



REQUEST FOR PROPOSALS

Solar equipment vendors for Solarize Philly

A program of the PHILADELPHIA ENERGY AUTHORITY

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Issued by:

THE PHILADELPHIA ENERGY AUTHORITY ("PEA")

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1. Purpose

The purpose of this Request for Proposals (“**RFP**”) is to solicit pricing proposals from solar PV manufacturers and distributors for solar modules and inverters for use by solar installers participating in Phase 3 of the Solarize Philly campaign. The Philadelphia Energy Authority (“**PEA**”) is interested in creating a special pricing agreement for these items to yield meaningful price reductions in the cost to Solarize Philly participants.

The selected vendor(s), if any, will serve as the primary equipment manufacturer or distributor for the Solarize Philly program, and will be recommended for any additional commercial or industrial solar projects supported by the Philadelphia Energy Authority.

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.

In 2017, 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 offer pricing to 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 to the city, including:

- 1) **Solar creates jobs.** Rooftop solar creates more local jobs per dollar invested than any other energy investment.

- 2) **Solar reduces the city's carbon footprint.** The City has included rooftop solar in the citywide Clean Energy Vision, which targets an 80% reduction in greenhouse gas emissions by 2050.
- 3) **Solar saves people money.** The cost to finance residential solar installations 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 and landlords. 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 support job training and increase LMI access to solar energy.

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 in the nation, Philadelphia was the 4th fastest growing solar market in the country in 2017, and solar installer was declared a High Priority Occupation for Philadelphia County through 2019. Across the two phases of the program, 4,237 interested households signed up, 1,926 were referred to the selected installers, and 363 contracts 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. PEA has set a goal to double the number of contracts signed before the end of 2019, targeting at least 400 contracts in Phase 3. The average project size was about 5 kW in the first two phases.

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.

3. Equipment Specifications & Pricing

PEA is seeking special pricing agreements for the following equipment for a 12 month period from May 1, 2019 through April 30, 2020. This may be as a fixed price for a period of time or some other construct that would also yield meaningful discounts to Solarize Philly participants.

3.1 Solar PV Modules

The following details are requested for at least one standard efficiency and one high efficiency solar PV module. PEA is seeking module warranties that cover the cost of labor to replace defective products.

- Manufacturer
- Module Rated Wattage (STC)
- Country of Origin
- Pricing (\$) per module
- Pricing (\$/watt) per watt
- Start date and end date of pricing availability
- Year module was first available for sale
- Total Quantity & MW of Modules Sold by Applicant
- Product specification sheets

3.2 Inverters & Optimizers

The following details are requested for a range of inverters and module-level optimization options sized for residential PV systems ranging from 3 kW_{DC} to 10 kW_{DC}. PEA is seeking inverter and optimizer warranties that cover the cost of labor to replace defective products.

- Manufacturer
- Model #
- Wattage (AC)
- Module-level optimization options and pricing, if applicable
- System performance monitoring capabilities
- Country of Origin
- Pricing (\$) per inverter
- Pricing (\$) per optimizer
- Year inverter was first available for sale
- Total Quantity & MW of Inverters Sold by Applicant
- Product specification sheets

3.3 Capacity, Requirements and Additional Information

PEA also seeks relevant information on production capacity, availability, and delivery of the above-cited products. Include the following details:

1. What are licensing and training requirements, if any, for Installers to use your products?
2. Describe payment/credit terms available to Installers.
3. What are the delivery options available to Installers?

4. What is the lead time for these products?
5. Provide any relevant information on manufacturing capacity and/or availability of selected products.
6. Any other conditions for the sale, installation, and use of your products that Solarize Philly should know.
7. Any other additional information about products or value that applicants deem relevant.
8. The address of your company’s office that is closest to Philadelphia and the number of employees based out of that office.

4. Questions, Proposal Format and Submission

Applicants are asked to register their intention to submit a proposal by April 5, 2019. Letters of intent to apply should be submitted via email to solarize@philaenergy.org and bvila@philaenergy.org with the subject line “Intent to Respond: Solarize Philly Manufacturer/Distributor RFP.”

4.1 Anticipated project timeline

Step	Date
RFP released	March 28, 2019
Letter of Intent due (optional)	April 5, 2019
Deadline to submit questions	April 12, 2019
Proposals submitted	April 19, 2019
Vendor interviews	Week of April 22, 2019
Vendor selections announced	Week of April 29, 2019

4.2 Questions

All questions regarding this RFP are to be sent by email to solarize@philaenergy.org. Responses to questions received by 5:00 p.m. on April 12, 2019 will be posted publicly. All effort will be made to respond to questions received after the April 12, 2019 deadline, but responses are not guaranteed.

The answers to all questions will be posted on the PEA website (www.philaenergy.org) and emailed to those who indicate intent to apply. Applicants are urged to check the website for the responses to the questions.

4.3 Proposal Deadline

Responses to this RFP must be delivered electronically to the Philadelphia Energy Authority no later than **5:00 p.m. on April 19, 2019**. The electronic version of the proposal and all exhibits are to be emailed by the deadline to the Philadelphia Energy Authority at solarize@philaenergy.org and bvila@philaenergy.org. Responses received after the deadline will not be considered.

4.4. Standard Terms and Conditions

PEA intends to execute a Memorandum of Understanding (MOU) with the selected Manufacturer/Distributor including Terms and Conditions. PEA’s Standard Terms and Conditions are attached to this RFP as **Appendix A**.

4.5 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 Applicant 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 Applicant 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, Applicants will not be eligible for award of the contract contemplated by this RFP.

The selected Applicant 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 Applicant may find it necessary to replace the non-compliant subcontractor with a compliant subcontractor. Applicants are advised to take these PEA policies into consideration when entering into their contractual relationships with proposed subcontractors.

If a Applicant 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.

Applicants 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 may 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.

5. Proposal Guidelines

Part I: Applicant's Point of Contact and Business Information

Supply contact information for Applicant's business, including legal business name, and address of company

¹ Applicants 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, Applicants 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.

headquarters. Provide business FEIN, total number of employees, total number employees in Pennsylvania, and total number of employees in Philadelphia (if any).

Part II: Bid for Proposed Equipment for Solarize Philly Customers

Provide equipment specifications and pricing as described in Section 3.1 and 3.2 above for PV module, inverter, and optimizers that Applicant is offering to Solarize Philly. PEA will consider not-to-exceed or other creative pricing proposals that vary with market conditions.

Part III: Applicant's Requirements and Capacity

Provide information about installer licensing, payment and credit terms, delivery capacity, and delivery terms as described in Section 3.3 above.

Part IV: References, Examples & Case Studies

Include three (3) references of installer customers and contact information for each.

Part V: Diverse Business and Local Hiring Plan (optional)

Building a diverse workforce

Applicant is encouraged to submit certain information in Part V of their submission, using the tables provided in **Appendix B**. 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:

- 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.

Creating economic opportunity through contracting

While there are no ranges for the participation of Minority (MBE), Woman (WBE) or Disabled (DSBE) Owned Business Enterprises (collectively, M/W/DSBEs) projected for this proposal, Applicants are prohibited from discriminating in their selection of subcontractors and are encouraged to use their Best and Good Faith Efforts to solicit quotes from M/W/DSBEs on an equitable basis with other firms. Applicant is also encouraged to identify any M/W/DSBEs that will be used by applicant if successful, using the tables also provided here in **Appendix B**.

Part VI: Signature

Include a completed version of the signature page included here as **Appendix D**.

Part VII: Exhibits Required

Two exhibits - Financial Statements and Equipment Specification Sheets - must accompany the proposal. Supply audited company financial statements 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. Supply cut sheets for each product that is included in the proposal.

These exhibits are to be submitted electronically as PDFs.

6. Public Disclosure and Confidential Information

All Responses, Proposals 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.

7. Evaluation Criteria

Proposals in response to this RFP will be evaluated by the Solarize Philly selection committee. Selection criteria may include:

- **Overall Quality:** overall quality of the specified equipment, warranties, and other terms;
- **Value and Price:** the value offered by the pricing of proposed equipment, timeframe of the pricing proposal, and contract terms and conditions, as well as the cost of equipment.
- **Delivery Capacity:** ability to provide timely delivery of the offered products to installation sites.
- **Adequate Financial Capacity and Experience:** Solarize is intended to result in a significant number of installations and the selected Manufacturer/Distributor must be able to demonstrate sufficient financial strength, equipment volume, and/or production capacity to successfully meet the demands of this program.
- **Local Staffing and Offices:** PEA places an emphasis on supporting the local economy, and local presence will be considered.
- **Diverse Business and Local Hiring Plan (optional)**

Pricing is not the exclusive basis for selection. PEA may decide to select a Manufacturer/Distributor whose pricing is not the lowest if PEA finds the proposal compelling for reasons of value and quality.

After evaluation of proposals and interviews, PEA will select the preferred Manufacturer/Distributor and will notify everyone who submitted a proposal of the results.

PEA will then negotiate and execute a Memorandum of Understanding (MOU) with the selected Manufacturer/Distributor. Attached as **Appendix A** are standard terms and conditions that may be included in the MOU.

Appendix A: Standard Terms and Conditions

PHILADELPHIA ENERGY AUTHORITY
STANDARD TERMS AND CONDITIONS

1. Independent Contractor

Manufacturer/Distributor acknowledges that Manufacturer/Distributor is an independent contractor and that Manufacturer/Distributor is not an employee of the PEA. Manufacturer/Distributor also acknowledges that Manufacturer/Distributor is not entitled to participate in any employee benefit plan or receive any benefits of the PEA normally accorded to employees, shall not receive coverage under any Workman's Compensation Statute, and shall be solely responsible for securing and maintaining any necessary insurance or licenses.

2. Non-Exclusivity

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

3. No Agency

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

4. Standard of Performance

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

5. Confidentiality

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

6. Assignment/Successors.

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

7. Compliance with Laws

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

8. Work Product

Work product prepared by Manufacturer/Distributor in the performance of this Agreement shall be the absolute property of the PEA.

9. Subcontracting

Manufacturer/Distributor shall not subcontract any work hereunder without prior written approval by the PEA.

10. Change Orders

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

11. Conflicts with Manufacturer/Distributor’s Proposal

In the event of conflict or variance between this Agreement and the proposal of Manufacturer/Distributor, this Agreement shall govern.

12. Indemnification

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

13. Termination

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

14. Force Majeure

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

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

15. Nondiscrimination

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

16. Limitation of Liability

To the fullest extent permitted by applicable law or regulations, Manufacturer/Distributor's liability to the PEA for any claim or cause of action arising out of or related to this Agreement, including breach of warranty, breach of contract, negligence, and other torts arising out of or relating to this Agreement and the Schedules, shall not exceed the amounts paid or payable by Manufacturer/Distributor for such project.

17. Chapter 17-400 of the Philadelphia Code

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

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

(b) Manufacturer/Distributor further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the

Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute a substantial breach of this Agreement entitling the Authority to all rights and remedies provided herein or otherwise available in Law or equity.

18. General

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

Appendix B: Antidiscrimination Policy

CITY OF PHILADELPHIA OFFICE OF ECONOMIC OPPORTUNITY ANTIDISCRIMINATION POLICY-MINORITY, WOMAN AND DISABLED OWNED BUSINESS ENTERPRISES INSTRUCTIONS AND FORM (SEALED PROPOSAL CONTRACTS)

Under the authority of Executive Order No. 03-12, the City of Philadelphia has established an antidiscrimination policy (“Policy”) relating to the participation of Minority (MBE), Woman (WBE) and Disabled (DSBE) Owned Business Enterprises in City contracts. Executive Order 03-12 is administered by the City’s Office of Economic Opportunity (“OEO”).

The purpose of this Policy is to provide equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The City is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all City contracts on an equitable basis. In accordance with the contracting requirements of the City, the City’s Policy is applicable to this Invitation and Proposal (hereinafter, “Proposal”).

For this Proposal, the City has not established ranges for the participation of MBEs, WBEs and/or DSBEs (collectively, “M/W/DSBEs”), but applicant is encouraged to exercise Best and Good Faith Efforts to include M/W/DSBEs in this proposal and in applicant’s supply chain. “Best and Good Faith Efforts” are those efforts, the scope, intensity and appropriateness of which are designed and performed to achieve meaningful and commercially useful participation by M/W/DSBEs. An OEO Certification Registry of M/W/DSBEs is maintained by the OEO and is available online at www.phila.gov/OEO/directory. Firms owned and controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency, including the Pennsylvania Unified Certification Program, may apply to the OEO for listing in its OEO Certification Registry.

Applicant is encouraged to identify below the demographics of their company, listing percent of ownership and the percent of total employees:

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.”

Applicant is also encouraged to identify below, any M/W/DSBEs that will be used by applicant if successful:

Company Name	Address	Certification Status (MBE, WBE, or DSBE)	Type of Work/Supply Effort

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.

Appendix D: Signature Page

Solarize Philly Phase 3 Equipment RFP 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.
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

Signed By: _____ Date: _____
Name: _____
Title: _____ Company: _____