Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST

Company Name: AeroVironment, 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.

<table>
<thead>
<tr>
<th>Section/page</th>
<th>Term, Condition, or Specification</th>
<th>Exception</th>
<th>NJPA Accepts</th>
</tr>
</thead>
<tbody>
<tr>
<td>P. 30</td>
<td>Suspension or Disbarment</td>
<td>Title should be Suspension or Debarment</td>
<td>Not Accepted</td>
</tr>
<tr>
<td>P. 31</td>
<td>Limitation of Liability</td>
<td>Please add “S. Limitation of Liability” section as listed below</td>
<td>Not Accepted</td>
</tr>
</tbody>
</table>

Proposer’s Signature: [Signature] Date: 5-9-17

8.31 TO THE EXTENT PERMITTED BY LAW, VENDOR’S LIABILITY FOR NJPA’S OR AN NJPA MEMBER’S DAMAGES WILL, IN THE AGGREGATE, NOT EXCEED THE VALUE OF THE IMPlicated PURCHASE ORDER, EXCEPT AS OTHERWISE PROVIDED HEREIN. IN NO EVENT SHALL VENDOR, NJPA OR AN NJPA MEMBER BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, ECONOMIC OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFITS, SUFFERED OR INCURRED, AS A RESULT OF THE PRODUCTS OR SERVICES THAT ARE THE SUBJECT OF THIS CONTRACT. LIMITATIONS OF LIABILITY PROVIDED HEREIN WILL APPLY WHETHER THE LIABILITY ARISES UNDER BREACH OF CONTRACT OR WARRANTY, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY, OR ANY OTHER CAUSE OF ACTION, AND SHALL INCLUDE A PARTY’S AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, AND SUBCONTRACTORS. THIS LIMITATION APPLIES TO THE ENTIRETY OF THIS AGREEMENT AND THESE TERMS AND CONDITIONS.

NJPA’s clarification on exceptions listed above:

Suspension - The requested exception is not a deviation or contingency to the proposal, terms or conditions.
Limitation of Liability - Can be negotiated in the individual contract with members

Review and Approved:

NJPA Legal Department
FORM D

Contract Award
RFP #051017

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: AeroVironment, Inc. Date: May 9, 2017

Company Address: 800 Royal Oaks Drive, Suite 210

City: Monrovia State: CA Zip: 91016

Contact Person: Greg Lary Title: Senior Director, EES Sales

Authorized Signature: James E. "Greg" Lary (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-AEV

Proposer's full legal name: AeroVironment, 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:

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on July 24, 2017
NJPA Contract # 051017-AEV

Vendor Authorized Signatures:

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

Vendor Name: AeroVironment, Inc.

Authorized Signatory's Title: VP & GM, EES

Kenneth D. Karklin
(NAME PRINTED OR TYPED)

Vendor Authorized Signature

Executed on 26 July, 2017
NJPA Contract # 051017-AEV
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: AeroVironment, Inc.

Address: 800 Royal Oaks Drive, Suite 210

City/State/Zip: Monrovia, CA 91016

Telephone Number: 626-357-9983

E-mail Address: lary@avinc.com

Authorized Signature: [Signature]

Authorized Name (printed): James Gregory Lary

Title: Senior Director, EES Sales

Date: May 9, 2017

Notarized

Subscribed and sworn to before me this [Signature] day of [Month], 20 [Year]

Notary Public in and for the County of [County] State of [State]

My commission expires: [Signature]

Signature: [Signature]
CALIFORNIA JURAT WITH AFFIANT STATEMENT

☐ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 9th day of May, 2017, by James Gregory Larry (and (2) ),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Proposition Assurance of Compliance
Document Date: 5-9-17
Number of Pages: 2
Signer(s) Other Than Named Above:

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5910
Form P

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

Proposer Name: AeroVironment, Inc.

Questionnaire completed by: Charles Botsford

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?
   AeroVironment standard terms are balance 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?
   AeroVironment does not finance or lease equipment.

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.
   AeroVironment develops quotations for our customers, logs these quotations into Salesforce. When a customer places an order, we log this into Salesforce and then into our Oracle Customer Relationship Management (CRM) system. We have the capability to report quarterly sales to NJPA.

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?
   AeroVironment does not currently accept P-card payments.

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.
   • Do your warranties cover all products, parts, and labor?
     AeroVironment EV chargers carry a three-year parts and labor warranty.

   • Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
     Our units are NEMA 3R and 4 environmentally rated and UL-listed. Historically, most maintenance issues relate to poorly maintained charger cable and coupler damage. AV provides customer training for preventive maintenance checks. AV warranty will not cover vandalism or intentional damage of the units or damage that is not due to a unit failure — e.g., struck by vehicle.
- Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?
  
  AeroVironment warranty covers on-site labor if we participated in the installation process (e.g., turnkey or final installation).

- 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?
  
  AeroVironment warranties cover all geographic regions of the US.

- 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?
  
  AeroVironment does not typically provide equipment from other manufacturers. However, when we do, we pass on the third party manufacturer’s warranty intact. These terms should meet or exceed AV’s warranty terms. For example, the cable management system has a 10 year warranty on all parts but the cord and eyelet.

- What are your proposed exchange and return programs and policies?
  
  AeroVironment has an RMA process for returns, which is typically liberal. We have a 20% restocking fee.

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

  AeroVironment does not typically offer service contracts for our EV chargers because they are a replaceable item. Preventive maintenance contracts are not necessary for our equipment.
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.

AeroVironment (AV) welcomes the opportunity to work with NJPA, and is pleased to provide our response to NJPA’s RFP for the EV Charging. We’ve supplied over 50,000 Level 2 Electric Vehicle Supply Equipment (EVSE) and approximately 750 DC fast chargers. We’ve also installed and supported EV charging equipment for two decades. Over 14,000 of our charging ports serve industrial electric vehicles at OEM factories, logistics and distribution centers, commercial airports, and military facilities.

A History of Making History. AV has over four decades of innovation history in clean transportation. Founded in 1971 by renowned innovator and engineer Dr. Paul MacCready, one of Time Magazine’s “greatest minds of the 20th century,” AV has pioneered a succession of groundbreaking alternative energy vehicles and enabling technologies, including the Gossamer Condor, Gossamer Albatross, Solar Challenger and Sunraycer. Seven AV vehicles reside in the Smithsonian’s collection. We are listed on NASDAQ at AVAV.

We have a unique perspective on the EV market because of our direct involvement in its first major movement in the early 1990’s, with our pioneering work on the first modern electric car, General Motor’s EV-1 prototype, the Impact. AV developed the Impact as well as a variety of battery test and production charging equipment. By the late-1990s our DC fast chargers became the first and only UL-listed DC fast chargers for electric vehicles for a decade. Since then, we have become one of the premier suppliers of EV charging systems worldwide.

GM EV-1

AV – Leading the New EV Movement. AV is the preferred EV charging equipment supplier to vehicle makers and energy utilities throughout the world.

- General Motors – General Motors selected AV to supply EV charging stations to GM dealerships in the US and Canada.
- Nissan North America and Nissan Canada – Nissan selected AV as sole preferred EV charger and installation services supplier for the Nissan LEAF in North America
- Hyundai Motor America – Hyundai selected AV as the preferred provider for dealership installations in North America for the Sonata Plug-In Hybrid
- Mitsubishi North America – Mitsubishi selected AV as preferred provider for residential EVSE and installation services for their i-series rollout
- BMW Group – BMW selected AV as preferred provider of EVSE for the ActiveE program
- Ford Motor Company - Ford selected AV as their authorized EVSE supplier and sole provider of installation services for the Ford Focus Electric, C-Max Energi and Fusion plug-in electric vehicles
- Fiat/Chrysler – Fiat/Chrysler selected AV as the preferred provider of dealership and home charging stations and installations for Fiat’s 500e and dealer infrastructure for the Chrysler mini-van
- Kia Motors America – Kia selected AV as a preferred supplier for the Kia Soul EV
- Volvo North America – AV is the sole supplier of Level 1/Level 2 EVSE cordsets in-trunk for Volvo’s US PHEVs, with our TurboCord product. Volvo also selected AV to supply their global wallbox.

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.)
<table>
<thead>
<tr>
<th>Product</th>
<th>SKU</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>TurboCord</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TurboCord Dual</td>
<td>23076-020</td>
<td>599.00</td>
</tr>
<tr>
<td>TurboCord Dual, Amazon FBA</td>
<td>23076-020-FBA</td>
<td>599.00</td>
</tr>
<tr>
<td>TurboCord 240V</td>
<td>23075-020</td>
<td>499.00</td>
</tr>
<tr>
<td>TurboCord 240V, Amazon FBA</td>
<td>23075-020-FBA</td>
<td>499.00</td>
</tr>
<tr>
<td>TurboCord 240V Lockable Outdoor Use Cover Kit</td>
<td>23075-020, 23488</td>
<td>699.00</td>
</tr>
<tr>
<td>While-In-Use Cover Kit (w/o TurboCord)</td>
<td>23488</td>
<td>200.00</td>
</tr>
<tr>
<td>TurboDock</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TurboDock Wall Mounting Kit</td>
<td>20254</td>
<td>499.00</td>
</tr>
<tr>
<td>TurboDock Pedestal Kit</td>
<td>20242</td>
<td>499.00</td>
</tr>
<tr>
<td>TurboDock Module - 120V</td>
<td>25208-020</td>
<td>949.00</td>
</tr>
<tr>
<td>TurboDock Module - Dual 120V/240V</td>
<td>20088-020</td>
<td>1,299.00</td>
</tr>
<tr>
<td>TurboDock Wallmount - Single</td>
<td>20088-020, 20254</td>
<td>1,798.00</td>
</tr>
<tr>
<td>TurboDock Wallmount - Dual</td>
<td>20088-020 (x2), 20254</td>
<td>3,097.00</td>
</tr>
<tr>
<td>TurboDock Pedestal - Single</td>
<td>20088-020</td>
<td>1,798.00</td>
</tr>
<tr>
<td>TurboDock Pedestal - Dual</td>
<td>20088-020 (x2), 20242</td>
<td>3,097.00</td>
</tr>
<tr>
<td>TurboDock Pedestal - Triple</td>
<td>20088-020 (x3), 20242</td>
<td>4,396.00</td>
</tr>
<tr>
<td>TurboDock Pedestal - Quad</td>
<td>20088-020 (x4), 20242</td>
<td>5,695.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Product</th>
<th>SKU</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EVSE-RS 15&quot;</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EVSE-RS 15&quot;, AV Branded</td>
<td>19356-015</td>
<td>599.00</td>
</tr>
<tr>
<td>EVSE-RS 15&quot;, AV Branded, Amazon FBA</td>
<td>19356-015-FBA</td>
<td>599.00</td>
</tr>
<tr>
<td>EVSE-RS 15&quot;, AV Branded, French Canadian</td>
<td>20370-015</td>
<td>599.00</td>
</tr>
<tr>
<td>EVSE-RS 15&quot;, Fiat/Chrysler Branded</td>
<td>21704-015</td>
<td>599.00</td>
</tr>
<tr>
<td>EVSE-RS 15&quot;, NNA Branded</td>
<td>19704-015</td>
<td>599.00</td>
</tr>
<tr>
<td>EVSE-RS 15&quot;, NNA Branded, Amazon Canada</td>
<td>19704-015-FBA</td>
<td>599.00</td>
</tr>
<tr>
<td>EVSE-RS 15&quot;, NNA Branded, French Canadian</td>
<td>20371-015</td>
<td>599.00</td>
</tr>
<tr>
<td><strong>EVSE-RS 25&quot;</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EVSE-RS 25&quot;, AV Branded</td>
<td>19356-025</td>
<td>699.00</td>
</tr>
<tr>
<td>EVSE-RS 25&quot;, AV Branded, Amazon FBA</td>
<td>19356-025-FBA</td>
<td>699.00</td>
</tr>
<tr>
<td>EVSE-RS 25&quot;, AV Branded, French Canadian</td>
<td>20370-025</td>
<td>699.00</td>
</tr>
<tr>
<td>EVSE-RS 25&quot;, AV Branded, C-Tick</td>
<td>23570-025</td>
<td>699.00</td>
</tr>
<tr>
<td>EVSE-RS 25&quot;, AV Branded, Access Control (Liberty)</td>
<td>23655-025</td>
<td>699.00</td>
</tr>
<tr>
<td>EVSE-RS 25&quot;, Fiat/Chrysler Branded</td>
<td>21704-025</td>
<td>699.00</td>
</tr>
<tr>
<td>EVSE-RS 25&quot;, Chrysler MOPAR Branded</td>
<td>24621-025</td>
<td>699.00</td>
</tr>
<tr>
<td>EVSE-RS 25&quot;, Ford Branded</td>
<td>19653-025</td>
<td>699.00</td>
</tr>
<tr>
<td>EVSE-RS 25&quot;, Ford Canada Branded</td>
<td>23245-025</td>
<td>699.00</td>
</tr>
<tr>
<td>EVSE-RS 25&quot;, NNA Branded</td>
<td>19704-025</td>
<td>699.00</td>
</tr>
<tr>
<td>EVSE-RS 25&quot;, NNA Branded, Amazon FBA</td>
<td>19704-025-FBA</td>
<td>699.00</td>
</tr>
<tr>
<td>EVSE-RS 25&quot;, NNA Branded, French Canadian</td>
<td>20371-025</td>
<td>699.00</td>
</tr>
<tr>
<td>EVSE-RS 25&quot;, Volvo Branded</td>
<td>24009-025</td>
<td>699.00</td>
</tr>
<tr>
<td>EVSE-RS 25&quot;, Volvo Branded, C-Tick</td>
<td>24696-025</td>
<td>699.00</td>
</tr>
<tr>
<td>Product</td>
<td>SKU</td>
<td>MSRP</td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>--------</td>
<td>------</td>
</tr>
<tr>
<td>EVSE-RS Plug-In</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EVSE-RS 25' Plug-In, AV Branded</td>
<td>21330-025</td>
<td>749.00</td>
</tr>
<tr>
<td>EVSE-RS 25' Plug-In, AV Branded, Amazon FBA</td>
<td>21330-025-FBA</td>
<td>749.00</td>
</tr>
<tr>
<td>EVSE-RS 25' Plug-In, AV Branded, French Canadian</td>
<td>21426-025</td>
<td>749.00</td>
</tr>
<tr>
<td>EVSE-RS 25' Plug-in, Fiat/Chrysler Branded</td>
<td>21331-025</td>
<td>749.00</td>
</tr>
<tr>
<td>EVSE-RS 25' Plug-in, NNA Branded</td>
<td>21557-025</td>
<td>749.00</td>
</tr>
<tr>
<td>EVSE-RS 25' Plug-in, NNA Branded, Amazon FBA</td>
<td>21557-025-FBA</td>
<td>749.00</td>
</tr>
<tr>
<td>EVSE-RS 25' Plug-in, NNA Branded, French Canadian</td>
<td>21428-025</td>
<td>749.00</td>
</tr>
<tr>
<td>EVSE-RS Pedestals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EVSE-RS Pedestal - Single (no charger)</td>
<td>19127 &amp; 19132</td>
<td>1,221.00</td>
</tr>
<tr>
<td>EVSE-RS Pedestal - Dual (no charger)</td>
<td>19127, 19129 &amp; 19131</td>
<td>1,977.00</td>
</tr>
<tr>
<td>EVSE-RS Pedestal - Quad (no charger)</td>
<td>19127, 19130 &amp; 19131</td>
<td>3,884.00</td>
</tr>
<tr>
<td>EVSE-RS Pedestal - Single, AV Branded, 25'</td>
<td>19127 &amp; 19132, 19336-025</td>
<td>1,870.00</td>
</tr>
<tr>
<td>EVSE-RS Pedestal - Dual, AV Branded, 25'</td>
<td>19127, 19129 &amp; 19131, 19336-025 (x2)</td>
<td>3,275.00</td>
</tr>
<tr>
<td>EVSE-RS Pedestal - Quad, AV Branded, 25'</td>
<td>19127 &amp; 19130 &amp; 19131, 19336-025 (x4)</td>
<td>6,480.00</td>
</tr>
<tr>
<td>Installation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installation Only - TurboCord</td>
<td></td>
<td>799.00</td>
</tr>
<tr>
<td>Installation Only - EVSE-RS</td>
<td></td>
<td>799.00</td>
</tr>
<tr>
<td>Installation Only - EVSE-RS Plug-In</td>
<td></td>
<td>799.00</td>
</tr>
<tr>
<td>TurboCord 240V Installation Package</td>
<td></td>
<td>1,298.00</td>
</tr>
<tr>
<td>TurboCord Dual 120V/240V Installation Package</td>
<td></td>
<td>1,398.00</td>
</tr>
<tr>
<td>EVSE-RS 15' Installation Package</td>
<td></td>
<td>1,398.00</td>
</tr>
<tr>
<td>EVSE-RS 25' Installation Package</td>
<td></td>
<td>1,448.00</td>
</tr>
<tr>
<td>EVSE-RS PI Installation Package</td>
<td></td>
<td>1,548.00</td>
</tr>
<tr>
<td>Accessories</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cable Management System</td>
<td>24808</td>
<td>345.33</td>
</tr>
</tbody>
</table>

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

AeroVironment offers NJPA a 15% discount for hardware from our MSRP. We do not offer a discount on our installation services.

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.

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

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

   AeroVironment offers discounts starting at quantities of 100 units.
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.

_AeroVironment provides third party services and hardware on an infrequent basis. The details of pricing for such sourcing are TBD._

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.

_We charge sales tax unless our customer produces a reseller certificate._

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

_AeroVironment charges for shipping for all non-charger related hardware (e.g., pedestals). Shipping for EV chargers is no charge in the US (including Hawaii and Alaska)._ 

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

_AeroVironment charges for shipping for all charger and non-charger related hardware to Canada._ 

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

_AeroVironment stocks EV chargers and related hardware at various locations in the US._

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.

_AeroVironment will institute an NJPA program for tracking and auditing purposes._

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.)

_AeroVironment will pay NJPA a 2% fee based on the sales under the Contract._
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.

_**AeroVironment** is an **EV charger hardware manufacturer. We also support our customers with EV charger-related installation services.**_

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

_AeroVironment’s Customer Relations Management (CRM) is managed by the CS Team through Oracle e-Business Suite Version 12.1.3 Service Module, an Oracle-based Service Request (SR) system. Oracle’s integrated Customer Relationship Management (CRM) solution is a set of applications that give us information-driven sales, service, and marketing. Oracle CRM is built on an open, standards-based architecture that streamlines business processes, improves data quality, and allows all key divisions to draw from the same source of data._

_In a request is placed by a customer concerning their EV Charger, we document the service request using customer serial number and part number. Customer history and installed base record is in our Oracle installed base and associated warranties are available for proper and prompt scheduling of service calls. Initial contact from customer can be made through several media, including on-line form, phone, email or fax and response to customer and assignment of Service Provider is tracked through SR and Oracle-based AV-Portal._
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.

<table>
<thead>
<tr>
<th>Mount Type</th>
<th>Hardware</th>
<th>Port</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installation</td>
<td>Wall</td>
<td>Pedestal</td>
</tr>
<tr>
<td>Level 1</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Level 2</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>DC Fast Charge</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

AVA uses local licensed contractors to perform the construction and installation of the charging equipment. These contractors know the requirements and are able to provide needed documentation to the local AHJ to meet the requirements for proper permitting and acceptance when the work is complete. All contractors use the locally accepted version of the National Electrical Code and all work is done by permit and inspected. As needed these contractors will also provide information for the local municipal planning departments who may have additional requirements or restrictions within their jurisdictions as to set back or placement of vehicle charging equipment.

AVA's licensed contractors have been trained by AV contractor managers in the installation of AV provided charging equipment. AV has nearly 400 electrical contractor companies trained and under contract.

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

Aerovironment's networked EVSE comply with several communications protocols, OCPP 1.6 being one of them.

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.

Aerovironment works with many network service providers including Greenlots, EV Connect, Kitu, Liberty, Shell, and Drive.
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.

<table>
<thead>
<tr>
<th>Network Service Providers</th>
<th>Communication Type</th>
<th>Station Access</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cellular</td>
<td>App Based</td>
</tr>
<tr>
<td></td>
<td>Wi-Fi</td>
<td>Credit Card</td>
</tr>
<tr>
<td></td>
<td>Ethernet</td>
<td>On-Site Keypad</td>
</tr>
</tbody>
</table>

   Level 2    X    X
   DC Fast Charge

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

Specific to the network services provider.

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.

Specific to the network services provider.

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.

Specific to the network services provider.

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.

Specific to the network services provider.

Signature: [Signature]

Date: 5-9-17
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.

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,

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

Vendor Agrees (YES or NO) [Signature]  
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._

Vendor Agrees (YES or NO) [Signature]  
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 $1,000,000 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 week work. 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._

Vendor Agrees (YES or NO) [Signature]  
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.

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 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.

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.

Vendor Agrees [YES or NO]  
Initials of Authorized Representative

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).

Vendor Agrees (YES or NO)  

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 grantee or subgrantee submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor Agrees (YES or NO)  

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.

Vendor Agrees (YES or NO)  

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.

Vendor Agrees (YES or NO)  

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.

Vendor Agrees (YES or NO)
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.

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>AEROVIRONMENT, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract number:</td>
<td>051017 - AEV</td>
</tr>
<tr>
<td>Category:</td>
<td>FLEET SERVICES, PARTS &amp; EQUIPMENT</td>
</tr>
<tr>
<td>Maturity date:</td>
<td>07/25/2021</td>
</tr>
<tr>
<td>Address:</td>
<td>800 ROYAL OAKS DRIVE, SUITE 210</td>
</tr>
<tr>
<td>City, state, zip code:</td>
<td>MONROVIA, CA 91016</td>
</tr>
<tr>
<td>Phone number:</td>
<td>626-357-9983</td>
</tr>
<tr>
<td>Printed name and title of authorized representative:</td>
<td>KENNETH D KARKUN, VP &amp; GM, CES</td>
</tr>
</tbody>
</table>

Signature of authorized representative:

Date: 10/9/17
ASSIGNMENT AGREEMENT

This Assignment Agreement is by and among Sourcewell, formerly known as National Joint Powers Alliance or NJPA ("Sourcewell"), having its principal office located at 202 12th Street NE, PO Box 219, Staples, MN 56479; AeroVironment, Inc., ("AeroVironment"), having its principal office located at 800 Royal Oaks Drive, Suite 210, Monrovia, CA 91016; and Webasto Charging Systems, Inc., having its principal office located at Kralíčkova 5, 82131 Stockdorf, Germany ("Webasto").

NJPA, now known as Sourcewell, has an agreement with AeroVironment to provide Electric Vehicle Supply Equipment under Sourcewell Contract Number 051017-AEV ("Original Contract").

AeroVironment wishes to assign all its rights and responsibilities in the Original Contract to Webasto.

The assignment provision of the Original Contract, Article 8, Section C - Assignment of Contract provides assignment of the contract only upon written consent of Sourcewell.

ASSIGNMENT

1. This Assignment Agreement will become effective July 1, 2018, or upon its full execution by the parties, whichever is later.

2. On June 6, 2018, National Joint Powers Alliance, also referred to as NJPA, changed its name to Sourcewell. Any reference to either National Joint Powers Alliance or NJPA in the Original Contract should be read to be changed to Sourcewell.

3. AeroVironment wishes to assign to Webasto all AeroVironment’s rights, responsibilities, and other provisions set forth in the Original Contract, Sourcewell Contract Number 051017-AEV.

4. Webasto has obtained a copy of the Original Contract from AeroVironment, and certifies it will comply with the terms of the Original Contract as executed by AeroVironment and Sourcewell. The parties agree this assignment is unconditional and without recourse.

5. AeroVironment and Webasto jointly and severally represent and warrant to Sourcewell that:
   a. AeroVironment is not in default of any of its obligations under the Original Agreement;
   b. Webasto is ready, willing, and able to perform all the obligations and responsibilities of the Original Contract;
   c. AeroVironment and Webasto request consent from Sourcewell to this assignment; and
   d. Webasto accepts assignment of the provisions of the Original Contract.
6. In consideration for the above, Sourcewell consents to this assignment.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date hereof.

AeroVironment, Inc.
Authorized Signature – Signed
By Melissa Brown
Name – Printed
Title Vice President + General Counsel
Date 8/6/18

Webasto Charging Systems, Inc.
Authorized Signature – Signed
By John Thomas
Name – Printed
Title CEO
Date 3 August 2018

Sourcewell
Authorized Signature – Signed
By Jeremv Schwartz
Name – Printed
Title Director of Operations & Procurement/CPO
Date 8/7/2018 | 2:24 PM CDT

Sourcewell
Authorized Signature – Signed
By Chad Coauette
Name – Printed
Title Executive Director / CEO
Date 8/7/2018 | 2:52 PM CDT