[Insert PEA/PGCC Logo]

Contract for Services

This Independent Contractor Service Agreement including all Exhibits (**Agreement**) is entered into by and between [Philadelphia Energy Authority (**PEA**), a Pennsylvania municipal authority / Philadelphia Green Capital Corp. (**PGCC**), a Pennsylvania nonprofit corporation] and [Contractor Name] (**Contractor**) a [state] [type of entity], as of _____, 20__.

Background

A. PEA seeks systemic solutions to the City of Philadelphia's energy challenges and prioritizes projects and programs that support low- and moderate-income customers and will result in local job creation. PEA was established in 2010 focused on issues of energy affordability and sustainability for Philadelphia's government and its citizens.

B. PGCC is an affiliate of PEA and is a Pennsylvania nonprofit corporation that is qualified as a 501(c)(3) charitable organization to make and facilitate program-related investments for environmental action, lessening the burdens of government and promoting social welfare purposes. As a green bank in Southeast Pennsylvania, PGCC's mission is to connect projects to capital to drive a robust, equitable, clean energy market in the region.

C. [Describe Contractor] Contractor is engaged in the business of quality assessment inspections of solar and battery installations [and building energy efficiency installations and is experienced in [providing construction management services for such installations].

D. PEA launched Solarize Philly in April 2017 with the goal of establishing a scalable and replicable model to bring solar to underserved communities. Since then, the program has evolved into a platform for connecting property owners to approved solar companies to grow consumer trust and accelerate market growth in the five-county Southeast PA region. In 2020 and 2021, Solarize Philly operated a Solar Savings Grant Program (**SSGP**) that enabled 50 low- and moderate-income (**LMI**) households to go solar through a combination of a subsidy and a low-cost loan which had no upfront cost to the homeowners and allowed them to start saving in Year 1. PEA continues an ongoing inspection and maintenance program for those 50 homes. The Built to Last Program (**BTL**) operated by PEA and PGCC seeks to improve the condition of an aging housing stock throughout Philadelphia. BTL serves single-family owner-occupied homes where the occupant households earn 60% of area median income and below.

E. PGCC is a named subrecipient under the Pennsylvania Energy Development Authority (**PEDA**) Solar for All grant. Solar for All **(SFA)** is a program funded by the Greenhouse Gas Reduction Fund of the Inflation Reduction Act (**IRA**) (Public Law No. 117-169) and administered by the U.S. Environmental Protection Agency (**EPA**). The SFA program funds new and existing low-income solar programs, enabling households in low-income and disadvantaged communities to benefit from distributed solar energy. PEA and PGCC are expanding the existing Solarize program to the rest of Southeast PA (Bucks, Chester, Delaware, and Montgomery Counties) with the Solarize Greater Philadelphia (**SGP**) program. SGP will support LMI solar adoption with funding provided by EPA's SFA.

F. To assist in the administration of the Solarize Philly, SSGP, SGP, SFA, and BTL Programs, PEA and PGCC selected Contractor pursuant to an RFP dated April 16, 2025, to provide home and solar installation inspections as more fully described herein.

G. PEA/PGCC desires to retain Contractor to perform the Services, as hereinafter defined, and Contractor has agreed to perform those Services, subject to and upon the terms and conditions of this Agreement.

Agreements

In consideration of the Background and the mutual promises made herein, the Parties, intending to be legally bound, agree as follows:

1. Definitions

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

Agreement is defined in the Preamble.

BTL is defined in Paragraph D of the Background.

City means the City of Philadelphia.

Confidential Information is defined in Section 12.

Contractor is defined in the Preamble.

Customer means any recipient of a solar or battery installation [or of an energy efficiency installation] under a program operated by PEA/PGCC.

EPA is defined in Paragraph E of the Background.

Exhibit means an Exhibit to this Agreement.

Force Majeure Event is defined in Section 16.a.

Good Industry Practice means those practices, methods and acts that at any particular time, in the exercise of reasonable judgment, and consistent with current solar industry or

energy services industry practices (as applicable), would have been expected to accomplish the desired result in the manner consistent with applicable law, applicable codes, and standards of reliability, safety, efficiency and environmental protection in effect at such time, including the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced solar contractor or energy services contractor engaged in the same type of undertaking under the same or similar circumstances.

Initial Term is defined in Section 2.

IRA is defined in Paragraph E of the Background.

Party means either PEA/PGCC or Contractor.

PEA is defined in the Preamble.

PEDA is defined in Paragraph E of the Background.

PGCC is defined in the Preamble.

Services are defined in Section 3.

SFA is defined in Paragraph E of the Background.

SGP is defined in Paragraph E of the Background.

Solarize Philly is defined in Paragraph D of the Background.

SSGP is defined in Paragraph D of the Background.

Program means a program described in the Scope of Work.

Renewal Term is defined in Section 2.

Scope of Work is defined in Section 3.

Term is defined in Section 2.

2. Term of Agreement

This Agreement is effective as of the date in the first paragraph of the Agreement and will continue through December 2026 (the **Initial Term**), with the option to renew the Contract in one-year increments (each, a **Renewal Term**) up to 3 times, with the final renewal terminating December 2029 (if all renewal options are exercised). PEA/PGCC may, with Contractor's consent, expand the scope of work under the Contract to incorporate one or more future solar or energy efficiency installation programs that they operate during the term (including extensions, as applicable).

3. Services

Contractor shall perform the services (**Services**) described in Exhibit A (**Scope of Work and Payment Provisions**).

4. Method of Performing Services

Except as specifically set forth in the Scope of Work:

a. Contractor will determine the method, details, and means of performing the Services; and
b. Contractor will supply all tools, equipment, and supplies required to perform the Services.

5. Compensation and Expenses

PEA/PGCC shall pay to Consultant for its Services based on completion of assigned inspections including all required reports and supervision of repairs to installations when included. Payments will be made upon submission by Contractor not later than the 15th day of each month of a report of all inspections completed during the prior month together with its invoice for all completed inspections at the prices determined pursuant to Exhibit A (**Scope of Work and Payment Provisions**). All invoices, and any payment related inquiries, should be sent to Accountspayable@philaenergy.org for processing. PEA/PGCC will make payments of all undisputed amounts in an invoice within 30 calendar days after submission of an invoice by Contractor. There shall be no offsets of any kind or nature to the invoices submitted by Contractor.

Contractor must provide PEA/PGCC with a signed IRS Form W-9 and PEA/PGCC shall issue an IRS Form 1099 in connection with the payments which Contractor receives hereunder.

6. Obligations of PEA/PGCC

For each inspection requested PEA/PGCC will provide information identifying the location of the installation, the contract specifications of the installation, the name and contact information of the building owner or other responsible party, and the name and contact information of the installer, and will otherwise use its reasonable efforts to assist the Contractor.

7. Customer/Program Participant Protections

a. *Privacy***.** Any customer or participant contact information or other personal information supplied to Contractor as part of the Program may be used only for performing the Services in accordance with the Program and not for any other purposes. Contractor shall not share this customer or participant information with any third party.
b. *Photos and Recordings.* Contractor will not use or publish any photos or any audio or video recordings of PEA/PGCC program participants or their buildings without written consent from the participant. If the photo or recording is of a participant

that is under 18 years old, Contractor must have written consent of the participant's parent or guardian in order to use or publish any photos or recordings of PEA/PGCC program participants.

c. *Service Level***.** The Contractor will exercise a high level of Customer service and perform the Services at all times in an ethical, professional, and courteous manner. Customer complaints regarding unprofessional behavior by the Contractor will be grounds for termination under the Agreement.

8. Job Posting and Reporting

Contractor must share all job postings with PEA/PGCC so that PEA/PGCC can help identify diverse candidates from the City of Philadelphia.

9. Contractor Marketing

Contractor may only use PEA/PGCC's name and logos on marketing or advertising materials with prior approval from PEA/PGCC.

10. Proprietary Rights

Contractor acknowledges that the deliverables specified in the Scope of Work are "work for hire" and hereby transfers and assigns to PEA/PGCC the ownership of all deliverables including all copyrights to works of authorship created by Contractor on behalf of PEA/PGCC. Contractor represents and warrants that it has good title to all deliverables and that they do not infringe the intellectual property rights of others.

11. Confidentiality

a. In providing Confidential Information to PEA, Contractor acknowledges that PEA is subject to the Pennsylvania Right-to-Know Law, (65 P.S. § 67.101 et seq.) and Contractor will segregate and mark Confidential Information it provides with the specific provision of the Right-to-Know Law that it believes provides an exemption from disclosure. Subject to PEA's obligations under the Right-to-Know Law, neither party will disclose to any person or entity, directly or indirectly, without the prior written approval of the other, any confidential information relating to the other party obtained by virtue of this Agreement, except on a confidential basis to its business, legal and financial advisors or as required to be disclosed under applicable law or by legal process. "**Confidential Information**" will include, but not be limited to software, technical processes and formulas, source or object code, product designs, sales cost and other unpublished financial information, program and business plans, revenues, usage rates, customer data, and marketing data. Confidential Information does not include any information that is, (i) generally

known or available to the public through no act of the receiving party, (ii) already known to the receiving party at the time of receiving the Confidential Information, (iii) independently developed by the receiving party; or (iv) furnished to the receiving party by a third party with the right to do so.

b. The Receiving Party may disclose Confidential Information when required to do so by law, a court of competent jurisdiction, any governmental agency having supervisory authority over the business of the Disclosing Party, or by any administrative body or legislative body (including a committee thereof) with jurisdiction to order either Party to divulge, disclose or make accessible such information. Prior to making such required disclosure, the Receiving Party will promptly notify the Disclosing Party of its receipt of an order or similar directive, including a Right to Know Act appeal, potentially compelling disclosure so that the Disclosing Party may challenge such order, directive or appeal.

12. Standard of Care

a. If Contractor provides professional services under this Agreement, Contractor shall perform the Services in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care, skill, and diligence ordinarily exercised by members of the profession currently practicing under similar conditions.

b. The Contractor shall perform, or cause to be performed, its services in accordance with the specific standards, methods and requirements set forth in this Agreement, all applicable laws, rules and regulations applicable to the Services, and good industry practice. Contractor shall maintain all licenses required to perform the Services.

13. Insurance

At all times during the term of this Agreement, Contractor and its subcontractors, shall maintain in full force and effect, at its expense, the insurance required by Exhibit B (**Required Insurance**).

14. Indemnity

a. *Indemnity.* Contractor agrees, to the fullest extent permitted by law to, indemnify, and hold harmless PEA/PGCC, its affiliates, and their respective agents, employees, offices, directors, and owners, from and against all liabilities, costs, expenses, claims, disputes, damages, lawsuits, losses, or assessments (including reasonable attorney's fees) suffered or incurred in connection with any claim asserted related to Contractor's performance under this Agreement by any party (regardless of the form of or forum in which such claim may be asserted) whether

(1) caused by Contractor's negligent or willful act or omission, or that of anyone employed, retained, or utilized by Contractor or (2) based upon events or activities of Contractor during the rendering or performance of, or attempts to render or perform the services for PEA/PGCC in accordance with this Agreement.

b. *Payments.* Any amount reasonably required to be paid pursuant to the above shall be paid to PEA/PGCC on demand and may, at PEA/PGCC's option, be deducted from or offset against any debt, obligation, or liability of PEA/PGCC to Contractor in such order as PEA/PGCC deems advisable.

15. Force Majeure

a. *Force Majeure Event*. Neither Party shall be held responsible for delay or default caused by war, insurrection, acts of terrorism, strikes, lockouts, labor disputes, riots, terrorist acts or other acts of political sabotage, volcanoes, floods, earthquakes, fires, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, a change in law or regulation, unusually severe weather, or any other act or circumstance beyond PEA/PGCC or Contractor's reasonable control and without fault or negligence of the Party (**Force Majeure Event**).

b. *Reasonable Efforts to Remove or Eliminate Force Majeure Event*. The Party 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 the 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.

16. Representations of the Contractor

The Contractor represents and warrants that:

a. it is duly organized and in good standing in the jurisdiction of its organization and, if not organized in the Commonwealth, is licensed to do business as a foreign corporation in the Commonwealth;

b. it has the power, authority and legal right to enter into and perform this Agreement and the Contractor's execution and delivery of, and its performance under, this Agreement will not violate the Contractor's organizational documents or any judgment, order, law or regulation;

c. no consent, permission or approval is required for the valid execution and delivery by the Contractor of this Agreement or for the Contractor's performance hereunder, except those that have been obtained; and
d. this Agreement has been duly authorized, executed and delivered by the Contractor and constitutes a legal, valid and binding obligation of the Contractor, enforceable in accordance with its terms, except to the extent limited by bankruptcy or similar laws or by general equitable principles concerning remedies.

17. Termination for Convenience

a. PEA/PGCC and Contractor may terminate the Agreement at any time by mutual written consent.
b. PEA/PGCC may, at its sole discretion, terminate the Agreement, in whole or in part, upon no less than thirty days' written notice to Contractor. The Contractor should use the period between the notice and termination to wrap up existing work with a focus on completing deliverables already undertaken, rather than commencing new tasks unless otherwise directed by PEA/PGCC.

18. Termination for Cause

a. *For Cause by PEA/PGCC*. PEA/PGCC may terminate the Agreement, in whole or in part, immediately upon notice to Contractor, or at a later date as PEA/PGCC 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 Services under the Agreement are prohibited.
    ii. Contractor no longer holds a license or certificate that is required to perform the Services.
    iii. Contractor materially breaches a covenant.
    iv. Any representation or warranty made by Contractor in Section 16 is false or misleading in any material respect when made or when deemed made or repeated.
    v. The insolvency, liquidation, or bankruptcy of Contractor.
b. *For Cause by Contractor*. Immediately upon notice to PEA/PGCC, or at such later date as Contractor may establish in its notice to PEA/PGCC, upon occurrence of either of the following events:
    i. PEA/PGCC does not make payments required under this Agreement.
    ii. PEA/PGCC 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 Contractor.

19. Remedies

In the event of termination pursuant to Section 18(a) or 18(b), the non-defaulting party shall have any remedy available to it in law or equity. If PEA/PGCC terminates the Agreement and it is determined for any reason that Contractor is not in default under Section 18(a), then the rights and obligations of PEA/PGCC and Contractor shall be the same as if the Agreement were terminated pursuant to Section 17(b) of the Agreement.

20. Post-termination Procedures

Upon expiration or earlier termination of this Agreement for any reason, all rights and obligations of the parties shall cease, except:

a. Obligations for the payment of money that accrue prior to the date of termination shall survive termination.
b. Contractor shall deliver to PEA/PGCC all materials or deliverables prepared for PEA/PGCC during the term of this Agreement.
c. Contractor's obligation to indemnify PEA/PGCC under Section 14 shall survive termination.
d. The parties' obligations under Section 11 (Confidentiality) shall survive termination.
e. Contractor's obligation relating to customer and participant information under Sections 7(a) and 7(b) shall survive termination.

21. 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/PGCC 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 checks, 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 in the City of Philadelphia. 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. *Inspection.* All services and materials provided under this Agreement shall be subject to inspection and review by PEA/PGCC and 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 consumers, review of staffing ratios and job descriptions, verification of account accuracy, and meetings with any staff members who are either directly or indirectly involved in providing services and materials under this Agreement.

c. *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/PGCC representative, or the Pennsylvania Auditor General, and any other federal, state or City auditors.

d. *Retention of Records*. Contractor shall retain all records, books of account and documentation pertaining to this Agreement for a period of five years following expiration or termination of this Agreement; however, if any litigation, claim, or audit is commenced prior to expiration of said five 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, of if Applicable Law requires a longer period, then the records shall be retained for such longer period.

22. Tax Indebtedness

a. *Certificates Required.* PEA/PGCC does not wish to do business with tax delinquents or other businesses indebted to the City. In furtherance of this policy, the certifications below 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. *Subcontractor's Certification of Non-Indebtedness***.** Contractor shall require all Subcontractors performing work in connection with the Agreement ("Subcontractor" shall also include suppliers providing goods or materials) to be bound by the following provision, and Contractor shall cooperate fully with PEA/PGCC in exercising the rights and remedies described below or otherwise available at law or in equity: "Subcontractor hereby certifies and represents that Subcontractor and Subcontractor's parent(s) and subsidiary(ies) are not currently indebted to the City of Philadelphia ("City") and will not at any time during the

term of this Agreement, including any extensions or renewals thereof, be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established."

23. Nondiscrimination

a. Contractor must uphold the terms of the City 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/PGCC 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 the Agreement and shall entitle PEA/PGCC to all rights and remedies as provided herein or otherwise available to PEA/PGCC at law or in equity. Contractor agrees to include the immediately preceding sentence, with appropriate adjustments for the identity of PEA/PGCC and Contractor, in all subcontracts which are entered into pursuant to the 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 so cooperate shall constitute an event of default under the Agreement entitling PEA/PGCC to all rights and remedies as provided herein or otherwise available to PEA/PGCC at law or in equity.

24. Philadelphia 21st Century Minimum Wage and Benefits Standard

Contractor must uphold the minimum wage standard and minimum benefits standard stated in Chapter 17-1300 of the Code and Executive Order 03-14. Chapter 17-1300 is accessible at http://library.amlegal.com/nxt/gateway.dll/Pennsylvania/philadelphia_pa/title17contractsandprocurement/chapter17-1300philadelphia21stcenturymin?f=templates$fn=default.htm$3.0$vid=amlegal:philadelphia_pa and Executive Order 03-14 is accessible at http://www.phila.gov/ExecutiveOrders/Executive%20Orders/EO%203-14.pdf.

A summary of the requirements under Chapter 17-1300 and Executive Order 03-14 is as follows:

a. *Minimum Wage*

i. As of January 1, 2016, and during each year thereafter, provide their covered employees with an hourly wage, excluding benefits, that is no less than the result of multiplying $12 by the then current CPI Multiplier as annually adjusted.

ii. For purposes of determining the minimum hourly wage required under (1) above, the CPI Multiplier is an annual calculation made by the City's Director of Finance to take effect as of January 1 of each year. The CPI Multiplier is calculated by dividing the most recently published Consumer Price Index for all Urban Consumers (CPI-U) All Items Index, Philadelphia, Pennsylvania, as of January 1st of each year, by the most recently published CPI-U as of January 1, 2015. The then-current minimum hourly wage applicable to City contractors and subcontractors will be posted on the City's web site.

b. *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/PGCC all documents and information as PEA/PGCC 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 Agreement with PEA/PGCC or when such Agreement is amended. Absent a waiver, 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/PGCC and Contractor, in its Subcontracts with such subcontractors. A 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/PGCC, be suspended from the Program or from bidding on and/or participating in future PEA/PGCC contracts for up to three (3) years.

v. The Contractor's failure to comply, or the failure of Contractor's subcontractors to comply with the requirements of Chapter 17-1300 or Executive Order 03-14 shall constitute a substantial breach of this Agreement entitling PEA/PGCC to all rights and remedies provided in this Agreement or otherwise available at law or in equity.

25. Ethics Requirements

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

a. *PEA/PGCC Employee Interest in PEA/PGCC 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 or PGCC employee or official, or any firm in which a PEA or PGCC employee or official has a direct or indirect financial interest. All Contractors are required to disclose any current PEA or PGCC employees or officials who are employees or officials of the Contractor's firm, or who otherwise would have a financial interest in the contract.

b. *Conflict of Interest***.** Both the State Ethics Act and the City Ethics Code prohibit a public employee from using his/her public office or any confidential information

gained thereby to obtain financial gain for himself/herself a member of his/her immediate family, or a business with which he/she or a member of his/her immediate family is associated. "Use of public office" is avoided by the employee or official publicly disclosing the conflict and disqualifying himself/herself from official action in the matter, as provided in the Philadelphia Code Section 20-608.

c. *Executive Order 10-16: Gifts.*

   i. Pursuant to Executive Order 10-16, no PEA/PGCC 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/PGCC 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/PGCC 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.

26. Chapter 17-1800 of the Philadelphia Code: Philadelphia Re-Entry Employment Program for Returning Citizens

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/PGCC 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.

27. Federal Requirements

Because the SFA program and portions of the BTL program are funded by the federal government, any Contractor participating in SFA and Department of Energy funded work must comply with and require any subcontractor to comply with the requirements set forth in Exhibit C (**Federal Contracting Requirements**).

28. Miscellaneous

a. *Representatives:*
   i. Each party shall appoint a representative who is authorized to act generally on its behalf.
   ii. Each party shall provide notice to the other party setting forth the name, address, day and night telephone numbers, and e-mail addresses of its representative.

b. *Notices.*
   i. Unless otherwise specifically provided in this Agreement, all notices, consents, waivers, authorizations and approvals given under this Agreement must be in writing and may be telecopied, delivered by hand, emailed, mailed by first class, registered mail (return receipt requested) or sent by FedEx or similar courier service and addressed as follows:

If to the Contractor:	With a copy to:
If to PEA:	With a copy to:
If to PGCC:	With a copy to:

   ii. Each party may change the address to which its communications are delivered by giving notice to the other party. Any communication given in accordance with this Section will be deemed to have been given to a party upon its receipt thereof.

c. *Assignment***.** Contractor shall not assign, sell, subcontract, dispose of or transfer rights or delegate its duties under this Agreement, and Contractor's rights under this Agreement may not be assigned or transferred by operation of law, change of control, or merger, either in whole or in part, without PEA/PGCC's prior written consent.

d. *Counterparts.* This Agreement may be executed in any number of counterparts that, taken together, will constitute one and the same agreement.

e. *Headings*. Headings and subtitles used in this Agreement are for the purpose of convenience only, and no heading or subtitle may be construed to modify or be used to interpret the text of any section.

f. *Further Assurances.* The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

g. *Relationship of the Parties.* Contractor is an independent contractor. Nothing in this agreement shall be interpreted to create a partnership or make Contractor a coventurer or an agent of PEA/PGCC except as specifically provided in the Scope of Work. Employees, subcontractors or agents of Contractor shall not be deemed to be employees of PEA/PGCC for any purpose.

h. *Governing Law*. 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. Each party consents to jurisdiction and venue in courts in the Commonwealth of Pennsylvania.

i. *Severability*. 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.

j. *Amendment.* PEA/PGCC and Contractor may not amend this Agreement unless the amendment is first reduced to writing and signed by PGCC and Contractor. Any amendment is effective only in the specific instance and for the specific purpose identified in the amendment.

k. *Merger*. This Agreement, including any attached exhibits, constitutes the entire and integrated agreement between PEA/PGCC and Contractor with respect to the [Solarize Philly, SSGP, SGP, SFA, and BTL program(s)] and supersedes all prior contracts, negotiations, representations or agreements, either written or oral. All prior and contemporaneous agreements between PEA/PGCC and Contractor on the matters contained in this Agreement are expressly merged and superseded by this Agreement.

l. *Benefit of this Agreement.* Nothing in this Agreement provides any benefit to any third party or entitles any third party to any claim, cause of action, remedy or right of any kind; provided that [__] is an intended third-party beneficiary of this agreement.

m. *Compliance with 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.

n. *Electronic Signatures.* The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, a telefaxed, electronic signature or signature that is transmitted electronically of either party whether upon this Agreement or any related document shall be deemed valid and binding and admissible by either party against the other as if same were an original ink signature.

Signatures

As evidence of their intent to be legally bound, the parties have signed this Agreement as of the date set forth in the first paragraph.

[Philadelphia Energy Authority/ Philadelphia Green Capital Corp.]	**[Contractor]**
By:_____	By:_____
[Name]	[Name]
[Title]	[Title]
	_____
	[City of Philadelphia Business License No. or EIN if Contractor is not required to hold a Philadelphia Business License]:

Exhibit A

Scope of Work and Payment Provisions

1. Scope Options

1.1. Scope Option 1: Solar and Battery Quality Assurance Assessment (QAA) Inspections (Residential and Commercial), Coordination of Installer Repairs, and Enabling Upgrade Inspections

Contractors will conduct QAA inspections and coordinate with installers to correct deficiencies for up to 200 residential solar projects per year under the Solarize Philly program and its potential expansion into the Solarize Greater Philadelphia program, up to 50 residential solar projects every other year under SSGP, and 50-150 residential solar homes per year under the SFA program contingent upon funding availability. An estimated 10-50 of these systems each year will also require battery storage inspections. PEA may need to occasionally inspect larger commercial projects. These projects will be shared with Contractor on an as-needed basis, and Contractor will be asked to quote a price based on the specific property. PEA and PGCC do not guarantee a minimum amount of work to Contractor. After completing the QAA inspection, Contractor will provide the finished report to PEA/PGCC.

For certain projects (to be determined by PEA/PGCC), the Contractor will also share the results with the installer and ensure any issues are corrected. In these cases, Contractor will highlight any critical failures, contact the installer, set a reasonable timeline for the Installer to correct failures/deficiencies, and confirm the Installer made the correction by reviewing pictures submitted to them by the Installer. Contractor will not be required to conduct second inspections, unless absolutely necessary. The Contractor's report will document non-critical failures; on a case-by-case basis, PEA/PGCC may request that these non-critical findings be included in the Contractor's communication and remediation plan with the installer. Contractor will provide a high-level summary of the inspection and corrections to PEA/PGCC. This service is referred to as "Installer Repair Management" in the pricing request form.

For certain projects under the SFA program, Contractor will also conduct QAA inspections of completed solar-enabling roof repairs and electrical upgrades that were necessary to deploy or maximize the benefits of a residential rooftop solar project. PGCC anticipates up to 40% of SFA solar inspections will be paired with enabling upgrades inspections. PEA/PGCC do not guarantee a minimum amount of work to the Contractor. After completing the QAA inspection, Contractor will provide the finished report to PEA/PGCC and provide installer repair management, as defined above, when requested by PEA/PGCC, coordinating directly with installers to manage corrections.

1.1.1. Ability to inspect all housing and roof types in Southeast PA

Contractor will conduct QAA inspections on all types of housing and commercial buildings found in the five-county region of Philadelphia and is expected to follow the agreed upon fee schedule that accounts for variations in building type and accessibility. Contractor must be able to

justify their criteria for differentiating between basic and complicated projects when invoicing for work. The Contractor should coordinate work to minimize the impact of these additional costs, such as scheduling all work that requires a cherry-picker rental on the same day. Inspections will be paid on a per-project basis.

Contractor will also conduct inspections for battery storage and ground-mounted systems. Battery storage inspections are anticipated to always be done in conjunction with a solar inspection, but the majority of solar inspections will not have battery storage.

Contractor will be asked to quote a price for commercial projects, as needed, based on the specific property.

Contractor should expect to service a wide variety of housing, buildings, and roof types which may include, but are not limited to the following:

a. Attached two, three, and (rarely) four-story homes with flat/low pitched roofs. Access to upper roofs is often possible from lower roofs – rowhomes or town homes.
b. Semi-detached twin or duplex homes with roof combinations that can include: flat, pitched, and mansard. Two, three (most common) and four-story homes – twin or Victorian.
c. Single, detached homes, single or multiple stories, with a sloped roof (range of pitches) – ranch, bungalow, cape cod, craftsman, etc.
d. Multifamily properties up to four stories tall.
e. Commercial properties up to four stories tall.

1.1.2. Additional Process Details for Scope 1

PEA/PGCC will select projects for inspection and detail the type of inspection services required, such as property type, enabling upgrades inspection, battery storage inspection, and/or installer repair management, in the project assignment. Contractor will respond as to whether the home's roof access will be considered basic or complicated, as described in section 1.1.1 above. PEA/PGCC will then either approve the project for inspection or select an alternate.

PEA/PGCC will then conduct initial outreach to the homeowner, informing them that the Contractor will be calling. The Contractor will then be responsible for scheduling with the homeowner and coordinating any additional resources needed for the inspection. Once the inspection is complete, Contractor will share the QAA report with PEA/PGCC within 5 business days.

For inspection projects where installer repair management is not required by PEA/PGCC, the Contractor's work is complete after submitting the QAA inspection report. PEA/PGCC should be invoiced for only the cost of the inspection.

If PEA/PGCC stated that an inspection project would require installer repair management and if the inspection does not find critical repair issues, the Contractor will report

that no installer repair management is required because there are no issues that need a resolution. This will be included in the submitted QAA inspection report and the Contractor's work is complete. PEA/PGCC should be invoiced for only the cost of the inspection (not including the additional cost of installer repair management though the project was eligible).

If PEA/PGCC stated that an inspection project would require installer repair management and if the inspection does find critical repair issues, Contractor will report that repair management is necessary in the QAA inspection report. Contractor will also share the QAA report, with deficiencies, with the solar installer electronically within 5 business days of completion of the inspection. The Contractor will then start the installer repair management work - they will highlight the issues that need to be corrected with the installer and coordinate with the installer to ensure the issues are resolved. Once the issues are resolved, the Contractor will provide a high-level report with a summary of the resolution to PEA/PGCC within one month of the initial inspection. The Contractor will report all major safety concerns or system shutdowns directly to PEA/PGCC within 24 hours of the inspection. PEA/PGCC should be invoiced for both the cost of the inspection and for installer repair management).

1.1.3. QAA Inspection Requirements

Inspections should be performed based on the latest adopted National Electrical Code (NEC) and solar industry standards and best practices.

a. Visual Inspection of Project Site and photo documentation
    i. General system aesthetics (array leveling, efficient conduit routing, etc.), wire management, safety, and serviceability
    ii. Visual inspection of the electrical tie in (supply-side or load-side connection)
    iii. Visual inspection of the mechanical aspects of the system (racking, conduit, etc.)
b. Visual Inspection of Inverter and photo documentation
c. Visual Inspection of Array and photo documentation
d. Visual Inspection of Grounding Method and photo documentation
e. Visual Inspection of all Roof Penetrations and photo documentation
    i. When attic access is available, ensuring there is no evidence of water intrusion resulting from the solar installation
f. Visual Inspection of Balance of System and photo documentation
g. Visual Inspection of DC Distribution and J-Box and photo documentation
h. Visual Inspection of AC Distribution and photo documentation
i. Visual Inspection of Monitoring System and photo documentation
j. Visual Inspection of Labels and photo documentation
    i. Adherence to NEC labeling requirements
k. Complete and thorough inspector remarks for all deficiencies noted citing specific code reference

l. Complete Shade Analysis Report
m. Site specific information including on-site weather, time of day, tilt, azimuth, and irradiance measurements

The following will be excluded from the Contract Agreement:

a. Electrical diagnostic which cannot be performed based on visual inspection.

1.1.3.1. Specific additional requirements for the 50 homes in the SSGP program

PEA is contracted to provide maintenance services on 50 homes from the SSGP program every two years. Contractor will follow the same process as described in Section 1.1.2, but will repeat inspections on a two-year cycle. The PEA requirement for these 50 projects includes the following specific points of inspection:

a. Inspecting for damage to or dirt buildup on panels
b. Checking for loose hanging wires around the array and those within the array that can be accessed and conducting basic wire management maintenance;
c. Inspecting terminations within electrical enclosures (including the inverter, AC Disconnect, and Main Service Panel) to ensure wires are terminated well;
d. Fastener tightening (nuts and bolts) around the perimeter of the array;
e. Inspecting penetrations around the periphery of systems with roof penetrations to make sure they are watertight;
f. Ensuring that the roof drainage is adequate, roof drains are not clogged, and there are no signs of water pooling in the vicinity of the array;
g. Checking for vegetation growth or other new items creating shade (including conducting an updated Solmetric Suneye shading analysis);
h. Inspecting expansion joints to confirm their efficacy;
i. Checking for cleanliness throughout the site (debris in the inverter pad area or elsewhere);
j. Removing moderate amount of installation debris (such as wire insulation stripping, fasteners, installation hardware, or other debris);
k. Checking for signs of animal infestation under the array;
l. Review of actual production compared with estimated production and identification of potential causes for discrepancy.

1.2. Scope Option 2: Home Inspections: Energy Efficiency and General Construction

PEA and PGCC seek Contractors who will be able to conduct either or both of the following types of home inspections on single-family residential homes:

1.2.1. Energy Audits and Quality Control Inspections

Contractor will conduct a combination of pre- and post-work inspections. Pre-work inspections will include health and safety testing and energy modeling to inform scope development for energy efficiency and weatherization work scopes. Inspectors will be asked to

identify opportunities for installation of energy conservation measures, including weatherization, insulation, lighting, HVAC equipment replacement, domestic hot water replacement, appliance replacement, window and exterior door repair or replacement. Post-work inspections will include health and safety testing as well as Quality Control Inspections to ensure that work was performed in accordance with code, industry best practices, and work specifications. Contractors must follow Building Performance Institute (BPI) home energy audit processes and provide audit reports and test results to PEA/PGCC in an approved format.

1.2.2. General Whole-Home Inspections

Contractor will conduct a combination of pre- and post-work inspections. Pre-work inspections will identify deficiencies with the building structure and envelope, basic systems (plumbing, electric, heating, ventilation, and air conditioning (HVAC)), environmental hazards (e.g. mold, asbestos, lead)), and safety risks, as well as opportunities for weatherization and energy efficiency upgrades. These observations will inform the development of the project work scope. Post-work inspections will be performed to ensure that all major health and safety issues have been resolved, and that all work performed was done in accordance with building codes, industry best practices, and program work specifications. Contractor must provide thorough assessment results, reports, and photos to PEA/PGCC in pre-approved format.

2. Pricing of Services

[To come from proposal]

Exhibit B

Required Insurance

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

Coverage Requirements:

1. Workers' Compensation and Employers' Liability.
    a. Workers' Compensation Statutory Limits.
    b. 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.
2. General Liability Insurance:
    a. Limit of Liability: $1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; $2,000,000 general aggregate and $2,000,000 aggregate for products and completed operations. PEA/PGCC may require higher limits of liability if, in PEA/PGCC's sole discretion, the potential risk warrants.
    b. 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. Accident Death & Dismemberment (AD&D).
    d. Limit of Liability: $250,000 aggregate.

3. Automobile Liability Insurance:
    a. Limit of Liability: $1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
    b. Coverage: Owned, non-owned, and hired vehicles.
4. Changes to Insurance Requirements. From time to time, and in any event not more frequently than once per year, PEA/PGCC may reasonably adjust the amounts, types and deductibles of the insurance coverage required.
5. 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.
6. Certificates of Insurance. Certificates of insurance evidencing the required coverages must specifically reference this Agreement and shall be submitted to PEA/PGCC 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/PGCC, but under no circumstances shall 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 written request by PEA/PGCC.
7. 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.

Exhibit C

FEDERAL CONTRACTING REQUIREMENTS

In this contract and in its contracts with subcontractor(s), Contractor must comply with all applicable federal and Environmental Protection Agency requirements now and hereafter enacted, including the requirements laid out below. However, if a Contractor is able to demonstrate to PGCC/PEA the inapplicability of certain terms and conditions here, PGCC/PEA reserves the right to exclude such provisions.

1. Clean Air Act and Water Pollutions Control Act (only for contracts in excess of $150,000)
    a. Contractor agrees to comply with all applicable standards, order or regulations issued pursuant to the Clean Air Act, as amended 42 USC 7401 et seq., 2 CFR Appendix-II-to-Part-200(G).
    b. Contractor agrees to report each violation to the contracting entity and understands and agrees that the contracting entity will, in turn, report each violation as required to assure notification to the grantor federal agency and the appropriate Environmental Protection Agency Regional Office.
    c. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.
    d. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 USC 1251 et seq.
2. Requirements under the Code of Federal Regulations
    a. Overall

    Contractor must assist PGCC/PEA in meeting its responsibilities under the federal requirements, including by providing PGCC/PEA with information, documents, and records in the format requested by PGCC, PEA, Pennsylvania Energy Development Authority (PEDA) and/or federal or state auditors. See generally, 2 CFR §200.332; 2CFR §200, Subpart D; 2CFR §200, Subpart F.

    b. Reporting and Program Requirements
        i. Contractor must enable site visits to review program operations. 2 CFR §200.332(f)(2).
        ii. Contractor must meet all reporting requirements as needed to enable PGCC/PEA to comply with the requirements described in the SFA terms and conditions, including Contractor's "grant-related activities" SFA Terms and Conditions, at II.A. Examples include, but are not limited to, information, documents, and records in:

1. financial statements and reports, including certifications listed in 2 CFR §200.415;
2. performance reports;
3. programmatic reports, including, but not limited to, information on environmental results; and
4. audit findings.

c. Subcontractor Payment Requirement

Contractor must pay the subcontractor within 30 days of receiving payment from PGCC/PEA. 40 CFR §33.302(a).

d. Requirements for Good Faith Efforts with Disadvantaged Business Enterprises (DBEs)

i. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

ii. Contractor must notify PGCC/PEA before any termination for convenience of a DBE. 40 CFR §33.302(b).

iii. Contractor must apply the six good-faith efforts described in 40 CFR §33.301 if replacing a subcontractor due to its failure to complete work for any reason.

iv. Contractor must apply the six good-faith efforts described in 40 CFR §33.301 even if Contractor has achieved its fair share objectives per 40 CFR 33, Subpart D.

v. [Reserved per EPA Memo dated 3/8/2016, "Suspended Use of Forms Associated with Disadvantaged Business Enterprises in Financial Assistance Agreements"].

vi. Contractor must provide information on its total procurement and DBE procurement annually to enable PGCC/PEA and PEDA to complete EPA Form 5700-52A.

e. Record Retention

i. Contractor must collect, transmit, and store the award information in open and machine-readable formats, further described in 2 CFR §200.336.

ii. Contractor must retain all records for three years from the date of submission of PGCC's final financial report to PEDA and EPA, in compliance with record requirements limited to 2 CFR §200.334 provisions. PGCC will provide the Contractor with the date of submission of PGCC's final report.

f. Prohibition on Subcontracting

Contractor must not further contract with parties listed on the governmentwide exclusions in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Com., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." 2 CFR Appendix-II-to-Part-200(H).

g. Telecommunications

Contractor must not use the funds to either procure or obtain, or extend or renew contracts to procure or obtain or enter into contracts to procure, or obtain covered telecommunications equipment or services produced by entities described in section 889 of Public Law 115-232. 2 CFR §200.216.

h. Byrd Anti-Lobbying Certification

For awards $100,000 or more, Contractor must file the required certification (provided in the RFP as Attachment 1) wherein each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence and officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC 1352; and each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.). 2 CFR Appendix-II-to-Part-200(I). Such disclosures are forwarded from tier to tier, up to the recipient. Contractor language for the required certification can be found as EPA Form 6600-6.

i. Domestic Preference

i. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this award. 2 CFR §200.322.

ii. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

j. Procurement of Recovered Materials

i. The contractor should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy. 2 CFR §200.323.

k. Remedies

i. Contractor understands and agrees that non-compliance with these requirements, and/or any applicable federal or state laws may result in remedies and/or penalties pursuant to [Section X of QAA/FP contract].

ii. [(only in QAA-K if it exceeds $250,000) In case of breach of terms of contract, Contractor will be subjected to the remedies provided for in Section 19. 2 CFR Appendix-II-to-Part-200(A).]

3. Copyright and Data Rights (if applicable)

a. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works.

b. Contractor grants to the contracting entity, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data.

c. For data required by the contract but not first produced in the performance of this contract, Contractor will identify such data and grant to the contracting entity or

acquire on its behalf a license of the same scope as for data first produced in the performance of this contract.

d. Upon or before the completion of this contract, Contractor will deliver to the contracting entity data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the contracting entity.

4. Requirements under the Equal Employment Opportunity Provisions

Pursuant to 41 CFR 60-1.4, 2 CFR Appendix-II-to-Part-200(C), and The Philadelphia Code Chapter 9-1100, Contractor must comply with equal employment opportunity provisions to the extent it is not exempt from said requirements.

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(2) [Reserved]”

2 CFR Appendix-II-to-Part-200(C).