questionnaire completed by: Peter Feroli

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

   Net 30

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

   Yes. ChargePoint offers a financing solution for our CT4000 family.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

   Depending on NJPA member needs, ChargePoint would either process orders directly with the NJPA member or pass that order opportunity to a local channel partner. The channel partner would process an order with the NJPA member and an upstream order with ChargePoint for the associated products and services. In either case the NJPA member would pay at or below the contract price and ChargePoint would track order details for quarterly payment of the administration fee on any products purchased from ChargePoint.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

   No. We do not accept the P-card procurement and payment process.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

ChargePoint Assure Terms and Conditions of Service attached below.

- Do your warranties cover all products, parts, and labor?

ChargePoint Assure covers all charging stations offered within this proposal following installation and a successful Site Validation. Assure covers parts and labor for defect and labor for non-cosmetic station damage. ChargePoint Assure Terms and Conditions of Service below.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Yes. See ChargePoint Assure Terms and Conditions of Service attached below.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Yes.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

No. ChargePoint Assure is available throughout the US and Canada.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

ChargePoint Assure covers all charging stations offered within this proposal following a successful Site Validation.

What are your proposed exchange and return programs and policies?

All sales are final. ChargePoint and its channel partners strive to avoid any situation where improper products are purchased and returns or exchanges are requested. On a case by case basis ChargePoint may allow returns or exchanges with payment of a 20% restocking fee and payment of any required freight charges to correct the problem.

6) Describe any service contract options for the items included in your proposal.

ChargePoint Assure is a full service maintenance and support program. It covers all the products offered within this proposal. Please see the detailed ChargePoint Assure Terms and Conditions below.

chargepoint

CHARGEPOINT ASSURE

TERMS AND CONDITIONS OF SERVICE

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

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

70-001012-01-2

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b. **Site Validation:** If you do not use an O&M Partner to install your Charging Station, you still will be eligible for ChargePoint Assure after your installation has been validated by ChargePoint or an authorized third party. The purpose of the site validation is to ensure that your Charging Stations were installed correctly, in accordance with ChargePoint's recommended specifications and operational requirements. Site validations require the payment of ChargePoint's then current fee, charged on a "per site" basis. For these purposes, a "site" is defined as any group of Charging Stations whose circuits are terminated at the same power panel.

5. **EXCLUSIONS FROM COVERAGE:** ChargePoint's obligations under ChargePoint Assure shall not apply to defects or service repairs resulting from the following:

a. Cosmetic damage such as scratches and dents.

b. Normal aging.

c. Except as provided in 1(j) above, abuse, vandalism, damage or other problems caused by accidents or negligence (including but not limited to physical damage from being struck by a vehicle), or use of the Charging Station in a way other than as specified in the applicable Charge Point documentation.

d. Installation, alteration, modification or relocation of the Charging Station that was not approved in writing by ChargePoint, performed by an O&M Partner or validated in the manner described above.

e. Use of the Charging Station with software, interfacing, parts or supplies not supplied by ChargePoint.

f. Damage as a result of extreme power surge, extreme electromagnetic field or any other acts of nature.

In addition ChargePoint's obligations under ChargePoint Assure shall not apply to any Charging Station that was not installed by a ChargePoint O&M Partner or a ChargePoint certified installer pursuant to the provisions of Section 4 of these Terms and Conditions.

6. **CONTACT INFORMATION:** If at any time turning the term of your coverage of ChargePoint Assure you believe you have a defective Charging Station, contact Customer Service at 1-877-850-4562 or support@chargepoint.com.

7. **SERVICE TERM:** If you comply with the installation requirements described in Section 4, you will receive, at no-cost, ChargePoint Assure coverage that will replace your standard ChargePoint Warranty and will last for the remainder of the standard Warranty period, if any. You may purchase extensions to your ChargePoint Assure coverage. The extension period will begin on the date your standard Exchange Warranty expires or, if applicable, the date that any extensions to ChargePoint Assure coverage that you have previously purchased expire. Please contact your ChargePoint sales representative or authorized ChargePoint reseller for more details.

8. **PAYMENTS:** ChargePoint will send you an invoice for any extended ChargePoint Assure coverage that you order. Payment is due within thirty (30) days of the invoice date. If you have purchased extended ChargePoint Assure and have chosen the annual payment option, ChargePoint will invoice each annual payment on the anniversary date of your Assure coverage. All payments shall be made in U.S. Dollars and may be made by check, wire transfer, ACH payment system or other means approved by ChargePoint. Customer may not offset any amounts due to ChargePoint hereunder against amounts due to Customer under this Agreement or any other agreement. Fees payable to ChargePoint do not include any Taxes, and Subscriber is responsible for any and all such Taxes. All payment obligations under this Agreement are non-cancelable and non-refundable. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. Customer will reimburse ChargePoint for attorneys' fees and other expenses reasonably incurred by ChargePoint in the collection of any late payments. If any amount owing by you under this Agreement is more than thirty (30) days overdue, ChargePoint may, without otherwise limiting ChargePoint's rights or remedies, (a) terminate this Agreement and (b) refuse to provide ChargePoint Assure coverage until ChargePoint has received payment in full.

9. **TRANSFERS:** Your ChargePoint Assure coverage applies only to the Charging Stations and installation site for which it was purchased. If you sell or otherwise transfer your Charging Stations, your ChargePoint Assure coverage may not be transferred without ChargePoint's prior written consent.

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

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

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

70-001012-01-2

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Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

ChargePoint is offering an assortment of our Level 2 and DC fast Charging Stations, Network Services, and Assure maintenance plans and Accessories. We are offering the CPF25 family and associated configurations for use in Fleet charging applications. With CPF25 we are offering our Connect, Data and Fleet Network services plans with 1-3 year subscription options. The Network Services plans are described in the more detail in the pricing sheet. In addition, with CPF25 we are offering our Assure warranty and maintenance service with 1-5 year prepaid term options. We are offering the CT4000 family and associated configurations for use in most any other commercial charging application. With CT4000 we are offering our Commercial and Enterprise Network Services plans with 1-3 year subscription options. With CT4000 we are offering our Assure warranty and maintenance service with 1-5 year prepaid term options. We are offering our CPE100 - 24 KW, CPE200 – 50 KW, and CPE250 50 KW DC Fast Chargers. Each of the CPE stations are offered with our DC Commercial and DC Enterprise Network Services plans with 1-3 year subscription options. The CPE stations are also offered with our Assure warranty and maintenance service with 1-3 year prepaid term options. Lastly, we are offering a number of Accessories and Services including Site Validation which is required to enable Assure maintenance plans and CT4000 Power Management Kits which allow for infrastructure managed installations of the CT4000 family of stations. This does not include every item listed in our pricing proposal but simply provides a generic overview of the products and services therein.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

ChargePoint has provided a detailed line-item price book showing list price, proposed contract price, and freight costs if applicable. This book is broken into distinct product categories to simplify review. Those categories are Charging Stations, Network Services, Assure Maintenance Plans, and Accessories. Notes are also provided to guide reviewers to creating estimated project pricing.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Discounts range from 0-30% off MSRP.

10) The pricing offered in this proposal is

_____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

_____b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

___X___d. other than what the Proposer typically offers (please describe).

The pricing offered is the same as we would offer other entities for the same anticipated scope, volume, and product types.

11) Describe any quantity or volume discounts or rebate programs that you offer.

The pricing provided takes into account an assumption of volume created by purchasing across the NJPA membership. However, on a case by case basis ChargePoint may consider providing improved pricing to individual members who intend to purchase large volumes in single orders.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

ChargePoint would consider any installation services including materials and labor beyond the scope of our Install-Valid service listed in our pricing proposal to be "Open Market" options. In many cases government entities prefer to use previously contracted vendors or employed tradespeople to perform the site preparation for charging station installation. Install-Valid service then allows these entities to purchase just the somewhat specialized charging station assembly, mounting and testing directly from ChargePoint. However, in instances where an NJPA member would prefer to procure complete installation services from one vendor ChargePoint would coordinate scoping by an appropriate channel or O&M partner who would then provide a quote for these services to the NJPA member. ChargePoint would facilitate this sourcing but would not be directly involved with any financial transactions between the member and ChargePoint partner for those services. Furthermore, ChargePoint would not intend to track quarterly or pay Administrative fee on these services.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

As described in question 12 above, ANY installation services including materials and labor beyond the scope of our Install-Valid service is not included in our pricing proposal. In many cases government entities prefer to use previously contracted vendors or employed tradespeople to perform the site preparation for charging station installation. Install-Valid service then allows these entities to purchase just the somewhat specialized charging station assembly, mounting and testing directly from ChargePoint. However, in instances where an NJPA member would prefer to procure complete installation services from one vendor ChargePoint would coordinate scoping by an appropriate channel or O&M partner who would then provide a quote for these services to the NJPA member. ChargePoint would facilitate this sourcing but would not be directly involved with any financial transactions between the NJPA member and ChargePoint partner for those services.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Freight costs are an additional line item cost listed for hardware products. Freight costs for the US and Canada have been included in the pricing proposal for most items requiring shipment. For those items listed as "Request Cost"

ChargePoint will provide pricing upon request via FedEx. In addition, if NJPA members are able to require their own shipping carrier upon purchase.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Line item freight costs have been provided for delivery to Alaska, Hawaii and Canada.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

No unique distribution and/or delivery methods or options offered in your proposal.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

ChargePoint is well experienced with offering contracted pricing to various public and private entities across the globe. In addition we operate our business on a world class CRM platform with the ability to easily meet these needs. Upon award, we will leverage our CRM tools to tag any NJPA opportunities appropriately so they receive the contract pricing and terms. If these leads are required to pass through a channel or O&M partner we will ensure the partner is conforming to any contract requirements as well. As sales are made and shipments are processed all NJPA tagged orders will be archived in our CRM system which can easily be queried quarterly for itemized reporting of products and revenue. From this report the NJPA administrative fee can be easily calculated and paid.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

In the event ChargePoint is awarded a Contract, ChargePoint will pay an administrative fee to NJPA of 2% of sales under the Contract for orders of Charging Stations, Network Services, Activation Services, Assure Maintenance Plans, Validation Services and Accessories explicitly priced in this pricing sheet of this proposal. ChargePoint will not pay administrative fee on installation services sold by channel or O&M partners, freight costs, Network Services renewals or Assure renewals.

Industry-Specific Questions

19) Identify the subcategory or subcategories that best describe your solutions: hardware manufacturer or distributor, network service provider, or both. If the subcategory that best describes your solutions is not identified, provide the subcategory title(s) that best describes what you are offering in your response.

ChargePoint meets all the categories: manufacturer, network provider, installation, professional services, support and maintenance.

20) Describe the features of your proposed solution(s) that address serviceability (maintenance, repairs, support, etc.) and which you believe are "vendor differentiators."

High-quality service and support start with high-quality products, site preparation and installation, but these elements alone aren't enough. ChargePoint's EV charging stations are the most advanced and reliable in the world, but site conditions can change, wear and tear occurs and accidents or equipment failures can happen. That's why ChargePoint offers the best and most comprehensive support, maintenance and warranty program in the industry—ChargePoint Assure. Assure covers everything you need to keep your ChargePoint station up and running, including unlimited changes to station policies, as well as parts and labor to fix any hardware issues.

Stay on Top of Operations with Proactive Monitoring

- Find out about problems before your drivers do with remote monitoring

- Get 98% annual station uptime with a non-performance penalty for outages caused by station hardware or software failures
- Keep your stations up and running with proactive troubleshooting and dispatch services
- Fix problems with on-site labor that ChargePoint dispatches
- Station owner support - Call us during business hours (5 AM – 6 PM Pacific)
- Driver support 24/7/365

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

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

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

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

21) Hardware providers, respond to a., b., c., and d. below:

a. identify the product(s)/services being proposed by placing an "X" in the applicable box or boxes.

		Mount Type		Hardware		Port	
	Installation	Wall	Pedestal	Non-Network	Network	Single	Dual +
Level 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Level 2	X	X	X	N/A	X	X	X
DC Fast Charge	X	X	X	N/A	X	X	X

b. If applicable, describe your process for site assessment, site prep, and installation and describe your installation network.

A successful application we need to have a clear understanding of the NJPA members needs so we can determine the appropriate application. Once we understand the application and know the station model and station count we will work the NJPA's member to coordinate a site assessment to determine installation approach and associated costs.

General guidelines for site assessment include:

1) Evaluation of existing electrical infrastructure to determine if sufficient existing utility service and electrical panel capacity exist and to identify costs for any necessary upgrades and/or a new dedicated electrical panel.

2) For installation of dedicated EV electrical panel, choose panel location in close proximity to existing electrical supply.

3) Identify parking spaces for EV charging that are in close proximity to an electrical room with common area electrical panel; reduce distance for conduit runs and electrical wiring from electrical panel to all proposed EV parking spaces.

4) If possible, avoid or minimize trenching requirements, especially more costly trenching to run conduit under asphalt surfaces.

5) Choose adjacent parking spaces in an area with adequate lighting and identify suitable locations with flat surface for wall mount stations or suitable surface for pedestal mount stations.

6) Use dual-port pedestal mount stations where possible in open areas for adjacent or tandem parking spaces.

7) Determine optimum conduit layout to minimize linear conduit costs to multiple EV parking spaces and size all conduit and electrical wiring in accordance with National Electric Code requirements.

8) Measure cellular signal levels for 3G Verizon and 3G AT&T carriers and identify optimum location for placement of ChargePoint gateway devices.

9) For below ground-level or enclosed parking garages, installation of a cellular signal booster often is required with indoor antenna located near EV parking spaces and outdoor antenna typically located at the garage entrance ceiling or on the rooftop where cellular signal levels are optimum.

10) Determine cost budget options for make-ready electrical infrastructure to satisfy current needs and future needs. Prioritize locations for installation of charging stations based upon immediate and future needs, construction timelines, and costs.

At the completion of the site assessment a scope of work will be created that will define everything necessary to prepare the site so the charging stations can be installed. This scope of work will include new transformers and electrical panels if required, distances from electrical panels to station locations, whether concrete pads will be needed or if the stations will be mounted on the wall, paths of the conduit runs, areas where they will have to trench, etc.

It is important to note if the NJPA member has pre-existing infrastructure or are using their own preferred electrical contractor, a Site Validation by our national partner will be required to certify compliance with electrical specification requirements and to ensure reliable charging services to EV drivers.

After electrical work is completed, The ChargePoint Activations team and our partner will work with the NJPA member to determine preferred station configuration such as pricing and access policies strategies.

ChargePoint has a network of over 2,000 certified installers and 13 O&M (Operations & Maintenance) partners located through the United States and Canada who are qualified to perform site assessments, engineering, permitting, and installation services for any EVSE application.

c. Is your equipment Open Charge Point Protocol (OCPP) compliant at the charger level?

ChargePoint will be fully compliant with OCPP 1.6 at both the charger and cloud level by September 2017. Stations that are already installed will be automatically upgraded over-the-air (OTA) to add support for OCPP 1.6.

d. Describe the ability of your hardware solutions to be integrated with network service providers and

identify those network service providers with which your hardware solutions integrate.
Response from another RFP:

All ChargePoint stations operate natively on the ChargePoint network, but should individual station owners decide not to renew with ChargePoint the stations may be moved to an OCPP network of their choosing. The process to move to another network will be documented and made available to customers that choose this path.

22) Network service providers, respond to a., b., c., d., and e. below:

a. identify the products and/or services being proposed by placing an "X" in the applicable box or boxes.

	Communication Type			Station Access			
Network Service Providers	Cellular	Wi-Fi	Ethernet	RFID	App Based	Credit Card	On-Site Keypad
Level 2	X	NA	NA	X	X	X	NA
DC Fast Charge	X	NA	NA	X	X	X	NA

b. Describe your data security practices for payment processing and user information.

ChargePoint is PCI Certified as both a Service Provider and Merchant and audited by 3rd party QSA. The ChargePoint Network undergoes regular PCI-DSS compliance certification testing from a third-party auditor. The current Attestation of Compliance is available to customers under NDA.

ChargePoint commercial charging stations connect to the ChargePoint cloud over a private, encrypted M2M VPN connection using the cellular data network. M2M VPN cellular networking is more secure and completely isolates the charging stations from the local IT infrastructure, which is strongly recommended by the Payment Card Industry (PCI).

ChargePoint has an internal IT process for all employees to follow if job responsibilities involve working with user personal, sensitive information. Employees go through yearly compliance training also.

Tier 1 service providers host ChargePoint's data centers. All data centers are SSAE16 compliant. The hosted data center has physical security in place and prevents any access to servers by unauthorized parties, and undergoes independent physical security audits as part of their own PCI certification process. The ChargePoint Network is running in two physically independent (hundreds of miles apart) secure hosted data centers, providing fail-over capabilities for disaster recovery and business continuity.

This security documentation is available to NJPA members, some information may require an NDA.

c. Describe the ability of your proposed solution to accommodate multiple user groups (e.g., fleet, public, employees, etc.) as related to access control and pricing structures.

ChargePoint has hardware and network services/software designed to meet the unique needs of every application an NJPA member has - workplace, fleet and public charging. To ensure success, each application needs a charging solution designed for that specific need. ChargePoint is unique in that we have a dedicated fleet solution, a workplace solution and the world's largest EV driver

network to maximize utilization at public stations. ChargePoint stations can also be set up as mixed use so they can be used across multiple applications. Through a single software platform, NJPA members will be able to manage their portfolio of stations across each application and analyze data by each driver group (employees, fleet, public).

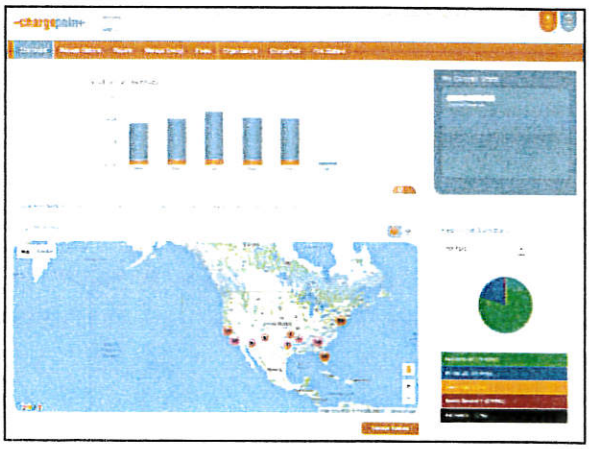
The NJPA member is in complete control of the charging station policies and ChargePoint will work closely to configure and design our software platform to meet the needs of the desired application. The station will apply appropriate policies (access control, pricing, etc.) based on the driver account (employee, fleet, public) that activates a charging session.

ChargePoint's access control features allow NJPA members the ability to restrict station usage for employee, fleet or public. ChargePoint stations also allow for scheduled access controls. For example stations can be restricted to employee use during business hours and opened to the public on evenings or weekends. This may be desirable for locations that are near amenities to help promote EV adoption in the community and as a way to increase the utilization of the stations without impacting employee access.

ChargePoint flexible pricing policy options allow workplace site hosts to implement unique pricing rules for employees, fleets, and the general public. Pricing rates may include energy (kWh) rates and/or parking rates ($/hour) that vary by length of time the vehicle is plugged in or rates that vary by time of day. To promote efficient use of charging ports, site hosts can set up pricing policies with "taxi-style" pricing rates as a financial incentive for EV drivers to move their vehicle promptly and make charging ports available for other users. For example, a workplace site host may want to establish an escalated pricing policy for employees where the fee goes up after 3 hours to encourage turnover and make efficient use of charging ports by all employees with EVs. As with scheduled access controls described earlier, scheduled pricing is also available that will allow pricing to vary by time of day and/or day of week.

d. **Describe the reporting capabilities of your proposed solution, including the types of data collected, methods of user access to reports, and report customization options. Provide a sample report from your proposed solution demonstrating its data collection capabilities.**

ChargePoint provides extensive monitoring and reporting capabilities in a user-friendly and highly flexible web interface. The NJPA member would have access to the web portal and the standard set of reports is included in the network service plan at no additional cost.

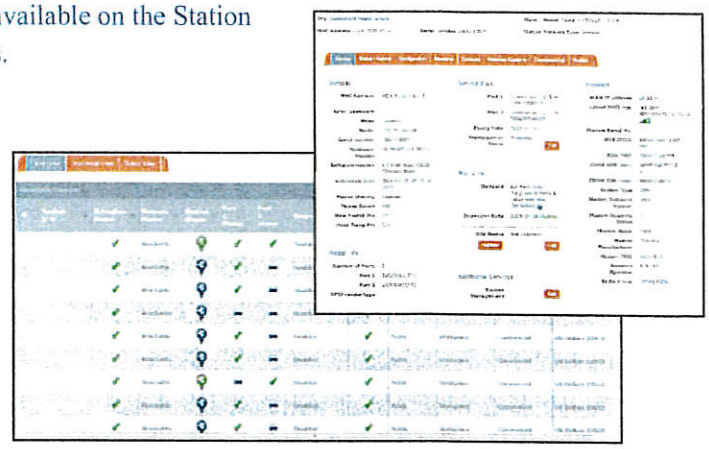


The ChargePoint web portal provides the tools necessary to actively monitor and manage all stations, including real-time status for each port; making it easy to view important information in a clear and concise table format.

Detailed real-time status for individual stations is available on the Station Properties page, including active charging sessions.

Administrators have the ability to:

- Get live status, including network connectivity and port status
- Reboot the station
- View live charging sessions
- View a history of charging sessions



All reports may be exported to Excel or CSV format from the reports page directly. Alternatively, data may be retrieved using the ChargePoint Web Services API.

The categories of reporting available on ChargePoint include:

Port Utilization Chart: This is a view of station utilization during common business hours.
You can use this information to determine if updates need to be made to pricing / access policies or if stations should be added.

Session Start Distribution Chart: This is a view (by day) of what times drivers start sessions.
You can use this information to fine tune time of day pricing policy rules.

Station / Port Count: In order to be counted, a station must have the "Assure" entitlement applied.
This is the number of stations / ports that currently have the "Assure" entitlement.

Total Revenue: This is the sum of session fees generated by your "Assure" stations minus the ChargePoint service fee (10%).
This data point can be useful in generating financial reports and budget justification.

Energy (kWh): All energy dispensed through your "Assure" stations.
This data point can be useful in reconciling station energy against energy bills.

GHG Savings (kg): All the green house gasses (95% CO2) that would have been released had the miles provided by your stations come from gasoline.
This data point can be useful in sustainability reporting.

Unique Drivers: The number of unique drivers that used your stations this month (a driver would be counted only once even if they used different RFID cards).
An understanding of the number of unique drivers visiting may be useful in creating station messaging / video ads.

Gasoline (Gal) Saved: All the gasoline that would have been burned had the miles provided by your stations come from gasoline.
This data point can be useful in sustainability reporting.

ChargePoint Response SL: Percentage of tickets to which ChargePoint responded within Service Level (1 business day).
ChargePoint holds itself accountable to our Service Level commitment.

Uptime: Percentage of time that your ports were capable of dispensing power.
ChargePoint is committed to keeping your ports dispensing power 98% of the time or better.

Sessions: Total session count.
An understanding of the number of times your stations authorize a session can be useful creating station messaging / video ads.

Average Session Duration: Average amount of time drivers occupy your stations.
This data point can be useful in fine tuning length of stay pricing policy rules.

Average Charging Time: Average amount of time per session energy is flowing.
This data point can be useful in fine tuning length of stay pricing policy rules.

Average Session Energy: Average amount of energy dispensed.
This data point can be useful in fine tuning price per kW pricing policy rules.

Average Session Revenue: Average session fee - 10%.
This data point can be useful in fine tuning minimum & maximum values for pricing policy rules.

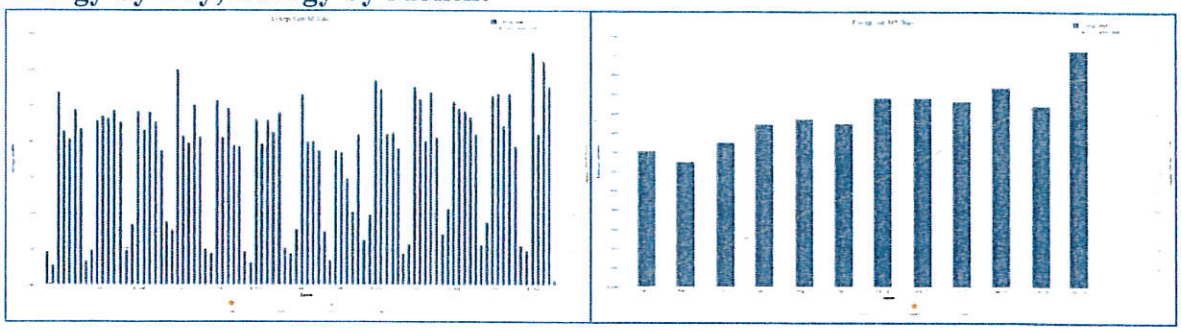
Total Hours Occupied: Sum of all session durations.
This is used in part to determine utilization.

Total Hours Charging: Sum of all session charging durations.
This is used in part to determine utilization.

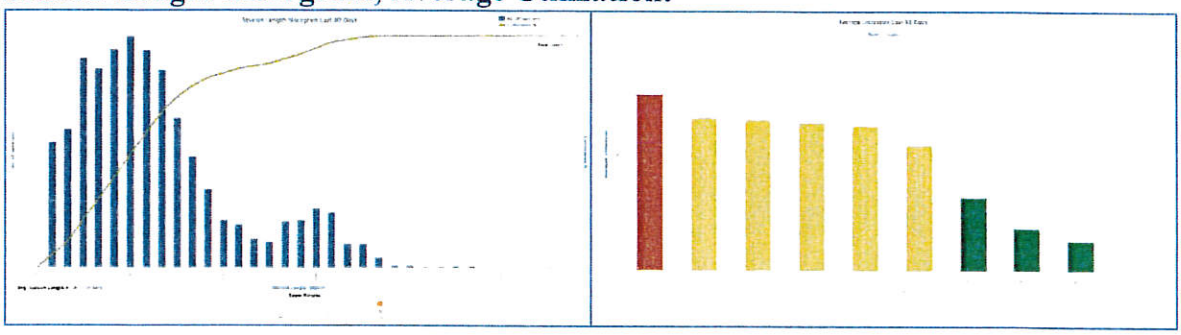
New Service Tickets: Count of trouble tickets tracking issues with a "Assure" station created this month.
This will help in keeping track of station fault issues raised with ChargePoint Support.

Sample Reports:

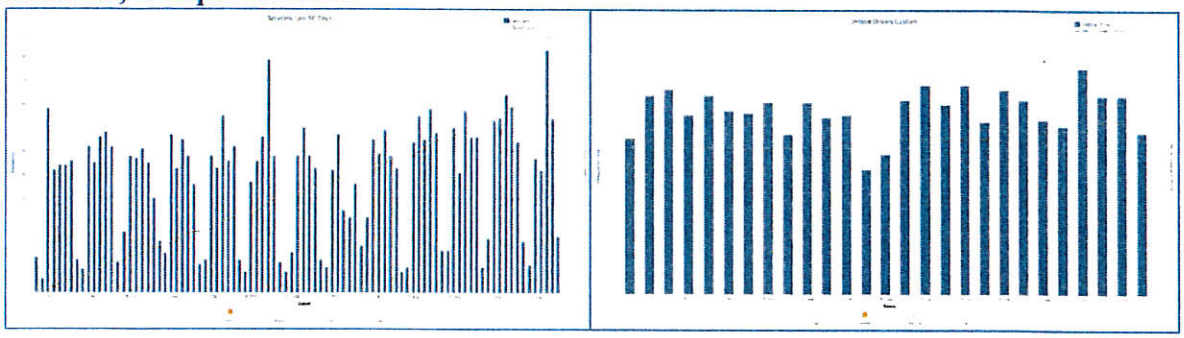
Energy by Day, Energy by Month:



Session Length Histogram, Average Utilization:



Sessions, Unique Drivers:



Below is an example of our most popular report, *Session Details Report*, it provides all the details for each session on each port.

ChargePoint
Session-Details-Repo

e. If applicable, identify the other fleet and/or building management software programs with which

your proposed solutions integrate, and describe your experiences with such integration.

Fleet Card Partnerships
ChargePoint has partnered with US Bank (Voyager Fleet Card) and WEX to offer customers the convenience of paying for and tracking electric fuel with their existing fleet cards. Customers simply register their WEX or US Bank Voyager account with ChargePoint to enable this functionality across the entire fleet or just a portion of it. Now all EV fueling transactions appear on WEX and US Bank statements and dashboards providing fleets with a comprehensive view of fueling activity across the entire fleet. More functionality will be added as we deepen our relationship with these companies, and we expect to add more fleet card providers.

Telematics Partnerships
ChargePoint is actively partnering with vehicle telematics companies to provide fleets with functionality that delivers operational value. ChargePoint's partnership with FleetCarma – the leading provider of EV telematics in North America – provides two primary benefits:

- Fuel theft detection and prevention:
  - By cross-referencing vehicle side and charging station side activity, we are able to detect if someone is fraudulently charging.
  - For example, an employee using a fleet account to charge a personal EV would be detected.
  - Managers can configure responses in their ChargePoint fleet dashboard, such as shut off charging send notification to the manager.
- Battery State-of-Charge (SOC) optimization
  - Managers can view battery SOC in real-time in the ChargePoint fleet dashboard.
  - This can be used for real-time monitoring or for EV charging planning
  - Real-time battery SOC can be combined with energy management to provide the most optimal charging configuration

    ChargePoint is actively pursuing partnerships with other telematics providers to enhance coverage for fleets.

Fleet Management Information Systems (FMIS)
ChargePoint is in active (confidential) discussion with several FMIS providers to provide fleet managers with a comprehensive dashboard for all charging station assets and fueling activity. These pending partnerships cannot be disclosed at this time.

Building Management Software
ChargePoint has partnered with Kisensum, a company that aggregates and manages a diversity of site electrical loads, including buildings and fleets. Kisensum also provides the ability for customers to participate in utility programs and provide grid services.

The ChargePoint network supports a server to server exchange or an API (application programming interface) interface. It is developed using the WebServices SOAP/XML protocol, an industry standard. We also support OpenADR 2.0 for utility/smartgrid integration. Any building management software that uses these protocols will have access to all features and functionality of our network. Our latest, ChargePoint Web Services API Programmer's Reference Guide, is available upon request.

A sample of our business partners using our API/OpenADR 2.0 include: SDG&E, SCE, Georgia Power, NREL, Google, VMWare, Alameda County, and Envision Solar.

NJPA members have access to our API at no cost and ChargePoint assistance with their integration.

Signature:_____ Date: 5/8/17

NATIONAL JOINT POWERS ALLIANCE (NJPA) AWARDED VENDOR

REQUIRED FEDERAL CONTRACT PROVISIONS CERTIFICATION

When a National Joint Powers Alliance (NJPA) Member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law and local rule. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200 (also referred to as the "Uniform Guidance" or "EDGAR").

NJPA awarded Vendors must complete this certification regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific NJPA Member purchases using federal grant or contract dollars. NJPA Members may also require Vendors to enter into ancillary agreements, in addition to the NJPA contract's general terms and conditions, to address the Member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts. NJPA reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements.

Note: The numbering and identification contained herein is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 2 CFR Part 200.

Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

Pursuant to Rule (A) above, National Joint Powers Alliance reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.

Yes

Vendor Agrees (YES or NO) Initials of Authorized Representative

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Rule (B) above, National Joint Powers Alliance reserves the right to terminate any agreement resulting from this procurement process pursuant to National Joint Powers Alliance RFP sections 7.13 and 7.17. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure. National Joint Powers Alliance reserves the right to terminate any agreement resulting from this procurement process without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

Vendor Agrees (YES or NO) Initials of Authorized Representative

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375,

"Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." This provision is hereby incorporated by reference into all applicable contracts.

Pursuant to Rule (C) above, the equal opportunity clause is incorporated by reference herein.

Yes

Vendor Agrees (YES or NO) Initials of Authorized Representative

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. This provision is hereby incorporated by reference into all applicable contracts.

Pursuant to Rule (D) above, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Yes

Vendor Agrees (YES or NO) Initials of Authorized Representative

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into all applicable contracts.

Pursuant to Rule (E) above, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process.

Yes

Vendor Agrees (YES or NO) Initials of Authorized Representative

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small

business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Rule (F) above, Vendor certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Rule (F) above.

Yes

Vendor Agrees (YES or NO) Initials of Authorized Representative

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). This provision is hereby incorporated by reference into all applicable contracts.

Pursuant to Rule (G) above, Vendor certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Rule (G) above.

Yes

Vendor Agrees (YES or NO) Initials of Authorized Representative

(H) Debarment and Suspension (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Rule (H) above, Vendor certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Yes

Vendor Agrees (YES or NO) Initials of Authorized Representative

(I) Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Rule (I) above, as applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Yes

Vendor Agrees (YES or NO) Initials of Authorized Representative

Record Retention Requirements

Vendor certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Vendor will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Yes

Vendor Agrees (YES or NO) Initials of Authorized Representative

Energy Policy and Conservation Act Compliance

To the extent applicable, Vendor certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Vendor will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Yes

Vendor Agrees (YES or NO) Initials of Authorized Representative

Buy American Provisions Compliance

To the extent Vendor has agreed to comply with applicable provisions of the Buy American Act with a particular public entity, Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

Yes

Vendor Agrees (YES or NO) Initials of Authorized Representative

Access to Records (2 C.F.R. § 200.336)

Vendor agrees that duly authorized representatives of the Agency shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Yes

Vendor Agrees (YES or NO) Initials of Authorized Representative

Vendor agrees to comply with federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

This certification shall be effective through the term of the Vendor's NJPA awarded contract.

Vendor: ChargePoint, Inc.

Contract number: 051017 - CPI

Category: Electric Vehicle Supply Equipment and Related Services

Maturity date: July 25, 2021

Address: 254 East Hacienda Ave

City, state, zip code: Campbell, CA 94041

Phone number: 877-370-3802

Printed name and title of authorized representative: Jonathan Kaplan, Secretary

Signature of authorized representative:

Date: 11-17-18