

AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into between Washoe County, a political subdivision of the State of Nevada ("County") and muGrid Analytics, ("Contractor"), collectively (the "Parties").

WITNESSETH:

WHEREAS, County desires to engage Contractor to render certain consulting services in Support of the "Washoe County-Gerlach, Nevada Microgrid Development" (the "Project"); and

WHEREAS, County requires certain professional services in connection with the Project, as described in Exhibit "A" Scope of Work (the "Services"); and

WHEREAS, Contractor represents that it is duly qualified, ready, willing and able to provide the Services by virtue of its education, training and experience; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be March 11, 2025.

CONTRACTOR shall begin performance of services as provided herein upon notice to proceed and shall complete all Services identified in Exhibit A, Scope of Work in accordance with the Standard of Care as set forth in Article 5 herein no later than, unless this Agreement is terminated sooner in accordance with its terms.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor agrees to perform and complete all Services identified in Exhibit A Scope of Work under this Agreement, and any amendment thereto in accordance with the Standard of Care as set forth in Article 5 herein. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, information, specifications and other items and services furnished under this Agreement and any amendments hereto. County reserves the right to inspect, comment on, and request revision of, all Services identified in Exhibit A and any amendments thereto performed by Contractor prior to acceptance, and Contractor warrants that such Services shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Agreement and any amendments hereto. Contractor must perform the Services in accordance with Exhibit B – Federal Contract Clauses (**FEDERAL**).

Failure to provide major deliverables, including, but not limited to, Services identified in Exhibit A, Scope of Work, and/or Exhibit B -Federal Contract Clauses (**FEDERAL**), shall constitute a material breach of this Agreement, unless waived in writing by the County.

ARTICLE 3 - COMPENSATION

3.1 Compensation for Services

For Services defined in Section 1 above, Contractor's compensation shall be determined on a time and material basis, in accordance with the Fee Schedule described in Exhibit C, which is attached hereto and incorporated by reference as part of the Agreement and shall not exceed the sum of \$295,000. Contractor shall satisfy its obligations hereunder without additional cost or expense to County during the term of this Agreement other than the heretofore stated compensation

and the fee schedule described in Exhibit C. The Fee Schedule may be renegotiated at the end of one (1) year upon request by either the County or the Contractor. Renegotiated fees are subject to approval by County's Board of County Commissioners. The actual costs charged for the work by Contractor in accordance with this provision shall be full compensation to Contractor for all Services and duties required by the Scope of Work, including, but not limited to: costs of supplies, facilities and equipment; costs of labor and services of employees, contractors and sub-contractors engaged by Contractor; travel expenses, telephone charges, typing, duplicating, costs of insurance, and all items of general overhead. Contractor shall submit billings on a monthly basis.

3.2 Compensation for Additional Services

If County requests Contractor to perform additional services, other than those required to be performed under Services identified in Exhibit A, Scope of Work, the cost of such additional services shall be determined prior to commencing additional work. All additional services and amount of payment must be authorized in writing by County prior to commencing any work for such services.

3.3 Methods and Times of Payment

Contractor shall submit to County monthly progress invoices indicating the number of hours each employee provided services and other allowed direct expenses. Payment to Contractor for work on the Project shall be made within thirty (30) days after receipt and approval of Contractor's invoice, said approval not to be unreasonably withheld. Payment by County of invoices or requests for payment shall not constitute acceptance by County of work performed on the Project by Contractor. No penalty shall be imposed upon the County for payment(s) received by Contractor after thirty days.

3.4 Dispute of Work

County shall notify Contractor in writing within thirty (30) days of receipt of the work, or portion of work, which is not approved. For work, or portions of the work, which are unapproved, the County and Contractor shall develop a mutually acceptable method to resolve the dispute within thirty (30) days of receipt by the Contractor of notice from the County. If the County and Contractor cannot reasonably agree to remedy the dispute of unapproved work within the thirty-day period, the work shall be terminated or suspended per Article 12.

ARTICLE 4 - TIME SCHEDULE FOR COMPLETION

The Services identified in Exhibit A, Scope of Work on the Project shall be diligently performed and be completed no later than October 9, 2027. Contractor shall be granted time extensions for items within the phases of the Project in writing by County if the time schedules cannot be met because of delays beyond Contractor's reasonable control, including, but not limited to, County's failure to furnish information, or to approve or disapprove Contractor's work promptly. Contractor will provide to County a monthly report including a schedule identifying progress or work completed, problems or difficulties being encountered, work to be initiated during the following month and other useful information. This report will be submitted on the first day of each month and will be in a format suitable for submittal to other interested agencies. Contractor's failure to submit promptly the monthly progress report may cause delay in payment from the County.

ARTICLE 5 – FORCE MAJEURE

Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

ARTICLE 6 - OPINIONS OF COST AND SCHEDULE

Since Contractor has no control over the cost of labor, materials, equipment or services furnished by others, including over any other contractors', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions, Contractor's cost estimates shall be made on the basis of qualification and experience.

Since Contractor has no control over the resources provided by others to meet contract schedules, Contractor's forecast schedules for completion of Services shall be established based on generally acceptable schedules for and performance standards of similarly situated professionals qualified and experienced to perform the Services. Contractor cannot and does not guarantee that proposals, bids or actual project costs will not vary from its cost estimates or that actual schedules will not vary from its forecast schedules.

ARTICLE 7 - INDEPENDENT CONTRACTOR

Contractor is performing the services and duties required under this Agreement as an independent Contractor and not as an employee, agent, or partner of the County.

1. Contractor undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.
2. Contractor may retain employees or other personnel to perform the services required by this Agreement. Such employees or other personnel will be the obligation of the Contractor. Contractor's employees or other personnel are not County employees.
3. Unless otherwise provided in Exhibit C, Fee Schedule, Contractor is responsible for all expenses without reimbursement.
4. Neither Contractor nor any personnel are employees of County and waive any and all claims to benefits otherwise provided to employees of the County, including, but not limited to, health insurance, Nevada Public Employees Retirement System (PERS) or other retirement benefits, unemployment benefits, and liability and worker's compensation insurance.
5. Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Agreement, is a current employee of the County or was employed by the County within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform.
6. County and Contractor agree that this Agreement does not constitute an exclusive relationship. Nothing in this Agreement shall be construed as a limitation upon the right of the Contractor to engage in any other consulting agreement, service contract, business venture or other activity.

ARTICLE 8 - PERMITS AND LICENSES

Contractor shall maintain active and in good standing all necessary permits, certificates, and licenses necessary to allow Contractor to perform the Services. Contractor shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Contractor in Exhibit A, Scope of Services.

ARTICLE 9 - COUNTY'S RESPONSIBILITY

County shall provide any information authorized by law in its possession that is requested by Contractor and is necessary to complete the Project. County shall assist Contractor in obtaining access to public and private lands so Contractor can perform the Services. County shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by Contractor and shall render decisions pertaining thereto within a reasonable time so as not to delay the work of Contractor.

ARTICLE 10 – PUBLIC RECORDS

Public Records. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The County has a legal obligation to disclose such information unless a particular record is made confidential by law. Contractor may label specific parts of an individual document as “trade secret” or “confidential” in accordance with NRS, provided that Contractor thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any release of records.

ARTICLE 11 – INSPECTION AND AUDIT

11.1 Books and Records.

Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the County, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

11.2 Inspection and Audit.

Contractor agrees that the relevant books, records, including, without limitation, relevant accounting procedures and practices of contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of contractor for such records may be found with or without notice by the County or its representatives. With regard to any federal funding, any relevant federal agency or any of their authorized representatives may inspect or audit as set forth in this Agreement. All subcontracts shall reflect requirements of this section.

11.3 Period of Retention.

All books, records, reports, and statements relevant to this Agreement must be retained a minimum of 3 years, and for 5 years if any federal funds are used pursuant to this Agreement. The retention period runs from the date of payment for the relevant goods or services by the County, or from the date of termination of this Agreement, whichever is later. Retention time shall be

extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

ARTICLE 12 - TERMINATION OR EXTENSION OF CONTRACT

12.1 Termination Without Cause. This Agreement may be terminated for any reason by either party by giving the other party written notice of the intent to terminate. The notice must specify the date upon which the termination will be effective, which date may not be less than 15 calendar days from the date of service of the notice. Only services satisfactorily performed up to the date of receipt of notice shall be compensated by County and such compensation shall be pursuant to the terms of this Agreement. If this agreement is unilaterally terminated by the County, Contractor shall use its best efforts to minimize the cost to the County and Contractor will not be paid for any cost that Contractor could have avoided.

12.2 Termination by Non-appropriation. The County may terminate its participation in this Agreement effective immediately by providing written notice if for any reason the County's funding source is not appropriated or is withdrawn, limited, or impaired. The County will make reasonable efforts to ensure payment for services rendered by the Contractor. The Contractor shall agree to hold the County free from any charges or penalties except for those already incurred through the date of notice of cancellation.

12.3 Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and terminations shall specify the date of termination of the Agreement, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under the Agreement. This Agreement may be terminated by either party upon written notice of breach to the other party on the following grounds:

a. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

b. If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

c. If Contractor becomes insolvent, subject to receivership, or becomes in voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or

d. If the County materially breaches any material duty under this Agreement and any such breach impairs the Contractor's ability to perform; or

e. It is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Agreement; or

f. If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Agreement.

12.4 Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in the notice section of this Agreement, and the subsequent failure of the breaching party within 15 calendar days of service of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach shall run concurrently, unless the notice expressly states otherwise.

12.5 Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this section survive termination:

a. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

b. Contractor shall satisfactorily complete work in progress at the agreed rate, or a pro rata basis if necessary, if so requested by County;

c. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by the County;

d. Contractor shall preserve, protect and promptly deliver into County possession all proprietary information

e. Notwithstanding the above, Contractor shall not be relieved of any liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Contractor, and the County may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor may be determined.

ARTICLE 13 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Contractor shall consider all information provided by County to be proprietary unless such information is available from public sources, was known to Contractor prior to the execution of this Agreement, was received by Contractor from a third-party source not under any obligation of confidentiality to the County or is required by law or ordered to be disclosed in a regulatory or judicial proceeding. Contractor shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of County or in response to legal process or as required by the regulations of public entities.

ARTICLE 14 – COMPLIANCE WITH FEDERAL REQUIREMENTS

Unless waived in writing by the County, Contractor must comply with all applicable federal laws, codes, regulations, and guidelines including, but not limited to, the requirements set forth in Exhibit B – Federal Contract Clauses (**FEDERAL**). The failure to comply with all

applicable federal laws, codes, regulations, and guidelines, including requirements set forth in Exhibit C, shall constitute a material breach of this Agreement.

ARTICLE 15 - NOTICE

Notices and other communications in connection with this Agreement shall be in writing and directed to the parties at the addresses stated in this Agreement. Email or facsimile shall be used to provide notice and shall be considered given on the date the notice is sent to the recipient's address as stated in this Agreement.

To County:

Brian Beffort, Sustainability Manager
Washoe County Office of County Manager
1001 East 9th Street
Reno, NV 89512
bbeffort@washoecounty.gov

To Contractor:

Travis Simpkins, Chief Technology Officer
muGrid Analytics
8989 South Murphy Gulch Rd.
Littleton, Colorado 80127
travis@mugrid.com

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and County.

ARTICLE 16 - UNCONTROLLABLE FORCES

Neither County nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid and is not reasonably foreseeable at the time of entering into this Agreement. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either County or Contractor under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. Contractor shall be paid for services performed prior to the delay plus related costs incurred attributable to the delay.

Neither Party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable nor which the non-performing Party could have, with reasonable dispatch removed or remedied. The provisions of this Article shall not be interpreted or construed to require Contractor or County to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The non-performing Party shall upon being prevented or delayed from performance by an uncontrollable force, immediately give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 17 - GOVERNING LAW-VENUE

Nevada law governs this Agreement and all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services to be Performed by Contractor. Venue for all adversarial proceedings arising out of this Agreement

or arising out of planning or constructing the Project outlined in Article 2 – Services to be Performed by Contractor shall be in state district court in Washoe County, Nevada.

ARTICLE 18 - MISCELLANEOUS

17.1 Nonwaiver

A waiver by either County or Contractor of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

17.2 Severability

If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable or disregarding it. If an unenforceable provision is modified or disregarded in accordance with this Article 17, the rest of the Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

17.3 Attorney Fees

The prevailing party in any dispute arising out this Agreement or Contractor's work described in Exhibit A – Scope of Work, is entitled to reasonable costs and attorneys' fees.

ARTICLE 19 - INTEGRATION AND MODIFICATION

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the Parties. Unless otherwise specified in writing, if there is any inconsistency between the terms of this Agreement and any other agreement between the Parties, the terms of this Agreement shall control.

In the event of any conflict between the documents that make up this Agreement, the documents will prevail in the following order: the Agreement for Professional Consulting Services Agreement, Insurance Exhibit "D" and then any other agreement / exhibits.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

County and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

ARTICLE 21 - ASSIGNMENT

Neither County nor Contractor shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent contractors, associates, and subcontractors, as he may deem appropriate to assist him in the performance of the Services hereunder.

ARTICLE 22 - OWNERSHIP OF DOCUMENTS AND PRODUCTS

Unless otherwise specified in Exhibit A, Contractor assigns to County all rights to all products, reports, documents, photographs, videos, data, and drawings produced by Contractor as a result of its services to County during the term of this Agreement. All such materials shall be delivered into County possession by Contractor upon completion, termination, or cancellation of this Agreement.

ARTICLE 23 - THIRD PARTY RIGHTS

Nothing herein shall be construed to give any rights or benefits to anyone other than County and Contractor.

ARTICLE 24 – INDEMNIFICATION AND INSURANCE

Washoe County has established specific indemnification and insurance requirements for agreements/contracts with contractors, engineers, and architects to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that contractors accept and are able to pay for the loss or liability related to their activities. Exhibit “E” Insurance Specifications is included by reference. All conditions and requirements identified in this exhibit shall be completed prior to the commencement of any work under this Agreement.

ARTICLE 25 – LIMITED LIABILITY

County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the County’s breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

ARTICLE 26 – LOBBYING

Contractor agrees, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Agreement will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influencing for any purpose the following:

26.1 Any federal, state, county or local agency, legislature, commission, counsel or board:

26.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

26.3 Any officer or employee of any federal, state, county or local agency, legislature, commission, counsel or board.

Contractor agrees to conform to the regarding influence lobbying requirements as set forth in the Byrd Anti-lobbying Amendment, 31 U.S.C. 1352.

ARTICLE 27 - ORGANIZATION’S CERTIFICATION

Contractor, its principals and agents, to the best of its knowledge and belief:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;

- b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in (ii) above;
- d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- e) Understand that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHOE COUNTY:

Dated this ____ day of _____, 2026

By **Mark Stewart**
 Digitally signed by Mark Stewart
 Date: 2026.04.17 10:47:33 -07'00'
 Mark Stewart
 Purchasing & Contracts Manager

CONTRACTOR:

Dated this 16th day of April, 2026

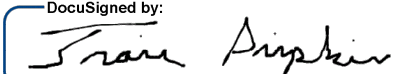
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 Travis Simpkins
 muGrid Analytics

EXHIBIT A**APPENDIX A
STATEMENT OF WORK****"Community Microgrid Development Partnership Awards –
Microgrid Development"****August 5, 2025****1.0 BACKGROUND**

The National Renewable Energy Laboratory (NREL) is a national laboratory owned by the U.S. Department of Energy (DOE). NREL bridges foundational research with practical applications to ensure various energy sources, storage, buildings, transportation, and emerging technologies work together to lower energy costs, drive economic growth, bolster national security, and deliver abundant energy. NREL is managed and operated for DOE's Office of Energy Efficiency and Renewable Energy by The Alliance for Sustainable Energy (Alliance), the "M&O Contractor."

For large portions of Americans that live in rural or remote locations not connected to the nation's advanced electrical grid, energy service has not changed significantly over the last few decades—outside of becoming more costly. Energy systems in remote areas continue to rely primarily on expensive imported fossil fuels, placing the burden of high and volatile energy costs onto many Americans who are the least likely to be able to afford them. Advanced microgrid systems that incorporate modern controllers, local renewable energy sources, energy storage, and optimized fossil fuel-based generation provide a means to stabilize and potentially reduce energy costs in these remote and largely Indigenous communities. While renewable energy-based power systems have been installed in a handful of isolated communities across the United States, the energy generated from wind, hydropower, and solar typically covers only a small percentage of their total energy consumption. Most of these projects have been implemented largely as demonstration efforts and require substantial financial support. Although generally operating successfully, many suffer from ongoing sustainability challenges.

Community Microgrid Assistance Partnership (C-MAP) lays a pathway for underserved and Indigenous communities to access the benefits of advanced microgrid systems while delivering much-needed information to the energy technology market.

The activities implemented through C-MAP will emphasize inclusive partnerships, long-term effective community-based capacity building, and locally informed project life cycle development. These efforts will support the DOE Office of Electricity's (OE's) mission to catalyze American innovation in grid reliability, security, and affordability through R&D of next generation microgrid systems and architectures.

Through this project, OE—with the operational support of NREL and in collaboration with other relevant DOE offices, regional partners, local academic institutions, public and private community engagement organizations, and the larger national laboratory complex—will support communities interested in taking advantage of advanced microgrid technology to support their future community and energy needs. Financial support offered through this project will be combined with direct and indirect technical assistance and additional community-based services that align with OE goals.

The 2024 C-MAP aims to support electrically isolated, underserved, and Indigenous communities in implementing or improving the operation of existing or new microgrid energy systems. The Subcontractor shall pursue one or more of the following product development pathways:

- Develop and implement multicomunity support efforts to better support or develop advanced microgrid energy systems
- Develop detailed engineering designs and financial assessments in support of developing advanced microgrid systems
- Assess and improve the operation of existing microgrid energy systems.

C-MAP and the community-based work that will be enabled through this effort build directly on NREL's mission to promote leading innovation and strategic partnership to deliver clean energy solutions, with a focus on providing assistance to underserved and indigenous communities, many of which has some of the highest energy costs of our nation.

2.0 OBJECTIVE

The objective of C-MAP is to provide funding and coordinated technical assistance to communities and microgrid development companies, supported by a wider community partnership and additional technical services. Through C-MAP, this project will enable collaboration with and between communities and provide needed funding and support for them to improve the operation, performance, and efficiency of their energy systems, at least partially by incorporating more locally available renewable energy and other innovative energy technologies into existing microgrid power systems.

This effort is focused on microgrid energy systems meeting community needs that are electrically isolated or are designed to operate independently off the grid for prolonged periods of time. In this instance, the effort uses the DOE delimitation of a microgrid as "a group of interconnected loads and distributed energy resources within clearly defined electrical boundaries that acts as a single controllable entity with respect to the grid. It can connect and disconnect from the grid to operate in grid-connected or island mode" but is expected to operate independently of an external grid for long periods of time.

3.0 SCOPE OF WORK

This effort is intended to allow individual communities to complete detailed engineering design and investment plans for a new or major retrofit of an existing microgrid power system, enabling communities to obtain project funding. Communities would be expected to have completed preliminary design or development assessments for the microgrid power system being considered but need additional resources to develop detailed development plans to support project financing and implementation. Funds are expected to be used to conduct detailed engineering studies, perform needed resource assessments, develop financial models, and identify funding sources for potential project implementation.

The Subcontractor shall finalize a development plan and conduct the necessary data collection, system analysis, equipment investigation and selection, and initial project design. The Subcontractor is also expected to complete parallel system performance and financial plans, assessing the viability of the project on an ongoing basis.

The project results are expected to lead to detailed engineering and financial pro-forma for the development or major improvement of a microgrid energy system that would serve as the basis for a grant or loan application, leading to the implementation of the defined project.

4.0 TASKS

This effort shall consist of seven (7) key components including a **design specification** (Task 4.2), **development plan** (Task 4.3), **introductory design** (Task 4.4), **performance assessment** (Task 4.5), **financial assessment** (Task 4.6), and **construction specification** (Task 4.7). A final **microgrid development letter report** (Task 4.8) provides key recommendations, findings, and lessons that could be useful to other communities considering similar microgrid development. The below table provides an overview of the tasks associated with this work effort.

Task	Primary Subcontractor Activities	Laboratory Assistance
Task 4.1: Communications	See 4.1 above	Develop communication products
Task 4.2: Design Specification	Based on preliminary or preferability studies, develop a system specification providing a general overview of the planned power system; general requirements; technologies to be considered; and likely power system configuration, sizing, or civil infrastructure upgrades that will be needed	Technical specification and design assistance, providing feedback on design options, deliverable-specific feedback throughout
Task 4.3: Development Plan	Based on the design specification, develop a plan to finalize any design specification, system, or resource analysis to be undertaken and the process to investigate specific vendors for the final project	Technical design review: provision of feedback on design details, review of bid specifications, support in dialogues with potential vendors
Task 4.4: Introductory Design	Following assessments as outlined in Task 4.3, develop an introductory microgrid system design that will be used for further analysis	Review of technical and electrical plans, component specification support, and system modeling assistance
Task 4.5: Performance Assessment	Based on the introductory design in Task 4.4, develop a detailed performance assessment of the proposed design. Analysis should assess operational and technical performance to support the development of both the financial assessment (Task 4.6) and construction specification (Task 4.7)	Review of technical and electrical plans and support in modeling, including component and control specification

Task 4.6: Financial Assessment	Based on modeling and initial component specification, develop a cost and financial assessment of the proposed microgrid system, allowing an assessment of financial needs for a successful development process	Review of financial plans and assumptions, support in the development of financial models, and quote development assistance
Task 4.7: Construction Specification	Based on all project analysis, develop a final construction specification that could be used for the development of grant applications or construction quotes	Final design and document review
Task 4.8: Development Final Report	Provide a final letter report highlighting the development effort, including any key findings and lessons learned that may be applicable to further C-MAP efforts or microgrid systems being developed by other communities	

Task 4.1: Communications:

The Subcontractor shall provide information to and engage in scheduled communications with the NREL Technical Monitor throughout the period of performance, to include:

- 1) A summary of the work effort, void of business-sensitive information, which shall include but is not limited to the following information [NREL will provide a template]:
 - Company name
 - Company contact/principal investigator
 - Project title
 - Project start/end date
 - Project budget (Subcontractor cost-share, NREL contribution, total)
 - Statement of problem
 - Proposed solution
 - Project deliverables and milestones
 - Work to be performed
 - Expected project outcome
 - Anticipated benefits for both host and, if applicable, neighboring community(ies)
 - Collaborating entities
 - Reasons for participation
 - Awardee quotes relating to the project to use in outreach materials
- 2) Information on the work effort suitable for inclusion in NREL and DOE news articles, to include high-resolution photos relevant to the effort for inclusion in NREL's photo database and for public dissemination
- 3) Photographs or other images that can be used by DOE and NREL in external communications products or web content
- 4) Participation in monthly conference calls with the NREL team
- 5) Quarterly project progress reports
- 6) Potential host site visits for DOE and NREL to discuss the work effort.

Task 4.2: Design Specification

The Subcontractor shall complete a detailed technical design specification for the proposed microgrid power system based on any initial or pre-feasibility development and resource screening completed to date. The design specification shall provide a general overview of the expected system detail and all relevant design constraints, such as development locations, expected load requirements, or any other information that will be relevant to the design effort. The design specification should also include an overview of likely civil infrastructure upgrades that may be needed.

Task 4.3: Development Plan

The Subcontractor shall develop a project design development plan, identifying all remaining questions or potential issues that must be considered or researched to allow for the development of an introductory design. The plan should describe all needed work to finalize the design specification, system or resource analysis to be undertaken, initial equipment specification, potential design tradeoff assessment, and any remaining system analysis. To the extent possible, the plan should outline the process that will be undertaken to address the remaining questions, which could include subcontracting to other parties. The plan shall include a project work plan, outlining major tasks and the duties of the project manager for the remainder of the project. The plan shall include an assessment of the potential social and environmental impacts of the proposed microgrid, including any anticipated benefits for local residents. Following the development of the plan and review by NREL staff, the Subcontractor shall implement the plan with the goal to address any remaining design and development unknowns in the microgrid system design process.

Task 4.4: Introductory Design

Following the implementation of the development plan, the Subcontractor shall develop an introductory microgrid system design that will be the basis for further design and financial analysis. The design is not expected to be complete, but it should address all elements of the design specification, identify any shortcomings or additional analysis requirements, and be used for all further analysis.

Task 4.5: Performance Assessment

Based on the specification within the introductory design, the Subcontractor shall complete a final performance assessment for the proposed microgrid power system. The analysis, using system performance models, should assess both operational and longer-term technical performance of the proposed power system, providing technical information needed for further project development. If needed, the performance assessment may require the reconsideration of some system design aspects, which could be used to revise the introductory design. The result of the task will be data that can be used for final electrical design and the development of the financial plans for the power system. The performance assessment may require modifications to the introductory design or even the initial microgrid design specification.

Task 4.6: Financial Assessment

Based on modeling and initial component specification, the Subcontractor shall develop a cost and financial assessment of the proposed microgrid system, allowing an assessment of financial needs for a successful development process. The financial assessment should include all relevant costs to complete the project, including but not limited to estimates of additional engineering work, integration and

controls costs, component hardware, and any civil works, as outlined in the introductory design. Beyond project costs, the financial assessment should also include expected project revenues and an assessment of needed capital funding sources to make the project viable. If possible, potential project funding mechanisms should be investigated, as this may identify specific financial considerations that should be incorporated into the final assessment. The final financial assessment may require modifications to the introductory design, performance assessment, or even the initial microgrid design specification to make the final project financially viable.

Task 4.7: Construction Specification

Based on all project analysis and the potential resulting changes to the introductory design, the Subcontractor shall develop a final construction specification for the desired microgrid power system, incorporating final information on the microgrid design, system specification, expected performance, and project financial prospectus. The report should also identify training or other efforts that will be needed to ensure sustainable operation of the proposed power system. The expectation is that this document, or elements of the document, could form the basis of grant or loan applications or be used to finalize construction and development quotes.

Task 4.8: Microgrid Development Final Report

As a final activity for this project, the Subcontractor shall document the development process, highlighting any obstacles encountered and lessons learned with a goal of providing insights to the overall C-MAP effort and other communities that are interested in developing similar projects. The report shall also articulate expected next steps that project participants will be following to implement the microgrid. A summary of this report is expected to be made available publicly.

5.0 REVIEW MEETINGS AND TRAVEL REQUIREMENTS

Virtual meetings shall be conducted over the course of the period of performance and shall be scheduled by the Subcontractor or the Technical Monitor on an as-needed basis and as mutually agreed upon. The Subcontractor may include travel as needed to complete the work to be undertaken and should plan to attend two general meetings of the C-MAP over the course of the project, tentatively planned for Anchorage, AK and Denver, CO.

6.0 DELIVERABLES

The Subcontractor shall provide the following deliverables:

- 6.1 Summary of Work Effort: The Subcontractor shall submit a summary of the work effort, void of business-sensitive information, as described in Task 4.1. **Due: One (1) month from date of subcontract execution.**
- 6.2 Microgrid Design Specification: The Subcontractor shall submit the final design specification for the proposed microgrid power system, as defined in Task 4.2. **Due: Three (3) months from date of subcontract execution.**
- 6.3a Local Impacts Assessment: The Subcontractor shall submit an assessment of the potential social and environmental impacts of the proposed microgrid, including any anticipated benefits for local residents, as defined in Task 4.3. **Due: Three (3) months from date of subcontract execution.**

- 6.3b Project Work Plan: The Subcontractor shall submit a summary work plan outlining major tasks and the duties of the project manager for the remainder of the project, as defined in Task 4.3. **Due: Three (3) months from date of subcontract execution.**
- 6.3c Microgrid Development Plan: The Subcontractor shall submit a development plan for the project, providing an overview of remaining questions and how those questions will be addressed, as defined in Task 4.3. **Due: Five (5) months from date of subcontract execution.**
- 6.4 Microgrid Introductory Design: The Subcontractor shall submit an introductory design for the expected microgrid power system, as defined in Task 4.4. **Due: Fourteen (14) months from date of subcontract execution.**
- 6.5 Microgrid Performance Assessment: The Subcontractor shall provide a power system performance assessment in the form of a report covering all topics defined in Task 4.5. **Due: Sixteen (16) months from date of subcontract execution.**
- 6.6 Microgrid Financial Assessment: The Subcontractor shall provide a power system financial assessment in the form of a project prospectus, covering all topics defined in Task 4.6. The report shall provide an overview of project costs and expected revenues, and it should outline potential funding scenarios leading to successful development. **Due: Eighteen (18) months from date of subcontract execution.**
- 6.7 Microgrid Construction Specification: The Subcontractor shall provide a final project specification based on all preceding analysis and covering all topics defined in Task 4.7. The document will provide a basis for any future development documents for the project. **Due: Twenty-one (21) months from date of subcontract execution.**
- 6.8 Microgrid Development Final Report: The Subcontractor shall submit a letter report highlighting any obstacles that were encountered, and lessons learned during the microgrid development process, as defined in Task 4.8. **Due: Twenty-two (22) months from date of subcontract execution.**
- 6.9 Quarterly Reports: The Subcontractor shall provide quarterly reports, to include a description of work performed by the Subcontractor. The report shall describe the status, explain variances and problems, report on accomplishments, and explain progress expected in the next quarter. **Due: Quarterly from date of subcontract execution.**

DELIVERY OF COMPUTER SOFTWARE CODE (AS APPLICABLE)

All object, source, or other code (including all applicable data sets) developed under this subcontract effort as a deliverable shall be provided to the technical monitor as a condition of final payment, in accordance with the subcontract. It is expected that all delivered source code shall be original and the subcontractor shall provide a written certification to the subcontract associate that all source, or other code developed and delivered under this subcontract does not contain any open-source code - as a

condition of final payment in accordance with the subcontract. The subcontractor's (including all lower tier subcontractors, as applicable) certification shall specify that "All source, or other software code developed and/or delivered under this Subcontract No. _____ is original and does not contain any 3rd party or other open-source software."

7.0 ELECTRONIC REPORTING REQUIREMENTS FOR SUBCONTRACT REPORT DELIVERABLES

It is NREL's intention to publish subcontract report deliverables containing publicly available information (e.g., non-confidential, non-protected, non-proprietary information) for distribution on the internet.

The subcontractor shall provide the final approved version of report deliverables in accordance with the electronic reporting requirements described below.

The technical monitor may specifically direct the subcontractor to provide reports in one or more of the file format standards provided below.

- a. The subcontractor shall submit all report deliverables as electronic files in Adobe .pdf format, preferably with all graphics and images embedded within the document.
- b. All final approved version submissions shall be delivered to NREL via e-mail to the NREL Technical Monitor.
- c. If it is not possible to include all of the graphics and images (figures, illustrations, and photographs) in the same file as the text, NREL will accept the text in Adobe .pdf formats and the graphics and images as separate electronic graphic or image files*.

*The acceptable graphic or image file formats are: .eps, .tif, .gif, .jpg, .wmf, .emf, .pct, .png, .bmp, .psd, .ai, .fh, .qif, .fpx, cdr. The preferred resolution for graphics or images is 300 dpi. Include all fonts used in creating the file.
- d. For animation, video, or multi-media elements, CD-ROM, DVR and thumb drive are acceptable technical deliverable media.
- e. For all calculations in support of subcontract reports that are conducted in ASPEN+, an electronic copy of INPUT, REPORT and BACKUP (if Model Manager is used) must be submitted with all reports. Additionally, if costing or sizing calculations are conducted in a spreadsheet [no process calculations (heat and material balances) in spreadsheet format are permitted], a copy of the fully documented MS Excel file shall be supplied.
- f. A fully executed model release shall be supplied to NREL with all photographs and images, regardless of whether such photographs or images are delivered to NREL electronically or in hard copy. Such model release shall certify that the Alliance for Sustainable Energy, LLC, Management and Operating Contractor for the National Renewable Energy Laboratory for the U.S. Department of Energy is granted a non-exclusive, paid-up, irrevocable, worldwide license to publish such photographs in any medium or reproduce such photographs or allow others to do so for United States Government purposes. Model releases are required in all situations in which a reasonable

person would respond in the affirmative to the question – could someone, other than the model himself/herself, recognize the person in this photograph or image? All model releases shall be provided to the subcontract associate as a condition of final payment, in accordance with the subcontract. To obtain a Subcontractor Model Release form, please contact images@nrel.gov.

8.0 ACKNOWLEDGEMENTS IN SUBCONTRACTOR PUBLICATIONS

In any scientific or technical report or article, conference paper, journal article, etc. based on or containing data first produced in the performance of this subcontract and published in academic, technical or professional journals, symposia proceedings or similar works, the subcontractor shall use this acknowledgement stating, "This [article, conference paper, journal article, etc.] was developed based upon funding from the Alliance for Sustainable Energy, LLC, Managing and Operating Contractor for the National Renewable Energy Laboratory for the U.S. Department of Energy."

9.0 COPYRIGHT PERMISSION/AUTHORIZATIONS

The subcontractor is responsible for obtaining copyright permissions and/or authorizations for all information and/or data, as applicable that is incorporated into all final technical reports. Electronic copies of these copyright permissions and/or authorizations shall be provided to the subcontract associate at the email address provided below. The subcontractor shall also provide a written certification to the subcontract associate as to such permissions and/or authorizations as a condition of final payment. The subcontractor's (including all lower tier subcontractors, as applicable) certification shall specify that "I have obtained all necessary and legally required copyright permissions and/or authorizations for any and all information, data, graphs, images, etc., as applicable, that is incorporated into the final Technical Report titled _____, delivered under this Subcontract No. _____. Copies of these permissions and/or authorizations are attached."

Deliverable Address:

The subcontractor shall clearly label all deliverables to include:

- The subcontractor's name
- NREL's subcontract number
- NREL Technical Monitor's name
- Deliverable date, and
- Deliverable description.

Electronic deliverables shall be sent via email to the Technical Monitor as follows:

Brent Summerville, Technical Monitor
National Renewable Energy Laboratory
15013 Denver West Parkway
Golden, CO 80401

e-mail: Brent.Summerville@nrel.gov

- One (1) master electronic version, including graphics

EXHIBIT B -FEDERAL CLAUSES

(A) Contracts for more than the Simplified Acquisition Threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or Breach Contract Terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for Cause and for Convenience by the non-Federal entity

In addition to other provisions of this agreement, county has the right to terminate the agreement without cause at any time upon giving contractor seven (7) days written notice. In the event the agreement is terminated by county in accordance with this provision, county agrees to pay contractor for all work satisfactorily completed.

(C) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(D) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for

influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Organization: muGrid Analytics

Street address: 8989 S Murphy Gulch Rd

City, State, Zip: Littleton, CO 80127

CERTIFIED BY: Travis Simpkins

TITLE: CTO

DocuSigned by:

BDB504F0ECF1496...
(signature)

4/16/2026
(date)

(E) Procurement of Recovered Materials § 200.323. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

(F) Domestic Preferences for Procurements § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "produced in United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and "Manufactured Products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass; including optical fiber; and lumber.

(G) Access and Retention of Records

- (1) The Contractor agrees to provide the COUNTY, and the U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(H) Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders.

(I) Fraud and False or Fraudulent Statements or Related Acts

Fraud and False or Fraudulent Statements or Related Acts 31 U.S.C. Chap. 38. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

(J) Hatch Act. Neither CONTRACTOR program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

(K) Drug-Free Workplace Requirements. CONTRACTOR agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. PROVIDER certifies that it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- d. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e. Notifying the agency within ten days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of such convictions;
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (4) (b), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

(L) Boycott Certification. Pursuant to NRS 332.065, By signature of this contract, all parties acknowledge, agree, and certify that no party is currently engaged in a boycott of Israel; and further, all parties agree not to engage in any form of boycott of Israel for the duration of the contract period and any subsequent contract renewals, if applicable.

(M) Vietnam Veterans. The CONTRACTOR agrees to comply with Section 402-Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.

(N) Americans with Disabilities Act. The CONTRACTOR agrees to comply with any federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended.

(O) No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(P) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Compliance with Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the federal funding agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Compliance with Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the federal funding agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

(Q) Prohibition on Certain Telecommunications and Video Surveillance services or equipment § 200.216. Prohibited from obligating or expending funds to enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

EXHIBIT C



Cost Proposal

RFP 3286-26 Community Microgrid Assistance Partnership

The project budget shall be a firm-fixed price \$248,140. This fee will be billed on the following deliverable milestones:

Tasks	Deliverable	Timeline after NTP	Price
Task 4.1 Communications	- Summary of Work Effort	1 Month	
	- Quarterly Reporting & Status Mtgs	Ongoing	\$68,680
Task 4.2 Design Specification	Microgrid Design Specification	3 Months	\$16,560
Task 4.3 Development Plan	- Local Impacts Assessment	3 Months	
	- Project Work Plan	3 Months	
	- Microgrid Development Plan	5 Months	\$24,840
Task 4.4 Introductory Design	Microgrid Introductory Design	14 Months	\$41,840
Task 4.5 Performance Assessment	Microgrid Performance Assessment	16 Months	\$16,000
Task 4.6 Financial Assessment	Microgrid Financial Assessment (Project Prospectus)	18 Months	\$32,480
Task 4.7 Construction Specification	Microgrid Construction Specification	21 Months	\$20,920
Task 4.8 Microgrid Development Final Report	Microgrid Development Final Report	22 Months	\$26,820
Proposed Project Total			\$248,140

No subcontractors or vendors are anticipated to complete this scope of work. Should we determine that a subcontractor would be advantageous to completing project objectives, we will notify the County and seek approval of budget reallocation prior to hiring.

muGrid Analytics has been performing both behind-the-meter and community microgrid design studies for 10 years. muGrid's founder and CTO, Dr. Travis Simpkins, is a former NREL Senior Engineer who maintains a strong relationship with the laboratory. This will ensure an efficient working relationship between Washoe County, NREL, the muGrid team, and other stakeholders. The muGrid team is comprised of highly trained engineers and analysts who are committed to working toward our nation's new energy future. We are a distributed team with many of our staff



raised in, or still residing in, rural and remote areas (Colorado foothills, northern Wisconsin, Vermont, Ohio, Alabama, etc.), so we understand some of the challenges Washoe County faces.

In addition, we bring a wealth of practical experience in both the specifics of microgrid design, modeling, and operations and in the mechanics of study design and execution. This cost proposal is reflective of lessons learned over many years of service as well as up-to-date understanding of energy markets and opportunities. As this is a fixed price contract, muGrid is committed to performing the work described for the costs proposed, unless the project scope substantially changes. We do our best to identify analysis assumptions, unknowns, and the risks to a future microgrid construction project resulting from those assumptions.

We confirm that this proposal is fully funded by NREL and requires no County match.

EXHIBIT D

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR AGREEMENTS WITH DESIGN PROFESSIONALS COMMUNITY MICROGRID ASSISTANCE PARTNERSHIP

INDEMNIFICATION

PROFESSIONAL Liability

PROFESSIONAL agrees to defend, indemnify and hold harmless the public body, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the design professional or the employees or agents of the design professional in the performance of the contract. If the insurer by which the design professional is insured against professional liability does not so defend the public body and the employees, officers and agents of the public body and the design professional is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the public body by the design professional in an amount which is proportionate to the liability of the design professional. (See: NRS 338.155)

As used in this section, "agents" means those persons who are directly involved in and acting on behalf of COUNTY or PROFESSIONAL, as applicable, in furtherance of the contract or the public work to which the contract pertains.

General Liability

As respects all acts or omissions which do not arise directly out of the performance of PROFESSIONAL services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, PROFESSIONAL agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of PROFESSIONAL (or Sub-PROFESSIONAL, if any) while acting under the terms of this agreement; excepting those which arise out of the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of COUNTY.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

GENERAL REQUIREMENTS

COUNTY requires that PROFESSIONAL purchase Industrial Insurance (Workers' Compensation), General and Auto Liability, and PROFESSIONAL'S Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by PROFESSIONAL, its agents, representatives, employees or Sub-PROFESSIONALS. The cost of all such insurance shall be borne by PROFESSIONAL.

INDUSTRIAL INSURANCE (WORKERS' COMPENSATION)

It is understood and agreed that there shall be no Industrial Insurance coverage provided for PROFESSIONAL or any Sub-PROFESSIONAL by COUNTY. PROFESSIONAL agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

If PROFESSIONAL is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B.627.

Should PROFESSIONAL be self-funded for Industrial insurance, PROFESSIONAL shall so notify COUNTY in writing prior to the signing of any agreement. COUNTY reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any agreement.

MINIMUM LIMITS OF INSURANCE

PROFESSIONAL shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. PROFESSIONAL Errors and Omissions Liability: \$1,000,000 per occurrence and as an annual aggregate. Premium costs incurred to increase PROFESSIONAL'S insurance levels to meet minimum contract limits shall be borne by the PROFESSIONAL at no cost to the COUNTY.

PROFESSIONAL will maintain PROFESSIONAL liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that PROFESSIONAL goes out of business during the term of this Agreement or the three (3) year period described above, PROFESSIONAL shall purchase Extended Reporting Coverage for claims arising out of PROFESSIONAL'S negligent acts, errors and omissions committed during the term of the PROFESSIONAL Liability Policy.

Should COUNTY and PROFESSIONAL agree that higher PROFESSIONAL Coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount shall be borne by COUNTY. COUNTY retains the option to purchase project insurance through PROFESSIONAL'S insurer or its own source.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Agreement. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverages
 - a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of PROFESSIONAL,

including the insured's general supervision of PROFESSIONAL; products and completed operations of PROFESSIONAL; or premises owned, occupied or used by PROFESSIONAL. Any additional cost associated with this provision shall be the responsibility of COUNTY.

b. PROFESSIONAL'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of PROFESSIONAL'S insurance and shall not contribute with it in any way.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.

d. PROFESSIONAL'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. PROFESSIONAL'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning PROFESSIONAL and insurance carrier. COUNTY reserves the right to require that the PROFESSIONAL'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

PROFESSIONAL shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by COUNTY. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUB-PROFESSIONALS

PROFESSIONAL shall include all Sub-PROFESSIONALS as insureds under its policies or furnish separate certificates and endorsements for each Sub-PROFESSIONAL. Sub-PROFESSIONAL shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. PROFESSIONAL shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by PROFESSIONAL, any Sub-PROFESSIONAL, or anyone employed, directed or supervised by PROFESSIONAL.
2. Nothing herein contained shall be construed as limiting in any way the extent to which PROFESSIONAL may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-PROFESSIONALS under it.

3. In addition to any other remedies COUNTY may have if PROFESSIONAL fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order PROFESSIONAL to stop work under this Agreement and/or withhold any payments which become due PROFESSIONAL here under until PROFESSIONAL demonstrates compliance with the requirements hereof;
 - b. Terminate the Agreement.