REQUEST FOR PROPOSAL #2019-06
SOUTH SCHOOL SOLAR PROJECT

The NEW CANAAN PUBLIC SCHOOLS reserves the right to reject any and all proposals, or separate parts thereof, requested herein before. When a vendor fails to so identify a proposed substitution, it will be assumed that he is proposing the exact item specified. The NEW CANAAN PUBLIC SCHOOLS is exempt from the payment of Federal Excise Taxes and Connecticut Sales and Use Tax according to State Statute. Such taxes must not be included in bid prices nor added to any items specified.

INSTRUCTIONS ON RFP DEADLINES AND REQUIREMENTS:

NAME OF RFP: South School Solar Project
TYPE OF RFP: Sealed Proposal
QUOTATION #: 2019-06
MANDITORY WALK THROUGH: April 24, 2019, TIME: 4:00 PM
RFP CLOSURE (DUE) DATE: May 1, 2019, TIME: 11:00 AM

LOCATION TO FORWARD RFPs:
Jo-Ann Keating, Director of Finance and Operations
NEW CANAAN PUBLIC SCHOOLS
39 LOCUST AVENUE
NEW CANAAN, CT 06840

RFP SECURITY: RFP Security Required $10,000 RFP Security Not Required
PREVAILING WAGE: Required Not Required

FORMS TO COMPLETE RFP: Submit one (1) original and five (5) copies of all required documentation in a sealed envelope.

Identify Name of RFP on sealed Envelope: RFP # 2019-06 South School Solar Project. Only fully completed RFP packages will be accepted. Refer to Section 1.4 for the requirements for a complete proposal.
REQUEST FOR PROPOSALS (RFP)
SOUTH SCHOOL SOLAR PROJECT

New Canaan Public Schools is seeking proposals for an engineering, procurement and construction contractor ("EPC Contractor") to implement a roof-mounted solar photovoltaic system, under a power purchase agreement ("PPA") for South School located at 8 Farm Road, New Canaan, CT.

1.0 INTENT TO RESPOND & QUESTIONS CONCERNING RFP

Interested respondents should email Mark Robbins, of MHR Development, LLC (the “Consultant”) at markrobbins@mhrdevelopment.com indicating an intent to respond to the RFP by 4/22/19. An email indicating the intent to respond does not obligate respondent to provide a submission.

No alleged "verbal interpretation" of the project shall be held valid. Every request for an interpretation shall be made via email to markrobbins@mhrdevelopment.com. The deadline for submission of questions and requests for interpretation is 4/25/19.

Responses to questions and requests for interpretation will be made available to all interested parties by 4/29/19.

The Board of Education reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in the Board of Education’s best interest.

1.1 OVERVIEW

New Canaan Public Schools (the “Board of Education”) is soliciting proposals from qualified EPC Contractors to design, fabricate, deliver, install, operate and maintain rooftop mounted solar energy facility (“SEF”) for the New Canaan Public Schools in connection with a Power Purchase Agreement. See Appendix A for a schematic design, equipment abstracts and site photos. The scope of work shall also include securing all necessary permits and approvals, all labor, taxes, services, permit fees and equipment necessary to produce a fully operational SEF. [Note: The Board of Education is tax exempt and will not be charged permit fees by the Town of New Canaan.]

The proposals should include a system summary including the PPA price for energy ($/kWh), a schematic design of the solar array location, applicable equipment/size, a sample cash flow analysis detailing projected savings (both kWh and dollar) and potential buyout details. See Appendix B for a copy of a recent electric invoice.

The Board of Education has secured a zero-emission renewable energy credit (ZREC) tariff agreement for South School. See Appendix C for a copy of the Eversource ZREC contract. This is a medium ZREC tariff agreement valued at $95.00 per MWh and for 249 kW (AC).

The contractor selected for the above project(s) shall be required to enter into a contract with the NCPS. Such contract shall require the posting of performance and payment bonds, the submittal of insurance certificates and the compliance with Federal, State and Local Laws and ordinances. A proposal surety payable to the New Canaan Public Schools in the form of a certified check or payment bond in the amount of $10,000 must accompany each proposal. The bond is to be issued by an acceptable surety on AIA document A311 or comparable legal bond form. The bid bond shall be returned upon execution of contract. The successful vendor
shall provide, using AIA documentation forms for the following; Contract, Performance, and Payment bond within ten days of notification of project award.

**Schedule is as follows:**

- Mandatory Pre-Proposal Conference and Bid Registration & Walkthrough 4/24/19
- Deadline for Questions 4/25/19
- Response to Questions 4/29/19
- RFP Submissions Due 5/1/19

The EPC Contractor engaged pursuant to this RFP will work with the Consultant, to fulfill the objectives set forth in this RFP and pursuant to the PPA to be entered into between the counterparties.

The Board of Education further reserves the following rights:

1. Not to award a contract pursuant to this RFP;
2. To award a contract to other than the lowest bidder or a bidder that does not respond to all items contained in this RFP;
3. To rescind an award at any time upon written notice to the successful respondent;
4. To retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals;
5. To negotiate the fees proposed by all respondents and to suspend negotiations if the negotiations are not, in the opinion of the Board of Education, successfully concluded within a reasonable timeframe, as determined by the Board of Education;
6. To reject and not consider any proposal that does not meet the requirements of this RFP, including but not limited to incomplete proposals, proposals offering alternate or non-requested services and proposals deemed non-responsive;
7. Prior to award, to revise, change, alter or amend any of the instructions, terms, conditions and/or specifications in the RFP or in any attachment, addendum or drawing; and
8. To advertise for new proposals or to proceed otherwise in the case of rejection of all proposals.
1.2 SERVICES TO BE PROVIDED BY THE EPC CONTRACTOR

a. Design, Engineering & Permitting

Supply design documents that provide the following minimum information for the building(s):

- Timeline / project delivery schedule
- System description
- Equipment details (specification data sheets) e.g. inverters, PV modules & racks
- PV module layout plan
- Inverter and other equipment installation location plan
- All engineering associated with structural and mounting
- Performance of equipment components, and subsystems
- Integration of SEF(s) with existing power source(s)
- Electrical grid interconnection requirements
- Controls, monitors, and instrumentation, including lobby kiosk (dashboard/monitor) for the building(s).
- Remote system performance monitoring via access to string level data through the term of the PPA or the life of ownership
- Logistics and material staging plan
- Optimizes the generation value of the awarded ZREC(s)

Using Appendix A as a guide, identify optimal location for the solar photovoltaic inverter equipment and its related components, control systems and emergency disconnect that will meet the following criteria:

- Optimal energy production
- Ease of maintenance and monitoring
- Low operating losses
- Secured location
- Compatibility with existing facility: roof material, drainage, and electrical service
- Architecturally and aesthetically compatible

Awarded firm will secure, at their own expense, all required rights, permits, approvals, and interconnection agreements from governing agencies and the prevailing utility company.

- The EPC Contractor will make necessary interconnection application expeditiously upon award of this agreement

The structural report generated by EPC Contractor’s structural engineer will be subject to a peer review by the following consulting engineer:

Thomas DiBlasi
DiBlasi Associates
tomd@diblasi- engrs.com
(203) 452-1331 ext.108
DiBlasi Associates will be providing an exhibit confirming the available excess roof capacity for the sections anticipated to accommodate solar. This will be made available to prospective EPC Contractor as an addendum.

The EPC Contractor will coordinate with the manufacturer’s representative of the roof membrane material:

Jeff Hunt
Northeast Rep Group
jeff.nrg@gmail.com
(413) 596-2756

b. Installation / Construction

I. Supply all equipment, materials, and labor necessary to install the solar photovoltaic system at the building(s) and integrate the system with other power sources.

II. Provide a plan describing the delivery, storage, and security for all materials and equipment while on site. Coordinate with other site contractors.

III. Provide high resolution (drone) progress photos documenting each step in the installation process: installation of racks / mounting apparatus, cabling, panels, ballast / slip sheet assemblage, power optimizers, inverters, electrical disconnects and all metering. The EPC Contractor shall also provide photography documenting electrical connections that may be obscured when SEF is complete.

c. Electrical Interconnections

Supply and install all equipment required to interconnect the SEF(s) at the building(s) to designated meters. The EPC Contractor will fulfill all applications, studies, and testing procedures to complete the interconnection process. All costs associated with utility interconnection shall be borne by the EPC Contractor.

d. Commissioning & Acceptance Testing

During the start-up, the EPC Contractor shall coordinate with the Consultant to commission the SEF. This will require compliance with the witness test procedure (as per Eversource requirements) and verification via online monitoring that all equipment is properly functioning.

e. Operation and Maintenance Manuals and As-Built Drawings

Provide as-built drawings as PDF documents. These requirements shall be delivered prior to acceptance of the SEF.
f. Monitoring

Provide the equipment and services to allow the Board of Education to monitor, analyze, and display historical and live solar generation data, along with inverter operation and string level monitoring. The regularly collected data should reflect, but not be limited to, the following:

- System performance
- System availability
- Current, daily, and accumulated output

The monitoring shall be designed for turnkey, remote operation. Data shall be made accessible through the internet to both the Board of Education and the Consultant.

g. Warranties and Guarantees

Identify the warranties to be transferred to the Board of Education, if the New Canaan Board of Education purchases the photovoltaic system.

h. Operation and Maintenance

Included in the PPA price must be a 20-year maintenance agreement covering all PV system diagnostic, equipment replacement and related labor cost to keep the system operational and performing to production guarantees. The SEF shall be subject to ongoing monitoring by the SEF owner and/or their designated maintenance provider to ensure continuous operation of all components. The operation and maintenance responsibilities shall include:

- Reporting of problems to the Board of Education; and
- Expeditiously repair or replacement of any non-functioning equipment (expeditious is defined as within one week)

i. Project Requirements

All PV module installations on building roof(s) must be ballasted to avoid roof penetrations. The EPC Contractor shall verify and comply with all applicable building code requirements. The South School roof will be replaced in summer 2019 with an EPDM membrane. This project will require coordination with roofing contractor: Greenwood Industries Inc. All major construction must be completed by August 23, 2019.

j. Licensing / Certification

The EPC Contractor must be properly licensed in the State of Connecticut. A copy of the license shall be included in the proposal together with evidence of the expiration date. Proposals shall include proof that North American Board of Certified Energy Practitioner (NABCEP) certified installers will be performing the installation services.

k. Incurring Cost

New Canaan Public Schools is not liable for any cost incurred for the preparation of proposals by firms submitting proposals for the work requested in this RFP.
I. Examination of Sites

Each respondent is considered to have examined the work site(s) to fully acquaint itself with the exact existing conditions relating to the work and to fully understand the work involved and the difficulties and restrictions regarding the proposed work. The submission of a bid will be considered as conclusive evidence that the respondent has made such examination.

1.3 Qualification Requirements

- Attend mandatory pre-proposal conference and walk through
- Demonstrate that respondent has successfully installed three (3) or more SEFs on school roofs
- Submit a proposal that meets the threshold review criteria outlined in Section 1.4 below
- Provide a complete proposal submission by the proposal due date

1.4 Format of Proposals

All responses to this RFP must be in sealed envelopes, addressed and delivered as indicated in the Legal Notice for this RFP. The respondent’s name and address must appear on the envelope. Proposals should put forth full, accurate, and complete information as required by this request. Respondents should create their submissions in 8½” x 11” document size using a minimum 12-point font size. The New Canaan Board of Education is requesting proposals to be formatted in the six (6) sections as stipulated below:

Section 1 - Letter of Introduction & Key Economics

This section shall be a signed cover letter stating the highlights, key economics, and distinguishing points of the respondent’s proposal. This shall include the name and address of the respondent submitting the proposal, together with the name, address and telephone numbers of the contact person who will be authorized to make representations for the organization, the organization’s federal tax identification number, and a list of local subcontractors, if any.

Key Economics - The proposed system size (DC), cost per kWh (price of energy to be sold), projected total first year generation (kWh) and estimated annual degradation must be provided by incorporating the following table. Note, the $ / kWh rate must be flat for a minimum of 20 years (no escalations).

<table>
<thead>
<tr>
<th>The solar energy facility (SEF) shall consist of:</th>
<th>kW DC roof-mounted PV system</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected first year electricity generation:</td>
<td>kWh</td>
</tr>
<tr>
<td>Projected annual output degradation:</td>
<td>(%)</td>
</tr>
<tr>
<td>Annual price ($ / kWh) escalation:</td>
<td>Zero (0)</td>
</tr>
</tbody>
</table>

Section 2 - Table of Contents

Section 2 shall be a detailed Table of contents and shall include a detailed outline of the proposal submission document identified by sequential page numbers and by section reference number and section title information as described herein.
Section 3 - Respondent’s Profile and Required Documents:

- Description of the respondent, including number of employees, gross revenue and office location(s). Highlight relevant experience, skills, and capabilities necessary to undertake the project, including, but not limited to demonstrated experience.

- Provide references for at least three (3) or more school roof-mounted grid-connected solar photovoltaic projects over the last five (5) years (include phone and email contact information).

- Describe the demonstrated experience of the respondent in the development, designing and installation of commercial and municipal solar energy system(s). Describe how your experience on previous projects relates to the project.

- Licensing: Describe the licensing and certifications held by the respondent in general and specifically those licenses or certificates held by your proposed key project team members.

- Provide name, contact information, and contractor license numbers for all subcontractors that the respondent intends to employ during the project (e.g., solar-installation, roofing, or electrical subcontractors). Any other licenses or certifications required by the State of Connecticut.

- The Respondent will include a description of any and all government citations for safety violations issued within the past five years. Provide relevant OSHA logs pertaining to any reportable incidents.

- Describe any previous or pending litigations, judgments, or regulatory actions against the Respondent.

- Provide the following with regard to the PPA Investor:
  - Name and location of PPA investor’s firm, length of time in business, size of firm.
  - A balance sheet to represent financial strength of PPA investor.
  - References for a minimum of three (3) previous solar PPAs funded (include enterprise name, location and contact person’s phone number and email).
  - Provide method used to insure EPC Contractor meets electrical production targets.
  - Track record of actual production relative to projected generation.
  - Provision for insurance of solar equipment.
  - Name and background information of firm tasked with 20 years of maintenance of the project’s solar system(s) including replacement of any failing solar equipment with no cost to the Board of Education.

- Fill out and sign Hold Harmless Agreement (See Appendix D).

- Fill out and sign Drug-Free Workplace Certificate (See Appendix G).

Section 4 – Scope of Services and Proposed Schedule

Section 4 provides a detailed scope of service addressing the requirements set forth in this RFP. Address all necessary work tasks in narrative form and prepare a project schedule showing the timeline for completion of the work. Include an overview of how you intend to provide regular updates to the Board of Education.
Describe in detail your customer service control measures after the installation. Of specific concern is how the respondent handles issues once a system has been installed. Include an overview of how you intend to provide regular updates to the New Canaan Board of Education.

Section 5 — Appendix, Supporting Information

This section should include any supporting information, such as resumes, references or other data that will support the respondent as the best respondent for the project.

Note: Familiarity with the Work – Each bidder is considered to have examined the work to fully acquaint themselves with the exact existing conditions relating to the work and has fully understood the work involved and the difficulties and restrictions regarding the proposed work. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

Section 6 – Template Documents: PPA and EPC Agreement

This section should include a proposed form of PPA between the Board of Education and system owner. The proposed form will be subject to review and approval by the Board of Education’s legal counsel. The proposed form shall not include a clause limiting the contractor’s liability for personal injury and property damage or requiring the Board of Education to indemnify or hold harmless the EPC Contractor for personal injury or property damage, except for claims that may arise out of the presence of hazardous materials existing at a site prior to the date of the PPA. The PPA will include provision of a Labor and Materials Payment Bond. The PPA shall include the Municipal Government Addendum Form Non-Appropriation attached as Appendix E.

1.5 EPC CONTRACTOR’S RESPONSIBILITIES

If subcontractors are to be used during this project, their identity and work scope should be clearly outlined in the proposal. The EPC Contractor will be responsible for the entire contract performance, whether or not subcontractors are engaged.

Relevant experience, skills, and capabilities must be included in the proposal for each proposed subcontractor. The proposal must also include copies of any agreements to be executed between the EPC Contractor and any subcontractors in the event of contract award. The New Canaan Board of Education reserves the right to approve all subcontractors.

Background Check

All personnel of the EPC Contractor and all subcontractors working on building sites will be subject to a background check.

Working Hours

Working hours will be 7:00 AM – 6:00 PM.

Reimbursements

The selected respondent (EPC Contractor) agrees to reimburse the New Canaan Board of Education a onetime fee of $0.125 / watt DC (the “Consultant’s Fee”) in connection with total installed SEF system size (kW DC). Additionally, the selected respondent will pay $12,500 to the Board of Education as a reimbursement of the Board of Education’s expenses incurred in connection with this RFP.
Overburden Warranty

The EPC Contractor shall facilitate execution of roof overburden warranty documentation to assure compliance with new roof warranty. (See Appendix A)

1.6 ACCEPTANCE OF RFP CONTENT

Provisions of this RFP and the contents of the successful response will be used to establish final contractual obligations. The Board of Education retains the option of canceling the award if the successful respondent fails to accept such obligations.

1.7 CRITERIA FOR EVALUATING PROPOSALS

The Board of Education shall be responsible for reviewing the proposals received and will evaluate them, using the following criteria. The Board of Education reserves its rights to examine any other criteria and take the same under consideration and to reject any respondent or proposals despite its compliance with these criteria if it determines that to do so would be in its best interests.

Proposal submissions will be evaluated at the sole discretion of the Board of Education based on the following criteria:

1. PPA price, 20-year annual production estimates (kWh), inclusion of 20-year maintenance, equipment insurance and production guarantees. The performance or production guarantee should clearly specify the % of output guaranteed and the penalty payment for underperformance of the system(s).

2. The respondent’s qualifications, experience, and demonstrated familiarity with school projects in general and specifically projects of a similar, size, scope, and nature.

3. The respondent’s experience (track record), and demonstrated familiarity with the Connecticut zero-emission and renewable energy program (ZREC);

4. The proposed project approach and how staff and consultants will be organized and utilized throughout the key phases of the project;

5. Extent of services offered, and depth and extent of overall resources that can be put to use to ensure the timely success of the project;

6. Quality of references from previous clients;

7. Preliminary schedule of time needed to initiate and complete; and

8. The key personnel to be assigned to the project and their present workload.

1.8 INSURANCE COVERAGE & BONDING REQUIREMENTS

The Board of Education is requiring insurance coverage as listed below for this work:

At least five days before the PPA is executed and prior to commencement of work thereunder the EPC Contractor will be required to file with the Board of Education a certificate of insurance, executed by an
authorized representative of the insurance company satisfactory to the Board of Education and in an acceptable form. The policy shall name the Board of Education as an Additional Insured and state that, with respect to the award, the EPC Contractor carries insurance in accordance with the requirements detailed in Appendix F. The EPC Contractor shall verify and confirm that all subcontractors maintain insurance coverage meeting the requirements in Appendix F for the duration of the performance of their work.

1.9 LOCAL LEVY AND COLLECTIONS OF TAXES

Withholding of municipal payments for failure to pay property taxes. Pursuant to section 12-146b, any municipality, as defined in CGS Section 12-41 (a), may withhold any payment, or portion thereof, due to any business enterprise pursuant to any contract entered into on or after October 1, 1991, if any taxes levied by such municipality against any property owned by such business enterprise are delinquent and have been so delinquent for a period of not less than one year, provided no such amount withheld shall exceed the amount of tax, plus penalty and interest, outstanding at the time of withholding.

2.0 FORM OF PROPOSALS

Proposals should put forth full, accurate, and complete but concise information as required by this request. The proposal should include, at a minimum, all items outlined in Section 1.5. You may include any additional information that demonstrates your qualifications for this work.

One (1) original and five (5) copies of sealed proposals must be received by the Board of Education by the date and time listed on the proposal response page.

One (1) electronic copy (PDF) of the proposal must be sent by email to markrobbins@mhrdevelopment.com.

The Board of Education may in its sole discretion reject proposals received after the date and time noted above.
2.1 PROPOSAL RESPONSE FORM, PV SOLAR SYSTEM(S)

<table>
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</thead>
<tbody>
<tr>
<td>Address:</td>
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</tr>
<tr>
<td>Phone:</td>
<td>Email:</td>
</tr>
<tr>
<td>Principal:</td>
<td>Fed ID#:</td>
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</table>

Non-Collusion: In submitting this proposal the undersigned declares that this is made without any connection with any persons making another bid on the same RFP; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official or the Board of Education, or any person in the employ of the Board of Education is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

The undersigned also hereby declares that he/she or they have carefully considered objectives of each element of this project, the desired end result, the environment in which services and or products are to perform and are satisfied as to all the quantities and conditions, and understands that in signing this proposal all right to plead any misunderstanding regarding the same is waived.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the contractor and the Board of Education. It is further understood and agreed that all information included in, attached to, or required by the RFP shall be public record upon delivery to the Board of Education.

INSURANCE:

<table>
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<th>Agency Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Address</td>
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</table>

Submitted by:       
Authorized Agent of Company (name and title)  Date
APPENDIX A

SITE PHOTO
APPENDIX A (cont.)

CONCEPTUAL SOLAR PV LAYOUT
(SUBJECT TO ROOF EXCESS CAPACITY DETERMINED BY DIBLASI ASSOCIATES)

[Diagram of South School Solar Project with the following notes:
- Azimuth=180 degrees
- Main Electrical Service
- Subpanel
- Equipment: PV Panels, Ballast mounted (no roof penetrations)
- ZF PV 1.0
- South School 8 Farm Road
- New Canaan, CT 06840]

Prepared by MHR Development, LLC
South School Solar Project – #2019-06
APPENDIX A (cont.)

COMPARABLE OR BETTER SAMPLE PROJECT DETAILS

The following project abstract and major equipment are conceptual, to convey the anticipated size and yield of the SEF in the context of the available ZREC agreement (Appendix C). The actual SEF design and output will be subject to factors including determination of roof excess capacity, evaluation to be provided by DiBlasi Associates.

Project Abstract

System Size: 323.7 kW
Estimated Yield: 372,000 kWh / year
ZREC Size: 249 kW (AC)

Major Equipment

PV Modules: Trina monocrystalline – 890 (720 cell / 365 W)
Inverters: Solectria (Yaskawa) 50K, 480V
Mounting: Ecofoot 5D (subject to roof membrane compliance)
APPENDIX A (cont.)
SAMPLE MAJOR EQUIPMENT

YASKAWA

PVI 50TL & PVI 60TL
3-Ph Transformerless Commercial String Inverters

Features
- Integrated arc fault protection
- Compliant with UL 1741SA
- 3 MPPTs with 6 inputs each
- Integrated DC and AC disconnects
- AC terminals compatible with copper and aluminum conductors
- Modbus communications
- Internal data logger
- 0 - 90° installation orientation
- Remote firmware upgrades
- Remote diagnostics

Options
- H4 wiring box
- Shade cover
- DC combiner bypass
- Web-based monitoring

Yaskawa Solectria Solar’s PVI 50TL and PVI 60TL are grid-tied, transformerless three-phase inverters designed for ground mount, rooftop and carport arrays and can be installed from 0 - 90 degrees. The PVI 50/60TL inverters are the most reliable, efficient and cost effective in their class. They come standard with AC and DC disconnects, three MPPTs, a 15-position string combiner, remote diagnostics, remote firmware upgrades and various protection features. Options include H4 wiring box, shade cover, DC combiner fuse bypass, and web-based monitoring.
## APPENDIX A (cont.)

### SAMPLE MAJOR EQUIPMENT

**PVI 50TL & PVI 60TL**

### Specifications

<table>
<thead>
<tr>
<th></th>
<th>PVI 50TL</th>
<th>PVI 60TL</th>
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<tbody>
<tr>
<td><strong>DC Input</strong></td>
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<td>Absolute Maximum Input Voltage</td>
<td>1000 VDC</td>
<td>1000 VDC</td>
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<td>460-540 VDC</td>
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<td>Operating Voltage Range (MPPT)</td>
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<td>200-950 VDC</td>
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<tr>
<td>Maximum Operating Current</td>
<td>115 A (28 A per MPPT)</td>
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<tr>
<td>Number of MPPT Trackers</td>
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<td>3</td>
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<td>Minimum Available PV Current (for 1 MPPT)</td>
<td>204 A (68 A per MPPT)</td>
<td>204 A (68 A per MPPT)</td>
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<td><strong>AC Output</strong></td>
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<td>480 VAC, 3-Ph/3-Phase</td>
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<td>Power Factor</td>
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<td>Unity, +0 to -0 (adjustable 0.0 leading to 0.8 lagging)</td>
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<td>Fault Current Contribution (T-1 Cycle RMS)</td>
<td>55 A</td>
<td>55 A</td>
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<tr>
<td>Total Harmonic Distortion (% Rated Load)</td>
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<td>&lt;3%</td>
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<tr>
<td><strong>AC Surge Protection</strong></td>
<td></td>
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<tr>
<td>Surge Protection Type</td>
<td>Type II MO: 1240V, 16A Itm (50/60Hz)</td>
<td>Type II MO: 1240V, 16A Itm (50/60Hz)</td>
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<tr>
<td><strong>Efficiency</strong></td>
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<td>Peak Efficiency</td>
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<td>DCI Efficiency</td>
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<tr>
<td>Total Loss</td>
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<tr>
<td><strong>Integrated String Combiner</strong></td>
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<tr>
<td>Fused Inputs</td>
<td>15 (Fused Positions (5 Positions per MPPT)</td>
<td>15 (Fused Positions (5 Positions per MPPT)</td>
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<tr>
<td><strong>Temperature</strong></td>
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<tr>
<td>Ambient Temperature Range</td>
<td>-22°F to +140°F (-30°C to +60°C)</td>
<td>-22°F to +140°F (-30°C to +60°C)</td>
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<tr>
<td>Storage Temperature Range</td>
<td>No low temp minimum to +109°F (+45°C)</td>
<td>No low temp minimum to +109°F (+45°C)</td>
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<tr>
<td>Relative Humidity (non-condensing)</td>
<td>0-95%</td>
<td>0-95%</td>
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<tr>
<td>Operating Altitude</td>
<td>15,123 ft (4,600 m)</td>
<td>15,123 ft (4,600 m)</td>
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<tr>
<td><strong>Communications</strong></td>
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<tr>
<td>Data Logger</td>
<td>Yes, Internet</td>
<td>Yes, Internet</td>
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<td>SolarView Web-based Monitoring Service</td>
<td>Optional</td>
<td>Optional</td>
</tr>
<tr>
<td>Revenue Grade Metering</td>
<td>Optional, External</td>
<td>Optional, External</td>
</tr>
<tr>
<td>Communication Interface</td>
<td>RJ-45 Modbus-RTU</td>
<td>RJ-45 Modbus-RTU</td>
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<td>Remote Firmware Upgrades</td>
<td>Standard</td>
<td>Standard</td>
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<tr>
<td>Remote Diagnostics</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td><strong>Features &amp; Protections</strong></td>
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<td></td>
</tr>
<tr>
<td>Arc Fault Protection</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td><strong>Testing &amp; Certifications</strong></td>
<td></td>
<td></td>
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<tr>
<td>Safety Listings &amp; Certifications</td>
<td>UL1741A/UL1699B, CSA-C22.2 #107.1, IEEE1547</td>
<td>UL1741A/UL1699B, CSA-C22.2 #107.1, IEEE1547</td>
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<td>IEC 61724, UL 1741A</td>
<td>IEC 61724, UL 1741A</td>
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<td><strong>Warranty</strong></td>
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<tr>
<td>Standard and Options</td>
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<td>10 year</td>
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<tr>
<td>Options for 15 or 20 years</td>
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<td>Yes</td>
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<tr>
<td><strong>Enclosure</strong></td>
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<tr>
<td>Acoustic Noise Rating</td>
<td>60 dBA @ 50 Hz (at room temperature)</td>
<td>60 dBA @ 50 Hz (at room temperature)</td>
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<tr>
<td>AZO/Disconnection</td>
<td>Standard, fully integrated</td>
<td>Standard, fully integrated</td>
</tr>
<tr>
<td>Mounting Angle*</td>
<td>0-90° from horizontal (vertical, angled, fixed)</td>
<td>0-90° from horizontal (vertical, angled, fixed)</td>
</tr>
<tr>
<td>Dimensions (W x H x D)</td>
<td>38.4 in x 23.5 in x 10.2 in (1000 x 590 x 250 mm)</td>
<td>38.4 in x 23.5 in x 10.2 in (1000 x 590 x 250 mm)</td>
</tr>
<tr>
<td>Weight</td>
<td>123.5 lbs (56 kg)</td>
<td>123.5 lbs (56 kg)</td>
</tr>
<tr>
<td>Enclosure Rating and Finish</td>
<td>Type 4X, Polymer Powder Coated Aluminum</td>
<td>Type 4X, Polymer Powder Coated Aluminum</td>
</tr>
</tbody>
</table>

*Yaskawa Solectria Solar does not supply the optional fuses

**Drain cover accessory required for installation of 75° or less**
APPENDIX A (cont.)
SAMPLE MAJOR EQUIPMENT

THE TALLMAX™ PLUS
FRAMED 72-CELL MODULE (1500 V)

72 CELL MONOCRYSTALLINE MODULE

340-375W POWER OUTPUT RANGE

19.3% MAXIMUM EFFICIENCY

0 ~ +5W POSITIVE POWER TOLERANCE

Ideal for large scale installations
• Reduce BOS cost by connecting more modules in a string
• 1500V UL/1500V IEC certified

Maximize limited space with top-end efficiency
• Up to 193 W/m² power density
• Low thermal coefficients for greater energy production at high operating temperatures

Highly reliable due to stringent quality control
• Over 30 in-house tests (UV, TC, HF, and many more)
• In-house testing goes well beyond certification requirements
• 100% EL double inspection

Certified to withstand the most challenging environmental conditions
• 2400 Pa wind load
• 5400 Pa snow load

Comprehensive Products And System Certifications
ISO 9001: Quality Management System
ISO 14001: Environmental Management System
ISO 14064: Greenhouse gases emissions verification
OHSAS 18001: Occupational Health and Safety Management System

TrinaSolar

10 Year Product Warranty · 25 Year Linear Power Warranty

APPENDIX A (cont.)
Page 18 of 44
SAMPLE MAJOR EQUIPMENT

FRAMED 72-CELL MODULE (1500V)

ELECTRICAL DATA (STC)

- Peak Power (Watt-Peak) (Wp)*: 340, 345, 350, 355, 360, 365, 370, 375
- Power Output Tolerance-Peak (V): 0 – +5
- Maximum Power Voltage-Voc (V): 38.2, 38.5, 38.7, 39.8, 39.9, 39.9, 39.9, 40.0
- Open Circuit Voltage-Voc (V): 46.2, 46.7, 47.0, 47.4, 47.7, 48.0, 48.3, 48.5
- Module Efficiency-η (%): 17.5, 17.7, 18.3, 18.3, 18.3, 18.8, 19.0, 19.3

SST conditions: AM1.5G, Cell Temperature: 25°C, Air Mass: 1.5G.

** Measured under standard test conditions.

ELECTRICAL DATA (NOC)

- Maximum Power -Pee (W): 253, 257, 261, 264, 269, 272, 276, 279
- Maximum Power Voltage-Voc (V): 35.4, 35.7, 36.0, 36.2, 36.4, 36.9, 37.1
- Maximum Power Current-Isc (A): 7.15, 7.20, 7.25, 7.34, 7.42, 7.47, 7.50, 7.53
- Open Circuit Voltage-Voc (V): 42.9, 43.4, 43.7, 44.1, 44.3, 44.6, 44.9, 45.1
- Short Circuit Current-Isc (A): 7.87, 7.91, 7.95, 7.99, 7.99

NOTE: Temperatures at STC: Nominal temperature: 25°C, Wind Speed: 1.6m/s.

MECHANICAL DATA

- Solar Cells: Monocrystalline 156.75 x 156.75 mm (6 inches)
- Cell Orientation: 72 cells (6 x 12)
- Module Dimensions: 3.960 x 0.952 x 0.200 mm (77.2 x 39.1 x 0.157 inches)
- Weight: 26.1 Kg (57.5 lbs) with 4.9 mm glass; 22.5 Kg (49.6 lbs) with 3.2 mm glass
- Glass: 4.0 mm (0.157 inches) for PERC Mono; 3.2 mm (0.125 inches) for Std Mono, High Transmission, All Coated Tempered Glass
- Backsheet: White
- Frame: Silver Anodized Aluminium Alloy
- J-Box: IP 67 or IP 69K rated
- Cables: Photovoltaic Technology Cable: 4.0mm² (0.066 inches²), 1.000 mm² (42.2 inches²)
- Connector: Trina Ts4
- Fire Type: Type 1 or Type 2

TEMPERATURE RATINGS

- Nominal Operating Cell Temperature: 44°C (±2°C)
- Temperature Coefficient of Power: -0.89%/°C
- Temperature Coefficient of Voltage: -0.29%/°C
- Temperature Coefficient of Isc: 0.06%/°C

MAXIMUM RATINGS

- Maximum Voltage: 1500V DC
- Maximum Current: 15A (Power 1500W)
- Maximum Surge Current: 20A (Power 355W)

WARRANTY

- 25-year Product Warranty
- 25-year Linear Power Warranties

PACKAGING CONFIGURATION

- Module per Inner Box: 27 pieces
- Module per 40’ Container: 648 pieces

CAUTION: READ SAFETY AND INSTALLATION INSTRUCTIONS BEFORE USING THE PRODUCT.

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Prepared by MHR Development, LLC
South School Solar Project – #2019-06
APPENDIX A (cont.)

SAMPLE MAJOR EQUIPMENT

6 Simple Installation Steps.

Step 1. Insert Capsule into Base – No Tools Required.

Step 2. Count Clockwise Lines clockwise.

Step 3. Secure PV modules onto Base, using 2cm screws.


Step 5. Install Ballast Top and pool backsheet washers.

Step 6. Install Metal Defectors

Technical Specifications.

- Clamping range: 32-50mm
- Typical system weight: 2-4.77 g/m
- Module orientation: Landscape
- Tilt angle: 5° Landscape
- Medium inter-row spacing: 9.5°
- Flat pitch: 0° – 3°

Ballast requirements: 4" x 8" x 18"

Wind tested: 150 mph

Warranty: 25 years

Silt sheets: not required by EcoBrium Solar. If required, use ‘V’ style under Base.

Validation Summary.

- Certified to UL2703 Fire Class A for Type I and II modules
- Certified to UL2703 Grounding and Bonding
- SEACO system compliant

18.4% More Power

EcoFoot5D delivers +18.4% more power than 35° systems. Whether your roof is small or large, EcoFoot5D provides more power, lowering cost per watt.

Elegantly Simple Installation

EcoFoot5D delivers preassembled panels and array complete with easy-to-go installation that is unlike any other flat roof racking. The result is a seamless installation process from start to finish, saving on time and minimizing adverse impact.

Cost-Saving Logistics & Support

Stackable bases enable a huge per-panel shipping capacity. Racking parts are required, minimizing chiseling, storage and restick issues. Dedicated engineering support prevents issues before they happen and provides quick solutions if obstacles arise.

Unbeatable EcoFoot5D

The New High Density 5° Racking System

Now you can build more powerful rooftop solar systems faster and easier than ever before with the new high density EcoFoot5D™ Racking System.

Small Footprint. Big Power.

Get the EcoFoot5D Advantage.
EcoBrium Solar provides engineering support for your project from concept to completion. Contact us for a specific project tour, to schedule a product demo, or to learn more about simple, fast and cost-effective EcoFoot5D High Density 5° Racking.

Call 740-249-1877 or email sales@ecobriumsolar.com

Built on the Industry-Preferred EcoFoot® Platform, with More Than 200MW Installed.

18.4% More Power

EcoBrium Solar

1701 Foothills Drive, Suite 202
Boulder, CO 80303

Contact: 740-249-1877 | sales@ecobriumsolar.com | www.ecobriumsolar.com

Prepared by MHR Development, LLC
South School Solar Project – #2019-06
APPENDIX A (cont.)

ROOF MEMBRANE MATERIAL

Meets the requirements of ASTM D 4637, Type I

Features and Components
- **Membrane**: Nonreinforced, cured EPDM (ethylene propylene diene monomer).
- **Fully Extruded**: Produces fewer air voids, more uniform thickness and smoother sheets.
- **Vulcanization Process**: Combines two layers of membrane to produce a fully cross-linked monolithic membrane.
- **Membrane Formulation**: Performs in extreme temperature climates and withstands differential movement (elongation).
- **UV-Stabilization Properties**: Offers outstanding ozone and weather resistance delivering one of the longest service lives available.
- **Technical Expertise**: Backed by 30+ years of EPDM experience and installations.

**Color**
- Black

**System Compatibility**
This product may be used as a component in the following systems. Please reference product application for specific installation methods and information.

<table>
<thead>
<tr>
<th>Mem/Pl</th>
<th>BUR</th>
<th>APP</th>
<th>SBS</th>
</tr>
</thead>
<tbody>
<tr>
<td>HA</td>
<td>MF</td>
<td>FA</td>
<td>MF</td>
</tr>
<tr>
<td>CA</td>
<td>MF</td>
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<td>MF</td>
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<tr>
<td>SA</td>
<td>MF</td>
<td>FA</td>
<td>MF</td>
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</table>

**Energy and the Environment**

<table>
<thead>
<tr>
<th>Property</th>
<th>Value</th>
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</thead>
<tbody>
<tr>
<td>Reflectivity* (ASTM C 1549)</td>
<td>0.06</td>
</tr>
<tr>
<td>Emissivity* (ASTM C 1377)</td>
<td>0.88</td>
</tr>
<tr>
<td>Post-consumer Recycled Content</td>
<td>0%</td>
</tr>
<tr>
<td>Pre-consumer Recycled Content</td>
<td>0%</td>
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</table>

*Test methods for reflectivity and emissivity are LEED®- and CR60®-approved.

**Peak Advantage® Guarantee Information**

Enhanced guarantees are now available on certain systems for wind and puncture. Consult your local sales representative for more information and for specific guarantee terms and costs.

<table>
<thead>
<tr>
<th>Product</th>
<th>Guarantee Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>When used in most JM EPDM Systems*</td>
<td>Up to 30 years</td>
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</tbody>
</table>

*Contact JM Technical Services for specific systems.

**Installation/Application**

Refer to JM EPDM Application Guides and Detail Drawings for instructions.

**Packaging and Dimensions**

<table>
<thead>
<tr>
<th>Roll Size</th>
<th>Roll Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>10' x 100' (3.05 m x 30.48 m)</td>
<td>1000 ft2 (92.9 m²)</td>
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</tbody>
</table>

**References**

Refer to the Safety Data Sheet and product label prior to using this product. The Safety Data Sheet is available by calling 800/922-5922 or on the Web at www.jm.com/roofing.

RS-2006 9-17 (Replaces 10-14)
## APPENDIX A (cont.)
### ROOF MEMBRANE MATERIAL

**JM EPDM NR 90 MIL**
Ethylene Propylene Diene Monomer Membrane

Meets the requirements of ASTM D 4637, Type I

### Tested Physical Properties

<table>
<thead>
<tr>
<th>Physical Properties</th>
<th>ASTM Test Method</th>
<th>Standard for ASTM D 4637, Type I</th>
<th>JM EPDM = NR 90 mil</th>
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<tbody>
<tr>
<td></td>
<td>Tenacity Strength (psi)</td>
<td>D 412</td>
<td>&gt;= 1305</td>
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<tr>
<td><strong>Strength</strong></td>
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<tr>
<td>Elongation, Ultimate (%)</td>
<td>D 412</td>
<td>&gt;= 300</td>
<td>428</td>
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<td></td>
<td>Tenacity Set (%)</td>
<td>D 412</td>
<td>&lt;= 10</td>
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<tr>
<td>Tear Resistance (lb/min.)</td>
<td>D 624</td>
<td>&gt;= 150</td>
<td>171</td>
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<tr>
<td>Dynamic Puncture Resistance, SJ, Type I</td>
<td>D 9635</td>
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<td>pass</td>
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<td>D 9602</td>
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<td>Overall Sheet Thickness (in.)</td>
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<td>+/- 10%</td>
<td>pass</td>
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<td>Brittleness Point (°F)</td>
<td>D 2137</td>
<td>&lt;= -48</td>
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<td>Ozone Resistance</td>
<td>D 1149</td>
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<td>Water Absorption (mass %)</td>
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<td>&lt;= 8</td>
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<td></td>
<td>Heat Aged 0/0 hrs @ 240°F</td>
<td>D 573</td>
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<td><strong>Heat Bond Performance</strong></td>
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<td></td>
<td>Tensile Strength (psi)</td>
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<tr>
<td>Elongation, Ultimate (%)</td>
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<td>&gt;= 200</td>
<td>284</td>
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<td></td>
<td>Tear Resistance (lb/in.)</td>
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<td>&gt;= 125</td>
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<td>Linear Dimensional Change (%)</td>
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<td>Weathering Resistance, 5040 KJ/m2 @ 340 nm</td>
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<tr>
<td></td>
<td>Elongation, Ultimate (%)</td>
<td>D 412</td>
<td>&gt;= 200</td>
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</tbody>
</table>

Refer to the Safety Data Sheet and product label prior to using this product.
The Safety Data Sheet is available by calling 1-800-929-5022 or on the Web at www.jm.com/volcanic.
APPENDIX A (cont.)
OVERBURDEN WARRANTY

Photovoltaic Overburden Additions on JM Guaranteed Roof System

Prior to installing any photovoltaic energy system on a JM guaranteed roof system and to ensure continued guarantee coverage, the required information and process under the Johns Manville Peak Advantage Guarantee (“Guarantee”) is outlined below.

The Guarantee expressly requires that any alterations to the roof during the guarantee period must be approved by JM and performed by an approved JM contractor. Therefore, the Guarantee will be suspended during the installation of any photovoltaic (“PV”) system. To reinstate the Guarantee coverage the building owner must provide the following information and abide by the process outlined herein:

Complete this form in its entirety and submit all required information to Johns Manville at roofer@jm.com

Project Name: 

JM Guarantee Number: 

Address: 

City: State / zip: 

JM Approved Roofing Contractor: 

Note: If roof system modifications are being performed within 24 months of the start date listed on the guarantee, the original installing JM approved roofing contractor listed on the guarantee is to be retained to complete the roofing scope of work.

Building Owner Contact: Email: 

Photovoltaic Installer: 

Photovoltaic Supplier/Manufacturer: 

Photovoltaic System Type: Ballasted Mounted to Structure Hybrid Thin Film

Describe Scope of Work: 

List any JM Materials Utilized:

Continued Next Page...
APPENDIX A (cont.)
OVERBURDEN WARRANTY

Additional Required Items to be submitted with this form:
(Each item that is completed and attached to this form)

- Detailed Roof Plan Indicating Scope of Work and Location on Roof
  - Roof plan is to indicate the full extent of the photovoltaic array over the roof's surface including maintenance paths and entry and exit points.

- Installation and/or Flashing Details
  - Details are to clearly define the photovoltaic mounting system including applicable roof membrane flashing details

- Photovoltaic Overburden Waiver Signed by Building Owner (Included at the bottom of this Form)
  - Failure to sign and submit the PV Photovoltaic overburden waiver will void the guarantee.

Inspection and Fee Schedule:
Applicable fees must be received by Johns Manville prior to scheduling an inspection.

1. On an existing Johns Manville guaranteed roof system, a post-inspection is required after the photovoltaic installation has been completed. The review and inspection fee of this project will be $0.02/ft² with a minimum charge of $1000 per project.

2. On new construction or re-roof projects, with the PV installation being completed within 6 months of the guarantee start date, there will be no additional fees for the required post-inspection by Johns Manville. Installations past that date are subject to the terms in item 1 above. The final inspection on the roofing system must be completed and approved prior to installation of the PV array. The original JM Approved Contractor listed on the guarantee is to be retained to complete the roofing integration scope of work. All other requirements outlined in this bulletin must still be followed.

Once the photovoltaic installation has been completed, the roof modifications have been inspected and approved by a Johns Manville Technical Representative, all applicable fees have been paid to Johns Manville, and the Building Owner has signed and submitted the Photovoltaic Overburden Waiver, the guarantee will be placed back in Active status.

Please be advised that Johns Manville reserves the right to discontinue guarantee coverage if satisfactory information is not received or if the long term performance of the roofing system has been compromised beyond reasonable repair.

In addition to the requirements outlined above, Johns Manville offers the following Recommendations for PV installations on JM guaranteed roofing systems:

1. The roof must be adequately protected from trade-related roof traffic and damage during the installation of the PV array.

2. Areas of the roof to be used for PV maintenance and access are to be protected in accordance with JM published walkway details.

3. The building owner shall be responsible for verifying the building’s structure is adequate to withstand the additional loading.

4. For ballasted PV array installations:
   a. A compatible protection sheet at PV mounting contact points should be installed to protect primary waterproofing membrane from premature wear and degradation. Recommended protection sheet materials include JMDynaTread walkway pads or polyester reinforced modified bitumen cap sheets for bituminous systems and JM walkpad material or min. 60 ml single ply membrane of the same type as the primary waterproofing membrane for single ply systems.

Page 2 of 4
APPENDIX A (cont.)
OVERBURDEN WARRANTY

b. The point-of-contact must be centered on the protection layer extending beyond the point-of-contact a minimum of 2 inches in all directions.

c. The slope of the roof should not exceed 1:12" (one inch per foot) for single ply systems and ¼:12" (one quarter inch per foot) for bituminous membrane systems.

d. Point loading of photovoltaic system should be kept to a minimum with loading distributed over the largest possible footprint.

e. Ballasted PV assemblies are NOT Recommended on gravel surfaced bituminous membrane assemblies. As an alternate to ballasted PV assemblies, JM recommends the PV assembly be mounted to the building structure. The mounting apparatus can then be flashed (waterproofed) in accordance with JM approved details.

f. Ballasted PV assemblies are NOT Acceptable for installation on stone aggregate ballasted single ply membrane assemblies; this installation will void the JM roofing system guarantee.

g. For new construction or re-roof projects to receive a ballasted PV array, JM recommends the roofing system incorporates an adhered high density cover board (minimum 150 psi compressive strength) and a fully adhered membrane. This configuration will distribute loading and minimize long term point loading impacts on the waterproofing membrane.

5. The mounting system point-of-contact shall not interfere with the performance of the membrane or impede drainage. All water must drain completely within 48 hours of a precipitation event.

6. The PV system should be designed to resist or accommodate movement due to weather changes, seismic activity, thermal expansion, and/or structural load.

7. All waterproofing membrane T-joints are to be closely examined in areas where the PV array will conceal access. Non-reinforced T-joint patches of the same membrane material as the primary waterproofing membrane are to be utilized for single ply systems. JM PermaFlash or JM SeamFree PMMA is to be applied at bituminous cap sheet T-Joints.

8. Seaming of Single Ply membranes is to be thoroughly examined and stripped-in with a membrane appropriate cover strip in areas where the PV array will conceal access.

9. Thin Film PV is not to be applied directly to the waterproofing membrane. Thin Film blankets are to be laminated to a compatible sacrificia layer of like membrane then the sacrificial sheet can be applied to the waterproofing membrane in accordance with an approved method.

Submitted by:

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Date</th>
<th>Company Name</th>
</tr>
</thead>
</table>

Primary Contact Person for Project Access:

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
</table>
APPENDIX A (cont.)
OVERBURDEN WARRANTY

Johns Manville Peak Advantage Guarantee Photovoltaic Overburden Waiver

Date: __________________________________________________________

Owner: _________________________________________________________

Project Name: __________________________________________________

JM Guarantee #: _________________________________________________

Peak Advantage Roofing
Contractor performing alterations: ________________________________

Name/Type of Photovoltaic System: ________________________________

Square Footage of Photovoltaic System: ____________________________

This document must be signed and submitted to Johns Manville in order for the Guarantee to be put back in “Active” status.

1. Upon receiving notice, the Undersigned agrees to remove and replace within a reasonable period of time the roof top photovoltaic system at the above-referenced project to the extent reasonably required, at their expense, to provide access to the roofing system for Johns Manville (“JM”) and/or its designees to conduct a leak investigation and/or to make repairs to the roofing system. In addition, the Undersigned agrees to be responsible for all costs associated with this removal work - whether the resulting repair work is covered by the JM Guarantee or not and that JM is not responsible for any changes or alterations in either the appearance or the performance of the roofing system as a result of this removal work.

2. The Undersigned further agrees that all electricity connected with the solar system will be rendered inoperable, at their expense, prior to any investigation or repair of a leak and shall remain so until all such investigation and/or repair work is fully completed. The Undersigned understands that JM is not responsible for any loss (loss of income, building use, etc.) or damages (consequential, direct or indirect) which may result from rendering the photovoltaic system inoperable.

3. The Undersigned agrees to have the roof system repaired by any JM Peak Advantage Contractor or pay JM, for any and all repair, removal or replacement costs necessary to return the roofing system to a watertight condition should any damage occur during the installation, removal, or replacement of the photovoltaic system.

4. The Undersigned understands and agrees that the JM Guarantee does not cover any leaks, changes in appearance, damage, or loss of performance in the roofing system resulting from the installation, operation, or the presence of a photovoltaic system on the roofing system. The Undersigned further understands and agrees that JM is not responsible for any claims related to the JM Guarantee that are attributable, either in whole or in part, to the installation, operation, and/or presence of a photovoltaic system.

5. The Undersigned acknowledges and understands JM’s Roof System Recommendations for PV Installations.

Signed: ___________________________ Date: _________________________

Printed Name: __________________________________________________

Building Owner or Building Owner’s Authorized Agent Title: ________________
APPENDIX A (cont.)
SOUTH SCHOOL ELECTRICAL SERVICE
APPENDIX A (cont.)
SOUTH SCHOOL ELECTRICAL SERVICE
APPENDIX B
ELECTRICAL BILL

EVERSOURCE
Account Number: 5148 592 3072
Statement Date: 07/20/18
TOWN OF NEW CANAAN PUBLIC SCH
CONFR PD
NEW CANAAN CT 06840

Total Amount Due
by 09/18/18 $6,838.62
Amount Due On 07/18/18 $14,389.95
Last Payment Received On 07/05/18 -$14,389.95
Balance Forward $2.00
Total Current Charges $6,838.62

Current Charges for Electricity
Supply $3,208.97
Cost of electricity from CONSTELLATION NEWENERGY CT
Delivery $3,629.65
Cost to deliver electricity from Eversource

$0 $1,369 $2,738 $4,107 $5,476 $6,843

Your electric supplier is
CONSTELLATION NEWENERGY CT
1221 LAMARST SUITE 750
888 HOUXTON TX 77010-3038
844 636 3743

News For You
We’re always working to serve you better and we’ve heard your feedback regarding the timeliness of payment processing by mail. To process your payments faster, we’re bringing our payment processing back from Texas to New England. Please note our new payment address below.

Remit Payment To: Eversource, PO Box 56002, Boston, MA 02205-6002

Please make your check payable to Eversource and consider adding $1 for Operation Fuel.
To add more or make a payment today, visit Eversource.com. If mailing, please allow 7-10 business days to post.

EVERSOURCE
Account Number: 5148 592 3072
You may be subject to a 1.00% late payment charge if the "Total Amount Due" is not received by 09/17/18

TOWN OF NEW CANAAN PUBLIC SCH
ATTN LARRY CERRITANI
39 LOCUST AVE
NEW CANAAN CT 06840-4799

Eversource
PO Box 56002
Boston, MA 02205-6002

5148592307246 0006838623 0006838623

Page 29 of 44
APPENDIX B (cont.)

ELECTRICAL BILL

Total Amount Due by 09/18/18 $6,838.62

Electric Account Summary
Amount Due On 07/18/18 $14,389.95
Last Payment Received On 07/15/18 -$14,389.95
Balance Forward $0.00

Current Charges/Credits
Electric Supply Services $3,208.97
Delivery Services $3,629.65
Total Current Charges $6,838.62
Total Amount Due $6,838.62

Total Charges for Electricity
Supplier (CONSTELLATION NEWENERGY)
Generation Snc Cng*** 41088.00kWh x $0.07810 $3,208.97
Subtotal Supplier Services $3,208.97

Delivery (DISTRIBUTION RATE: 040)
Transmission Cng 13696.00kWh x $0.22525 $345.82
Transmission Cng 27392.00kWh x $0.02226 $637.14
Distr Cust Svc Cng $65.00
Distr Cng per kWh 41088.00kWh x $0.004300 $1,796.78
Electric Sy Smpvmt**** 27392.00kWh x $0.00097 $26.57
Revenue Adj Mechamsm 41088.00kWh x $0.00201 $82.59
CTV Cng per kWh 41088.00kWh x $0.00015 $6.16
FMCC Delivery Cng 13696.00kWh x $0.00999 $136.82
FMCC Delivery Cng 27392.00kWh x $0.00937 $256.66
Comb Public Benefit Cng* 41088.00kWh x $0.001745 $306.11
Subtotal Delivery Services $3,629.65
Total Cost of Electricity $6,838.62
Total Current Charges $6,838.62

---

Explanation of your charges
*The Combined Public Benefits Charge represents a combination of three charges formerly known as: Conservation and Load Mynt Charge, Renewable Energy Investment Charge, and Systems Benefits Charge. This charge also includes the Conservation Adjustment Mechanism approved by the Public Utilities Regulatory Authority in Docket No. 15-11-14.

**Effective January 1, 2001, the Generation Services Charge (GSC) and the Byspassable Federally Mandated Congestion Charge (BFMCC) have been combined into the "GSC Charge" listed in the Supplier Services section of your bill. The GSC reflects all of the cost of procuring energy from Eversource wholesale suppliers. The BFMCC portion of this line item is $0.0001 / kWh. If you multiply the BFMCC rate by the number of kWhs on your bill, you can calculate the dollar amount associated with the BFMCC.

***Electric System Improvements: Recovers company investments that protect, strengthen or modernize the electric grid.

---

Prepared by MHR Development, LLC
South School Solar Project – #2019-06
APPENDIX B (cont.)

ELECTRICAL BILL

 EVERSOURCE
 Account Number: 51485923072
 Customer name key: NEW
 TOWN OF NEW CANAAN PUBLIC SCH
 GOWER RD
 NEW CANAAN CT 06840

Total Amount Due by 09/18/18 $6,838.62

Continued from previous page...

Supply Rate

Dollar / KWh

0.1

0.04

0.02

0

Jul
Aug
Sep
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul

Demand Profile

Max. kW Demand

250

200

150

100

50

0

Jul
Aug
Sep
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul

Important Messages About Your Account

Because the billing period spans a change in the rates, your usage has been calculated partly on the old rate and partly on the new rate.

This meter is tax exempt
APPENDIX B (cont.)

SUPPLY CONTRACT

New Canaan Public Schools has contracted with Constellation NewEnergy Inc. for all “supply”; Constellation’s current charge is $0.0840 per kWh. Full contract available upon request.

| My supplier’s information: | Constellation NewEnergy Inc is your electric generation supplier CT DPU Docket No. 99-11-14. You can call Constellation at its toll-free number 888-635-0827 between 8:00 AM and 7:00 PM eastern prevailing time (not including weekends or holidays) or email Constellation at customerservice@constellation.com.
You can visit connecticutconstellationsnewenergy.com. You can send a letter through U.S. mail to
Constellation NewEnergy, Inc., 1221 Lamar St, Suite 750, Houston, Texas 77010, Attn: Contracts Administration.

How long is my contract? | Subject to successful fulfillment of your Account(s), we will supply each Account with electricity starting on
the meter read date following acceptance by the UDC on or about 06/23/17 through on or about 06/24/20
unless extended on a rolling basis as described in this Agreement.

What is my pricing structure? | Your pricing structure is the Fixed Rate Plan and includes costs associated with the generation of your
electricity supply, subject to any changes you elected to pass through as set forth in the Cost Components
section below. The plan will have a fixed rate of $0.0840/kWh and will be fixed from the Start Date through the
End Date.

Are there any late payment fees? | If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due
date until the bill is paid in full at a rate of 1.5% per month, or the highest rate permitted by law, whichever is
less.

When did I contract? | You entered into this Agreement on 11/29/2016 via signed contract.

How do I contact the Connecticut Public Utilities Regulatory Authority (PURPA)? | You can contact the Connecticut Public Utilities Regulatory Authority at 1-800-382-5466 (toll free within
Connecticut) or 1-800-827-2622 (outside Connecticut), by sending a letter to: PLRA 10 Franklin Square New
Britain, Connecticut 06051, Attn: Consumer Assistance and Information Unit; or by visiting the website
http://www.cogc.com. You may also learn more about electric generation service in Connecticut by visiting
electricCT.com.

How will I receive notices? | You will receive notices from Constellation through U.S. mail at
Address.

Can I cancel my contract and are there any early termination fees? | Pursuant to Connecticut law, you have until midnight on the third business day after the later of the day on which
you enter into the Agreement or the day on which you receive a copy of the fully executed Agreement to cancel
this Agreement without penalty. To cancel this Agreement, you can call Constellation at 888-635-0827, send an
email to feedback@constellation.com, or send a letter through U.S. mail to Constellation NewEnergy, Inc., 1221
Lamar St, Suite 750, Houston Texas 77010, Attn: Contracts Administration. If you terminate this Agreement
outside of this time period, you may be liable for an early termination payment calculated as the difference
between (1) the prices below multiplied by the remaining anticipated usage of your account(s) and (2) the amount
owed to Constellation would be able to recover such related services. You will also be liable for all past due amounts as well
as any costs incurred by Constellation in connection with collecting any such amounts.

How do I contact my UDC? | Your UDC is responsible for delivering electricity to your place of business. In cases of emergencies relating to
your electricity service, such as a power outage, you should call your UDC: Connecticut Light & Power at (800)
266-2020; United Illuminating at (800) 772-5584.

<table>
<thead>
<tr>
<th>UDC</th>
<th>UDC Account Number</th>
<th>Service Address</th>
<th>Start Date</th>
<th>End Date</th>
<th>Energy Price Non TOU (S/kWh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLP</td>
<td>181 Cherry St, New Canaan, CT 20444067</td>
<td>06/23/17</td>
<td>06/24/20</td>
<td>0.0840</td>
<td></td>
</tr>
</tbody>
</table>

132313.48259.1  Page 32 of 44

Prepared by MHR Development, LLC
South School Solar Project – #2019-06
# APPENDIX C
## SOUTH SCHOOL ZREC

**STANDARD CONTRACT FOR THE PURCHASE AND SALE OF CONNECTICUT CLASS I RENEWABLE ENERGY CREDITS**

## COVER SHEET

This Standard Contract for the Purchase and Sale of Connecticut Class I Renewable Energy Credits from Low and Zero Emission Projects ("Agreement") in accordance with Conn. Gen. Stat. § 16-244(4) and 16-244(6), or 16-244(9), as applicable, is entered into as of the following date: **November 26, 2018** (the "Effective Date"). This Agreement includes this Cover Sheet together with the appendices hereof. The Parties to this Agreement are the following:

<table>
<thead>
<tr>
<th>SELLER</th>
<th>BUYER</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Canaan Public Schools</td>
<td>The Connecticut Light and Power Company</td>
</tr>
<tr>
<td>39 Locust Ave New Canaan, CT 06840</td>
<td>dba Eversource Energy (&quot;Eversource Energy&quot;)</td>
</tr>
<tr>
<td>Town of New Canaan</td>
<td>107 Selden Street</td>
</tr>
<tr>
<td></td>
<td>Berlin, CT 06037</td>
</tr>
<tr>
<td>US Federal 06-5002472</td>
<td><a href="http://www.eversource.com">www.eversource.com</a></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
</tr>
<tr>
<td>Connecticut</td>
<td>Connecticut</td>
</tr>
<tr>
<td>Corporation</td>
<td>Corporation</td>
</tr>
<tr>
<td>Limited Partnership</td>
<td>Limited Partnership</td>
</tr>
<tr>
<td>LLP</td>
<td>LLP</td>
</tr>
<tr>
<td>LLC</td>
<td>LLC</td>
</tr>
<tr>
<td>Partnership</td>
<td>Partnership</td>
</tr>
<tr>
<td>Individual</td>
<td>Other</td>
</tr>
</tbody>
</table>

## CONTACT INFORMATION

<table>
<thead>
<tr>
<th>SELLER</th>
<th>BUYER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 40 Richards Avenue, Floor 3 Norwalk, CT 06854</td>
<td></td>
</tr>
<tr>
<td>Attn: Mark Robbins</td>
<td>Address: 107 Selden St., Berlin, CT 06037</td>
</tr>
<tr>
<td>Tel#: 203-604-6677 Fax#</td>
<td>Attn: Manager - Renewable Power Contracts</td>
</tr>
<tr>
<td>Email: <a href="mailto:markrobbins@mhrdevelopment.com">markrobbins@mhrdevelopment.com</a></td>
<td>Tel#: 800-665-5266 Fax# 800-665-4583 Email: <a href="mailto:lrec.zrec@eversource.com">lrec.zrec@eversource.com</a></td>
</tr>
</tbody>
</table>

| Address: 40 Richards Avenue, Floor 3 Norwalk, CT 06854 |
| Attn: Mark Robbins              | Address: 107 Selden St., Berlin, CT 06037        |
| Tel#: 203-604-6677 Fax#         | Attn: Manager - Renewable Power Contracts       |
| Email: markrobbins@mhrdevelopment.com | Tel#: 800-665-5266 Fax# 800-665-4583 Email: lrec.zrec@eversource.com |

| Address: 40 Richards Avenue, Floor 3 Norwalk, CT 06854 |
| Attn: Mark Robbins              | Address: Legal Department, 107 Selden St., Berlin, CT 06037 |
| Tel#: 203-604-6677 Fax#         | Attn: Associate General Counsel – CT State Regulatory |
| Email: markrobbins@mhrdevelopment.com |
**SOUTH SCHOOL ZREC**

**Accounting Information**

| Address: 40 Richards Avenue, Floor 3 Norwalk, CT 06854 | Address: 107 Selden St., Berlin, CT 06037 |
| Attn: Mark Robbins | Attn: Manager - Renewable Power Contracts |
| Tel#: 203-604-8677 Fax#: | Tel#: 860-685-5096 Fax#: 860-685-4583 |
| Email: markrobbins@mhrdevelopment.com | Email: lrec.zrec@eversource.com |

**Bank:**

- **ABA#**
- **Acct#**
- **Checking**
- **Savings**
- **Wire Transfer Numbers (if Applicable)**
- **Checking**
- **Savings**
- **Other Details:**

**Attn:** Mark Robbins

**Address:** 40 Richards Avenue, Floor 3 Norwalk, CT 06854

**Bank:** Bank of America, NA

**Address:** 100 N. Tryon Street, Charlotte, NC 28202

**ABA#** 028009593

**Acct#** 0000126048

**Checking**

**Savings**

**Other Details:**

**Attn:** Manager - Renewable Power Contracts

**Address:** 107 Selden St., Berlin, CT 06037

**Bank:** Bank of America, NA

**Address:** 2523 Albany Ave, West Hartford, CT 06117

**ABA#** 011900254

**Acct#** 0000126048

**Checking**

**Savings**

**Other Details:**

The Parties hereby agree to the following provisions offered in Appendix A, the General Terms and Conditions. Select the appropriate box(es) and/or fill in the required information from each section:

<table>
<thead>
<tr>
<th>Section 3.1 Facility Description</th>
<th>Facility Site/Location (Including Street, City or Town)</th>
<th>Gower Road New Canaan, Connecticut 06840</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Billing Account Number</td>
<td>51485923072</td>
<td></td>
</tr>
</tbody>
</table>

**Technology**

- Wind
- Solar-Single Axis
- Solar-Dual Axis
- Hydro
- Fuel Cell
- Other: Fixed Tilt

**Project Size (KW)**

- Applicable to LREC Projects only
- Up to 2,000 KW
- Greater than 100 KW, but less than 250 KW
- Between 250 KW and 1,000 KW
- Applicable to ZREC Projects

**Installed Capacity**

- 248 KW (AC)
### APPENDIX C (cont.)

#### SOUTH SCHOOL ZREC

| Section 5.2 LREC/ZREC Product | ☒ Zero Emissions Class I RECs ("ZREC")
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 6.2 Interconnecting Utility</td>
<td>Eversource Energy</td>
</tr>
<tr>
<td>Section 7.1 Maximum Annual Quantity</td>
<td>388 Maximum Annual Quantity LRECs/ZRECs</td>
</tr>
<tr>
<td>Section 7.4 Purchase Price</td>
<td>$95.00 per LREC or ZREC, as elected above in Section 5.2</td>
</tr>
<tr>
<td>Section 9.1 Performance Assurance (amount)</td>
<td>$3,686.00</td>
</tr>
</tbody>
</table>
| Section 10.3.5 Facility Uses Connecticut Manufactured, Researched or Developed Technologies | ☐ Manufactured
| | ☐ Researched
| | ☐ Developed
| | ☒ N/A |
| Section 2.2 Delivery Term Start Date | ☒ April 1, 2020
| | ☐ July 1, 2019
| | ☐ October 1, 2019
| | ☐ January 1, 2020 |

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

<table>
<thead>
<tr>
<th>New Canaan Public Schools</th>
<th>Party Name</th>
<th>The Connecticut Light and Power Company dba Eversource Energy by Eversource Energy Service Company, its authorized agent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Signature</td>
<td>[Signature]</td>
</tr>
<tr>
<td></td>
<td>Printed Name</td>
<td>James G. Daly</td>
</tr>
<tr>
<td></td>
<td>Title</td>
<td>Vice President – Energy Supply</td>
</tr>
</tbody>
</table>
HOLD HARMLESS AGREEMENT

The undersigned covenants and agrees to and shall at all times indemnify, protect and hold harmless New Canaan Public Schools, and its consultant MHR Development, LLC, from and against all costs or expenses resulting from any and all losses, damages, detriments, claims, demands, cost and charges including attorney’s fees New Canaan Public Schools may directly or indirectly suffer, sustain or be subjected to by reason or on account of the work to be performed pursuant to this RFP or any activities in connection with the PPA entered into pursuant to this RFP whether such losses and damages be suffered or sustained by New Canaan Public Schools directly or by their respective employees, licenses or invitees or be suffered or sustained by other persons or corporations who may seek to hold New Canaan Public Schools liable therefore.

The EPC Contractor shall comply with the provisions of the Immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987, which Act makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to work in the United States. The EPC Contractor shall hold New Canaan Public Schools harmless for the failure of the EPC Contractor to comply with the provisions of said Act.

IN WITNESS WHEREOF, this agreement was executed and made effective on the ______ day of ________________.

EPC Contractor:

____________________________________
Name: 
Title: 

State of Connecticut )
) ss: 
County of )

I, the undersigned Notary Public, do hereby certify that on this _____ day of ________________ , 20___ , ______________________, whose name is signed to the foregoing instrument, has this day personally appeared before and acknowledged the same before me.

____________________________________
Notary Public 
Date commission expires: _______
APPENDIX E

Municipal Government Addendum Form Non-Appropriation

This Municipal Government Addendum (this “Addendum”) is made part of the Agreement dated ____________ ____, 201__ (“Agreement”) between ___________________________ (“we” “us” and “ours”) and Board of Education of New Canaan (“you” and “your”). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows.

1. **Funding Intent.** You reasonably believe that funds can be obtained sufficient to make all payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive officer will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence the non-appropriation by omitting funds for the payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. **Non-Appropriation of Funds.** If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for payments set forth in the Agreement and (b) you have exhausted all funds legally available for such payments (together, a “Non-Appropriation Event”), then you will give us written notice (a “Termination Notice”) and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available (“Termination Date”). You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you for the acquisition or use of equipment or services performing functions similar to the equipment provided by us during your fiscal period in which the termination would occur. You shall (i) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, and (ii) pay us all sums payable to us under the Agreement up to and including the Termination Date. We agree that a termination of the Agreement, properly effectuated by you in accordance with this Paragraph 2, shall be without any surcharge, expense or penalty, whether characterized as an early termination fee, liquidated damages, or otherwise. You acknowledge and agree that, in the event of the termination of the Agreement, you shall have no interest whatsoever in the equipment provided by us or the proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or releasing of the equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.
APPENDIX E (cont.)

3. **Authority and Authorization.** You represent and agree that: (a) you are a political subdivision of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with applicable bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an incumbency certificate in a form satisfactory to us.

4. **Government Use.** You agree that the use of the equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the equipment during the term of the Agreement and you will use the equipment only for your governmental purposes.

5. **Choice of Law.** Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

6. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

<table>
<thead>
<tr>
<th>CUSTOMER: BOARD OF EDUCATION OF NEW CANAAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: _________________________________</td>
</tr>
<tr>
<td>Print</td>
</tr>
<tr>
<td>Name: _________________________________</td>
</tr>
<tr>
<td>Title: _________________________________</td>
</tr>
<tr>
<td>Date: _________________________________</td>
</tr>
</tbody>
</table>

| By: _________________________________ |
| Print                                      |
| Name: _________________________________    |
| Title: _________________________________   |
| Date: _________________________________    |
APPENDIX F

INSURANCE REQUIREMENTS

The successful vendor will be required to purchase from and maintain, for the life of the contract, in a company or companies with an A.M/Best rating of A- (VII) or better, such insurance as will protect the Board of Education from claims set forth below which may arise out of or result from the vendor’s obligation under the Contract, whether such obligation is the vendor’s or a subcontractor or any person or entity directly or indirectly

**Worker’s Compensation**

Vendor shall provide workers compensation insurance required by law with employer’s liability limits for at least the amounts of liability for bodily injury by accident of $500,000 each accident and bodily injury by disease of $500,000.

**Commercial General Liability Insurance:**

Vendor shall provide commercial general liability insurance policy with an edition of 1986 or later including products and complete operations. Limits should be at least: Bodily injury and property with an occurrence limit of $1,000,000; Personal & advertising injury limit of $1,000,000 per occurrence; General aggregate limit of $2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of $2,000,000. Coverage will continue three years after the completion of the work.

- The policy shall name the New Canaan Public Schools as an additional insured and include ISO Form CG2010 (07/04) and CG 2037 (07/04).
- Such coverage will be provided on an occurrence basis, and will be primary, and shall not contribute in any way to any insurance or self-insured retention carried by the Board of Education.
- The policy shall contain a waiver of liability in favor of the Board of Education.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision of the contract.
- A per project aggregate limit of liability endorsement shall apply for any construction contract.
- Deductible and self-insured retentions shall be declared and are subject to approval by the Board of Education.

**Commercial Automobile Insurance:**

Vendor shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of $1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage. Policy shall name the Board of Education as an additional insured.
INSURANCE REQUIREMENTS

Umbrella Liability Insurance:

Vendor shall provide an umbrella or excess liability policy (without restriction or limitation). Such policy shall contain limits of liability in the amount of $5,000,000 each occurrence and $5,000,000 in the aggregate.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide the Board of Education certificates of insurance prior to execution of the agreement by the Board of Education describing said coverage.
APPENDIX G

DRUG-FREE WORKPLACE CERTIFICATE

I hereby certify that this company:

1. Has a published statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and that this statement specifies the actions which will be taken against employees for violations of such prohibition.

2. Has a written policy informing employees about the dangers of drug abuse in the workplace, the firm’s policy of maintaining a drug free workplace, any available counseling, rehabilitation, and employee assistance programs, and the penalties which may be imposed upon employees for drug abuse violations.

3. Each employee engaged in providing the commodities or contractual services which are being bid was given a copy of the statements specified in paragraphs 1 and 2, above.

4. In the statement specified in paragraph 1, the employees have been notified that, as a condition of working on the commodities or contractual services which are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of “guilty” or of “nolo contendere” to any violation of any controlled substance law of the United States or of any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

5. This firm will impose a sanction on or require the satisfactory participation in a drug abuse assistance program or a rehabilitation program, if such are available in the employee’s community, by any employee who is so convicted.

6. This firm will make a good faith effort to continue to maintain a drug free workplace.

As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

Signature: ___________________________ Date: ___________________________

Print Name: ___________________________

Company: ___________________________
APPENDIX E

TERMS AND CONDITIONS

THIS IS A REQUEST FOR PROPOSALS AND THE NEW CANAAN PUBLIC SCHOOLS RESERVES THE RIGHT TO NEGOTIATE AND CONTRACT WITH ANYONE OR NO ONE IN THE BEST INTERESTS OF THE TOWN.

Unless otherwise modified, the following terms and conditions will apply to services rendered. The respondent may use a standard form of agreement incorporating the following provisions.

Services to be Provided

The winning vendor shall provide services as set forth in the RFP and in accordance with the terms identified herein. The services provided will be performed on behalf of and solely for the New Canaan Public Schools and any information, tests, reports, correspondence, and conclusions shall not be released to other parties unless authorized by NCPS or in accordance with any applicable state or federal law.

Court Litigation and Waiver of Jury Trial

Notwithstanding the existence of any provision for arbitration of disputes in the contract or any legislation providing for arbitration, any dispute arising under this contract shall not be submitted to arbitration and the parties shall be left to the remedies at law. It is further expressly agreed that both parties waive and relinquish their right to a trial by jury of any dispute arising out of this contract. The intent of the parties is not to have a jury decide any aspect of any dispute which may arise under this contract.

Mediation

All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate its representative and shall meet at the New Canaan Town Hall within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

Should the parties themselves be unable to agree on a resolution of this dispute, then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Each party shall pay the fees and expenses of the party mediator and such costs shall be borne equally by both parties. Upon agreement of the parties, either party may waive the first step in the mediation process and appoint a mutually acceptable mediator.

Any third-party mediator designated to serve in accordance with the provisions of the Agreement shall be disinterested and shall be qualified to evaluate the performance of both parties.

This process shall be considered as a condition precedent to moving to court.

Equitable Relief

Nothing herein shall prevent either party from obtaining a court order enforcing the mediation process or such other temporary or equitable relief until such time that the dispute is settled or finally adjudicated.
NOTE: By submitting a proposal for this contract the vendor agrees that any or all past clients may be contacted by the New Canaan School District. The vendors quoting on this contract also agree to release and discharge by quoting on this contract for the vendor him/herself, his/her heirs executors administrators and assigns, release acquit and forever discharge the New Canaan School System, its Board of Education and all employees and any or all other persons, firms and corporations of and from any and all actions, causes of actions, claims or demands for damages, costs, loss of services, expenses, compensation, consequential damage or any other thing whatsoever, on account of, or in any way growing out of any former client contacted by the New Canaan School System to obtain an opinion regarding any work performed by your company. The above release shall also include and apply to any former client contacted.