

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

CONTRACT



Supplier 0000345362
Northern Reliability Inc.
81 Demeritt Place
Waterbury VT 05676
United States

Contract ID 0000000000000000000035820		Page 1 of 6
Contract Dates 04/16/2018 to 04/15/2021		Origin CP
Description: CP-SOLAR EQUIPMENT		Contract Maximum \$260,000.00
Buyer Name William A Vivian Jr.	Buyer Phone 828-4681	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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1		Solar Panels- Two Options:	EA	0.01000	0.00	0.00
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(1A) -300 watt with a PTC of 290.
=PER UNIT PRICE: \$238.00
- MFR: Canadian Solar.
- MODEL#: CS6U-325P. LIMITED QUANTITIES
- WARRANTY PERIOD: 25 Years.

(1B) 200-220 watt 12v (2 - 100W 12V PANELS).
=PER UNIT PRICE: \$264.00
- MFR: Solar Tech.
- MODEL#: SPM100P-TS-N.
- WARRANTY PERIOD: 25 Years.

(1C) -300 watt with a PTC of 290.
=PER UNIT PRICE: \$255
- MFR: Canadian Solar.
- MODEL#: CS1H-325MS-Black
- WARRANTY PERIOD: 25 Years.

2		Pole Mount Panel Array: Three Options:	EA	0.01000	0.00	0.00
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(2B) Pole mounted array that will fit on TOP of a SIX (6) INCH pole and be capable of holding 8 (2 rows of 4)
300 Watt panels in portrait orientation includes gimble.
=PER UNIT PRICE: \$1,537.00
- MFR: DPW Solar.
- MODEL#: TPM8 - H.
- WARRANTY PERIOD: 10 Years.

(2C) Pole mounted array that will mount to the SIDE of a FIVE (5) INCH pole and be capable of holding 2 (ONE
ABOVE THE OTHER) 200 Watt panels in landscape orientation (2 SPM mounts).
=PER UNIT PRICE: \$345.00
- MFR: Tamarack Solar.
- MODEL#: UNI-SP02A.
- WARRANTY PERIOD: 10 Years.

3		Combiner boxes: Two Options:	EA	0.01000	0.00	0.00
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(3A) - Combiner box capable of SIX (6) DC breakers (including breakers).
=PER UNIT PRICE: \$183.00
- MFR: Midnite Solar.
- MODEL#: MNPV6.
- WARRANTY PERIOD: 5 Years.

(3B) - Combiner box capable of THREE (3) DC breakers (including breakers).
=PER UNIT PRICE: \$124.00
- MFR: Midnite Solar.
- MODEL#: MNPV3.
- WARRANTY PERIOD: 5 Years.

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(6C) - Loose MC4 connector - [mated pair]:.
=PER UNIT PRICE: \$ 4.00
- MFR: Amphenol.
- MODEL#: H4CPC6DI.
- WARRANTY PERIOD: 90 days.

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(8A) - DIN rail (one 3m length) :
 =PER UNIT PRICE: \$ 4.00
 - MFR: Automation Direct.
 - MODEL#: DN-R35S1.
 - WARRANTY PERIOD: 1 Year.

(8B) - DIN rail mount DC breakers.
 =PER UNIT PRICE: \$ 12.00
 - MFR: Midnite Solar.
 - MODEL#: MNEPV2 - 63.
 - WARRANTY PERIOD: 5 Years.

(8C) - DIN rail junction blocks.
 =PER UNIT PRICE: \$ 1.40
 - MFR: Allen Bradley.
 - MODEL#: 1492- J6.
 - WARRANTY PERIOD: 1 Year.

(8D) - Bus bars.
 =PER UNIT PRICE: \$ 6.00
 - MFR: Square D.
 - MODEL#: PK7GTA.
 - WARRANTY PERIOD: 2 Years.

3. Maximum Amount. In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$250,000.00.

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Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of

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Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

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<p>(1A) -300 watt with a PTC of 290. =PER UNIT PRICE: \$238.00 - MFR: Canadian Solar. - MODEL#: CS6U-325P. LIMITED QUANTITIES - WARRANTY PERIOD: 25 Years.</p> <p>(1B) 200-220 watt 12v (2 - 100W 12V PANELS). =PER UNIT PRICE: \$329.00 - MFR: Solar Tech. - MODEL#: SPM100P-TS-N. - WARRANTY PERIOD: 25 Years.</p> <p>(1C) -300 watt with a PTC of 290. =PER UNIT PRICE: \$255 - MFR: Canadian Solar. - MODEL#: CS1H-325MS-Black - WARRANTY PERIOD: 25 Years.</p>					
2	Pole Mount Panel Array: Three Options:	EA	0.01000	0.00	0.00
<p>(2B) Pole mounted array that will fit on TOP of a SIX (6) INCH pole and be capable of holding 8 (2 rows of 4) 300 Watt panels in portrait orientation includes gimble. =PER UNIT PRICE: \$1,537.00 - MFR: DPW Solar. - MODEL#: TPM8 - H. - WARRANTY PERIOD: 10 Years.</p> <p>(2C) Pole mounted array that will mount to the SIDE of a FIVE (5) INCH pole and be capable of holding 2 (ONE ABOVE THE OTHER) 200 Watt panels in landscape orientation (2 SPM mounts). =PER UNIT PRICE: \$292.00 - MFR: Tamarack Solar. - MODEL#: UNI-SP02A. - WARRANTY PERIOD: 10 Years.</p>					
3	Combiner boxes: Two Options:	EA	0.01000	0.00	0.00
<p>(3A) - Combiner box capable of SIX (6) DC breakers (including breakers). =PER UNIT PRICE: \$166.00 - MFR: Midnite Solar. - MODEL#: MNPV6. - WARRANTY PERIOD: 5 Years.</p> <p>(3B) - Combiner box capable of THREE (3) DC breakers (including breakers). =PER UNIT PRICE: \$114.00 - MFR: Midnite Solar. - MODEL#: MNPV3. - WARRANTY PERIOD: 5 Years.</p>					

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(6A & 6B) - UV resistant 10 awg stranded cable with MC4 connectors in TWO lengths: (15 Feet length and 30 feet length):

-
- 6A: [15 Feet length]:
=PER UNIT PRICE: \$ 13.00.
- MFR: Soligent.
- MODEL#: 19-JMC4MF10PVDB6015.
- WARRANTY PERIOD: 25 Years.
-
- 6B: [30 Feet length]:
=PER UNIT PRICE: \$ 17.00.
- MFR: Soligent.
- MODEL#: 19-JMC4MF10PVDB6030.
- WARRANTY PERIOD: 25 Years.
-

(6C) - Loose MC4 connector - [mated pair]:.

- =PER UNIT PRICE: \$ 4.00
- MFR: Amphenol.
- MODEL#: H4CPC6DI.
- WARRANTY PERIOD: 90 days.

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(8A) - DIN rail (one 3m length) :
 =PER UNIT PRICE: \$ 4.00
 - MFR: Automation Direct.
 - MODEL#: DN-R35S1.
 - WARRANTY PERIOD: 1 Year.

(8B) - DIN rail mount DC breakers.
 =PER UNIT PRICE: \$ 12.00
 - MFR: Midnite Solar.
 - MODEL#: MNEPV2 - 63.
 - WARRANTY PERIOD: 5 Years.

(8C) - DIN rail junction blocks.
 =PER UNIT PRICE: \$ 1.40
 - MFR: Allen Bradley.
 - MODEL#: 1492- J6.
 - WARRANTY PERIOD: 1 Year.

(8D) - Bus bars.
 =PER UNIT PRICE: \$ 6.00
 - MFR: Square D.
 - MODEL#: PK7GTA.
 - WARRANTY PERIOD: 2 Years.

3. Maximum Amount. In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$250,000.00.

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This document consists of 6 pages. Except as modified by this Amendment No. 2, all provisions of the Contract remain in full force and effect.

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4		Battery boxes:	EA	0.01000	0.00	0.00
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(4A) - 20 INCH Height X 48 INCH WIDTH X 46 INCH DIAMETER or bigger insulated battery box.
=PER UNIT PRICE: \$1,635.00
- MFR: North Park Metalworkers.
- MODEL#: 016897- ins.
- WARRANTY PERIOD: 1 Year.

(4B) - 32 INCH Height X 16 INCH WIDTH X 14 INCH DIAMETER or bigger non-insulated box.
=PER UNIT PRICE: \$682.00
- MFR: North Park Metalworkers.
- MODEL#: MICRO-SPS-K01-004.
- WARRANTY PERIOD: 1 Year.

5		Charge controllers: Two Options with Two Types each:	EA	0.01000	0.00	0.00
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(5A & 5B) -20 or 30 mppt. (-20A mppt OR -30A mppt)
=PER UNIT PRICE: \$ 328.00
- MFR: Midnite Solar.
- MODEL#: MNKID.
- WARRANTY PERIOD: 5 Years.

(5C & 5D) -45 or 60 mppt. (-45A mppt OR -60A mppt).
=PER UNIT PRICE: \$ 494.00
- MFR: Outback.
- MODEL#: FM60.
- WARRANTY PERIOD: 5 Years.

6		Cables and Connectors.	EA	0.01000	0.00	0.00
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(6A & 6B) - UV resistant 10 awg stranded cable with MC4 connectors in TWO lengths: (15 Feet length and 30 feet length):

- 6A: [15 Feet length]:
=PER UNIT PRICE: \$ 13.00.
- MFR: Soligent.
- MODEL#: 19-JMC4MF10PVDB6015.
- WARRANTY PERIOD: 25 Years.

- 6B: [30 Feet length]:
=PER UNIT PRICE: \$ 17.00.
- MFR: Soligent.
- MODEL#: 19-JMC4MF10PVDB6030.
- WARRANTY PERIOD: 25 Years.

(6C) - Loose MC4 connector - [mated pair]:
=PER UNIT PRICE: \$ 4.00
- MFR: Amphenol.
- MODEL#: H4CPC6DI.
- WARRANTY PERIOD: 90 days.

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(8A) - DIN rail (one 3m length) :
 =PER UNIT PRICE: \$ 4.00
 - MFR: Automation Direct.
 - MODEL#: DN-R35S1.
 - WARRANTY PERIOD: 1 Year.

(8B) - DIN rail mount DC breakers.
 =PER UNIT PRICE: \$ 12.00
 - MFR: Midnite Solar.
 - MODEL#: MNEPV2 - 63.
 - WARRANTY PERIOD: 5 Years.

(8C) - DIN rail junction blocks.
 =PER UNIT PRICE: \$ 1.40
 - MFR: Allen Bradley.
 - MODEL#: 1492- J6.
 - WARRANTY PERIOD: 1 Year.

(8D) - Bus bars.
 =PER UNIT PRICE: \$ 6.00
 - MFR: Square D.
 - MODEL#: PK7GTA.
 - WARRANTY PERIOD: 2 Years.

3. Maximum Amount. In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$250,000.00.

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perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 5 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

PRICE SCHEDULE SOLAR EQUIPMENT 2019					
ITEM DESCRIPTION	MANUFACTURER	MODEL NO.	WARRANTY PERIOD	UNIT PRICE	
<u>Solar panels:</u>					
-300watt or better with a PTC of 290 or better and made by a company that has been making solar panels at least 15 years	Canadian Solar	CS1H-325MS-Black	25 years	\$255	
-200-220watt 12v and made by a company that has been making solar panels at least 15 years (2 100W 12V PANELS)	SolarTech	SPM100P-TS-N	25 years	\$329	
<u>Pole mount panel array:</u>					
-pole mounted array that will fit on TOP of a 6" pole and be capable of holding 6 (2 rows of 3) 300watt panels in portrait orientation includes gimble	DPW Solar	TPM6-H	10 years	\$1,145	
-pole mounted array that will fit on TOP of a 6" pole and be capable of holding 8 (2 rows of 4) 300watt panels in portrait orientation includes gimble	DPW Solar	TPM8-H	10 years	\$1,537	
-pole mounted array that will mount to the SIDE of a 5" pole and be capable of holding 2 (1 above the other) 200 watt panels in landscape orientation (2 SPM mounts)	Tamarack Solar	UNI-SP02A	10 years	\$292	
<u>Combiner boxes:</u>					
-Combiner box capable of 6 DC breakers (including breakers)	Midnite Solar	MNPV6	5 years	\$166	
-Combiner box capable of 3 DC breakers (including breakers)	Midnite Solar	MNPV3	5 years	\$114	
<u>Battery boxes:</u>					
20"H X 48"W X 46"D or bigger insulated battery box	North Park Metalworkers	016897 – ins.	1 year	\$1,635	
32"H X 16"W X 14"D or bigger non insulated box	North Park Metalworkers	MICRO-SPS-K01-004	1 year	\$682	
<u>Charge controllers:</u>					
-20 or 30 mppt	-25A mppt	Midnite Solar	MNKID	5 years	\$328
	-30A mppt	Midnite Solar	MNKID	5 years	\$328
-45 and 60 mppt	-45A mppt	Outback	FM60	5 years	\$494
	-60A mppt	Outback	FM60	5 years	\$494
<u>Cables:</u>					
-UV resistant 10awg stranded cable with MC4 connectors in 15' and 30' lengths	Soligent	19-JMC4MF10PVDB6015	25 years	\$13	
	-15' length	Soligent	19-JMC4MF10PVDB6030	25 years	\$17
	-30' length	Soligent	19-JMC4MF10PVDB6030	25 years	\$17
-Loose MC4 connector	-mated pair	Amphenol	H4CPC6DI	90 days	\$4
<u>Batteries:</u>					
-12v 108AH Deka 8G32 AGM battery or equivalent	Deka MK Battery	8A31	2 years	\$290	
-12v 200AH or more AGM battery	Deka MK Battery	8A4D	2 years	\$567	
<u>Misc.:</u>					
-DIN rails (one 3m length)	Automation Direct	DN-R35S1	1 year	\$4	
-DIN rail mount DC breakers	Midnite Solar	MNEPV2 - 63	5 years	\$12	
-DIN rail junction blocks	Allen Bradley	1492-J6	1 year	\$1.40	
-Bus bars	Square D	PK7GTA	2 years	\$6	

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

CONTRACT



Vendor ID 0000345362
Northern Reliability Inc.
81 Demeritt Place
Waterbury VT 05676
United States

Contract ID 000000000000000000000000035820		Page 1 of 4
Contract Dates 04/16/2018 to 04/15/2019		Origin CP
Description: Solar Equipment		Contract Maximum \$250,000.00
Buyer Name Brian Jon Berini	Buyer Phone 802/828-2217	Contract Status Approved

Phone #:

Line #	ItemID	ItemDesc	UOM	Unit Price	Max Qty	Max Amt
1		Solar Panels- Two Options:	EA	0.01000	0.00	0.00
		(1A) -300 watt with a PTC of 290. =PER UNIT PRICE: \$238.00 - MFR: Canadian Solar. - MODEL#: CS6U-325P. - WARRANTY PERIOD: 25 Years.				
		(1B) 200-220 watt 12v (2 - 100W 12V PANELS). =PER UNIT PRICE: \$320.00 - MFR: Solar Tech. - MODEL#: SPM100P-TS-N. - WARRANTY PERIOD: 25 Years.				
2		Pole Mount Panel Array. Three Options:	EA	0.01000	0.00	0.00
		(2A) Pole mounted array that will fit on TOP of a SIX (6) INCH pole and be capable of holding 6 (2 rows of 3) 300 Watt panels in portrait orientation includes gimble. =PER UNIT PRICE: \$1,145.00 - MFR: DPVW Solar. - MODEL#: TPM6 - H. - WARRANTY PERIOD: 10 Years.				
		(2B) Pole mounted array that will fit on TOP of a SIX (6) INCH pole and be capable of holding 8 (2 rows of 4) 300 Watt panels in portrait orientation includes gimble. =PER UNIT PRICE: \$1,500.00 - MFR: DPVW Solar. - MODEL#: TPM8 - H. - WARRANTY PERIOD: 10 Years.				
		(2C) Pole mounted array that will mount to the SIDE of a FIVE (5) INCH pole and be capable of holding 2 (ONE ABOVE THE OTHER) 200 Watt panels in landscape orientation (2 SPM mounts). =PER UNIT PRICE: \$286.00 - MFR: Tamarack Solar. - MODEL#: UNI-SP02A. - WARRANTY PERIOD: 10 Years.				
3		Combiner boxes. Two Options:	EA	0.01000	0.00	0.00
		(3A) - Combiner box capable of SIX (6) DC breakers (including breakers). =PER UNIT PRICE: \$154.00 - MFR: Midrite Solar. - MODEL#: MNPV6. - WARRANTY PERIOD: 5 Years.				
		(3B) - Combiner box capable of THREE (3) DC breakers (including breakers). =PER UNIT PRICE: \$106.00 - MFR: Midrite Solar. - MODEL#: MNPV3. - WARRANTY PERIOD: 5 Years.				

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Contract ID 000000000000000000000000035820		Page 2 of 4
Contract Dates 04/16/2018 to 04/15/2019		Origin CP
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Buyer Name Brian Jon Berini	Buyer Phone 802/828-2217	Contract Status Approved

Phone #:

Line #	ItemID	ItemDesc	UOM	Unit Price	Max Qty	Max Amt
4		Battery boxes	EA	0.01000	0.00	0.00

(4A) - 20 INCH Height X 48 INCH WIDTH X 46 INCH DIAMETER or bigger insulated battery box.

=PER UNIT PRICE: \$1,635.00

- MFR: North Park Metalworkers.

- MODEL#: 016897-ins.

- WARRANTY PERIOD: 1 Year.

(4B) - 32 INCH Height X 16 INCH WIDTH X 14 INCH DIAMETER or bigger non-insulated box.

=PER UNIT PRICE: \$682.00

- MFR: North Park Metalworkers.

- MODEL#: MICRO-SPS-K01-004.

- WARRANTY PERIOD: 1 Year.

5		Charge controllers: Two Options with Two Types each	EA	0.01000	0.00	0.00
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(5A & 5B) -20 or 30 mppt. (-20A mppt OR -30A mppt)

=PER UNIT PRICE: \$ 321.00

- MFR: Midrite Solar.

- MODEL#: MNKID.

- WARRANTY PERIOD: 5 Years.

(5C & 5D) -45 or 60 mppt. (-45A mppt OR -60A mppt).

=PER UNIT PRICE: \$ 494.00

- MFR: Outback.

- MODEL#: FM60.

- WARRANTY PERIOD: 5 Years.

6		Cables and Connectors.	EA	0.01000	0.00	0.00
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(6A & 6B) - UV resistant 10 awg stranded cable with MC4 connectors in TWO lengths: (15 Feet length and 30 feet length)

- 6A: [15 Feet length]:

=PER UNIT PRICE: \$ 12.00.

- MFR: Soligent.

- MODEL#: 19-JMC4MF10PVDB6015.

- WARRANTY PERIOD: 25 Years.

- 6B: [30 Feet length]:

=PER UNIT PRICE: \$ 16.00.

- MFR: Soligent.

- MODEL#: 19-JMC4MF10PVDB6030.

- WARRANTY PERIOD: 25 Years.

(6C) - Loose MC4 connector - [mated pair]:

=PER UNIT PRICE: \$ 4.00

- MFR: Amphenol.

- MODEL#: H4CP C6DI.

- WARRANTY PERIOD: 90 days.

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Buyer Name Brian Jon Berini	Buyer Phone 802/828-2217	Contract Status Approved

Phone #:

Line #	ItemID	ItemDesc	UOM	Unit Price	Max Qty	Max Amt
7		Batteries: Two Options	EA	0.01000	0.00	0.00

(7A) - 12V 108AH Deka 8G32 AGM battery or equivalent.
=PER UNIT PRICE: \$ 289.00
- MFR: Deka MK Battery.
- MODEL#: 8A31.
- WARRANTY PERIOD: 2 Years.

(7B) - 12V 200AH or more AGM battery.
=PER UNIT PRICE: \$ 567.00.
- MFR: Deka MK Battery.
- MODEL#: 8A4D.
- WARRANTY PERIOD: 2 Years.

8		Misc. Rail and BUS Components	EA	0.01000	0.00	0.00
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(8A) - DIN rail (one 3m length).
=PER UNIT PRICE: \$ 4.00
- MFR: Automation Direct.
- MODEL#: DN-R35S1.
- WARRANTY PERIOD: 1 Year.

(8B) - DIN rail mount DC breakers.
=PER UNIT PRICE: \$ 11.00
- MFR: Midrite Solar.
- MODEL#: MNEPV2 - 63.
- WARRANTY PERIOD: 5 Years.

(8C) - DIN rail junction blocks.
=PER UNIT PRICE: \$ 1.40
- MFR: Allen Bradley.
- MODEL#: 1492-J6.
- WARRANTY PERIOD: 1 Year.

(8D) - Bus bars.
=PER UNIT PRICE: \$ 6.00
- MFR: Square D.
- MODEL#: PK7GTA.
- WARRANTY PERIOD: 2 Years.

CONTRACT TERMS AND ADDITIONAL INFORMATION

1. Parties. This is a contract for commodities between the State of Vermont, the Department of Buildings and General Services, on behalf of the Agency of Transportation (hereinafter called "State"), and Northern Reliability, Inc., with a principal place of business in Waterbury, VT, (hereinafter called "Contractor"). Contractor's form of business organization is Solar and Electrical Equipment and Supplies. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is commodities generally on the subject of Solar Equipment. Detailed requirements to be provided by Contractor are described in Attachment A.

3. Maximum Amount. In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$250,000.00.

4. Contract Term. The period of contractor's performance shall begin on April 16, 2018 and end on April 15,

State of Vermont

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Office of Purchasing & Contracting
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CONTRACT



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Contract ID 000000000000000000000000035820		Page 4 of 4
Contract Dates 04/16/2018 to 04/15/2019		Origin CP
Description: Solar Equipment		Contract Maximum \$250,000.00
Buyer Name Brian Jon Berini	Buyer Phone 802/828-2217	Contract Status Approved

Phone #:

Line #	ItemID	ItemDesc	UOM	Unit Price	Max Qty	Max Ant
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2019, a period of performance of 12-months, with an option to renew up to three (3) twelve-month periods.
Any extensions shall require mutual agreement of both parties.

5. Prior Approvals. This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. Amendment. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. Termination for Convenience. This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. Attachments. This contract consists of 13 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017)

Attachment D - Warranty. Northern Reliability Warranty Card 2018.

9. Order of Precedence. Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B
- (5) Attachment D

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide: Solar Equipment and Supplies

1. Line Items 1 through 8 as identified on Pages 1-3 of the Standard Contract Form.
2. **WARRANTY:** The manufacturer shall provide a written warranty for each product it furnishes to the State. Warranties must be based on commercial use, and shall extend for a minimum term of one (1) year from the date a Product is available for use by the State.
3. **REPORTING REQUIREMENTS:** Contractor shall submit quarterly product sales reports to the Purchasing Agent pursuant to the schedule below. Each report must contain the following information: Contract Number; Using Department's Address, Contact Name, and Telephone Number; Product Ordered; Quantity Ordered; Quantity Shipped; and Price Charged, with totals for each product for each reporting period. We reserve the right to request additional information or to modify the reporting periods. Reporting Periods: Quarterly Reports must be submitted in accordance with the following schedule:

Reporting Period: January 1 to March 31 - Report Due April 15

Reporting Period: April 1, to June 30 - Report Due July 15

Reporting Period: July 1 to September 30 - Report Due October 15

Reporting Period: October 1 to December 31 - Report Due January 15

4. **DELIVERY:** All pricing is to include F.O.B. delivery to the ordering facility. Responsibility for product delivery remains with the contractor until the product is properly delivered and signed for. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Upon delivery, all packaging and containers shall become the property of the State, unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the contractor.

DELIVERY LOCATION:

Vermont Agency of Transportation
Maintenance and Operations Bureau
2178 Airport Rd.
Unit A
Barre, VT 05641

5. **QUALITY:** All products will be new and unused. All products provided by the contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting the requirements of this section will be deemed unacceptable and returned to the contractor for credit at no charge to the State.
6. **PERFORMANCE MEASUREMENTS:**
 - A. Delivery and response is required in a reasonably prudent and timely manner upon acceptance of a purchase order request from the State, herein after customer, unless the contractor has advised the customer on an alternate delivery schedule (example-longer lead-time due to manufacturing cycle or natural disaster impacting manufacturing or distribution). The acceptable quality level for on-time delivery will be 99%; the customer will report any deliveries that do not meet the reasonably prudent response time and contractor promised

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation
3. The VISA Purchasing card may be used as a form of payment under this contract .
4. All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials and shall specify the address to which payments will be sent. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.
5. **PRICING:** Pricing shall be at the rates established at line items 1 through 8 as identified on Pages 1- 3 of the Standard Contract Form. All equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted.
6. Contractor shall submit invoices to the State in accordance with Attachment B and include listing of product / equipment offerings.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

WARRANTY SCHEDULE SOLAR EQUIPMENT 2018				
ITEM DESCRIPTION	MANUFACTURER	MODEL NO.	WARRANTY PERIOD	
Solar panels:				
-300watt with a PTC of 290	Canadian Solar	CS6U-325P	25 years	
-200-220watt 12v (2 100W 12V PANELS)	SolarTech	SPM100P-TS-N	25 years	
Pole mount panel array:				
-pole mounted array that will fit on TOP of a 6" pole and be capable of holding 6 (2 rows of 3) 300watt panels in portrait orientation includes gimble	DPW Solar	TPM6-H	10 years	
-pole mounted array that will fit on TOP of a 6" pole and be capable of holding 8 (2 rows of 4) 300watt panels in portrait orientation includes gimble	DPW Solar	TPM8-H	10 years	
-pole mounted array that will mount to the SIDE of a 5" pole and be capable of holding 2 (1 above the other) 200 watt panels in landscape orientation (2 SPM mounts)	Tamarack Solar	UNI-SP02A	10 years	
Combiner boxes:				
-Combiner box capable of 6 DC breakers (including breakers)	Midnite Solar	MNPV6	5 years	
-Combiner box capable of 3 DC breakers (including breakers)	Midnite Solar	MNPV3	5 years	
Battery boxes:				
20"H X 48"W X 46"D or bigger insulated battery box	North Park Metalworkers	016897 - ins.	1 year	
32"H X 16"W X 14"D or bigger non insulated box	North Park Metalworkers	MICRO-SPS-K01-004	1 year	
Charge controllers:				
-20 or 30 mppt	-20A mppt	Midnite Solar	MNKID	5 years
	-30A mppt	Midnite Solar	MNKID	5 years
-45 and 60 mppt	-45A mppt	Outback	FM60	5 years
	-60A mppt	Outback	FM60	5 years
Cables:				
-UV resistant 10awg stranded cable with MC4 connectors in 15' and 30' lengths	-15' length	Soligent	19-JMC4MF10PVDB6015	25 years
	-30' length	Soligent	19-JMC4MF10PVDB6030	25 years
-Loose MC4 connector	-mated pair	Amphenol	H4CPC6DI	90 days
Batteries:				
-12v 108AH Deka 8CG32 AGM battery or equivalent	Deka MK Battery	BA31	2 years	
-12v 200AH or more AGM battery	Deka MK Battery	BA4D	2 years	
Misc.:				
-DIN rails (one 3m length)	Automation Direct	DN-R35S1	1 year	
-DIN rail mount DC breakers	Midnite Solar	MNEPV2 - 63	5 years	
-DIN rail junction blocks	Allen Bradley	1492-J6	1 year	
-Bus bars	Square D	PK7GTA	2 years	