



REQUEST FOR PROPOSALS

For Solar Installation Vendors for

Solarize Philly

Released: February 21, 2019

Response Deadline: March 25, 2019, 3:00pm

Issued by:

THE PHILADELPHIA ENERGY AUTHORITY ("PEA")

Table of Contents

1. Purpose	3
2. Background	3
2.1 About the Philadelphia Energy Authority	3
2.2 Solarize Philly Goals and Strategies	3
2.3 Phase 1 & 2 Outcomes	4
2.4 Program Design	5
2.5 Anticipated project timeline	7
3. Questions, Proposal Format and Submission	7
3.1 Intent to Respond	7
3.2 Questions	7
3.3 Proposal Deadline	7
3.4 Notice to State Requested Exceptions to Contract Terms and Conditions	8
3.5 The Philadelphia Tax and Regulatory Status and Clearance Statement	8
3.6 Format for Proposals	9
4. Public Disclosure and Confidential Information	10
5. Evaluation Criteria	11
Appendix A: Solarize Philly Installer Response Form	12
Appendix B: Contract for Services Between Installer and the Philadelphia Energy Authority	25
Appendix C: City of Philadelphia Tax and Regulatory Status and Clearance Statement	51

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 Phase 3 of Solarize Philly, a group-buying program to help all Philadelphians go solar at home. The Philadelphia Energy Authority (PEA) is seeking qualified installers to deliver cost-competitive rooftop solar installations to Philadelphia homeowners in 2019. The Philadelphia Energy Authority (“PEA”) expects to select multiple installers with this RFP.

2. Background

2.1 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 which will create 10,000 jobs. Learn more about the Philadelphia Energy Campaign at <http://www.philaenergy.org/>.

PEA is a municipal authority and political subdivision of the Commonwealth of Pennsylvania, formed by the City of Philadelphia under the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601 *et. seq.* (“the Act”) for the purposes described in the Charter and included below:

The Authority’s purposes and responsibilities shall be limited to actions for and concerning (i) the development, facilitation and/or financing of energy storage and/or generation projects, (ii) the development, facilitation and/or financing of energy efficiency projects, and (iii) the purchase or facilitation of energy supply and energy services on behalf of the City of Philadelphia, government agencies, institutions and businesses, as well as the education of consumers regarding choices available in the marketplace, and (iv) the promotion of a vital clean energy sector of the Philadelphia economy and increased employment in the sector by undertaking efforts to strengthen the markets for energy efficiency and energy storage and generation projects. The Authority shall have and may exercise all of the powers set forth in the Act that are necessary or convenient for carrying out its purposes and responsibilities.

Under this authority PEA established a successful program, **Solarize Philly**, to expand and support the solar energy industry in Philadelphia by facilitating residential solar development. Solarize Philly has reduced the barriers to residential solar installations and recognized savings through collective procurement of equipment to be installed in solar systems. PEA prequalified a number of solar installers (**Installers**) to serve Solarize Philly participants.

2.2 Solarize Philly Goals and Strategies

PEA aims to grow Philadelphia’s residential and commercial solar market segment because solar has many benefits:

- 1) **Solar creates jobs.** Rooftop solar creates more local jobs per dollar invested than any other energy project.
- 2) **Solar reduces the city’s carbon footprint.** The City has included rooftop solar in the Citywide Energy Vision, a plan to achieve an 80% reduction in greenhouse gas emissions by 2050.

- 3) **Solar saves people money.** The cost to install solar is at price parity with conventional power for much of Philadelphia.

PEA is using the following three strategies to achieve these desired outcomes:

- 1) **Grow the demand for solar in Philadelphia.** Solarize Philly enables Philadelphians to go solar who may not have done so on their own, by embedding important consumer protections and highly competitive pricing. Solarize Philly communicates the benefits and facts about solar to Philadelphia homeowners. The involvement of the Philadelphia Energy Authority and the consumer protections built into the group-buying program increase consumer confidence and ensure that the installations are in line with best practices.
- 2) **Grow the supply of solar in Philadelphia.** PEA launched Solarize Philly knowing that many installers were reluctant to or unfamiliar with working in the city of Philadelphia. Solarize Philly aims to build a robust solar market segment in Philadelphia and help reduce the soft costs of installing solar in Philadelphia by helping to streamline the interconnection and permitting processes and educating consumers. Where appropriate, PEA may offer or highlight certain solar financing vehicles.
- 3) **Make sure that all Philadelphians can benefit from this solar growth.** Low- and moderate-income (LMI) households stand to benefit the most from the savings and jobs generated by this growth in Philadelphia's solar industry. Program fees collected from each Solarize Philly installation are used to increase LMI access to solar energy and support job training.

2.3 Phase 1 & 2 Outcomes

PEA launched Solarize Philly in April 2017 as a citywide program to help all Philadelphians go solar at home. PEA received seed funding and technical assistance through the U.S. Department of Energy's Solar In Your Community Challenge to establish a scalable and replicable model to bring solar to underserved communities.

The results of the first two Solarize Philly phases have put Philadelphia in the national spotlight for solar growth. Solarize Philly was the largest single solarize campaign, Philadelphia was 4th in the country for 2017 solar growth, and solar installer was declared a High Priority Occupation for Philadelphia County. Across the two phases of the program, 4,237 interested households signed up, 1,926 were referred to the selected installers, and 363 homeowners signed solar installation contracts for a total of 1.6 MW of distributed solar capacity. The program enabled a \$5.8 million investment in rooftop residential solar in Philadelphia. 92% of participants said they would not have gone solar on their own.

Low- and moderate-income (LMI) households are one of the four sectors targeted by PEA's Philadelphia Energy Campaign, and Solarize Philly is designed to benefit these households through inclusive financing and job training. PEA designed a low-cost lease (without credit minimums) to include up to 45 LMI households in Solarize Philly Phase 2 (the Special Financing Pilot). PEA intends to scale up this financing model for 1,000 LMI households in the coming years.

PEA has administered solar installation training to 52 high school students and recent graduates since 2017. The U.S. Department of Energy recently selected PEA for a \$1.25 million award to expand this curriculum, train 100+ more young adults, and secure sustainable funding so these training programs can continue beyond the three-year award term.

2.4 Program Design

This section lays out the key components of the Solarize Philly program, which are designed to advance the program goals. Please reference the Contract for Services Between Installer and the Philadelphia Energy Authority (attached as Appendix B) for a detailed description of the Installer's responsibilities and PEA's commitments.

A. Lead Generation

Solarize Philly creates a simple process for Philadelphians to express interest in solar and receive a free solar assessment of their home. Solarize Philly's straightforward intake process makes it easy for participants who want to consider solar for their home but do not know where to start.

PEA (along with the selected installers) will recruit new leads through social media, events, and engagement with partners across the city. PEA partnered with Philadelphia City Council, the Office of Sustainability, PECO, community-based organizations, and the press to spread the word about Solarize Philly in Phases 1 and 2. PEA will work with these and new partners to recruit sign-ups for Phase 3. PEA may also work with installers to engage previous leads, including those who signed contracts and those who signed up but did not move forward.

PEA will collect information from new sign-ups and provide them with an overview of the program, both making it easier for the Installer to quickly generate a solar assessment of the home and confirming the participant is indeed interested in receiving a solar assessment. PEA will continue to serve as a resource for participants as they consider their solar proposal and contract. PEA's participant intake and management resulted in much higher close rates than is typical of other lead generation sources, averaging at 21% across the selected installers in Phase 2.

B. Referral Incentives

For the first two phases of the program, PEA established tiers based on the number of signed contracts. When the program reached a new tier, all participants were eligible for an additional suggested minimum discount, as suggested in the Statement of Policy. PEA acknowledges that there are other models to encourage homeowners to refer additional people to the program, such as referral fees. Applicants are asked to propose referral incentives, including discount tiers or otherwise and information about any current referral incentives that they offer in the *Solarize Philly Installer Response Form* (Appendix A).

C. Limited-time Highly Competitive Pricing

A core concept of Solarize Philly is that participants in the group-buying program are able to access highly competitive pricing if they sign a solar contract with one of the pre-approved installers during the designated enrollment period. Applicants to Solarize Philly are asked to state their proposed system prices in the *Response Form*.

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.

D. Program Fees

PEA will collect a program fee from each Solarize Philly installation to ensure equitable access to solar energy and jobs. The exact amount of the program fees will be determined upon completion of this procurement process.

E. Consumer Protections

Consumer protection is a primary concern for PEA. PEA has designed this RFP and the Solarize Philly program to ensure that participants are receiving quality service by going solar through the program. PEA will evaluate applicants' previous performance through references and Quality Assurance Assessments, as described in the *Response Form*. PEA will evaluate the pre-approved installer's program performance through random Quality Assurance Assessments on completed Solarize Philly installations. The pre-approved installer will be expected to correct any issues identified in these assessments.

Pre-approved installers must receive PEA's approval on the modules, inverters, and racking to be installed for a Solarize Philly participant. The applicant is asked to include proposed equipment in the *Response Form*. Pre-approved installers are also expected to receive PEA's approval on any financing option (including loans, PPA's, or leases) to be offered to a Solarize Philly participant. The applicant is asked to include proposed loan products, PPA, or lease options in the *Response Form*.

PEA will also establish standards for customer communication, including but not limited to the timeframe of installer's responses to customer inquiries, a standard cover sheet to be included with customer proposals, and suggested contract terms. PEA will hold pre-approved installers to a high quality of customer service and expects the Installer to resolve any customer issues as quickly as is reasonable.

F. Streamlined Permitting and Interconnection

The City of Philadelphia was awarded the Solsmart Gold designation in 2017 for reducing barriers to doing solar business in the city. The Office of Sustainability worked with the Department of Licenses and Inspection (L+I) to put in place an expedited permitting standard for solar installations that meet certain criteria. PECO has also made significant efforts in the past 2 years related to the interconnection process: releasing a map showing interconnection viability, establishing a Distributed Energy Group, and offering alternative inverter settings as an additional interconnection option. PEA has worked closely with L+I and PECO to further reduce and address delays associated with interconnection and permitting, and properly manage application volume.

G. Job Training and Equal Opportunity Hiring

The Philadelphia Energy Authority values diversity and inclusion in solar development. PEA values diversity of ownership and hiring and encourages pre-approved installers to engage with Philadelphia's solar training programs, through curriculum development, classroom visits, hosting trainees as interns, and hiring graduates from the programs.

2.5 Anticipated project timeline

Step	Date
RFP released	February 21, 2019
Deadline to submit Intent to Respond	March 11, 2019
Deadline to submit RFP questions	March 15, 2019
Proposals submitted	3 p.m. March 25, 2019
Installer interviews (estimated)	April 1 – April 5, 2019
Installer selections announced	April 5, 2019
Phase 3 Enrollment Period	Spring - Summer 2019

3. Questions, Proposal Format and Submission

3.1 Intent to Respond

Please submit a statement of your Intent to Respond on your company's letterhead to solarize@philaenergy.org before **Monday, March 11, 2019**.

3.2 Questions

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

Responses to questions received before 5:00 p.m. on **Friday, March 15, 2019** will be emailed to all applicants who have submitted statements of Intent to Respond. All responses will be issued by 4 p.m. on **Wednesday, March 20, 2019**. All effort will be made to respond to questions received after the March 15, 2019 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.philaenergy.org. Installers responding to this RFP are urged to check the website for the responses to the questions. Applicants wishing to register to be included in email notifications regarding this RFP may do so by emailing solarize@philaenergy.org.

3.3 Proposal Deadline

Responses to this RFP must use the *Solarize Philly Installer Response Form* (Appendix A) and be delivered electronically to the Philadelphia Energy Authority no later than **3:00 p.m. on Monday March 25, 2019**. 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 solarize@philaenergy.org. Responses received after the deadline will not be considered.

3.4 Notice to State Requested Exceptions to Contract Terms and Conditions

PEA's Contract for Services Between Installer and the Philadelphia Energy Authority is attached to this RFP as **Appendix B**. By submitting a proposal in response to this contract opportunity, the Respondent agrees that, except as provided herein, it will enter into a contract with PEA containing substantially the Contract Terms and Conditions.

Respondents must state clearly and conspicuously any modifications, waivers, objections or exceptions they seek ("Requested Exceptions") to the Contract Terms and Conditions in a separate section of the application entitled "Requested Exceptions to Contract Terms and Conditions" (Exhibit J). For each Requested Exception, the Respondent must identify the pertinent Contract Term by caption and section number and state the reasons for the request. The Respondent must also propose alternative language or terms for each Requested Exception. Requested Exceptions to PEA's Contract Terms and Conditions will be approved only when PEA determines in its sole discretion that a Requested Exception makes business sense, does not pose unacceptable risk to PEA, and is in the best interest of PEA. By submitting its proposal, the Respondent agrees to accept all Contract Terms and Conditions to which it does not expressly seek a Requested Exception in its proposal. PEA reserves the right, in its sole discretion, to evaluate and reject proposals based in part on whether the Respondent's proposal contains Requested Exceptions to Contract Terms, and the number and type of such requests and alternative terms proposed.

If, after PEA issues its notice of intent to contract to a Respondent, the Respondent seeks Requested Exceptions to Contract Terms that were not stated in its proposal, PEA may, in its sole discretion, deny the Requested Exceptions without consideration or reject the proposal.

PEA reserves the right, in its sole discretion, (i) to waive any failure to comply with the terms of this Notice if it determines it is in the best interest of PEA to do so; and (ii) to require or negotiate terms and conditions different from and/or additional to the Contract Terms and Conditions in any final contract resulting from this contract opportunity.

3.5 The Philadelphia Tax and Regulatory Status and Clearance Statement

It is the policy of the City of Philadelphia and PEA to ensure that each contractor and subcontractor has all required licenses and permits and is current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation of other regulatory provisions contained in the Philadelphia Code. To assist PEA, through the City of Philadelphia Department of Revenue and Department of Licenses and Inspections, in determining this status, each Respondent is required to submit with its proposal the certification statement entitled City of Philadelphia Tax and Regulatory Status and Clearance Statement which is attached to this RFP as **Appendix C**.

If the Respondent is not in compliance with the City's tax and regulatory codes, an opportunity will be provided to enter into satisfactory arrangements with the City to achieve compliance. If satisfactory arrangements cannot be made, Respondents will not be eligible for award of the contract contemplated by this RFP.

The selected Respondent will also be required to assist PEA in obtaining the above information from its proposed subcontractors. If a proposed subcontractor is not in compliance with City Codes and fails to enter into

satisfactory arrangements with the City, the non-compliant subcontractor will be ineligible to participate in the contract contemplated by this RFP and the selected Respondent may find it necessary to replace the non-compliant subcontractor with a compliant subcontractor. Respondents are advised to take these PEA policies into consideration when entering into their contractual relationships with proposed subcontractors.

If a Respondent or a proposed subcontractor is not currently in compliance with the City's tax and regulatory codes, please contact the Revenue Department to make arrangements to come into compliance at 215-686-6600 or revenue@phila.gov.

Respondents need not have a City of Philadelphia Business Income and Receipts Tax Account Number (formerly Business Privilege Tax Account Number) and Commercial Activity License Number (formerly Business Privilege License Number) to respond to this RFP, but will be required to obtain both if selected for award of the contract contemplated by the RFP.¹ Applications for a Business Income and Receipts Tax Account Number or a Commercial Activity License² may be made online by visiting the City of Philadelphia Business Services Portal at <http://business.phila.gov/Pages/Home.aspx> and clicking on "Register Now." If you have specific questions, call the Department of Revenue at 215-686-6600 for questions related to City of Philadelphia Business Income and Receipts Tax Account Number or the Department of Licenses and Inspections at 215-686-2490 for questions related to the Commercial Activity License.

3.6 Format for Proposals

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

The *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.

Part III (Applicant's Solar PV Installation Experience) requests data for installer's installation history for both residential systems and commercial systems in 2016, 2017, and 2018 and requests participant references for each. Individual installers/employees' qualifications are also requested, such as electrician license numbers, and NABCEP and/or UL certification numbers.

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

¹ Respondents that have a Business Privilege Tax Number should use that number, as it is automatically their Commercial Activity License Number, and need not apply for a new Commercial Activity License Number. Similarly, Respondents with a Business Privilege Tax Account Number should use that number as their Business Income and Receipts Tax Account Number.

² Commercial Activity Licenses are not typically required for non-profit organizations; however, Business Income and Receipts Tax Account Numbers typically are required.

Finalists will be required to submit a list of 10-20 past projects as references with customer contact information that may be randomly evaluated by a third party inspector for quality assurance.

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

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

- PV module rated wattage (STC), current \$/watt price to you, and country of origin
- Inverter model #, wattage (AC), current \$/watt price to you, and country of origin voltage
- Racking model #, type/description, and treatment for roof penetrations.

Part V (Applicant's Proposed Financing) should include information about financing solutions that you intend to offer Solarize Philly customers.

Part VI (Applicant's Proposed Pricing) requires proposed pricing and adders for all four system sizes. We recognize that dollars per watt does not always represent the best value to participants but is used here as a method of comparison between installers.

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

Part VIII (Capacity for Solar Installations) requires a description of capacity and ability to scale to manage participant volume from Solarize Philly.

Part IX (Signature)

Part X (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.

4. Public Disclosure and Confidential Information

All Responses, Exhibits, and other information submitted in response to this RFP are subject to the public disclosure requirements of applicable law, including the Pennsylvania Right to Know Law. To the extent permitted by applicable law, the Administrator will use its best efforts to keep from public access the specific information that is identified by the Proposer as confidential. If a Proposer claims an exception to public disclosure requirements and desires that PEA keep certain information from public disclosure, then the Proposal must include a notice in the Proposal as follows:

“Confidential Information Notice The information on pages _____ of this Proposal, identified by a bold vertical line along the right hand margin, contains information that is excluded from public disclosure under applicable law. Proposer requests that such marked information be utilized by the Administrator only for evaluation of this Proposal, but Proposer understands that the Administrator is bound by applicable law and that such information may be disclosed in accordance with such law. The legal basis for the claim for protection of the marked information from public disclosure is set forth as follows: [Proposer to provide basis]”.

Notwithstanding any such notice, however, PEA may disclose such marked information to individuals participating in the review or evaluation of Proposals, including members of the Selection Committee, other PEA employees, and advisors, attorneys, and consultants.

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 Selection Committee and may conduct random Quality Assurance Assessments of the proposers' installations to confirm quality of previous work.

Selection criteria may include:

- **Overall Quality:** Overall quality of proposal
- **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 commercial solar PV systems in the region and participant service track records; Installer's past performance and participation in a Solarize Philly program may be taken into account in the evaluation process
- **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 Loan, Lease, and PPA terms.
- **Quality of Installations:** Determined by on-site assessments of a random set of installations, selected from a pool of 10-20 past projects provided by the finalists
- **Quality of Customer Service and Consumer Protections:** Track record of providing timely, quality customer service; clear and transparent customer communication on sales materials; and consumer protections embedded in customer contracts
- **Implementation Capacity:** Ability to provide timely, quality customer service, site visits, design, and all turnkey installation services. Selected installers must be able to demonstrate sufficient staff capacity to carry out this program (e.g. number of dedicated salespeople and number of installation crews).
- **Adequate Financial Capacity:** Solarize Philly is intended to result in a significant number of installations to the selected installer. Selected installers must be able to demonstrate sufficient financial strength 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, as detailed in the Contract for Services Between Installer and the Philadelphia Energy Authority attached. The selected installers must have a valid General Contractor License and Electrical Contractor License in the City of Philadelphia.
- **Potential for Growth:** The applicants will be evaluated on their potential to have a lasting job creation impact, in line with the goals of the Philadelphia Energy Campaign.
- **Diverse Business and Local Hiring Plan.**

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 Contract for Services with each selected Installer. The Contract for Services is included here as Appendix B. By responding to this RFP, Applicant agrees to the terms of the Contract, except as specifically provided in Section 3.4.

Appendix A: Solarize Philly Installer Response Form

Solarize Philly Installer RFP Response Form

PART I. APPLICANT'S POINT OF CONTACT		
Name:	Title:	
Telephone: - -	Cell Phone: - -	Email:

PART II. APPLICANT INFORMATION			
Legal Name of Business:	FEIN:		
Year Business Established:	Commercial Activity License #:		
Philadelphia Contractor License #:	Philadelphia Electrical Contractor License #:		
Legal Structure (check one): <input type="checkbox"/> For-Profit Corporation <input type="checkbox"/> Non Profit Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other:			
Headquarters Address - Street:			
City:	County:	State:	Zip:
Warehouse Address - Street:			
City:	County:	State:	Zip:
Main Telephone: - -	Main Fax: - -	Website:	
Current Employees:			
# of Full-time Employees:	# of Part-time Employees:		
# of Employees with NAPCEP or UL certification:	# of Sales Representatives:		
# of Employees with PA Electrician license:	# of Install Crews:		
Demographic	Percent of Ownership	Percent of Total Full-time Employees	
Minority (non-white)			
Women			
Disabled			
Resident of Philadelphia			
Returning Citizens*			
*As defined in Code Section 19-2604(9): "Returning Citizen. A person previously convicted of a felony, or who was incarcerated for any conviction, or who is currently on probation or parole for any conviction."			

Management: List proprietor, partners, directors - 100% of ownership must be shown. Use a separate sheet if necessary.

Name	Position Title	Employer and Business Address	% Owned

Subsidiaries/Affiliates: List subsidiaries and affiliates. Use a separate sheet if necessary.

Business Name	Business Address	FEIN Number

Business Relationships:

Name and address of Business' Bank:

Explain the terms of any Letter of Credit or other financing you have to cover your operations prior to customer payment:

Name and address of entity providing bonding: / Coverage: / Policy #:

Name and address of Liability Insurer: / Coverage: / Policy #:

Name and Address of Worker's Compensation Insurer: / Coverage: / Policy #:

Is the Business or its management involved in any pending lawsuits, regulatory proceedings or other legal actions involving the business? No Yes

If yes, explain:

Have you or any officer of your company been involved in bankruptcy or insolvency proceedings? No Yes

If yes, explain:

PART III. APPLICANT'S SOLAR PV INSTALLATION EXPERIENCE

Residential Solar PV Installation History (total):

Number of PV systems installed in 2016:	Total capacity of systems installed in 2016:	kW _{DC}
Number of PV systems installed in 2017:	Total capacity of systems installed in 2017:	kW _{DC}
Number of PV systems installed in 2018:	Total capacity of systems installed in 2018:	kW _{DC}

Residential Solar PV Installation History (Philadelphia only):

Number of PV systems installed in 2016:	Total capacity of systems installed in 2016:	kW _{DC}
Number of PV systems installed in 2017:	Total capacity of systems installed in 2017:	kW _{DC}
Number of PV systems installed in 2018:	Total capacity of systems installed in 2018:	kW _{DC}

References: Residential Customers (required)

Please provide the contact information for three previous residential customers as references.

Finalists will be required to submit an additional list of 10-20 past projects as references with customer contact information that may be randomly evaluated by a third party inspector for quality assurance.

	Name	Address	Telephone	Email
1.			- -	
2.			- -	
3.			- -	

Commercial Solar PV Installation History (total):

Number of PV systems installed in 2016:	Total capacity of systems installed in 2016:	kW _{DC}
Number of PV systems installed in 2017:	Total capacity of systems installed in 2017:	kW _{DC}
Number of PV systems installed in 2018:	Total capacity of systems installed in 2018:	kW _{DC}

Commercial Solar PV Installation History (Philadelphia only):

Number of PV systems installed in 2016:	Total capacity of systems installed in 2016:	kW _{DC}
Number of PV systems installed in 2017:	Total capacity of systems installed in 2017:	kW _{DC}
Number of PV systems installed in 2018:	Total capacity of systems installed in 2018:	kW _{DC}

References: Commercial Customers (if applicable)

Please provide the contact information for three previous residential customers as references (if applicable).

	Name	Address	Telephone	Email
1.			- -	
2.			- -	
3.			- -	

PART IV. APPLICANT'S PROPOSED HARDWARE

Provide information about the hardware (modules, inverters, racking systems and other options) you intend to use. The spec sheets for this hardware are required as Exhibit B. List your "standard" hardware and your "premium" hardware. Please select one equipment option for each category of modules, inverters, and racking. This same list will be used in the Proposed Pricing section (Part VI below). In the "Comments" sections, please add any important information about when the specific hardware may or may not be appropriate.

Standard Residential PV Module

Module Manufacturer:	
Module Rated Wattage (STC):	
Current \$/watt price to you:	

Country of Origin:	
Comments. Please explain why you chose this option:	
Premium Residential PV Module	
Module Manufacturer:	
Module Rated Wattage (STC):	
Current \$/watt price to you:	
Country of Origin:	
Comments. Please explain why you chose this option:	
Are you certified to install any specific brand of modules (e.g. SunPower)?	
Please list and describe:	
Standard Residential Inverter	
Inverter Manufacturer:	
Inverter Model #:	
Inverter Wattage (AC):	
Current \$/watt price to you:	
Country of Origin:	
Comments. Please explain why you chose this option:	
Residential Flat Roof Racking System	
Racking Manufacturer:	
Racking Model #:	
Racking Type/Description:	
Treatment for Roof Penetrations:	
Comments. Please explain why you chose this option:	

Residential Pitched Roof Racking System	
Racking Manufacturer:	
Racking Model #:	
Racking Type/Description:	
Treatment for Roof Penetrations:	
Comments. Please explain why you chose this option:	

PART V. APPLICANT'S PROPOSED FINANCING FOR SOLARIZE PHILLY CUSTOMERS
Provide information about financing solutions that you intend to use. If not your own financing, please provide a reference and contact information for a representative at the financing company you partner with and intend to offer to Solarize Philly participants. Please provide three references of your customers who have used this financing before.
If you propose to work with multiple lenders, please provide the same information for the additional loans as an attachment.

A. Loan Terms						
	Product Name	Term Length (Years)	Interest Rate (%)	Required Down Payment (\$ or %)	Dealer/ Financing Fee (\$ or %)	# of your customers who have used this financing in the last 12 months
1.						
2.						
3.						
Representative at Financing Company						
Name	Address	Telephone	Email			
		- -				
References for Customers who have used this Financing						
	Name	Address	Telephone	Email		
1.			- -			
2.			- -			
3.			- -			

Comments:

B. PPA Terms

	Product Name	Price (\$/kWh)	Term Length (Years)	Escalator (%)	Required Down Payment (\$ or %)	Dealer/ Financing Fee (\$ or %)	# of your customers who have used this financing in the last 12 months
1.							
2.							
3.							

Representative at Financing Company

	Name	Address	Telephone	Email
1.			- -	

References for Customers who have used this Financing

	Name	Address	Telephone	Email
1.				
2.				
3.				

Comments:

C. Lease Terms

	Product Name	Price (\$/kWh or \$/month)	Term Length (Years)	Escalator (%)	Required Down Payment (\$ or %)	Dealer/ Financing Fee (\$ or %)	# of your customers who have used this financing in the last 12 months
1.							
2.							
3.							

Representative at Financing Company

	Name	Address	Telephone	Email
1.			- -	

References for Customers who have used this Financing

	Name	Address	Telephone	Email
1.			- -	
2.			- -	
3.			- -	

Comments:

PART VI. APPLICANT’S PROPOSED PRICING FOR SOLARIZE PHILLY CUSTOMERS

Please propose a breakdown of system installation sizes (kW range) and pricing (\$/watt) for residential solar projects. If you would propose a different breakdown than prescribed here, please provide an attached document with your proposal in a similar format and a brief explanation for your departure from the tiers provided.

Residential Projects	
1-3 kW _{DC}	\$ / watt _{DC}
>3-6 kW _{DC}	\$ / watt _{DC}
>6-10 kW _{DC}	\$ / watt _{DC}
>10 kW _{DC}	\$ / watt _{DC}

A. Proposed System Adders

Please propose a schedule of standard additional costs (adders) that may be incurred for project complexities. We understand that adders may vary project by project. You can show adders either as a dollar amount or a cost per watt, as appropriate. You will be expected to provide explanation for adders priced out of line with these proposed standards.

Adder Description	Cost

Comments:

B. Proposed Referral Incentives
Describe any existing referral incentives your company offers.
Propose referral incentives that you would offer to Solarize Philly participants, these could include discounts based on the total number of contracts, referral fees, or otherwise.

PART VII. ADDITIONAL PROGRAM INPUT
Provide information on any other requirements you have about system installations.
1. Are there any roof types that you will not work with?
2. What associated electrical work are you willing to do for a customer?
3. If you notice significant opportunities to improve your customer’s energy efficiency, what do you do?
4. Describe the workmanship warranty agreement (if any) that will be offered to customers and the provisions to address scheduled and corrective maintenance, system monitoring and communications protocols, as well as associated customer costs for each (this may also be included as an attachment):
5. Elaborate on your current lead generation and customer intake processes:
6. Elaborate on your current process for performing site assessments, system designs, and customer proposals:
7. Elaborate on your current sales process:
8. Name of the customer relationships management software that you use:
9. Describe ways in which a joint marketing strategy between your company and Solarize Philly can expand the number of residential solar PV projects within the City. Include ideas about leveraging community outreach to generate strong leads. Identify any potential community partners that might assist in deploying or enhancing the marketing strategy. If applicable, cite specific examples of marketing services that will be provided, items or marketing materials that you will offer (lawn signs, flyers, direct mail, videos featuring Solarize customers, etc.), or funding/resources that will be allocated to complement and support Solarize Philly’s efforts or to produce these marketing materials:

10. Describe your company policies and procedures for ensuring safety for the workers on site and for the customers who are present at the worksite:
11. Additional comments on how your company proposes to engage with the Solarize Philly recruitment and intake process:

PART VIII. CAPACITY FOR SOLAR INSTALLATIONS

1. Describe your ability to handle a large number of leads and projects over a short timeframe:
2. Number of site assessments capable of completing per week:
3. Number of sales visits capable of completing per week:
4. Average number of days from contract signing to Permission to Operate (PTO):
5. Installation Capacity: Number of Systems Installed per month: kW_{DC} Installed per month: a. Is installation capacity figure above based on current staff or does it assume new hires: <input type="checkbox"/> Current <input type="checkbox"/> New b. If New Hires, how many New Hires are assumed:
6. Describe a contingency plan if Solarize Philly workload exceeds your expectations and staff capacity:
7. Maximum Total Desired Workload for Solarize Philly over next 18 months: # of Systems: kW_{DC}:
8. Minimum system size you are willing to install: kW_{DC}
9. Maximum System Size you are willing to install: kW_{DC}

PART IX. SIGNATURE

The undersigned hereby certifies:

1. That he or she has the legal authority to sign this application on behalf of the Applicant.
2. That the Applicant is duly organized and in good standing under the laws of the jurisdiction in which it is organized.
3. That all tax returns required to be filed in any jurisdiction have been duly filed, and all taxes due in respect of the Applicant have been duly paid (except as provided under Section 3.5).
4. That the information contained in this Application and the attached Exhibits is complete, true and correct.
5. That the financial statements that accompany this Application as an Exhibit fairly present the financial condition of the Applicant when written. Since the date of the most recent financial statements, there has been no material adverse change in the Applicant's financial condition.
6. That the Applicant agrees to notify the Philadelphia Energy Authority promptly of any material changes to the Application and the attached Exhibits.
7. That the Applicant hereby authorizes the Philadelphia Energy Authority to make all inquiries it deems necessary to verify the accuracy of the Application and the attached Exhibits. The Applicant authorizes any individual, including the Applicant's attorney and accountant, or any credit reporting agency, or any other entity, to furnish the Philadelphia Energy Authority with any information it possesses with respect to the Applicant, the Application and the attached Exhibits.
8. That the price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Applicant or any of its agents, representatives, owners, employees, or parties in interest.
9. The Applicant understands and acknowledges that, until a final selection is made under the RFP, PEA may enter into discussions with the Applicant to negotiate the terms of its proposal in an effort to reach the most favorable arrangement for Solarize Philly's participants. Moreover, PEA reserves the right to (i) reject any or all proposals; (ii) waive defects or irregularities in any proposal; (iii) discontinue discussions at any time and for any reason; (iv) correct inaccurate awards; (v) change the timing or sequence of activities related to the Solarize Philly program; (vi) modify, suspend or cancel the Solarize Philly program; and (vii) condition, modify or otherwise limit the mandate awarded pursuant to the RFP.
10. By submitting this proposal, the Applicant represents and warrants that, if it is selected under this RFP, it will comply with the terms of the RFP and will perform all of the duties and obligations of a selected installer in the Solarize Philly program.

Applicant / Company:

By: _____

Name:

Title:

Date:

PART X. EXHIBITS THAT MUST ACCOMPANY THIS APPLICATION

For an Application to be accepted as complete, it must be accompanied by all of the following Exhibits:

Exhibit A:	Copies of Philadelphia Contractor and Electrical Contractor Licenses, NABCEP certifications (or certification numbers) and UL certifications (or certification numbers) listed in Part II.
Exhibit B:	Spec sheets for all hardware listed in Part IV.
Exhibit C:	Installer’s audited financial reports for the three most recent fiscal years. If audited statements are not available, include the business federal tax returns for the three most recent years.
Exhibit D:	Current certificate of insurance (COI)
Exhibit E:	Applicant’s Diverse Business and Local Hiring Plan. Though not required, Applicant is invited to explain your strategy for creating a robust diverse local solar workforce, which could include the Applicant’s ability to commit to actions such as but not limited to the following: <ul style="list-style-type: none">a. Recruit applicants for new positions who reside in the City of Philadelphia, who identify as minority, women, disabled, returning citizens, veterans, and/or who have completed Philadelphia-based solar training programs.b. Support Philadelphia-based solar training programs, by, for example, advising for curriculum development, hosting trainees as interns, and providing guest speakers for classes and field trips. Please describe any previous experience considering applicants from workforce development initiatives.
Exhibit F:	A redacted version of a proposal and contract you presented to a recent customers with no visible customer information.
Exhibit G:	A redacted version of a Power Purchase Agreement you presented to a recent residential customer (if you offer a PPA, either through your company or a partner).
Exhibit H:	A redacted version of a Lease Agreement you presented to a recent residential customer (if you offer a Lease, either through your company or a partner).
Exhibit I:	A redacted version of a Loan Agreement you presented to a recent residential customer (if you offer a Loan, either through your company or a partner).
Exhibit J:	Requested Exceptions to Contract Terms and Conditions

Filing Deadline: The completed *Solarize Philly Installer Response Form* and the Exhibits must be delivered to the Philadelphia Energy Authority no later than **3:00 p.m. on Monday, March 25, 2019.**

Submit your completed *Response Form* and the required Exhibits by email to solarize@philaenergy.org

Appendix B: Contract for Services Between Installer and the Philadelphia Energy Authority

CONTRACT FOR SERVICES

BETWEEN

[...]

AND THE

PHILADELPHIA ENERGY AUTHORITY

This Program Agreement dated (the **Agreement**) between [INSTALLER], a [TYPE OF ENTITY AND JURISDICTION] (the **Installer**) and the Philadelphia Energy Authority, a Pennsylvania Municipal Authority (the **Authority**) is entered into and effective as of _____ (the **Effective Date**).

BACKGROUND

- A. Continued emission of greenhouse gases threatens to result in dangerous human interference with the climate system and climate change poses a significant threat to the life and security of Philadelphians.
- B. The Paris Agreement's central aim is to strengthen the global response to the threat of climate change by keeping a global temperature rise this century well below 2 degrees Celsius above pre-industrial levels and to pursue efforts to limit the temperature increase even further to 1.5 degrees Celsius.
- C. On the day of President Trump's withdrawal of the United States from the Paris Agreement, Philadelphia's Mayor Jim Kenney made a commitment on June 1, 2017 to carry out the goals established in that agreement, issuing the following statement: "President Trump's decision to withdraw from the Paris climate agreement goes against the interests of Philadelphians. My administration is now committed to upholding at the local level the very same commitment made by the United States in the Paris climate agreement — to reduce carbon emissions between 26 and 28 percent by 2025."
- D. On June 21, 2017, Mayor Kenney pledged to transition the city to 100% renewable energy. Sourcing electricity from solar photovoltaics reduces carbon emissions and can play a key role in Philadelphia's carbon reduction and renewable energy strategy.
- E. Philadelphia is the poorest big city in the United States of America, and job creation can play a key role in the city's economic development. Residential solar installation employs more local workers per dollar of expenditure than traditional electricity, natural gas, coal and oil industries. The number of clean energy jobs already in Pennsylvania outpaces the number of fossil fuel jobs.
- F. In 2016, the Philadelphia Energy Authority (PEA) launched the Philadelphia Energy Campaign, a \$1 billion, 10-year investment in clean energy and energy efficiency projects for City buildings, schools, low- and moderate-income housing, and small businesses. PEA seeks

systemic solutions to our City’s energy challenges and prioritizes projects that will result in local job creation, and residential solar installation creates local jobs at a higher rate than any other energy investment.

- G. By reducing the consumption of fossil fuels through energy efficiency and clean energy, the Campaign will reduce carbon emissions and other environmental pollutants, which will have both immediate and long-term impacts on public health and the environment in Philadelphia. Residential solar installation results in significant electric bill savings for households. However, PEA recognizes that several barriers have discouraged solar installation in the city, including high prices, lack of consumer confidence, lack of incentives, the high rate of interconnection denials, and a challenging electrical permit application process.
- H. PEA is a municipal authority and political subdivision of the Commonwealth of Pennsylvania, formed by the City of Philadelphia under the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601 *et. seq.* (“the Act”) for the purposes described in the Charter and included below:

The Authority’s purposes and responsibilities shall be limited to actions for and concerning (i) the development, facilitation and/or financing of energy storage and/or generation projects, (ii) the development, facilitation and/or financing of energy efficiency projects, and (iii) the purchase or facilitation of energy supply and energy services on behalf of the City of Philadelphia, government agencies, institutions and businesses, as well as the education of consumers regarding choices available in the marketplace, and (iv) the promotion of a vital clean energy sector of the Philadelphia economy and increased employment in the sector by undertaking efforts to strengthen the markets for energy efficiency and energy storage and generation projects. The Authority shall have and may exercise all of the powers set forth in the Act that are necessary or convenient for carrying out its purposes and responsibilities.

- I. Under this authority PEA established a successful program, **Solarize Philly**, to expand and support the solar energy industry in Philadelphia by facilitating residential solar development. Solarize Philly has reduced the barriers to residential solar installations and recognized savings through collective procurement of equipment to be installed in solar systems. PEA prequalified a number of solar installers (**Installers**) to participate in that program. **NOW THEREFORE**, PEA and Installer enter into the following agreement as part of the Philadelphia Energy Authority’s Solarize Philly initiative, a citywide program to help all Philadelphians go solar at home.

1. DEFINITIONS

Capitalized terms used in this Agreement have the meanings set forth below unless the context clearly indicates otherwise.

- a. **Agreement** – means this Agreement between Installer and the Philadelphia Energy Authority.
- b. **City** – means the City of Philadelphia.
- c. **Customer** – means a lead that has been assigned to Installer by PEA.
- d. **Customer Contract** – means the signed agreement for purchase of a solar PV system between a Customer and the Installer.
- e. **Customer Manual** – means a manual provided by an Installer to a Customer outlining how a Customer’s solar PV system works, an explanation of how the Customer can monitor the solar PV system’s output, how to identify issues, and the process to address any issues as they arise.
- f. **CRM** – means the Customer relationship management software endorsed by PEA for tracking Solarize Philly Customers
- g. **Enrollment Period** – means the time period during which a Customer may sign a Contract through Solarize Philly.
- h. **Installer** – means the solar PV installation company signed on this Agreement.
- i. **Installer Check-In Meeting** – means the weekly meeting between PEA and all pre-approved Solarize Philly Installers to review program administration, questions, and procedures.
- j. **Lead** – means a resident of Philadelphia who has expressed interest to install a solar PV system as part of Solarize Philly.
- k. **Party** – means either PEA or Installer.
- l. **PEA** – means the Philadelphia Energy Authority.
- m. **Program Fee** – means the fee paid by the Installer to PEA at the end of a Solarize Philly enrollment period for participation in Solarize Philly. Program Fees are calculated on a \$/watt per-Project basis.
- n. **Program Fee Report** – means the report compiled by PEA at the end of a Solarize Philly enrollment period listing all of an Installer’s Solarize Philly Projects and calculating the total Program Fees owed to PEA.
- o. **Project** – means a Customer’s solar PV system designed by Installer.
- p. **Proposal** – means a solar PV design and cost estimate generated by Installer for Customer based on available roof space and electrical consumption. Proposal should maximize expected customer bill savings.

- q. **Quality Assurance Assessment** – means an on-site assessment of Installer’s solar PV projects by a third-party inspector to assess Installer’s installation best practices.
- r. **Remote Site Assessment** – means an initial review of project viability using satellite imagery used to determine if solar is a good fit for the Customer.
- s. **Site Visit** – means a meeting between the Customer and a salesperson from the Installer to discuss a Proposal or to evaluate the Customer home’s ability to support solar.
- t. **Solarize Philly Manual** – means a document with program details which may change between enrollment periods.
- u. **Work** – means the responsibilities of the Installer set forth in this Agreement.

2. PURPOSE

The purpose of this Agreement is to establish terms which Installer will observe as a participant in the Solarize Philly campaign of the Philadelphia Energy Authority.

3. TERMS AND KEY DATES

- a. This Agreement is in effect from _____ through December 31, 2019.
- b. PEA shall have the continuing option to renew this Agreement for additional, consecutive one-year periods, for up to three years.
- c. Contracts between the Installers and their Solarize Philly Customers must be signed by the end of each Enrollment Period, as defined in the Solarize Philly Manual. Installers must commit to completing installations within 120 days of the date which the Customer signed the Contract, with the exception of delays prompted by any act or circumstance beyond Installer’s reasonable control, such as utility upgrades required by PECO as part of system interconnection, or for other good cause approved by PEA.
- d. Installers must commit to ensuring that Solarize Philly participants are in compliance with all criteria necessary for successfully claiming the 30% investment tax credit before December 31, 2019 under [IRS Notice 2018-59](#), either by establishing the beginning of construction by starting physical work of a significant nature (Physical Work Test) or establishing the beginning of construction by meeting a safe harbor based on having paid or incurred five percent or more of the total cost of the energy property (Five Percent Safe Harbor).
- e. Installer will owe program fees to PEA for any customers referred to Installer through Solarize Philly, even if they sign a Contract after the close of the Enrollment Period.

4. CUSTOMER PROTECTIONS

- a. **Approved Solar Equipment.** To ensure quality for customers, PEA must approve the modules, inverters, and optimizers, used for solar PV systems installed for Solarize Philly. Pre-approved

equipment is specified in the Solarize Philly Manual.

b. Installation and Hardware Warranties.

- i. Installer will provide a workmanship warranty for the solar PV installation for a period of five (5) years from its installation. Installer will be responsible for the cost of all parts and labor, as well as the cost of removing, shipping and reinstalling defective or replacement components in connection with the installation of the solar PV system during the warranty period. Installer must monitor the performance of the solar PV system for the extent of the warranty and address issues promptly as covered by the installation warranty.
- ii. The solar PV system and related equipment carries certain warranties from the manufacturer(s) thereof, which may vary depending on the type of equipment and the manufacturer. The solar modules shall have a product warranty of at least ten (10) years and a performance guarantee of at least twenty-five (25) years. The inverters shall have a warranty of at least twelve (12) years.

c. Privacy.

- i. Any Customer contact information supplied to Installer as part of Solarize Philly may be used only for Solarize Philly and not for any other purposes. Installer shall not share Customer contact information with any third party.
- ii. PEA intends to protect the confidentiality of all materials provided by the Installer to PEA to the fullest extent of the law and will not voluntarily share these materials, except in aggregate format.

d. Customer Proposal. Installer will use standardized cover sheets for each Proposal, as provided by PEA.

e. Customer Contract. Installer must include the following items in their Customer Contract.

- i. Right of Rescission allowing the Customer to cancel the Contract without penalty within three (3) business days.
- ii. Registration Verification allowing the Customer to verify the registration of the Installer.
- iii. Insurance Coverage, in line with the coverage requirements of this Agreement.
- iv. Description of warranties, in line with the warranty requirements of this Agreement.
- v. The following waiver of liability printed in all caps to ensure that it is prominent and conspicuous in the Customer Contract: "WAIVER OF LIABILITY—THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PHILADELPHIA ENERGY AUTHORITY, ITS OFFICERS, EMPLOYEES, AND VOLUNTEERS WORKING ON BEHALF OF SOLARIZE PHILLY ARE NOT PARTIES TO THIS CONTRACT AND WILL NOT BE LIABLE IN ANY CIRCUMSTANCES FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH INSTALLER'S PERFORMANCE OF THIS CONTRACT OR THE EQUIPMENT INSTALLED PURSUANT TO THIS CONTRACT. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ALL CLAIMS, DEMANDS, SUITS,

AND LIABILITY THAT MAY BE ASSERTED AGAINST THE PHILADELPHIA ENERGY AUTHORITY, ITS OFFICERS, EMPLOYEES, AND VOLUNTEERS WORKING ON BEHALF OF SOLARIZE PHILLY TO THE EXTENT SUCH CLAIMS, DEMANDS, SUITS, AND LIABILITY ARISE OUT OF OR IN CONNECTION WITH INSTALLER'S PERFORMANCE OF THIS CONTRACT OR THE EQUIPMENT INSTALLED PURSUANT TO THIS CONTRACT.

- f. Customer Manual.** Installer must provide the Customer with a Project manual for each Project installed outlining how the system works, an explanation of how the Customer can monitor the solar PV system's output, how to identify issues, and the process to address any issues as they arise.
- g. Quality Assurance Assessments (QAA).** Installer must cooperate with all PEA-authorized random quality assurance assessments, and provide all requested documentation to the auditors, including but not limited to Project system details (e.g. total PV capacity, PV module and inverter details, manufacturing model number, and specification sheets, shading analysis, estimated solar generation, and wiring diagrams). Installer will correct any errors revealed through this testing.
- h. Customer Satisfaction.** PEA will conduct Customer satisfaction surveys with all Customers at the completion of the installation. If the results of these surveys show significant and/or repeated dissatisfaction with Installer, this Agreement may be terminated. The Installer will provide a high level of customer service and perform program services at all times in an ethical, professional, and courteous manner. Customer complaints regarding undue sales pressure, delays in or insufficient communication, or unprofessional behavior by the Installer will be grounds for termination under this Agreement.

5. JOB POSTING AND REPORTING

- a.** Installer must share all job postings with PEA, in the format described in the Solarize Philly Manual, so that PEA can help identify diverse candidates from the City of Philadelphia.
- b.** Installer shall inquire with PEA when hiring for entry level positions in order to consider applicants from Philadelphia-based solar training programs.
- c.** Installer shall provide to PEA a quarterly Jobs Report, as described in the Solarize Philly Manual, outlining the percentage of Installer's current workforce that can be classified as residents of the City of Philadelphia, minority, woman, disabled, returning citizens, veterans, and/or who have completed Philadelphia-based solar training programs, including specific metrics for new hires. These reports should be submitted to PEA.
- d.** PEA intends to protect the confidentiality of all materials provided by the Installer in the Jobs Report to the fullest extent of the law and will not voluntarily share these materials, except in aggregate form or as required by this Agreement.

6. PHILADELPHIA ENERGY AUTHORITY RESPONSIBILITIES

a. Marketing.

- i. PEA 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.
- ii. PEA 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/or other media outlets. PEA will liaise with City Council and other City departments and agencies to spread the word about Solarize Philly. Installer will be invited to attend selected outreach events.
- iii. PEA will provide Installer with Solarize Philly logos, marketing language, link to the Solarize Philly website, and other supporting documents.

b. Lead Intake.

- i. PEA will collect available information from Lead sign-ups and provide it to the Installer, including electricity usage information as available. PEA will attempt to confirm Lead's interest during a brief phone conversation before assigning a Lead to the Installer.

c. Customer Relationship Management (CRM) Database.

- i. PEA will refer Solarize Philly Leads to Installers through a CRM. PEA will give each installer at least one license to access the CRM.
- ii. PEA will assign Leads based on the Installer's performance in alignment with Solarize Philly goals and requirements.
- iii. PEA reserves to right to reassign any Installer's Lead to another Installer, based on Lead or Customer request or Installer performance.
- iv. PEA acknowledges that Installer has requested confidential treatment for all data and documents uploaded to the CRM, including without limitation all data and documents constituting (i) trade secrets of the installer, (ii) personal identifying information of any Customer, (iii) building plans and infrastructure records, such as electrical system plans, (iv) appraisals, engineering and feasibility estimates relating to construction, or (v) proposals prior to award of a contract. PEA intends to protect the confidentiality of all data and documents uploaded by Installer to the CRM to the fullest extent of the law and will not voluntarily share this material with other installers or third parties, except in aggregate form or as required by this Agreement.

d. Permitting and Interconnection.

- i. PEA will provide support to Installer to attempt to resolve permitting and interconnection issues, as they arise.

7. INSTALLER RESPONSIBILITIES

a. Installer Marketing.

- i. Installer's website must provide a link to the Solarize Philly website (www.solarizephilly.org).
- ii. Installer may only use PEA's name and logos on marketing or advertising materials with prior approval from PEA. PEA will turn around these approvals within 2 business days.
- iii. The Installer agrees not to falsely disparage the other participating Solarize Philly installers in any marketing for Solarize Philly.
- iv. The Installer will be expected to participate in outreach efforts and recruitment workshops. These workshops will educate homeowners about solar and encourage them to sign up for the program.

b. Communication with PEA.

- i. Installer must respond to inquiries from PEA within 3 business days.
- ii. Installer must have a representative present at all Solarize Philly installer check-in meetings.
- iii. Installer must track key data about each Customer and solar PV project in the CRM, as described in the Solarize Philly Manual. Installer must keep the CRM up-to-date with any Customer communications and Project status changes. Status updates must be made within 1 business day following any new sales, contracting, or installation activity related to that Customer. For Customers that do not receive a commissioned installation, Installer will track the loss reason on the CRM.
- iv. The Installer must upload to the CRM updated copies of Customer Proposals and signed Customer Contracts within three business days to verify program compliance.

c. Remote Site Assessment & Proposal.

- i. Installers will contact new Customers within 3 business days of being assigned those Customers on the CRM by both phone and email. If the initial contact attempt is unsuccessful, Installer must attempt to follow-up at least twice before marking the Customer as lost in the CRM.
- ii. Installer will provide a free Remote Site Assessment to determine if solar is viable for all Customers that are assigned to Installer on the CRM. Installer must follow up with all Customers that are assigned to Installer on the CRM even if, after evaluation, their site is deemed to be not viable for solar. Installer should provide adequate explanation to non-viable Customers as to why their home is not an appropriate site for solar.
- iii. If the Remote Site Assessment reveals that the site can support a solar PV installation of 3 kilowatts or greater, Installer will provide a Proposal to the Customer at no cost. 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 as depicted in the Customer Proposal. The proposed system design should maximize expected Customer bill savings. The Installer shall bear all costs associated with the preparation of its Proposal, any related investigative or due diligence activities and any resulting discussions or negotiations

- iv. Installer will present this Customer Proposal and quote within 15 business days of the initial Customer assignment. Installer must detail why a specific Project requires a cost adder and specify the amount of each adder in the Customer Proposal and in the CRM.
- v. Installer must receive PEA's approval on their proposal to ensure uniformity and clarity across program vendors. Installers must provide a Proposal with the direct purchase price for solar PV systems along with any financing options proposed. Selected vendors must include the Solarize Philly cover page with every proposal presented to a Solarize Philly Customer. The Installer will be expected to help prospective direct-ownership customers understand their financing options and may offer financing directly or in partnership with a third party.
- vi. 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). All such assumptions shall be established by PEA in the Solarize Philly Manual in collaboration with selected Installers.

d. Installation.

- i. When a Customer executes a Contract with the Installer, Installer will be responsible for providing each Customer with a turnkey service, which includes installing a system with module-level monitoring and rapid shutdown technology, securing all local permits, providing approved interconnection with the utility, completing and commissioning the Project, and achieving the Placed in Service Date for the Project. Installers must commit to commissioning all Solarize Philly installations within 120 days of the date the Customer signed the Contract, with the exception of delays prompted by any act or circumstance beyond Installer's reasonable control, such as utility upgrades required by PECO as part of system interconnection, or for other good cause approved by PEA.

e. Customer Management and Education.

- i. The Installer will respond to Customer requests for information within three business days. Failure to respond in the timeframe required may be grounds for re-allocation of Solarize Philly Customers or termination of this Agreement.
- ii. After the Project is in operation and before final payment, Installer shall provide a walkthrough of the system for the Customer and provide a Customer Manual, L&I permit application documents, PECO interconnection application documents, hardware warranties and any other appropriate documents.

f. Monitoring, Reporting, and Maintenance.

- i. Installer must share online access to production monitoring of the solar PV system with the Customer.

- ii. Installer must service the system promptly in line with the warranties described above.
- iii. Installer must provide cumulative production reports for all systems installed as part of Solarize Philly, as requested by PEA.

g. Standard of Care.

The Installer shall install each Project in accordance with the Standard of Care. As used herein “**Standard of Care**” means performance of the Work in compliance with all of the following standards:

- i. specific standards, methods and requirements set forth in this Agreement;
- ii. all laws and legal requirements, including all building and electrical codes, applicable to the installation of a Project;
- iii. the requirements of all manufacturer’s warranties;
- iv. the application of professional engineering judgment; and
- v. good industry practice.

If a discrepancy arises between any of these standards, the most stringent standard will apply.

8. PROGRAM FEE

- a. A key element of Solarize Philly is that the Installers will collect a program fee on systems sold to Solarize Philly Customers. PEA will use this program fee to expand solar job training programs for Philadelphia residents and to develop a payment option available to low- and moderate-income households and nonprofits.
- b. The fees will be set in the Solarize Philly Manual, which may be updated periodically. The Installer will transfer the Program Fee owed to the Philadelphia Energy Authority for each installation once Installer has received full payment from that Solarize Philly Customer or in batches as appropriate and mutually agreed upon in writing with PEA.
- c. Within 15 days after the close of each enrollment period, PEA will send a report of Program Fees owed by the Installer. This Program Fee Report will specify the total amount the Installer is expected to transfer, based on the total number of watts specified in the signed Contracts and the CRM.
- d. Interest on the program fee shall start to accrue thirty (30) days from the due date of the Program Fee at 1.5% per month (18% per annum) or at the maximum legal rate permitted by law. If legal proceedings are required to collect an unpaid balance, all costs including actual attorney fees shall be added to the unpaid balance.

9. REPRESENTATIONS AND WARRANTIES. Installer represents and warrants to PEA that:

- a. If Installer is an entity, Installer is duly organized, validly existing, and in good standing under the laws of the State it is incorporated, and is duly qualified and authorized to do business and is in

good standing in all States where it is required to be qualified and authorized.

- b.** Installer has the legal power and authority to:
 - i. Transact the business in which Installer is engaged and presently proposes to engage; and
 - ii. Execute, deliver, and perform this Agreement.
- c.** Installer has taken all necessary action to authorize the execution, delivery, and performance of this Agreement.
- d.** Installer has duly executed and delivered this Agreement.
- e.** The execution, delivery, and performance of this Agreement do not:
 - i. Contravene any applicable provision of any law, statute, rule, or regulation, or any order, writ, injunction, or decree of any court or governmental entity,
 - ii. Conflict with or result in any breach of any agreement to which Installer is a party, or
 - iii. Violate any provision of any organizational documents of Installer.
- f.** No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery, and performance by Installer of this Agreement, other than those that have already been obtained.
- g.** When executed and delivered, this Agreement shall constitute the legal, valid, and binding obligation of Installer, enforceable in accordance with its terms, except to the extent that the enforceability may be limited by equitable principles and by bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally.
- h.** The person who signs this Agreement on behalf of Installer:
 - i. is duly authorized to execute this Agreement,
 - ii. has authority and knowledge regarding Installer's payment of taxes, and
 - iii. to the best of the person's knowledge, Installer is not in violation of any Pennsylvania or City of Philadelphia tax laws.
- i.** Installer is not subject to backup withholding because Installer is exempt from backup withholding, Installer has not been notified by the Internal Revenue Service (IRS) that Installer is subject to backup withholding, or the IRS has notified Installer that Installer is no longer subject to backup withholding.

10. TERMINATION

a. For Convenience.

- i. **Mutual Consent.** PEA and Installer may terminate this Agreement at any time by mutual written consent.
- ii. **PEA.** PEA may, at its sole discretion, terminate this Agreement in whole or in part, upon thirty days' written notice to Installer.

b. For Cause by PEA.

PEA may terminate this Agreement, in whole or in part, immediately upon notice to Installer, or at a later date as PEA may establish in its notice to Installer, upon occurrence of any of the following events:

- i. Federal or state laws, regulations, or guidelines are modified or interpreted in a way that the Work under this Agreement is prohibited, or PEA is prohibited from carrying out Solarize Philly.
- ii. Installer no longer holds a license or certificate that is required to perform the Work.
- iii. Installer materially breached a covenant, as defined in Section 10(b)(xi).
- iv. Any representation or warranty made by Installer in Section 5 is false or misleading in any material respect when made or when deemed made or repeated.
- v. The insolvency, liquidation, or bankruptcy of Installer.
- vi. Customers report significant and/or repeated dissatisfaction with Installer.
- vii. Installer used undue sales pressure on a Customer of Solarize Philly.
- viii. Installer failed to respond to requests for information from PEA or from a Customer of Solarize Philly within three business days.
- ix. Installer assigns, sells, subcontracts, disposes, or transfers rights or delegates duties under this Agreement either in whole or in part, without PEA's prior written consent.
- x. This Agreement is assigned or transferred by operation of law, change of control, or merger without PEA's prior written consent.
- xi. As used in Section 10(b)(iii), "materially breached a covenant" means a:
 1. failure to perform the Work under this Agreement within the time specified in this Agreement or within the timeframe of any extension agreed to by PEA;
 2. failure to provide or maintain in full force and effect any required insurance;
 3. failure to comply with any provisions of the Solarize Philly Manual if that failure is not cured within seven days after receipt of written notice from PEA;
 4. failure to perform any other material covenant or obligation set forth in this Agreement if that failure is not cured within seven days after receipt of written notice from PEA.

c. For cause by Installer. Installer may terminate the Agreement, in whole or in part, immediately upon notice to PEA, or at a later date as Installer may establish in its notice to PEA, upon occurrence of any of the following events:

- i. Federal or state laws, regulations, or guidelines are modified or interpreted in a way that the Work under the Agreement is prohibited.
- ii. The insolvency, liquidation, or bankruptcy of PEA or Installer.
- iii. PEA fails to perform any other material covenant or obligation set forth in this Agreement if that failure is not cured within thirty (30) days after receipt of written notice from Installer.

d. Remedies.

- i. In the event of termination pursuant to Section 10(b), PEA shall have any remedy available to it in law or equity. If it is determined for any reason that Installer is not in default under Section 10(b), then the rights and obligations of PEA and Installer shall be the same as if this Agreement were terminated pursuant to Section 10(a)(ii) of this Agreement.

e. Post-termination Procedures. Upon expiration or earlier termination of this Agreement for any reason, all rights and obligations of the Installer shall cease, except as follows:

- i. Installer's liability for any charges, payments or expenses due to PEA that accrued prior to the termination date shall be immediately due and payable on the termination date;
- ii. Installer shall have no further right to solicit the Customers assigned to Installer by PEA. For a period of one (1) year following the termination of this Agreement, Installer shall not, directly or indirectly: (1) disclose to any person, firm or corporation the names or addresses of any of the Customers or any other information pertaining to them; and (2) call on, solicit, take away, or attempt to call on, solicit, or take away any Customer provided by PEA. Installer hereby acknowledges (1) that PEA will suffer irreparable harm if Installer breaches its obligations under this provision; and (2) that monetary damages will be inadequate to compensate PEA for such a breach. Therefore, if Installer breaches this provision, then PEA shall be entitled to injunctive relief, in addition to any other remedies at law or equity.
- iii. Notwithstanding the foregoing, with respect to Customers with whom Installer had entered into a signed Contract, Installer shall comply with all terms of this Agreement applicable to outstanding contracts, such as reporting requirements.
- iv. Installer agrees that promptly after the termination date hereof, Installer shall deliver to PEA, at Installer's expense, all originals and copies if any of the proprietary materials and any confidential information of PEA in the possession, custody or under the control of Installer; and
- v. Installer shall certify in writing to PEA within thirty (30) days following termination that it has complied with the terms of this Section.

11. NOTICE

- a. Requirement of a Written Notice; Permitted Methods of Delivery.** Unless expressly provided in this Agreement, each Party giving or making any notice, request, demand, or other communication (“Notice”) under this Agreement shall:
- i. Give the notice in writing sent by certified mail with return receipt; and
 - ii. Use one of the following methods of delivery, each of which for purposes of this Agreement is a written notice:
 1. Personal delivery,
 2. Mail, or
 3. Email
- b. Addressees and Addresses.** Each Party giving Notice shall address the Notice to the appropriate person of the receiving Party (“Addressee”) at the address listed below, or to another Addressee or at another address designated by PEA or Installer in a Notice pursuant to this section.

For Installer

Mail addressed to:

[...]

For PEA

Mail addressed to:

Philadelphia Energy Authority

Attn: Emily Schapira

1400 John F. Kennedy

City Hall Room 566

Philadelphia, PA

19107

Or

Email addressed to:

Emily Schapira

solarize@philaenergy.org

12. ASSIGNMENT AND DELEGATION

- a. Except as provided in subsection (c) of this section, Installer shall not assign, sell, subcontract, dispose of or transfer rights or delegate its duties under this Agreement, either in whole or in part, without PEA's prior written consent.
- b. The rights under this Agreement may not be assigned or transferred by operation of law, change of control, or merger without PEA's prior written consent.
- c. In no instance shall PEA's consent to an assignment of rights or delegation of duties relieve Installer of any obligations under this Agreement. Any assignee, transferee, or Subcontractor shall be considered the agent of Installer and bound by all provisions of this Agreement. Installer, and its surety, if any, shall be liable to PEA for complete performance of this Agreement as if no such assignment, sale, subcontracting, disposal, transfer, or delegation had occurred, unless PEA otherwise agrees in writing. The provisions of this Agreement shall be binding upon and shall inure to the benefit of PEA and Installer and their respective successors and assigns, if any.

13. FORCE MAJEURE

- a. **Force Majeure Event.** Neither Party shall be held responsible for delay or default caused by war, insurrection, acts of terrorism, strikes, lockouts, labor disputes, riots, terrorist acts or other acts of political sabotage, volcanoes, floods, earthquakes, fires, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, a change in law or regulation, unusually severe weather, utility upgrades required by PECO as part of system interconnection, or any other act or circumstance beyond PEA or Installer's reasonable control and without fault or negligence of the Party (**Force Majeure Event**).
- b. **Reasonable Efforts to Remove or Eliminate Force Majeure Event.** PEA or Installer affected by the Force Majeure Event shall make all reasonable efforts to remove or eliminate the cause of the Force Majeure Event and shall diligently pursue performance of its obligations under this Agreement after the Force Majeure Event ceases.
- c. **Written Notice; Effect of Delay.** If there is a delay as a result of a Force Majeure Event, the Party delayed shall give written notice of the delay and the reason of the delay to the non-delayed Party within thirty days after the Party delayed learns of the Force Majeure Event. The Party delayed may request an extension of time up to the length of time of the delay due to a Force Majeure Event. Installer shall not be entitled to additional compensation for delays that occur under this subsection.

14. GOVERNING LAW

- a. This Agreement shall be deemed to have been made in Philadelphia, Pennsylvania. This Agreement and all disputes arising under this Agreement shall be governed, interpreted, construed and determined in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to principles of Pennsylvania law concerning conflicts of laws.

15. FORUM SELECTION CLAUSE; CONSENT TO JURISDICTION

- a. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the

scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Philadelphia, Pennsylvania before three arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

16. SEVERABILITY

- a. If any term or provision, or portions of any term or provision, is determined to be illegal, invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force if the essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

17. AMENDMENT

- a. **Amendment to be in Writing; Definition.** PEA and Installer may not amend this Agreement unless the amendment is first reduced to writing and signed by PEA and Installer. An “amendment” is a written document, contemporaneously executed by PEA and Installer, which increases or decreases the cost to PEA, or changes or modifies the Statement of Services or Delivery Schedule. Any amendment is effective only in the specific instance and for the specific purpose identified in the amendment.
- b. **Request for Amendment.** In the event PEA receives any communication whatsoever from Installer that Installer gives rise to an amendment of this Agreement, Installer shall, within fifteen days after receipt, make a written request for an amendment to PEA. If Installer fails to submit its written request for an amendment within fifteen calendar days, PEA may refuse to treat the communication as an amendment.

18. MERGER

- a. This Agreement, including any attached exhibits, constitutes the entire and integrated agreement between PEA and Installer and supersedes all prior contracts, negotiations, representations or agreements, either written or oral. All prior and contemporaneous agreements between PEA and Installer on the matters contained in this Agreement are expressly merged and superseded by this Agreement.

19. AVAILABILITY OF FUNDS

- a. PEA has sufficient funds currently available and authorized for expenditure to fulfill the responsibilities specified in this Agreement within PEA’s current fiscal period. However, PEA may terminate this Agreement without further liability if (i) sufficient funds are not provided in future City Council-approved budgets of PEA or from applicable federal, state, or other sources to permit PEA in the exercise of its reasonable administrative discretion to continue this Agreement, or (ii) PEA abolishes the program for which benefit this Agreement was executed.
- b. PEA shall provide Installer with thirty days’ written notice if PEA terminates this Agreement under this section. In determining the availability of funds, PEA may use the annual budget adopted for it by Philadelphia City Council.

20. INSURANCE

The Installer shall procure and maintain in full force and effect, the types and minimum limits of insurance specified herein. In no event shall work be performed until the required evidence of insurance has been furnished. The insurance shall provide for at least thirty (30) days prior written notice to be given to PEA in the event coverage is cancelled or non-renewed; however, ten (10) days written notice will be provided if the insurance is cancelled due to non-payment of the premium. Installer shall provide notice to PEA within thirty (30) days in the event that there is a material change in the coverage. Also, except for workers' compensation and professional liability insurance, the Philadelphia Energy Authority and the City of Philadelphia, their officers, employees, and agents shall be named as additional insureds in connection with this Agreement. In addition, an endorsement is required stating that the coverage afforded PEA, the City, and their officers, employees, and agents, as additional insureds, will be primary to any other coverage available to them.

Coverage Requirements:

a. Workers' Compensation and Employers' Liability

- i. Workers' Compensation Statutory Limits
- ii. Employers' Liability: \$500,000 Each Accident – Bodily Injury by Accident; \$500,000 Each Employee- Bodily Injury by Disease; and \$500,000 Policy Limit – Bodily Injury by Disease.

b. General Liability Insurance

- i. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 advertising injury; \$2,000,000 general aggregate and \$2,000,000 aggregate for products and completed operations. PEA may require higher limits of liability if, in PEA's sole discretion, the potential risk warrants.
- ii. Coverage: premises operations; personal injury and property damage liability; products and completed operations; independent Installers, employees and volunteers as additional insureds; cross liability; broad form property damage (including completed operations), explosion, collapse, underground ("XCU") coverage.

c. Automobile Liability Insurance

- i. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- ii. Coverage: Owned, non-owned, and hired vehicles.

d. Professional Liability Insurance.

- i. Limit of Liability: \$1,000,000 with a deductible not to exceed \$100,000.
- ii. Coverage: Errors and omissions.

- iii. Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences arising out of the performance of the services required under this Agreement shall be maintained in full force and effect under the Policy or “tail” coverage for a period of at least two (2) years after expiration of this Agreement.
- e. Excess Insurance. Umbrella Liability with limits of liability totaling \$4,000,000 per occurrence and \$4,000,000 aggregate when combined with insurance required under Insurance Sections (B) and (C) above.
- f. Changes to Insurance Requirements. From time to time, and in any event not more frequently than once per year, PEA may reasonably adjust the amounts, types and deductibles of the insurance coverage required.
- g. Additional Insureds. Installer shall require that all of its Subcontractors and consultants obtain and maintain, at their respective cost and expense, the appropriate types and amounts of insurance covering the work and their performance of services.
- h. Certificates of Insurance. Certificates of insurance evidencing the required coverages must specifically reference this Agreement and shall be submitted to PEA at least ten (10) days before initiation of any work and promptly, upon binding of the renewal, after each insurance renewal date. The ten (10) day requirement for advance documentation of coverage may be waived in situations where such waiver benefits PEA, but under no circumstances shall Installer actually commence services or begin work (or continue work, in the case of insurance renewal) without providing the required evidence of insurance. Installer shall furnish certified copies of the original policies required hereunder at any time within ten (10) days after written request by PEA.
- i. No Limitation Liability. The insurance requirements set forth herein shall in no way be intended to limit, modify or reduce Installer’s indemnification obligations or limit Installer’s liability to the limits of the policies of insurance required hereunder.

21. COMPLIANCE WITH LAWS

- a. **Applicable Laws.** Installer shall comply with all federal, state, and local laws, ordinances, rules, regulations, and executive orders applicable to the Work to be performed under this Agreement. Installer’s failure or neglect to comply with all applicable laws, ordinances, rules, or regulations shall not relieve Installer of these obligations or the requirements of this Agreement.

22. LIMITATION OF LIABILITIES

- a. Neither Party shall be liable in contract, tort, strict liability, warranty or otherwise for (a) any special, indirect, incidental, consequential, or non-economic damages resulting from or in any way related to this Agreement, such as, but not limited to, delay, disruption, loss of product, cost of capital, loss of anticipated profits or revenue, or loss of use of equipment or system; or (b) any damages of any sort whatsoever arising solely from the termination of this Agreement in accordance with its terms; provided, however, the provisions of this section do not apply to liability arising under or relating to Section 9 (Representations and Warranties) or Section 10(d)(i) (Termination).

23. INDEMNITY

- a.** With regard to Installer’s performance in connection with or incidental to the Work, but excluding its performance of professional services and the indemnification and hold harmless aspects set forth in subsection (b) of this section, Installer releases and shall indemnify, defend, and hold harmless PEA, PEA’s officials, employees, agents, and volunteers from and against any and all claims, costs, damages, lawsuits, penalties, liens, losses and/or liabilities of any kind or nature, including all expenses of investigating and defending against same, including reasonable attorneys’ fees and costs at trial and on appeal, that arise from or are connected to or are directly or indirectly caused or claimed to be caused in whole or in part by the fault or negligent, reckless, or willful acts or omissions of Installer or Installer’s agents, employees, or Subcontractors in performing Work required by this Agreement. However, Installer’s duty to release, indemnify, and hold harmless as required by this subsection shall not include any liability arising from the established sole negligence or willful misconduct of PEA, PEA’s officials, employees, agents, or volunteers.
- b.** With regard to Installer’s performance of professional services, Installer releases and shall indemnify, defend, and hold harmless PEA, PEA’s officials, employees, agents, and volunteers from and against all claims, costs, damages, lawsuits, penalties, liens, losses, and/or liabilities of any kind or nature, including all expenses of investigating and defending against same, including reasonable attorneys’ fees and costs at trial and on appeal, arising from the willful misconduct or negligent acts, errors, or omissions of Installer or Installer’s agents, employees, or Subcontractors associated with the Work.

24. TAX INDEBTEDNESS

- a.** The City of Philadelphia does not wish to do business with tax delinquents or other businesses indebted to the City. In furtherance of this policy, the following certifications have been developed and shall form a part of the Agreement.
- b.** Installer’s Certification of Non-Indebtedness. Installer hereby certifies and represents that Installer and Installer’s parent(s) and subsidiary(ies) are not currently indebted to the City and will not at any time during the term of the Agreement (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established.
- c.** Subcontractor’s Certification of Non-Indebtedness. Installer shall require all Subcontractors performing work in connection with the Agreement (“Subcontractor” shall also include suppliers providing goods or materials) to be bound by the following provision, and Installer shall cooperate fully with the PEA in exercising the rights and remedies described below or otherwise available at law or in equity: “Subcontractor hereby certifies and represents that Subcontractor and Subcontractor’s parent(s) and subsidiary(ies) are not currently indebted to the City of Philadelphia (“City”). and will not at any time during the term of this Agreement, including any extensions or renewals thereof, be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written

agreement or payment plan satisfactory to the City has been established.

25. AUDITS, INSPECTION RIGHTS, RECORDS

- a. **Audits.** From time to time during the term of this Agreement and for a period of five (5) years after termination of this Agreement, PEA may audit all aspects of the Installer's performance under this Agreement, including but not limited to its billings and invoices, at Installer's office. If so requested, Installer shall submit to the requesting party all vouchers or invoices presented for payment pursuant to this Agreement, all canceled check, work papers, books, records, and accounts upon which the vouchers or invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to this Agreement. All books, invoices, vouchers, records, reports, canceled checks and other materials shall be subject to periodic review and audit. Notwithstanding the foregoing Installer shall not be required to maintain such documentation in excess of five (5) years from the expiration or termination of this Agreement.
- b. **Independent Reports.** If requested by PEA, Installer shall submit an independent report prepared and certified by a Certified Public Accountant (CPA) acceptable to PEA.
- c. **Inspection.** All services and materials provided under this Agreement shall be subject to inspection and review by PEA and city, state and federal representatives. Installer shall cooperate with all inspections and reviews conducted in accordance with the provisions of this Agreement. Such inspection and review of Installer's rendering of services and materials, including without limitation, programs and facilities, shall be in the sole discretion of the inspecting or reviewing entity. Such inspection or review may include, without limitation, meetings with Customers, review of staffing ratios and job descriptions, verification of account accuracy, and meetings with any staff members who are either directly or indirectly involved in providing services and materials under this Agreement.
- d. **Availability of Records.** Installer shall make available at Installer's office, during the term of this Agreement, all records pertaining to this Agreement for the purpose of inspection, audit, or reproduction by any authorized PEA representative, or the Pennsylvania Auditor General, and any other federal, state or City auditors.
- e. **Retention of Records.** Installer shall retain all records, books of account and documentation pertaining to this Agreement for a period of five (5) years following expiration or termination of this Agreement; however, if any litigation, claim, or audit is commenced prior to expiration of said five (5) year period, then the records shall be retained until all litigation, claims, or audit findings have been completely terminated or resolved, without right of further appeal, or if Applicable Law requires a longer period, then the records shall be retained for such longer period.

26. NONDISCRIMINATION

- a. Installer must uphold the terms of the Charter, the Fair Practices Ordinance (Chapter 9-1100 of the Code) as they may be amended from time to time, and in performing this Agreement, Installer shall not discriminate or permit discrimination against any individual because of race, color, religion, ancestry or national origin, sex, gender identity, sexual orientation, age or disability. Nor shall Installer discriminate or permit discrimination against individuals in

employment, housing and real property practices, and/or public accommodation practices whether by direct or indirect practice of exclusion, distinction, restriction, segregation, limitation, refusal, denial, differentiation or preference in the treatment of a person on the basis of actual or perceived race, ethnicity, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, disability, marital status, source of income, familial status, genetic information or domestic or sexual violence victim status, Human Immunodeficiency Virus (HIV) infection, or engage in any other act or practice made unlawful under the Charter, Chapter 9-1100, the Executive Order, or under the nondiscrimination laws of the United States or the Commonwealth of Pennsylvania. In the event of any breach of these provisions, PEA may, in addition to any other rights or remedies available under this Agreement, at law or in equity, suspend or terminate this Agreement forthwith.

- b. 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, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, shall constitute an event of default under this Agreement and shall entitle PEA to all rights and remedies as provided herein or otherwise available to PEA at law or in equity. Installer agrees to include the immediately preceding sentence, with appropriate adjustments for the identity of PEA and Installer, in all subcontracts which are entered into 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 an event of default under this Agreement entitling PEA to all rights and remedies as provided herein or otherwise available to PEA at law or in equity.

27. PHILADELPHIA 21ST CENTURY MINIMUM WAGE AND BENEFITS STANDARD

- a. Installer must uphold the minimum wage standard and minimum benefits standard stated in Chapter 17-1300 of the Code and Executive Order 03-14. Chapter 17-1300 is accessible at [http://library.amlegal.com/nxt/gateway.dll/Pennsylvania/philadelphia_pa/thephiladelphiacode?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:philadelphia_pa](http://library.amlegal.com/nxt/gateway.dll/Pennsylvania/philadelphia_pa/thephiladelphiacode?f=templates$fn=default.htm$3.0$vid=amlegal:philadelphia_pa) and Executive Order 03-14 is accessible at <http://www.phila.gov/ExecutiveOrders/Executive%20Orders/EO%203-14.pdf>.
- b. A summary of the requirements under Chapter 17-1300 and Executive Order 03-14 is as follows:
- c. Minimum Wage
 - i. As of January 1, 2016 and during each year thereafter, provide their covered employees with an hourly wage, excluding benefits, equal to at least the higher of:
 - 1. 150% of the federal minimum wage or
 - 2. \$12.00 multiplied by the CPI Multiplier, provided that the minimum wage

shall not be less than the previous year's minimum wage. The CPI Multiplier shall be calculated annually by the Director of Finance, for wages to be provided on and after January 1 of each year by dividing the most recently published Consumer Price Index for all Urban Consumers (CPI-U) All Items Index, Philadelphia, Pennsylvania, by the most recently published CPI-U as of January 1, 2019. The then current minimum hourly wage applicable to City Contractors and Subcontractors will be posted on the City's web site.

d. Minimum Benefits

- i.** To the extent Installer (or its Subcontractor under Subcontract) provides health benefits to any of its employees, provide each full-time, non-temporary, non-seasonal covered Employee with health benefits at least as valuable as the least valuable health benefits that are provided to any other full-time employees of the Installer(or its Subcontractor); and
- ii.** Provide to each full-time, non-temporary, non-seasonal covered Employee at least the minimum number of earned sick leave days required by Code Section 17-1305(2).
- iii.** If covered, absent a waiver, Installer shall promptly provide to PEA all documents and information as PEA may require verifying its and its Subcontractors' compliance with the requirements of Chapter 17-1300 and Executive Order 03-14. Installer and its Subcontractors shall notify each affected employee what wages are required to be paid pursuant to Chapter 17-1300 and Executive Order 03-14.
- iv.** Absent a waiver, Installer, as subject to Chapter 17-1300 and Executive Order 03-14, shall comply with all their requirements as they exist on the date when the Installer enters into contract with PEA or when such contract is amended. Absent a waiver, Installer shall also be responsible for the compliance of its Subcontractors with the requirements of Chapter 17-1300 and Executive Order 03-14. Installer shall take such steps as are necessary to notify its Subcontractors of these requirements, including, without limitation, incorporating these requirements, with appropriate adjustments for the identity of PEA and Installer, in its Subcontracts with such Subcontractors. An Installer or any of Installer's Subcontractors subject to Chapter 17-1300 and the Executive Order that fail to comply with their provisions may, after notice from PEA, be suspended from receiving customer leads from PEA or from bidding on and/or participating in future PEA contracts for up to three (3) years.
- v.** The Installer's failure to comply, or the failure of Installer's Subcontractors to comply with the requirements of Chapter 17-1300 or Executive Order 03-14 shall constitute a substantial breach of this Agreement entitling PEA to all rights and remedies provided in this Agreement or otherwise available at law or in equity.

28. ETHICS REQUIREMENTS

To preserve the integrity of PEA employees and maintain public confidence in the competitive contracting system, PEA intends to vigorously enforce the various ethics laws as they relate to PEA employees in the bidding and execution of PEA contracts. Such laws are in three categories:

- a. **PEA Employee Interest in PEA Contracts.** In accordance with Section 10-102 of the Philadelphia Home Rule Charter, no proposal shall be accepted from, or contract awarded to, any PEA employee or official, or any firm in which a PEA employee or official has a direct or indirect financial interest. All Installers are required to disclose any current PEA employees or officials who are employees or officials of the Installer's firm, or who otherwise would have a financial interest in this Agreement.
- b. **Conflict of Interest.** Both the State Ethics Act and the City Ethics Code prohibit a public employee from using his/her public office or any confidential information gained thereby to obtain financial gain for himself/herself a member of his/her immediate family, or a business with which he/she or a member of his/her immediate family is associated. "Use of public office" is avoided by the employee or official publicly disclosing the conflict and disqualifying himself/herself from official action in the matter, as provided in the Philadelphia Code Section 20-608.
- c. **Executive Order 10-16: Gifts.**
 - i. Pursuant to Executive Order 10-16, no PEA officer or employee in the Executive and Administrative Branch may accept or receive a gift of any monetary value from a person who, at the time or within 12 months preceding the time a gift is received, (1) is seeking, or has sought, official action from that officer or employee; or (2) has operations or activities regulated by that officer's or employee's department, agency, office, board or commission, or, in the case of members of the Mayor's Cabinet, has operations or activities that are regulated by any department, agency, office, board or commission within the Executive and Administrative branch; or (3) has a financial or other substantial interest in acts or omissions taken by that officer or employee, which the officer or employee is able to affect through official action.
 - ii. Installer understands and agrees that if it offers anything of value to a PEA official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order, Installer shall be subject to sanctions with respect to future PEA contracts. Such sanctions may range from disqualification from participation in a particular contract to debarment, or loss of financial assistance, depending on the nature of the violation.

29. CHAPTER 17-1800 OF THE PHILADELPHIA CODE: PHILADELPHIA RE-ENTRY EMPLOYMENT PROGRAM FOR RETURNING CITIZENS

- a.** Installer agrees to identify potential job opportunities that may be available for “Returning Citizens,” as that term is defined in Code Section 19-2604(9), based on the matrix of job titles and work categories developed by the Personnel Director of the City of Philadelphia under Section 20-1702(2) of the Code and to report to PEA on Installer’s employment practices and experience with respect to the hiring of Returning Citizens including (i) a quarterly tally of Returning Citizens hired and currently working, or an explanation as to why no Returning Citizens have been hired; and (ii) an explanation as to why any Returning Citizen who applied for employment was refused employment. These reports should be included in the Quarterly Jobs report.

AGREED TO BY PEA AND INSTALLER:

Philadelphia Energy Authority

[...]

By: _____

By: _____

Print Name: Emily Schapira _____

Print Name: _____

Title: Executive Director _____

Title: _____

Date: _____

Date: _____

Philadelphia Commercial Activity License:

Appendix C: City of Philadelphia Tax and Regulatory Status and Clearance Statement

**CITY OF PHILADELPHIA TAX AND REGULATORY
STATUS AND CLEARANCE STATEMENT**

FOR APPLICANTS

THIS IS A CONFIDENTIAL TAX DOCUMENT NOT FOR PUBLIC DISCLOSURE

This form must be completed and returned with Applicant’s proposal in order for Applicant to be eligible for award of a contract with the City. Failure to return this form will disqualify Applicant’s proposal from further consideration by the contracting department. Please provide the information requested in the table, check the appropriate certification option and sign below:

Applicant Name	
Contact Name and Title	
Street Address	
City, State, Zip Code	
Phone Number	
Federal Employer Identification Number or Social Security Number:	
Philadelphia Business Income and Receipts Tax Account Number (f/k/a Business Privilege Tax) (if none, state “none”)*	
Commercial Activity License Number (f/k/a Business Privilege License) (if none, state “none”)*	

____ I certify that the Applicant named above has all required licenses and permits and is current, or has made satisfactory arrangements with the City to become current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation, or has made satisfactory arrangements to cure any violation, or other regulatory provisions applicable to Applicant contained in the Philadelphia Code.

____ I certify that the Applicant named above does not currently do business, or otherwise have an economic presence in Philadelphia. If Applicant is awarded a contract with the City, it promptly will take all steps necessary to bring it into compliance with the City’s tax and other regulatory requirements.

Authorized Signature

Date

Print Name and Title

* You can apply for a City of Philadelphia Business Income and Receipts Tax Account Number or a Commercial Activity License on line after you have registered your business on the City’s Business Services website located at <http://business.phila.gov/Pages/Home.aspx>. Click on “Register” or “Register Now” to register your business.