



CONTRACT FOR SERVICES

BETWEEN

[]

AND THE

PHILADELPHIA ENERGY AUTHORITY

This Program Agreement dated [date] (the Agreement) between [company name], a solar installation company/a solar developer, (the Contractor) and the Philadelphia Energy Authority, a Pennsylvania Municipal Authority (the Authority) is entered into and effective as of [date] (the Effective Date).

BACKGROUND

- A. 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.

- B. Under this authority PEA established a successful program, **Solarize Philly**, to expand and support the solar energy industry in Philadelphia by facilitating residential and commercial solar development. PEA prequalified a number of solar developers and/or installers to participate in that program. Since the launch of the program in 2017, Solarize Philly became the largest solarize initiative in the country. Solarize Philly facilitated over

1,900 contracts for solar, for a total of 10.5 MW of contracted solar capacity and representing a greater than \$36 million investment in Philadelphia’s clean energy economy. Over the first seven years of the program, Solarize Philly helped create 250 new direct jobs.

- C. In 2021, Solarize Philly started offering a lease through one of the approved Contractors to increase access to solar by providing an affordable and predictable monthly payment for a 20- or 25-year lease term, with no-income or credit requirements. To date, Solarize Philly has supported over 600 LMI-verified households to go solar. PEA intends to scale up support of households to 1,000 LMI by 2026.
- D. [Brief background of the installer]
- E. PEA issued a public Request for Proposals (“RFP”) soliciting proposals from developers and/or installers to deliver cost-competitive solar installation and financing options through Solarize Philly. PEA selected Contractors to participate in Solarize Philly based on the “Evaluation Criteria” described in the RFP.

AGREEMENTS

In consideration of the Background and the terms and conditions contained herein, and intending to be legally bound, PEA and Contractor agree as follows:

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 Contractor and the Philadelphia Energy Authority.
- b. **City** – means the City of Philadelphia.
- c. **Customer** – means a Philadelphia property owner who has expressed interest in having a solar PV system installed as part of Solarize Philly, recruited either by Contractor or PEA. The Customer may choose to sign a contract with the Contractor to get a solar PV system installed.
 - i. **Low- and Moderate-Income Residential** - single family homes with under 4 units located in a HUD Qualified Census Tract (QCT) or occupied by a household earning under 80% of Area Median Income.
 - ii. **Market-rate Residential** - single family homes with under 4 units which do not qualify as LMI Residential Customers.
 - iii. **Commercial** - all commercial, multifamily (over 4 units), and mixed-use buildings. Commercial Customers typically have a commercial electric account.
- d. **Customer Contract** – means the signed agreement for purchase or lease of a solar PV system or the purchase of solar energy from a solar PV system between a Customer and the Contractor.

- e. **Customer Manual** – means a manual provided by a Contractor 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, warranty information and the process to address any issues as they arise.
- f. **Contractor** – is the party so identified in the opening paragraph of this Agreement.
- g. **Contractor Check-In Meeting** – means the weekly meeting between PEA and all pre-approved Solarize Philly developers and installers to review program administration, questions, issues and procedures.
- h. **CRM** – means the Customer Relationship Management software endorsed by PEA for tracking Solarize Philly Customers.
- i. **Force Majeure Event** – is defined in Section 13.a.
- j. **LMI** – means low- and moderate-income
- k. **Party** – means either PEA or Contractor.
- l. **PEA** – means the Philadelphia Energy Authority.
- m. **Placed in Service** - means that the construction of a solar PV system was completed, and PECO has issued a Permission to Operate certificate.
- n. **Program Fee** – means the fee paid by the Contractor to PEA for participation in Solarize Philly. Program Fees are calculated on a \$/watt per-Project basis and invoiced periodically as installations are completed.
- o. **Program Fee Report** – means the report compiled by PEA that will accompany invoices listing all of a Contractor’s Solarize Philly Projects and calculating the total Program Fees owed to PEA.
- p. **Project** – means a solar PV system designed and installed at a Customer’s residence or business by Contractor.
- q. **Proposal** – means a solar PV design and cost estimate generated by Contractor for Customer based on available roof space, shade analysis and electrical consumption. Proposal should maximize expected Customer bill savings or another customer-requested outcome.
- r. **Quality Assurance Assessment** – means an on-site assessment of Contractor’s solar PV projects by a third-party inspector to assess Contractor’s use of installation best practices.
- s. **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.
- t. **Site Visit** – means a meeting between the Customer and a salesperson from the Contractor to discuss a Proposal or to evaluate the property’s ability to support solar.
- u. **Solarize Philly Manual** – means a document issued to Contractor by PEA at the start of the contract term with program details, which may be updated from time to time.
- v. **SREC** – means an Alternative Energy Credit from a solar photovoltaic or other solar electric energy alternative energy source as defined in 73 P.S. Section 1648.2
- w. **Work** – means the responsibilities of the Contractor set forth in this Agreement.

2. PURPOSE

The purpose of this Agreement is to establish terms which Contractor will observe as a participant in the Solarize Philly campaign of PEA.

3. TERMS AND KEY DATES

- a. This Agreement is in effect from the Effective Date until the date on which the final Project has been placed in Service that was contracted during the contract term and all reporting requirements have been fulfilled. The following sections of this Agreement survive the term of the Agreement: Sections 5(d); 6(c)(iv); 8; 9; 11; 12; 14; 15; 16; 17; 18; 21; 22; 23, and 25.
- b. PEA shall have the continuing option to renew this Agreement for successive contract terms for up to three additional years.
- c. Contracts between the Contractor and Solarize Philly Customers must be signed by the end of the contract term, as defined in the Solarize Philly Manual. Contractor must commit to placing in service all Solarize Philly installations within 120 days of the date on which the Customer signed the Contract, with the exception of delays prompted by any act or circumstance beyond Contractor's reasonable control, such as utility upgrades required by PECO as part of system interconnection, postponement at Customer request, lack of response from the Customer, the occurrence of a Force Majeure Event, or for other good cause approved by PEA.
- d. Contractor will owe Program Fees to PEA for any Customers that they recruit or re-engage in Philadelphia or that are referred to Contractor by PEA. This includes all Customers recruited by Contractor in Philadelphia during the contract term regardless of how the Customer is recruited, whether by door-to-door sales, online advertising, prior customer referral or otherwise. For commercial projects only, certain projects may be exempt from the fee based on project-specific variables, to be discussed on a case-by-case basis.
- e. The Program Fee requirement applies even if the Customer signs a Contract after the close of the contract term if the Customer was acquired during the contract term. Contractor must notify PEA of the date that each Project is Placed in Service and system size (in kW_{DC}) of any Project contracted during the contract term within 5 business days of the Placed in Service date. PEA will invoice the Contractor on a quarterly basis for the program fees for these Projects. These invoiced fees will be due 30 days from the date of the invoice. The program fee is \$0.10/W_{DC} for Market-rate Residential projects and \$0.05/W_{DC} for Commercial projects. The fee is waived for LMI Residential projects. PEA may elect to revise the program fees for other reasons, including whether a Contractor is a Philadelphia [Certified Local Business Entity](#) (LBE).
- f. Contractor is expected to generate at least approximately the same number of leads as assigned to them by Solarize Philly. If Contractor fails to self-generate any new leads for 60 days, PEA will cease assigning any new leads to Contractor until such time as Contractor restarts lead generation.

4. CUSTOMER PROTECTIONS

- a. **Most Favored Pricing.** Contractor warrants that the prices charged for the Work are not in excess of the lowest prices presently charged by Contractor to other similarly situated customers for comparable Work performed by Contractor under contracts having comparable terms and conditions as those contained in this Agreement in the Eastern Pennsylvania region.
- b. **Approved Solar Equipment.** To ensure quality for Customers, PEA must approve the modules, inverters, optimizers, and storage systems used for solar PV systems installed for Solarize Philly. If Contractor desires to change its equipment offerings to Solarize Philly Customers, Contractor must secure PEA approval for the new equipment.
- c. **[Customer ownership only] Financing Products.** To ensure quality for Customers, PEA must approve the financing products offered by Contractor to Solarize Philly Customers. If Contractor desires to change its financing offerings to Solarize Philly Customers, Contractor must secure PEA approval for the new products.
- d. **[Customer Ownership only] Installation and Hardware Warranties.**
 - i. Contractor will provide a workmanship warranty for the solar PV installation for a period of at least ten (10) years from its installation. Under this workmanship warranty, Contractor 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. Contractor must monitor the performance of the solar PV system for the extent of the warranty and address issues promptly as covered by the workmanship 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.

[PPA or Lease Only] Performance Guarantee. Contractor's Power Purchase Agreement or lease will provide a guarantee that the project will operate at not less than 90 percent of its rated capacity throughout the term of the Customer Contract measured on an annual basis and appropriately adjusted for insolation.

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

- f. **Customer Proposal.** Contractor will use standardized cover sheets for each Proposal, as provided by PEA.
- g. **Customer Contract.** Contractor 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 Contractor.
 - iii. Insurance Coverage, in line with the coverage requirements of this Agreement.
 - iv. Description of warranties or performance guarantees, in line with the requirements of this Agreement.
 - v. [PPA or Lease Only] An option for Customer to purchase the system at the end of the PPA or lease
 - vi. 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 AND THE CITY OF PHILADELPHIA, 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 OR THE CITY, THEIR RESPECTIVE 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.
 - vii. Contractor will provide the form of any Customer Contract (installation, Lease or PPA) for use in the Solarize Program to PEA for review and approval and shall not enter into any Customer Contract except using an approved form.
- h. **Customer Manual.** Contractor 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, how to sell their SRECs, and the process to address any issues as they may arise.
- i. **Quality Assurance Assessments (QAA).** Contractor must cooperate with all PEA-authorized 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) and photos of the following system components: junction box, inverter, A/C combiner, A/C disconnect, and the main panel tie-in. Contractor will correct any issues revealed through this testing in a timely manner.

- j. **Customer Satisfaction.** PEA will conduct customer satisfaction surveys with all Customers at the completion of the installation. The Contractor will provide a high level of customer service and perform program services at all times in an ethical, professional, and courteous manner. Verified Customer complaints regarding undue sales pressure, delays in or insufficient communication, or unprofessional behavior by the Contractor will be grounds for termination under this Agreement.

5. **JOB POSTING AND REPORTING**

- a. Contractor shall 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. Contractor shall inquire with PEA when hiring regionally for entry level positions in order to consider applicants from Philadelphia-based solar training programs.
- c. Contractor shall provide to PEA a quarterly Jobs Report, as described in the Solarize Philly Manual, outlining the percentage of Contractor'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.
- d. PEA intends to protect the confidentiality of all materials provided by the Contractor 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.
- e. Contractor shall provide to PEA a weekly summary of all Customer data through a data export of the Contractor's CRM or keep Customer data up-to-date directly in PEA's Salesforce CRM. Contractors are required to make a reasonable effort to provide accurate data on Customers as they progress through the sales and installation process. Data in the Contractor's CRMs should be kept updated based on the timelines listed in the Installer Manual, and should be reasonably clean (free of duplicates once a contract is signed). PEA and Contractor should establish a clear understanding of how the fields in the Contractor's CRM match with PEA's Salesforce fields.
- f. To the extent that Contractor performs functions related to its participation in Solarize Philly at existing facilities outside the Philadelphia area, it may request a waiver of these requirements from PEA.

6. **PHILADELPHIA ENERGY AUTHORITY RESPONSIBILITIES**

During the contract term, PEA will perform the following responsibilities and may exercise the following rights:

- a. **Marketing.**

- i. PEA will facilitate community outreach, marketing, and consumer education in conjunction with Contractor.
 - ii. PEA marketing services will include publicizing Solarize Philly through press coverage, social media, virtual webinars, email lists, facilitating engagement with community and employer partners across the city, and other activities as appropriate. PEA will liaise with City Council and other City departments and agencies to spread the word about Solarize Philly. Contractor will be invited to attend outreach events.
 - iii. PEA will provide Contractor with Solarize Philly logos, marketing language, link to the Solarize Philly website, and other supporting documents, which Contractor will have a license to use solely in connection with marketing Solarize Philly during the contract term under this Agreement subject to Section 7.a.
- b. Customer Intake.**
- i. PEA will collect available information from Customers that sign up through the Solarize Philly website, including electricity usage information as available.
- c. Customer Relationship Management (CRM) Database.**
- i. PEA will refer Solarize Philly Customers to Contractors through a CRM. PEA will give each Contractor at least one license to access the CRM.
 - ii. PEA will assign Customers based on Customer preference between ownership and PPA/lease options, as well as the Contractor's performance, including but not limited to the number of Customers recruited by Contractor into the Solarize Philly program, in alignment with Solarize Philly goals and requirements.
 - iii. PEA reserves the right to reassign any Contractor's Customer who has not yet signed a Customer Contract with the Contractor to another Contractor, based on Customer request or Contractor performance during or after the contract term. PEA will also connect Customers to multiple Contractors if the Customer indicates that they want to compare quotes.
 - iv. PEA acknowledges that Contractor 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 Contractor, (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 Contractor to the CRM to the fullest extent of the law; and will not voluntarily share this material with other contractors or third parties, except in aggregate form or as required by this Agreement; provided that PEA may share data with other agents involved in the program (such as third party inspectors) or with other contractors if Contractor does not enter into a Customer Contract during the contract term, the Customer Contract is terminated for any reason, or Contractor is in default of its obligations under the Customer Contract or this Agreement.

d. **Permitting and Interconnection.**

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

e. **[SREC Purchases]**

- i. PEA will purchase from the Contractor and the Contractor will sell to PEA SRECs generated by Projects installed by the Contractor for homeowners identified as LMI as determined through their residence in a HUD-defined Qualified Census Tract (QCT) or the LMI affidavit provided by the Contractor to PEA as further described in Section 7(i), collectively "LMI Projects." PEA may elect to purchase all SRECs generated by other mutually agreed upon Projects. For all LMI and other agreed-upon Projects, PEA will buy SRECs for [agreed upon duration] years, starting when a Project achieves Permission to Operate from PECO and ending on that same date [agreed upon duration] years later. PEA will purchase each SREC for \$[agreed upon sale price] USD. The price will not change or escalate during the [agreed upon duration]-year term. PEA will purchase the SRECs from the Contractor on a quarterly basis based on the total SRECs generated as of the following dates each year: March 31, June 30, September 30, December 31.

7. **CONTRACTOR RESPONSIBILITIES**

a. **Contractor Marketing.** During the contract term, Contractor will perform the following responsibilities:

- i. Contractor's website must provide a link to the Solarize Philly website (www.solarizephilly.org).
- ii. Contractor may only use PEA and Solarize Philly's name and logos on marketing or advertising materials with prior approval from PEA. PEA will endeavor to turn around these approvals within 2 business days.
- iii. The Contractor agrees not to falsely disparage the other participating Solarize Philly installers or developers in any marketing for Solarize Philly.
- iv. The Contractor will be expected to make a demonstrable effort to market Solarize Philly and recruit Customers into the program. Contractor may use its commercially reasonable discretion in determining an effective marketing program, which may include but is not limited to door-to-door campaigns, paid advertising, prior customer referrals, or other outreach methods. Contractor is expected to generate at least approximately the same number of leads as assigned to them by Solarize Philly. If Contractor fails to self-generate any new leads for 60 days, PEA will cease assigning any new leads to Contractor until such time as Contractor restarts lead generation.
- v. Contractor will provide incentive payments to Solarize Philly Customers for referring other Customers to Solarize Philly, regardless of whether the original installation was completed by Contractor or another company. These incentive

payments should be equivalent to the incentive that Contractor offers to other similarly situated customers for comparable Work performed by Contractor.

b. Communication with PEA.

- i. Contractor must respond to inquiries from PEA within three business days, provided that if it is not commercially feasible to respond in three days, Contractor may request and PEA will not unreasonably withhold PEA's consent to a longer period not to exceed 10 days.
- ii. Contractor must have a representative present at all applicable Solarize Philly Contractor check-in meetings.
- iii. Contractor must track key data about each Customer and solar PV project in the CRM, as described in the Solarize Philly Manual. This requirement includes Customers recruited directly by Contractor during the contract term or Customers referred to Contractor by PEA. Contractor must keep the CRM up to date with any Customer communications and Project status changes. Status updates must be made in the Contractor database within 1 business day following any new sales, contracting, or installation activity related to that Customer. For Customers that do not receive a completed installation, Contractor will track the loss reason on the CRM. Contractor must provide updates no less than once per week that keep PEA's CRM up to date with any Customer communications, Project status changes, and loss reasons.
- iv. To verify program compliance, the Contractor must upload to the CRM updated copies of Customer Proposals and signed Customer Contracts, and other documentation within three business days of key Customer activities, including 1) delivery of Customer Proposal, 2) Customer signing Customer Contract, 3) approval of permits, 4) initial interconnection approval, 5) final interconnection approval, 6) permission to operate, and 7) Customer loss. If the system size or production estimate changes after the date of contract signing, Contractor must provide Customer with an updated Customer Proposal and re-execute to amend the Customer Contract and upload the revised documents to the CRM within three business days. If it is not commercially feasible to upload said information in three days, Contractor may request and PEA will not unreasonably withhold PEA's consent to a longer period not to exceed 10 days.

c. Remote Site Assessment & Proposal.

- i. Contractors will contact new Customers within three business days of being assigned those Customers on the CRM by both phone and email. If the initial contact attempt is unsuccessful, Contractor must attempt to follow-up at least twice before marking the Customer as lost in the CRM.
- ii. Contractor will provide a free Remote Site Assessment to determine if solar is viable for all Customers that are assigned to Contractor on the CRM. Contractor must follow up with all Customers that are assigned to Contractor on the CRM even if, after evaluation, their site is deemed to be not viable for solar. Contractor should provide adequate explanation to non-viable Customers as to why their property is not an appropriate site for solar within 3 business days. If following

this assessment the site is deemed to be not viable for solar or the customer is unresponsive after three attempts to contact them, the Contractor may mark the Customer as lost in the CRM and not proceed with presenting the Customer with a Customer Proposal.

- iii. If the Remote Site Assessment reveals that the site can support a solar PV installation of 3.4 kilowatts or greater, Contractor will provide a Proposal to the Customer at no cost. Contractors 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 unless otherwise requested by the Customer. The Contractor shall bear all costs associated with the preparation of its Proposal, any related investigative or due diligence activities and any resulting discussions or negotiations. The Contractor may elect to install solar PV projects that are smaller than 3.4 kilowatts but are not required to do so. Program fees and requirements apply regardless of project size.
- iv. Contractor will present the Customer Proposal and quote to the Customer within fifteen business days of the initial Customer assignment. Contractor 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. This requirement is a critical component of the consumer protections offered to Solarize Philly customers.
- v. Contractor must receive PEA's approval on the format of their proposal to ensure uniformity and clarity across program vendors. For direct installations, Contractors must provide a Proposal with the direct purchase price for solar PV systems along with any financing options proposed. For Lease or PPA proposals Contractor must explain clearly the basis of monthly pricing and any purchase option included in the Customer Contract. Contractor must include the Solarize Philly cover sheet with every proposal presented to a Solarize Philly Customer. Contractor 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, as approved by PEA.
- vi. Contractors 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 Contractors.

d. Installation.

- i. When a Customer executes a Contract with the Contractor, Contractor 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 placing into service the Project. Contractors must commit to placing all Solarize Philly installations into service within 120 days of the date the Customer signed the Contract, with the exception of delays prompted by any act

or circumstance beyond Contractor's reasonable control, such as utility upgrades required by PECO as part of system interconnection, the occurrence of a Force Majeure Event, or for other good cause approved by PEA.

- ii. For Customers that are purchasing a Project for cash or providing their own financing, Contractor may not collect more than 10% of the Project price from a Customer more than three weeks prior to the date the Project is Placed in Service, unless the additional payments are for utility upgrades required by PECO as part of system interconnection, upgrades required by a structural engineer, electrical or roof work that are included in the Contractor contract, or in the case of Termination by Customer for reimbursement of costs incurred by Contractor beyond payments already made.
 - iii. Contractor must notify the Customer in writing at least five days ahead of the installation of the planned location of any inverter, AC Disconnect, or other electrical equipment that will be located on the outside of the property. If there is a change to the proposed location, the Contractor must secure Customer approval and document the new agreed upon location in writing to the Customer within one business day of the change. If the Contractor cannot secure the Customer's approval of a new proposed location, the Contractor will allow the Customer to terminate the Customer Contract.
- e. **Customer Management and Education.** The Contractor 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, provided that if it is not commercially feasible to respond in three days, Contractor may request and PEA will not unreasonably withhold PEA's consent to a longer period not to exceed 10 days.
- f. **Walkthrough.** Within thirty calendar days after the Project is interconnected, Contractor shall provide a walkthrough of a Manual (the **Customer Manual**). The Customer Manual must outline how the system works and provide an explanation of how the Customer can monitor the solar PV system's output, sell their SRECs, identify issues, and the process to address any issues as they arise. The Customer Manual must also include all Department of Licenses and Inspections permit applications and approval documents, PECO interconnection application and approval documents, the Certificate of Inspection from a third-party inspector, and copies of the installation and equipment warranties.
- g. **Monitoring, Reporting, and Maintenance.** For the term of Contractor's workmanship warranty and at a reasonable price if extended beyond that, Contractor will perform the following responsibilities:
- i. Contractor must share online access to production monitoring of the solar PV system with the Customer.
 - ii. Contractor must service the system promptly in line with the warranties described above.
 - iii. Contractor must provide cumulative production reports for all systems installed as part of Solarize Philly, as requested by PEA.
- h. **Standard of Care.**

The Contractor 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 and in the Solarize Philly Manual;
- ii. All laws and legal requirements, including all building and electrical codes and any requirements related to COVID-19 or other health and safety concerns, applicable to the Work associated with a Project;
- iii. The requirements of all manufacturer’s warranties;
- iv. The application of professional engineering judgment; and
- v. Industry best practices.

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

- i. **LMI Affidavits.** Along with Customers residing in a QCT, the Contractor may provide an affidavit to PEA verifying the Customer's LMI status. The affidavit shall be in Attachment A to this agreement. LMI is defined as a household that has a total income less than 80% of Area Median Income or resides in a HUD QCT. If a Customer resides in a QCT or their household income is less than 80% AMI, this must be clearly noted in the data shared with PEA.

8. PROGRAM FEE

- a. A key element of Solarize Philly is that the Contractors will collect a program fee on systems installed for Solarize Philly Customers. PEA will use this program fee to advance solar access for underserved communities and support energy affordability and sustainability initiatives for creating clean energy jobs in Philadelphia.
- b. The program fee will be \$0.10 per watt for residential installations and \$0.05 per watt for commercial installations. PEA does not collect a program fee from LMI-verified projects (Contractors will use QCT or AMI under 80% to make this determination). PEA may elect to revise the program fees for other reasons, including whether a Contractor is a Philadelphia [Certified Local Business Entity](#) (LBE).
- c. The Contractor will transfer the Program Fee owed to the Philadelphia Energy Authority for each installation once the Project is Placed in Service and within 30 days of being invoiced in batches by PEA.
- d. Within 45 days after an installation is completed, PEA will send a report of Program Fees owed by the Contractor. This Program Fee Report will specify the total amount of Program Fees the Contractor is expected to transfer, based on the total number of watts specified in the signed Contracts and the CRM. This report will not constitute a final payment due amount, and may be adjusted for contracts canceled by the customer, rejected by PECO, or other reason communicated with and approved by PEA.

- e. 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.** Contractor represents and warrants to PEA that:

- a. Contractor is a [State][type of entity], Contractor 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. Contractor has the legal power and authority to:
 - i. Transact the business in which Contractor is engaged and presently proposes to engage; and
 - ii. Execute, deliver, and perform this Agreement.
- c. Contractor has taken all necessary action to authorize the execution, delivery, and performance of this Agreement.
- d. Contractor 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 Contractor is a party, or
 - iii. Violate any provision of any organizational documents of the Contractor.
- 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 Contractor 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 Contractor, 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 Contractor:
 - i. is duly authorized to execute this Agreement,
 - ii. has authority and knowledge regarding Contractor's payment of taxes, and
 - iii. to the best of the person's knowledge, Contractor is not in violation of any Pennsylvania or City of Philadelphia tax laws.

- i. Contractor is not subject to backup withholding because Contractor is exempt from backup withholding, Contractor has not been notified by the Internal Revenue Service (IRS) that Contractor is subject to backup withholding, or the IRS has notified Contractor that Contractor is no longer subject to backup withholding.

10. TERMINATION

a. For Convenience.

- i. **Mutual Consent.** PEA and Contractor 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 the Contractor.

b. For Cause by PEA.

PEA may terminate this Agreement, in whole or in part, immediately upon notice to Contractor, or at a later date as PEA may establish in its notice to Contractor, 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. Contractor no longer holds a license or certificate that is required to perform the Work.
- iii. Contractor materially breached a covenant, as defined in Section 10(b)(xi).
- iv. Any representation or warranty made by Contractor 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 the Contractor.
- vi. Customers report significant and/or repeated dissatisfaction with Contractor.
- vii. Contractor used undue sales pressure on Customers of Solarize Philly.
- viii. Contractor failed to respond to requests for information from PEA or from a Customer of Solarize Philly within the required amount of time as specified in this Agreement.
- ix. Contractor assigns, sells, subcontracts, disposes, or transfers rights or delegates duties under this Agreement either in whole or in part, in contravention of Section 12 herein.
- 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:
 - i. 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;

- ii. failure to provide or maintain in full force and effect any required insurance;
 - iii. 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;
 - iv. 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 Contractor.** Contractor may terminate the Agreement, in whole or in part, immediately upon notice to PEA, or at a later date as Contractor 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 Contractor.
 - 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 the Contractor.
- 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 Contractor is not in default under Section 10(b), then the rights and obligations of PEA and Contractor 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 Contractor shall cease, except as follows:
 - i. Contractor'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. Contractor shall have no further right to solicit the Customers assigned to Contractor by PEA. For a period of one (1) year following the termination of this Agreement, Contractor 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. Contractor hereby acknowledges (1) that PEA will suffer irreparable harm if Contractor breaches its obligations under this provision; and (2) that monetary damages will be inadequate to compensate PEA for such a breach. Therefore, if Contractor breaches this provision, then PEA shall be entitled to injunctive relief, in addition to any other remedies at law or equity. Contractor may continue to engage with Customers identified by Contractor, provided that it informs such Customers that it is no longer participating in Solarize Philly.

- iii. Notwithstanding the foregoing, with respect to Customers with whom Contractor had entered into a signed Contract, Contractor shall comply with all terms of this Agreement applicable to outstanding contracts, such as reporting requirements.
- iv. Contractor agrees that promptly after the termination date hereof, Contractor shall deliver to PEA, at Contractor’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 Contractor; and
- v. Contractor 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:
 - i. Personal delivery,
 - ii. Mail, or
 - iii. 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 Contractor in a Notice pursuant to this section.

For Contractor
Mail addressed to:

For PEA
Mail addressed to:
Philadelphia Energy Authority
Attn: Emily Schapira
1400 John F. Kennedy
City Hall, Room 576
Philadelphia, PA
19107

Or

Or

Email addressed to:
Emily Schapira
eschapira@philaenergy.org

12. ASSIGNMENT AND DELEGATION

- a. Contractor 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. Notwithstanding the foregoing, Developer shall be entitled to assign its rights, obligations, title and interest in and to this Agreement (a) to any of its affiliates; (b) to any person succeeding to all or substantially all of the assets of Developer (whether voluntary or by operation of law).
- 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, or other permitted assignment hereunder, relieve Contractor of any obligations under this Agreement. Any assignee, transferee, or Sub-Contractor shall be considered the agent of Contractor and bound by all provisions of this Agreement. Contractor, 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 Contractor 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 an act, event or condition that has a material adverse effect on the rights or the obligations of such party under this Agreement and that is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement, including, without limitation: 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 (**Force Majeure Event**).
- b. **Reasonable Efforts to Remove or Eliminate Force Majeure Event.** PEA or Contractor 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. Contractor 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 one arbitrator. 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.** PEA and Contractor may not amend this Agreement unless the amendment is first reduced to writing and signed by PEA and Contractor. Any amendment is effective only in the specific instance and for the specific purpose identified in the amendment.
- b. **Request for Amendment.** Contractor may make a written request for an amendment to PEA; but no communication from Contractor shall constitute an amendment unless it results in a mutual written amendment in compliance with Section 17.a.

18. MERGER

- a. This Agreement, including any attached exhibits, constitutes the entire and integrated agreement between PEA and Contractor and supersedes all prior contracts, negotiations, representations or agreements, either written or oral. All prior and contemporaneous agreements between PEA and Contractor 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 Contractor 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 Contractor shall procure and maintain in full force and effect, the types and minimum limits of insurance specified herein for all claims based on events occurring during the term of this Agreement. 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 canceled or non-renewed; however, ten (10) days written notice will be provided if the insurance is canceled due to non-payment of the premium. Contractor 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. Contractor 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.

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 Contractors, 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 20.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. Contractor 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 the Contractor actually commence services or begin work (or continue work, in the case of insurance renewal) without providing the required evidence of insurance. Contractor shall furnish certified copies of the original policies required hereunder at any time within ten (10) days after a 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 Contractor’s indemnification obligations or limit Contractor’s liability to the limits of the policies of insurance required hereunder.

21. COMPLIANCE WITH LAWS

- a. **Applicable Laws.** Contractor shall comply with all federal, state, and local laws, ordinances, rules, regulations, and executive orders applicable to the Contractor’s

obligations to be performed under this Agreement. Contractor's failure or neglect to comply with all applicable laws, ordinances, rules, or regulations shall not relieve the Contractor 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 Contractor'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, Contractor releases and shall indemnify, defend, and hold harmless PEA, the City of Philadelphia, and their respective 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 Contractor or Contractor's agents, employees, or Sub-Contractors in performing Work required by this Agreement. However, a Contractor'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 Contractor's performance of professional services, Contractor 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 Contractor or Contractor's agents, employees, or Sub-Contractors 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. Contractor's Certification of Non-Indebtedness. Contractor hereby certifies and represents that Contractor and Contractor'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. Sub-Contractor's Certification of Non-Indebtedness. Contractor shall require all Sub-Contractors performing work in connection with the Agreement ("Sub-Contractor" shall also include suppliers providing goods or materials) to be bound by the following provision, and Contractor shall cooperate fully with the PEA in exercising the rights and remedies described below or otherwise available at law or in equity: "Sub-Contractor hereby certifies and represents that Subcontractor and Sub-Contractor'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 Contractor's performance under this Agreement, including but not limited to its billings and invoices, at Contractor's office. If so requested, Contractor 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 Contractor 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, Contractor 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. Contractor shall cooperate with all inspections and reviews conducted in accordance with the provisions of this Agreement. Such inspection and review of Contractor'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 demographics 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.** Contractor shall make available at Contractor'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.** Contractor 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. Contractor 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, Contractor 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 Contractor 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, Contractor 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. Contractor agrees to include the immediately preceding sentence, with appropriate adjustments for the identity of PEA and Contractor, in all subcontracts which are entered into pursuant to this Agreement. Contractor 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 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. Contractor must comply with the minimum wage standard and minimum benefits standard stated in Chapter 17-1300 of the Code and Executive Order 03-14 as amended from time to time. Chapter 17-1300 is accessible at https://codelibrary.amlegal.com/codes/philadelphia/latest/philadelphia_pa/0-0-0-212040 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:
 - i. 150% of the federal minimum wage or
 - ii. \$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 Sub-Contractors will be posted on the City's web site.
- d. Minimum Benefits
 - i. To the extent Contractor (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 Contractor (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, Contractor 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. Contractor 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, Contractor, 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 Contractor enters into contract with PEA or when such contract is amended. Absent a waiver, the Contractor shall also be responsible for the compliance of its Subcontractors with the requirements of Chapter 17-1300 and Executive Order 03-14. Contractor 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 Contractor, in its Subcontracts with such Sub-Contractors. An Contractor or any of Contractor'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 Contractor's failure to comply, or the failure of Contractor's Sub-Contractors 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

- a. 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:
- b. 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 Contractors are required to disclose any current PEA employees or officials who are employees or officials of the Contractor's firm, or who otherwise would have a financial interest in this Agreement.
- c. 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.
- d. 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. Contractor 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, Contractor 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 REENTRY EMPLOYMENT PROGRAM FOR RETURNING CITIZENS

- a. Contractor 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 Contractor'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	[Company Name]
By: _____	By: _____
Print Name: Emily Schapira	Print Name: _____
Title: President & CEO	Title: _____
	Philadelphia Commercial Activity License: _____

Attachment A:

AFFIDAVIT CONFIRMING CUSTOMER QUALIFICATION FOR
SOLARIZE PHILLY LMI INCENTIVE PROGRAM

AFFIDAVIT CONFIRMING CUSTOMER QUALIFICATION FOR SOLARIZE PHILLY

LMI INCENTIVE PROGRAM

The undersigned being duly sworn, deposes and says:

1. I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath.
2. I am [Insert Eligible Contractor's Title of Employment]____ of [Insert Company Name]_____, an entity formed and existing under the laws of Connecticut, and an Eligible Contractor under Solarize Philly ("Eligible Contractor").
3. _____ ("Customer"), a potential customer is interested in receiving the Low-to-Moderate Income incentive offered by the Philadelphia Energy Authority through Solarize Philly.
4. I understand that Eligible Contractor is responsible for verifying the income level of Customer and will make the determination as to whether Customer qualifies for the above-mentioned incentive.
5. In order to ascertain the qualifications of Customer for the program, I have reviewed and have kept on file (check box):
 - a. Last two pay stubs for all members of the household who are 15 years old and older earning more than \$3500 a year and a list of the number of members in the household to confirm whether Customer's household income level qualifies per the Solarize Philly Guidelines;
 - b. W2 from the previous year calendar year; or
 - c. Documentation of Customer's current enrollment in one of the following programs: (Check all that apply for all income-earners in the household)
 - Low Income Home Energy Assistance Program (LIHEAP) - **proof of CURRENT enrollment**
 - Basic Systems Repair Program (BSRP)- **within last month***
 - PECO Customer Assistance Program (CAP), PGW Customer Responsibility Program (CRP), or PWD Tiered Assistance Program (TAP) - proof of CURRENT enrollment
 - Supplemental Security Income -Social Security (SSI)- **annual letter**
 - Supplemental Security Disability Insurance - Social Security (SSDI not SSD)
 - Supplemental Nutritional Assistance Program (SNAP)- **monthly letter***
 - Women, Infants, and Children (WIC)- **monthly letter***
 - Temporary Assistance for Needy Families (TANF)- **monthly letter***
 - State-Administered General Assistance (SAGA) Medical Program- **annual letter**
 - Free Children's Health Improvement Program (CHIP) - annual letter
 - Past two (2) consecutive years of Individual Tax Return (IRS Form 1040)
***Must be in same month as form signed**
6. I Certify that as a result of this review, Customer has qualified for entrance into the LMI Incentive Program and acknowledge that improper certification of Customer shall subject Eligible Contractor, amongst other things, to criminal or disciplinary action imposed by the Philadelphia Energy Authority pursuant to the Eligible Contractor's participation in Solarize Philly and the LMI Incentive Program, including but not limited to, probation, suspension, or termination from program participation, and/or suspension or termination of incentive or loan payments.
7. I further certify that I am authorized to execute and deliver this affidavit on behalf of the Eligible Contractor.

Signature of Customer

Date

Printed Name

Affidavit Household Size & Statement of No Income: to be completed by Customer and verified by Eligible Contractor

List **ALL** individuals that live in my household: **15 years or older (check box)**

If No Income, please complete directly below:

I, _____, affirm that the individuals listed below are over the age of 15 years, live in my household, and have had no income in the four weeks before the date this affidavit is signed below. This means they have not received income from but not limited to work, a pension, unemployment or worker's compensation, benefits from the Social Security or Veteran's Administration, child support, interest, or any other income source.

List the individuals with **no current income** that live in my household.

I affirm that the information in this form is accurate.

Signature of Customer Date

Printed Name