Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: LilyPad EV

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	Exception	NJPA ACCEPTS
	No Exceptions		

Proposer's Signature: Larry Linder **Date:** 5/5/17

NJPA's clarification on exceptions listed above:

Review and Approved:
NJPA Legal Department 4/20/17

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: LilyPad EV Date: 5/5/17

Company Address: 9801 W. 100th Terr

City: Overland Park State: KS Zip: 66212

Contact Person: Larry Kinder Title: CEO

Authorized Signature: Larry Kinder

Larry Kinder
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD

(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-LPE

Proposer's full legal name: LilyPad EV

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-LPE

Vendor Authorized Signatures:

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

Vendor Name LilyPad EV

Authorized Signatory's Title CEO

VENDOR AUTHORIZED SIGNATURE

Larry Kinder
(NAME PRINTED OR TYPED)

Executed on July 24, 20 17

NJPA Contract # 051017-LPE

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: LilyPad EV

Address: 9801 W. 100th Terr

City/State/Zip: Overland Park, KS 66212

Telephone Number: 913-747-6956

E-mail Address: larry.kinder@lilypadev.com

Authorized Signature: [signature]

Authorized Name (printed): Larry Kinder

Title: CEO

Date: 5/2/17

Notarized

Subscribed and sworn to before me this 2nd day of May, 20 17

Notary Public in and for the County of Johnson State of Kansas

My commission expires: 03/25/2018

Signature: [signature]

NOTARY PUBLIC - - State of Kansas
TONI ANDERSON
My Appt. Exp. 03/25/2018

Form P

PROPOSER QUESTIONNAIRE

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

Proposer Name: LilyPad EV

Questionnaire completed by: Larry Kinder

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?.

   We can offer to NJPA members the leasing program available through ChargePoint's leasing vendor. ChargePoint's leasing vendor will evaluate the proposed lease equipment and lessor and will make an underwriting decision. The lease arrangement is then directly between the NJPA member and ChargePoint's leasing vendor. We will provide the charging stations and related services at the agreed upon price, then the leasing vendor will work with the NJPA member to determine the lease rate and term.

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.

   - Initial email/phone contact between NJPA member and LilyPad EV
   - Conversation & analysis to determine products/services suitable for NJPA member.
   - Assuming the NJPA member does not opt out of our normal full turnkey solution, we will conduct a site survey (with the customer and our electrical sub) to determine location of stations, source of power, path of conduit/wire, and validate sufficient cell coverage and power capacity.
   - LilyPad EV emails quote to NJPA member for products/services
   - NJPA member sends PO back to LilyPad EV. PO is tracked by LilyPad EV in NJPA PO Log.
   - LilyPad EV orders the products/services.
   - Products are delivered to NJPA member.
   - If NJPA member has selected LilyPad EV to do the site prep, we will notify our electrical subcontractor to schedule installation time convenient for NJPA member.
   - After installation is complete, station is provisioned on the network by LilyPad EV
   - Customer is invoiced
   - *note: Quarterly NJPA sales report provide to NJPA by LilyPad EV

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?

   We accept P-card payments, upcharge will be 3.4%

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

Although ChargePoint products come with a standard 1 year parts-only warranty (labor not included), we strongly recommend customers purchase ChargePoint's optional Assure Extended Warranty and Maintenance Program. It is far superior, providing both parts and labor, as well as ongoing maintenance.

ChargePoint's Assure program (optional) provides peace of mind with a 98% uptime guarantee. It gives you the confidence that all charging stations will be well maintained and kept operational. ChargePoint proactively monitors the stations daily for problems. If ChargePoint discovers a problem or if you report a station with a problem to ChargePoint support, they will spring into action to get it up and running again with no additional cost to the station owner. One business day response time and 98% annual uptime guarantee.

With Assure, the monitoring, maintenance, repair and reporting of stations occurs automatically eliminating the need for staff to spend time monitoring or repairing stations. Should a charging station fail due to a manufacturing defect, vandalism, or accident, the ChargePoint Support team will visit your site to repair or replace the station.

Assure provides:

- 98% annual uptime guarantee
- Proactive station monitoring and repair dispatch
- Comprehensive parts and on-site labor warranty
- 1 business day response time to station failures
- Unlimited software configuration changes
- Monthly reports and detailed quarterly reports of your station's performance metrics
- Coverage of labor for repairs typically not covered under a warranty such as vandalism, abuse, and accidents

LilyPad EV

We provide a 1 year workmanship warranty on our site prep and installation work.

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

  Assure covers all products, parts, and labor.

  ChargePoint Standard warranty does not cover labor.
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
  No. Assure even covers vandalism.
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
  Assure does cover travel time and mileage for technicians.
  ChargePoint Standard warranty does not cover any labor.
- 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?
  Standard Warranty and Assure available everywhere across 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?
  We don't have other manufactures in our proposal
- What are your proposed exchange and return programs and policies?
  Product exchanges only, no returns. For exchanges customer pays a 20% restocking fee, shipping costs both ways, and any price difference between exchanged products.

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

ChargePoint's Assure is the service contract option.

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.

Our turnkey solution provides everything you need to provide EV charging at your facilities. We work closely with the customer to understand their EV charging needs, target charging audience, and their goals. From there we provide the advice, analysis, and proposal scope/cost necessary for the customer to be fully informed to make a solid decision about moving forward with the charging station project. Once given the go-ahead, the charging stations, network, warranty, training, site prep, installation, provisioning, training, and ongoing support is included in our turnkey solution.

We provide the expertise/analysis, hardware/software, site prep / installation labor, and customer support, warranty, and maintenance. We provide everything that is needed by the customer to successfully deploy, operate, and maintain charging stations…. with minimal effort on their part.

We provide ChargePoint Products

- Hardware/Charging Stations (networked Level 2 and Fast DC stations)
- Software/Network
- Warranty/Maintenance/Support

LilyPad EV Services

- Planning Services/Advice/Education
- Site Surveys
- Site Prep Installation: bring power to site of charging station and prepare mounting base
- Installation of charging station itself
- Repair of charging stations as needed
- Training
- Customer Service

Note, more specific detail on equipment/products/services is included in Form A, item 3.

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.)

The price list is too large to include comfortably within this section, so it is attached immediately beyond Form P. Items are grouped together in logical sections within the price list. SKU, Description, List Price, NJPA Discount %, and NJPA Price columns are shown for each item. Note, there are many variants of many different products in the price list. We will suggest the appropriate products to customers after we have talked to them and understand their needs.

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 21% to 0% on line items.

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).

Because of the expected volumes, we are offering discounts larger than what we typically offer.

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

We have included discounts based on anticipated volume described in the RFP in the pricing above. Should a NJPA customer have an exceptionally large order, we may offer an additional discount for that particular project.

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.

We typically do not have other items which are not included in our pricing. Note all wiring/conduit/cement/breakers costs will be included in 13.ii below. If there should be need for additional items, we would do cost plus 15%

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.

i) Pricing for hardware, software, extended warranty, and installation of the charging station itself is included in our response.

ii) Our turnkey solution includes bringing power to the location of the charging station (conduit, wiring, connection to power source, etc), getting the necessary permits, and installing the cement base on which the charging station will be installed. It is not possible to provide pricing for this until our electrical subcontractor visits the site to determine the work that will need to be done.

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

We use FedEx for low volume, LTL for larger volumes in the lower 48 states. For low volume orders, we typically find our FedEx cost averages around $160/station for the level 2 stations ($500 for Fast DC stations). It may be a bit higher or lower depending on where in the lower 48 states the station ships. We don't need to make a profit on shipping, so for ease we typically quote $160/station for level 2 stations ($500/station for fast DCs). We will adjust that over time if shipping costs rise.

For larger shipments that are LTL size, we will get a quote for shipping and insurance and will pass that amount on directly to the customer.

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

Shipping to AK, HI, Canada, and Puerto Rico tend to be a bit higher than to the lower 48 states, but we follow the same approach as for question 14.... just pass the costs on, don't make a profit on the shipping.

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

N/A

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.

LilyPad EV will assign an employee as the NJPA contract compliance contact. They will compare all sales quarterly

and identify those that are under the NJPA contract. For those they will confirm that the customer pricing matched or was less than the NJPA price list and report the NJPA sales to NJPA and remit administrative fee.

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.)

1%.

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.

Reseller: We are a reseller of ChargePoint products and services (which includes hardware, network services, and warranty/maintenance program).

Service Provider: planning, site survey, site prep installation, and repair/maintenance/support services.

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

ChargePoint's optional Assure enhanced warranty and maintenance program provides everything needed to automatically keep the stations up and running at no additional cost to the customer.

If the customer chooses not to purchase Assure, LilyPad EV will work with the customer to get stations back online. Once a station is identified with problems, we will triage the station problem remotely, then inform the customer of what will be required to bring it back online. We do everything we can to get the station back up quickly and minimize customer staff time required for charging station operations.

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							
Level 2	X	X	X		X	X	X
DC Fast Charge	X	X	X		X	X	

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

- Goal determination – work with customer to determine the number of stations they would like based on target user of the station, expected usage, and determine their preferred installation location of the station in the parking lot or parking garage.
- Site Assessment – We will schedule and perform a site survey with the electrical subcontractor onsite, LilyPad employee remotely, and customer representative onsite.

  During the survey the group will determine:

- the best location for the station(s)
- identify the location of the power source
- the conduit/wire path from power source to charging station(s).

Factors to be considered:

- is there sufficient capacity / breaker space at the breaker panel to support the number of stations? Would any upgrades be needed?
- installation cost (driven by distance from power source to charging stations and any boring/trenching/wall penetrations that will need to occur)
- usefulness to drivers
- visibility of stations
- sufficient 3G cell data coverage at the location

- If needed, electrical subcontractor will draw a site sketch using google satellite imagery as backdrop to show where all equipment and lines will go.

- Cost Scope/Determination - Based on input from the electrical subcontractor (informed by the site survey), LilyPad EV will provide a site prep scope and price in a quote to the customer, along with the prices for the items in the NJPA price list for the project.
- Project go ahead - The customer declines the project, accepts, or requests modifications.
- Site Prep Steps –
  - electrical subcontractor pulls city permit and initiates "call before you dig" if needed
  - electrical subcontractor coordinates time with customer's facilities contact for access to power source and facilities.
  - electrical subcontractor does work to bring power from the source via breakers/conduit/wiring to the location of the charging station(s). This may include wall penetrations, trenching, boring, sidewalk cuts/patching, or panel upgrades as described in the scope to the customer.
  - for bollard/ground mount stations, the electrical subcontractor will pour cement bases for the charging stations, placing conduit and mounting bolts in the correct places. For wall mount stations conduit/wiring will be brought to the location of the charging station.
- Charging Station Installation –
  - Electrical Subcontractor will mount the charging station onto the cement pad, connect all wiring, and do the initial setup and power up of the station.
  - LilyPad EV will provision the station onto the ChargePoint network and confirm it is operational.

- Our installation network

We have relationships with several large electrical contractors providing a US national footprint and a broad Canadian footprint. Combined, these electrical subcontractors have offices and personnel in 45 US states and 7 Canadian provinces. They have installed thousands of EV charging stations. These are top notch contractors which regularly serve some of the largest national companies, including electric utilities, governments, universities, workplaces, hospitals, and retail chains.

In the cases where our customer prefers their own electrician, or it otherwise advantageous to our customer for us to use a local electrician, we will do so. We have done this routinely since 2009, gaining the experience to make sure we choose and use only local electricians who preform quality installations. Our requirement is that the electricians

we use are quality, trustworthy, customer focused, reliable, responsive, of course properly licensed and insured, and provide a warranty on their work....often having proven themselves by previous work for us or for our customer.

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

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.
ChargePoint's charging stations require use of the ChargePoint network. In the unlikely event ChargePoint should ever go out of business, the stations can be ported to an OCPP compliant network.

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	Home Station		X	X	RFID CC	
DC Fast Charge	X			X	X	RFID CC	

b. Describe your data security practices for payment processing and user information.
ChargePoint's payment processing mechanisms are all PCI compliant. User data is kept on secure servers and availability is limited.

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 products are extremely flexible for both access control and pricing structures.

Access Control:

Stations can be configured to allow all drivers or specific groups of drivers. Drivers can be grouped into categories that make sense to the station owner. These can include employees, students, fleet drivers, or public. Various groups of drivers can be allowed access to stations or denied access to stations.

Pricing Structures:

Pricing structures can be configured so that the stations are free or that there is a fee for usage. The fee (or free) can be applied differently to different groups of drivers (public, employees, students, fleet, etc.) and can be set to vary by different times of day. Different pricing policies can be applied to different groups of drivers.

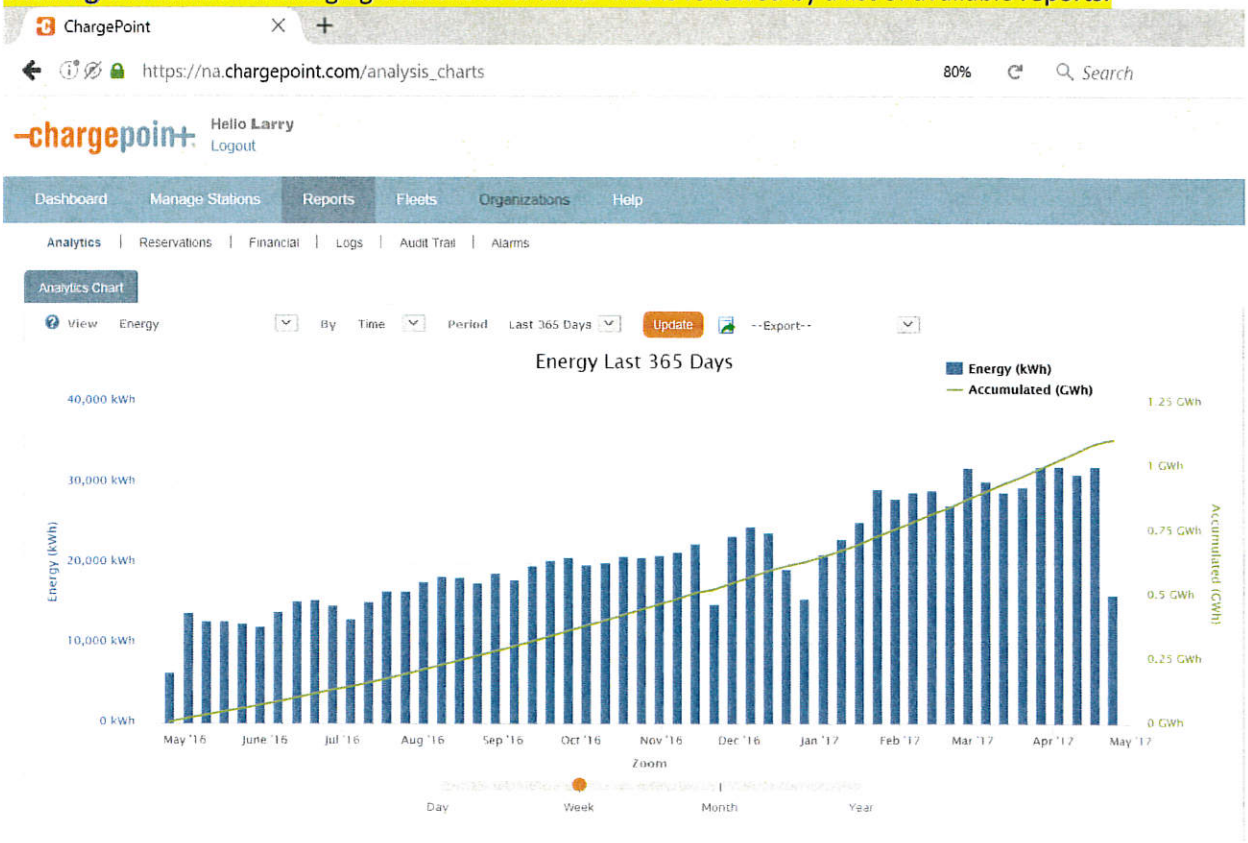
Pricing can be configured by many factors or a combination:

- Amount of electricity (kWh) dispensed
- Time plugged in. Time actually charging
- Time of Day
- Minimum fee, Maximum Fee

- Who the driver is (fleet, employee, public, etc)

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 reporting capabilities in a user-friendly and highly flexible interface. These are available in the ChargePoint web portal accessible by the customer's browser. Reports may be viewed in graphical or tabular format with a customizable date range and can be exported to Excel or CSV. Reports can be created for a single station, all stations, or groups of stations and the timeframe for the report can be easily modified. Below are two sample reports, the 1st showing amount of electricity dispensed over time and the 2nd showing the number of charging sessions over time. This is followed by a list of available reports.



Session Details	A history of all activity on a station, group of stations, or all your stations.

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.

ChargePoint supports fleet payment cards—Voyager, US Bank and WEX (Wright Express). ChargePoint's system also has a robust set of APIs which can be accessed from fleet or building management systems.

Signature: Gary Kinder Date: 5/5/17

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 _____ JC _____

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.

yes _____ JC _____

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 — JM

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 — JM

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 — JM

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 — JM

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 — JM

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: LilyPad EV

Contract number: 051017-LPE

Category: Fleet Services, Parts, Equipment

Maturity date: 7/25/21

Address: 9801 W. 100th Terr

City, state, zip code: Overland Park, KS 66212

Phone number: 816-210-9633

Printed name and title of authorized representative: Larry Kinder, CEO

Signature of authorized representative:

Date: 11/8/17