



REQUEST FOR PROPOSALS

for Solarize Philly solar installation and development vendors for

PHILADELPHIA ENERGY AUTHORITY

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Response Deadline: May 26, 2017, 3:00pm

Issued by:

THE PHILADELPHIA ENERGY AUTHORITY ("PEA")

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1. Purpose

The purpose of this Request for Proposals (“RFP”) is to solicit business information and pricing proposals from solar PV installers that are interested in participating in the Solarize Philly campaign. The Philadelphia Energy Authority (“PEA”) expects to select multiple vendors for the 18-month program.¹

2. Background

2.1. What is Solarize Philly?

Solarize Philly is a citywide program, led by the Philadelphia Energy Authority (“PEA”) to make solar power possible for all Philadelphia residents by:

- reducing customer acquisition costs through education and marketing;
- increasing consumer confidence through installer, product and installation standards;
- reducing system costs by bulk purchasing of solar modules, inverters and balance-of-system components;
- simplifying solar permitting and utility interconnection; and,
- providing further cost reductions for low and moderate-income households to increase access and empower residents.

The Solarize Philly team will leverage municipal communications and outreach to inform consumers of the program, generate interest and reduce participating installers’ customer acquisition costs. We will also partner with community organizations and non-profits to increase awareness. Solarize Philly will boost consumer confidence by creating basic consumer protections, standardizing equipment and contracts, and installers will be vetted and verified from official sources. PEA will support installers by helping to identify potential customers, verifying solar feasibility and minimizing interconnection and permitting barriers in partnership with PECO and the Office of Sustainability. System sales will be initially open for a three (3) month enrollment period starting July 1, 2017 for Phase 1. PEA expects two (2) additional open enrollment periods to follow. The program will run for a minimum of 18 months, per the terms of PEA’s seed funding from the U.S. Department of Energy.

Philadelphia residents can access solar either through direct ownership or via a Power Purchase Agreement (PPA).

- Direct Ownership – These customers will finance and own their own systems, receiving the federal investment tax credit for themselves. These customers are able to pay for solar out-of-pocket or by secure financing, and can benefit from the tax credit. We encourage installers to partner with lenders to assist in solar financing.
- Power Purchase Agreement/Lease - Customers who own their own homes will be offered a subsidized Power Purchase Agreement (“PPA”) where the installer (or a tax equity partner) will own and operate the system and charge households a kWh rate that is lower than the default utility price. PEA will work with installers to make this option available to homeowners at all income levels.

¹ PEA will issue a second RFP to solar manufacturers and distributors to determine if campaign-wide bulk purchasing of solar hardware will result in meaningful price reductions. If cost savings are realized, PEA will work with selected installers to integrate those products.

Landlords may participate in the program if interested and utility bill ownership applies.

Installers are expected to include program costs in the pricing to consumers. The design of Solarize Philly will ensure that total pricing will remain lower than what consumers could find on the open market. Installers will return the program costs to PEA, who will use this revenue to support marketing, solar installer training and solar subsidies for low and moderate income (“LMI”) households. The exact value of the program costs will be determined in partnership with the selected vendors.

2.2. About the Philadelphia Energy Authority

PEA was established by City Council and the Mayor of Philadelphia in 2010. PEA seeks systemic solutions to our city’s energy challenges, supporting the work of a robust community of energy experts, advocates, and champions citywide. In 2016, PEA launched the Philadelphia Energy Campaign with the leadership of City Council President Darrell Clarke. The Energy Campaign is a \$1 billion, 10-year investment in clean energy and energy efficiency projects for city buildings, schools, LMI housing and small businesses. PEA is uniquely positioned to leverage our existing Energy Campaign programs, dollars and relationships to launch a citywide Solarize Philly. The PEA website is <http://www.philaenergy.org/>.

2.3. Other Solarize Philly Partners

Solarize Philly will partner with the City’s Office of Sustainability and Energy Office, Philadelphia City Council, Young Professionals in Energy, Reinvestment Fund, Pennsylvania Solar Energy Industry Association, the Energy Coordinating Agency, PECO and many others. With a political commitment to clean energy from both the Mayor and City Council, a robust ecosystem of environmental and civic organizations, recent improvements in solar permitting processes from Philadelphia’s Department of Licenses and Inspections and PECO’s renewed commitment to expand solar in Philadelphia, we believe Philadelphia has significant pent up solar demand and this industry is poised for growth.

Solarize Philly is supported by the Clean Air Council, Philadelphia’s oldest environmental nonprofit. Since 2013, Clean Air Council has been running a solar installation training program at YouthBuild Charter School in North Philadelphia and collaborated on a solarize program in Northwest Philadelphia that educated over 125 people, received commitments from 15 households and installed 75 kW_{DC} of PV.

2.4. Solarize Philly Goals

Solarize Philly will deploy 2.5 MW_{DC} of PV in the next 18 months, of which roughly 20 percent will be for LMI households. We expect the average residential solar installation will be 5 kW_{DC}, so this represents approximately 500 installations. The initial primary focus of Solarize Philly will be residential installations, though commercial businesses, industrial customers, nonprofit organizations and institutional facilities can participate. We expect Solarize Philly to continue beyond the initial 18-month period and our goal is to install 25 MW_{DC} of solar on 5,000 rooftops by 2020. This program will also spur solar development in other sectors, leveraging another 10 MW_{DC} in government, schools, nonprofits and private companies by 2020.

Solarize Philly is designed to overcome common barriers homeowners experience in contemplating solar:

- **Uncertainty and confusion.** Because Solarize Philly will review and evaluate the proposals from multiple installers, we believe the uncertainty involved in buying or leasing a solar system will be reduced. Having a municipally-sponsored program that sets hardware, installation and financing standards and helps provide consumer protection will improve consumer confidence.

- **Complexity.** Consideration of a solar installation involves many choices and decisions. By researching these many options and installers, and educating our community, Solarize Philly will simplify the entire process for the consumer.
- **Inertia.** A critical component of any Solarize campaign is its deadline. Residents must sign a contract with the partner installer by a certain date in order to take advantage of the special pricing offer.
- **Cost.** The aggregation of multiple residential solar PV installations within a community provides opportunities to realize economies-of-scale and reduced marketing costs for the installer, and ultimately cost savings for the customer.
- **Equity.** By subsidizing solar for participating LMI residents, Solarize Philly will make solar available to all Philadelphians. This is a key issue for Philadelphia and its leadership.

Similarly, we seek to overcome some of the common barriers experienced by installers by:

- **Reducing Customer Acquisition Costs.** Solarize Philly’s marketing and consumer confidence measures will identify interested customers, lowering these soft costs for installers. Solarize Philly will be doing community outreach to encourage participation in the program. Those who sign up become warm leads for the selected installers. This method of generating leads entails far less work and cost than is typical for solar installers, and the conversion rate of prospects into sales has been shown to be far higher for those who sign up for Solarize campaigns than for other types of leads.
- **Reducing Permitting and Interconnection Costs and Hassles.** The City recently released a streamlined solar permitting process and PECO is working to address interconnection problems and will be an integral partner in the success of Solarize Philly.

2.5. The Solarize Philly Pricing Structure

The core concept of Solarize campaigns around the country is that individual system prices decrease as the number of sold systems grows. Applicants to Solarize Philly are asked to state their system prices for four tiers of installation volume in the RFP response. Details can be found in Part V of the response template.

Solarize Philly expect that prices will decrease as the volume of sales increases. Volume-based price reductions will be guaranteed in participating customer contracts so that even customers who signed contracts early in the campaign will be charged the final volume price. This approach will encourage customers to sign up early in the campaign even when volume discounts haven’t yet been applied. This simple approach also gives participating customers a direct incentive to urge their family, friends and neighbors to participate in Solarize Philly. **Note that system sales numbers in each tier are for the overall Solarize Philly campaign, not for each individual participating installer.** Assume that leads are divided equally among selected installers.

Participating installers will be asked to quote a system price for each of the four tiers to their customers so the customers know the exact size of the discount as Solarize Philly moves from one tier to the next. Solarize Philly and selected vendors will agree on the appropriate mechanism for ensuring discounts are applied.

PEA understands that the cost per watt_{DC} also drops as individual system size increases, so Part V of the response template asks bidders to show pricing for the following system sizes:

- 1 - 3 kW_{DC}
- > 3 - 6 kW_{DC}
- > 6 – 10 kW_{DC}
- 10 + kW_{DC}

Bidders may recommend other system size tranches if desired, but are required to provide pricing as described.

In the *RFP Response Form*, please submit system prices for both direct sales where the customer owns the system (expressed as \$ x.xx/watt_{DC}) and for Power Purchase Agreements (expressed as \$0.xxx/kWh). If you are unable to provide a PPA option, please note that in the response document.

3. Program Roles and Responsibilities

3.1. Role of PEA and Solarize Philly team

Solarize Philly will facilitate community outreach, marketing, consumer education and implementation of the program. PEA and other Solarize Philly partners will deliver educational workshops and build community champions.

Prospective customer leads will be emailed to installers as they are received and will also be entered into the Solarize Philly online database. PEA will manage the database and all selected installers will have access.

Marketing services will include publicizing Solarize Philly at local events, presentations to community organizations, and promotion via newsletters, email lists, bulletins, press releases, social media, flyers, and other media outlets.

PEA will support permitting and interconnection issues, and will liaise with City Council and City departments and agencies to help spread the word.

PEA will perform basic site pre-qualification to determine project feasibility utilizing Google Sunroof and other parameters as defined by selected vendors prior to forwarding the lead to the vendor.

3.2. Role of Selected Installers

The selected PV installers will be expected to provide the following services under Solarize Philly:

- **Participation in outreach efforts and recruitment workshops:** These workshops will educate homeowners about solar and encourage them sign on to the program. Through these workshops homeowners will learn:
 - What is involved in getting a solar system installed (process)
 - Financial costs and benefits of solar
 - Environmental benefits of solar
 - What makes a good candidate for a solar system
 - How to sign up for a free home solar assessment

The selected PV installers will work with Solarize Philly to develop a strategy for collaboration and outreach during the program. Starting July 1, 2017 and continuing through December 31, 2018, outreach events and other activities will raise awareness of solar PV and Solarize Philly while directing customer leads to the selected installers.

- **Free site evaluations:** The PV installer will be responsible for providing a free individual site-assessment for all customers who sign up and meet the basic requirements confirmed by the Solarize Philly pre-screening. Following the installer site assessment, installers will work with interested customers to design appropriate systems, and contract with the customer for installation of the solar PV system.

Installers will be expected to contact those who sign up within 3 business days, and arrange for a site visit and proposal. The installers will conduct site assessments at these homes within 15 business days of the sign-up and, for sites that are good candidates for solar, will offer a quote to the resident that conforms to the agreed upon base price and list of approved price adders.

If at the free site assessment, the customer's site is deemed to be feasible for a solar PV project, they will have the option to contract with the PV installer before the program deadline. Contracts under the Solarize Philly program must be signed by October 31, 2017, unless an extension is granted due to permitting, interconnection or other approved issues. Installation of PV systems should begin as soon as possible after contract signing with the goal of completing all installs before March 31, 2018.

- **Straightforward and economical pricing:** Installers must provide a direct purchase price for solar PV systems. Discounts tranches will be applied as signup milestones are reached, and all members of the Phase 1 open enrollment period will receive the lowest applicable price. PEA will approve the proposal format to ensure some uniformity and clarity across program vendors.

If the installer offers a Power Purchase Agreement or lease agreement, they must provide a base dollar per kilowatt hour (\$/kWh) PPA or lease price, together with information about term and price escalation.

- **Financing options:** The selected installers will be expected to help prospective direct-ownership customers understand their financing options and may offer financing directly or in partnership with a local lending institution if they so choose. Solarize Philly will work with lenders and installers to ensure financing is available.
- **Turn-key installation services:** Upon contracting, the installer will be responsible for providing each customer with a turnkey service, which includes securing all local permits, L&I inspection approval, providing approved interconnection with the utility, securing any rebates or incentives, and completing and commissioning the installation (including expected system performance assurance).
- **Maintain status information:** Solarize Philly will be setting up a customer relationship management system (SalesForce® or comparable) to track all Solarize Philly activity. The Solarize Philly team will track leads and make referrals to the participating installers using this system. Any contact information supplied to the PV installer as part of the Solarize Campaign may be used only for Solarize Philly and not for any other purposes. Contact names may not be provided or sold to a third party. Installers will also use this same system to track contracts, permitting, interconnection and installation work. Status must be updated within 1 business day of activity.
- **Ensure Equal Opportunity and Philadelphia-specific hiring goals are met:** All vendors are required to submit an Equal Opportunity Plan to indicate how they will work with M/WBE, DBE, and DSBE-owned subcontractors (if subcontractors will be utilized). Vendors should describe how jobs will be created for Philadelphia-based employees, women and people of color. Our target for M/WBE, DBE and DSBE inclusion is 35%. If no subcontractors will be used, 35% of the selected installer's workforce must meet these standards or a good faith hiring plan to achieve these goals must be in place.
- **Regular Communications:** PEA will plan a monthly in-person meeting of all developers for the first 9 months of the program and will set a more frequent phone check-in schedule once installers are selected. All selected vendors must participate.

3.3. Anticipated project timeline

Step	Date
RFP released	April 27, 2017
Deadline to submit RFP questions	May 12, 2017
Proposals submitted	May 26, 2017
Installer interviews	June 6 – 8, 2017
Installer selections announced	June 16, 2017
Selected installer MOUs executed	June 30, 2017
First Customer Signup Period	July 1 – September 30, 2017
All First Signup Period contracts signed (estimated)	October 30, 2017
All First Signup Period installations completed (estimated)	March 31, 2018
Second Customer Signup Period Opens (estimated)	January 1, 2018
Third Customer Signup Period Opens (estimated)	June 1, 2018

3.4. Marketing Materials, Presentations, and Claims Made Throughout the Program

Selected vendors must refer to the program as “Solarize Philly” in all community-outreach materials and marketing efforts. These outreach materials should direct customers interested in participating in the campaign to www.solarizephilly.org as a first point of contact. Solarize Philly may be used in tandem with company names and logos. PEA will collaborate with selected installers to ensure clarity in messaging.

All installers must ensure that any marketing materials they produce do not claim to represent the opinion or position of Solarize Philly or the Philadelphia Energy Authority or the other Solarize Philly partners.

All claims regarding federal tax credits or other tax benefits should include a suggestion to contact legal and tax professionals.

3.5. Reporting and Tracking

Installers must provide the Solarize Team with regular tracking information in the Solarize database, including leads generated, feasible project sites identified, and contracted projects on a weekly basis. Installers may also be asked to participate in weekly conference calls to review the status of leads and installations.

Installers must report the final pricing of each contracted system, detail why a specific project requires additional costs (if applicable), and provide all information regarding final project cost and composition to Solarize Team as contracts are completed and summarized in a final report at the end of the program.

Installers will make a reasonable effort to track why customers decide not to contract for a solar PV project.

3.6. Dealing with Prospects and Customers

- The website of selected installers must provide a link to the Solarize Philly website (www.SolarizePhilly.org). This website is now live.
- Installers will provide their contact information for posting on Solarize marketing materials and webpages. In addition, installers will provide one or more email addresses to receive information from prospects and customers, potentially including requests for information from the Solarize Philly website.
- Installers will contact all interested customers who sign up to participate within 3 business days, and will provide free site visits (after Solarize Philly pre-qualification) within 15 business days of sign-up. Quotes will be delivered in a timely manner.
- Installers must clearly specify all financial assumptions used in their system proposals (including assumptions about the annual increase in utility electric rates, SREC values, performance degradation, and other variables), and must offer quotes that conform to the agreed-upon pricing. All such assumptions shall be established by Solarize Philly in collaboration with selected installers.
- Installers must assess the shading of the proposed panel location, and must take that shading into account in all calculations of monthly and annual system output and financial return over an agreed-upon period.
- Installers will procure all necessary permits and approvals for PV system construction, inspection, and interconnection with the utility, and assist with securing any rebates or incentives for the customer.
- Installers must make sure the customer understands the process of registering their system appropriately to obtain eligibility for selling SRECs into the PA marketplace or contracting with an SREC aggregator to register the system. In the case of PPAs or leases, installers must clearly indicate who owns the SRECs.
- Installers will follow up within 3 business days with all customers who request a site survey or more information about the program. If the customer's site is determined to be not viable for solar, customers must receive prompt notification to that effect.
- Installers will provide responses to customer inquiries within 3 business days.
- Installers will provide objective information to enable customers to understand and choose from among any solar financing options offered.
- Installers must commit to completing installations within 90 days of receiving interconnection approval (Part 1) by PECO. With the exception of delays prompted by utility upgrades required by PECO as part of system interconnection or for other good cause along with customer consent, the system shall be put into operation prior to March 31, 2018 after L&I inspection approval and PECO's Certificate of Completion (Part 2) approval.
- After the solar PV system is in operation and before final payment, installers shall provide a walkthrough of the system for the customer and provide user manuals, L&I permit application documents, PECO interconnection application documents, hardware warranties and any other appropriate documents.
- Installers shall include their payment and installment terms in the RFP response.
- Installers will include a disclaimer on all customer intake forms and media (such as website and sign-up sheets) that outlines how customer contact information will be used under the campaign and provide the customer with the ability to opt out of communications unrelated to solar PV installations. The installer will not share customer information with third parties.

Note that all contracts will be executed between the homeowner and the selected installer. The contract between the owner and the installer must state that Solarize Philly and its partners are not parties to the contract and that the installer will be solely liable for any claims, losses or damages arising out of the contract. By submitting a response to this RFP, the installer agrees to these conditions.

3.7 Equal Opportunity Business Ownership and Workforce Plans

The Philadelphia Energy Authority requires that all vendors submit an Equal Opportunity Plan (EOP) describing how they will meet our program goal of 35% inclusion of certified minority, woman, disabled or disadvantaged business enterprises. Further, we have set an additional goal of having 35% Philadelphia-based employees or ownership.

The EOP must describe the following:

- a. Is the vendor a certified M/WBE, DBE or DSBE? If so, through which certification entity?
- b. How will your firm work with DBEs? How will your firm help PEA meet our program goals of 35% inclusion? Will subcontractors be utilized? If no subcontractors will be utilized, what percentage of your current workforce could be classified as a minority, woman or disabled person?

The Applicant should describe its efforts at employing minority persons and women in its workforce of apprentices and journeymen specifically (if applicable). Per the Philadelphia Office of Economic Opportunity, best efforts at employment at the following levels should be made:

- Minority Apprentices – 50% of all hours worked by all apprentices
 - Minority Journeymen – 32% of all journey hours worked across all trades
 - Female Apprentices – 7% of all hours worked by all apprentices
 - Female Journeypersons - 7% of all hours worked across all trades
- c. What percentage of your current workforce could be classified as a minority, woman or disabled?
 - d. How will your firm meet the goal of 35% Philadelphia-based employees or ownership? What percentage of your current workforce is Philadelphia-based?
 - e. How will your firm help create jobs in Philadelphia? What key partnerships will you utilize or establish to ensure a diverse workforce?
 - f. If your current workforce or subcontractors do not meet our diversity, inclusion and local investment goals, please provide a good faith hiring plan to achieve these goals, and key dates by which you expect progress to be made.

4. Questions, Proposal Format and Submission

4.1. Questions

All questions regarding Solarize Philly, this RFP and the *Solarize Philly Installer RFP Response Form* are to be sent by email to irigell@philaenergy.org and solarize@philaenergy.org.

Responses to questions received by 5:00 p.m. on **Friday, May 12, 2017** will be issued by 4 p.m. on **May 16, 2017**. All effort will be made to respond to questions received after May 12, 2017 deadline, but responses are not guaranteed.

The answers to all questions, regardless of the installer submitting them, will be posted on the Solarize Philly website: www.SolarizePhilly.org. Installers responding to this RFP are urged to check the website for the responses to the questions. Bidders wishing to register to be included in email notifications regarding this RFP may do so by emailing solarize@philaenergy.org.

4.2. Proposal Deadline

Responses to this RFP must use the *Solarize Philly Installer RFP Response Form* and be delivered electronically to the Philadelphia Energy Authority no later than **3:00 p.m. on Friday, May 26, 2017**. The electronic version of both the completed *Response Form* and its Exhibits are to be emailed by the deadline to the Philadelphia Energy Authority at lrigell@philaenergy.org and solarize@philaenergy.org. Responses received after the deadline will not be considered.

4.3. Format for Proposals

All proposals in response to this RFP must use the *Solarize Philly Installer RFP Response Form* with requested information, as described in this section and in the *RFP Response Form*, submitted as attachments or as one complete file. Responses that do not meet all requirements described herein will be deemed nonresponsive and discarded.

The *Solarize Philly Installer RFP Response Form* is a Microsoft Word form with cells that expand to the length of the answer. As you complete the form, you should save it as a .docx or .pdf with a file name that includes your business name (e.g. "Solarize Philly Response Form for Sunshine Solar").

Part I (Applicant's Point of Contact) and Part II (Applicant Information) request information about the installer's business, location, employees, revenues, management, subsidiaries and affiliates and business relationships.

A consortium consisting of multiple PV installer businesses may respond collectively in response to this RFP, as long as:

- A single lead contact person for the consortium is identified;
- Each installer separately meets all the eligibility requirements listed in this RFP;
- There are clear policies regarding the shared responsibility and assignment of individual projects to the participating installers.

If multiple installers are joining together to respond to this RFP, the company completing the initial Part I and Part II will be presumed to be the lead, and the additional companies must complete copies of Part II and Part III (see below).

Part III (Applicant's Solar PV Installation Experience) requests data for installer's installation history for both residential systems and commercial systems in 2014, 2015 and 2016 and requests customer references for each. Individual installers/employees' qualifications are also requested, such as electrician license numbers, and NABCEP and/or UL certification numbers. If multiple installers are joining together to respond to this RFP as a consortium, the additional companies must also complete copies of Part III.

Three residential customer references are required. Commercial customer references are optional.

Part IV (Proposed Hardware) should include a standard and premium option for hardware (modules, inverters and racking) that the respondent intends to offer customers. These hardware descriptions should match the price options shown in Part VI.

Equipment specifications shall include, at a minimum, product manufacturers and model numbers, along with:

- PV module dimensions, wattage, and efficiency
- Inverter wattage, voltage, and efficiency
- Product warranty terms

Part V (Proposed Pricing) requires proposed pricing (with adders as appropriate) for all four system sizes previously outlined in Section 2.5 and Solarize Philly sign-up counts. We recognize that dollars per watt does not always represent the best value to customers, but is used here as a method of comparison between vendors. The “Deduct – Price without Modules/Inverter” is intended to be used in the case that PEA is able to identify volume discounts from equipment manufacturers. We have also requested pricing as \$/kWh if your company is able to offer a Power Purchase Agreement (whether internally or through a partner).

Part VI (Additional Program Input) requires additional input in describing parameters concerning pricing provided, and describes conditions for pricing in Part V in more depth.

Part VII (Capacity) requires a description of capacity and ability to scale to manage customer volume from Solarize Philly.

Part VIII (Signature)

Part IX (Exhibits) describes all required attachments. Exhibits should be saved as PDFs and submitted electronically. All exhibits will be used by the Philadelphia Energy Authority for evaluating your proposal and will be kept confidential.

5. Evaluation Criteria

Proposals in response to this RFP will be evaluated by the Solarize Philly selection committee. PEA may invite the top-ranked proposers to make a brief oral presentation and be interviewed by the evaluation team.

Selection criteria will include:

- **Overall Quality:** Overall quality of proposal and specified equipment
- **Experience:** Degree of PV installer’s experience and proficiency in the scope of work, including demonstrated experience in developing, designing and installing residential and/or solar PV systems in the region and customer service track records
- **Value and Price:** The value offered by the pricing of proposed equipment, price adders, price escalators, and contract terms and conditions, as well as Purchase Price (\$/kW_{DC}) and/or Lease/PPA Price (\$/kWh) for increasing tiers of number of signed contracts
- **Implementation Capacity:** Ability to provide timely, quality customer service, site visits, design, and all turnkey installation services, as well as ability to work well with the chosen community.

- **Adequate Financial Capacity:** Solarize is intended to result in a significant number of installations to the selected installer. Selected installers must be able to demonstrate sufficient financial strength and staff capacity to successfully carry out this program (e.g. adequate trade credit and cash availability).
- **Licensing and Insurance:** The selected installers must be licensed in Pennsylvania to do the contracted work and must carry adequate insurance coverage.
- **Equal Opportunity and Local Hiring Plan**

Some criteria (e.g., appropriate licensing and insurance, strong solar experience, NABCEP or UL certification) are considered essential for an acceptable proposal. Other criteria will be used to rank the proposals.

After evaluation of proposals and interviews, PEA will select the preferred installers and will notify all installers who submitted a proposal of the results. PEA will then negotiate and execute a Memorandum of Understanding with each selected Installer. Attached as Attachment 1 are the standard terms and conditions that will be included in the MOUs.

6. Termination

PEA reserves the right to terminate this Agreement at any time at its sole discretion by giving Installer thirty (30) days' notice, however, Installer shall be entitled to reimbursement for any services rendered prior to the date of termination. See additional details in Attachment 1.

Attachment 1

PHILADELPHIA ENERGY AUTHORITY STANDARD TERMS AND CONDITIONS

Independent Contractor. Installer acknowledges that Installer is an independent contractor and that Installer is not an employee of the Philadelphia Energy Authority (“PEA”). Installer also acknowledges that Installer is not entitled to participate in any employee benefit plan or receive any benefits of the PEA normally accorded to employees, shall not receive coverage under any Workman’s Compensation Statute, and shall be solely responsible for securing and maintaining any necessary insurance or licenses.

Non-Exclusivity. Installer is under no obligation to work exclusively for the PEA, and may accept engagements, work, and assignments from parties other than the PEA on a regular basis. The PEA and the Installer agree and acknowledge that the Installer’s services are separate and distinct from the services and business operations of the PEA, and that the business operations of the Installer shall not, at any time, be integrated into the business operations of the PEA.

No Agency. Installer is authorized to represent himself or herself as an independent contractor of the PEA, but shall have no authority to and shall not represent that he or she has authority to bind the PEA in any manner.

Standard of Performance. Installer shall enter upon the performance of this Agreement with all due diligence and dispatch: shall press to its complete performance in a manner consistent with a degree of professional skill and competence pursuant its professional standards. All of the services requires hereunder of Installer shall be performed to the satisfaction and approval of the PEA.

Confidentiality. Installer agrees to keep confidential for the benefit of the PEA any and all of their trade secrets or confidential or proprietary information, knowledge or data disclosed to him/her or obtained by him/her during the term of this Agreement and will not thereafter disclose any such trade secrets, information, knowledge or data to any other person, firm or corporation.

Assignment/Successors. This Agreement is personal to Installer and is not assignable by him/her. It may, however, be assignable by the PEA. The PEA’s rights hereunder shall be enjoyed by any successor in interest to the PEA. In the event of Installer’s death, inability to perform his/her duties or his/her breach of this Agreement, the PEA shall have no further obligations hereunder other than to pay him/her or his/her estate any fees or expenses that are payable hereunder which are accrued and unpaid to the date of either his/her death, disability or termination.

Compliance with Laws. All services rendered and documents prepared by Installer shall strictly conform to all applicable laws, statutes and ordinances (including, but not limited to, the Fair Practices Ordinance, Philadelphia Code Chapter 9-1100), and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices, commissions, quasi-government agencies, the PEA and its board, and other agencies.

Work Product. Work product prepared by Installer in the performance of this Agreement shall be the absolute property of the PEA.

Subcontracting. Installer shall not subcontract any work hereunder without prior written approval by the PEA.

Change Orders. Any material additions, revisions or adjustments to the Services, including cost, period for provision of the Services or delivery dates, will be effected only pursuant to a written order signed by an authorized representative of both parties. If the PEA initiates a change order request, Installer will promptly respond to such request in writing. If Installer initiates a change order request, the PEA failure to affirmatively accept the request within a reasonable period of time shall be deemed a rejection.

Conflicts with Installer's Proposal. In the event of conflict of variance between this Agreement and the proposal of Installer, this Agreement shall govern.

Indemnification. Installer agrees to unconditionally indemnify and hold harmless the PEA, its affiliates, and its respective agents, employees, offices, directors, and owners, from and against all liabilities, costs, expenses, claims, disputes, damages, lawsuits, losses, or assessments (including attorney's fees) suffered or incurred in connection with any claim asserted by any party (regardless of the form of or forum in which such claim may be asserted) whether based upon the Installer's negligent or willful act or omission, or that of anyone employed, retained, or utilized by the Installer, or whether based upon events or activities of the Installer during the rendering or performance of, or attempts to render or perform, the services of the Installer for the PEA in accordance with this Agreement.

Termination. The PEA reserves the right to terminate this Agreement at any time at its sole discretion by giving Installer thirty (30) days notice, however, Installer shall be entitled to reimbursement for any services rendered prior to the date of termination.

Force Majeure. Notwithstanding any provision of this Agreement, neither party shall have any responsibility or liability for any failure, error, malfunction, or delay resulting from events due to any cause beyond its reasonable control, including, but not limited to sabotage, fire, flood, explosion, acts of God, civil commotion, strikes, stoppages or labor or industrial action of any kind, riots, insurrections, war or acts of government power or equipment failure (including that of any common carrier, or transmission line), emergency condition or cause. The PEA shall not be liable for any failure to perform any of its obligations under this Agreement if such performance would result in it being in breach of any law, regulation, requirement or provision of any government or government agency in accordance with which it is required to act, as it shall determine.

Where a force majeure event has occurred that prevents to any extent a party in the performance of its obligations under this Agreement or under any Schedule, the performing party that is unable to perform shall be excused from further performance or observance of the obligations(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance as soon as possible and to whatever extent possible without delay.

Nondiscrimination. This Agreement is entered into in concert with the terms of the Philadelphia Home Rule Charter and in its performance. Installer shall not discriminate nor permit discrimination against any person because of race, color, religion, gender identity or expression, national origin or sex. In the event of such discrimination, the PEA may terminate this Agreement forthwith.

Limitation of Liability. To the fullest extent permitted by applicable law or regulations, Installer's liability to the PEA for any claim or cause of action arising out of or related to this Agreement, including breach of warranty, Solarize Philly PV Installer RFP

breach of contract, negligence, and other torts arising out of or relating to this Agreement and the Schedules, shall not exceed the amounts paid or payable by Installer for such project.

Chapter 17-400 of the Philadelphia Code. In accordance with Chapter 17-400 of the Philadelphia Code, Installer agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring tenure of employment, promotion, terms privileges or condition of employment, on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes a substantial breach of this Agreement entitling the PEA to all rights and remedies provided in this Agreement or otherwise available in Law or equity.

Installer agrees to include the immediately preceding paragraph; with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into for work to be performed pursuant to this Agreement.

Installer further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute a substantial breach of this Agreement entitling the PEA to all rights and remedies provided herein or otherwise available in Law or equity.

General. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and will be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. No modifications, amendments or waiver of any provision thereof shall be effective unless made in writing and signed by the parties. In case any provision of this Agreement shall be held ineffective or unenforceable, the remaining provisions shall remain unaffected.