

PURCHASE AND INSTALLATION AGREEMENT

This agreement is dated October 26, 2010, between Standard Renewable Energy, L.P., a wholly owned subsidiary of GridPoint, Inc. (the "Company"), having offices at 9210 Cameron Road, Suite 100 Austin, TX 78754, and you (the "Customer"). This Purchase and Installation Agreement (the "Agreement") includes (i) the Terms and Conditions as attached hereto, (ii) the equipment listed on Schedule "A" (the "Equipment"), attached hereto and incorporated by reference, which schedule may be amended by the Company from time to time to accommodate system design changes, or revisions in system specifications for the installation of the Equipment, and (iii) any services performed by Company with respect to the Equipment or said installation at the property address listed below (the "Property").

INTENDING TO BE LEGALLY BOUND, WE BOTH AGREE AS FOLLOWS:

CUSTOMER NAME: CITY OF PFLUGERVILLE

PROPERTY ADDRESS: 400 Immanuel, Pflugerville, Tx 78691

BILLING ADDRESS (if different from above): 100 E. Main Street, Suite 400, Pflugerville, TX 78660

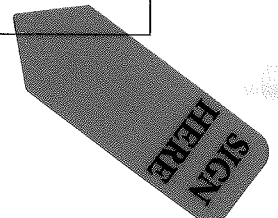
TELEPHONE: _____

EMAIL ADDRESS: _____

DESCRIPTION	PRICE
23.04 kW Solar Photovoltaic System	
TOTAL <i>(Total Due to Standard Renewable Energy)</i>	\$93,390.00
Estimated Rebate Value (assigned to Customer)	\$40,320.00
Payment due upon contract signing	\$26,535.00
Payment due upon installation completion	\$26,535.00
Payment due 60 days after installation completion	\$40,320.00

CUSTOMER ACKNOWLEDGES THAT IT HAS RECEIVED A COPY OF THIS AGREEMENT INCLUDING SCHEDULE A AND THE TERMS AND CONDITIONS AND THAT HE OR SHE HAS READ AND UNDERSTOOD THIS AGREEMENT, INCLUDING THOSE SECTIONS RELATING TO LIMITATIONS OF COMPANY'S LIABILITY AND WARRANTY DISCLAIMER.

COMPANY: STANDARD RENEWABLE ENERGY, LP By: <u>Rob McPherson</u> Printed Name: <u>Rob McPherson</u> Title: <u>Area Manager</u>	CUSTOMER: By: _____ Name: _____
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General Terms and Conditions

A. Purchase. Company agrees to sell to Customer and Customer agrees to purchase from Company the Equipment upon the price, terms and conditions herein set forth.

B. Payment Terms. Customer agrees to make three (3) payments to Company: (i) \$26,535.00 of Total Due to Company is due upon contract signing; (ii) \$26,535.00 of Total Due is due upon installation completion; and (iii) \$40,320.00 of Total Due to Company is due sixty (60) days following installation completion. Installation will not begin unless first payment is made upon contract signing.

C. Installation. The Company shall install the Equipment at the Property substantially in accordance with the manufacturer's specifications. Risk of loss to Equipment transfers to Customer upon completion of installation. Title to Equipment transfers to Customer upon payment of Total Due by Customer. Company retains a purchase money security interest in all Equipment described in this Agreement, to secure the payment by the Customer of sums due therefore. Customer grants to Company a power of attorney to file any UCC security interest filings that Company deems necessary related to any equipment sold hereunder.

In order to install the Equipment at the Property and to make all inspections, tests and repairs of the Equipment, Company must have access to the Property during the hours of 7:00 a.m. and 7:00 p.m. Company will use its best efforts to ensure timely completion of the installation, however Company shall be excused from performance hereunder for any period and to the extent that it is prevented from performing any services pursuant hereto, in whole or in part, as a result of delays caused by Customer or an act of God, or other cause beyond its reasonable control and which it could not have prevented by reasonable precautions, including fire, strike, slowdown or labor interruption, civil commotion, acts of terrorism, embargo, delay or failure of suppliers, contractors, or common carriers, breakdown of equipment, explosion, accident, governmental act or regulation, failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment, and such nonperformance shall not be a default hereunder or a ground for termination hereof.

Customer represents and warrants that the Property and conditions to be encountered by the Company at the Property and in areas where work is to be performed shall: (i) be in compliance with all applicable federal, state and local laws, rules and regulations, (ii) be safe; and (iii) not contain, or expose the Company's representatives to, hazardous materials or hazardous substances. In the event of Customer's breach of the foregoing, in addition to all other remedies, the Company may immediately suspend work until Customer has promptly corrected such condition(s) at Customer's expense. In the event Customer cannot or does not correct such condition(s), Company may, in its sole discretion, terminate this Agreement. Any termination by the Company due to a reasonable belief that an unsafe condition exists will not be deemed a breach of this Agreement, and no liability for such decision will attach.

D. LIMITED WARRANTY. Company warrants for ten (10) years following the date of completion of installation (the "Warranty Period") that the Equipment will be installed in a good and workmanlike manner and will be free from material defects in assembly and installation techniques. This warranty does not cover any damage resulting from accident, misuse, abuse, negligence, improper maintenance, normal wear and tear, deterioration, vandalism, theft or unauthorized tampering or improper operation of the Equipment by any party other than the Company. Any alterations to the Equipment will void all warranties. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In the event that any of Customer's Equipment is proved to Company's satisfaction to be defective during the Warranty Period, then Company's sole and exclusive liability for breach of the warranties set forth above shall be strictly limited to replacement or repair of the Equipment. Repair and replacement parts may be new or reconditioned to be the functional equivalent of new. Company shall not be liable for incidental or consequential damages, or for injury to the Customer's property caused by a breach of warranty. Company reserves the right to modify or alter the Warranty Period duration in order to comply with any and all federal, state, or local laws regarding required warranty periods, and shall provide written notice to Customer of any such modification.

E. Third Party Warranties. Company hereby assigns to Customer all third party warranties, including manufacturer and subcontractors, with respect to the Equipment and subcontractor services, if any (collectively, the "Third Party Warranties"). Customer acknowledges that the Company has no liability or responsibility to Customer for honoring any such Third Party Warranties and Customer shall be solely responsible for knowing the terms and conditions of any such third party warranties and enforcing the same. Upon Customer's reasonable request, Company shall use commercially reasonable efforts to assist Customer in connection with enforcing all Third Party Warranties.

F. Carbon Credits; Renewable Energy Credits. To the extent not otherwise assigned or sold to Customer's electric utility provider, in consideration for the Equipment, and for other good consideration, the value of which is hereby acknowledged by Customer, Customer hereby assigns its rights, title and interest to any and all renewable energy credits (RECs), "Green Tags" and/or carbon credits arising out of or resulting from the Installation of the Equipment by Company. Customer expressly understands and agrees that all RECs, "Green Tags" and/or carbon credits that are created by the Installation, existence, and operation of the Equipment shall belong to Company. Company may report or register ownership of the RECs, "Green Tags" and carbon credits with any entity and may utilize, transfer or assign same in any manner.

G. Agreement Subject to Terms and Conditions of Request for Proposal. This Agreement is further subject to the terms and conditions of the City of Pflugerville Recreation Center Solar Panel Request for Proposal ("RFP"), attached hereto as Exhibit A. The Agreement further incorporates by reference Company's response to the RFP, attached hereto as Exhibit B. To the extent that any terms herein conflict with the terms of the RFP, the terms of the RFP

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shall govern this Agreement.

H. Hazardous Waste. Company does not anticipate that its performance of the installation pursuant to this Agreement will result in the production or release of hazardous or sanitary waste. To the extent that hazardous or sanitary waste is generated by the installation contemplated under this Agreement, Company shall take all reasonable measures to safely handle and dispose of such waste.

I. Rebate Application. Company and Customer agree to cooperate in completing any documentation required for customer to receive the Oncor rebate identified in the Description section, including the Oncor rebate application document(s) attached hereto as Exhibit C.

J. Davis-Bacon Compliance. Company shall ensure that it complies with all Davis-Bacon wage requirements in its performance under this Agreement, including the requirements specifically identified in the RFP attached as Exhibit A hereto. Specifically, Company shall ensure that any Electricians employed for the performance of Company's work under this Agreement shall be paid at an hourly rate of at least \$26.18 and that any Laborers (common) employed for the performance of Company's work under this Agreement shall be paid at an hourly rate of at least \$7.57.

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Schedule A

Proposed Solar Photovoltaic (PV) System

- 23.04 kW System
- 96 Sharp 240W Silver iFrame Solar Panels
- Three (3) SMA Sunny Boy US7000 inverters
- S-5! On metal standing seam with rail racking system
- Structural Analysis/ Engineering
- Line Side Tap
- mySRE3 Monitor – Five Year PV Monitoring System
- 32" Plasma Monitor and mounting

Customer's Initials





Certification of “Buy American” Procurement

Contract Number _____

Project Name _____

I do hereby certify as to the following:

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the Owner’s bid solicitation and the provisions of ARRA Section 1605 and OMB regulations, Code of Federal Regulations, Volume 2, Part 176, the Bidder/Vendor certifies that this bid/procurement reflects the Bidder/Vendor’s best, good faith effort to identify domestic sources of Iron, Steel, and Manufactured goods for every component contained in the bid solicitation/procurement where such American-made components are available on the schedule of values and consistent with the deadlines prescribed in or required by the bid solicitation/procurement.
2. Verification of U.S. Production: The Bidder/Vendor certifies that all components contained in the bid solicitation/procurement that are American –made have been so identified, and if this bid/procurement is accepted, the Bidder/Vendor agrees that it will provide reasonable, sufficient, and timely verification to the Owner of the U.S. production of each component so identified.
3. Documentation Regarding Non-American made Iron, Steel, or Manufactured Goods: The Bidder/Vendor certifies that for any component or components that are not American-made and are so identified in this bid/procurement, the Bidder/Vendor has included in or attached to this bid/procurement one or both of the following, as applicable:
 - a. Identification of and citation to a categorical waiver published by the U.S. Department of Energy in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components.
 - b. Verifiable documentation sufficient to the Owner, as required in the bid solicitation or otherwise, that the Bidder/Vendor has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation/procurement.
4. Information and Detailed Justification Regarding Non-American made Iron, Steel, or Manufactured Goods: The Bidder/Vendor certifies that for any such component or components that are not so available, the Bidder/Vendor has also provided in or attached to this bid/procurement information, including but not limited to the verifiable documentation



and a full description of the bidder/vendor's efforts to secure any such American-made component or components, that the Bidder/Vendor believes is sufficient to provide and as far as possible constitutes the detailed justification required for a waiver under section 1605 with respect to such component or components. The Bidder/Vendor further agrees that, if this bid/procurement is accepted, it will assist the Owner in amending, supplementing, or further supporting such information as required by the Owner to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

Standard Renewable Energy
Contractor Name (printed or typed)

Rob McPherson
Name of Authorized Official (printed or typed)

Area Manager
Title (printed or typed)

Rh McR
Signature of Authorized Official

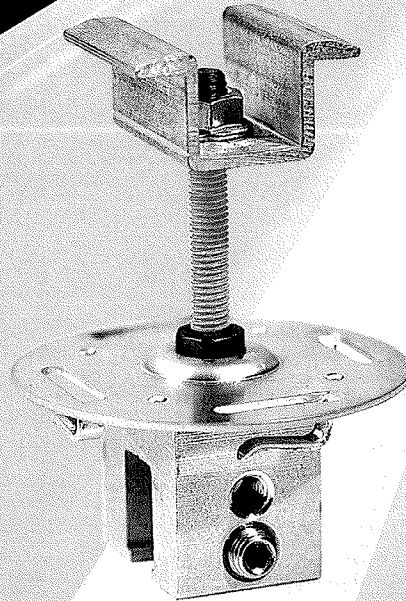
10/6/2010
Date

* Sub-recipients may use the following certification to be included in the bid packet and returned by prospective bidders with their bids.

** Please maintain this form on file.

S-5!®

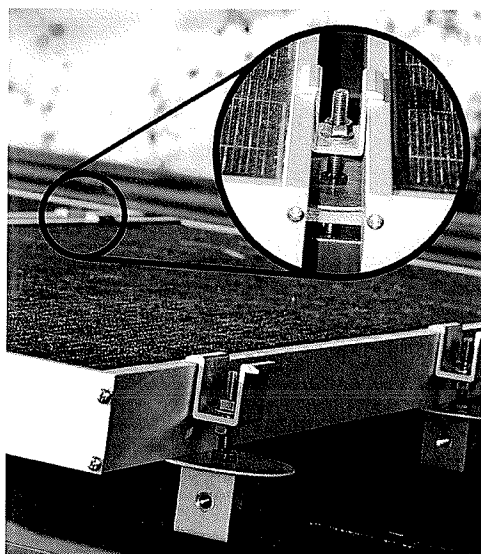
The Right Way!



S-5-PV Kit

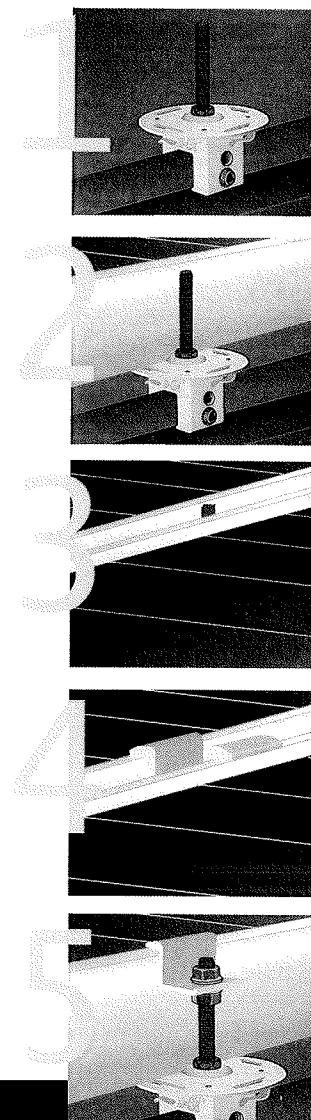
S-5-PV Kit

The concept of combining photovoltaic arrays with standing seam metal roofing is growing—and for good reasons. A standing seam metal roof has a life expectancy consistent with that of framed PV modules. A 30-year power source, on a 30-year roof, along with zero-penetration technology creates the most sustainable roof system available coupled with alternative power generation!



The challenge has been in how to attach the PV modules to the standing seam roof systems without jeopardizing roof material and weather-tightness warranties. The answer is the S-5-PV Kit and the S-5! Mini.

With a service life compatible with the expectancy of metal roofs and attached accessories, the S-5-PV Kit offers unmatched sustainability. Penetration-free attachment, lower installation costs, and cooler roofs, combined with rising energy costs and increased environmental concerns all spell a bright, sunny future for PV and standing seam metal roofs. S-5! makes it easy.



Attach almost anything to standing seam metal roofs without piercing the panel!

888-825-3432

www.S-5.com

S-5![®]

The Right Way!

S-5-PV Kit

Break an arm off and add a flange nut for edge condition.

The S-5-PV Kits are furnished with the hardware shown at right, excluding the attachment clamp, which is supplied separately. S-5-PV Kits are compatible with most common metal roofing materials. Providing flexibility, S-5! offers one kit to accommodate all PV frame thicknesses from 1.3" (33 mm) to 2.5" (64 mm).

The embossed mounting disk makes the module placement guide easier to use. Four strategically placed under-disk hooks assist in wire management. The PV grab ears that hold the solar panel in place are broader to allow for ease of installation and precise module engagement. The mounting disk is universally directional and absolutely no rails are required.

A flat aluminum mounting disk with the new grab and a stud is available for our VersaBracket™ PV Kit. S-5! also offers a flat stainless steel mounting disk for our stainless steel PV Kit for use on brass clamps and copper roofs.

Wind dynamics are complex, thus, each system should be reviewed by a qualified licensed professional who understands wind effects on metal roof design and construction prior to purchase and installation. For more detailed information including specifications, installation instructions and CAD drawings visit www.S-5.com or your S-5-PV Kit distributor.

Patents pending. Clamp sold separately.

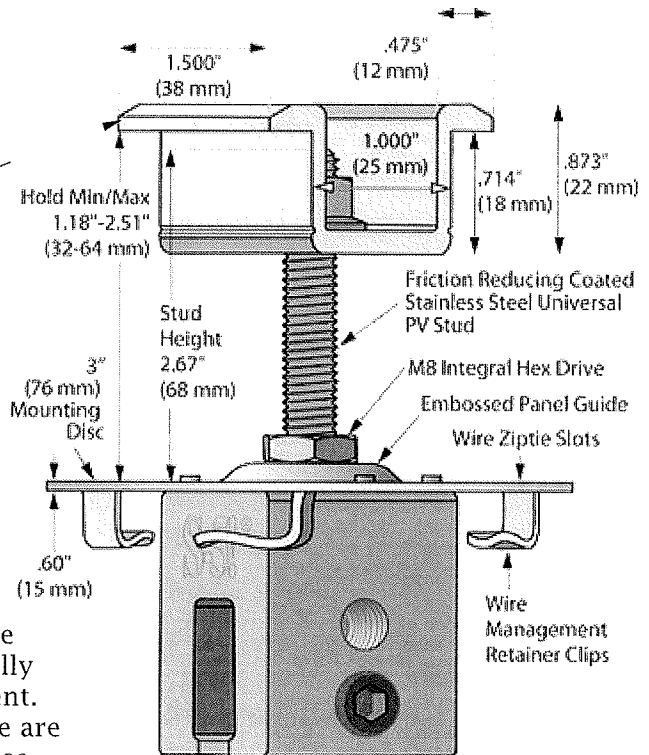
The S-5-PV Kit is a revolutionary new solution to attach solar PV panels to standing seam metal roofs!

S-5! Warning! Please use this product responsibly!

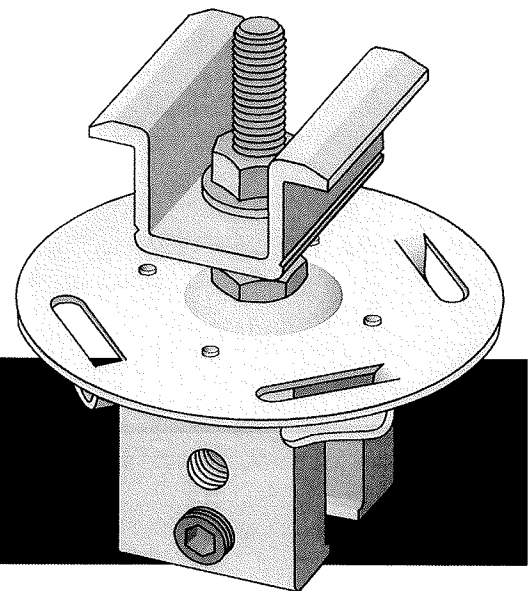
Products are protected by multiple U.S. and foreign patents. Visit the website at www.S-5.com for complete information on patents and trademarks. For maximum holding strength, setscrews should be tensioned and re-tensioned as the seam material compresses. Clamp setscrew tension should be verified using a calibrated torque wrench between 160 and 180 inch pounds when used on 22ga steel and between 130 and 150 inch pounds for all other metals and thinner gauges of steel. Consult the S-5! website at www.S-5.com for published data regarding holding strength.

Copyright 2010, Metal Roof Innovations, Ltd. S-5! products are patented by Metal Roof Innovations, Ltd.

version 062810



Due to varied applications, clamps are not furnished with PV Kit.



Distributed by



Metal Roof Innovations Ltd.
8655 Table Butte Road
Colorado Springs, CO 80908

June 30, 2010

To Whom It May Concern:

This letter is to certify that S-5! clamps and attachment and snow retention components are manufactured at our production facilities located in the states of Texas and Louisiana in the United States of America as required by section 1605 of the American Recovery and Reinvestment Act of 2009.

Thank you,

A handwritten signature in black ink, appearing to read "S. D. Hoehne", is positioned above the typed name.

Steven D. Hoehne
Vice President of Operations

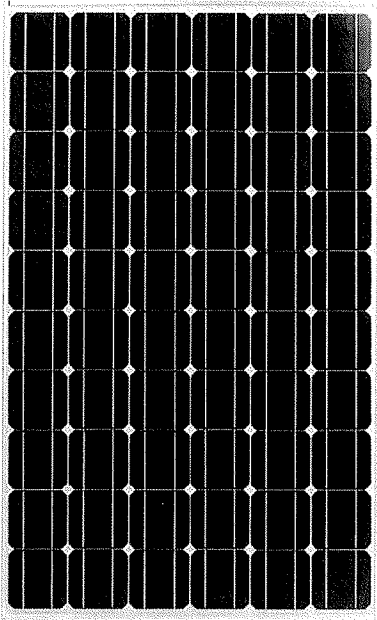
SHARP®

solar electricity

240 WATT

MULTI-PURPOSE MODULE

NEC 2008 Compliant



NU-U240F1

MULTI-PURPOSE 240 WATT MODULE FROM THE WORLD'S TRUSTED SOURCE FOR SOLAR.

Using breakthrough technology, made possible by nearly 50 years of proprietary research and development, Sharp's NU-U240F1 solar module incorporates an advanced cell surface texturing process to increase light absorption and improve efficiency. Common applications include commercial and residential grid-tied roof systems as well as ground mounted arrays. Designed to withstand rigorous operating conditions, this module offers high power output per square foot of solar array.

Sharp's most powerful commercial module manufactured today.

ENGINEERING EXCELLENCE

High module efficiency for an outstanding balance of size and weight to power and performance.

DURABLE

Tempered glass, EVA lamination and weatherproof backskin provide long-life and enhanced cell performance.

RELIABLE

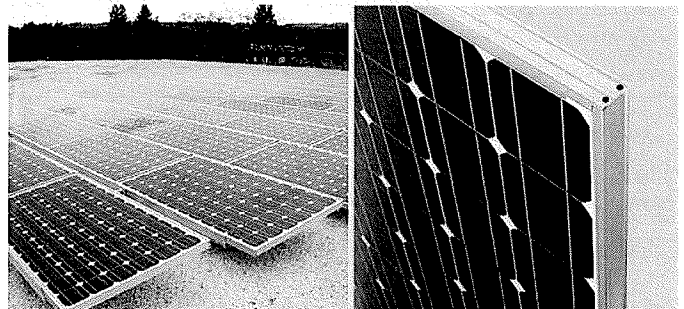
25-year limited warranty on power output.

HIGH PERFORMANCE

This module uses an advanced solar cell surface texturing process to increase light absorption and improve efficiency.

INNOVATIVE

156 mm pseudo-square monocrystalline solar cells provide high power output. Ideal for large commercial rooftops where space is a premium.



The NU-U240F1 offers industry-leading performance for a variety of applications.

Improved Frame Technology

SHARP: THE NAME TO TRUST

When you choose Sharp, you get more than well-engineered products. You also get Sharp's proven reliability, outstanding customer service and the assurance of our 25-year limited warranty on power output. A global leader in solar electricity, Sharp powers more homes and businesses than any other solar manufacturer worldwide.

BECOME POWERFUL

240 WATT

NU-U240F1

NEC 2008 Compliant

Module output cables: 12 AWG with locking connectors

ELECTRICAL CHARACTERISTICS

Maximum Power (Pmax)*	240 W
Tolerance of Pmax	+10%/-5%
Type of Cell	Monocrystalline silicon
Cell Configuration	60 in series
Open Circuit Voltage (Voc)	37.4 V
Maximum Power Voltage (Vpm)	30.1 V
Short Circuit Current (Isc)	8.65 A
Maximum Power Current (Ipm)	7.98 A
Module Efficiency (%)	14.7%
Maximum System (DC) Voltage	600 V
Series Fuse Rating	15 A
NOCT	47.5°C
Temperature Coefficient (Pmax)	-0.485%/°C
Temperature Coefficient (Voc)	-0.351%/°C
Temperature Coefficient (Isc)	0.053%/°C

*Measured at (STC) Standard Test Conditions: 25°C, 1 kW/m² insolation, AM 1.5

MECHANICAL CHARACTERISTICS

Dimensions (A x B x C below)	39.1" x 64.6" x 1.8"/994 x 1640 x 46 mm
Cable Length (I)	43.3"/1100 mm
Output Interconnect Cable**	12 AWG with MC4 Locking Connector
Weight	44.1 lbs / 20.0 kg
Max Load	50 psf (2400 Pascals)
Operating Temperature (cell)	-40 to 194°F / -40 to 90°C

** A safety lock clip (Multi Contact part number PV-SSH4) may be required in readily accessible locations per NEC 2008 690.53 (C)

QUALIFICATIONS

UL Listed	UL 1703
Fire Rating	Class C

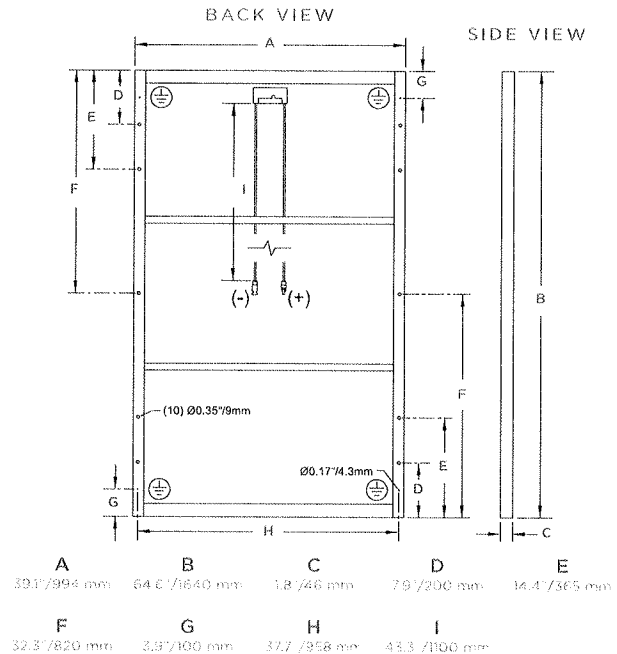


WARRANTY

25-year limited warranty on power output
Contact Sharp for complete warranty information

Design and specifications are subject to change without notice. Sharp is a registered trademark of Sharp Corporation. All other trademarks are property of their respective owners. Contact Sharp to obtain the latest product manuals before using any Sharp device. Cover photo: Solar Installation by SPG Solar.

DIMENSIONS



Contact Sharp for tolerance specifications

"BUY AMERICAN"

Sharp solar modules are manufactured in the United States and Japan, and qualify as "American" goods under the "Buy American" clause of the American Recovery and Reinvestment Act (ARRA).

SHARP®

SHARP ELECTRONICS CORPORATION
5901 Bolsa Avenue, Huntington Beach, CA 92647
1-800-SOLAR-06 • Email: sharpsolar@sharpsusa.com
www.sharpsusa.com/solar



Sharp Electronics Corporation
Solar Energy Solutions Group
5901 Bolsa Ave
Huntington Beach, CA 92647
Email: GovtInfo@Sharpusa.com
Web: www.sharpusa.com/solar

May 5, 2010

Manufacturer's Certification – Sharp Photovoltaic Modules

This certification applies to the following models of Sharp solar modules that have been manufactured in the United States, at Sharp Manufacturing Company of America (SMCA) located in Memphis, TN.

Models: NUU230F3, NUU235F3, NUU235F1, NUU240F1, NDU230C1, NDU224C1, ND224UC1, ND216UC1, NT175UC1, ND198UC1, ND176UC1, ND130UJF, ND123UJF, NE170UCI, NE165UC1

It is hereby certified that the above referenced modules:

1. Qualify as photovoltaic devices which use solar energy to generate electricity and qualify under the Internal Revenue Code: Section 25D, as "Qualified Solar Electric Property" and Section 48 "energy property" which may be eligible for an energy credit.
2. Are manufactured in an **IBEW** union operated factory.
3. Meet the provisions of the **Buy American Act**.
4. Meet the provisions of the **American Recovery and Reinvestment Act (ARRA)**.
5. Comply with **FAR sections 52.225-21 - 52.225-24 & 52.225-5** under the U.S. Trade Agreement Act.
6. Are manufactured in an ISO 9001:2000 certified factory (Quality Management System).
7. Are manufactured in an ISO 14001:2004 certified factory (Environmental Management System).
8. Meet or exceed the UL 1703 requirements and are listed with the Underwriters Laboratories.

Under penalty of perjury, I declare that I have examined this certification statement, and to the best of my knowledge and belief, the facts presented are true, correct and complete.

Sincerely,

A handwritten signature in black ink, appearing to read "APJ", written over a horizontal line.

Alexander Pellerito, Jr.
Associate General Counsel – Trade Relations



Sharp Electronics Corporation
Sharp Plaza
Mahwah, NJ 07495

March 26, 2009

Re: Opinion Letter: Country of Origin of Solar Panels

After analyzing the country of origin regulations of the Federal Trade Commission ("FTC"), current U.S. Customs rulings and case law, technical materials and specifications of the manufacturing operations of Solar Panels at Sharp Manufacturing Company of America located in Memphis, TN, I have determined that the country of origin of these Sharp Solar Panels is the United States.

Sincerely,

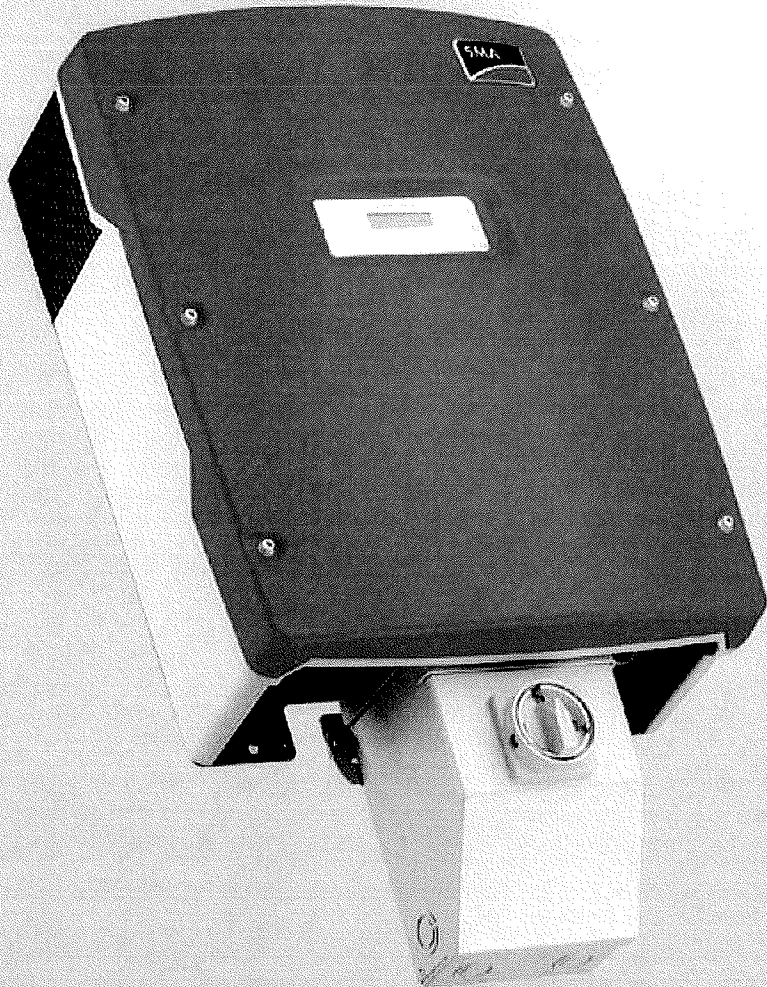
A handwritten signature in black ink, appearing to read "APJ", written over a horizontal line.

Alexander Pellerito, Jr.
Associate General Counsel – Trade Relations

SMA

SUNNY BOY 5000US / 6000US / 7000US

- > **UL 1741/IEEE-1547 compliant**
- > **10 year standard warranty**
- > **Highest CEC efficiency in its class**
- > **Integrated load-break rated DC disconnect switch**
- > **Integrated fused series string combiner**
- > **Sealed electronics enclosure & Opticool™**
- > **Comprehensive SMA communications and data collection options**
- > **Ideal for residential or commercial applications**
- > **Sunny Tower compatible**



SUNNY BOY 5000US / 6000US / 7000US

The best in their class

Our US series inverters utilize our latest technology and are designed specifically to meet IEEE-1547 requirements. Sunny Boy 6000US and Sunny Boy 7000US are also compatible with the Sunny Tower. Increased efficiency means better performance and shorter payback periods. All three models are field-configurable for positive ground systems making them more versatile than ever. With over 750,000 fielded units, Sunny Boy is the benchmark for PV inverter performance and reliability throughout the world.



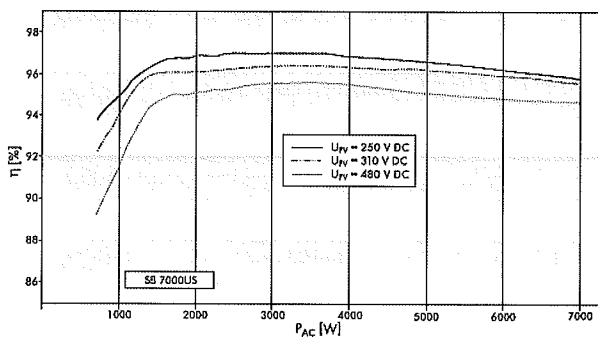
Technical Data

SUNNY BOY 5000US / 6000US / 7000US

	SB 5000US	SB 6000US	SB 7000US
Recommended Maximum PV Power (Module STC)	6250 W	7500 W	8750 W
DC Maximum Voltage	600 V	600 V	600 V
Peak Power Tracking Voltage	250-480 V	250-480 V	250-480 V
DC Maximum Input Current	21 A	25 A	30 A
DC Voltage Ripple	< 5%	< 5%	< 5%
Number of Fused String Inputs	3 (inverter), 4 x 20 A (DC disconnect)	3 (inverter), 4 x 20 A (DC disconnect)	3 (inverter), 4 x 20 A (DC disconnect)
PV Start Voltage	300 V	300 V	300 V
AC Nominal Power	5000 W	6000 W	7000 W
AC Maximum Output Power	5000 W	6000 W	7000 W
AC Maximum Output Current (@ 208, 240, 277 V)	24 A, 21 A, 18 A	29 A, 25 A, 22 A	34 A, 29 A, 25 A
AC Nominal Voltage Range	183 - 229 V @ 208 V 211 - 264 V @ 240 V 244 - 305 V @ 277 V	183 - 229 V @ 208 V 211 - 264 V @ 240 V 244 - 305 V @ 277 V	183 - 229 V @ 208 V 211 - 264 V @ 240 V 244 - 305 V @ 277 V
AC Frequency: nominal / range	60 Hz / 59.3 - 60.5 Hz	60 Hz / 59.3 - 60.5 Hz	60 Hz / 59.3 - 60.5 Hz
Power Factor (Nominal)	0.99	0.99	0.99
Peak Inverter Efficiency	96.8%	97.0%	97.1%
CEC Weighted Efficiency	95.5%	95.5% @ 208 V 95.5% @ 240 V 96.0% @ 277 V	95.5% @ 208 V 96.0% @ 240 V 96.0% @ 277 V
Dimensions: W x H x D in inches	18.4 x 24.1 x 9.5	18.4 x 24.1 x 9.5	18.4 x 24.1 x 9.5
Weight / Shipping Weight	141 lbs / 148 lbs	141 lbs / 148 lbs	141 lbs / 148 lbs
Ambient Temperature Range	-13 to 113 °F	-13 to 113 °F	-13 to 113 °F
Power Consumption: standby / nighttime	< 7 W / 0.1 W	< 7 W / 0.1 W	< 7 W / 0.1 W
Topology	Low frequency transformer, true sinewave OptiCool™, forced active cooling	Low frequency transformer, true sinewave OptiCool™, forced active cooling	Low frequency transformer, true sinewave OptiCool™, forced active cooling
Cooling Concept	●/●	●/●	●/●
Mounting Location: indoor / outdoor (NEMA 3R)	●/○/○/○	●/○/○/○	●/○/○/○
LCD Display	○/○	○/○	○/○
Lid Color: aluminum / red / blue / yellow	●	●	●
Communication: RS485 / wireless	●	●	●
Warranty: 10-year	●	●	●
Compliance: IEEE-929, IEEE-1547, UL 1741, UL 1998, FCC Part 15 A & B	●	●	●

● Included ○ Optional

Efficiency Curves



- View daily and archived performance data graphically on Sunny Portal** (with Sunny Portal interface image)
- Memory expansion and data transmission to a PC using a removable SD card** (with SD card image)
- Integrated web server for remote online access to all current data from any PC** (with computer image)
- Integrated FTP server for data storage and download to a PC** (with server rack image)
- Easily view data in analysis programs** (with software screenshot image)

www.SMA-America.com
 Phone 916 625 0870
 Toll Free 888 4 SMA USA

SMA America, Inc.



SMA America, LLC
4031 Alvis Court
Rocklin, CA 95677-4011
Tel.: +1 916 625 0870
Fax: +1 916 625 0871
E-Mail: info@SMA-America.com
Internet: www.SMA-America.com

Press Release

SMA America, LLC

SMA America Delivers ARRA Compliant Sunny Boy Solar Inverters Products from Denver Manufacturing Facility Now Meet "Buy American" Requirements

ROCKLIN, Calif., May 25, 2010—SMA America, the U.S.-based subsidiary of global solar technology leader SMA Solar Technology AG, has announced the availability of select Sunny Boy solar inverters for projects requiring compliance with the "Buy American" clause in the American Reconstruction and Reinvestment Act of 2009 (ARRA). The ARRA compliant solar inverters are available for immediate shipment.



Currently, all Sunny Boy models assembled in Denver, which include solar inverters ranging from 3,000 to 7,000 watts, are ARRA compliant.

A range of additional products will also be produced at SMA's Denver, Colo. site in the coming months and will meet the guidelines established under the Buy American clause.

During this transitional period, a portion of Sunny Boy solar inverters for the North American market will continue to be manufactured at SMA's award winning production site in Kassel, Germany. The domestically assembled, ARRA compliant solar inverters will be specially designated by a unique label. Installers and project developers requiring these specific inverters should contact their local distributors for ordering information.

"SMA is known for its innovative European design and manufacturing," said Jurgen Krehnke, president and general manager of SMA America. "With production in Denver, SMA has now paired German engineering with American assembly, setting an example for solar manufacturing in the U.S. while creating more than 700 domestic jobs."

(More)

SMA America Delivers ARRA Compliant Sunny Boy Solar Inverters Products from Denver Manufacturing Facility Now Meet "Buy American" Requirements

Additional SMA products, including Sunny Central inverters, which span commercial and utility power classes, and off-grid Sunny Island inverters will begin to be assembled at the new Denver facility within a few weeks.

"When we selected Denver as a manufacturing site, maintaining highest quality standards was of utmost importance to SMA and that kind of performance simply could not be found in low-cost locations worldwide," added Krehnke. "In the coming months, SMA will demonstrate that the world's leading PV inverters can be cost-competitively built in the U.S., thus helping to lead the way towards a strong 'New Green Economy' in North America."

The Sunny Boy is the world's most popular line of solar inverters and features class leading efficiency and reliability; its longevity is enhanced via SMA's patented OptiCool active temperature-management system and rugged cast-aluminum outdoor-rated enclosure. Sunny Boy inverters are certified to the UL 1741/IEEE1547 standard and include a 10 year factory warranty, with the ability to extend up to 20 years.

About SMA

The SMA Group generated sales of more than sales of 934 million Euro in 2009 and is the worldwide market leader for photovoltaic inverters, a key component of all solar power plants. It is headquartered in Niestetal, near Kassel, Germany, and is represented on four continents by 13 foreign subsidiaries. The Group employs a staff of over 4,000 (incl. temporary workers). SMA's product portfolio includes the most comprehensive range of inverters on the market, offering a compatible inverter for every type of photovoltaic module and for all plant sizes. The product range covers both inverters for photovoltaic plants connected to the grid as well as inverters for off-grid systems. Since 2008, the Group's parent company SMA Solar Technology AG has been listed on the Prime Standard of the Frankfurt Stock Exchange (S92) and also in the TecDAX index. In recent years, SMA has received numerous awards for its excellence as an employer.

Media Contact:

Brad Dore • Brad.Dore@SMA-America.com
SMA America, LLC • 916 625 0870

(More)

SMA America Delivers ARRA Compliant Sunny Boy Solar Inverters
Products from Denver Manufacturing Facility Now Meet "Buy American"
Requirements

Disclaimer:

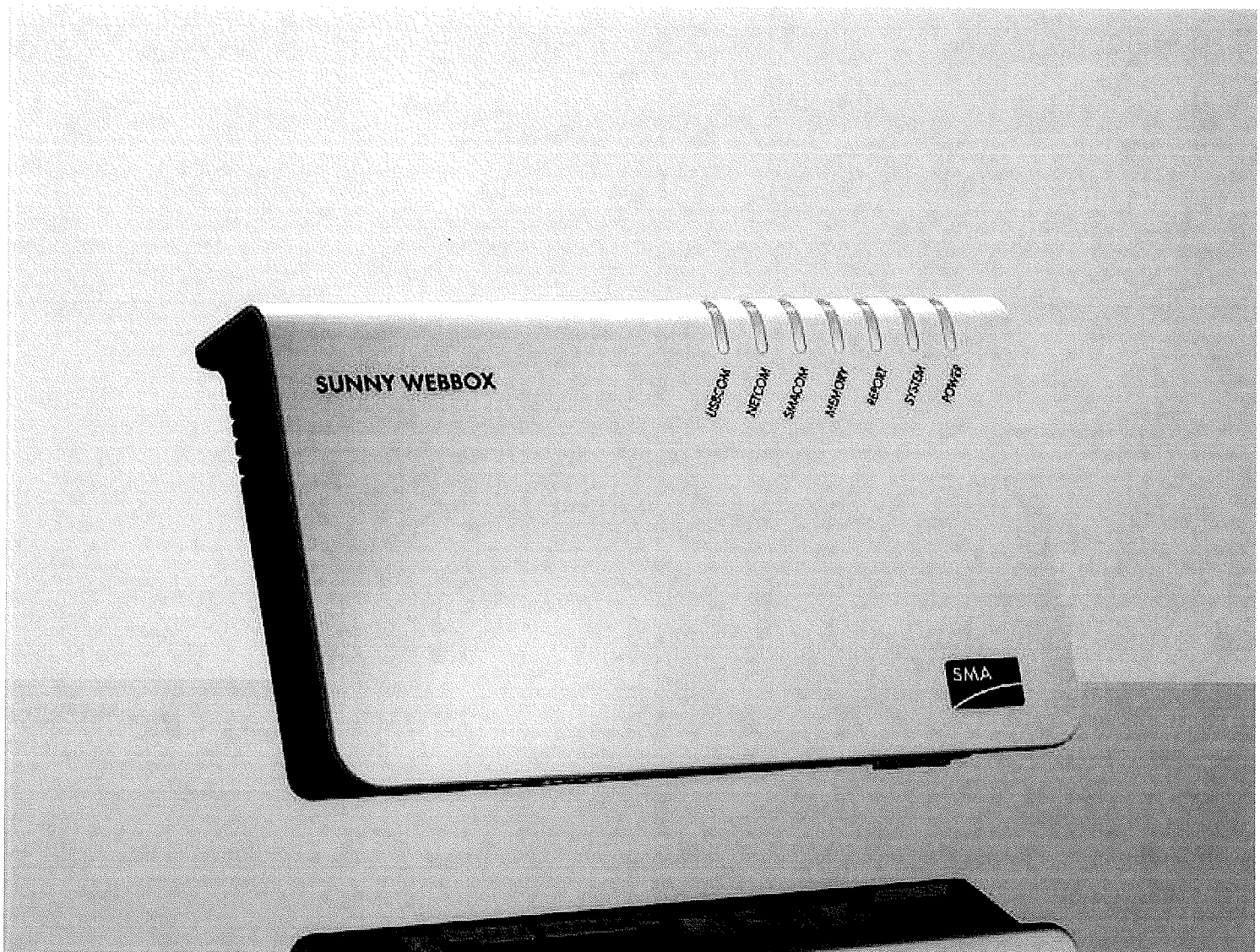
This press release serves only as information and does not constitute an offer or invitation to subscribe for, acquire, hold or sell any securities of SMA Solar Technology AG (the "Company") or any present or future subsidiary of the Company (together with the Company, the "SMA Group") nor should it form the basis of, or be relied upon in connection with, any contract to purchase or subscribe for any securities in the Company or any member of the SMA Group or commitment whatsoever. Securities may not be offered or sold in the United States of America absent registration or an exemption from registration under the U.S. Securities Act of 1933, as amended.

This press release can contain future-oriented statements. Future-oriented statements are statements which do not describe facts of the past. They also include statements about our assumptions and expectations. These statements are based on plans, estimations and forecasts which the executive board of SMA Solar Technology AG (SMA or company) has available at this time. Future-oriented statements are therefore only valid on the day on which they are made. Future-oriented statements by nature contain risks and elements of uncertainty. Various known and unknown risks, uncertainties and other factors can lead to considerable differences between the actual results, the financial position, the development or the performance of the corporation and the estimates given here. These factors include those which SMA has discussed in published reports. These reports are available on the SMA website at www.SMA.de. The company accepts no obligation whatsoever to update these future-oriented statements or to adjust them to future events or developments.

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SUNNY WEBBOX



- System access from any Web browser - anywhere in the world
- Recording of daily, monthly and annual energy yield via Sunny Portal

- Remote plant diagnosis
- Remote system configuration
- Automatic data transfer at chosen intervals

- Data storage and display via Ethernet
- Compatible with all SMA utility interactive inverters

- Low power consumption
- Automated communication with Sunny Portal

SUNNY WEBBOX

Web-enabled data logging and control

The Sunny WebBox is a powerful communications tool that allows the performance data of your solar power system to be logged and easily transmitted via modem or Ethernet to the internet or directly to your PC. It can also send the data to SMA's internet portal (Sunny Portal), which provides free long-term data storage and graphical display of your system's performance data. Collected information is stored in common file formats so that it can be used in various spreadsheets, graphs or your own web site. The Sunny WebBox is extremely versatile, making the storage, transmission, management and display of your system data easier than ever before.

Technical Data

Inverter Communication

Modem for Sunny Portal Interface (optional)

Ethernet Interface

SD Card Data Storage

Status Display

Power Supply

Plug-In Power Consumption

Operating Ambient Temperature

Operating Relative Air Humidity

Dimensions: W x H x D in inches

Weight

Installation Options

Sunny WebBox

RS485 (up to 50 inverters, max. 4000 ft. cable)

Ethernet (only Sunny Central Communication)

internal analog modem

10 / 100 MB, connection to LAN, Sunny Portal

up to 2 GB

integrated LEDs

115 - 230 V, 50 / 60 Hz

typ. 4 W / max. 12 W

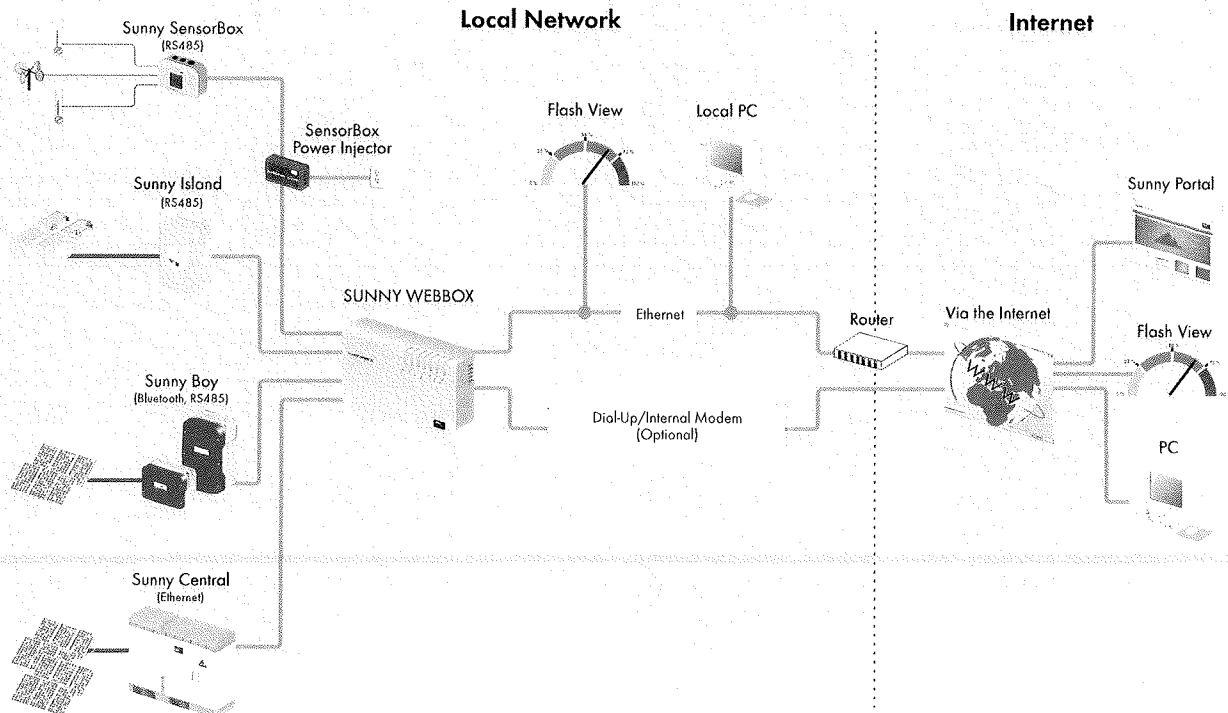
-4 to 131° F

5% to 95%

8.85 x 2.25 x 5.11

1.65 lbs

wall mounting, tabletop device



WEBBOX/US004.112 SMA and Sunny Central are registered trademarks of SMA Solar Technology AG. Text and figures comply with the scope of the original specification. Subject to technical changes. We accept no liability for typographical and other errors.

Tel. +1 916 625 0870
 Toll Free +1 888 4 SMA USA
www.SMA-America.com

SMA America, LLC

ADDENDUM TO PURCHASE AND INSTALLATION AGREEMENT

The following terms and conditions are incorporated into and form a part of the agreement to which they are attached (the "Agreement") for all purposes. "City" means The City of Pflugerville and "STANDARD" means Standard Renewable Energy L.P., a wholly owner subsidiary of Gridpoint Inc.

Project. STANDARD shall provide all services and materials as stated within the contract and as identified in the City of Pflugerville EECBG Recreation Center Solar Panel RFP submitted on July 23, 2010. STANDARD shall be responsible for all purchasing, installation, warranties and required State and Federal reporting and documentation for the solar project.

ARRA Requirements. In executing a contract with the City of Pflugerville, STANDARD acknowledges a portion of the funding is through the Energy Efficiency Conservation Block Grant (EECBG) program administered by the State Energy Conservation Office (SECO) through the American Recovery Reinvestment Act (ARRA). STANDARD understands and acknowledges the requirements associated with said funding including, but not limited to compliance with the "Buy American Act" for all products and compliance with the "Davis Bacon and associated Acts". STANDARD shall prove that all products associated with the project comply with the "Buy American Act" or have been categorically excluded by the Department of Energy. Provisions required under the Davis Bacon and associated Acts include compliance with the prevailing wage rates as determined by the Department of Labor (DOL); payment to all employees associated with the project on a weekly basis; submission of weekly certified payroll documentation from elevated project staff to the City each week; and posting of required documentation throughout the duration of the project. In addition, all records associated with the project shall be retained and accessible by the City for State and Federal reporting purposes for a minimum of five years.

STANDARD acknowledges that it has read and understands the requirements imposed on the City by the Texas State Comptroller's Office in connection with the grant from the SECO Stimulus and the American Recovery and Reinvestment Act which is attached herewith and referenced as "Texas Comptroller of Public Accounts Interoffice Memo" for all purposes as if written and copied herein. STANDARD agrees to abide by all the rules and regulations promulgated therein and shall notify the City in the event of non compliance with any of the terms imposed from the Comptroller's Office.

ONCOR Requirements. In executing a contract with the City of Pflugerville, STANDARD acknowledges a portion of the funding for the project is through the Oncor Solar PV Incentive Program, which is a rebate program. STANDARD shall perform all required tasks (including interconnection agreements and associated contract paperwork associated with the Oncor rebate program on behalf of the City and will take all necessary steps to ensure funding is secured prior to purchase and installation.

Representations and Warranties by STANDARD. If STANDARD is a corporation, partnership or a limited liability company, STANDARD warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the

individual executing the Agreement on behalf of STANDARD has been duly authorized to act for and bind STANDARD.

Franchise Tax Certification. A corporate or limited liability company STANDARD certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

Eligibility Certification. STANDARD certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

Payment of Debt or Delinquency to the State or Political Subdivision of the State. Pursuant to Chapter 38, *City of Pflugerville Code of Ordinances*, STANDARD agrees that any payments owing to STANDARD under the Agreement may be applied directly toward any debt or delinquency that STANDARD owes the City of Pflugerville, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Texas Family Code Child Support Certification. STANDARD certifies that no partner or officer of the partnership/corporation is delinquent in child support obligations and therefore STANDARD is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Governing Law. This Agreement shall be governed, construed, applied, and enforced in accordance with the laws of the State of Texas, and shall be performable with venue in Travis County, Texas.

Funding. If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

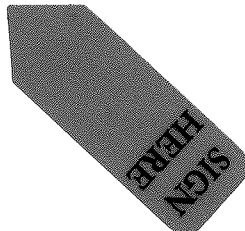
STANDARD:

City of Pflugerville:

By: Rob McPherson
Name: Rob McPherson
Title: Area Manager
Date: 10/14/10

By: _____
Name: _____
Title: _____
Date: _____

Attest: C. G. Dyball
Corporate Secretary



S U S A N C O M B S	TEXAS COMPTROLLER of PUBLIC ACCOUNTS INTEROFFICE MEMO
--------------------------------------	--



DATE: June 30, 2010

CMD# 10-4502MM
CFDA# 81.128
Fed Award # DE-EE0000893

TO: Martin A. Hubert, Deputy Comptroller

FROM: Rose-Michel Munguia *Rmm*
 Assistant General Counsel, Contracts
 Office: LBJ 201, Voice: 475-5609, E-mail: rose-michel.munguia@cpa.state.tx.us

CS0418

SUBJECT: Request for Approval and Signature of the Grant Award Funded by the ARRA Energy Efficiency and Conservation Block Grant

Attached for your approval and signature is one (1) scanned original of the Grant Agreement between the Comptroller and the City of Pflugerville (Subrecipient).


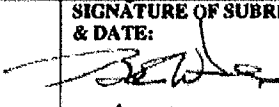
The Subrecipient has signed the Grant Agreement and applicable Exhibits. Upon your review and approval, please sign and date where indicated. If you have any questions, please contact me at your convenience. Thank you.

TYPE OF CONTRACT:	Grant Agreement
REQUESTING PROGRAM:	ARRA Stimulus Program
PROJECT MANAGER:	Lisa Elledge
MAXIMUM AMOUNT:	\$86,365.00
SUBRECIPIENTS:	City of Pflugerville, Texas P.O. Box 589 Pflugerville, Texas 78691
CONTRACT TERM:	6/13/2010 thru 6/30/2012
HOURS AND HOURLY RATES:	N/A
EXECUTIVE APPROVAL AND DATE:	Yes; all grants approved via the Grant Assistance Agreement; also via signature below
TEXAS REGISTER:	N/A
ESBD:	Yes; will post with a general notice referring to SECO ARRA website
COMPETITIVE OR PROPRIETARY:	Non-competitive Grant
LBB:	Yes; will post with a general notice referring to SECO ARRA website
FINDING OF FACT:	N/A
PURCHASE REQUISITION:	Please see attached e-mail from Shari Curtis
BUDGET APPROVAL/DATE:	Please see attached e-mail from Shari Curtis
COPY TO PURCHASING:	Will deliver upon final execution
HSP APPROVED BY HUB STAFF:	N/A
TAX RESEARCH; WARRANT HOLD:	N/A
TERRORIST DBASE CHECK (EPLS):	Yes; by Marlene Bonilla on 6/30/10
DUNS CHECK:	Yes; by Marlene Bonilla on 6/30/10
CCR CHECK:	Yes; by Marlene Bonilla on 6/30/10
CONTRACTS CHECKLIST:	N/A
CONTRACT MONITORING SCHED:	TBD; Met with CMO & CAO on 4/8/10
30 DAY MEETING:	To be scheduled at the discretion of David Bennett
DELIVERABLES ENTERED CMD:	TBD
NEPOTISM (SAO FORM-\$1 MIL+):	N/A
NEPOTISM (E-MAIL, under \$1 MIL):	N/A
CATRAD:	N/A

Approved: *MR [Signature]*

Disapproved: _____

Let's Discuss: _____

COMPTROLLER OF PUBLIC ACCOUNTS (CPA) SECO Stimulus American Recovery and Reinvestment Act Grants		Grant Award Notice To City of Pflugerville For American Recovery and Reinvestment Act (ARRA)	
1. SUBRECIPIENT NAME AND ADDRESS: City of Pflugerville PO Box 589 Pflugerville, TX 78691		4. SUB-AWARD NUMBER: 4502MM 5. PERFORMANCE/BUDGET PERIOD FOR GRANTS: June 13, 2010 – June 30, 2012	
2. FEDERAL GRANT TITLE: Energy Efficiency and Conservation Block Grant		6. DATE OF FEDERAL AWARD TO CPA: September 14, 2009	
3A. FEDERAL GRANT AWARD NUMBER: DE-EE0000893		7. AMOUNT OF SUBAWARD: \$86365	
3B. FEDERAL GRANTING AGENCY: Department of Energy		8. SUBAWARD DATE: June 13, 2010	9. ACTION: Initial Award
10. SPECIAL CONDITIONS See attached Statement of Work (SOW)			
11. STATUTORY AUTHORITY FOR GRANT This project is supported under Public Law 111-5 the American Recovery and Reinvestment Act of 2009			
12. REPORTING REQUIREMENT: See Attachment K – ARRA Reporting Requirements at www.secostimulus.org/blockgrant			
13. METHOD OF PAYMENT Cost reimbursement.			
14. DEBARMENT /SUSPENSION CERTIFICATION: By signing in block 17 below, the Subrecipient official certifies that any contractors utilized are not listed on the excluded parties listed system at http://www.cpls.gov			
15. NON-SUPPLANTING CERTIFICATION: By signing in block 17 below, the Subrecipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.			
16. APPROVING CPA OFFICIAL Martin A. Hubert, Deputy Comptroller Texas Comptroller of Public Accounts		SIGNATURE & DATE  7/1/10	
I have read and understand the attached Terms and Conditions.			
17. TYPED NAME AND TITLE OF AUTHORIZED SUBRECIPIENT OFFICIAL Brandon Wade, City Manager		SIGNATURE OF SUBRECIPIENT OFFICIAL & DATE:  6/16/2010	
18. AWARD BREAKDOWN CFDA 81.128			

2010 TERMS AND CONDITIONS

American Recovery and Reinvestment Act (ARRA)

Parties to ARRA-recipient Agreement

This ARRA-recipient Agreement (ARRA-recipient Agreement or Agreement) is made and entered into by and between the Texas Comptroller of Public Accounts, an agency of the State of Texas, hereinafter referred to as "CPA," and the funds recipient, hereinafter referred to as the ARRA-recipient. Furthermore, CPA and the ARRA-recipient are collectively hereinafter referred to as the "Parties." By this ARRA-recipient Agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this ARRA-recipient Agreement. The ARRA-recipient Agreement is only an offer until the ARRA-recipient returns the signed copy of the 2010 ARRA-recipient Agreement in accordance with the date provided in the transmittal letter and in the Agreement.

ARRA-recipient Purpose and Overview

A. **Purpose and Overview.** The American Recovery and Reinvestment Act of 2009 (ARRA), Public Law 111-5, was created to provide grants funds to stimulate economic recovery, investment and creation of new jobs and opportunities for all Americans including Texans. The Comptroller's Stimulus Program applied for and the Comptroller has been awarded ARRA funds to support the Comptroller's Energy Efficiency and Conservation Block Grant (EECBG) Program which includes the following eligible activities: building energy audits and retrofits, installation of distributed energy technologies, installation of energy efficient traffic signals and street lighting, and installation of renewable energy technologies on government buildings.

The purpose of this Agreement is to provide block grants made available through the U.S. Department of Energy (DOE) pursuant to Title V, Subtitle E of the Energy Independence and Security Act of 2007 (EISA) (42 U.S.C. 17151 *et seq*) and ARRA to Texas municipalities and counties that are not eligible to receive a direct allocation under EISA and ARRA from DOE to participate in the EECBG program.

B. **Standard of Performance.** The ARRA-recipient shall perform all activities and projects outlined in the ARRA-recipient's Statement of Work (SOW) that is attached to the contract as Exhibit G. The ARRA-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this ARRA-recipient Agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B";
3. Certification Regarding Lobbying for ARRA-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C";
4. DOE Terms and Conditions, hereinafter referred to as "Exhibit D";
5. The ARRA-Recipient's Affidavit, hereinafter referred to as "Exhibit E"; and
6. The ARRA-Recipient's Contractor's Affidavit, hereinafter referred to as "Exhibit F".

C. **Failure to Perform.** In the event the ARRA-recipient fails to implement the project(s) outlined in its application to CPA or comply with any of this ARRA-recipient Agreement's provisions, in addition to the remedies specified in this ARRA-recipient Agreement, the ARRA-recipient is liable to CPA for an amount not to exceed the award amount of this ARRA-recipient Agreement and may be barred from applying for or receiving additional ARRA program funds or any other federal program funds administered by CPA until repayment to CPA is made and any other compliance or audit finding is satisfactorily resolved.

CPA Obligations

A. **Measure of Liability.** CPA shall be liable for actual and reasonable costs incurred by the ARRA-recipient during the ARRA-recipient Agreement period for performances rendered under this ARRA-recipient Agreement by the ARRA-recipient, subject to the limitations set forth in this Section. CPA shall not be liable to the ARRA-recipient for any costs incurred by the ARRA-recipient that are not allowable costs.

B. **ARRA-recipient Agreement Funds Defined and Limit of Liability.** The term "ARRA-recipient Agreement funds" as used in this ARRA-recipient Agreement means funds provided by CPA under the ARRA programs. The term "ARRA-recipient's funds" or leverage funds as used in this ARRA-recipient Agreement means funds provided by the ARRA-recipient.

Notwithstanding any other provision of this ARRA-recipient Agreement, the total of all payments and other obligations incurred by CPA under this ARRA-recipient Agreement shall not exceed the Total Award Amount listed on the cover page of the ARRA-recipient Agreement.

C. **Excess Payments.** The ARRA-recipient shall refund to CPA any sum of ARRA-recipient Agreement funds that CPA determines has resulted in overpayment to the ARRA-recipient as a result of a CPA determination that the funds have not been spent by the ARRA-recipient in accordance with this ARRA-recipient Agreement. No refund payment(s) may be made from federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The ARRA-recipient shall make such refund to CPA within thirty (30) days after CPA requests such refund.

Suspension

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the ARRA-recipient fails to comply with any of this ARRA-recipient Agreement's terms, CPA may, upon written notification to the ARRA-recipient, suspend this ARRA-recipient Agreement in whole or in part, withhold payments to the ARRA-recipient and prohibit the ARRA-recipient from incurring additional obligations of ARRA-recipient Agreement funds.

Termination

A. **CPA's Right to Terminate.** CPA shall have the right to terminate this ARRA-recipient Agreement, in whole or in part, at any time before the end of the Performance Period, whenever CPA determines that the ARRA-recipient has failed to comply with any of this ARRA-recipient Agreement's terms. CPA shall notify the ARRA-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the ARRA-recipient Agreement to be terminated.

CPA may also terminate this ARRA-recipient Agreement upon termination of ARRA funding from the federal government. If this Agreement is terminated for any reason, Comptroller and the State of Texas shall not be liable for any damages, claims, losses, expenses, cost or any other amounts of any kind whatsoever arising from or related to any such termination.

B. **Parties' Right to Terminate.** In addition to CPA's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this ARRA-recipient Agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this ARRA-recipient Agreement would not produce beneficial results commensurate with the further expenditure of ARRA-recipient Agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the ARRA-recipient Agreement to be terminated.

Conflict of Interest

A. **Financial Interest Prohibited.** ARRA-recipient shall ensure (except for eligible administrative or personnel costs) that no person who (i) is an employee, agent, consultant, officer, or elected official or appointed official of the ARRA-recipient or of a subcontractor of ARRA-recipient, and (ii) who exercises or has exercised any functions or responsibilities with respect to the activities assisted under this ARRA-recipient Agreement or is in a position to participate in a decision making process or gain inside information with regard to such activities, may have an interest in or benefit from the activity or have any interest in the ARRA-recipient Agreement or a subcontract for the ARRA-recipient Agreement, during the persons tenure with ARRA-recipient or a subcontractor of ARRA-recipient and for at least one year thereafter. ARRA-recipient shall apply the requirements of this subsection to employees, agents, consultants, officers, and elected and appointed official of the ARRA-recipient and any subcontractors of ARRA-recipient as well as any member of such persons immediate families, their partners, and any organization that employs, or is about to employ any of the above. ARRA-recipient shall comply with Chapter 171, Texas Local Government Code.

B. **Inclusion in Subcontracts.** The ARRA-recipient shall include the substance of this Section in all subcontracts.

Monitoring

CPA reserves the right to perform periodic on-site monitoring of the ARRA-recipient's compliance with this ARRA-recipient Agreement's terms and conditions and of the adequacy and timeliness of the ARRA-recipient's performance pursuant to this ARRA-recipient Agreement and 10 C.F.R. 600.341. CPA will monitor ARRA-recipients to assure compliance with applicable Federal requirements and that performance goals are being achieved for each program, function or activity. After each monitoring visit, CPA shall provide the ARRA-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the ARRA-recipient's performance under this ARRA-recipient Agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the ARRA-recipient. Failure by the ARRA-recipient to take action specified in the monitoring report

may be cause for this ARRA-recipient Agreement's suspension or termination pursuant to the Sections on Suspension and/or Termination set forth on page 2 of this ARRA-recipient Agreement.

Audit

A. CPA may require, at ARRA-recipient's sole cost and expense, independent audits by a qualified certified public accounting firm of ARRA-recipient's books and records or the State's property. The independent auditor shall provide CPA with a copy of such audit at the same time it is provided to ARRA-recipient.

B. CPA's Right to Audit. Notwithstanding Subsection A. of this Section, CPA reserves the right to conduct a financial and compliance audit of ARRA-recipient Agreement funds received and performances rendered under this ARRA-recipient Agreement. The ARRA-recipient agrees to permit CPA or its authorized representative, designee, or agent to audit the ARRA-recipient's records, to facilitate performance of the audit, and to obtain any documents, materials or information necessary to facilitate such audit.

C. ARRA-recipient's Liability for Disallowed Costs. The ARRA-recipient understands and agrees that it shall be liable to CPA for any costs disallowed pursuant to financial and compliance audit(s) of ARRA-recipient Agreement funds. The ARRA-recipient further understands and agrees that reimbursement to CPA of such disallowed costs shall be paid by the ARRA-recipient from funds that were not provided or otherwise made available to the ARRA-recipient pursuant to this ARRA-recipient Agreement or any other federal contract.

D. State Auditor's Office. The ARRA-recipient understands that acceptance of ARRA-recipient Agreement funds acts as acceptance of the authority of the State Auditor's Office or any successor agency to conduct an audit or investigation in connection with these funds. The ARRA-recipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The ARRA-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the ARRA-recipient and the requirement to cooperate is included in any subcontract it awards.

Reimbursement

A. ARRA-recipient agrees to make no request for reimbursement prior to return of this Agreement signed by the authorized ARRA-recipient representative. ARRA-recipient also agrees to make no request for reimbursement for goods or services procured by ARRA-recipient prior to the performance period start date of this Agreement or after the performance period end date of this Agreement; except that CPA may reimburse expenditures made prior to the return of this Agreement signed by the authorized ARRA-recipient representative if:

- The expense is directly related to the EECBG "approved" project
- The expense was not incurred prior to the signing of the Notification of Intent to participate in the EECBG program
- The expense meets all ARRA provisions, state and federal laws and regulations, and SECO Stimulus programs rules
- The expense is properly documented; and
- The Agreement is executed

B. Request for Reimbursement. The ARRA-recipient shall submit to CPA, as often as needed, a properly completed VISS Form fully supported by receipts and such other documentation. CPA retains the authority to approve or deny the amount requested and shall not make disbursement of any such payment until CPA has reviewed and approved such a request.

C. Payment Contingent. Notwithstanding the provisions of Subsection A of this Section, payments under this ARRA-recipient Agreement are contingent upon the ARRA-recipient's performance of its contractual obligations.

Reporting Requirements

ARRA recipients shall comply with all Reporting Requirements of CPA for ARRA EECBG grant agreements as published on CPA's website: <http://www.secostimulus.org/blockgrant>. This compliance includes the reporting requirements as originally published and as modified throughout the Performance Period included on the Cover Page of this Agreement, and otherwise as required for ARRA recipient's compliance with this Agreement.

Closing the Grant

A. The ARRA-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the ARRA-recipient Agreement.

B. CPA will close an award after receiving ARRA-recipient's final expenditure report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the ARRA-recipient is owed additional funds, CPA will send the final payment automatically to the ARRA-recipient.

Restrictions, Disclaimers and Notice

A. Notwithstanding any other Agreement provisions, the parties hereto understand and agree that CPA's obligations under this Agreement are contingent upon the receipt of adequate funds to meet CPA's liabilities hereunder. CPA shall not be liable to the ARRA-recipient for costs under this Agreement which exceed the amount specified in the Notice of ARRA-recipient Award.

B. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day. Notice shall be sent to:

For CPA

Assigned Grants Contract Manager

For ARRA-recipient:

Brandon Wade
City Manager

Retention and Accessibility of Records

A. Retention of Records. The ARRA-recipient shall maintain fiscal records and supporting documentation for all expenditures of ARRA-recipient Agreement funds. The ARRA-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of CPA's Agreement with DOE including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A.

B. Access to Records. The ARRA-recipient shall give the United States Department of Energy, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, CPA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the ARRA-recipient pertaining to this ARRA-recipient Agreement including records concerning the past use of federal funds. Such rights to access shall continue as long as the records are retained by the ARRA-recipient. The ARRA-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code.

C. Inclusion in Subcontracts. The ARRA-recipient shall include the substance of this Section, Retention and Accessibility of Records, in all subcontracts.

Subcontracts

A. ARRA-recipient Liability. In no event shall any provision of this Section be construed as relieving the ARRA-recipient of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of

this ARRA-recipient Agreement's terms as if such performances rendered were rendered by the ARRA-recipient. CPA's approval under this Section does not constitute adoption, ratification or acceptance of the ARRA-recipient's or a subcontractor's performance. ARRA-recipient shall require all subcontractors to comply with the same reporting requirements as ARRA-recipient outlined in the Section of this Agreement entitled "Other Requirements", paragraph B. ARRA-recipient will also be responsible to ensure that all Vendors comply with the same reporting requirements.

B. **Applicable Law.** The ARRA-recipient shall comply with 10 C.F.R. Part 600 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this ARRA-recipient Agreement.

Legal Authority

A. **Signatory Authority.** The ARRA-recipient assures and guarantees that the ARRA-recipient possesses the legal authority to enter into this ARRA-recipient Agreement, to receive ARRA-recipient Agreement funds and to perform the services the ARRA-recipient has obligated itself to perform pursuant to this ARRA-recipient Agreement.

B. **Authorized Representative.** The person or persons signing and executing this ARRA-recipient Agreement on the ARRA-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the ARRA-recipient to execute this ARRA-recipient Agreement on the ARRA-recipient's behalf and to validly and legally bind the ARRA-recipient to all contractual terms, performances and provisions. If requested, ARRA-recipient will provide CPA with documents granting authority to the designated representative authorizing them to execute documents for this purpose.

Notice of Litigation and Claims

The ARRA-recipient shall give CPA immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the ARRA-recipient arising out of the performance of any subcontract under this ARRA-recipient Agreement; and
2. any claim against the ARRA-recipient, the cost and expense of which the ARRA-recipient may be entitled to be reimbursed by ARRA grant programs.

Except as otherwise directed by CPA, the ARRA-recipient shall furnish immediately to CPA copies of all documentation received by the ARRA-recipient with respect to such action or claim.

Indemnification

To the extent permitted by law, the ARRA-recipient agrees to hold CPA harmless and to indemnify CPA from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the ARRA-recipient or its subcontractors, if any, pursuant to this ARRA-recipient Agreement.

Changes and Amendments

A. **Written Amendment.** Except as specifically provided otherwise in this ARRA-recipient Agreement, any alterations, additions or deletions to this ARRA-recipient Agreement's terms shall be made through written amendments generated by CPA and executed by the Parties.

B. **Authority to Amend.** This ARRA-recipient's deliverables shall be rendered in accordance with ARRA, Exhibit A, the assurances and certifications made to CPA by the ARRA-recipient and the assurances and certifications made to CPA by the State of Texas with regard to the operation of the ARRA grant programs. Policies and reporting requirements may further be amended by CPA, during the period of this ARRA-recipient Agreement's performance as the federal government issues policy directives that serve to establish, interpret or clarify this ARRA-recipient Agreement's performance requirements. Such policy directives shall be promulgated by CPA in the form of Information Bulletins and shall have the effect of qualifying this ARRA-recipient Agreement's terms and shall be binding upon the ARRA-recipient as if written in the ARRA-recipient Agreement.

C. **Effect of Changes in Federal and State Laws.** Any alterations, additions, or deletions to this ARRA-recipient Agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this ARRA-recipient Agreement without written amendment to this ARRA-recipient Agreement and shall become effective on the date designated by such law or regulation. The Recovery Accountability and Transparency Board periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. Information regarding releases and information regarding ARRA funds can be accessed at <http://www.recovery.gov/> and are incorporated by reference into this ARRA-recipient Agreement as if set forth herein.

D. The ARRA-recipient shall notify CPA within ten (10) working days of the occurrence of any change in the ARRA-recipient's key personnel assigned to the grant project, significant changes affecting the ARRA-recipient's identity (such as name, governing structure or organization ownership or control, name change, governing board membership), any voluntary or involuntary actions in bankruptcy, or any criminal or civil allegations or actions by or against the ARRA-recipient.

Headings

Headings and captions of this ARRA-recipient Agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this ARRA-recipient Agreement's terms or be used to interpret or assist in the construction of this ARRA-recipient Agreement.

Program ARRA-recipients

Except as specifically authorized by CPA in writing, the ARRA-recipients, in selecting their Sub-grantees ("Program Subrecipients") hereunder, shall utilize procurement procedures referenced in ARRA Provisions located at www.secostimulus.org/blockgrant (as applicable). The ARRA-recipient, in sub-granting any of the performances hereunder, expressly understands that in entering into such sub-grants, CPA is in no way liable to the Program Subrecipients.

The ARRA-recipient shall ensure that the performances rendered under all sub-grants by their Program Subrecipients are rendered so as to comply with all the terms and provisions of this ARRA-recipient Agreement as if the performances rendered were rendered by the ARRA-recipient. Should the ARRA-recipient enter into a subsequent sub-grant, the ARRA-recipient shall:

1. Remain liable for the performance of the terms, conditions, and exhibits of this ARRA-recipient Agreement.
2. Provide to CPA, within thirty (30) days of contract execution, all Program Subrecipient's names, addresses, telephone numbers, contact persons, contract amounts, and program description of each sub-grant to this ARRA-recipient Agreement.
3. Require that Program Subrecipients make all documents, papers, and records relevant to the work performed available to CPA and/or Federal Granting Agency or their duly authorized representative for examination, copying, or mechanical reproduction.
4. Require each of its Program Subrecipients to be subject to the examination and audit of its duly authorized agents and shall mandate that all Program Subrecipients retain all financial records, supporting documents, statistical records, evaluation data, program performance data, member information and personnel records for a period of five (5) years after:
 - a. The submission of the Program Subrecipient's final expenditure report for the program; and
5. The resolution of any litigation, claim, negotiation, audit or other action involving those records, if such resolution is after the submission of the Program Subrecipient's final expenditure report for the program. Notify CPA in writing within thirty (30) days if any Program Subrecipient under this award is suspended or terminated. Additionally, in such notice, the ARRA-recipients shall identify how the suspension or termination will impact the Subrecipient's budget and scope of work.
6. Provide written notice to each Program Subrecipient within seven (7) days from the date the ARRA-recipient Agreement is terminated or the date CPA suspends this ARRA-recipient Agreement.
7. Request of each program Subrecipient, the certifications required in Exhibit B: Assurances and Certifications.

Buy Texas

ARRA-recipient should make every effort to buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products and materials.

Technical Assistance

CPA will provide technical assistance to the ARRA-recipient with correcting the deficiencies noted during monitoring, evaluations and the reimbursement process. CPA may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them.

Fraud

If the administrative head of a department or entity that is subject to audit by the Texas State Auditor, has reasonable cause to believe that ARRA funds received by the ARRA-recipient or by a client or contractor of the ARRA-recipient may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the ARRA-recipient, the administrative head shall report the reason and basis for the belief to the Texas State Auditor. The Texas State Auditor may investigate the report or may monitor any investigation conducted by the ARRA-recipient.

A form to report fraud, waste or abuse is available on the Fraud Reporting Page: <http://sao.fraud.state.tx.us/>. Reports of fraud, waste or abuse may also be mailed to: State Auditor's Office, Attn: SIU, P. O. Box 12067, Austin, TX 78711-2067. Persons who report fraud may choose to remain anonymous.

Oral and Written Agreements

A. **Prior Agreements.** All oral and written agreements between the Parties relating to this ARRA-recipient Agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this ARRA-recipient Agreement.

B. **Exhibits.** The exhibits enumerated and denominated in the Agreement are hereby made a part of this ARRA-recipient Agreement and constitute promised performances by the ARRA-recipient in accordance with the ARRA-recipient Agreement and the Exhibits.

C. **Deputy Comptroller's Signature.** This ARRA-recipient Agreement is not effective unless signed by the Deputy Comptroller of CPA.

Compliance with Law/Order of Precedence

Any inconsistency in the ARRA-recipient Agreement shall be resolved by giving precedence in the following order (a) Applicable Federal Statutes, (b) Code of Federal Regulations, (c) State of Texas Statutes, (d) State of Texas Administrative Code, (e) Notice of Funding Opportunity, (f) the approved ARRA SOW including all assurances, certifications, exhibits, and pre-award negotiations and (g) CPA ARRA Guidelines. In the event of a conflict between such laws and regulations and the terms and conditions of this ARRA-recipient Agreement, precedence shall be given to the laws and regulations.

Waiver

Any right or remedy provided for in this ARRA-recipient Agreement provision shall not preclude the exercise of any other right or remedy under this ARRA-recipient Agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

Venue

For purposes of litigation pursuant to this ARRA-recipient Agreement, venue shall lie only in Travis County, Texas.

Disputes

The parties shall use the dispute resolution process provided for in Chapter 2260, Texas Government Code, to resolve any disputes under this ARRA-recipient Agreement.

Solid Waste Disposal Act

Prior to the expenditure of Federal funds to store, process, or dispose of hazardous materials ARRA-recipient shall comply with the Solid Waste Disposal Act, Texas Health & Safety Code, Chapter 361, and Title 30, Texas Administrative Code Chapter 335 "Industrial Solid Waste and Municipal Hazardous Waste" administered by the Texas Commission on Environmental Quality. Sanitary or hazardous waste is defined in 40 CFR Part 260 and 30 TAC Chapter 335 to include, but not be limited to, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos. ARRA-recipient shall obtain any required permit and retain all compliance documentation related to the project.

Assignment

ARRA-recipient shall not transfer or assign any rights or duties under or any interest in this Agreement. ARRA-recipient shall not delegate its responsibilities or duties under the terms of this Agreement.

**EXHIBIT A
APPLICABLE LAWS AND REGULATIONS**

The ARRA-recipient shall comply with the American Recovery and Reinvestment Act and regulations specified in 10 C.F.R. Part 600, Financial Assistance Rules; OMB Circular A-87, A-102, A-133; and Ex. Order 12372 (intergovernmental review of federal programs). ARRA-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this ARRA-recipient Agreement's activities and performances rendered by the ARRA-recipient including but not limited to the laws and the regulations promulgated hereunder and specified in the Texas Uniform Grants Management Standards (UGMS) and Paragraph A through P of this Exhibit.

A. CIVIL RIGHTS - Title VI of the Civil Rights Act of 1964, as amended. (42 U.S.C. § 2000d et seq.); <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41142+2957+3++%28civil%20r>

B. HANDICAP AND ARCHITECTURAL BARRIERS - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29132+363+0++%28Handicap%29> ;

The ARRA-recipient shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code. <http://www.statutes.legis.state.tx.us/Docs/GV/pdl/GV.469.pdf>

C. ENVIRONMENTAL LAW AND AUTHORITIES - The ARRA-recipient shall assume the environmental responsibilities for projects and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 1500 through 1508. http://www.access.gpo.gov/nara/cfr/waisidx_07/40cfr1501_07.html; (44 C.F.R. 10.1)

D. LABOR STANDARDS - The Davis-Bacon Act, as amended (40 U.S.C. § 3142) <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37140+1723+1++%28%29%20%20A> ;

The Contract Work Hours & Safety Standards Act (40 U.S.C. § 3702) <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37140+1765+1++%28%29%20%20A> ;

The Copeland "Anti-Kickback" Act (18 U.S.C. § 874) <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17120+514+0++%28%29%20%20AND%20%28%2818%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%28874%29%29%3ACITE%20%20%20%20%20%20%20%20%20%20%20>

E. FREEDOM OF INFORMATION ACT - (5 U.S.C. 552); <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05108+26+0++%28information%29>

F. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 - If the ARRA-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance) - (42 U.S.C. 4601); <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41142+4598+1++%28%29%20%20AND%20%28%2842%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%284601%29%29%3ACITE%20%20%20%20%20%20%20%20%20%20%20>

G. FAITH-BASED ACTIVITIES - Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed. Reg. 77141) <http://edocket.access.gpo.gov/2002/pdf/02-31831.pdf>

H. AUDITS/MONITORING - The ARRA-recipient shall arrange for the performance of an annual financial and compliance audit of ARRA-recipient Agreement funds received and performances rendered under this ARRA-recipient Agreement. ARRA-recipients will also be monitored for compliance with this ARRA-recipient Agreement's terms.

I. GRANT ADMINISTRATION - The ARRA-recipient will also comply with Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements, [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=T&app=93&dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&tl=1&pt=1&ch=5&rl=141](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=T&app=93&dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&tl=1&pt=1&ch=5&rl=141)

J. PROPERTY ADMINISTRATION - TAC Title 1, Part 5, Chapter 116, [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=3&tl=1&pt=5](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&tl=1&pt=5)

K. PUBLICATIONS –

ARRA-recipient acknowledges that the United States Department of Energy reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a ARRA-recipient or Subrecipient purchases ownership with Federal support. The ARRA-recipient agrees to consult with the U.S. Department of Energy regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

ARRA-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the United States Department of Energy through the CPA using, at least in part, ARRA funds. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Energy or the CPA."

L. DRUG-FREE WORKPLACE -- 10 C.F.R. Part 607

ARRA-recipients shall comply with the Drug-Free workplace Act of 1988 as applicable, located at <http://law.lustia.com/us/cfr/title10/10-4.0.1.3.15.html>

M. BUY AMERICAN ACT – 41. U.S.C. 10a-10d

ARRA-recipient shall comply with the Buy American Act as applicable located at: http://www.acquisition.gov/FAR/current/html/subpart%2025_6.html

N. WHISTLEBLOWER PROTECTION ACT OF 1989 – 5 U.S.C. Section 2302

ARRA-recipients shall comply with the Whistleblower Protection Act of 1989 located at:

<http://uscode.house.gov/uscode/cgi/fastweb.exe?getdoc+uscview+i05i08+179+0++%28%29%20%20AND%20%28%285%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%282302%29%29%3ACITE%20%20%20%20%20%20%20%20%20%20>

O. STATE CONSTRUCTION GUIDELINES - If the planned expenditure of ARRA funds involves modernization, renovation, or repair of existing facilities, final approval must be received from the appropriate agency as specified below and all documentation concerning the approval must be forwarded with the initial application for ARRA funds.

All applications must be submitted in accordance with Title 19, Part 1, Chapter 17 of the Texas Administrative Code, [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=3&ti=19&pt=1](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=19&pt=1) regardless of project cost or scope.

For other state agencies, the approval authority is the Texas Facilities Commission, except as specified in Texas Government Code, 2165.007, 2166.003 and 2166.004, <http://www.statutes.legis.state.tx.us/?link=GV>.

**EXHIBIT B
ASSURANCES AND CERTIFICATIONS**

I, Brandon Wade as the authorized official of City of Pflugerville, hereinafter referred to as the "ARRA-recipient," certify the following with respect to the expenditure of ARRA-recipient Agreement funds.

A. The program shall be conducted and administered in conformity: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

B. ARRA-recipient will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for program purposes regardless of federal participation in purchases.

C. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 87.510. (Federal Certification) The ARRA-recipient certifies that it and its principals, contractors and vendors;

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; ARRA-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/proc/vendor_performance/debarred/

2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in this certification; and

4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

5. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification).

C. Drug-Free Workplace (ARRA-recipients other than Individuals) - This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 10 CFR Part 607. The regulations require certification by ARRA-recipients, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when CPA determines to award the ARRA-recipient Agreement. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment .

As the duly authorized representative of the ARRA-recipient, I certify, to the best of my knowledge and belief that the ARRA-recipient will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the ARRA-recipient's workplace and specifying the consequences and actions that will be taken against employees for violation of such prohibition;

2. Establish an ongoing drug-free awareness program to inform employees about:

- (a) the dangers of drug abuse in the workplace, (b) the ARRA-recipient's policy of maintaining a drug-free workplace, (c) any available drug counseling, rehabilitation, and employee assistance programs, and (d) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
- (a) abide by the terms of the statement, and
(b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
5. Notifying CPA within ten (10) days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of such conviction;
6. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (4) (b), with respect to any employee who is so convicted;
- (a) taking appropriate personnel action against such an employee, up to and including termination, or
(b) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- D. It will comply with the provisions of the Hatch Act, as amended (5 U.S.C. § 1501 et seq.) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal Funds.
- E. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C 276a and 276a-7), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction sub-agreements.
- F. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- G. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of program consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- H. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- I. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification, and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. 469a-1 et seq.).
- J. Will comply with P.L. 93-348 and 45 C.F.R., Part 46 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- K. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- L. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- M. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, application guidelines, and policies governing this program.

N. The ARRA-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. ARRA-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.


Signature _____ Date 6-16-2010

Brandon Wade, City Manager
Printed Name, Title,

City of Pflugerville
City/County

**EXHIBIT C
CERTIFICATION REGARDING LOBBYING FOR
ARRA-RECIPIENT AGREEMENTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

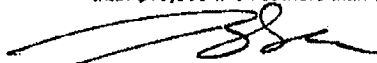
The undersigned, Brandon Wade, as the authorized official of City of Pflugerville, certifies the following to the best of his/her knowledge and belief.

A. No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal ARRA-recipient Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal ARRA-recipient Agreement, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal ARRA-recipient Agreement grant, loan or cooperative agreement, the undersigned shall complete and submit standard form Disclosure Form to Report Lobbying form in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards including sub-contracts, sub-grants and Program ARRA-recipient Agreements under grants, loans, and cooperative agreements and that all ARRA-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature

Date

6/16/2010

Brandon Wade, City Manager
Printed Name, Title

City of Pflugerville
City/County

**Exhibit D
2010 ARRA Terms and Conditions
Department of Energy**

The following Department of Energy (DOE) Special Terms and Conditions, Award Number DE-EE000893/000, and other applicable DOE terms and conditions are hereby incorporated into this Agreement.

A. Site Visits. DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Subrecipients must provide, and must require Subcontractors to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

B. Decontamination and/or Decommissioning (D&D) Costs. Notwithstanding any other provisions of this Agreement, the DOE or the Recipient shall not be responsible for or have any obligation to the Subrecipient for (i) D&D of any of the Subrecipient's facilities, or (ii) any costs which may be incurred by the Subrecipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER ARRA (May 2009)

A. Flow Down Requirement. Subrecipient understands that Comptroller/Recipient is subject to the following provisions. Subrecipient shall cooperate with Comptroller/Recipient relevant to such compliance. Subrecipient must include these special terms and conditions in any subcontracts.

B. Segregation of Costs. Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds. None of the funds provided under this agreement derived from ARRA, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records. With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1996 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the Subrecipient or Subrecipient Subcontractor any of its subcontractors or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the grant or subcontract; and

(2) to interview any officer or employee of the Subrecipient or Subrecipient Subcontractor agency regarding such transactions.

E. Publication. An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the Subrecipient or Subrecipient Subcontractor does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the Subrecipient or Subrecipient Subcontractor should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this Subrecipient or Subrecipient Subcontractor receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the Subrecipient or Subrecipient Subcontractor.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers. The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the ARRA, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under ARRA, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of ARRA, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.)

G. Reserved

H. False Claims Act. Recipient and Subrecipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, Subrecipient Subcontractor, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of ARRA Reporting. Subrecipient may be required to submit backup documentation for expenditures of funds under the ARRA including such items as timecards and invoices. Subrecipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds. Funds obligated to this award are available for reimbursement of costs as provided in Exhibit G.

K. Certifications. With respect to funds made available to State or local governments for infrastructure investments under ARRA, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF ARRA

Recipients and their first-tier Subrecipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with ARRA funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

DOE ASSURANCE OF COMPLIANCE, NON DISCRIMINATION IN STATE ASSISTED PROGRAMS

Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1977 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10 Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Subrecipient receives Federal assistance from the Department of Energy.

Applicability and Period of Obligation. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance funding extended to Subrecipient by the Department of Energy, this assurance obligates Subrecipient for the period during which the Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates Subrecipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates Subrecipient for the period during which the Federal assistance is extended to Subrecipient by the Department of Energy.

Employment Practices. Where a primary objective of the Federal assistance is to provide employment or where Subrecipient's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department of Energy, Subrecipient agrees not to discriminate on the ground of race, color, national origin, sex, and disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subrecipient Assurance. Subrecipient shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, Subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and Subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records. Subrecipient agrees to compile and maintain information pertaining to programs or activities developed as a result of Subrecipient's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be serviced by race, color, national origin, sex, and disability; (3) data regarding covered employment, including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by Subrecipients with laws cited in the first paragraph of this assurance.

Subrecipient agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Subrecipient from the use of Federal funds extended by the Department of Energy. Facilities of Subrecipient (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to Subrecipient's compliance with the civil rights laws shall be made available for inspection during normal business hours of request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U. S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereo, to Subrecipients by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. Subrecipient recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on Subrecipient, its successors, transferees, and assignees, as well as the person(s) whose signature appears below and who is authorized to sign this assurance on behalf of Subrecipient.

Subrecipient Certification. Subrecipient certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to Subrecipient upon written request to DOE.)

**Exhibit E
ARRA Subrecipient Affidavit**

This Affidavit must be signed and sworn (notarized).

I, Brandon Wade, an authorized representative of: City of Pflugerville, a [governmental entity] that is receiving ARRA funding, hereby swear and affirm that, to the best of my knowledge, internal controls, processes and procedures have been designed and implemented to help ensure that the Subrecipient and its use of these funds complies with the following: applicable state law; federal law, including federal reporting requirements under Section 1512 of the Act, if applicable; rules; regulations; and other relevant guidance. I further swear and affirm that all of the statements made and information provided herein, including statements made and information provided in any exhibits are true, complete, and correct, to the best of my knowledge.

I understand that I am receiving ARRA funding from CPA, a Texas state agency.

I understand that non-compliance with reporting requirements could be treated as a violation of the award agreement resulting in the withholding of funds, debarment, or award termination or suspension, as appropriate.

I understand that it is a federal crime under 18 U.S.C. Section 1001 to, in any matter within the jurisdiction of the executive branch of the U.S. Government, knowingly and willfully make any materially false, fictitious, or fraudulent statement or representation, or to make or use any false writing or document knowing that it contains the same.

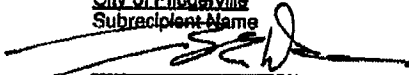
I understand that presenting a false or fraudulent claim, in whole or in part, or causing same, may subject me to civil penalties as provided for in 31 U.S.C. Section 3729.

I understand that it is a felony offense under Section 37.10, Texas Penal Code, to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use a governmental record with knowledge of its falsity, when the actor has the intent to harm or defraud another.

I understand that the offense of perjury, under Section 37.02, Texas Penal Code, is committed when a person, with intent to deceive and with knowledge of the statement's meaning, makes a false statement under oath or swears to the truth of a false statement previously made and the statement is required or authorized by law to be made under oath.

I understand my obligation to track all ARRA funds and that ARRA funds cannot be commingled with Non-ARRA funds. I also understand my obligation to immediately report any known or suspected waste, fraud, and abuse of funds received under the Act to the United States Government Accountability Office at (800) 424-5454 and the Texas State Auditor's Office at (800) 892-8348. I further understand that I will require all subcontractors with whom I contract using funds made available under the Act to sign a similar affidavit swearing to all of the above. I hereby swear and affirm that I have read the entire affidavit, and I understand its contents.

City of Pflugerville
Subrecipient Name


Affiant Signature

Brandon Wade
Full Name
City Manager
Title

6/16/2010
Date

Sworn and subscribed before me by the said
Brandon Wade
(Printed Name of Recipient's Authorized Representative)

this 16 day of June, 2010.

Notary Public, State of Texas

Notary's printed name: Christa Deamer My commission expires: July 28, 2012 (Seal)



**Exhibit F
ARRA Subrecipient's Contractor's Affidavit**

This Affidavit must be signed and sworn (notarized).

I, Rob McPherson, an authorized representative of: Standard Renewable Energy a [person, sole proprietorship, partnership, corporation, limited liability company, nonprofit organization, governmental entity, political subdivision, or other entity] (circle one) that is receiving ARRA funding, hereby swear and affirm that, to the best of my knowledge, internal controls, processes and procedures have been designed and implemented to help ensure that the Subrecipient Subcontractor and its use of these funds complies with the following: applicable state law; federal law, including federal reporting requirements under Section 1512 of the Act, if applicable; rules; regulations; and other relevant guidance. I further swear and affirm that all of the statements made and information provided herein, including statements made and information provided in any exhibits are true, complete, and correct, to the best of my knowledge.

I understand that I am receiving ARRA funding from a governmental entity [city or county] through CPA, a Texas state agency. I understand that non-compliance with reporting requirements could be treated as a violation of the award agreement resulting in the withholding of funds, debarment, or award termination or suspension, as appropriate.

I understand that it is a federal crime under 18 U.S.C. Section 1001 to, in any matter within the jurisdiction of the executive branch of the U.S. Government, knowingly and willfully make any materially false, fictitious, or fraudulent statement or representation, or to make or use any false writing or document knowing that it contains the same.

I understand that presenting a false or fraudulent claim, in whole or in part, or causing same, may subject me to civil penalties as provided for in 31 U.S.C. Section 3729.

I understand that it is a felony offense under Section 37.10, Texas Penal Code, to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use a governmental record with knowledge of its falsity, when the actor has the intent to harm or defraud another. I understand that the offense of perjury, under Section 37.02, Texas Penal Code, is committed when a person, with intent to deceive and with knowledge of the statement's meaning, makes a false statement under oath or swears to the truth of a false statement previously made and the statement is required or authorized by law to be made under oath.

I understand my obligation to track all ARRA funds and that ARRA funds cannot be commingled with Non-ARRA funds. I also understand my obligation to immediately report any known or suspected waste, fraud, and abuse of funds received under the Act to the United States Government Accountability Office at (800) 424-5454 and the Texas State Auditor's Office at (800) 892-8348. I further understand that I will require all subcontractors with whom I contract using funds made available under the Act to sign a similar affidavit swearing to all of the above. I hereby swear and affirm that I have read the entire affidavit, and I understand its contents.

Standard Renewable Energy, LP
Subrecipient Subcontractor Name

Rob McPherson
Affiant Signature

Rob McPherson
Full Name

Area Manager
Title

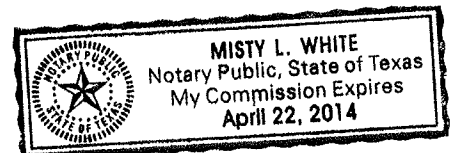
10/14/10
Date

Sworn and subscribed before me by the said

Rob McPherson
(Printed Name of Recipient's Authorized Representative)
this 14 day of October, 2010.

Notary Public, State of Texas.

Notary's printed name: Misty White My commission expires: April 22, 2014 (Seal)



ATTACHMENT G
Statement of Work and Budget

City of Pflugerville – Energy Efficiency and Conservation Block Grant Program

Type of Project & Description: Activity Category: (1) Building Energy Audits & Retrofits and (4) Installation of renewable energy technologies on government buildings.

This project consists of replacing the light fixtures in City Hall and Copperfield Elementary School. This project also includes replacing the light fixtures and installing a solar panel system on the roof of the Pflugerville Recreation Center.

Approved Budget Per Cost Category and Payment:

COST CATEGORY	BUDGET
Audit	\$0.00
Consultant	\$0.00
Travel	\$0.00
Subcontractor	\$28,500.00
Project equipment	\$57,865.00
Other Direct Operating Expense	\$0.00
Total Budget	\$86,365.00
Funds Leveraged	\$0.00

Total payments to ARRA-recipient under this Agreement shall not exceed \$86,365.00 in accordance with the Agreement.

Tasks to be performed in completing the project: The ARRA-recipient shall complete all of the Tasks as set forth below and the ARRA-recipient shall provide information regarding such task. *(Task that includes purchasing equipment must include: how many, size, model, rating, etc. Please include the date you anticipate each task will be completed. The rows will expand as you type, add lines as necessary)*

Task	Timeline
City Hall-100 E. Main Street – Lighting retrofit, replacing approx. 141 T12 lamps and magnetic ballast with T8 lamps and electronic ballasts. Replacing various other lights with compact fluorescent lights.	July 2010- October 2010
Copperfield Elementary School-12135 Thompkins Drive, Austin, TX - Lighting retrofit, replacing approx. 86 T12 lamps and magnetic ballast with T8 lamps and electronic ballasts.	July 2010- October 2010
City of Pflugerville Recreation Center-400 Immanuel Rd. – Replace metal halide light fixtures with T5 lamp fixtures.	July 2010- October 2010
City of Pflugerville Recreation Center-400 Immanuel Rd – Installation of solar panel system.	July 2010- October 2010

Please note buildings over 44 years of age will require review and release by the Texas Historical Commission prior to engaging in an activity.

Rose-Michel Munguia

From: Shari Curtis
Sent: Thursday, March 11, 2010 6:20 PM
To: Rose-Michel Munguia; Lisa Elledge; David Schiller
Cc: Robert Chapa; Stephanie Jones; Clay Harris; Pamela Smith; Marlene Bonilla; Vicki Newlin; Don Land; Louis Scott; Glenn Jennings; Julie Rabeux
Subject: RE: Friendly Reminder-Budget Approval Energy Efficiency and Conservation Block Grants (EECBG)

Rose-Michel,

To confirm, \$44M is available for the block grant program and no purchase requisitions are required. Please let me know if additional information is needed.

Thanks,

Shari

From: Rose-Michel Munguia
Sent: Thursday, March 11, 2010 3:14 PM
To: Shari Curtis; Lisa Elledge; David Schiller
Cc: Robert Chapa; Stephanie Jones; Clay Harris; Pamela Smith; Marlene Bonilla; Vicki Newlin; Don Land; Louis Scott; Glenn Jennings; Julie Rabeux
Subject: RE: Friendly Reminder-Budget Approval Energy Efficiency and Conservation Block Grants (EECBG)

Thank you, Shari, for accurately articulating what I need here. I have two agreements ready to route to Martin for signature but unless I have the confirmation of the \$44m+, I can't route them. I will probably have a few more coming in today and tomorrow. I really need to route these agreements on the day they arrive to try to manage the volume. So an affirmative statement regarding the \$44m+ as soon as possible will be greatly appreciated. Thank you all for your efforts on this. MM

Rose-Michel Munguia
Assistant General Counsel, Contracts
Comptroller of Public Accounts
Tel: 512.475.5609
Fax: 512.463.3669
Alt. e-mail address: michel.munguia@cpa.state.tx.us

Notice: This communication may be confidential and/or privileged under law - specifically including Tex. R. Civ. P. 192, Article V of the Texas Rules of Evidence, and other applicable statutory, quasi-statutory, and common law. Accordingly, pursuant to Chapter 552 of the Texas Gov't Code (the "Texas Public Information Act") and court interpretations thereof, the information that is contained within this communication may not be subject to disclosure to the public under Section 552.101, et seq., of the Code - specifically including Sections 552.103, 552.107, 552.108, and 552.111 - and further may be protected from disclosure or production for other purposes, such as in the context of civil discovery.

From: Shari Curtis
Sent: Thursday, March 11, 2010 2:51 PM
To: Rose-Michel Munguia; Lisa Elledge; David Schiller
Cc: Robert Chapa; Stephanie Jones; Clay Harris; Pamela Smith; Marlene Bonilla; Vicki Newlin; Don Land; Louis Scott; Glenn Jennings; Julie Rabeux
Subject: RE: Friendly Reminder-Budget Approval Energy Efficiency and Conservation Block Grants (EECBG)

EXHIBIT A

[see following pages]

**CITY OF PFLUGERVILLE
RECREATION CENTER SOLAR PANEL
REQUEST FOR PROPOSAL**

I. NATURE OF SERVICES REQUIRED

A. GENERAL INFORMATION

The City of Pflugerville (herein referred to as "City") has made application for the Energy and Efficiency Block Grant rebate program (EECBG), administered by the Texas State Energy Conservation Office (SECO) and funded through the Federal American Recovery and Reinvestment Act (ARRA), for purposes of increasing energy efficiency at city owned facilities. Should the grant be awarded, the City has identified \$58,000 to be used towards purchasing and installing a new solar panel system on the existing Parks and Recreation Center located at 400 Immanuel Road in Pflugerville, Texas.

The City intends to obtain the largest, most efficient solar panel system that maximizes energy production for the life cycle of the system, contains an educational component for real time monitoring by the public, and offers readily and cost effective upgrade and replacement components; all while staying within the total allocated budget of \$58,000 and meeting all stated federal reporting and documentation provisions. It is for this purpose that the City is requesting proposals from interested and qualified consultants.

B. SCOPE OF WORK TO BE PERFORMED

Ultimately the selected consultant shall be responsible for purchase and installation of the selected solar panel system while providing warranties to the City for all equipment and workmanship.

In addition, as a recipient of the EECBG, the City has an obligation to maintain strict adherence to federal reporting and documentation requirements, including but not limited to the Davis-Bacon and related wage acts and the Buy American provision. The selected consultant shall be obligated to comply with these provisions in an expedited manner as required. A "Certification of Buy American Procurement" is included within this RFP. This certification along with all necessary supplemental documentation to verify compliance shall be included with the proposal.

Compliance with the prevailing wage rates as determined by the Department of Labor (DOL) shall also be a requirement. A copy of the Building Construction Type Wage Rates as provided by the DOL is provided herein for prospective consultants to use. Photovoltaic Installers however is not specifically identified and the "Request for Authorization of Additional Classification and Rate" as provided herein shall be used by the contractor to document the negotiated wage, at which point the form shall be submitted to DOL for approval.

The selected contractor shall pay all employees associated with the project on a weekly basis. Weekly certified payroll documentation from elevated project staff shall be required to be submitted to the City. All other posting and documentation associated with the Davis Bacon and Buy American provisions shall be the responsibility of the selected consultant. In addition, all records associated with the project shall be retained and accessible by the City for reporting purposes for a minimum of five years. The consultant shall articulate in the proposal their

experience with meeting these requirements for similar federally funded projects and define how these provisions will be adhered to for this project.

Solar Panel System: The solar panel system will be installed on an existing southeast facing, metal seam roof which has been identified with an approximate azimuth of 135 degrees and an approximate southeast facing roof area of 4,000 sq. ft. The solar panel system will be grid-tied without battery storage systems, and will be required to connect to the existing electrical system without substantial modification or service interruption. The equipment associated with the project shall adhere to the Buy American Act with additional preference given to Texas products and materials where possible.

Within the proposal and bid, the consultant shall propose and provide all documentation of the largest, most efficient solar panel system that maximizes energy production for the life cycle of the system. The City has identified a system around 15 kW as desired and may be an appropriate goal given the allocated budget. The proposal shall include all labor and installation costs, and at a minimum identify the following information:

- The total proposed solar panel system size in kW and annual kWh production
- A description and quantity of all components and hardware, including documentation from the respective company identifying compliance with the Buy American Act
- Itemized and total cost for all materials and labor (City is exempt from all taxation)
- A Return on Investment analysis based on City retail provider's kWh generation rate of \$0.0732
- The estimated percent of annual electricity usage offset by solar (consumption history provided herein)
- A description of a real time education monitoring component
- A description of how the solar panel system and components are proposed to be added to the existing building
- Provide explanation of the system compatibility should it be possible to expand or require repair in the future
- Articulate an understanding of the Davis-Bacon and related labor act requirements, describe experience in meeting these requirements for similar projects, and define how these provisions will be adhered to for this project

Within the proposal, the consultant shall also address their knowledge and capability of identifying additional funding opportunities and ability to submit for that funding on behalf of the City in order to increase the proposed solar panel system kWh production without further cost to the City. Possible funding sources along with examples of previous experience in attaining similar funding awards shall be identified in the proposal.

Educational System Component: The solar panel system shall include a component which allows for real time monitoring and provides an intuitive learning environment for the general public. The proposal shall include an explanation on how the system will be integrated and offer examples of similar demonstrations and use.

II. TIME REQUIREMENTS

A. PROPOSED SCHEDULE

The proposed solar panel project is dependent on award and acceptance of the EECBG grant by SECO and the City of Pflugerville. Provided the grant is awarded and accepted, the City anticipates selecting a consultant in September 2010.

The following is an anticipated project time line:

7/8/2010	RFP notification first publication date
7/15/2010	RFP notification second publication date
7/23/2010 by 2 pm	Due date for receipt and reading of proposals at 2 pm
August 2010	Notification of top-rated firms
September 2010	City Council approves recommendation and authorizes negotiations
September 2010	City authorizes contract
September 2010	Contractor begins equipment purchase
October 2010	City accepts project as complete and fully operational

B. COST PROPOSAL

Total All-Inclusive Maximum Price: The City of Pflugerville has an allocated budget of \$58,000 for the solar panel project as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs. It should include a detailed budget including the number of personnel and hours contributed to the purchasing and installation; the cost of materials; and other standard budgetary items. The City will not be responsible for expenses incurred in preparing and submitting the proposal or the sealed cost proposal. Such costs should not be included in the proposal.

The first page of the cost proposal should be identified with:

- a. "City of Pflugerville Recreation Center Solar Panel RFP"
- b. Name of Firm
- c. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the City of Pflugerville
- d. The proposed solar panel size in kWh and a total all-inclusive maximum price

Manner of Payment: The EECBG is a rebate grant program which will require detailed documentation for materials purchased and services rendered. Payments shall be made by the City of Pflugerville once all necessary documentation is provided by the consultant to the City in order to satisfy the rebate program parameters.

III. PROPOSAL REQUIREMENTS

Submission Requirements: Consultants are invited to submit 5 copies and one electronic version provided on a cd or DVD containing all materials requested herein that demonstrate their experience. Documentation shall be limited to 10 pages single sided.

Proposal packages shall be delivered to the following physical location:

City of Pflugerville Planning Department
Attn: Jeremy Frazzell
100 East Main St. Suite 400
Pflugerville, TX 78660

Or mailed to:

City of Pflugerville
Planning Department
Attn: Jeremy Frazzell
P.O. Box 589
Pflugerville, TX 78691

Content Requirements:

1. **Title Page:** "City of Pflugerville EECBG Recreation Center Solar Panel RFP", company name, address of office, primary contact name, telephone number, email address, and company website.
2. **Transmittal letter:** A cover letter introducing the consulting firm. Include the number of years the firm has been installing solar panel systems, office location(s), staff size, the firm's interest in the project and summarize the firm's ability to provide the services needed.
3. **Company Profile:** An overview of the company including years of operation, company location(s), number of staff, description of professional services offered, insurance.
4. **Key Personnel:** Identification and qualifications of the person who will serve as the project manager and liaison to the City as well as other key personnel. Resumes should be included for personnel responsible for project purchase, installation, and documentation, including educational background and employment history; titles; expertise; training; and period of service with the company.
5. **Relevant Experience:** Description of company's experience purchasing and installing similarly sized solar panel systems; working under state or federal grant requirements; safety record; demonstrated ability and willingness to obtain additional funding opportunities for enlarging the proposed system (i.e. rebates, additional grants, etc).
6. **Project Description:** Provide a detailed description of the solar panel system proposed including the proposed kW and kWh production, components, proposed installation, educational component and warranties offered for all equipment and workmanship.
7. **Time/Task schedule:** Identify how projected completion dates and updates will be within allocated budget and scheduled timeline; include how wage determinations and weekly certified payroll documentation will be provided to the City as required under the Davis-Bacon Act.
8. **Project Examples and References:** Provide no more than five (5) examples of similarly sized solar panel projects installed locally by the company within the past

five (5) years; emphasis should be on examples which used federal funding and required compliance with Davis-Bacon and Buy American and similar acts. Include a description of documentation reporting and retention plans. Examples shall include at a minimum the project location, description, project cost and funding, dates of services performed and client contact information for reference purposes. Client reference information shall contain the client's name, client project manager's name, address, current telephone number and email address.

IV. EVALUATION PROCEDURES AND SELECTION PROCESS

A. PROPOSAL EVALUATION

RFP's submitted will be evaluated by a committee consisting of City of Pflugerville staff. The committee will rate the RFP's relative to the evaluation criteria developed for this project. Said evaluation criteria are listed in the RFP. The firm with the highest rated RFP will be recommended to the City Council for consultant selection. However, the City reserves the right to accept or reject any or all proposals received in whole or in part. At its discretion, in the City's best interest, the City of Pflugerville may choose to waive irregularities or deviations from the RFP instructions. The City may conduct interview(s) with selected firms as a part of the selection process.

B. PROPOSAL SELECTION PROCESS

1. A committee comprised of City Staff will review the RFP's within the time proposed in the schedule.
2. The RFP's will be reviewed and rated relative to the evaluation criteria established for this project.
3. The committee will recommend the firm with the highest rated RFP to the City Council for consultant selection.
4. The City Council will consider the committee's recommendation, negotiation, and authorize a contract based on the proposed schedule.

C. EVALUATION CRITERIA

Proposals will be evaluated on the following criteria with a high score of 100 points:

Criteria Description	Total Pages	Total Points
<u>Solar Panel System</u> : Description of how consultant will meet project requirements including system size (kW and kWh production, material quantity, physical size), proposed installation, real time educational monitoring system, and proposed warranties.	2 pages	25 points
<u>Staff Capabilities</u> : Identify project manager and installer experience in PV equipment and installation; ability to comply with federal reporting, documentation, and retention requirements; insurance information such as: worker's compensation and employer liability, commercial general liability, business automobile liability, and professional liability.	2 pages	25 points
<u>Responsiveness to RFP</u> : The proposals will be rated in terms of compliance with the RFP, including specificity and completeness of responses.		10 points
<u>Related Project Experience</u> : Provide a maximum of 5 project examples (limited to 1 page per example) demonstrating experience installing similar sized PV systems, compliance with federal requirements, ability to obtain additional funding to enlarge the proposed system (i.e. rebates, additional grants, etc). Provide project references.	5 pages	20 points
<u>Schedule/Budget</u> : Provide a proposed time line, budget and narrative on what steps will be taken to complete the project to meet the proposed schedule, budget and federal reporting requirements.	1 page	20 points

CITY OF PFLUGERVILLE RECREATION CENTER: 400 IMMANUEL ROAD

ELECTRIC CONSUMPTION HISTORY:

Meter Read End Date	Kwh Consumption	Kw Demand
01/24/2008	20,580	67
02/22/2008	22,740	72
03/25/2008	23,328	72
04/23/2008	24,816	84
05/27/2008	37,128	106
06/24/2008	40,836	122
07/24/2008	39,552	113
08/22/2008	38,004	114
09/23/2008	37,296	101
10/23/2008	29,940	86
11/21/2008	23,664	74
12/23/2008	20,580	69
01/27/2009	20,376	66
02/24/2009	18840	69
03/26/2009	22944	73
04/27/2009	25332	75
05/27/2009	29256	86
06/25/2009	35652	109
07/28/2009	43056	117

Source: City of Pflugerville, TXU and Mid American Energy

CERTIFICATION OF "BUY AMERICAN" PROCUREMENT



Certification of "Buy American" Procurement

Contract Number _____ Project Name _____

I do hereby certify as to the following:

1. **Identification of American-made Iron, Steel, and Manufactured Goods:** Consistent with the terms of the Owner's bid solicitation and the provisions of ARRA Section 1605 and OMB regulations, Code of Federal Regulations, Volume 2, Part 176, the Bidder/Vendor certifies that this bid/procurement reflects the Bidder/Vendor's best, good faith effort to identify domestic sources of Iron, Steel, and Manufactured goods for every component contained in the bid solicitation/procurement where such American-made components are available on the schedule of values and consistent with the deadlines prescribed in or required by the bid solicitation/procurement.
2. **Verification of U.S. Production:** The Bidder/Vendor certifies that all components contained in the bid solicitation/procurement that are American-made have been so identified, and if this bid/procurement is accepted, the Bidder/Vendor agrees that it will provide reasonable, sufficient, and timely verification to the Owner of the U.S. production of each component so identified.
3. **Documentation Regarding Non-American made Iron, Steel, or Manufactured Goods:** The Bidder/Vendor certifies that for any component or components that are not American-made and are so identified in this bid/procurement, the Bidder/Vendor has included in or attached to this bid/procurement one or both of the following, as applicable:
 - a. Identification of and citation to a categorical waiver published by the U.S. Department of Energy in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components.
 - b. Verifiable documentation sufficient to the Owner, as required in the bid solicitation or otherwise, that the Bidder/Vendor has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation/procurement.
4. **Information and Detailed Justification Regarding Non-American made Iron, Steel, or Manufactured Goods:** The Bidder/Vendor certifies that for any such component or components that are not so available, the Bidder/Vendor has also provided in or attached to this bid/procurement information, including but not limited to the verifiable documentation

1 of 2



and a full description of the bidder/vendor's efforts to secure any such American-made component or components, that the Bidder/Vendor believes is sufficient to provide and as far as possible constitutes the detailed justification required for a waiver under section 1605 with respect to such component or components. The Bidder/Vendor further agrees that, if this bid/procurement is accepted, it will assist the Owner in amending, supplementing, or further supporting such information as required by the Owner to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

Contractor Name (printed or typed)

Name of Authorized Official (printed or typed)

Title (printed or typed)

Signature of Authorized Official

Date

* Sub-recipients may use the following certification to be included in the bid packet and returned by prospective bidders with their bids.

** Please maintain this form on file.

DAVIS BACON ACT

DEPARTMENT OF LABOR PREVAILING WAGE RATE DETERMINATION:

General Decision Number: TX100018 04/02/2010 TX18

Superseded General Decision Number: TX20080018

State: Texas

Construction Type: Building

County: Travis County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories). (Use current heavy & highway general wage determination for paving & utilities incidental to building construction).

Modification Number	Publication Date
0	03/12/2010
1	04/02/2010

* CARP1266-001 04/01/2010

	Rates	Fringes
Carpenters:		
Carpenters (All other work including Acoustical Installation and Drywall Framing/Hanging, Including Metal Studs).....	\$ 19.65	5.97
Millwrights.....	\$ 23.13	6.55

ELEC0520-001 11/30/2009

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring for Computers, Fire/Smoke Alarms and Telephones).....	\$ 26.18	6.66

ELEV0133-001 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC	\$ 33.66	20.235+a

a - Employer contributes 8% of basic hourly rate for over 5 years service and 6% of basic hourly rate for 6 months to 5 years service as Vacation Pay Credit. Also 7 paid

holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day.

IRON0482-004 06/01/2009		
	Rates	Fringes
IRONWORKER, STRUCTURAL (Excluding Metal Building Erection).....	\$ 19.55	4.90

PAIN1778-001 06/01/2009		
	Rates	Fringes
GLAZIER.....	\$ 18.65	5.55

PLUM0286-001 06/01/2009		
	Rates	Fringes
PIPEFITTER (Including HVAC Work).....	\$ 25.00	8.80
PLUMBER (Excluding HVAC Work)....	\$ 25.00	8.80

SHEE0067-003 07/06/2009		
	Rates	Fringes
Sheet metal worker (Including HVAC Duct Work).....	\$ 24.30	10.18

* SUTX1997-001 02/24/1997		
	Rates	Fringes
BRICKLAYER (Excluding Caulking and Waterproofing).....	\$ 13.25	
CARPENTER (Form building Only)....	\$ 13.20	
CAULKER.....	\$ 13.05	
CEMENT MASON/CONCRETE FINISHER...	\$ 10.22	
FLOOR LAYER: Carpet (Soft) Floor.....	\$ 10.00	
HVAC MECHANIC (Excluding Duct or Pipe Work).....	\$ 11.83	1.14
Ironworkers: Reinforcing.....	\$ 10.00	
Laborers: Brick Tender.....	\$ 8.00	
Common.....	\$ 7.57	

Painters:		
Brush.....	\$ 10.06	.31
Drywall Finishing.....	\$ 9.00	
Spray.....	\$ 9.70	.19
Power equipment operators:		
Backhoe.....	\$ 11.11	1.92
Crane.....	\$ 12.50	2.03
Front End Loader.....	\$ 11.33	
SPRINKLER FITTER.....	\$ 14.00	
Tile setter finisher.....	\$ 10.00	
TILE SETTER.....	\$ 13.00	1.55
TRUCK DRIVER (Lowboy).....	\$ 8.00	
WATERPROOFER.....	\$ 12.13	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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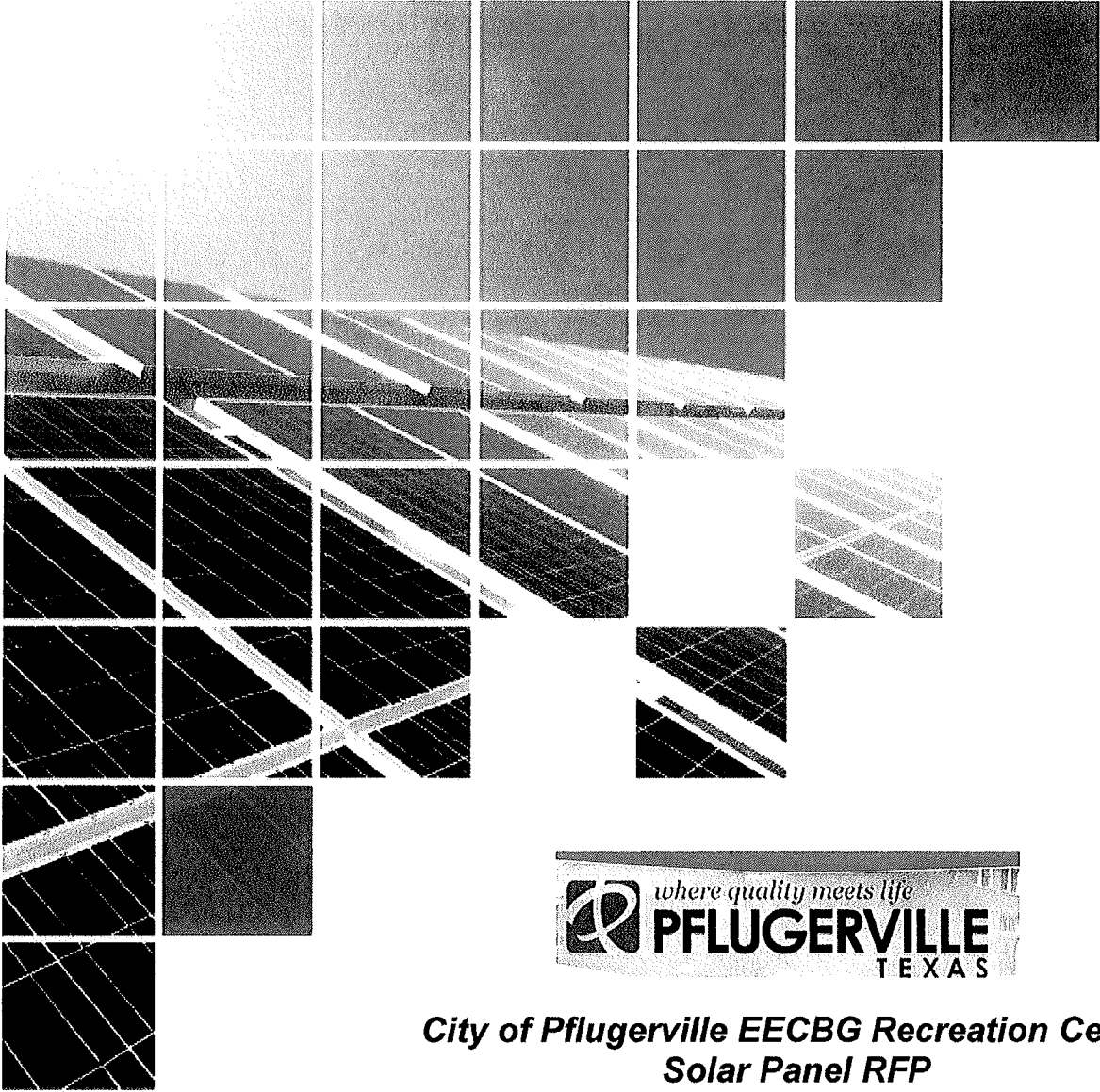
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

Source: <http://www.wdol.gov/dba.aspx>

EXHIBIT B

[see following pages]



***City of Pflugerville EECBG Recreation Center
Solar Panel RFP***

**Standard Renewable Energy
9210 Cameron Road
Suite 100
Austin, TX 78754**

Mike Weinnig
512-554-7029
mweinnig@sre3.com
www.sre3.com





City of Pflugerville EECBG Recreation Center Solar Panel RFP

Table of Contents

<u>Item</u>	<u>Page</u>
• Company Profile	1
• Key Personnel	2
• Relevant Experience	4
• Project Description and Bid Summary	5
• Project Schedule	12
• Project Examples and References	14
• Addendums:	
○ Certificate of Insurance	
○ SECO Certification of "Buy America" Procurement	
○ Product Information	



Standard Renewable Energy Overview

Founded in 2006, Standard Renewable Energy (SRE) provides comprehensive energy solutions for homeowners, businesses, and government entities that assist them in lowering utility bills, reducing environmental impacts, and increasing energy reliability and independence. In March, 2010 SRE was acquired by GridPoint, Inc., a provider of smart grid technology solutions. SRE continues to do business under the Standard Renewable Energy, LP organization as a wholly owned subsidiary of GridPoint.

Technology and vendor agnostic, SRE provides the best of breed in products and services across the renewable energy and energy efficiency industries. Standard Renewable Energy is not solely a solar installer. SRE prides itself on its holistic approach to renewable energy — ensuring energy-saving solutions tailored to the needs of each commercial, governmental or residential client. From cutting edge solar and energy efficiency solutions to SRE's energy monitoring services customers are empowered to reduce their energy consumption and save money every month.

We have over 6,000 residential, commercial and governmental clients nationwide and are an approved solar vendor for the U.S. General Services Administration (GSA). Our number of office locations continues to expand and currently includes: Texas, Colorado, Oklahoma, Louisiana, Arizona, Virginia, Washington and Canada. SRE's has 34 employees in its Austin office/warehouse.

Standard Renewable Energy's RE3 offerings include: energy audits, high-efficiency heating and cooling products and services, insulation, solar window film, solar photovoltaic (PV) energy systems, solar water heating systems, wind energy systems and more. Standard Renewable Energy offers a unique solutions approach based on the RE3 concept, which includes:

Review – current energy usage with audit services and energy management systems that analyze and monitor current energy consumption.

Reduce – usage by integrating energy efficiency products such as insulation and high-efficiency heating and cooling systems.

Renew – by addressing remaining energy demand with renewable energy products.



Key Personnel - Project Team

SRE currently has over 200 employees. Standard Renewable Energy holds all necessary certifications and licenses applicable to the renewable energy industry including ONCOR certification. We have NABCEP-certified (PV Industry Certifications) personnel, Professional Engineers (PE) and Texas Licensed Electricians on staff.



We are certified to execute government contracts under a Government Services Administration (GSA) as well as a TXMAS contract assigned to Standard Renewable Energy.

Each member of the project team and installation crew are SRE employees.

Team Biographies

Rob McPherson, Area Manager, Central Texas

With over 25 years of experience in the high tech industry, Rob has led significant development in the Central Texas business for Standard Renewable Energy. He has provided management oversight on over 100 PV systems in the past 16 months. Prior experience includes M3Design, Focus Enhancements, Plasmon Data and Xerox. Rob holds a B.S in mechanical engineering from California Polytechnic State University, San Luis Obispo.

John Gardner, Systems Engineer

John Gardner focuses on the design of large commercial photovoltaic and wind projects. Mr. Gardner graduated from Texas A&M University with a bachelor's degree in electrical engineering. Since graduating from college in 1975, Mr. Gardner has specialized in electrical design for hazardous and explosive locations typically found in the petroleum refining industry; including an extensive knowledge on the standards for the Underwriters Laboratories and Canadian Standards Association. He is a senior member of the IEEE, Industrial Applications Society. He has presented papers at several conferences on solar and wind power for residential applications. Mr. Gardner has authored five IEEE-PCIC papers and is a Texas licensed Professional Engineer.

Michael Christie, Operations Manager, Central Texas

Michael Christie is experienced in all aspects of construction and back-office management. He has a reputation for accurate construction techniques and creative management tactics for his teams. Prior to SRE, he started and ran a successful custom homebuilding company that built several \$1.8 million-plus infill homes in Austin's prestigious neighborhoods. He also assisted in Galveston's recovery after Hurricane Ike by rebuilding 13 homes. As a construction manager at another custom homebuilding company, he was responsible for scheduling, trade selection, quality control, customer relations, permitting and code compliance. Additionally, as a general manager at FPC Masonry LP, he turned a \$7 million-



per-year sole proprietorship into a LP, LLC, which can now run independently without the dependence on its owner. He also implemented a new accounting system for this company.

Michael Russell, Director of Procurement

Mr. Russell has spent 25 years of his career in charge of purchasing, supply chains and logistics for various companies. Mr. Russell selects and procures products for SRE, and additionally, arranges the transportation for all the merchandise. Prior to SRE, he was an operations director for a mobile video supplier, where he managed all the warehouse and service operations. Additionally, he was the director of purchasing and operations for a consumer-packaging goods company for 21 years. At this company, he handled all the company purchasing functions, as well as, played a key part in the operations of the company's facilities across the U.S. and Canada. He also coordinated outbound and inbound product shipments to customers and vendors for this Texas-based company.

Chuck Hughes, Project Manager

Chuck Hughes has more than 15 years experience in construction and project management. With a Bachelor of Science degree in Engineering, his early career included architectural review and production estimating. Later he managed home construction for Doyle Wilson and Streetman. Chuck is a BPI certified building analyst and energy efficiency professional. With Standard Renewable Energy, he is responsible for residential and commercial renewable energy projects. Notable projects include a solar thermal installation at the Federal Courthouse in Austin, and more than 20 PV system installations in Austin and San Antonio. Prior to joining Standard Renewable Energy, Chuck owned Energo Consultants, an energy efficiency consultancy. BSPE from the University of Alabama, BPI Certified Building Analyst, and Streetman Homes Certified Builder.

Aaron Dugan, Supervisor

With over six years of PV installation experience, Mr. Dugan is currently SRE's chief crew supervisor in the Central Texas area. He recently led the completion of roof and ballasted solar PV installations for the Texas National Guard, St. Alban's Church, and Texas Medical Clinic. Mr. Dugan has also led large scale projects for the City of Austin and Austin Police Department. NABCEP Certified Installer, Solar Installer in the City of Austin and is a licensed electrician.

Jeff Zelmanski, Master Electrician

Jeff brings 21 years as a licensed electrician on a range of residential and commercial projects including the fire station at Fort Hood. As a Master Electrician, he oversees all PV installs in Central Texas. Prior to SRE, Jeff was a Master Electrician in the state of Michigan for 10 years and ran his own electrical business. He is highly skill with PV monitoring systems and has worked on more than 100 PV installations for SRE.



Mike Weinnig, Account Manager

For over 30 years Mike Weinnig has contributed to the growth of global companies including IBM and Texas Instruments as well as entrepreneurial firms through roles in sales, marketing, training, and management. In 2007, he chose to become involved in the renewable energy industry with a focus on business development and joined SRE in 2009. Mike earned BS and MS degrees in Marketing from Louisiana State University.

Relevant Experience

SRE has extensive experience working with government entities on solar energy projects and obtaining incentives and grants to fund the projects. Specifically related to this project, SRE has worked with Oncor to obtain rebate funding for several residential, commercial and government projects.

Governmental Solar Projects

- City of Austin
- Discovery Green - City of Houston
- Texas National Guard (San Antonio, TX) – (Davis Bacon Act Compliant)
- Temple Housing Authority (Temple, TX) – In Process (Davis – Bacon Act Compliant)
- Lower Colorado River Authority (Lometa, TX) – In process (Davis Bacon Act Compliant)
- Department of Veterans Affairs (Big Spring, TX)
- Tarrant Regional Water District (Ft. Worth, TX)



Project Description

SRE is proposing two scenarios for this project. The first is a system that does not have rebate funding from the Oncor "Take a Load Off" solar incentive program because they may not have funds available at the time the application is processed. The second scenario has rebate funding at the current levels available from Oncor. SRE has extensive experience with the administrators of the Oncor rebate program in meeting the requirements of the program and obtaining rebate funds for our customers.

<u>Item</u>	<u>Scenario 1 without Oncor Rebate</u>	<u>Scenario 2 with Oncor Rebate</u>
System Size (KW DC)	12.480	23.040
Estimated Annual kWh Production/Percentage of Annual Electricity Usage	16,778/3%	30,976/7%
Number/Brand of Modules	52 – Sharp 240 watt 25-year limited warranty on power output	96 – Sharp 240 watt 25-year limited warranty on power output
Inverters	2 – SMA SB6000US 10 year warranty	3 – SMA SB7000US 10 year warranty
Mounting Hardware	ProSolar Racking and Rail System	ProSolar Racking and Rail System
Monitoring System/ Educational Component	MySRE with 32' Plasma Display; 5 Seminars	MySRE with 32' Plasma Display; 5 Seminars

Warranties

Standard Renewable Energy standard warranty term is in effect for ten (10) years, beginning on the date of system start-up. The standard warranty shall apply to all renewable energy system installations provided by Standard Renewable Energy where specific jurisdiction or rebate requirements do not apply. Standard Renewable Energy will correct any deficiencies in installation and craftsmanship during our warranty term.



Warranty work will be performed during regular working hours, and is subject to availability of technicians & engineers. Warranty work should in no way be interpreted as maintenance contract or contain emergency service provisions.

Manufacturer's standard parts warranty shall apply for the equipment installed. Standard Renewable Energy will provide parts replacement labor and freight during our warranty term, after which customer shall pay for these costs.

Standard Renewable Energy is not responsible for warranty coverage on any equipment that has been altered by others, repaired by others, tampered, abused, misused, damaged by terrorism, fire, flood, or acts of God, or which has not been reasonably and properly maintained.

Davis-Bacon Act Compliance

SRE is fully compliant with the Davis Bacon Act, Copeland Act (anti-kickback), Contract Work Hours Safety Standards Act, and Fair Labor Standards Act. Our management and administrative team have participated in multiple training and orientation sessions regarding the implementation of these acts. We have a payroll officer and local administrator that are administering Davis Bacon wages on several projects including CPS Energy weatherization, Temple Housing Solar Project, and the City of Lometa Solar Project.

System Design

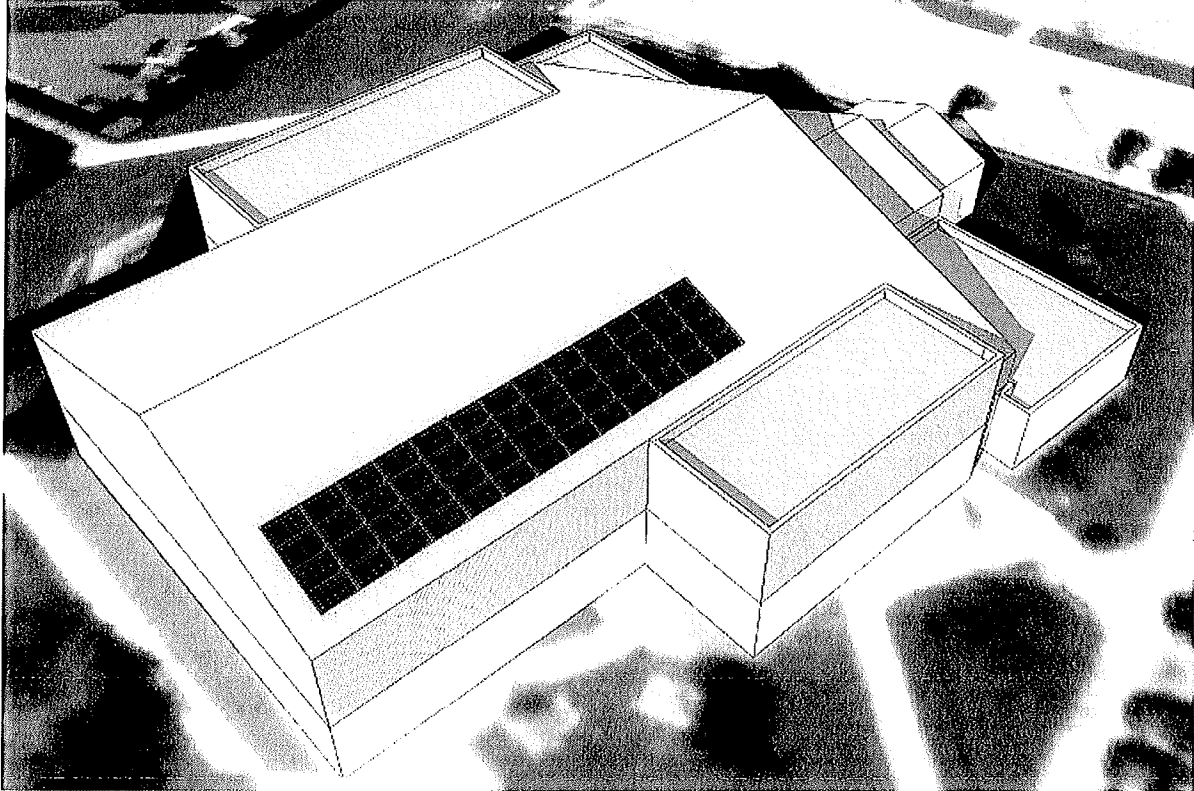
The SRE team assigned to your project will all be SRE employees that have the project management, design and installation experience to complete the project on-time and to your satisfaction.

The system orientation parameters for this proposal are:

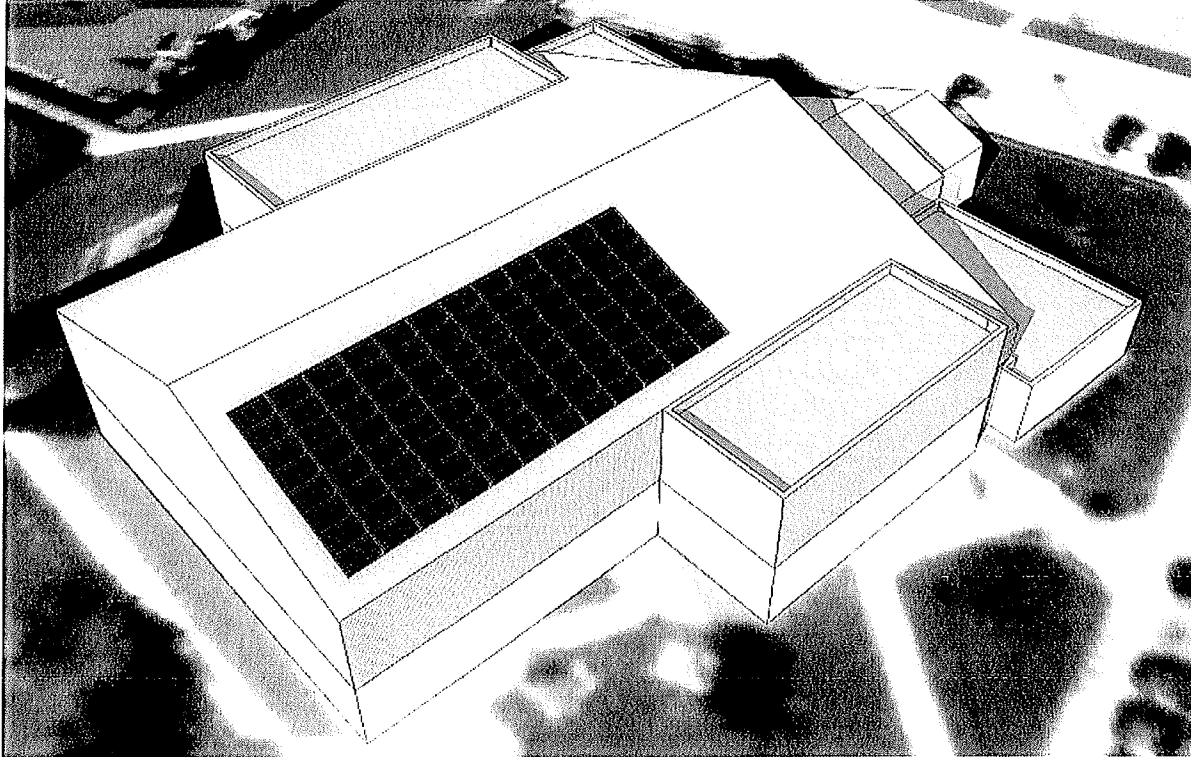
- Azimuth: 135°
- Roof Tilt: 20°

SRE's system design will use a mounting system will provide an integrated aesthetic as well as provide for future expansion. The bid assumes that the building/roof will accommodate the 3.5 pounds per square foot of distributed load that the modules and mounting system will represent.

Scenario 1 – Without Oncor Rebate: 12.48 kW DC Array



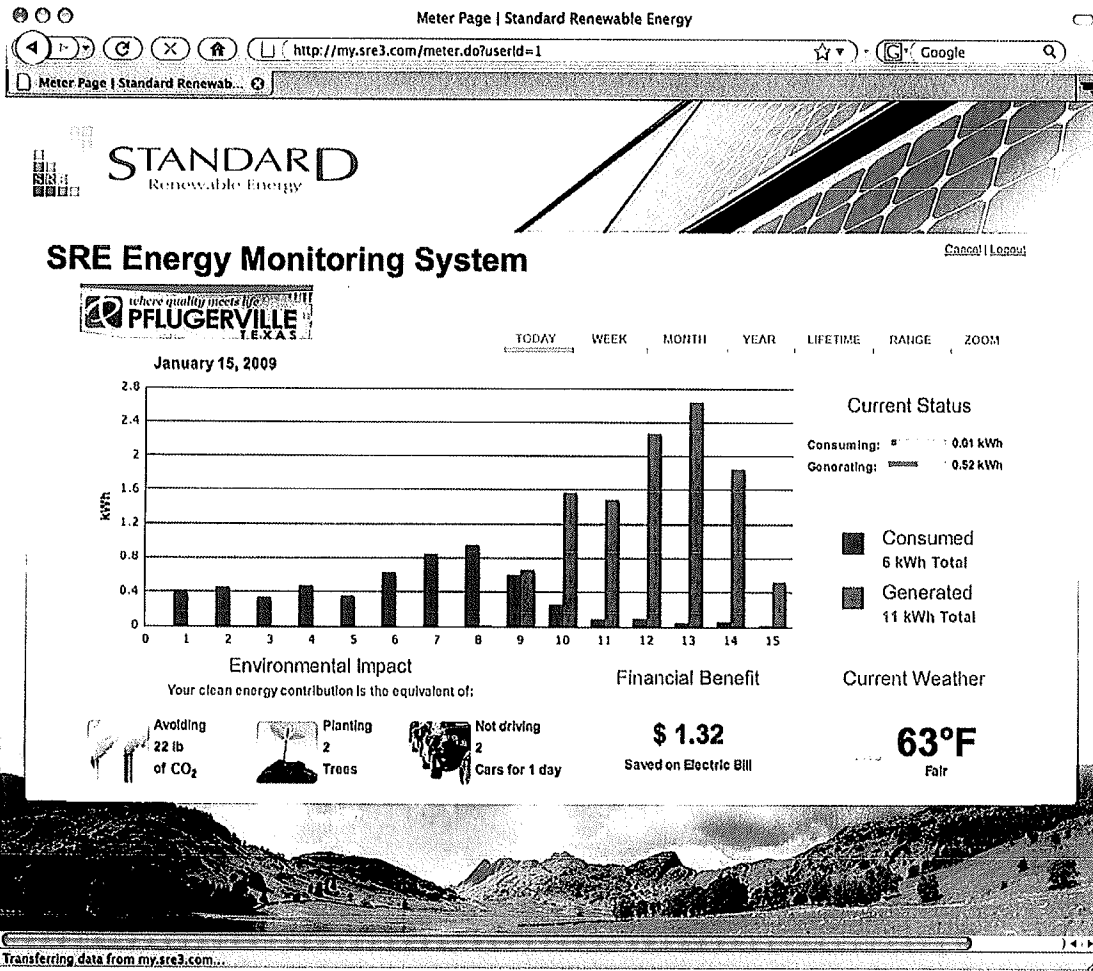
Scenario 2 – With Oncor Rebate: 23.04 kW DC Array



Monitoring System – Educational Component

The proposed educational component for the system will be a 32" plasma display mounted in the lobby of the Recreation Center and will display real-time and historical data on the electricity consumption at the facility and performance of the solar energy system.

SRE has designed a monitoring system for the solar array that will record and display the current and historical energy production of the system. The monitoring system will utilize the SRE Solar PV Energy Monitoring System equipment to detect, log, and transmit the energy production data through an Internet connection to the secure database at the my.SRE3.com portal site. The my.SRE3.com portal provides a graphically rich, web-based display the production data.

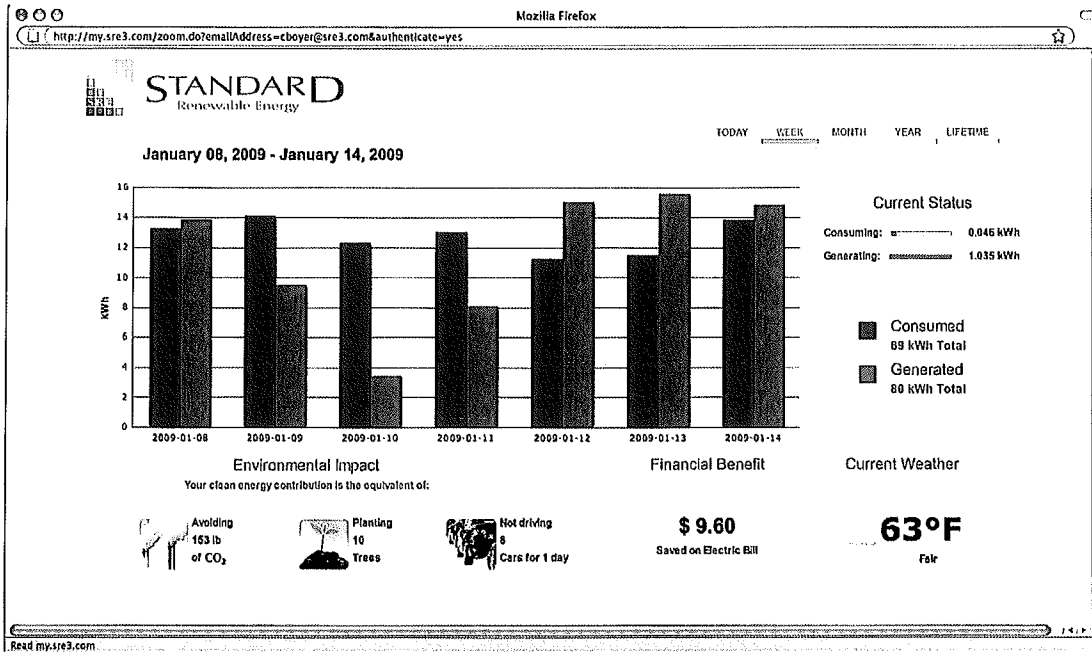


The my.SRE3.com portal provides the following historical production displays:

Today, Week, Month, Year, Lifetime, and Custom Date Range.

The portal also displays current weather condition, environmental contribution towards reduction of greenhouse gasses, and monetary savings provided by solar electric generation.

The my.SRE3.com portal provides a full-screen zoom mode for use in kiosk displays. When in zoom mode the charts automatically cycle through today, week, month, year, and lifetime production chart. The charts can be customized to customer specifications for chart type, color scheme, and logo placement.



An internet connection for the system is the responsibility of the City of Pflugerville.

Additionally, SRE is prepared to conduct 5 informational sessions for the City of Pflugerville residents on the fundamentals of solar energy systems and an overview of the system at the Recreation Center.

Bid Summary

<u>Item</u>	<u>Scenario 1 without Oncor Rebate</u>	<u>Scenario 2 with Oncor Rebate</u>
Solar Modules	\$ 29,245.12	\$ 52,343.22
Inverters	\$ 5,767.11	\$ 11,182.21
Balance of System ¹	\$ 7,430.51	\$ 10,601.80
Labor	\$ 12,097.25	\$ 19,262.77
Total	\$ 54,540.00	\$ 93,390.00
Oncor Rebate	\$ 0.00	-\$ 40,320.00
Net Cost	\$ 54,540.00	\$ 53,070.00

1 – Balance of System: Mounting hardware, wire, conduit, junction/combiner boxes, other electrical materials and permits

Project Schedule

SRE is a uniquely positioned full-service renewable energy and energy efficiency provider driven by a commitment to quality and dedication to deliver projects on budget and on time – always meeting strict market standards. SRE has the vision to understand each project and to provide superior quality. SRE offers the comprehensive services of just one company, with single-point accountability and expert leadership, from the inception to completion of each project. Once we have a notice to proceed, we are prepared to begin design and construction immediately.

	Start	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	
Reach Agreement									
Mobilization									
Procurement & Installation									
Inspection/ Commissioning									
Rebate									30 - 60 days

Planning

The Standard Renewable Energy (SRE) team is prepared and committed to meet the requirements set forth in the Request for Proposal (RFP) and/or contract. The SRE team has a successful track record of achieving smooth, trouble-free and successful projects that meet all customer requirements. The SRE team is assisted in this endeavor by virtue of the past experience of our senior managers. Successful management of numerous contracts makes the SRE team confident that its personnel, employing proven methods and procedures, will successfully execute the terms of the contract. The successful completion of the project begins with an accurate and detailed engineering design documented clearly for the installation crews to follow. The procurement function is critical to maintain the project budget and to ensure the material is received on schedule.

Safety Plan

A safety plan is generated for each project that explains specific hazards, emergency response information and designated contact personnel. SRE's work crews will begin each day with a safety briefing led by the project manager. SRE complies with all local, state and federal safety regulations, and will meet the life, fire and environmental safety guidelines for Occupational Health and Safety Administration (OSHA) and National Environmental Policy Act (NEPA). SRE's use of sensible technologies and adoption of sound practices enables us to help our clients reduce their environmental footprint. Our system designs and locations are selected to reduce the impact on the environment, while always meeting the client's goals. Additionally, SRE minimizes the use of environmentally sensitive or hazardous materials for each project.

Mobilization

The mobilization phase includes design acceptance, logistics preparation and general administrative issues with respect to SRE's footprint at the solar PV installations sites. The SRE Team's Start-Up Plan is multi-faceted, so we can achieve simultaneous progress in the areas of management, administration, human resources and operations. Implementation of this plan will achieve the following objectives:

- Provide continuity of service throughout the contract period
- Assign personnel who technically and professionally match technical requirements
- Establish solid working relationship between the SRE team management and their Government

Procurement and Installation of Equipment

SRE will begin the procurement process in parallel with the mobilization phase and notice to proceed. In the requirement step of the procurement plan, SRE will develop the product specifications (e.g. design, performance, functional) in accordance with the detailed design. With regard to solicitation, SRE will issue a request for quotation, receive proposals, negotiate with vendors and facilitate the award. SRE will work closely with vendors to manage the contract and ensure products or services are received, that there are no outstanding invoices and that final payments are made.

Changes to the bill of material can only be approved in writing from engineering. SRE will utilize its wide realm of expertise and unparalleled commitment to quality and timely installation to execute the following implementation plan.

SRE will use a crane to hoist all equipment to the roof of the building. SRE will coordinate with the facility manager to determine where the loading and unloading shall take place and at what time of the day or night that this process should take place to ensure that the city employees and public are distracted as little as possible. The modules will be hoisted in their original packing crates to ensure that they are not damaged. Balance of system materials will be consolidated into larger containers before being lifted to the rooftop to expedite the process.

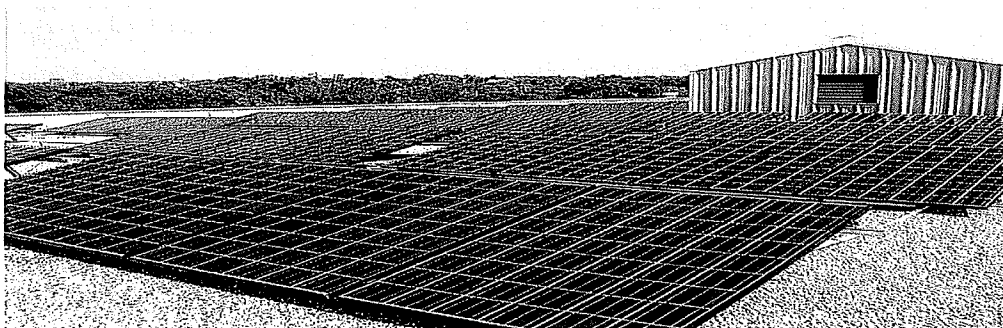
SRE has the comprehensive services of just one company, with single-point accountability and expert leadership, from the inception to completion of each project.

Project Examples and References

Project Experience: City of Austin

REFERENCE PROJECT	60.2 kW Multi-Site Solar Photovoltaic Systems		
TYPE OF CONTRACT	Solar Photovoltaic Design and Installation		
CONTACT PERSON	Allison Von Stein		
PROJECT MANAGER	Jordan Fruge and Robert Gronberg		
GOVERNMENT AGENCY	The City of Austin		
TELEPHONE NUMBER	512-974-7217		
LOCATIONS	<p>Far South Health Center, 405 West Stassney Lane Austin, TX 78745</p> <p>Fire Station #27, 6600 Beckett Rd., Austin TX 78749</p> <p>Service Center #5, 748 E. 8th St., Austin TX 78701</p> <p>Service Center #6, 1184 Hargrave St., Austin TX 78702</p> <p>St. John's Center 928 Blackson Ave. Austin TX 78752</p>		

BRIEF DESCRIPTION OF PROJECT: There were five installations ranging from 3.2 kW – 24 kW with a total of 60 kW installed. This prevents 120,000 pounds of carbon dioxide emissions per year across five systems. Each of these five different projects with the City of Austin has its own distinct requirements, and testifies to the diversity of our project competencies. Projects include a fire station, a health center and three other city buildings.



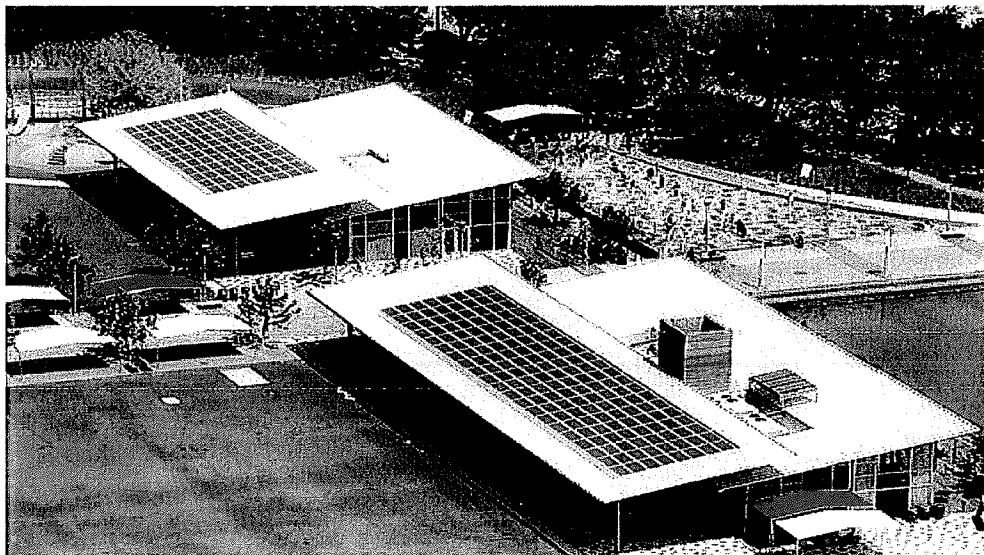
Project Experience: Discovery Green

REFERENCE PROJECT NAME	Discovery Green – City of Houston		
TYPE OF CONTRACT	Solar Photovoltaic Design and Installation		
CONTRACT NUMBER	PCS0044		
LOCATION	BUILDING ADDRESS	Discovery Green Park – City of Houston	
	CITY	STATE	Texas
CONTACT PERSON	Guy Hagstette, Park Supervisor		
PROJECT MANAGER	Jordan Fruge and Robert Gronberg		
COMPANY NAME OR GOVERNMENT AGENCY	Discovery Green Park, The City of Houston		
TELEPHONE NUMBER	713.528.3569		

BRIEF DESCRIPTION OF PROJECT:

The City of Houston recently built Discovery Green Park in the center of downtown to act as a model for green building. The facility hosts thousands of visitors a year, and on top of each of the two large buildings a flush mounted solar photovoltaic system has been installed. The 49 kW grid-tied solar photovoltaic system was designed to blend in with the standing metal seam roof, and has a monitoring system that displays the system’s electricity and environmental attribute production for all park visitors. Each of the 256 solar photovoltaic panels were installed to be entirely flush with the roof of two verandas. The system was accompanied by a remote monitoring system, designed to keep track of the system’s production over time. All electrical connections between the solar modules and inverters was handled by Standard Renewable Energy, and upon completion, the system was tested to ensure optimal performance.

The project was installed under budget and ahead of schedule.



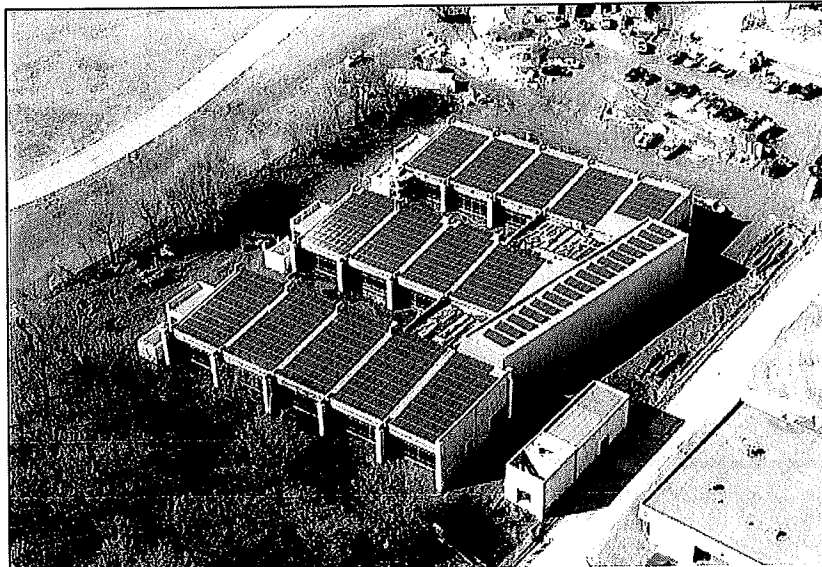
Project Experience: Tarrant Regional Water District

REFERENCE PROJECT NAME	Tarrant Regional Water District PV		
TYPE OF CONTRACT	Solar Photovoltaic Design and Installation		
CONTRACT NUMBER	PCS0526		
LOCATION	BUILDING	Water Treatment Facility	
	ADDRESS	808 East North side	
	CITY	Fort Worth	STATE Texas
CONTACT PERSON	Laura Blaylock, Purchasing		
PROJECT MANAGER	David McCaulley		
COMPANY NAME OR GOVERNMENT AGENCY	Tarrant Regional Water District		
TELEPHONE NUMBER	817.626.0400 x269		

BRIEF DESCRIPTION OF PROJECT:

In 2008, Standard Renewable Energy built the largest solar photovoltaic system in Texas (at the time) atop Tarrant Regional Water District's newest building. The 238 kW grid-tied system was designed to maximize production, thereby offsetting water treatment operations which are very energy intensive.

A custom photovoltaic electricity production monitoring system was integrated into the project to afford Tarrant Regional Water District a level of visibility with their system's production. Unfortunately, an architect designed a system for Tarrant County that was not optimal, so Standard Renewable Energy worked closely with the county and the architecture firm to fix the issue, thereby delivering the most appropriate solar system for the site. The project was completed on time and on budget.

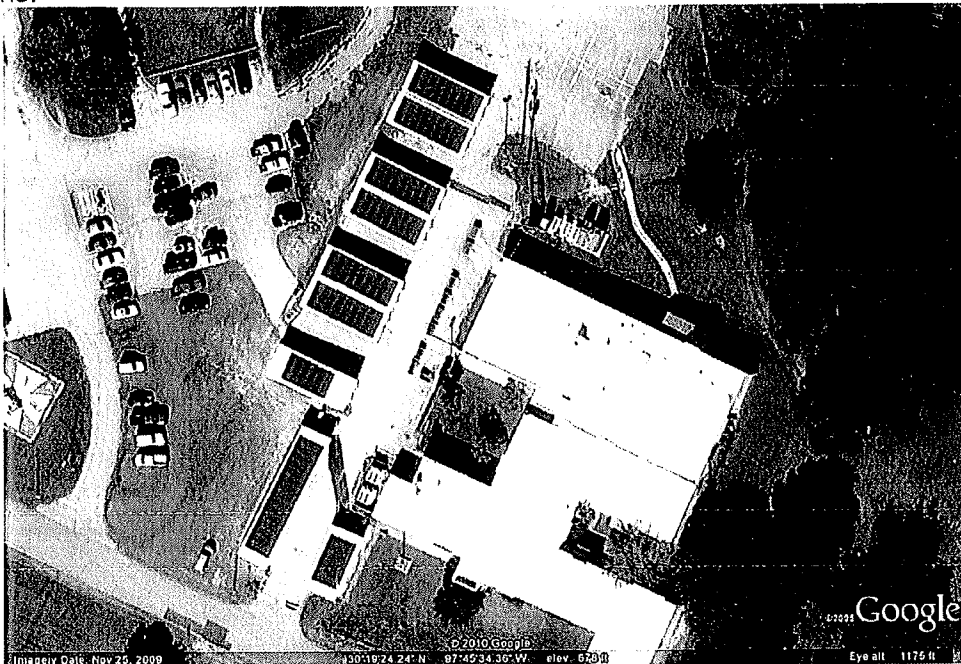


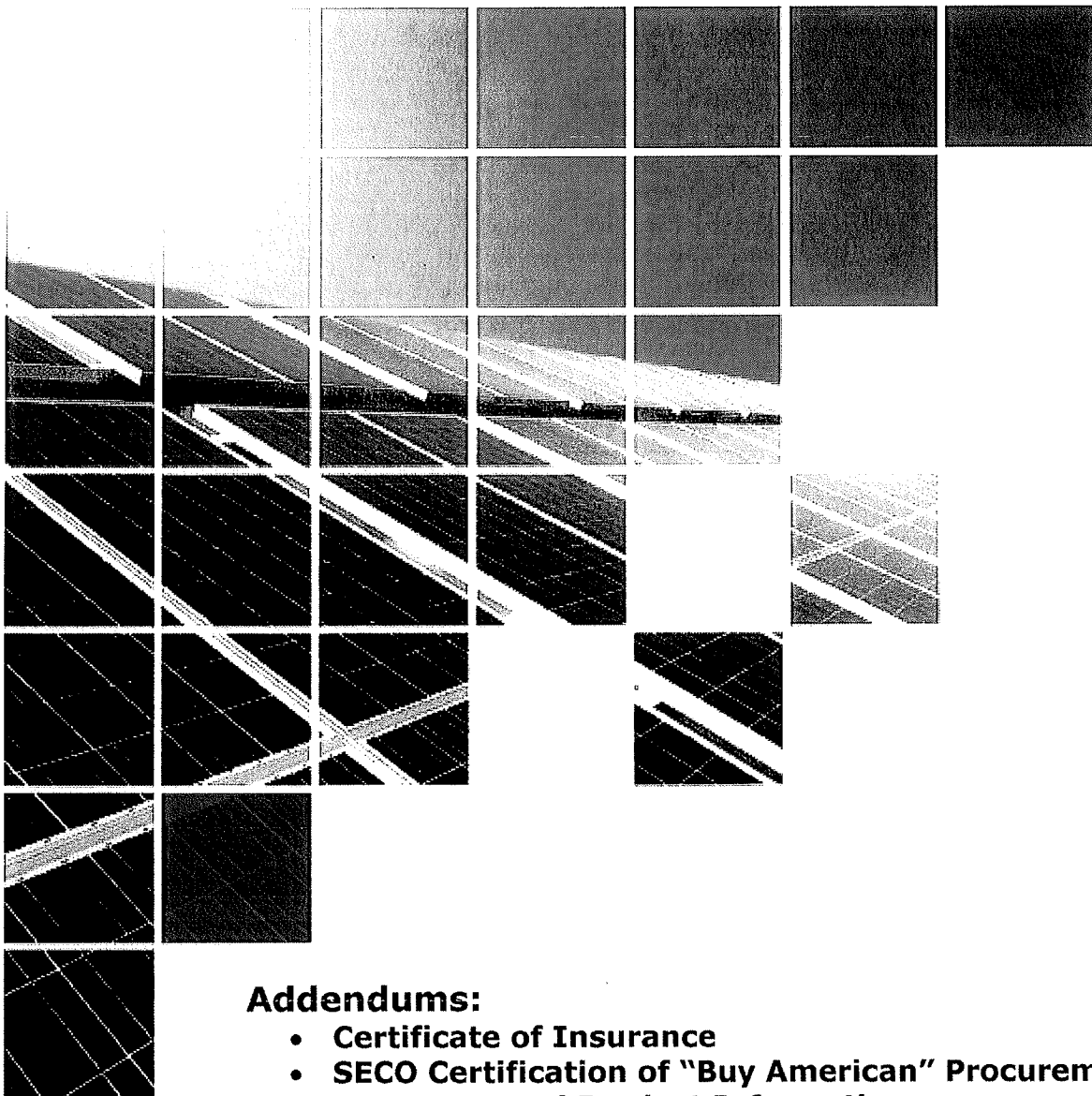
Project Experience: Texas National Guard

REFERENCE PROJECT NAME	Texas National Guard		
TYPE OF CONTRACT	Solar Photovoltaic Design and Installation		
CONTRACT NUMBER			
LOCATION	Rooftop and Carport		
BUILDING ADDRESS			
CITY	Austin and San Antonio	STATE	Texas
CONTACT PERSON	Ted Wilson		
PROJECT MANAGER	Michael Christie		
COMPANY NAME OR GOVERNMENT AGENCY	Texas National Guard		
TELEPHONE NUMBER	512-782-6212		

BRIEF DESCRIPTION OF PROJECT:

Standard Renewable Energy designed, installed and commissioned four solar photovoltaic systems for the Texas Army National Guard in Austin and San Antonio. The projects ranged from 26kW to 83kW systems that totaled 198kW to include one carport structure. The 198kW grid-tied systems were designed to maximize production at each location—thereby offsetting energy intensive systems. The project was completed on time and within budget. These arrays complied with all applicable federal, state, interstate, and local laws and regulations.





Addendums:

- **Certificate of Insurance**
- **SECO Certification of "Buy American" Procurement**
- **Insurance and Product Information**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2010

PRODUCER John L. Wortham & Son, L.P. 2727 Allen Parkway Houston, TX 77019 713-526-3366	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Standard Renewable Energy, LP 55 Waugh Dr., Suite 800 Houston TX 77007	INSURER A: Hartford Fire Insurance Company	19682
	INSURER B: Twin City Fire Insurance Company	29459
	INSURER C: Hartford Casualty Insurance Company	29424
	INSURER D: Insurance Company of State of Pennsylvania	19429
	INSURER E: United States Fire Insurance Company	21113

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR (ADD'L LTR INSR)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	61UENIT0638	1/25/2010	1/25/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	61UENIT0638	1/25/2010	1/25/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
C	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	61RHUIT9272	1/25/2010	1/25/2011	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y / N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	0999026 0999027 (Ins. Co. of State of PA) - CA	1/25/2010 1/25/2010	1/25/2011 1/25/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	OTHER Excess Liability	5520135258	1/25/2010	1/25/2011	\$15,000,000 Occurrence \$15,000,000 Aggregate Excess of \$10,000,000 shown above

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

01 Master

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John L. Wortham & Son, L

John L. Wortham & Son, L

CERTIFICATION OF "BUY AMERICAN" PROCUREMENT



Certification of "Buy American" Procurement

Contract Number _____

Project Name

City of Rugerville
EECBG RECREATION
Center Solar Panel

I do hereby certify as to the following:

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the Owner's bid solicitation and the provisions of ARRA Section 1605 and OMB regulations, Code of Federal Regulations, Volume 2, Part 176 the Bidder/Vendor certifies that this bid/procurement reflects the Bidder/Vendor's best, good faith effort to identify domestic sources of Iron, Steel, and Manufactured goods for every component contained in the bid solicitation/procurement where such American-made components are available on the schedule of values and consistent with the deadlines prescribed in or required by the bid solicitation/procurement.
2. Verification of U.S. Production: The Bidder/Vendor certifies that all components contained in the bid solicitation/procurement that are American-made have been so identified, and if this bid/procurement is accepted, the Bidder/Vendor agrees that it will provide reasonable, sufficient, and timely verification to the Owner of the U.S. production of each component so identified.
3. Documentation Regarding Non-American made Iron, Steel, or Manufactured Goods: The Bidder/Vendor certifies that for any component or components that are not American-made and are so identified in this bid/procurement, the Bidder/Vendor has included in or attached to this bid/procurement one or both of the following, as applicable:
 - a. Identification of and citation to a categorical waiver published by the U.S. Department of Energy in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components.
 - b. Verifiable documentation sufficient to the Owner, as required in the bid solicitation or otherwise, that the Bidder/Vendor has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation/procurement.
4. Information and Detailed Justification Regarding Non-American made Iron, Steel, or Manufactured Goods: The Bidder/Vendor certifies that for any such component or components that are not so available, the Bidder/Vendor has also provided in or attached to this bid/procurement information, including but not limited to the verifiable documentation



and a full description of the bidder/vendor's efforts to secure any such American-made component or components, that the Bidder/Vendor believes is sufficient to provide and as far as possible constitutes the detailed justification required for a waiver under section 1605 with respect to such component or components. The Bidder/Vendor further agrees that, if this bid/procurement is accepted, it will assist the Owner in amending, supplementing, or further supporting such information as required by the Owner to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

Standard Renewable Energy
Contractor Name (printed or typed)

Rob McPherson
Name of Authorized Official (printed or typed)

Area Manager
Title (printed or typed)

[Signature]
Signature of Authorized Official

7/23/10
Date

* Sub-recipients may use the following certification to be included in the bid packet and returned by prospective bidders with their bids.

** Please maintain this form on file.

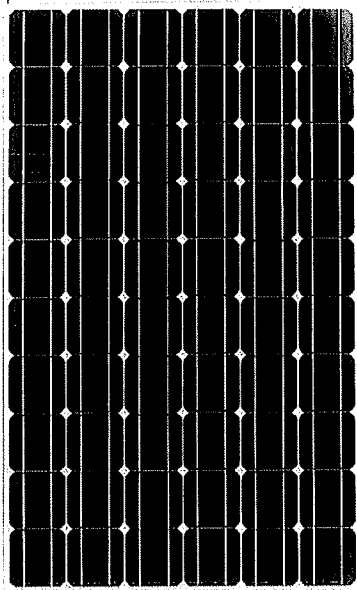
SHARP®

solar electricity

240 WATT

MULTI-PURPOSE MODULE

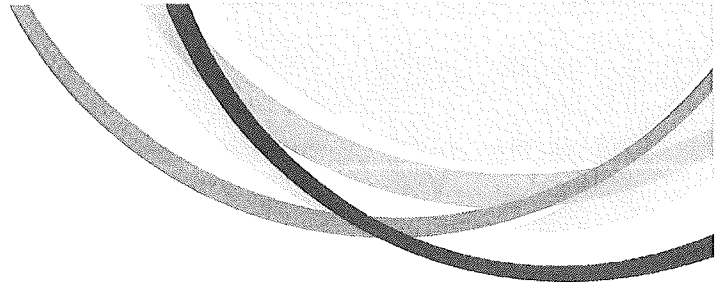
NEC 2008 Compliant



NU-U240F1

MULTI-PURPOSE 240 WATT
MODULE FROM THE WORLD'S
TRUSTED SOURCE FOR SOLAR.

Using the latest technology, made possible by nearly 50 years of proprietary research and development, Sharp's NU-U240F1 solar module is designed for an advanced cell surface coating process to increase light absorption and improve efficiency. This innovative application is suitable for commercial and residential photovoltaic systems, as well as ground-mounted arrays designed for high land and agricultural applications. Sharp's proven reliability and performance are supported by our 25-year limited warranty on power output.



Sharp's most powerful commercial module manufactured today.

ENGINEERING EXCELLENCE

High module efficiency for an outstanding balance of size and weight to cover and performance.

DURABLE

Tempered glass EVA lamination and weatherproof backsheet provide long-life and enhanced cell performance.

RELIABLE

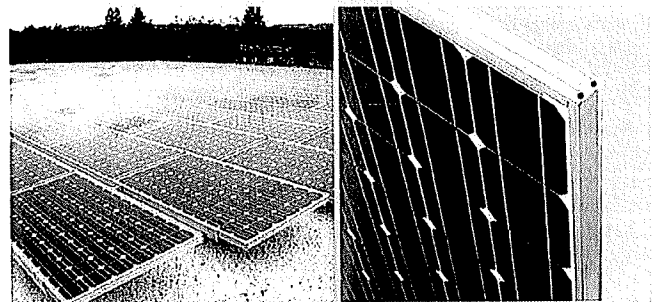
25-year limited warranty on power output.

HIGH PERFORMANCE

This module uses an advanced solar cell surface texturing process to increase light absorption and improve efficiency.

INNOVATIVE

156 mm pseudo-square monocrystalline solar cells provide high power output. Ideal for large commercial rooftops where space is a premium.



The NU-U240F1 offers industry-leading performance for a variety of applications.

Improved Frame Technology

SHARP: THE NAME TO TRUST

When you choose Sharp, you get more than well-engineered products. You also get Sharp's proven reliability, outstanding customer service and the assurance of our 25-year limited warranty on power output. A global leader in solar electricity, Sharp powers more homes and businesses than any other solar manufacturer worldwide.

BECOME POWERFUL

SHARP®

solar electricity

Sharp Electronics Corporation
Solar Energy Solutions Group
5901 Bolsa Ave
Huntington Beach, CA 92647
Email: GovtInfo@Sharpusa.com
Web: www.sharpusa.com/solar

May 5, 2010

Manufacturer's Certification – Sharp Photovoltaic Modules

This certification applies to the following models of Sharp solar modules that have been manufactured in the United States, at Sharp Manufacturing Company of America (SMCA) located in Memphis, TN.

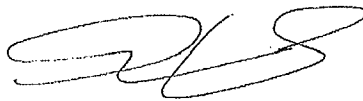
Models: NUU230F3, NUU235F3, NUU235F1, NUU240F1, NDU230C1, NDU224C1, ND224UC1, ND216UC1, NT175UC1, ND198UC1, ND176UC1, ND130UJF, ND123UJF, NE170UC1, NE165UC1

It is hereby certified that the above referenced modules:

1. Qualify as photovoltaic devices which use solar energy to generate electricity and qualify under the Internal Revenue Code: Section 25D, as "Qualified Solar Electric Property" and Section 48 "energy property" which may be eligible for an energy credit.
2. Are manufactured in an **IBEW** union operated factory.
3. Meet the provisions of the **Buy American Act**.
4. Meet the provisions of the **American Recovery and Reinvestment Act (ARRA)**.
5. Comply with **FAR sections 52.225-21 - 52.225-24 & 52.225-5** under the U.S. Trade Agreement Act.
6. Are manufactured in an ISO 9001:2000 certified factory (Quality Management System).
7. Are manufactured in an ISO 14001:2004 certified factory (Environmental Management System).
8. Meet or exceed the UL 1703 requirements and are listed with the Underwriters Laboratories.

Under penalty of perjury, I declare that I have examined this certification statement, and to the best of my knowledge and belief, the facts presented are true, correct and complete.

Sincerely,



Alexander Pellerito, Jr.
Associate General Counsel – Trade Relations



- > **UL 1741/IEEE-1547 compliant**
- > **10 year standard warranty**
- > **Highest CEC efficiency in its class**
- > **Integrated load-break rated DC disconnect switch**
- > **Integrated fused series string combiner**
- > **Sealed electronics enclosure & Opticool™**
- > **Comprehensive SMA communications and data collection options**
- > **Ideal for residential or commercial applications**
- > **Sunny Tower compatible**



SUNNY BOY 5000US / 6000US / 7000US

The best in their class

Our US series inverters utilize our latest technology and are designed specifically to meet IEEE-1547 requirements. Sunny Boy 6000US and Sunny Boy 7000US are also compatible with the Sunny Tower. Increased efficiency means better performance and shorter payback periods. All three models are field-configurable for positive ground systems making them more versatile than ever. With over 750,000 fielded units, Sunny Boy is the benchmark for PV inverter performance and reliability throughout the world.





SMA America, LLC
4031 Alvis Court
Rocklin, CA 95677-4011
Tel.: +1 916 625 0870
Fax: +1 916 625 0871
E-Mail: info@SMA-America.com
Internet: www.SMA-America.com

Press Release

SMA America, LLC

SMA America Delivers ARRA Compliant Sunny Boy Solar Inverters Products from Denver Manufacturing Facility Now Meet "Buy American" Requirements

ROCKLIN, Calif., May 25, 2010—SMA America, the U.S.-based subsidiary of global solar technology leader SMA Solar Technology AG, has announced the availability of select Sunny Boy solar inverters for projects requiring compliance with the "Buy American" clause in the American Reconstruction and Reinvestment Act of 2009 (ARRA). The ARRA compliant solar inverters are available for immediate shipment.



Currently, all Sunny Boy models assembled in Denver, which include solar inverters ranging from 3,000 to 7,000 watts, are ARRA compliant.

A range of additional products will also be produced at SMA's Denver, Colo. site in the coming months and will meet the guidelines established under the Buy American clause.

During this transitional period, a portion of Sunny Boy solar inverters for the North American market will continue to be manufactured at SMA's award winning production site in Kassel, Germany. The domestically assembled, ARRA compliant solar inverters will be specially designated by a unique label. Installers and project developers requiring these specific inverters should contact their local distributors for ordering information.

"SMA is known for its innovative European design and manufacturing," said Jurgen Krehnke, president and general manager of SMA America. "With production in Denver, SMA has now paired German engineering with American assembly, setting an example for solar manufacturing in the U.S. while creating more than 700 domestic jobs."

(More)



ABOUT PROFESSIONAL SOLAR PRODUCTS

Professional Solar Products (ProSolar) is the original patent holding U.S. manufacturer of the RoofTrac® "Top-Down" solar mounting system.

ProSolar provides the best value to the solar industry in terms of quality, price, and service. ProSolar is preferred by all major U.S. installation companies.

ProSolar has been manufacturing solar equipment for over 20 years, longer than any other PV mounting manufacturer.

ProSolar has re-invested in the company infrastructure and is positioned to beat any manufacturer's quality, price, and service.

ProSolar works with all major solar manufacturers to ensure systems are fully engineered and tested. This has resulted in zero product failures, even through Florida hurricanes and major California earthquakes. No other manufacturer can make this claim.

ProSolar is based in Southern California and all products are made in the U.S. by U.S. workers, ensuring long-term product quality and safety.

ProSolar is an advocate of strong intellectual property (patents, copyrights, etc.) rights and vigorously enforces these rights against those who infringe on company patents, trademarks, and copyrighted materials.

EXHIBIT C

[see following pages]



Solar PV Incentive Program Project Pre-Application Form

6/3/10

Service Providers may use this form to apply for incentive funds from Oncor's Take a Load Off Texas Solar PV Program. This form must be used with the latest version of Adobe Reader (available at <http://get.adobe.com/reader>). Submit this form electronically to opvapps@frontierassoc.com with "PPAF - [CUSTOMER LAST NAME], [CITY]" in the subject line. Please send application materials as one package, not in separate emails, unless explicitly directed to do so by program staff. Due to the high volume of applications being processed, application materials received separately may cause your application to be delayed or deemed incomplete. If you need to fax a copy of the signed signature page only, send it to (512) 669-5624. For questions please contact the Program Manager.

1. Service Provider Identification (Who is submitting this form to request funding for the project?)

Service Provider Name: Self Reliant Solar
Service Provider Contact Email For This Project: _____
Electrical Contractor Who Will Offer, Perform and Permit Electrical Work for this Project:
Company Name: Self Reliant Solar License #: 26951

2. Customer Information (Who pays the electric bill at the proposed installation address listed in 3, below?)

Customer First Name: _____ Last Name: _____
Title: _____
Company Name (if applicable): City of Pflugerville
Customer Address Line 1: _____
Customer Address Line 2: 100 E Main St Ste 400
City: Pflugerville State: TX Zip Code: 78660
Daytime Phone Number: _____ Fax: _____
Email: _____

3. System Owner (Who will own the system once it is installed?)

Check here if this information is same as #1, here if same as #2, and skip to next section.

Owner Company Name: _____
Owner Contact Person: _____
Owner Address Line 1: _____
Owner Address Line 2: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ Fax: _____
Email: _____

4. Installation Address (What is the service address where the system will be installed/interconnected?)

Interconnected Meter ESI-ID (not meter number): _____
 Check here if this information is the same as #2, here if same as #3, and skip to the next section.
Company Name (if applicable): City of Pflugerville
Contact Person: _____
Address Line 1: 400 Immanuel
Address Line 2: _____
City: Pflugerville State: TX Zip Code: 78691
Daytime Phone Number: _____ Fax: _____
Email: _____

Take A Load Off, Texas[®] is provided by Oncor Electric Delivery LLC as part of the company's commitment to reduce energy consumption and demand. Frontier Associates and Clean Energy Associates implement the Photovoltaic Program as an independent contractor. For more information, visit www.takealoadofftexas.com.



Project Pre-Application Form

5. Site Information

Annual electric consumption at installation location:

_____ (kWh/yr) estimated actual (from bills).

Annual electric consumption should be calculated from a property's electric bill. If consumption data is not available, annual consumption can be estimated as described by the Department of Energy at http://www.energysavers.gov/your_home/appliances/index.cfm/mytopic=10040.

There is an existing PV system at this site. Capacity:

23.04 _____ (kWdc, to 3 decimal places)

6. Proposed New Installation

Customer class: Residential Commercial, Non-Profit or Government

Mounting Type: Roof Ground Pole/other

Construction Type: New construction Existing construction

Permanently affixed to structure: Yes No

Proposed system capacity: 23.040 _____ (kWdc, to 3 decimal places)

Proposed construction start date: _____ Completion date: _____

Solar PV Module Information by Array

Manufacturer	Model	Watts (dc-stc)	# of Modules	Tilt (flat mount = 0 degrees; vertical mount = 90 degrees)	Orientation (180 degrees = true south)	Estimated Shading (%)
Sharp	NU-U246	240	96			

List as separate arrays modules of a different make/model and/or differences in tilt or orientation greater than 5 degrees. PV Watts print outs must be submitted for each array.

Array Tracking Type: Fixed Single-axis Dual-axis

Inverter Information

Manufacturer	Model	AC Rating (kWac)	# of Inverters
SMA	SB7000US	7	3

Does the installation have a backup battery? Yes No If yes, what size? _____ (Amp-hour)

Estimated Annual Energy Production

A. _____ (kWh/yr, **proposed** system in PVWatts v1 @ proposed tilt/orientation, using appropriate factor to account for shading)

B. _____ (kWh/yr, **reference** system in PVWatts v1 @ nearest location, latitude tilt/due south, no shading)

C. A / B = _____ (must be greater than 0.80 or 80%)

Project Pre-Application Form

7. Customer Cost and Incentive Reservation Request

Total installation price: \$ 93390.00

Total installation price (without battery): \$ _____

Amount due from customer on project completion: \$ 93390.00

8. Incentive Calculation

Residential projects:

kW eligible for incentive (may be less than total system capacity, see program guidebook for more information):

_____ (kWdc, to 3 decimal places)

x \$2.25/watt

x 1000 watts/kW

= \$ _____

Non-Residential (Commercial, non-profit or government projects):

kW eligible for incentive (may be less than total system capacity, see program guidebook for more information):

23.04 (kWdc, to 3 decimal places)

x \$1.75/watt

x 1000 watts/kW

= \$ 40320

9. Incentive Recipient (To whom should we direct the incentive payment?)

Check here if same as #1, here if same as #2, here if same as #3, skip to next section

Recipient Name: _____

Recipient Company Name (if applicable): _____

If business: Tax ID#: _____

Recipient Address Line 1: _____

Recipient Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax: _____

Email: _____

10. Additional Information Attached

PVWatts version 1 estimate of annual energy production for **proposed** system (from Estimated Annual Energy Production section, part A)

Copy of recent customer electric bill for installation location

Copy of signed customer contract (for public projects this contract must be signed by an official with budgetary authority who is authorized to commit the entity to the project and must be supplemented with documents demonstrating funding availability and appropriate authorization for the proposed project)

W-9 attached (for incentive recipient **and** businesses installing commercial projects)

Project Pre-Application Form

11. Service Provider Signature

Service Provider hereby attests that all information provided on this form is truthful and accurate, that the proposed system meets all program requirements, that the installation will be conducted in accordance with all program requirements and in a professional manner, and that installation will be completed within the applicable incentive reservation period.

Signature of Authorized Officer Printed Name Title Date

12. Customer Signature

The undersigned (hereinafter "Customer") is an electric delivery customer of Oncor Electric Delivery Company LLC ("Oncor"), and has submitted to participate in the Take a Load Off, Solar PV Program (the "Program") offered by Oncor and implemented by Frontier Associates and Clean Energy Associates ("Implementer"). In consideration of participation in the Program, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Customer hereby agrees as follows:

- That Customer hereby attests to their intent to purchase and install the proposed system described in this pre-application within the applicable incentive reservation period contingent upon approval of this incentive reservation request. Customer understands and accepts that Oncor reserves the right to claim all renewable energy credits or other environmental credits associated with projects receiving Oncor incentives under this program.
- THAT CUSTOMER HEREBY ATTESTS THAT THE INSTALLATION WILL BE PERMANENT AND THE CUSTOMER'S INTENT IS THAT THE PROPOSED SOLAR ENERGY SYSTEM WILL REMAIN INSTALLED AT THE PROPOSED INSTALLATION LOCATION FOR THE EXPECTED SYSTEM LIFE.
- That the submission of an application by Customer to participate in the Program does not guarantee receipt of incentives unless the Program guidelines have been met. Program specific roles, responsibilities, requirements, policies and guidelines are subject to change and are covered in the latest version of the Take A Load Off, Texas Solar PV Program Guidebook.
- That incentives associated with the Program are only for energy efficiency measures installed at the Customer site(s) that receive service from Oncor, as evidenced by an Electric Service Identifier (ESI ID) number, and that Oncor may withhold incentive payments committed to the Customer if the project site is proven to not receive service from Oncor.
- That the incentive will only be paid to the Customer after receipt of post-project documentation and verification.
- That, while Oncor is offering and providing incentive payments to the Customer based on the energy efficiency project, Oncor is not supervising the work performed for the Customer and is not responsible in any way for proper completion of that work or proper performance of any equipment purchased. Oncor is simply providing funding to assist Customer in implementing energy efficiency savings and/or energy generation measures. Oncor does not guarantee any results by its approval of the Customer Participation Agreement, payment of incentives, or by any other of its actions.
- That Oncor may include a description of this project, including the Customer's name, organization name, or companies name (if applicable), services provided, project cost and energy savings and/or generation, in reports, studies, and other documentation required by Oncor, the Public Utility Commission of Texas, and Texas Legislature. Oncor will treat all other information gathered in evaluations as confidential and report it only in the aggregate.
- That Oncor is not responsible for any tax liability imposed on the Customer as a result of payment of the incentives and the Customer should consult a tax attorney to determine any potential tax liabilities as a result of receiving incentives for energy efficiency savings and/or energy generation measures. Oncor is not providing tax advice, and any communication by Oncor is not intended or written and cannot be used for the purpose of avoiding penalties under the Internal Revenue Code.
- That, in the event of a dispute between the Customer and Service Provider (the contractor qualified to participate in the Program) or the Program Implementer, the Customer may file a complaint with

Project Pre-Application Form

the Public Utility Commission of Texas concerning the Service Provider and/or Program Implementer and that Oncor will play no such role in resolving such dispute.

- To provide Oncor, Implementer, and/or Service Provider with access to and/or copies of the Customer's utility bills, project documentation, all invoices related to the purchase and installation of the energy efficiency measure, and technical and cost information related to or arising from the project or its participation the Program.
- To provide any Service Provider or independent measurement and verification person selected by Oncor or the Public Utility Commission of Texas, upon three (3) days' prior verbal notice, with full and complete access to the Customer project site for any purpose related to, or arising from, the Program.
- Customer shall not use the Oncor or Take a Load Off, Texas trademarks without written approval by Oncor.
- Customer shall not communicate with the media about the Program without written authorization and coordination with Implementer and Oncor.
- THAT ANY REVIEW, INSPECTION, OR ACCEPTANCE BY ONCOR OF THE PROJECT SITE, PROJECT, OR THE DESIGN, CONSTRUCTION, INSTALLATION, OPERATION OR MAINTENANCE OF THE MEASURES IS SOLELY FOR THE INFORMATION FOR THE INFORMATION OF ONCOR AND THAT, IN PERFORMING ANY SUCH INSPECTION OR REVIEW OR IN ACCEPTING THE MEASURES, ONCOR MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTY OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO THE ECONOMIC OR TECHNICAL FEASIBILITY, CAPABILITY, SAFETY OR RELIABILITY OF THE MEASURES, THEIR INSTALLATION BY A CONTRACTOR OR THEIR COMPATIBILITY WITH THE CUSTOMER'S FACILITIES.
- THAT CUSTOMER, TO THE EXTENT ALLOWED BY LAW, AGREES TO INDEMNIFY ONCOR AND ITS AGENTS, AND EMPLOYEES AGAINST ALL LOSSES, EXPENSES, DAMAGES, ATTORNEYS' FEES, JUDGEMENTS, COSTS, AND LEGAL LIABILITY (COLLECTIVELY REFERRED TO HEREIN AS "CLAIMS") RELATED TO: 1) INJURY OR DEATH OF PERSONS; 2) DAMAGE TO PROPERTY OR NATURAL RESOURCES; 3) VIOLATION OF ANY LOCAL, STATE, OR FEDERAL LAW OR REGULATION INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL AND HEALTH AND SAFETY LAWS OR REGULATIONS; 4) STRICT LIABILITY IMPOSED BY ANY LAW OR REGULATION; 5) EQUIPMENT MALFUNCTIONS; OR 6) ENERGY SAVINGS SHORTFALLS ARISING OUT OF RELATED TO, OR IN ANY WAY CONNECTED WITH THE PROJECT, REGARDLESS OF ANY STRICT LIABILITY OR NEGLIGENCE OF ONCOR OR SERVICE PROVIDER, WHETHER ACTIVE OR PASSIVE, EXCEPTING ONLY SUCH CLAIMS AS MAY BE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ONCOR AND THAT RESULT FROM ONCOR'S ACCEPTANCE OF PROJECT FOR PARTICIPATION IN THE PROGRAM

This Participation Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The parties agree that the proper venue and jurisdiction for any cause of action relating to this Participation Agreement will be Dallas County, Texas, unless such cause of action is within the jurisdiction of the Public Utility Commission of Texas ("PUCT"), in which case proper venue and jurisdiction will be at the PUCT.

Customer Signature (Authorized Officer) Printed Name

Title (if applicable)

Company (if applicable)

Date

**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**

6.3 Agreements and Forms
Applicable: Entire Certified Service Area
Effective Date: September 17, 2009

Sheet: 3
Page 1 of 2
Revision: One

6.3.3 Application for Interconnection and Parallel Operation of Distributed Generation with the Utility System

Return Completed Application to:

Oncor Electric Delivery Company LLC
Attention: Distributed Resource Specialist
1601 Bryan Street
Dallas, TX 75201-3411

Customer's Name: _____

Mailing Address: _____

Contact Person: _____

Telephone Number and email address: _____

Service Point Address: _____

Information Prepared and Submitted By: _____

(Name and Address) _____

Signature _____

The following information shall be supplied by the Customer or Customer's designated representative. All applicable items must be accurately completed in order that the Customer's generating facilities may be effectively evaluated by Company for interconnection with the utility system.

GENERATOR

Number of Units: _____

Manufacturer: _____

Type (Synchronous, Induction, or Inverter): _____

Fuel Source Type (Solar, Natural Gas, Wind, etc.): _____

Kilowatt Rating (95 F at location) _____

Kilovolt-Ampere Rating (95 F at location): _____

Power Factor: _____

Voltage Rating: _____

Ampere Rating: _____

Number of Phases: _____

Frequency: _____

Do you plan to export power: _____ Yes _____ No

If Yes, maximum amount expected: _____

Pre-Certification Label or Type Number _____

Expected Energizing and Start-up Date: _____

Normal Operation of Interconnection: (examples: provide power to meet base load, demand management, standby, back-up, other (please describe)) _____

One-line diagram attached: _____ Yes

Has the generator Manufacturer supplied its dynamic modeling values to the Host Utility? _____ Yes
[Note: Requires a Yes for complete application. For Pre-Certified Equipment answer is Yes.]

**Form for Metal Delivery Service
Oncor Electric Delivery Company LLC**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: September 17, 2009

Sheet: 3
Page 2 of 2
Revision: One

Layout sketch showing lockable, "visible" disconnect device: _____ Yes

Authorized Release of Information List

By signing this Application in the space provided below, Customer authorizes Oncor to release Customer's proprietary information to the following persons:

	Name	Phone Number	E-Mail Address
Owner / Customer			
Project Manager			
Electrical Contractor			
Consultant			

If Customer does not sign this Application, then Customer must authorize Oncor to release Customer's proprietary information to consultant or contractor. For residential Customers, that authorization may be provided in an e-mail communication or in hard copy. For commercial Customers, that authorization must be made on the Customer's business letterhead.

[CUSTOMER NAME]

BY: _____

TITLE: _____

DATE: _____

