

CITY OF MADISON

REQUEST FOR BIDS



RFB #: 15056-0-2026-TJ

Title: PV Module Hail Replacement

City Agency: Engineering

Due Date: Tuesday, September 01, 2026
2:00 PM CST

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1 NOTICE TO BIDDERS

1.1 Summary

The City of Madison Engineering ("City") is soliciting Bids from qualified vendors for PV Module Hail Replacement. Vendors submitting Bids ("Bidders") are required to read this Request for Bids ("RFB") in its entirety and follow the instructions contained herein.

1.2 Important Dates

Deliver Bids no later than the due time and date indicated below. The City will reject late Bids:

Issue Date: Tuesday, August 18, 2026
Questions Due Date: Monday, August 24, 2026
Answers Posted Date: Wednesday, August 26, 2026
Due Date: Tuesday, September 01, 2026, 2:00 PM CST

1.3 Format

The City will not consider illegible Bids.

Elaborate Bids (i.e., expensive artwork) beyond that sufficient to present a complete and effective Bid, are not necessary or desired.

The City is requesting bids in the following format: Electronic. Electronic versions less than 20MB should be emailed to the address in section 1.5.

Complete and return Forms A through E to City of Madison Purchasing Services by Tuesday, September 01, 2026, 2:00 PM CST.

1.4 Labeling

All Bids must be clearly labeled:	Bidder's Name and Address
	RFB #: 15056-0-2026-TJ
	Title: PV Module Hail Replacement
	Due: Tuesday, September 01, 2026, 2:00 PM CST

All email correspondence must include RFB #15056-0-2026-TJ in the subject line.

1.5 Delivery of Bids

Delivery of electronic copy to: via email to bids@cityofmadison.com

Bids must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.

Note: When mailing your response via a third party delivery service, the outside of the packaging MUST be clearly marked with the RFB name and number. This ensures that the bid can be delivered to the correct purchasing agent without having to open the bid.

1.6 Appendix A: Standard Terms & Conditions

Bidders are responsible for reviewing Appendix A, the Standard Terms and Conditions, prior to submission of their bids. Appendix A applies to the submission of bids and in the absence of a signed

contract becomes part of the contract terms. Part I of Appendix A provides legal terms relevant only to the submission of bids. Part II of Appendix A provides legal terms that would apply *only in the absence of a signed contract*.

1.7 Appendix B: Sample Contract for Purchase of Services

Bidders are responsible for reviewing Appendix B, Sample Contract, prior to submission of their bid. A contract in the form of Appendix B will serve as the basis of the contract resulting from this RFP. The resulting contract will control over any different legal terms in this RFP, Appendix A, the proposal, etc. **By submitting a proposal, Bidders affirm their willingness to enter into a contract containing the terms found in Appendix B.** While the City strives to provide the most appropriate sample contract for this RFP, the City reserves the right to modify the sample form for any resulting contract. The City does not negotiate legal terms prior to award.

1.8 Affirmative Action Notice

If Contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more for the calendar year in which the PO and/or Contract is in effect, Contractor shall file, within thirty (30) days from the PO/Contract effective date and BEFORE RELEASE OF PAYMENT, an Affirmative Action Plan designed to ensure that the Contractor provides equal employment opportunity to all and takes affirmative action in its utilization of applicants and employees who are women, minorities and/or persons with disabilities. A sample affirmative action plan, Request for Exemption forms, and instructions are available at: www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers/forms or by contacting a Contract Compliance Specialist at the City of Madison Affirmative Action Division at (608) 266-4910. Vendors must register for an account to complete the required forms online, here: <https://elam.cityofmadison.com/citizenaccess>

Contractor shall also allow maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this PO/Contract.

Job postings: All contractors who employ 15 or more employees (regardless of the dollar amount of this contract or their annual aggregate business with the City) must notify the City of all external job openings at locations in Dane County, Wisconsin, and agree to interview candidates referred by the City or its designated organization. Job posting information is available at: <http://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program>. Instructions for contractors: http://www.cityofmadison.com/civil-rights/documents/RaISE_Job_Posting_Instructions.pdf

The complete set of Affirmative Action requirements for this purchase can be found in **paragraph 20 of Appendix A – Standard Terms and Conditions** and, in **Section 13 of Appendix B – Sample Contract for Purchase of Services**.

1.9 Multiple Bids

Multiple Bids from Bidders are permitted; however, each must fully conform to the requirements for submission. Bidders must sequentially label (e.g., Bid #1, Bid #2) and separately package each Bid. Bidders may submit alternate pricing schemes without having to submit multiple Bids.

1.10 City of Madison Contact Information

The City of Madison
Engineering is the procuring
agency:

William McMahon
City of Madison Engineering
PH: (608) 261-9654
wmcmahon@cityofmadison.com

The City of Madison
Purchasing Services
administers the procurement
function:

Tammy Jones
Purchasing Services
City-County Bldg, Room 407
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703-3346
PH: (608) 608-266-4521
bids@cityofmadison.com

For questions regarding
Affirmative Action Plans please
contact:

Contract Compliance
Department of Civil Rights
City-County Bldg., Room 523
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
PH: (608) 266-4910
dcrc@cityofmadison.com

The City employs spam filtering that occasionally blocks legitimate emails, holding them in 'quarantine' for four calendar days. The contacts listed in this RFB will acknowledge all emails received. Bidders not receiving acknowledgement within twenty-four hours shall follow-up via phone with specific information identifying the originating email address for message recovery.

1.11 Inquiries and Clarifications

Bidders are to raise any questions they have about the RFB document without delay. Direct all questions, **in writing**, to the Purchasing Services administrator listed in Section 1.10.

Bidders finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFB, the City will post addenda – see 1.12 below. Bidders are strongly encouraged to check for addenda regularly.

Bids should be as responsive as possible to the provisions stated herein. Exceptions are not permitted. The City of Madison reserves the right to disqualify any and all bids that are non-responsive or that include exceptions.

1.12 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFB, the City will post addenda to its Bids distribution websites – see 1.13 below. It is the Bidders responsibility to regularly monitor the websites for any such postings. Bidders must acknowledge the receipt of any addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

1.13 Bid Distribution Networks

The City of Madison posts all Request for Bids, addenda, tabulations, awards and related announcements on two distribution networks – VendorNet and DemandStar. The aforementioned documents are available **exclusively** from these websites. It is the Bidders responsibility to regularly monitor the bid distribution network for any such postings. Bidders failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification. Both sites offer free registration to City Bidders.

State of Wisconsin
VendorNet System:

State of Wisconsin and local agencies bid network. Registration is free.
<http://vendornet.state.wi.us/vendornet>

DemandStar by Onvia: National bid network – Free subscription is available to access Bids from the City of Madison and other Wisconsin agencies, participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP.

Bid Opportunities: www.cityofmadison.com/finance/purchasing/bidDemandStar.cfm

Home Page: www.demandstar.com

To Register: <https://www.demandstar.com/app/registration>

Please note when registering: Pick the **Wisconsin Association of Public Procurement (WAPP)** to select all current Wisconsin government agencies.

1.14 Local Vendor Preference

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered as of the bid's due date will receive preference. Learn more and register at the City of Madison website: www.cityofmadison.com/business/localPurchasing.

1.15 Oral Presentations/Site Visits/Meetings

Bidders may be asked to attend meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFB process. Such presentations, meetings or site visits will be at the Bidders expense.

1.16 Acceptance/Rejection of Bids

The City reserves the right to accept or reject any or all Bids submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any Bidder responding to this request. The City expressly reserves the right to reject any and all Bids responding to this invitation without indicating any reasons for such rejection(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

1.17 Withdrawal or Revision of Bids

Bidders may, without prejudice, withdraw Bids submitted prior to the date and time specified for receipt of Bids by requesting such withdrawal before the due time and date of the submission of Bids. After the due date of submission of Bids, no Bids may be withdrawn for a period of 90 days or as otherwise specified or provided by law. Bidders may modify their Bids at any time prior to opening of Bids.

1.18 Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. The determination of materiality is in the sole discretion of the City.

1.19 Public Records

Bidders are hereby notified that all information submitted in response to this RFB may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable

public record laws. Information qualifying as a “trade secret”—defined in State of Wisconsin Statutes—may be held confidential.

Bidders shall seal separately and clearly identify all information they deem to be “trade secrets,” as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

s. 134.90(1)(c)

(c) “Trade secret” means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price information, or the entire contents of any resulting contract. The City will not provide advance notice to Bidders prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Bids from public view—until such times as competitive or bargaining reasons no longer require non-disclosure, in the City’s opinion. At that time, all Bids will be available for review in accordance with such laws.

1.20 Usage Reports

Annually, the successful Bidders shall furnish to City Purchasing usage reports summarizing the ordering history for each department served during the previous contract year. The report, at a minimum, must include each and every item or service ordered during the period, its total quantities and dollars by item/service and in total. The City reserves the right to request usage reports at any time and request additional information, if required, when reviewing contract activity.

1.21 Partial Award

Unless otherwise noted, it will be assumed that Bidders will accept an order for all or part of the items/services priced.

1.22 Tax Exempt

The City of Madison as a municipality is exempt from payment of federal excise taxes (Registration Number 008-1020421147-08) and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005507. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be found on the City website. Our tax-exempt number is ES 42916.

1.23 Cooperative Purchasing

Bidders may choose to extend prices offered on bids to other municipalities. Under Wisconsin Statutes, a municipality is defined as a county; city; village; town; school district; board of school directors; sewer district; drainage district; vocational, technical and adult education district; or any other public or quasi-public corporation, officer, board or other body having the authority to award public contracts. This is known as “cooperative” or “piggyback” purchasing, a practice common amongst units of government. The

City is not responsible for any contract resulting from a cooperative purchase using this RFB as a basis; they are made solely between the bidders and third party unit of government.

1.24 Bidders Responsibility

Bidders shall examine this RFB and shall exercise their judgment as to the nature and scope of the work required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Bidders to fulfill the requirements of the resulting contract.

2 DESCRIPTION OF SERVICES/COMMODITIES

2.1 Overview

The City of Madison is looking for a solar contractor to remove and replace hail damaged modules at multiple City facilities. Below are the facility addresses and the original install year of the photovoltaic systems.

PV System	Address	Original Install Year
Demetral Landfill	705 N 6th St, Madison, WI 53704	2008
MFD – Station 08	3945 Lien Rd, Madison, WI 53704	2023
MFD – Station 13	6350 Town Center Dr, Madison, WI 53718	2014
Olbrich Botanical Gardens – Learning Center	3330 Atwood Ave, Madison, WI 53704	2020
Metro - Bus Garage	1 S Ingersoll St, Madison, WI 53703	2022
Metro BRT Station – Baldwin	1250 E Washington Ave, Madison, WI 53703	2025
Metro BRT Station – First Street	1891 E Washington Ave, Madison, WI 53704	2025
Metro BRT Station – Fourth Street	2206 E Washington Ave, Madison, WI 53704	2025
Metro BRT Station – Independence (Inbound)	4494 E Washington Ave, Madison, WI 53704	2025
Metro BRT Station – East Springs (Outbound)	4711 E Washington Ave, Madison, WI 53704	2025

2.2 Specifications

Contractor shall remove and recycle all damaged modules. There are a total of 105 damaged modules across 10 City facilities. The positions of the damaged modules are marked in Exhibit A (except for the Metro BRT Stations). Below are the total number of damaged modules for each PV system location.

PV System	Number of Damaged Modules
Demetral Landfill	1
MFD – Station 08	5*
MFD – Station 13	2
Olbrich Botanical Gardens – Learning Center	4
Metro - Bus Garage (Sub Array 1)	1
Metro - Bus Garage (Sub Array 2)	50
Metro - Bus Garage (Sub Array 3)	34*
Metro BRT Station – Baldwin	2
Metro BRT Station – First Street	1

Metro BRT Station – Fourth Street	1
Metro BRT Station – Independence (Inbound)	2
Metro BRT Station – East Springs (Outbound)	2

The City will provide the replacement modules for the following systems: Metro Ingersoll (Sub Array 3), and MFD – Station 08).

Contractor shall purchase replacement modules for the other systems. Replacement modules do not need to be the same make and model as the original modules. Replacement modules will need to have the same dimensions as the original modules so that significant alterations are not needed to the existing racking systems. Replacement modules can have different power capacities than the original modules as long as they are still compatible with the existing Module Level Power Electronics.

PV System	Modules	Installed Modules	MLPE (Make - Model)	Racking Type
Demetral Landfill	1	Solar World – SW 175 mono	None	Pole Mount – DPW Solar
MFD – Station 08 (Rooftop)	2*	REC – REC385TP2SM72	APsmart – RSD-S-PLC	Rooftop Tilt – IronRidge XR1000
MFD – Station 08 (Pole Mount)	3*	REC – REC385TP2SM72	APsmart – RSD-S-PLC	Pole Mount – MT Solar
MFD – Station 13	2	Solar World – 250 Plus Mono	SolarEdge P600	Rooftop Tilt – Renusol VS
Olbrich Botanical Gardens – Learning Center	4	Heliene – 60M 300	SolarEdge - P320	Rooftop Tilt – IronRidge XR100
Metro - Bus Garage (Sub Array 1)	1	Adani – ASM-7-PERC-360	SolarEdge – P860	Rooftop Ballast – Unirac RM10
Metro - Bus Garage (Sub Array 2)	50	Q Cells – Q.Peak L-G4.5 370	SolarEdge – P860	Rooftop Ballast – Unirac RM10
Metro - Bus Garage (Sub Array 3)	34*	REC – REC380TP2SM72	SolarEdge – P860	Rooftop Ballast – Unirac RM10
Metro BRT Station – Baldwin	2	REC – REC360NP2 Black	Enphase – IQ8H-240-72-2-US	Rooftop Flush
Metro BRT Station – First Street	1	REC – REC360NP2 Black	Enphase – IQ8H-240-72-2-US	Rooftop Flush
Metro BRT Station – Fourth Street	1	REC – REC360NP2 Black	Enphase – IQ8H-240-72-2-US	Rooftop Flush
Metro BRT Station –	2	REC – REC360NP2 Black	Enphase – IQ8H-240-72-2-US	Rooftop Flush

Independence (Inbound)				
Metro BRT Station – East Springs (Outbound)	2	REC – REC360NP2 Black	Enphase – IQ8H- 240-72-2-US	Rooftop Flush

Contractor shall install new modules and test system operation. Include all labor, materials, and equipment necessary for installation. City can provide access to inverters as necessary as well as online monitoring sites for each system.

Contractor shall meet the following minimum qualifications:

- Experience: Installer with documented experience on the construction of at least 5 PV Systems of at least 20 kW (AC).
- Installer must have PV Installer certification through NABCEP or applying for certification.
- Maintenance Proximity: Not more than two hours' normal travel time from Installer's place of business to Madison, WI.

Installation of replacement modules shall meet the following specifications:

- Module level power electronics shall be mounted directly to modules or racking. Module level power electronics shall be protected from direct exposure to rain, sun, and other harmful weather events.
- PV module and module level power electronics cables may be installed exposed where routed directly behind modules, but all cables shall be installed in a section of conduit where crossing part of the roof not under a module. Conduit running across roof shall be supported on roof using Cooper B-Line Dura-Blok or equivalent.
- All PV module and module level power electronics cables shall be installed in a neat and workmanship like manner. Excess wire shall be coiled and bundled neatly and supported securely in an area where they are not subject to environmental degradation, such as from wind, sun, and animals. Attach PV module and module level power electronics cables to racking with zip-ties listed for use in direct sunlight.
- Staubli MC4 connectors shall be used for any additional connectors installed for module and module level power electronics cable management.

REQUIRED INFORMATION AND CONTENT OF BIDS**2.3 Forms**

1. Form A – Signature Affidavit
2. Form B – Receipt Forms and Submittal Checklist
3. Form C – Contractor Profile Information
4. Form D – Fee Proposal
5. Form E – References



Form A: Signature Affidavit

RFB #: 15065-0-2026-TJ PV Module Hail Replacement

This form must be returned with your response.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

COMPANY NAME

SIGNATURE

DATE

PRINT NAME OF PERSON SIGNING



Form B: Receipt of Forms and Submittal Checklist

RFB #: 15065-0-2026-TJ PV Module Hail Replacement

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Form D: Cost Proposal		
Form E: References		
Appendix A: Standard Terms & Conditions	N/A	
Appendix B: Contract for Purchase of Services	N/A	
Addendum #		
Addendum #		
Addendum #		
Addendum #		

COMPANY NAME



Form C: Vendor Profile

RFB #: 15065-0-2026-TJ PV Module Hail Replacement

This form must be returned with your response.

COMPANY INFORMATION

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN	(If FEIN is not applicable, SSN collected upon award)		
CONTACT NAME (Able to answer questions about proposal.)	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

AFFIRMATIVE ACTION CONTACT

If the selected contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more, the contractor will be required to file an Affirmative Action Plan and comply with the City of Madison Affirmative Action Ordinance, Section 39.02(9)(e), within thirty (30) days contract signature. Vendors who believe they are exempt based on number of employees or annual aggregate business must file a request for exemption. Link to information and applicable forms:

<https://www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers>

CONTACT NAME	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

LOCAL VENDOR STATUS

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered as of the bid's due date will receive preference. Learn more and register at the City of Madison website.

CHECK ONLY ONE:

- ☐ **Yes**, we are a local vendor **and** have registered on the City of Madison website under the following category: _____ www.cityofmadison.com/business/localPurchasing
- ☐ **No**, we are not a local vendor or have not registered.



Form D: Cost Proposal

RFB #: 15065-0-2026-TJ PV Module Hail Replacement

This form must be returned with your response.

Prepare the fee proposal as all inclusive, not-to-exceed, fixed fees:

- All Inclusive – Covers all direct and indirect necessary expenses including but not limited to; travel, telephone, copying and other out-of-pocket expenses.
- Not To Exceed – The actual fees shall not exceed the amount specified in fee proposal.
- Fixed Fee – All prices, rates, fees and conditions outlined in the proposal shall remain fixed and valid for the entire length of the contract and any/all renewals.

Any pricing increases or additions must be agreed upon in writing by both parties.

Please complete the Cost Proposal Form D1. Send back as an Excel file, do not convert to pdf.

COMPANY NAME



Form E: References

RFB #: 15065-0-2026-TJ PV Module Hail Replacement

This form must be returned with your response.

Please list three references that are **NOT** from the City of Madison. If you wish to highlight any additional work experience for the City of Madison, please list it on a separate page.

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

COMPANY NAME

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME		CONTACT NAME	
ADDRESS		CITY	STATE ZIP
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
CONTRACT PERIOD		YEAR COMPLETED	TOTAL COST
DESCRIPTION OF THE PERFORMED WORK			

COMPANY NAME

Demetral Landfill
705 N 6th St, Madison, WI 53704

Demetral Landfill



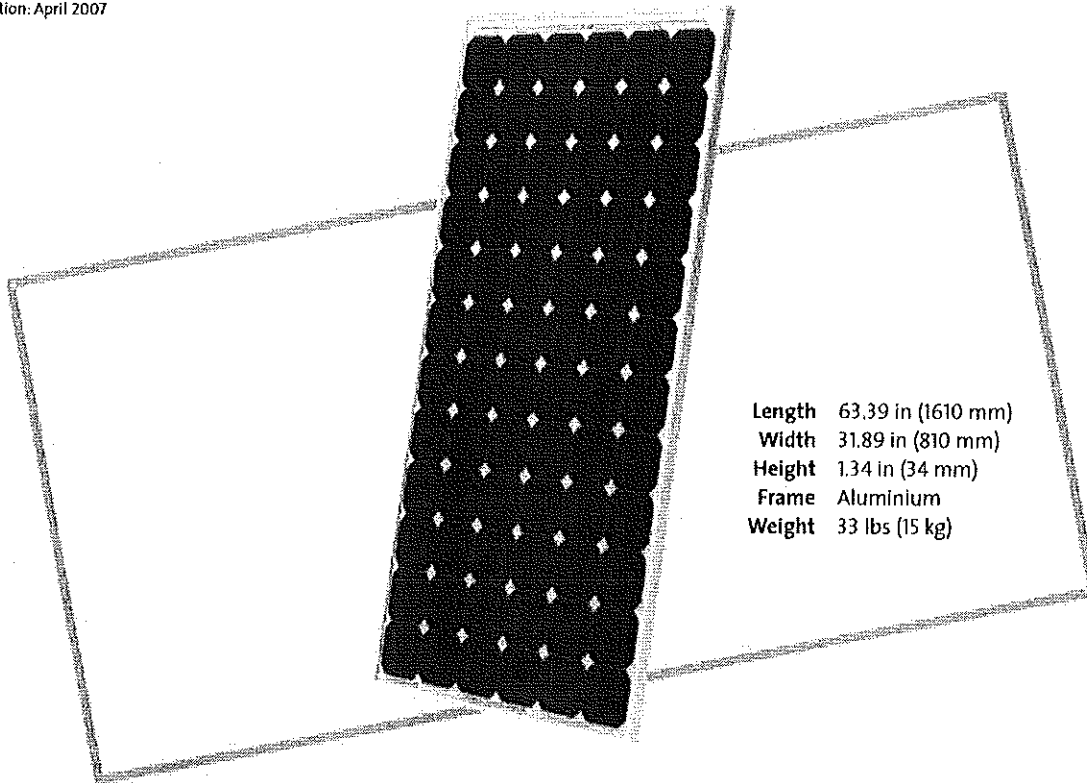
6/22/2026, 3:46:16 PM

Scale: 1" - 25'

 Municipal Limits AddressPoints
 Parcels Street Names

City of Madison IT

Edition: April 2007



Sunmodule SW 155/165/175 mono

The Sunmodule heralds an innovative new module concept from SolarWorld. The fully automated production process at the SolarWorld factories creates a module quality that is consistently high, which in turn will ensure high yields for the long term.

☐ NOT ACCEPTABLE

☒ REVIEWED AND RESUBMIT

The glass is set deep into the module frame and they are firmly attached to each other by silicone that is applied with continuous precision. This guarantees exceptional rigidity for the entire module and stops any possible loosening of the frame and compliance with the information given in the contract outward forces in cases such as sliding of heavy snow. **Contractor is responsible for dimension confirmation with IEC 61215, applying loads up to 5.4 kN/m², confirm the condition of the job site, for information that pertains solely to the fabrication processes or to techniques of construction, and for coordination of the work of all trades involved in the project.**

The patented, flat and compact junction box provides perfect protection against corrosion, as well as a capacity to rapidly dissipate any excess heat providing lower operating temperature. The junction box is reliably connected by a solid, welded bond to guarantee lasting functionality. In addition, high quality, robust cables with factory-equipped connectors are used. The ability to recycle the modules and a 25-year performance warranty are the finishing touches to this top-quality product.

CITY OF MADISON

DATE: 6-23-08

BY: K.S.



Service-Certificate of Guarantee

By buying products from SolarWorld California Inc., you have purchased a standard of quality which fulfills the highest requirements. As a sign of our trust in this quality, we are pleased to be able to offer you a 25-year period of service as stipulated by the provisions below.

1. Warranty

1a Product warranty

SolarWorld California Inc. warrants that solar modules (hereinafter: products) produced by it are free from defects in material and workmanship. Should a defect be determined within a period of two years from the date of purchase, SolarWorld California Inc. shall upon its own discretion repair or replace the product or reimburse the customer to the amount of the purchase price.

1b Service

The solar power modules which you have purchased have power specifications with regard to the power yield to be achieved (the so-called rated value) within a certain tolerance range. Please see the specification sheet enclosed with your product for the respective rated value. We assume that the rated value for the power yield of our products will decrease to a minor degree only over a period of 25 years.

If the actual power yield falls below the rated value by more than 9 % in the first 10 years calculated from the date of purchase and after that by more than 19 % till the end of service period (25 years) for reasons caused exclusively by our product despite correct operation and this deficiency is proven by an acknowledged test institute/test method, we will supply replacement products which provide a power yield according to the rated value mentioned above or take measures to make possible such a power yield or refund the proportional age value (taking account of conducted depreciation) of your module (for an actual power yield of 70 % of the lower tolerance value, we would therefore refund 11 % of the age value of your module in the latter alternative) according to our own option. If replacement products are supplied, we will not be obliged to provide new or comparable products. SolarWorld California Inc. is entitled to supply used and/or repaired products as replacements.

2. Assertion of Claims

The assertion of claims for the services stipulated under section 1 presupposes that the customer has (i) informed the authorized reseller/distributor of our products in writing of the alleged claim, or that (ii) this written notification has been sent directly to the address stated in section 5 in the event that the notifiable reseller/distributor no longer exists (e.g. due to discontinuance of business or bankruptcy). Any such assertion of claims must be accompanied by the original sales receipt as the proof of purchase and time of purchase of the SolarWorld product(s). The assertion of the claim must occur within 14 days from the date that the claim is identified. The return of products may only occur after the written consent of SolarWorld California Inc. has been given.

3. Appropriate employment

The service stipulated in Sections 1a and 1b can also only be rendered, if our products are employed and/or operated correctly. Therefore our services must be withheld, if the descent of the power output falls below the minimum output levels mentioned in clause 1 and the output descent is not caused exclusively by our products themselves. This is the case by e.g.:

- a Customer's or installer's defaults regarding the allowance of the product instructions for installation, operation and maintenance.
- b Substitution, repair or modification of products by persons not authorized by SolarWorld California Inc.
- c Improper use of products such as but not limited to, the use of products for construction purposes and functions, e.g. protection against water, wind and/or noise.
- d Vandalism, destruction by external influences and/or persons/animals.
- e Force majeure, e.g. flooding, fire, explosions, rock fall, direct or indirect stroke of lightning or other extreme weather conditions as e.g. hail, hurricanes, sandstorms or any other conditions beyond SolarWorld California Inc.'s influence and power.

4. Exclusion of Liability

This service certificate in no way constitutes a guarantee with regard to an output of 91 % or 81 % in relation to the rated value and is merely a voluntary additional service on the part of SolarWorld California Inc. Consequently, SolarWorld California Inc. is only obliged to provide the services stipulated in section 1 in the event that the actual output falls short of the rated value. Any claims for liability that go beyond this, particularly claims concerning the compensation of damages that have not arisen from our own products, on whatever legal grounds, are hereby excluded.

This does not apply in the event of personal injuries or damages to privately used objects sustained in accordance with the Product Liability Act (Produkt-haftungsgesetz), furthermore, it does not apply in cases of wrongful intent, gross negligence, the absence of guaranteed properties and the violation of material contractual obligations, or in cases where it is otherwise mandatory established under existing law.

5. Your contact person

If you wish to claim the service stipulated in Section 1, please consult SolarWorld California Inc., 4650 Adohr Lane, Camarillo, CA 93012, USA.

6. Applicable law

All services and warranties stipulated according to this certificate shall be governed and construed in accordance with the substantial laws of California without regard to the conflict of Law principles

7. Validity

The table below contains all current types of module to which this guarantee applies. Module types not contained in this list are not subject to this guarantee.

Sunmodule / Sunmodule Plus / laminate

SW 135 mono	SW 170 poly	SW 120 Compact poly
SW 140 mono	SW 175 poly	SW 125 Compact poly
SW 145 mono	SW 180 poly	SW 130 Compact poly
SW 150 mono	SW 185 poly	SW 135 Compact poly
SW 155 mono	SW 190 poly	SW 140 Compact poly
SW 160 mono	SW 195 poly	SW 145 Compact poly
SW 165 mono	SW 200 poly	SW 150 Compact poly
SW 170 mono	SW 205 poly	
SW 175 mono	SW 210 poly	
SW 180 mono	SW 215 poly	
SW 185 mono	SW 220 poly	
SW 190 mono	SW 225 poly	
SW 195 mono	SW 230 poly	
SW 200 mono		

Camarillo, November 2007



Frank Henn
Managing Director
SolarWorld California Inc.



Philipp Koeck
Managing Director
SolarWorld California Inc.



Sunmodule

SW 155/165/175 mono

Performance under standard test conditions

		SW 155	SW 165	SW 175
Maximum power	P_{max}	155 Wp	165 Wp	175 Wp
Open circuit voltage	V_{oc}	43.6 V	44.0 V	44.4 V
Maximum power point voltage	V_{mpp}	34.8 V	35.3 V	35.8 V
Short circuit current	I_{sc}	4.90 A	5.10 A	5.30 A
Maximum power point current	I_{mpp}	4.46 A	4.68 A	4.89 A

Performance at 800 W/m², NOCT, AM 1.5

		SW 155	SW 165	SW 175
Maximum power	P_{max}	110.8 Wp	118.0 Wp	125.1 Wp
Open circuit voltage	V_{oc}	39.4 V	39.8 V	40.2 V
Maximum power point voltage	V_{mpp}	31.2 V	31.6 V	32.1 V
Short circuit current	I_{sc}	4.05 A	4.22 A	4.38 A
Maximum power point current	I_{mpp}	3.55 A	3.73 A	3.90 A

Minor reduction in efficiency under partial load conditions at 25°C: at 200 W/m², 95% (+/- 3%) of the STC efficiency (1000 W/m²) is achieved.

Component materials

Cells per module	72
Cell type	monocrystalline silicon
Cell dimensions	125 x 125 mm ²

System Integration parameters

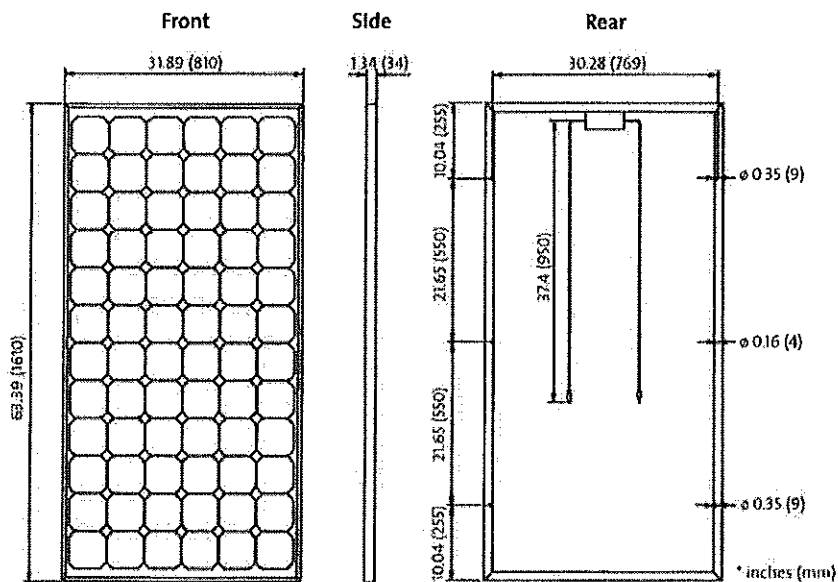
Maximum system voltage SC II	1,000 V _{oc}
Maximum system voltage USA NEC	600 V _{oc}
Maximum series fuse rating	15 A

Thermal characteristics

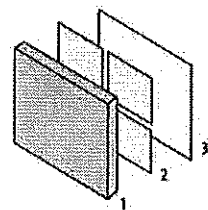
NOCT	46°C
TC I_{sc}	0.036 %/K
TC V_{oc}	-0.33 %/K

Additional data

Power tolerance	+/- 3 %
Junction box	IP 65
Connector	MC type 4



Construction



- 1) Front: tempered glass
- 2) crystalline solar cells embedded in EVA (ethylene-vinyl-acetate)
- 3) Rear: Tedlar

REC TWINPEAK 2S MONO 72 SERIES

PREMIUM SOLAR PANELS WITH SUPERIOR PERFORMANCE

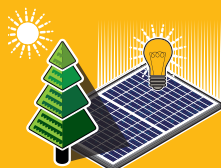
REC TwinPeak 2S Mono 72 Series[®] solar panels feature an innovative design with the higher panel efficiency of monocrystalline cells, enabling customers to get the most out of the space used for the installation.

Combined with industry-leading product quality and the reliability of a strong and established European brand, REC TwinPeak 2S Mono 72 Series panels are ideal for all types of commercial rooftop and utility installations worldwide.

*Product not available in Germany.



**REDUCES BALANCE OF
SYSTEM COSTS**



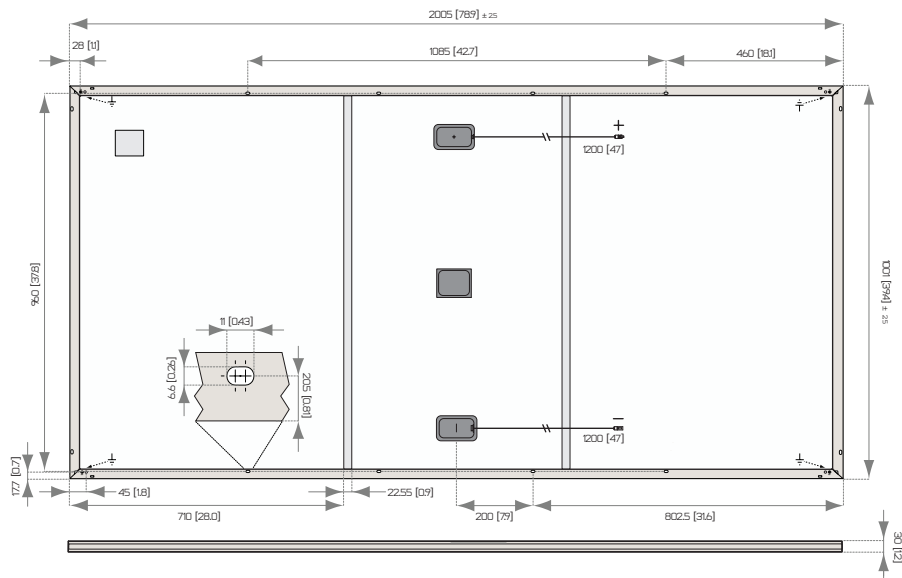
**IMPROVED PERFORMANCE
IN SHADED CONDITIONS**



**INDUSTRY-LEADING
LIGHTWEIGHT 72-CELL PANEL**



**100%
PID FREE**



Measurements in mm [in]

ELECTRICAL DATA @ STC

Product code*: RECxxxTP2SM 72

	370	375	380	385	390	395	400
Nominal Power - P_{MAX} (Wp)	370	375	380	385	390	395	400
Watt Class Sorting - (W)	0/+5	0/+5	0/+5	0/+5	0/+5	0/+5	0/+5
Nominal Power Voltage - V_{MPP} (V)	39.8	40.1	40.3	40.5	40.7	40.9	41.1
Nominal Power Current - I_{MPP} (A)	9.30	9.36	9.43	9.51	9.58	9.66	9.73
Open Circuit Voltage - V_{OC} (V)	47.0	47.4	48.0	48.6	49.2	49.8	50.4
Short Circuit Current - I_{SC} (A)	10.02	10.04	10.05	10.07	10.08	10.09	10.10
Panel Efficiency (%)	18.4	18.7	18.9	19.2	19.4	19.7	20.0

Values at standard test conditions (STC: air mass AM1.5, irradiance 1000 W/m², temperature 25°C), based on a production spread with a tolerance of P_{MAX} , V_{OC} & I_{SC} ±3% within one watt class. At low irradiance of 200 W/m² at least 95% of the STC module efficiency will be achieved.
*Where xxx indicates the nominal power class (P_{MAX}) at STC indicated above, and can be followed by the suffix XV for 1500 V rated modules.

ELECTRICAL DATA @ NMOT

Product code*: RECxxxTP2SM 72

	276	280	283	287	290	295	298
Nominal Power - P_{MAX} (Wp)	276	280	283	287	290	295	298
Nominal Power Voltage - V_{MPP} (V)	37.1	37.3	37.5	37.7	37.9	38.1	38.3
Nominal Power Current - I_{MPP} (A)	7.44	7.49	7.54	7.60	7.66	7.73	7.78
Open Circuit Voltage - V_{OC} (V)	43.7	44.1	44.7	45.3	45.8	46.4	46.9
Short Circuit Current - I_{SC} (A)	8.02	8.03	8.04	8.06	8.06	8.07	8.08

Nominal module operating temperature (NMOT: air mass AM1.5, irradiance 800 W/m², temperature 20°C, windspeed 1 m/s).
*Where xxx indicates the nominal power class (P_{MAX}) at STC indicated above, and can be followed by the suffix XV for 1500 V rated modules.

CERTIFICATIONS



IEC 61215, IEC 61730 & UL 1703; UL 61730, MCS 005, IEC 62804 (PID)
IEC 62716 (Ammonia Resistance), IEC 60068-2-68 (Blowing Sand)
IEC 61701 (Salt Mist level 6), UNI 8457/9174 (Class I), ISO 11925-2 (Class E)
ISO 9001: 2015, ISO 14001: 2004, OHSAS 18001: 2007

takeaway for an easy way take-e-way WEEE-compliant recycling scheme

WARRANTY

20 year product warranty
25 year linear power output warranty
Max. performance degradation of 0.5% p.a. from 97.5% in year 1
See warranty conditions for further details.

20.0% EFFICIENCY

20 YEAR PRODUCT WARRANTY

25 YEAR LINEAR POWER OUTPUT WARRANTY

GENERAL DATA

Cell type:	144 half-cut monocrystalline PERC cells 6 strings of 24 cells in series
Glass:	3.2 mm solar glass with anti-reflection surface treatment
Backsheet:	Highly resistant polymeric construction
Frame:	Anodized aluminum
Support bars:	Anodized aluminum
Junction box:	3-part, 3 bypass diodes, IP67 rated in accordance with IEC 62790
Cable:	4 mm ² solar cable, 1.2 m + 1.2 m in accordance with EN 50618
Connectors:	Stäubli MC4-Evo 2 PV-KBT4-EVO-2/PV-KST4-EVO-2 (4 mm ²) in accordance with IEC 62852, IP68 only when connected Tonglin TL-Cable01S-F (4 mm ²) in accordance with IEC 62852, IP68 only when connected
Origin:	Made in Singapore

MAXIMUM RATINGS

Operational temperature:	-40 ... +85°C
Maximum system voltage:	1000 V / 1500 V
Design load (+): snow	367 kg/m ² (3600 Pa)*
Maximum test load (+):	550 kg/m ² (5400 Pa)*
Design load (-): wind	163 kg/m ² (1600 Pa)*
Maximum test load (-):	244 kg/m ² (2400 Pa)*
Max series fuse rating:	25 A
Max reverse current:	25 A

*Calculated using a safety factor of 1.5

*See installation manual for mounting instructions

TEMPERATURE RATINGS*

Nominal Module Operating Temperature:	44.6°C (±2°C)
Temperature coefficient of P_{MAX} :	-0.37 %/°C
Temperature coefficient of V_{OC} :	-0.28 %/°C
Temperature coefficient of I_{SC} :	0.04 %/°C

*The temperature coefficients stated are linear values

MECHANICAL DATA

Dimensions:	2005 x 1001 x 30 mm
Area:	2.01 m ²
Weight:	22 kg

REC Group is an international pioneering solar energy company dedicated to empowering consumers with clean, affordable solar power in order to facilitate global energy transitions. Committed to quality and innovation, REC offers photovoltaic modules with leading high quality, backed by an exceptional low warranty claims rate of less than 100ppm. Founded in Norway in 1996, REC employs 2,000 people and has an annual solar panel capacity of 1.8 GW. With over 10 GW installed worldwide, REC is empowering more than 16 million people with clean solar energy. REC Group is a Bluestar Elkem company with headquarters in Norway, operational headquarters in Singapore, and regional bases in North America, Europe, and Asia-Pacific.

Raising the bar in innovative
DC MLPE solar power systems

RSD-S-PLC

- Meets NEC 2017 & 2020 (690.12) requirements
- Executes rapid shutdown of system when Transmitter-PLC signal is absent
- Meets SunSpec requirements

RSD-S-PLC Technical Data

Model

RSD-S-PLC

Input Data (DC)

Input Operating Voltage Range	8-80V
Maximum Cont. Input Current (Imax)	15A

Output Data (DC)

Output Operating Voltage Range	8-80V
Maximum System Voltage	1000V/1500V

Mechanical Data

Operating Ambient Temperature Range	-40 °F to +185 °F (-40 °C to + 85 °C)
Dimensions (without cable & connectors)	5" x 1.2" x 0.6"(129 mm x 30 mm x 16 mm)
Cable Length	Input 250mm/Output 1200mm
Cable Cross Section Size	TUV:4mm ² /UL:12AWG
Connector	MC4 or Customize
Enclosure Rating	NEMA Type 6P/IP68
Over Temperature Protection	Yes

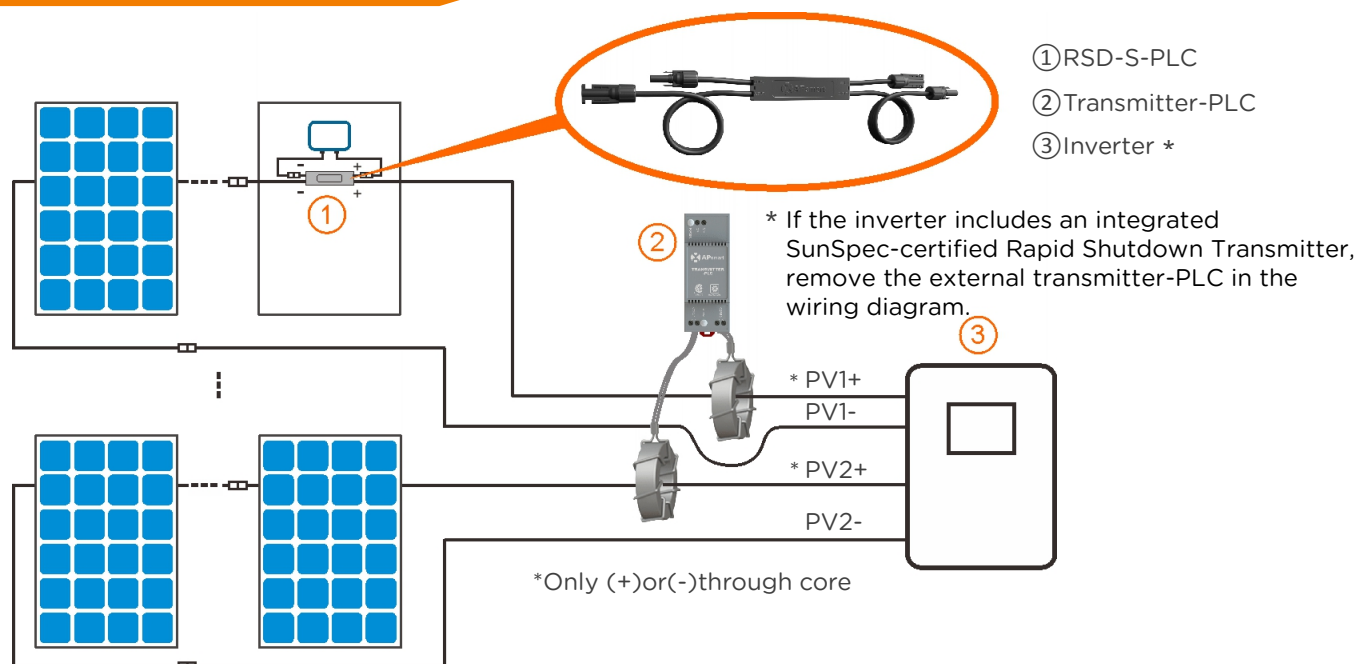
Features & Compliance

Communication	PLC
Safety Compliance	NEC 2017 & 2020 (690.12); UL1741; CSA C22.2 No. 330-17; IEC/EN62109-1; 2PFG2305
EMC Compliance	FCC Part15; ICES-003;IEC/EN61000-6-1/-2/-3/-4

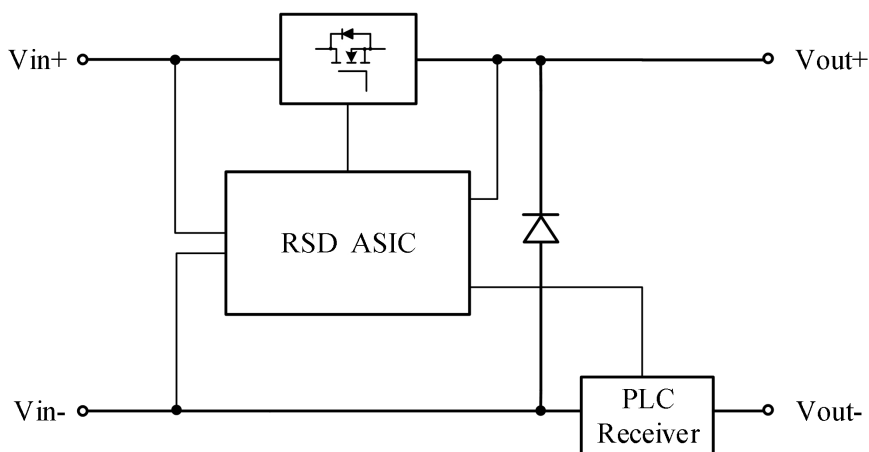


The RSD-S-PLC meets SunSpec requirements, maintaining normal function by continually receiving a heartbeat signal from the APsmart Transmitter. The RSD executes rapid system shutdown when the Transmitter signal is absent. Users can manually execute rapid shutdown using Transmitter breaker switch.

RSD-S-PLC Wiring Diagram



Working Schematic Diagram



ORDERING INFORMATION

415002	1500V UL/1000V TUV, 1.2m cable, MC4
415001	1000V UL/TUV, 1.2m cable, Customized connector

MFD - Station 13
6350 Town Center Dr, Madison, WI 53718

Fire Station 13



5/7/2026, 10:24:11 AM

1" - 50'



Municipal Limits

Street Names



Parcels

Place Name

City of Madison IT

MFD - Station 13
Installed Module



**NEW ! 25 YEAR LINEAR
PERFORMANCE WARRANTY AND
A PRODUCT WORKMANSHIP
WARRANTY OF 5 YEARS***

Length **65.94 in** (1675 mm)
Width **39.41 in** (1001 mm)
Height 1.22 in (31 mm)¹⁾
Frame Aluminum
Weight **46.7 lbs** (21,2 kg)



Sunmodule⁺ SW 250 mono

World-class quality

SolarWorld products are manufactured in state-of-the-art factories according to strict German and US quality standards.

Award-winning products

SolarWorld modules have been ranked number one for two years running in ongoing comparison tests carried out by the Photon trade magazine. Sunmodule plus panels generated up to 12% more yield than other major brand panels.

SolarWorld Plus-Sorting

Plus-Sorting guarantees highest system efficiency. SolarWorld only delivers modules that have greater than or equal to the nameplate rated power.

25-year Linear Performance Guarantee*

SolarWorld guarantees, over 25 years, that the modules' performance will not decrease by more than 0.7% per year – a distinct added value compared to industry-standard two-tiered guarantees.

*in accordance with the applicable SolarWorld service certificate at purchase
www.solarworld-global.com/service-certificate



Sunmodule[®]

SW 250 mono

PERFORMANCE UNDER STANDARD TEST CONDITIONS (STC)*

SW 250		
Maximum power	P_{max}	250 Wp
Open circuit voltage	U_{oc}	37.8 V
Maximum power point voltage	U_{mpp}	31.1 V
Short circuit current	I_{sc}	8.28 A
Maximum power point current	I_{mpp}	8.05 A

*STC: 1000W/m², 25°C, AM 1.5

PERFORMANCE AT 800 W/m², NOCT, AM 1.5

SW 250		
Maximum power	P_{max}	183.3 Wp
Open circuit voltage	U_{oc}	34.6 V
Maximum power point voltage	U_{mpp}	28.5 V
Short circuit current	I_{sc}	6.68 A
Maximum power point current	I_{mpp}	6.44 A

Minor reduction in efficiency under partial load conditions at 25°C: at 200W/m², 95% (+/-3%) of the STC efficiency (1000 W/m²) is achieved.

COMPONENT MATERIALS

Cells per module	60
Cell type	Mono crystalline
Cell dimensions	6.14 in x 6.14 in (156 mm x 156 mm)
Front	tempered glass (EN 12150)

SYSTEM INTEGRATION PARAMETERS

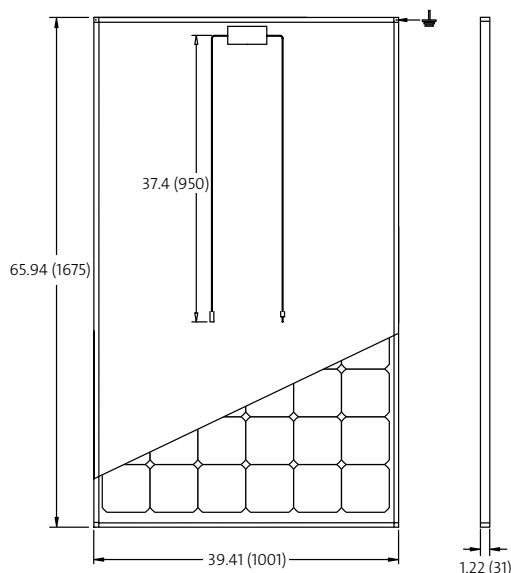
Maximum system voltage SC II	1000 V
Max. system voltage USA NEC	600 V
Maximum reverse current	16 A
Increased snowload acc. to IEC 61215	5,4 kN/m ²
Number of bypass diodes	3

THERMAL CHARACTERISTICS

NOCT	47 °C
TC I_{sc}	0.042 %/K
TC U_{oc}	-0.33 %/K
TC P_{mpp}	-0.45 %/K

ADDITIONAL DATA

Measuring tolerance	+/- 3 %
Junction box	IP65
Connector	MC4
SolarWorld Plus-Sorting ²⁾	$P_{Flash} \geq P_{max}$



- Qualified, IEC 61215
- Safety tested, IEC 61730
- Periodic Inspection



- 1) Temporarily, also modules with a frame height of 34 mm can be supplied. Please inquire with your dealer.
- 2) The output identified by SolarWorld (P_{Flash}) is always higher than the nominal output (P_{max}) of the module.
- 3) Depending on the market. SolarWorld AG reserves the right to make specification changes without notice. This data sheet complies with the requirements of EN 50380.



SolarEdge Power Optimizer

Module Add-On for Commercial Installations
for North America OP600-96V

POWER OPTIMIZER



PV power optimization at the module-level
The most cost effective solution for commercial and large field installations

- Up to 25% more energy
- Superior efficiency (99.5%)
- Balance of System cost reduction
- Next generation maintenance with module-level monitoring
- Module-level voltage shutdown for installer and firefighter safety
- Use with 2 x 60-cell PV modules connected in series
- Compatible with three phase SolarEdge inverters



SolarEdge Power Optimizer Module Add-On

For Commercial Installations for North America OP600-96V

	OP600-96V		
INPUT			
Rated Input DC Power*	600		W
Absolute Maximum Input Voltage (Voc)	96		Vdc
MPPT Operating Range	12.5 - 80		Vdc
Maximum Short Circuit Current (Isc) of connected PV Module	10		Adc
Maximum DC Input Current	12.5		Adc
Maximum Efficiency	99.5		%
Weighted Efficiency	98.6		%
Overvoltage Category	II		
OUTPUT DURING OPERATION (POWER OPTIMIZER CONNECTED TO OPERATING INVERTER)			
Maximum Output Current	15		Adc
Operating Output Voltage	10 - 85		Vdc
OUTPUT DURING STANDBY (POWER OPTIMIZER DISCONNECTED FROM INVERTER OR INVERTER OFF)			
Safety Output Voltage per Power Optimizer	1		Vdc
STANDARD COMPLIANCE			
EMC	FCC Part15 Class B, IEC61000-6-2, IEC61000-6-3		
Safety	IEC62109-1 (class II safety), UL1741		
Material	UL-94 (5-VA), UV Resistant		
RoHS	Yes		
INSTALLATION SPECIFICATIONS			
Maximum Allowed System Voltage	1000		Vdc
Dimensions (W x L x H)	143 x 210 x 45 / 5.63 x 8.26 x 1.75		mm / in
Weight	450 / 1.0		gr / lb
Input Connector	MC4 / Tyco / H+S / Amphenol – H4		
Output Wire Type	Double insulated; 6mm²; Amphenol – H4		
Output Wire Length	1.8 / 5.9		m / ft
Operating Temperature Range	-40 - +65 / -40 - +150		°C / °F
Protection Rating	IP65 / NEMA4		
Relative Humidity	0 - 100		%

* Rated combined STC power of 2 modules connected in series. Module of up to +5% power tolerance allowed.

PV SYSTEM DESIGN USING A SOLAREGE INVERTER**		THREE PHASE 208V	THREE PHASE 480V
Compatible SolarEdge Inverters		Three phase inverters	
Minimum String Length	Power optimizers	8	14
	PV modules	16	28
Maximum String Length	Power optimizers	15	30
	PV modules	30	60
Maximum Power per String		6000	12750
Parallel Strings of Different Lengths or Orientations		Yes	

** Installation of OP600-96V with OP250/OP300/OP400 in the same string is not allowed.



Olbrich Botanical Gardens - Learning Center
3330 Atwood Ave, Madison, WI 53704

Olbrich Gardens



5/8/2026, 9:23:30 AM

1" - 50'



Municipal Limits

AddressPoints

Place Name



Parcels

Street Names

City of Madison IT



60^M
60-CELL MONOCRYSTALLINE MODULE

305 Wp

MAX POWER OUTPUT

18.9%

MAX EFFICIENCY

10 YEAR

PRODUCT WARRANTY

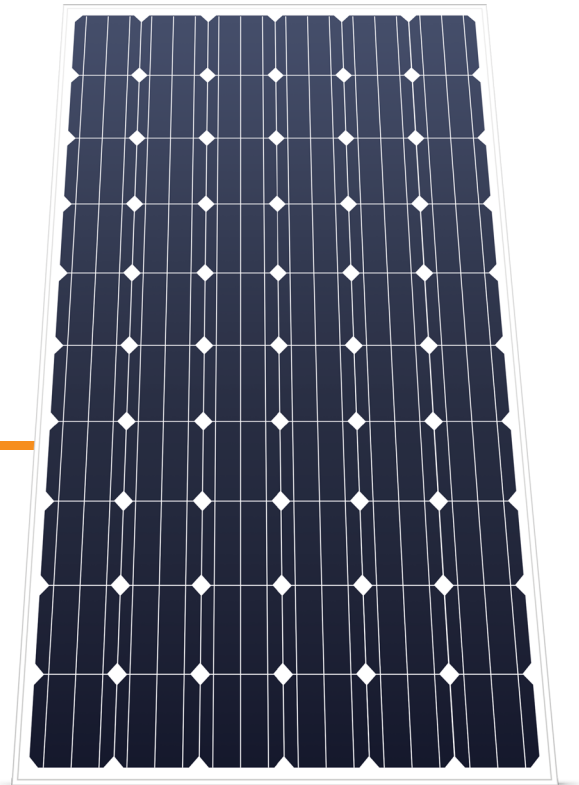
25 YEAR

LINEAR PERFORMANCE GUARANTEE

HELIENE INC. IS A PREMIER SOLAR MODULE MANUFACTURER, SERVICING THE GROWING SOLAR ENERGY MARKETS OF NORTH AMERICA.

COMBINING PROVEN EUROPEAN TECHNOLOGY WITH NORTH AMERICAN INGENUITY ALLOWS HELIENE TO MAKE A REAL COMMITMENT IN PROVIDING SMARTER ENERGY CHOICES FOR THE FUTURE.

HELIENE
www.heliene.com



GUARANTEED POSITIVE POWER SORTING: [-0 : +4.99 WP]



DESIGNED FOR 1500V DC APPLICATIONS



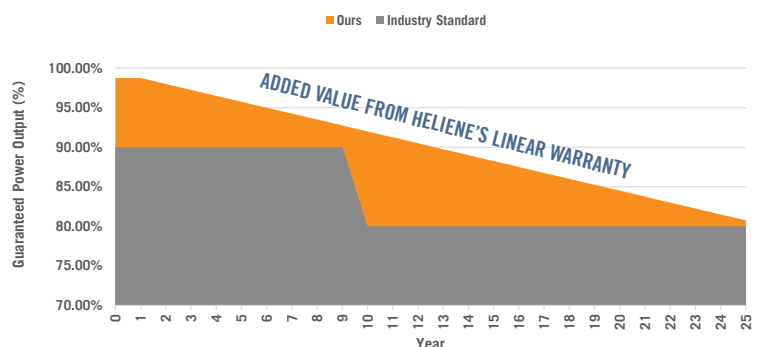
MANUFACTURED ACCORDING TO INTERNATIONAL QUALITY SYSTEM STANDARDS: ISO9001



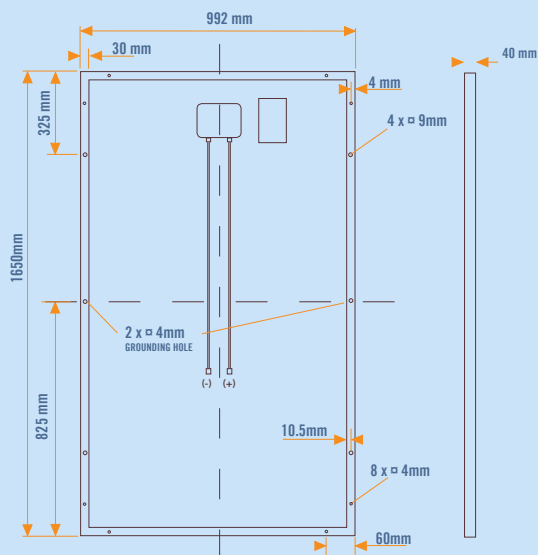
H-BLACK INTEGRATION AVAILABLE (ALL-BLACK MODULE)

LINEAR PERFORMANCE GUARANTEE

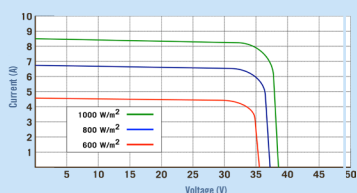
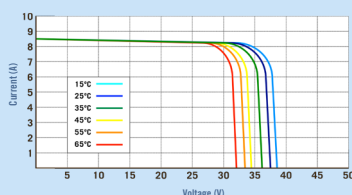
10 YEAR WORKMANSHIP WARRANTY • 25 YEAR LINEAR PERFORMANCE GUARANTEE



DIMENSIONS FOR HELIENE 60M SERIES MODULES



I-V CURVE FOR HELIENE 60M SERIES



CERTIFICATIONS



ELECTRICAL DATA (STC)

Peak Rated Power	P_{mpp} (W)	305	300	295	290	285
Maximum Power Voltage	V_{mpp} (V)	33.44	33.14	32.84	32.537	32.236
Maximum Power Current	I_{mpp} (A)	9.196	9.127	9.06	8.989	8.92
Open Circuit Voltage	V_{oc} (V)	39.981	39.83	39.68	39.528	39.38
Short Circuit Current	I_{sc} (A)	9.673	9.59	9.51	9.424	9.34
Module Efficiency *	Eff (%)	18.9	18.6	18.3	18.0	17.7
Power Output Tolerance		[-0, +4.99] Wp				

STC - Standard Test Conditions: Irradiation 1000 W/m² - Air Mass AM 1.5 - Cell temperature 25 °C

* Calculated using maximum power based on full positive output tolerance [-0, +4.99] Wp

MECHANICAL DATA

Dimensions (L x W x D)	1650 x 992 x 40 mm (65 x 39 x 1.6 inch)
Weight*	20 kg (43.9 lbs)
Output Cables	1.1 m (43.3 inch) symmetrical cables with MC4 type connectors
Junction Box	IP-67 rated with bypass diodes
Frame	Double webbed 15 micron anodized aluminum alloy
Front Glass	Low-iron content, high-transmission PV solar glass
Solar Cells	60 Monocrystalline cells (156 x 156 mm)

* Calculated using 3.2mm PV glass, if 4mm profile is requested weight load will vary

CERTIFICATIONS

UL Listed	ULC/ORD-C1703-1, UL1703, UL1703 Fire Classification Type 1
IEC Listed	IEC 61215, IEC 61730

All Heliene modules are certified under the California Energy Commission (CEC) Listing Report

TEMPERATURE RATINGS

Nominal Operating Cell Temperature (NOCT)	+45°C (±2°C)
Temperature Coefficient of P_{max}	-0.39%/°C
Temperature Coefficient of V_{oc}	-0.31%/°C
Temperature Coefficient of I_{sc}	0.045%/°C

MAXIMUM RATINGS

Operational Temperature	-40°C - +85°C
Max System Voltage	1500V (UL / IEC)
Max Series Fuse Rating	15 A

WARRANTY

10 Year Manufacturer's Workmanship Warranty

25 Year Linear Power Guarantee

(Refer to product warranty page for details)

PACKAGING CONFIGURATION

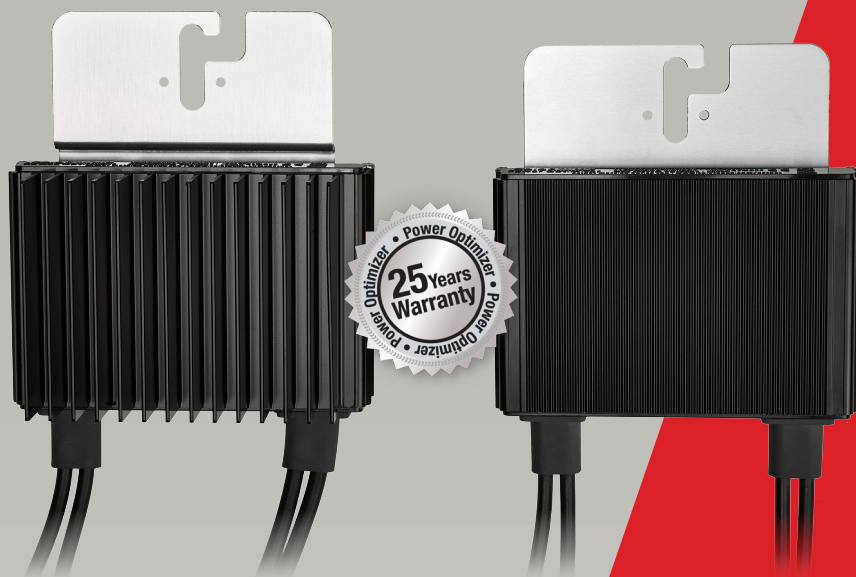
Modules per box:	25 pieces
Modules per 53' trailer:	750 pieces

HELIENE60M_IFD_1609_1500V



Power Optimizer

P320 / P370 / P400 / P405 / P505



POWER OPTIMIZER

PV power optimization at the module-level

- Specifically designed to work with SolarEdge inverters
- Up to 25% more energy
- Superior efficiency (99.5%)
- Mitigates all types of module mismatch losses, from manufacturing tolerance to partial shading
- Flexible system design for maximum space utilization
- Fast installation with a single bolt
- Next generation maintenance with module-level monitoring
- Meets NEC requirements for arc fault protection (AFCI) and Photovoltaic Rapid Shutdown System (PVRSS)
- Module-level voltage shutdown for installer and firefighter safety



Power Optimizer

P320 / P370 / P400 / P405 / P505

OPTIMIZER MODEL (typical module compatibility)	P320 (for high-power 60-cell modules)	P370 (for higher-power 60 and 72-cell modules)	P400 (for 72 & 96-cell modules)	P405 (for thin film modules)	P505 (for higher current modules)	
INPUT						
Rated Input DC Power ⁽¹⁾	320	370	400	405	505	W
Absolute Maximum Input Voltage (Voc at lowest temperature)	48	60	80	125 ⁽²⁾	83 ⁽²⁾	Vdc
MPPT Operating Range	8 - 48	8 - 60	8 - 80	12.5 - 105	12.5 - 83	Vdc
Maximum Short Circuit Current (Isc)	11		10.1		14	Adc
Maximum DC Input Current	13.75		12.63		17.5	Adc
Maximum Efficiency			99.5			%
Weighted Efficiency		98.8			98.6	%
Overvoltage Category			II			
OUTPUT DURING OPERATION (POWER OPTIMIZER CONNECTED TO OPERATING SOLAREdge INVERTER)						
Maximum Output Current			15			Adc
Maximum Output Voltage		60		85		Vdc
OUTPUT DURING STANDBY (POWER OPTIMIZER DISCONNECTED FROM SOLAREdge INVERTER OR SOLAREdge INVERTER OFF)						
Safety Output Voltage per Power Optimizer			1 ± 0.1			Vdc
STANDARD COMPLIANCE						
EMC		FCC Part15 Class B, IEC61000-6-2, IEC61000-6-3				
Safety		IEC62109-1 (class II safety), UL1741				
RoHS		Yes				
INSTALLATION SPECIFICATIONS						
Maximum Allowed System Voltage			1000			Vdc
Compatible inverters		All SolarEdge Single Phase and Three Phase inverters				
Dimensions (W x L x H)	128 x 152 x 28 / 5 x 5.97 x 1.1		128 x 152 x 36 / 5 x 5.97 x 1.42	128 x 152 x 50 / 5 x 5.97 x 1.96	128 x 152 x 59 / 5 x 5.97 x 2.32	mm / in
Weight (including cables)	630 / 1.4		750 / 1.7	845 / 1.9	1064 / 2.3	gr / lb
Input Connector			MC4 ⁽³⁾			
Output Wire Type / Connector			Double Insulated; MC4			
Output Wire Length	0.95 / 3.0		1.2 / 3.9			m / ft
Operating Temperature Range			-40 - +85 / -40 - +185			°C / °F
Protection Rating			IP68 / NEMA6P			
Relative Humidity			0 - 100			%

⁽¹⁾ Rated STC power of the module. Module of up to +5% power tolerance allowed

⁽²⁾ NEC 2017 requires max input voltage be not more than 80V

⁽³⁾ For other connector types please contact SolarEdge

PV SYSTEM DESIGN USING A SOLAREDGE INVERTER ⁽⁴⁾⁽⁵⁾		SINGLE PHASE HD-WAVE	SINGLE PHASE	THREE PHASE 208V	THREE PHASE 480V	
Minimum String Length (Power Optimizers)	P320, P370, P400	8		10	18	
	P405 / P505	6		8	14	
Maximum String Length (Power Optimizers)		25		25	50 ⁽⁶⁾	
Maximum Power per String		5700 (6000 with SE7600-US - SE11400- US)	5250	6000 ⁽⁷⁾	12750 ⁽⁸⁾	W
Parallel Strings of Different Lengths or Orientations			Yes			

⁽⁴⁾ For detailed string sizing information refer to: http://www.solaredge.com/sites/default/files/string_sizing_na.pdf

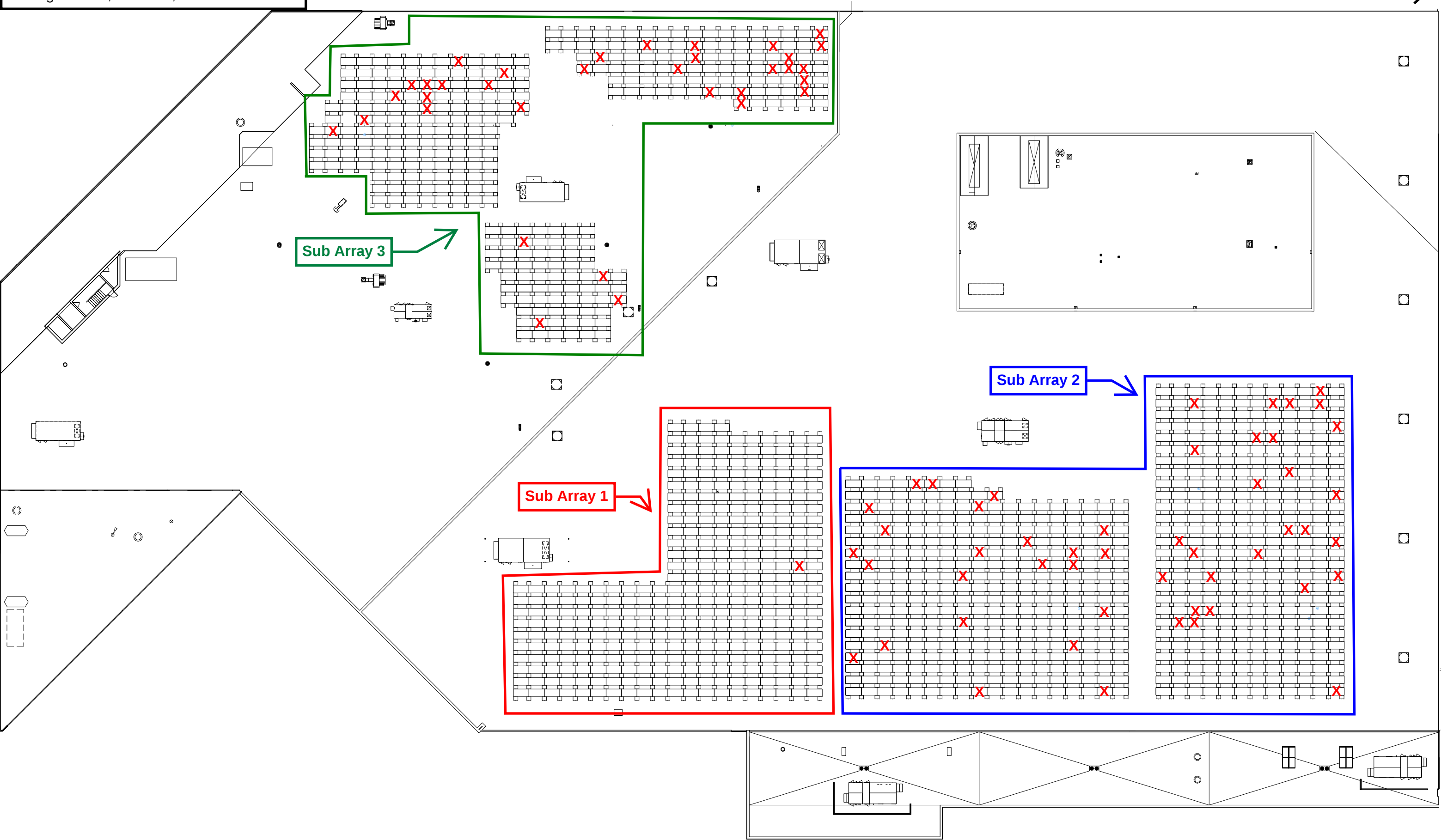
⁽⁵⁾ It is not allowed to mix P405/P505 with P320/P370/P400/P600/P700/P800 in one string

⁽⁶⁾ A string with more than 30 optimizers does not meet NEC rapid shutdown requirements; safety voltage will be above the 30V requirement

⁽⁷⁾ For SE14.4KUS/SE43.2KUS: It is allowed to install up to 6,500W per string when 3 strings are connected to the inverter (3 strings per unit for SE43.2KUS) and when the maximum power difference between the strings is up to 1,000W

⁽⁸⁾ For SE30KUS/SE33.3KUS/SE66.6KUS/SE100KUS: It is allowed to install up to 15,000W per string when 3 strings are connected to the inverter (3 strings per unit for SE66.6KUS/SE100KUS) and when the maximum power difference between the strings is up to 2,000W





Metro - Bus Garage
Installed Module (Sub Array 1)

5BB Mono-crystalline PERC Silicon Solar PV Modules - 1500V series

ASM-7-PERC-AAA (AAA=340-360) | 72 Cells | 340-360 Wp

Highlights



7 % higher power output compared to industry average poly-crystalline module



Higher performance at longer wavelengths of light (1100-1200 nm)



Superior temperature co-efficient and performance at NOCT, PTC ratings



Excellent performance at low light irradiation (200W/m2)



LIR treated cells with least LID effect



5 Bus Bar cells offering better reliability against microcracks



Triple EL checking to ensure defect free modules



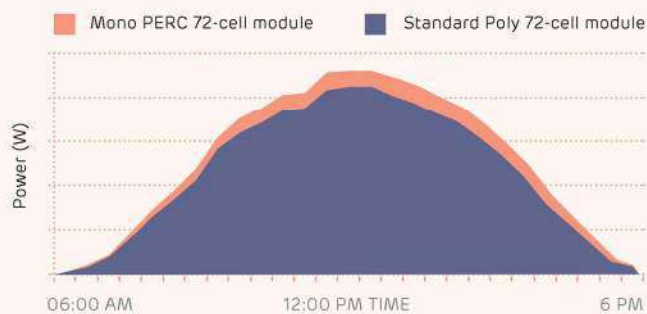
Reduces installation costs by 3%

Reduces transport costs by 3%

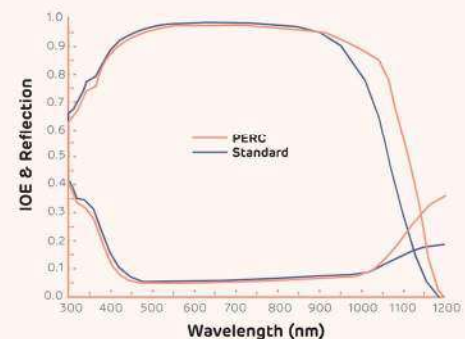
Reduces land costs by 3%

Reduces BOS costs by 6%

Higher generation due to Mono PERC technology



Significant benefit of PERC technology

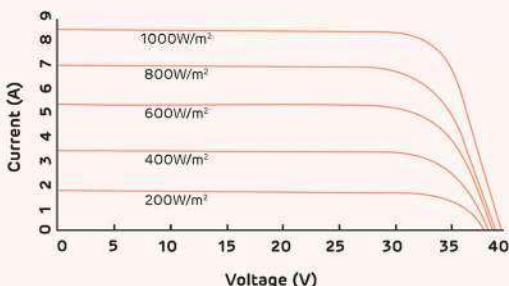


PERC technology enables better light capturing abilities at longer wavelength, weak and diffused light and in cloudy conditions.

Note: Data is based on the comparison of the Adani -72 cells mono-crystalline (345Wp) with industry's 325 Wp poly-crystalline module for a scale of 1 MW installation and will vary from site to site.

Technical Data

Current-Voltage Curve

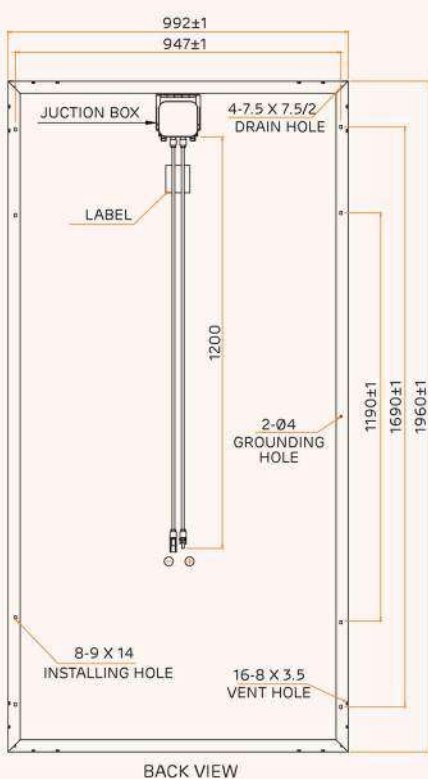


Electrical data – All data measured to STC*

Peak power, (0 → 4.99 Wp) P _{max} (Wp)	340	345	350	355	360
Maximum voltage, V _{mpp} (V)	38.82	39.11	39.21	39.41	39.61
Maximum current, I _{mpp} (A)	8.76	8.82	8.93	9.01	9.09
Open circuit voltage, V _{oc} (V)	47.12	47.4	47.6	47.9	47.9
Short circuit current, I _{sc} (A)	9.22	9.28	9.36	9.42	9.48
Module efficiency (%)	17.49	17.74	18.00	18.26	18.52

*STC: Irradiance 1000 W/m², cell temperature 25°C, air mass AM1.5 according to EN 60904-3. Average efficiency reduction of 4.5 % at 200 W/m² according to EN 60904-1. Except P_{mp}, all other parameters have a tolerance of +/-3 %, measurement uncertainty <3 %

Dimensions in mm



Electrical parameters at NOCT

Power(Wp) at NOCT	254	258	263	266	271
V@P _{max} (V) at NOCT	36.91	37.4	37.46	37.62	37.92
I@P _{max} (A) at NOCT	6.88	6.90	7.01	7.07	7.14
V _{oc} (V) at NOCT	45.55	46.20	46.40	46.30	46.60
I _{sc} (A) at NOCT	7.3	7.32	7.38	7.48	7.56

*NOCT irradiance 800 W/m², ambient temperature 20°C, wind speed 1 m/sec

Temperature co-efficients (TC) and permissible operating conditions

TC of open circuit voltage (β)	-0.29 % /°C
TC of short circuit current (α)	0.048 % /°C
TC of power (γ)	-0.39 % /°C
Maximum system voltage	1500 V (IEC 8 UL)
NOCT	45°C ± 2°C
Temperature range	-40°C to + 85°C

Mechanical data

Length	1960 mm
Width	992 mm
Height	35 mm / 40 mm
Weight	22 Kg (35 mm) / 27 Kg (40mm)
Junction box	IP67
Cable and connectors	1200 mm length cable, MC4 8 Amphenol compatible connectors
Application class	Class A (Safety class II)
Superstrate	High transmittance arc glass
Cells	72 mono-crystalline perc solar cells ; 5 bus bars, 156.75 mm x 156.75 mm
Encapsulation	Low shrinkage PID resistant EVA
Substrate	Back sheet
Frame	Anodized aluminium frame with twin wall profile
Mechanical load test as per IEC 8 UL	5400 Pa-front ; 2400 Pa-back
Maximum series fuse rating	15 A

Warranty and certifications

Product warranty**

25 years linear power warranty

Performance guarantee**

Power degradation < - 3 % in first year < - 0.68 % / year in 2-25 years

Approvals and certificates: IEC 61215 Ed2, IEC 61730, IEC 61701, UL 1703, MCS, JET, CEC, CEC-Aus, IEC 62716, IEC 62759, IEC 62804, IEC 62782, IEC 60068-2-68, IEC 61853



*Caution:

Please read safety and installation instructions before using the product.

Note:

- The specifications included in this datasheet are subject to change without notice.
- The electrical data given here is for reference purpose only.
- Please confirm your exact requirements with the sales representative while placing your order.

** Warranty:

Please read Adani solar warranty documents thoroughly.

Metro - Bus Garage
Installed Module (Sub Array 2)

Q.PEAK L-G4.5

355-375

ENDURING HIGH
PERFORMANCE



Q.PRO-02 235
Best polycrystalline
solar module 2014

Q CELLS

174 modules tested



PERC TECHNOLOGY: LOW LEVELISED COST OF ELECTRICITY

Higher yield per surface area, lower BOS costs, higher power classes, and an efficiency rate of up to 19.1%.



INNOVATIVE ALL-WEATHER TECHNOLOGY

Optimal yields, whatever the weather with excellent low-light and temperature behaviour.



ENDURING HIGH PERFORMANCE

Long-term yield security thanks to regular PID and Hot-Spot tests according to IEC requirements.



EXTREME WEATHER RATING

High-tech aluminium alloy frame, certified for high snow (5400 Pa) and wind loads (2400 Pa).



A RELIABLE INVESTMENT

Inclusive 12-year product warranty and 25-year linear performance warranty¹.

¹ See data sheet on rear for further information.



THE IDEAL SOLUTION FOR:



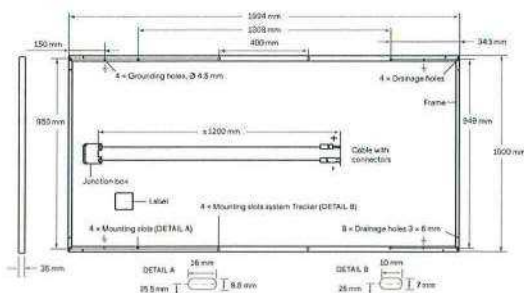
Ground-mounted
solar power plants

Metro - Bus Garage

Installed Module (Sub Array 2)

MECHANICAL SPECIFICATION

Weight	23kg
Front Cover	3.2mm thermally pre-stressed glass with anti-reflection technology
Back Cover	Composite film
Frame	Anodised aluminium
Cell	6 × 12 monocrystalline PERC solar cells
Junction box	85-115mm × 60-80mm × 15-20mm Protection class ≥ IP67, with bypass diodes
Cable	4mm ² Solar cable; (+) ≥ 1200mm, (-) ≥ 1200mm
Connector	Stäubli MC4-Evo2; IP68

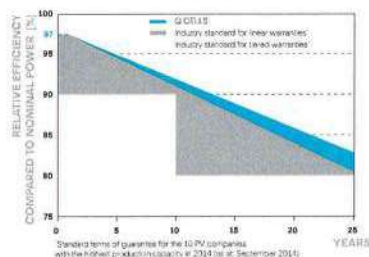


ELECTRICAL CHARACTERISTICS

POWER CLASS		355	360	365	370	375
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC ¹ (POWER TOLERANCE +5 W / -0 W)						
Minimum	Power at MPP ¹	P _{MPP} [W]	355	360	365	370
	Short Circuit Current ¹	I _{SC} [A]	9.77	9.83	9.89	9.94
	Open Circuit Voltage ¹	V _{OC} [V]	47.30	47.59	47.87	48.15
	Current at MPP	I _{MPP} [A]	9.20	9.28	9.36	9.43
	Voltage at MPP	V _{MPP} [V]	38.57	38.79	39.01	39.22
	Efficiency ¹	η [%]	≥ 17.8	≥ 18.1	≥ 18.3	≥ 18.6
MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT ²						
Minimum	Power at MPP	P _{MPP} [W]	264.9	268.6	272.4	276.1
	Short Circuit Current	I _{SC} [A]	7.87	7.92	7.96	8.01
	Open Circuit Voltage	V _{OC} [V]	44.57	44.84	45.11	45.38
	Current at MPP	I _{MPP} [A]	7.22	7.29	7.35	7.42
	Voltage at MPP	V _{MPP} [V]	36.67	36.86	37.04	37.22

¹Measurement tolerances P_{MPP} ± 3%; I_{SC}; V_{OC} ± 5% at STC; 1000 W/m², 25 ± 2°C, AM 1.5 G according to IEC 60904-3 • 2800 W/m², NMOT, spectrum AM 1.5 G

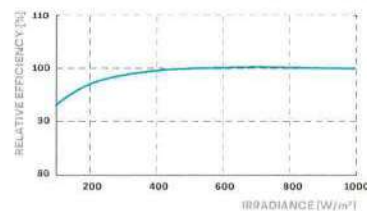
Q CELLS PERFORMANCE WARRANTY



At least 97% of nominal power during first year. Thereafter max. 0.6% degradation per year. At least 92% of nominal power up to 10 years. At least 83% of nominal power up to 25 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Q CELLS sales organisation of your respective country.

PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25°C, 1000 W/m²).

TEMPERATURE COEFFICIENTS

Temperature Coefficient of I _{SC}	α	[%/K]	+0.04	Temperature Coefficient of V _{OC}	β	[%/K]	-0.28
Temperature Coefficient of P _{MPP}	γ	[%/K]	-0.39	Normal Module Operating Temperature	NMOT	[°C]	43 ± 3

PROPERTIES FOR SYSTEM DESIGN

Maximum System Voltage	V _{sys} [V]	1500	Safety Class	II
Maximum Reverse Current	I _R [A]	20	Fire Rating	C / TYPE 1
Max. Design Load, Push / Pull	[Pa]	3600 / 1600	Permitted Module Temperature on Continuous Duty	-40°C - +85°C
Max. Test Load, Push / Pull	[Pa]	5400 / 2400		

QUALIFICATIONS AND CERTIFICATES

IEC 61215:2016; IEC 61730:2016, Application Class II;
This data sheet complies with DIN EN 50380.



PACKAGING INFORMATION

Number of Modules per Pallet	29
Number of Pallets per Trailer (24t)	26
Number of Pallets per 40' HC-Container (26t)	22
Pallet Dimensions (L × W × H)	2065 × 1150 × 1190mm
Pallet Weight	758kg

Note: Installation instructions must be followed. See the installation and operating manual or contact our technical service department for further information on approved installation and use of this product.

Hanwha Q CELLS GmbH

Sonnenallee 17-21, 06766 Bitterfeld-Wolfen, Germany | TEL +49 (0)3494 66 99-23444 | FAX +49 (0)3494 66 99-23000 | EMAIL sales@q-cells.com | WEB www.q-cells.com

Engineered in Germany



Specifications subject to technical changes © Q CELLS Q-PEAK L-G4.5-365-375-2019-03_Rev.01_EN

Metro - Bus Garage
Installed Module (Sub Array 3)

SOLAR'S MOST TRUSTED



REC TWINPEAK 2S MONO 72 SERIES

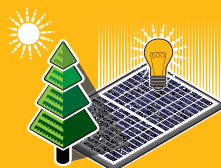
PREMIUM SOLAR PANELS 100% MADE IN SINGAPORE

REC TwinPeak 2S Mono 72 Series solar panels feature an innovative design with high efficiency and an industry-leading lightweight, yet robust construction, enabling customers to get the most out of the installation area.

Combined with the product quality and reliability of a strong and established European brand, REC TwinPeak 2S Mono 72 Series panels are ideal for all types of commercial rooftop and utility installations worldwide.



**REDUCES BALANCE OF
SYSTEM COSTS**



**IMPROVED PERFORMANCE
IN SHADED CONDITIONS**



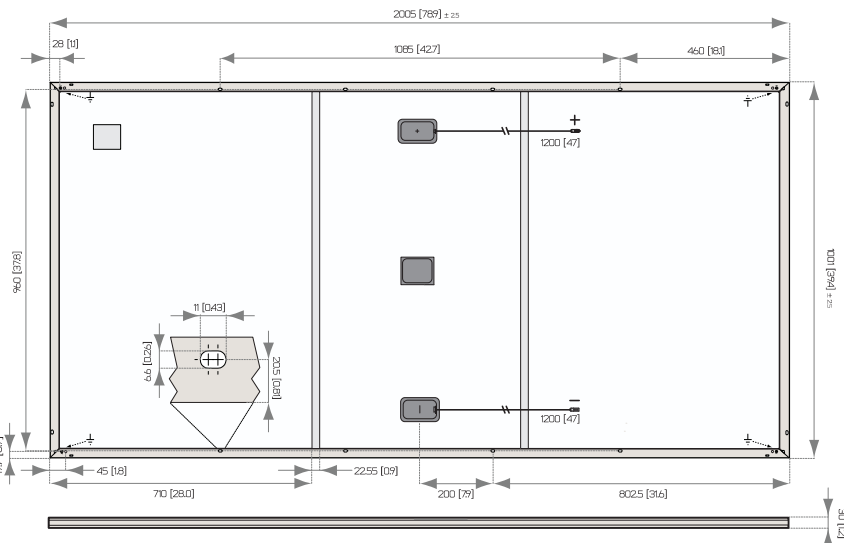
**INDUSTRY-LEADING
LIGHTWEIGHT 72-CELL PANEL**



**100%
PID FREE**

Metro - Bus Garage Installed Module (Sub Array 3)

25 MONO 72 SERIES



All measurements in mm [in]

ELECTRICAL DATA @ STC

Product code*: RECxxxTP2SM 72

Nominal Power - P_{MAX} (Wp)	370	375	380	385	390	395	400
Watt Class Sorting - (W)	0/+5	0/+5	0/+5	0/+5	0/+5	0/+5	0/+5
Nominal Power Voltage - V_{MPP} (V)	39.8	40.1	40.3	40.5	40.7	40.9	41.1
Nominal Power Current - I_{MPP} (A)	9.30	9.36	9.43	9.51	9.58	9.66	9.73
Open Circuit Voltage - V_{OC} (V)	47.0	47.4	48.0	48.6	49.2	49.8	50.4
Short Circuit Current - I_{SC} (A)	10.02	10.04	10.05	10.07	10.08	10.09	10.10
Panel Efficiency (%)	18.4	18.7	18.9	19.2	19.4	19.7	20.0

Values at standard test conditions STC (airmass AM1.5, irradiance 1000 W/m², cell temperature 77°F (25°C).
At low irradiance of 200 W/m² (AM1.5 and cell temperature 77°F (25°C)) at least 95% of the STC module efficiency will be achieved.
*xxx indicates the nominal power class (P_{MAX}) at STC, and can be followed by the suffix XV for modules with a 1500 V maximum system rating.

ELECTRICAL DATA @ NMOT

Product code*: RECxxxTP2SM 72

Nominal Power - P_{MAX} (Wp)	276	280	283	287	290	295	298
Nominal Power Voltage - V_{MPP} (V)	37.1	37.3	37.5	37.7	37.9	38.1	38.3
Nominal Power Current - I_{MPP} (A)	7.44	7.49	7.54	7.60	7.66	7.73	7.78
Open Circuit Voltage - V_{OC} (V)	43.7	44.1	44.7	45.3	45.8	46.4	46.9
Short Circuit Current - I_{SC} (A)	8.02	8.03	8.04	8.06	8.06	8.07	8.08

Nominal cell operating temperature NOCT (800 W/m², AM 1.5, windspeed 1 m/s, ambient temperature 68°F (20°C).
*xxx indicates the nominal power class (P_{MAX}) at STC, and can be followed by the suffix XV for modules with a 1500 V maximum system rating.

CERTIFICATION



IEC 61215, IEC 61730 & IEC 62941; UL 61730,
Fire classification: Type 1 (1500 V XV) / Type 2 (1000 V),
IEC 61701, IEC 62804, IEC 62716,
ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007

WARRANTY

20 year product warranty
25 year linear power output warranty
Max. performance degradation of 0.5% p.a. from 97.5% in year 1
See warranty conditions for further details.

20.0% EFFICIENCY
20 YEAR PRODUCT WARRANTY
25 YEAR LINEAR POWER OUTPUT WARRANTY

GENERAL DATA

Cell type:	144 half-cut monocrystalline PERC cells 6 strings of 24 cells in series
Glass:	0.13" (3.2 mm) solar glass with anti-reflection surface treatment
Backsheet:	Highly resistant polymeric construction
Frame:	Anodized aluminum
Support bars:	Anodized aluminum
Junction box:	3-part, 3 bypass diodes, IP67 rated in accordance with IEC 62790
Cable:	4 mm ² solar cable, 1.2 m + 1.2 m in accordance with EN 50618
Connectors:	Stäubli MC4-Evo2 PV-KBT4-EVO-2/PV-KST4-EVO-2 (4 mm ²) in accordance with IEC 62852, IP68 only when connected Tonglin TL-Cable015-F (4 mm ²) in accordance with IEC 62852, IP68 only when connected
Origin:	Made in Singapore

MAXIMUM RATINGS

Operational temperature:	-40 ... +185°F (-40 ... +85°C)
Maximum system voltage:	1000 V / 1500 V
Design load (+): snow	75.2 lbs/ft ² (3600 Pa)*
Maximum test load (+):	112.8 lbs/ft ² (5400 Pa)*
Design load (-): wind	33.4 lbs/ft ² (1600 Pa)*
Maximum test load (-):	50.1 lbs/ft ² (2400 Pa)*
Max series fuse rating:	25 A
Max reverse current:	25 A

* Calculated using a safety factor of 1.5
* See installation manual for mounting instructions

TEMPERATURE RATINGS

Nominal Module Operating Temperature:	44.6°C (±2°C)
Temperature coefficient of P_{MAX} :	-0.37 %/°C
Temperature coefficient of V_{OC} :	-0.28 %/°C
Temperature coefficient of I_{SC} :	0.04 %/°C

*The temperature coefficients stated are linear values

MECHANICAL DATA

Dimensions:	78.9" x 39.4" x 1.2" (2005 x 1001 x 30 mm)
Area:	21.6 ft ² (2.01 m ²)
Weight:	48.5 lbs (22 kg)

Specifications subject to change without notice.

REC-PM-05-07-23 Rev-E 1.2.20

REC Group is an international pioneering solar energy company dedicated to empowering consumers with clean, affordable solar power in order to facilitate global energy transitions. Committed to quality and innovation, REC offers photovoltaic modules with leading high quality, backed by an exceptional low warranty claims rate of less than 100ppm. Founded in Norway in 1996, REC employs 2,000 people and has an annual solar panel capacity of 1.8 GW. With over 10 GW installed worldwide, REC is empowering more than 16 million people with clean solar energy. REC Group is a Bluestar Elkem company with headquarters in Norway, operational headquarters in Singapore, and regional bases in North America, Europe, and Asia-Pacific.



www.recgroup.com

Power Optimizer For North America

P860



POWEROPTIMIZER

PV power optimization at the module-level The most cost effective solution for commercial and large field installations

- Specifically designed to work with SolarEdge inverters
- Up to 25% more energy
- Superior efficiency (99.5%)
- Balance of System cost reduction; 50% less cables, fuses and combiner boxes, over 2x longer string lengths possible
- Fast installation with a single bolt
- Advanced maintenance with module-level monitoring
- Module-level voltage shutdown for installer and firefighter safety
- Meets NEC requirements for arc fault protection (AFCI) and Photovoltaic Rapid Shutdown System (PVRSS)
- Use with two PV modules connected in parallel

For North America

P860

Optimizer Model (Typical Module Compatibility)	P860 (for 2 x 72 cell modules)	
INPUT		
Rated Input DC Power ⁽¹⁾	860	W
Connection type	Dual input for independently connected modules	
Absolute Maximum Input Voltage (Voc at lowest temperature)	60	Vdc
MPPT Operating Range	12.5 – 60	Vdc
Maximum Short Circuit Current (Isc)	22	Adc
Maximum Short Circuit Current per input (Isc)	11	Adc
Maximum Efficiency	99.5	%
Weighted Efficiency	98.6	%
Overvoltage Category	II	
OUTPUT DURING OPERATION (POWER OPTIMIZER CONNECTED TO OPERATING SOLAREEDGE INVERTER)		
Maximum Output Current	18	Adc
Maximum Output Voltage	85	Vdc
OUTPUT DURING STANDBY (POWER OPTIMIZER DISCONNECTED FROM SOLAREEDGE INVERTER OR SOLAREEDGE INVERTER OFF)		
Safety Output Voltage per Power Optimizer	1 ± 0.1	Vdc
STANDARD COMPLIANCE		
Photovoltaic Rapid Shutdown System	Compliant with NEC 2014, 2017 ⁽²⁾	
EMC	FCC Part 15 Class B, IEC61000-6-2, IEC61000-6-3	
Safety	IEC62109-1 (class II safety), UL1741	
Material	UL94 V-0, UV Resistant	
RoHS	Yes	
INSTALLATION SPECIFICATIONS		
Compatible SolarEdge Inverters	Three phase inverters	
Maximum Allowed System Voltage	1000	Vdc
Dimensions (W x L x H)	128 x 168 x 59 / 5 x 6.61 x 2.32	mm / in
Weight (including cables)	1064 / 2.34	gr / lb
Input Connector	MC4 Dual Input ⁽³⁾	
Output Wire Type / Connector	Double Insulated; MC4	
Output Wire Length	6.9 / 2.1	ft / m
Operating Temperature Range ⁽⁴⁾	-40 – +85 / -40 – +185	°C / °F
Protection Rating	IP68 / NEMA6P	
Relative Humidity	0 – 100	%

⁽¹⁾ Rated power of the module at STC will not exceed the optimizer "Rated Input DC Power". Modules with up to +5% power tolerance are allowed.

⁽²⁾ NEC 2017 requires max combined input voltage be not more than 80V.

⁽³⁾ In a case of odd number of PV modules in one string, it is allowed to install one P860 power optimizer connected to one PV module. When connecting a single module to P860, seal the unused input connectors with the supplied pair of seals.

⁽⁴⁾ For ambient temperature above +70°C / +158°F power de-rating is applied. Refer to Power Optimizers Temperature De-Rating Application Note for more details.

PV System Design Using a SolarEdge Inverter ⁽⁵⁾		Three Phase 208V ⁽⁶⁾	Three Phase 480V	
Minimum String Length	Power Optimizers	8	13	
	PV Modules	16	26	
Maximum String Length	Power Optimizers	30		
	PV Modules	60		
Maximum Power per String		7200	15300	W
Parallel Strings of Different Lengths or Orientations		Yes		

⁽⁵⁾ It is not allowed to mix P860 with P730/P800p/P850 in one string or to mix with P300/P320/P400/P405 in one string.

⁽⁶⁾ P860 design with three phase 208V inverters is limited. Use the SolarEdge Designer for verification.

REC N-PEAK 2 BLACK SERIES

PREMIUM FULL BLACK MONO
N-TYPE SOLAR PANELS



MONO N-TYPE: THE
MOST EFFICIENT C-SI
TECHNOLOGY



NO LIGHT INDUCED
DEGRADATION



SUPER-STRONG
FRAME UP TO 7000 PA
SNOW LOAD



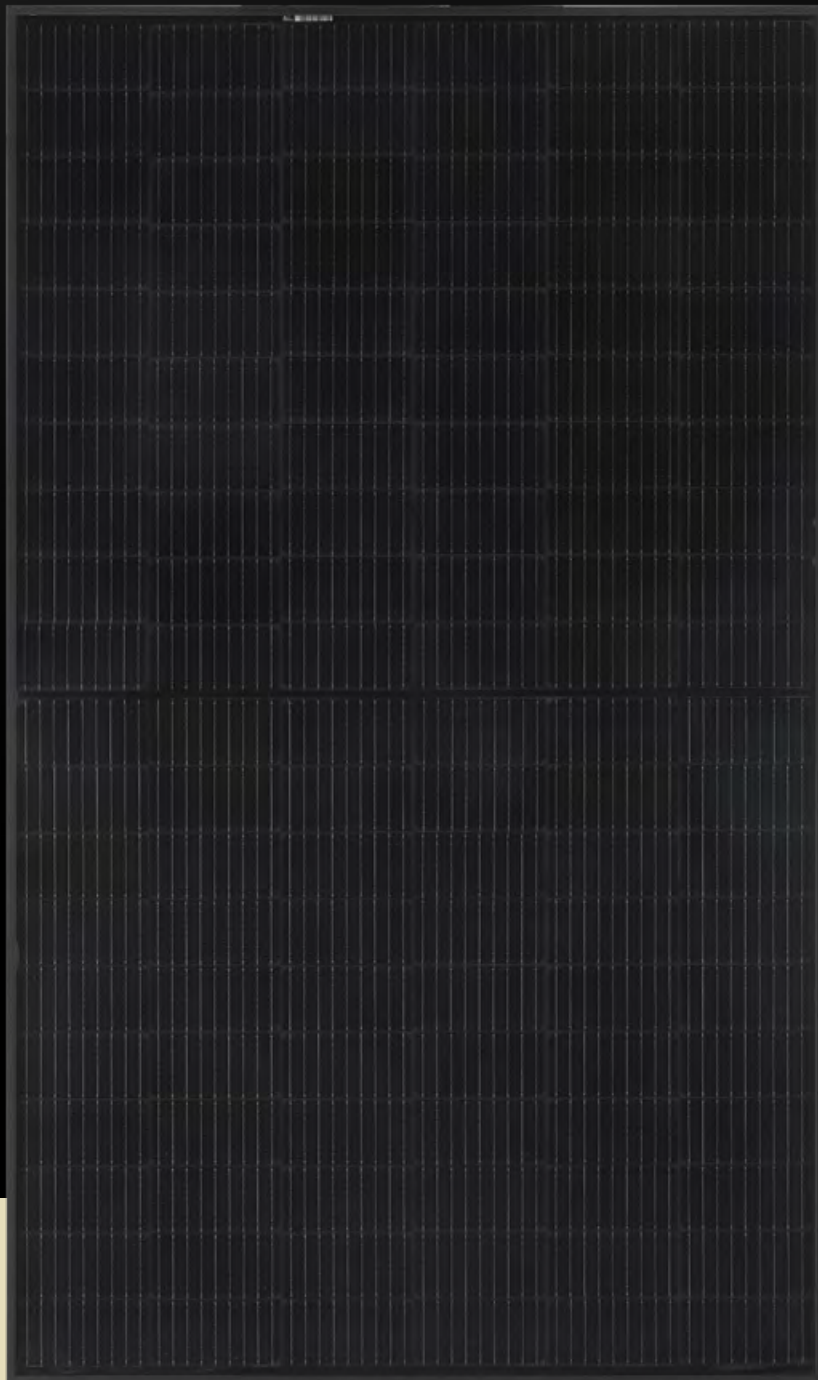
FLEXIBLE
INSTALLATION
OPTIONS



FEATURING REC'S
PIONEERING
TWIN DESIGN



HIGH POWER
FOR 25 YEARS



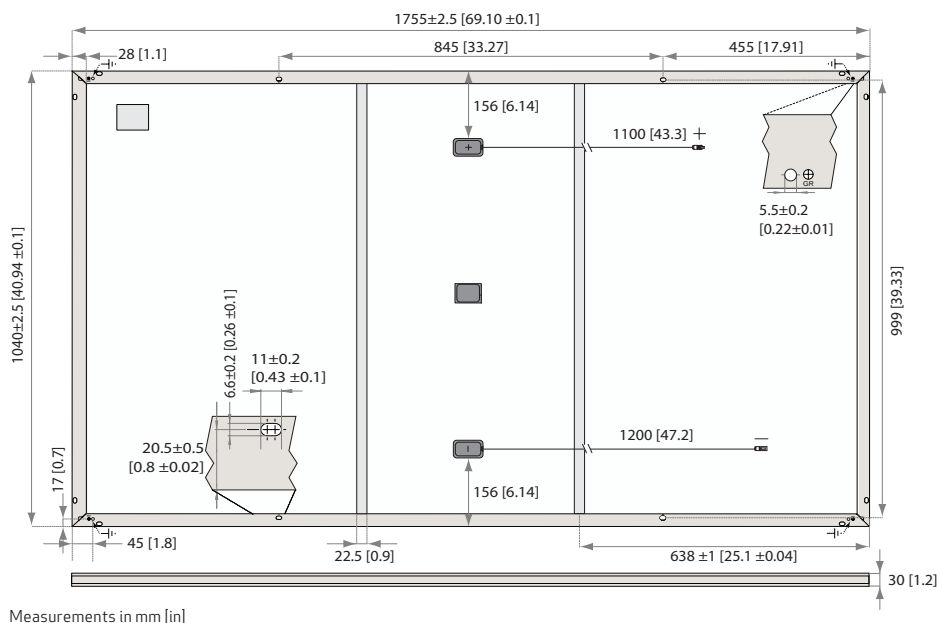
370
WP
POWER



ELIGIBLE

Metro BRT Stations Installed Module

REC N PEAK 2 BLACK SERIES



GENERAL DATA

Cell type:	120 half-cut mono c-Si n-type cells 6 strings of 20 cells in series
Glass:	3.2 mm solar glass with anti-reflection surface treatment
Backsheet:	Highly resistant polymeric construction (black)
Frame:	Anodized aluminum (black) with silver support bars
Junction box:	3-part, 3 bypass diodes, IP68 rated in accordance with IEC 62790
Cable:	4 mm ² solar cable, 1.1 m + 1.2 m in accordance with EN 50618
Connectors:	Stäubli MC4 PV-KBT4/KST4 (4 mm ²) in accordance with IEC 62852 IP68 only when connected
Origin:	Made in Singapore

MECHANICAL DATA

Dimensions:	1755 x 1040 x 30 mm
Area:	1.83 m ²
Weight:	20.0 kg

ELECTRICAL DATA @ STC

Product code*: RECxxxNP2 Black

Nominal Power - P _{MAX} (Wp)	350	355	360	365	370
Watt Class Sorting - (W)	0/+5	0/+5	0/+5	0/+5	0/+5
Nominal Power Voltage - V _{MPP} (V)	33.1	33.5	33.9	34.3	34.7
Nominal Power Current - I _{MPP} (A)	10.57	10.60	10.62	10.65	10.68
Open Circuit Voltage - V _{OC} (V)	40.6	40.7	40.8	40.9	41.1
Short Circuit Current - I _{SC} (A)	11.22	11.27	11.31	11.36	11.41
Panel Efficiency (%)	19.1	19.4	19.7	20.0	20.3

Values at standard test conditions (STC: air mass AM1.5, irradiance 1000 W/m², temperature 25°C), based on a production spread with a tolerance of P_{MAX}, V_{OC} & I_{SC} ±3% within one watt class. *Where xxx indicates the nominal power class (P_{MAX}) at STC above.

ELECTRICAL DATA @ NMOT

Product code*: RECxxxNP2 Black

Nominal Power - P _{MAX} (Wp)	264	268	272	276	280
Nominal Power Voltage - V _{MPP} (V)	31.0	31.3	31.7	32.1	32.5
Nominal Power Current - I _{MPP} (A)	8.54	8.56	8.58	8.60	8.63
Open Circuit Voltage - V _{OC} (V)	38.0	38.1	38.2	38.2	38.4
Short Circuit Current - I _{SC} (A)	9.06	9.10	9.13	9.18	9.22

Nominal module operating temperature (NMOT: air mass AM1.5, irradiance 800 W/m², temperature 20°C, windspeed 1 m/s).

*Where xxx indicates the nominal power class (P_{MAX}) at STC above.

CERTIFICATIONS

IEC 61215:2016, IEC 61730:2016, UL 61730	
IEC 62804	PID
IEC 61701	Salt Mist
IEC 62716	Ammonia Resistance
ISO 11925-2	Ignitability (Class E)
IEC 62782	Dynamic Mechanical Load
IEC 61215-2:2016	Hailstone (35mm)
ISO 14001:2004, ISO 9001:2015, OHSAS 18001:2007, IEC 62941	



WARRANTY

	Standard	REC ProTrust
Installed by an REC Certified Solar Professional	No	Yes
System Size	Any	≤25 kW 25-500 kW
Product Warranty (yrs)	20	25
Power Warranty (yrs)	25	25
Labor Warranty (yrs)	0	10
Power in Year 1	98%	98%
Annual Degradation	0.25%	0.25%
Power in Year 25	92%	92%

See warranty documents for details. Some conditions apply.

MAXIMUM RATINGS

Operational temperature:	-40 ... +85°C
Maximum system voltage:	1000 V
Maximum test load (front):	+7000 Pa (713 kg/m ²)*
Maximum test load (rear):	-4000 Pa (407 kg/m ²)*
Max series fuse rating:	25 A
Max reverse current:	25 A

* See installation manual for mounting instructions.
Design load = Test load / 1.5 (safety factor)

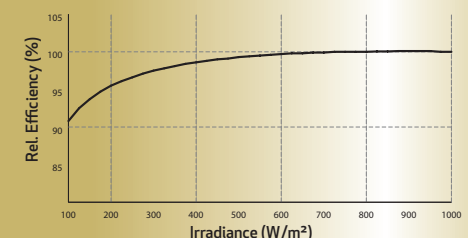
TEMPERATURE RATINGS *

Nominal Module Operating Temperature:	44.3°C (±2°C)
Temperature coefficient of P _{MAX} :	-0.34 %/°C
Temperature coefficient of V _{OC} :	-0.26 %/°C
Temperature coefficient of I _{SC} :	0.04 %/°C

* The temperature coefficients stated are linear values

LOW LIGHT BEHAVIOUR

Typical low irradiance performance of module at STC:



Founded in 1996, REC Group is an international pioneering solar energy company dedicated to empowering consumers with clean, affordable solar power. As Solar's Most Trusted, REC is committed to high quality, innovation, and a low carbon footprint in the solar materials and solar panels it manufactures. Headquartered in Norway with operational headquarters in Singapore, REC also has regional hubs in North America, Europe, and Asia-Pacific.



IQ8 Series Microinverters

Our newest IQ8 Microinverters are the industry's first microgrid-forming, software-defined microinverters with split-phase power conversion capability to convert DC power to AC power efficiently. The brain of the semiconductor-based microinverter is our proprietary application-specific integrated circuit (ASIC) which enables the microinverter to operate in grid-tied or off-grid modes. This chip is built in advanced 55nm technology with high speed digital logic and has super-fast response times to changing loads and grid events, alleviating constraints on battery sizing for home energy systems.



Part of the Enphase Energy System, IQ8 Series Microinverters integrate with the Enphase IQ Battery, Enphase IQ Gateway, and the Enphase App monitoring and analysis software.



IQ8 Series Microinverters redefine reliability standards with more than one million cumulative hours of power-on testing, enabling an industry-leading limited warranty of up to 25 years.



Connect PV modules quickly and easily to IQ8 Series Microinverters using the included Q-DCC-2 adapter cable with plug-n-play MC4 connectors.



IQ8 Series Microinverters are UL Listed as PV Rapid Shut Down Equipment and conform with various regulations, when installed according to manufacturer's instructions.

Easy to install

- Lightweight and compact with plug-n-play connectors
- Power Line Communication (PLC) between components
- Faster installation with simple two-wire cabling

High productivity and reliability

- Produce power even when the grid is down
- More than one million cumulative hours of testing
- Class II double-insulated enclosure
- Optimized for the latest high-powered PV modules

Microgrid-forming

- Complies with the latest advanced grid support
- Remote automatic updates for the latest grid requirements
- Configurable to support a wide range of grid profiles
- Meets CA Rule 21 (UL 1741-SA) requirements

Metro BRT Stations

MLPE Series Microinverters

INPUT DATA (DC)		I08-60-2-US	I08PLUS-72-2-US	I08M-72-2-US	I08A-72-2-US	I08H-240-72-2-US	I08H-208-72-2-US
Commonly used module pairings ²	W	235 – 350	235 – 440	260 – 460	295 – 500	320 – 540+	295 – 500+
Module compatibility		60-cell/120 half-cell	60-cell/120 half-cell and 72-cell/144 half-cell				
MPPT voltage range	V	27 – 37	29 – 45	33 – 45	36 – 45	38 – 45	38 – 45
Operating range	V	25 – 48	25 – 58				
Min/max start voltage	V	30 / 48	30 / 58				
Max input DC voltage	V	50	60				
Max DC current ³ [module Isc]	A	15					
Overvoltage class DC port		II					
DC port backfeed current	mA	0					
PV array configuration		1x1 Ungrounded array; No additional DC side protection required; AC side protection requires max 20A per branch circuit					
OUTPUT DATA (AC)		I08-60-2-US	I08PLUS-72-2-US	I08M-72-2-US	I08A-72-2-US	I08H-240-72-2-US	I08H-208-72-2-US
Peak output power	VA	245	300	330	366	384	366
Max continuous output power	VA	240	290	325	349	380	360
Nominal (L-L) voltage/range ⁴	V	240 / 211 – 264					208 / 183 – 250
Max continuous output current	A	1.0	1.21	1.35	1.45	1.58	1.73
Nominal frequency	Hz	60					
Extended frequency range	Hz	50 – 68					
Max units per 20 A (L-L) branch circuit ⁵		16	13	11	11	10	9
Total harmonic distortion		<5%					
Overvoltage class AC port		III					
AC port backfeed current	mA	30					
Power factor setting		1.0					
Grid-tied power factor (adjustable)		0.85 leading – 0.85 lagging					
Peak efficiency	%	97.5	97.6	97.6	97.6	97.6	97.4
CEC weighted efficiency	%	97	97	97	97.5	97	97
Night-time power consumption	mW	60					
MECHANICAL DATA							
Ambient temperature range		-40°C to +60°C (-40°F to +140°F)					
Relative humidity range		4% to 100% (condensing)					
DC Connector type		MC4					
Dimensions (HxWxD)		212 mm (8.3”) x 175 mm (6.9”) x 30.2 mm (1.2”)					
Weight		1.08 kg (2.38 lbs)					
Cooling		Natural convection – no fans					
Approved for wet locations		Yes					
Acoustic noise at 1 m		<60 dBA					
Pollution degree		PD3					
Enclosure		Class II double-insulated, corrosion resistant polymeric enclosure					
Environ. category / UV exposure rating		NEMA Type 6 / outdoor					
COMPLIANCE							
Certifications		CA Rule 21 (UL 1741-SA), UL 62109-1, UL1741/IEEE1547, FCC Part 15 Class B, ICES-0003 Class B, CAN/CSA-C22.2 NO. 107.1-01					
		This product is UL Listed as PV Rapid Shut Down Equipment and conforms with NEC 2014, NEC 2017, and NEC 2020 section 690.12 and C22.1-2018 Rule 64-218 Rapid Shutdown of PV Systems, for AC and DC conductors, when installed according to manufacturer’s instructions.					

(1) The IQ8H-208 variant will be operating in grid-tied mode only at 208V AC. (2) No enforced DC/AC ratio. See the compatibility calculator at <https://link.enphase.com/module-compatibility> (3) Maximum continuous input DC current is 10.6A (4) Nominal voltage range can be extended beyond nominal if required by the utility. (5) Limits may vary. Refer to local requirements to define the number of microinverters per branch in your area.

IQ8SE-DS-0001-01-EN-US-2021-10-19



CITY OF MADISON

1. General. Throughout this document, "City of Madison," "City" and "Purchasing" shall be synonymous and mean the City of Madison. The words "bid" and "proposal" are synonymous, as are the words "bidder," "proposer" and "contractor." The phrases "request for proposal," "invitation for bids," "request," "invitation," and "solicitation" shall also be synonymous.
As applied to the winning or selected bidder, the words "bid," "proposal," and "contract" are synonymous.
2. Entire Agreement, Order of Precedence. These standard terms and conditions shall apply to any Purchase Order issued as a result of this Request for Bid/Proposal, except where expressly stated otherwise in the RFP or in a written instrument covering this purchase signed by an authorized representative of the City and the Contractor, in a form approved by the City Attorney (a "Separate Contract"). If such a separate contract is executed it shall constitute the entire agreement and no other terms and conditions, whether oral or written, shall be effective or binding unless expressly agreed to in writing by the City.
If a Separate Contract is not executed, these Standard Terms and Conditions, the City's request for proposals, the version of the vendor's bid that was accepted by the City, and the City's Purchase Order (if any) shall constitute a contract and will be the entire agreement.
Order of Precedence: If there is a conflict between this Section A and any terms in the vendor's accepted bid or proposal, this Section A shall control unless the parties expressly agree to another order of precedence, in writing. If there is a conflict between this Section A and a Separate Contract, the terms and conditions of the Separate Contract shall control.
- I. **TERMS FOR SUBMISSION OF BIDS: The following section applies to the bid/selection process only.**
3. This invitation for bids does not commit the City to award a contract, pay any costs incurred in preparation of bids, or to procure or contract for services or equipment. The City may require the bidder to participate in negotiation and to submit such additional price or technical or other revisions to his or her bids as may result from negotiation. The bidder shall be responsible for all costs incurred as part of his or her participation in the pre-award process.
The City reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities or technicalities which at the City's discretion are determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any offeror responding to this request. The City expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejections(s).
The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.
4. Addenda. Changes affecting the specifications will be made by addenda. Changes may include, or result in, a postponement in the bid due date. Bidders are required to complete the Bidder Response Sheet, acknowledging receipt of all parts of the bid, including all addenda.
5. Price Proposal. All bidders are required to identify the proposed manufacturer and model, and to indicate the proposed delivery time on the attached Proposal Form. Failure to do so may cause the bid to be considered not responsive. If desired, the bidder may include product literature and specifications. The price quoted will remain firm throughout each contract period. Any price increase proposed shall be submitted sixty (60) calendar days prior to subsequent contract periods and shall be limited to fully documented cost increases to the bidder which are demonstrated to be industry-wide.
6. Price Inclusion. The price quoted in any bid shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the furnishing and delivery of equipment or services pursuant to the specifications attached thereof. Any items omitted from the specifications which are clearly necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in these specifications.
7. Pricing and Discount.
 - a. Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea., etc.) as stated on the bid/proposal or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. If an apparent mistake exists in the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
 - b. In determination of award, discounts for early payment will only be considered when all other conditions are equal. Early payment is defined as payment within fifteen (15) days providing the discount terms are deemed favorable. All payment terms must allow the option of Net 30.
8. F.O.B. Destination Freight Prepaid. Bid prices must include all handling, transportation and insurance charges. Failure to bid FOB Destination Freight Prepaid may disqualify your bid.
9. Award.
 - a. The City will have sole discretion as to the methodology used in making the award. Where none is specified, the award will be made to the lowest responsible bidder in compliance with the specifications and requirements of this solicitation.
 - b. The right is reserved to make a separate award of each item, group of items or all items, and to make an award in whole or in part, whichever is deemed in the best interest of the City.
10. Responsiveness and Responsibility. Award will be made to the responsible and responsive bidder whose bid is most advantageous to the City with price and other factors considered. For the purposes of this project, responsiveness is defined as the bidder's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.
Responsibility is defined as the bidder's potential ability to perform successfully under the terms of the proposed contract. Briefly, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into

account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

The City reserves the right to refuse to accept any bid from any person, firm or corporation that is in arrears or is in default to the City, or has failed to perform faithfully any previous contract with the City. If requested, the bidder must present within five (5) working days evidence satisfactory to the City of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the bidder's ability to comply with the terms of this solicitation document.

11. Cancellation.

- a. The City reserves the right to cancel this bid, in whole or in part, at any time for any reason. The City may, in its sole discretion and without any reason, cancel or terminate any contract or purchase order awarded as a result of this bid, in whole or in part, without penalty, by providing ten (10) days written notice thereof to the contractor.
- a. In the event the Bidder shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue unremedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Agreement and all rights of the Bidder under the Agreement.
- b. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for contract termination. If the Bidder fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel and terminate the contract without notice.

II. CONDITIONS OF PURCHASE: The following section applies to purchases/contracts after the award. See Paragraphs 1 & 2 for applicability and order of precedence.

12. Specifications.

- a. All bidders must be in compliance with all specifications and any drawings provided with this solicitation. Exceptions taken to these specifications must be noted on your bid.
- b. When specific manufacturer and model numbers are used, they are to establish a design, type, construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and the bidder/proposer is responsible for providing sufficient information to establish equivalency. The City shall be the sole judge of equivalency. Bidders are cautioned to avoid bidding alternates which do not meet specifications, which may result in rejection of their bid/proposal.

13. Regulatory Compliance.

- a. Seller represents and warrants that the goods or services furnished hereunder, including all labels, packages, and container for said goods, comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods or services. Seller shall furnish Material Safety Data Sheets (MSDS) whenever applicable.
- b. If it is determined by the City that such standards are not met, the seller agrees to bear all costs required to meet the minimum standards as stated above for the equipment/products furnished under this contract.

14. Warranty. Unless otherwise specifically stated by the bidder, products shall be warranted against defects by the bidder for ninety (90) days from the date of receipt. If bidder or manufacturer offers warranty that exceeds 90 days, such warranty shall prevail.

15. Ownership of Printing Materials. All artwork, camera-ready copy, negative, dies, photos and similar materials used to produce a printing job shall become the property of the City. Any furnished materials shall remain the property of the City. Failure to meet this requirement will disqualify your bid.

16. Item Return Policy. Bidder will be required to accept return of products ordered in error for up to twenty-one (21) calendar days from date of receipt, with the City paying only the return shipping costs. Indicate in detail on the Bidder Response Sheet, your return policy.

17. Payment Terms and Invoicing. The City will pay properly submitted vendor invoices within thirty (30) days of receipt, providing good and/or services have been delivered, installed (if required), and accepted as specified.

- a. Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.
- b. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order and submittal to the correct address for processing. Invoice payment processing address is shown on the upper middle section of the purchase order. Send invoices to Accounts Payable address on the purchase order. Do not send invoices to Purchasing or ship to address.
- c. Bidders, proposers shall include discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.
- d. Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.

18. F.O.B. Destination Freight Prepaid. Unless otherwise agreed in writing, the vendor shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the City's dock.

19. **Tax Exemption.** The City of Madison is exempt from the payment of Federal Excise Tax and State Sales Tax. **The City Tax Exempt number is ES 42916.** Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder's bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.

20. **Affirmative Action.**

A. The following language applies to all successful bidders employing fifteen (15) or more employees (MGO 39.02(9)(c):

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the Contract is still in effect, or if the City enters into a new Agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated by the Department, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 20.A.) at the time the Request for Exemption in 20.B.(2) is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:

The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) **Exempt Status:** In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 20.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 20.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) **Request for Exemption – Fewer Than 15 Employees:** (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) **Exemption – Annual Aggregate Business:** (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 20.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.**

(4) **Release of Payment:** (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) **Articles of Agreement:**

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (check one):

- ☐ A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- ☐ B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- ☐ C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- ☐ D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the Contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

21. Nondiscrimination. During the term of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs

or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

22. Prevailing Wage. Where applicable under federal law, the Contractor warrants that prevailing wages will be paid to all trades and occupations.
23. **Indemnification.** The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of Contractor and any of Contractor's subcontractors in the performance of this agreement, whether caused by or contributed to by the negligence of the City or its officers, officials, agents or employees.
24. Insurance.
The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.
 - a. Commercial General Liability - The Contractor shall procure and maintain during the life of this contract, Commercial General Liability insurance including, but not limited to, products and completed operations, bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.
 - b. Automobile Liability - The Contractor shall procure and maintain during the life of this contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.
 - c. Worker's Compensation - The Contractor shall procure and maintain during the life of this contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.
 - d. Professional Liability - The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.
 - e. Acceptability of Insurers - The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
 - f. Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:
 City of Madison
 ATTN: Risk Management, Room 406
 210 Martin Luther King, Jr. Blvd.
 Madison, WI 53703
 The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.
25. Work Site Damages. Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.
26. Compliance.
 - a. Regulations. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.
 - b. Licensing and Permits. The Contractor selected under this bid shall be required to demonstrate valid **possession of appropriate required licenses and will** keep them in effect for the term of this contract. The Contractor shall also be required, when appropriate, to obtain the necessary building permits prior to performing work on City facilities.
27. Warranty of Materials and Workmanship.
 - a. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades.
 - b. Work not conforming to these warranties shall be considered defective.

c. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.

28. Replacement of Defective Work or Materials. Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the Contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this contract and its specifications.
29. Reservation of the Right to Inspect Work. At any time during normal business hours and as often as the City may deem necessary, the Contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the Contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, contract requirements and specifications.
30. Sweatfree Procurement of Items of Apparel. If this bid results in the procurement of \$15,000 or more in garments or items of clothing, any part of which is a textile, or any shoes/ footwear, then Sec. 4.25 of the Madison General Ordinances, "Procurement of Items of Apparel", is hereby incorporated by reference and made part of this contract. See Section 4.25(2) at www.municode.com for applicability specifics. The contractor shall follow labor practices consistent with international standards of human rights, meaning that, at a minimum, contractor shall adhere to the minimum employment standards found in Section 4.25 and shall require all subcontractors and third-party suppliers to do the same. For purposes of sec. 4.25, "Subcontractor" means a person, partnership, corporation or other entity that enters into a contract with the contractor for performance of some or all of the City-contracted work and includes all third-party suppliers or producers from whom the contractor or its contractors obtains or sources goods, parts or supplies for use on the city contract and is intended to include suppliers at all level of the supply chain. The standards in Sec. 4.25 shall apply in all aspects of the contractor's and subcontractor's operations, including but not limited to, manufacture, assembly, finishing, laundering or dry cleaning, (where applicable), warehouse distribution, and delivery. Contractor acknowledges that by entering into this contract, Contractor shall be subject to all of the requirements and sanctions of sec. 4.25 of the Madison General Ordinances.
- The sanctions for violating Sec. 4.25 under an existing contract are as follows:
- a. Withholding of payments under an existing contract.
 - b. Liquidated damages. The contractor may be charged liquidated damages on an existing contract of two thousand dollars (\$2,000) per violation, or an amount equaling twenty percent (20%) of the value of the apparel, garments or corresponding accessories, equipment, materials, or supplies that the City demonstrates were produced in violation of the contract and/or this ordinance per violation; whichever is greater.
 - c. Termination, suspension or cancellation of a contract in whole or in part.
 - d. Nonrenewal when a contract calls for optional renewals.
 - e. Nonrenewal for lack of progress or impossible compliance. The City reserves the right to refuse to renew the contract that calls for optional renewals, when the contractor cannot comply with the minimum standard under (4)(b) and the noncompliance is taking place in a country where:
 - (1) Progress toward implementation of the standards in this Ordinance is no longer being made; and
 - (2) Compliance with the employment standards in the Ordinance is deemed impossible by the City and/or any independent monitoring agency acting on behalf of the City. Such determination shall be made in the sole opinion of the City and may be based upon examination of reports from governmental, human rights, labor and business organizations and after consultation with the relevant contractors and sub-contractors and any other evidence the City deems reliable.
 - f. Disqualification of the contractor from bidding or submitting proposals on future City contracts, or from eligibility for future city procurements as defined in sub. (2), whether or not formal bidding or requests for proposals are used, for a period of one (1) year after the first violation is found and for a period of three (3) years after a second or subsequent violation is found. The disqualification shall apply to the contractor who committed the violation(s) whether that be under the same corporate name, or as an individual, or under the name of another corporation or business entity of which he or she is a member, partner, officer, or agent.
- The exercise by the City of any or all of the above remedies, or failure to so exercise, shall not be construed to limit other remedies available to the City under this Contract nor to any other remedies available at equity or at law.
31. Local Purchasing. The City of Madison has adopted a local preference purchasing policy granting a 5 percent request for proposal and 1 percent request for bid scoring preference to local vendors.
- To facilitate the identification of local suppliers, the City has provided an on-line website as an opportunity for suppliers to voluntarily identify themselves as local, and to assist City staff with their buying decisions. Proposers seeking to obtain local preference are required to register on the City of Madison online registration website. Only vendors registered as of the bid due date will receive preference. Additional information is available at: <https://www.cityofmadison.com/finance/purchasing/local-businesses/register-business/>.
32. Weapons Prohibition. Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m). This section does not apply to employees who are required to carry a weapon under the express terms of the Contract (such as armed security guard services, etc.).
33. Software & Technology Purchases.
- a. Software Licenses. All software license agreements shall include the City's mandatory legal terms and conditions as determined by the City Attorney. Please be advised that no City employee has the authority to bind the City by clicking on an End User License Agreement (EULA) or any other click-through terms and conditions without being specifically authorized by the City's Chief Information Officer through procedures approved by the City Attorney and Risk Manager. All legal documents associated with the purchase or download of software must be reviewed by the City Attorney and may only be signed by an individual authorized to do so.

- b. Network Connection Policy. If this purchase includes software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: www.cityofmadison.com/attorney/documents/posNetworkConnection.doc is hereby incorporated and made a part of the Contract and Contractor agrees to comply with all of its requirements.

34. Ban the Box - Arrest and Criminal Background Checks.

This provision applies to service contracts of more than \$25,000 executed by the City on January 1, 2016 or later, unless exempt by Sec. 39.08 of the Madison General Ordinances (MGO).

- a. Definitions. For purposes of this requirement, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

- b. Requirements. For the duration of any contract awarded under this RFP, the successful contractor shall:

- (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
- (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after a conditional offer of employment is made to the applicant in question.
- (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
- (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure, using language provided by the City.
- (5) Comply with all other provisions of Sec. 39.08, MGO.

- c. Exemptions: This section does not apply when:

- (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
- (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt under sec. C.1. or 2. above, contractor must demonstrate to the City that there is a law or regulation that requires the background check in question. If so, the contractor is exempt from this section for the position(s) in question.

For City Use Only:

Contract Expiration Date: _____

Does the contract include renewals? ☐ Yes ☐ No

No. of renewals: _____

Contract/Project Name: _____

Are the renewals Automatic or Optional? ☐ Automatic ☐ Optional

Duration of each renewal: _____

City of Madison CONTRACT FOR PURCHASE OF SERVICES

1. PARTIES.

This is a Contract between the City of Madison, a Wisconsin municipal corporation ("City") and _____ ("Contractor").

The Contractor is a: ☐ Corporation ☐ Limited Liability Company ☐ General Partnership ☐ LLP
 (to be completed by contractor) ☐ Sole Proprietor ☐ Unincorporated Association ☐ Other: _____

2. PURPOSE.

The purpose of this Contract is as set forth in Section 3.

3. SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):

Attachment A: (name) (List all attachments here by name, and label and attach them, in order.)

Attachment B: (name)

Order of Precedence: In the event of a conflict between the terms of this Contract for Purchase of Services and the terms of any document attached or incorporated herein, the terms of this Contract for Purchase of Services shall control and supersede any such conflicting term.

4. TERM AND EFFECTIVE DATE.

This Contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Madison. The term of this Contract shall be: *(Select only one check box below and leave the others blank.)*

- ☐ from _____ to _____.
- ☐ _____ year(s) from the date of final signature by the City.
- ☐ _____ months from the date of final signature by the City.
- ☐ _____ year(s) from (insert a hard start date).
- ☐ _____ months from (insert a hard start date).
- ☐ As set forth in (reference exhibit or attachment above and the section number of that document where the contract term is described).

Add this language only if renewal terms have been agreed and authorized:

This contract may be renewed in writing, signed by authorized representatives of each party, for up to (number of total renewal terms) of renewal terms of (length of each renewal such as one (1) year) year(s) each.

5. CONTRACT PRICE.

It is expressly understood and agreed that in no event will the total Contract price paid by the City exceed:

- ☐ a total of \$ _____.
- ☐ The pricing set forth in (refer to an exhibit/attachment listed above).
- ☐ Other: (specify details here).

6. BASIS FOR PAYMENT.**A. GENERAL.**

- (1) The City will pay Contractor for completed and accepted services rendered and any goods or products under this Contract at the Contract Price set forth in Section 5. Such payment shall be full payment for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services. Payment in excess of the total Contract price will not be allowed unless authorized by a formal amendment signed by authorized representatives of both parties.
- (2) **Payment Schedule:** The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. Final payment of any balance due the Contractor will be made upon acceptance by the City of the services and any deliverables required by the Contract and upon receipt by the City of documents required to be returned or to be furnished by the Contractor.
- (3) **Invoicing:** The Contractor shall submit invoices in a format approved by the City and as may be further specified in Section 3 of this Contract. Invoices shall include date(s) services are performed. If this Contract contains more than one product or service, invoices shall be itemized accordingly. The final invoice, if applicable, shall be submitted to the City in accordance with any agreed invoicing schedule but in no case later than thirty (30) days after completion of services and delivery of any goods.
- (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.

- (5) The City has the equitable right to set off against any sum due and payable to the Contractor under this Contract, any amount the City determines the Contractor owes the City, whether arising under this Contract or under any other Contract or otherwise.
- (6) The City will not compensate for unsatisfactory performance by the Contractor.
- B. **EXTRA SERVICES OR DECREASED SERVICES.**
 - (1) The City may request, in writing, extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits, if any, specified in this Contract.
 - (2) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this Contract. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
 - (3) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

7. **ASSIGNABILITY/SUBCONTRACTING.**

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval or unless expressly stated otherwise in an attachment incorporated in Section 3. Unless the City has expressly approved subcontracting, all of the services required hereunder will be performed by Contractor and employees of Contractor.

8. **DESIGNATED REPRESENTATIVE.**

Contractor designates _____ as Contract Agent with primary responsibility for the performance of this Contract. If the Contract Agent resigns, is replaced, or is no longer acting as Contract Agent for any reason, Contractor will notify the City in writing of the change, and propose a replacement Contract Agent within seven (7) calendar days. The City may accept another person as the Contract Agent or may terminate this Contract under Section 25, at its option.

9. **PROSECUTION AND PROGRESS.**

- A. Services under this Contract shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this Contract within the time for completion as specified in the attachment(s) listed in Section 3. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice, and at such other times as the City may specify, unless another procedure is specified in Section 3.
- E. The Contractor shall notify the City in writing when the services under this Contract have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

10. **EXTRA SERVICES.**

The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 6. Extra services or decreased services means services which are not different in kind or nature from the services called for in Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price set forth in Section 5, unless the Contract is formally amended.

11. **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NONDISCRIMINATION.**

During the term of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

13. **AFFIRMATIVE ACTION.****A. The following language applies to all contractors employing fifteen (15) or more employees (MGO 39.02(9)(c):**

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the Contract is still in effect, or if the City enters into a new Contract with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated by the Department, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 13.A.) at the time the Request for Exemption in 13.B.(2) is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:
The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or fewer	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) Exempt Status: In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 13.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 13.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) Request for Exemption – Fewer Than 15 Employees: (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) Exemption – Annual Aggregate Business: (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.**

(4) Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) Articles of Agreement:

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal

employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (**check one**):

- ☐ A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- ☐ B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- ☐ C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- ☐ D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the Contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

14. **SEVERABILITY.**

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

15. **NOTICES.**

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, hand delivered to the addresses of the parties listed

below, or via email if the party has provided an email address for the purpose below. Email notices are presumed delivered on the date the email is sent by the sender.

FOR THE CITY:

(Department or Division Head)

Email address if electing to
receive notice via email:

FOR THE CONTRACTOR:

Email address if electing to
receive notice via email:

16. **INDEPENDENT CONTRACTOR AND TAX INFORMATION.**

It is agreed that Contractor is an independent contractor and not an employee of the City, and any persons who the Contractor utilizes or provides for services under this Contract not employees of the City of Madison.

Contractor shall provide its taxpayer identification number (or social security number) to the Finance Director, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment. The Contractor is informed that as an independent contractor, Contractor may have a responsibility to make estimated tax returns, file tax returns, pay income taxes and make social security payments on the amounts received under this Contract. No amounts will be withheld by the City for these purposes and payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that they may be subject to civil and/or criminal penalties if they fail to properly report income and pay taxes and social security taxes on the amount received under this Contract.

17. **GOODWILL.**

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

18. **THIRD PARTY RIGHTS.**

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

20. **CHOICE OF LAW, VENUE, AND FORUM SELECTION.**

This Contract shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles. For any claim or suit or other dispute relating to this Contract that cannot be mutually resolved informally, the venue shall be Dane County, Wisconsin, and the parties agree to submit themselves to the jurisdiction of a court of competent jurisdiction in said venue, to the exclusion of any other forum that may have jurisdiction over such a dispute according to any law.

21. **COMPLIANCE WITH APPLICABLE LAWS.**

The Contractor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.

22. **CONFLICT OF INTEREST.**

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Contract.
- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Contract.

23. **ENTIRE AGREEMENT.**

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 ("Agreement" or "Contract") is the entire Contract of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

24. **AMENDMENT.**

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

25. **TERMINATION.**

- A. In the event of a breach by the Contractor any of the covenants, agreements, commitments, or conditions of the Contract, if any such breach shall continue unremedied for a period of ten (10) days after written notice to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly specific enforcement terminate this Contract and all rights of Contractor under this Contract.
- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this Contract at any time by providing the Contractor not less than ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City through the effective date of the termination.

26. **INDEMNIFICATION.**

The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or Subcontractor's acts or omissions in the performance of this Contract, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

27. **INSURANCE.**

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

Commercial General Liability

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and non-contributory and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

Automobile Liability

The Contractor shall procure and maintain during the life of this Contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Worker's Compensation

The Contractor shall procure and maintain during the life of this Contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

Professional Liability

The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the Contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

28. **OWNERSHIP OF CONTRACT PRODUCT.**

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

29. **BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS.** (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)

A. **DEFINITIONS.**

For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

B. **REQUIREMENTS.** For the duration of this Contract, the Contractor shall:

- (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
- (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
- (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
- (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
- (5) Comply with all other provisions of Sec. 39.08, MGO.

C. **EXEMPTIONS:** This section does not apply when:

- (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
- (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt under sec. C.(1) or (2) above, Contractor must demonstrate to the City that there is a law or regulation that requires the hiring practice in question. If so, the contractor is exempt from this section for the position(s) in question.

30. **WEAPONS PROHIBITION.**

Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

31. **IT NETWORK CONNECTION POLICY.**

If this Contract includes software or technology services that require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link:

www.cityofmadison.com/employeeenet/documents/contracts/posNetworkConnection.docx is hereby incorporated and made a part of this Contract and Contractor agrees to comply with all of its requirements.

32. **AUTHORITY.**

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person(s) signing on behalf of the Contractor represents and warrants that they have been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

33. **COUNTERPARTS, ELECTRONIC SIGNATURE AND DELIVERY.**

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

SAMPLE

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR:

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By: _____
Satya Rhodes-Conway, Mayor

Date: _____

Approved:

David P. Schmiedicke, Finance Director

Date: _____

By: _____
Lydia A. McComas, City Clerk

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Date: _____

Michael Haas, City Attorney

Date: _____

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACTS SIGNED BY MAYOR/CLERK:

Obtain contractor's signature first. Route this contract with all of its attachments for City signatures using Accela. Provide authorizing resolution and Certificate of Insurance as instructed in Accela.

NOTE: Certain service contracts may be executed by the designee of the Finance Director on behalf of the City of Madison:

By: _____
Mary Richards, Procurement Supervisor

Date: _____

MGO 4.26(3) and (5) authorize the Finance Director or designee to sign purchase of service contracts when all of the following apply:

- (a) The funds are included in the approved City budget.
- (b) An RFP or competitive process was used, or the Contract is exempt from competitive bidding by 4.26(4)(a) (contracts up to \$75,000 in total or up to \$75,000 per year for software and technology services are exempt).
- (c) The City Attorney has approved the form of the Contract.
- (d) The Contract complies with other laws, resolutions and ordinances.
- (e) The Contract is for a period of 1 year or less, OR not more than 5 years AND the average cost is not more than \$100,000 per year, AND was subject to competitive bidding when required by 4.26(4)(a). (If over \$75,000 and exempt from bidding under 4.26(4)(a), regardless of duration, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

Emergency Service contracts may also be signed by the designee of the Finance Director if the requirements of MGO 4.26(3)(c) are met.

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACT TO BE SIGNED BY FINANCE (PURCHASING):

Obtain contractor's signature first. Attach the contractor-signed contract with all attachments/exhibits and the certificate of insurance to the requisition in MUNIS.