



**PHILADELPHIA
GREEN CAPITAL CORP**
ACCELERATING OUR CLEAN ENERGY FUTURE

Independent Contractor Service Agreement

This Independent Contractor Service Agreement including all attachments (**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 **[redacted]**, 20**[redacted]**.

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 operates Solarize Greater Philadelphia (**SGP**), which was launched in 2017 as Solarize Philly 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.
- 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 under section 501(c)(3) of the Internal Revenue Code.
- C. PGCC is a named subrecipient under the Pennsylvania Energy Development Authority 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.
- D. When launched in Pennsylvania, PEA and PGCC will operate the SFA program in the Greater Philadelphia region to provide a subsidized fixed-price power-purchase agreement (**PPA**) to Eligible Customers that will reduce energy burdens and offer no-cost enabling upgrades and energy storage systems.

- E. To assist in the implementation of the SGP program (the **Program**), and the SFA Program, PEA and PGCC issued a request for qualifications dated June 26, 2025 (the **RFQ**) and has selected Contractor as one of a group of installers to provide solar, battery storage, and enabling upgrade work (the **Installers**).
- F. Contractor is engaged in the business of [insert business area] and is experienced in [insert subject/content area relevant to the Contractor Obligations] and is providing their expertise through training and otherwise.
- G. PEA desires to qualify Contractor as an Installer for the Programs, as hereinafter defined, and Contractor has agreed to perform those undertake the obligations set forth below for the SGP Program, subject to and upon the terms and conditions of this Agreement. As and when the SFA Program is launched in Pennsylvania, Installers selected in this RFP will be eligible to provide installations under the SFA Program subject to such additional terms as PGCC and PEA may promulgate at the time.

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.

City means the City of Philadelphia.

Confidential Information is defined in Section 11.

Contractor is defined in the preamble.

Contractor Obligations is defined in Section 5.

CRM is defined in Section 6.

Customer means any recipient of goods or services, including energy related services under the Program.

EPA is defined in the Background Paragraph C.

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

practices, 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 [insert industry type] contractor engaged in the same type of undertaking under the same or similar circumstances.

Initial Term is defined in Section 2.

Installation Agreement is defined in Section 5(a).

Installer is defined in Paragraph E of the Background.

IRA is defined in Paragraph C of the Background.

Party means either PEA, PGCC, or Contractor.

PEA is defined in the preamble.

PGCC is defined in the preamble.

Program Manual is defined in Section 5(b).

Program Requirements means the Contractor Obligations set forth in Exhibit A (Program Requirements).

Program is defined in Paragraph E of the Background.

Renewal Term is defined in Section 2.

RFQ is defined in Paragraph E of the Background.

Solar for All or **SFA** is defined in Paragraph C of the Background.

Solarize Greater Philadelphia or **SGP** is defined in Paragraph A of the Background.

Term is defined in Section 2.

2. Term of Agreement

This Agreement is effective as of the date in the preamble and will continue through December 31, 2026 unless earlier terminated in accordance with its terms (the **Initial Term**). PEA shall have the option to renew this Agreement for three additional one-year terms. Such one-year (or less if this agreement is earlier terminated in accordance with its terms) extensions shall each be referred to as a “**Renewal Term**”, and together with the Initial Term, the “**Term**”.

3. Program Qualification

By entering into this agreement [PEA/PGCC] accepts Contractor as an Installer for the Programs subject to the terms and conditions of this Agreement.

4. Contractor Acknowledgement

- a. Contractor acknowledges that by entering into this agreement, neither PEA nor PGCC makes any promise that particular Projects will be assigned to Contractor. Neither PEA nor PGCC will make any direct payments to Contractor.

5. Obligations of Contractor

- a. Contractor agrees to perform the obligations (**Contractor Obligations**) set forth in this Agreement including the obligations set forth in Exhibit A (Program Requirements) and the following:
- b. Contractor is primarily responsible for marketing the Programs to individuals and households that qualify for the Program (**Eligible Customers**) with assistance from PEA as described below.
- c. Contractor agrees to enter into contracts with Eligible Customers for the installation of Projects (**Installation Agreements**) in a form approved by PEA and to prosecute completion of the Projects in an efficient and commercially reasonable manner. Installer agrees that it will comply with PEA's manual for marketing, installing, and administration of Projects and for customer relationship management (the **Program Manual**) for each Program, as applicable.
- d. Contractor will determine the method, details, and means of performing Installer Agreements, and will supply all tools, equipment, and supplies required to perform the Installer Agreements.

6. Obligations of PEA

- a. Marketing.
 - i. PEA will facilitate community outreach, marketing, and consumer education in conjunction with Contractor.
 - ii. PEA marketing services will include publicizing Solarize Greater Philadelphia 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 local governments and agencies to spread the word about Solarize Greater Philadelphia. Contractor will be invited to attend outreach events.
 - iii. PEA will provide Contractor with Solarize Greater Philadelphia logos, marketing language, link to the Solarize Greater Philadelphia website, and other supporting documents, which Contractor will have a license to use solely in connection with marketing Solarize

Greater Philadelphia during the Term under this Agreement subject to Section 10.

- b. Customer Intake.
 - i. PEA will collect available information from Eligible Customers that sign up through the Solarize Greater Philadelphia website, including electricity usage information as available.
- c. Customer Relationship Management (CRM) Database.
 - i. PEA will refer Solarize Greater Philadelphia Eligible Customers to Contractors through its 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 Greater Philadelphia program, in alignment with Solarize Greater Philadelphia 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 the contract term. PEA will also connect Customers to multiple Contractors if the Customer indicates that they want to compare quotes.
 - iv. PEA and PGCC acknowledge 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 and PGCC intend to protect the confidentiality of all data and documents uploaded by Contractor to the CRM subject to Section 11; and will not voluntarily share this material with other contractors or third parties, except in aggregate form or as required by this Agreement, by parties providing funding for Projects, or by law; provided that PEA and PGCC 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 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. Subject to the provisions of Section 11 (Confidentiality), PEA and PGCC agree to provide information in its possession reasonably requested by Contractor for the performance of the Contractor Obligations and will otherwise use its reasonable efforts to cooperate with Contractor.

7. Customer/Program Participant Protections

- a. *Privacy.* Any Customer contact information or other personal information supplied to Contractor as part of the Program may be used only for performing the Contractor Obligations in accordance with the Program and not for any other purposes. Contractor shall not share this Customer information with any third party.
- b. *Photos and Recordings.* Contractor will not use or publish any photos or any audio or video recordings of a Customer without written consent from the Customer. If the photo or recording is of a Customer who is under 18 years old, Customer must have written consent of the Customer's parent or guardian in order to use or publish any photos or recordings of PEA Customer.
- c. *Customer/Participant Satisfaction.* PEA may conduct satisfaction surveys with Customers. If the results of these surveys show significant and/or repeated dissatisfaction with Contractor, this Agreement may be terminated. The Contractor will exercise a high level of service and perform the Contractor Obligations 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 so that PEA can help identify candidates from the from PEA funded training programs and other local training programs.

9. Reports and Meetings

- a. Contractor shall provide to PEA and PGCC regular reports outlining key data and documentation about each Customer and project as specified in the Program Requirements.
- b. Contractor will meet with PEA regularly to discuss progress and address any causes of any delay or other difficulty.

10. Contractor Marketing

- a. Contractor's website must provide a link to the Solarize Greater Philadelphia website.
- b. Contractor may only use PEA, PGCC, and Solarize Greater Philadelphia 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.
- c. Contractor agrees not to falsely disparage the other participating Solarize Greater Philadelphia installers or developers in any marketing for Solarize Greater Philadelphia.
- d. The Contractor will be expected to make a demonstrable effort to market Solarize Greater Philadelphia 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 Greater Philadelphia. 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.

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/Participant] 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. Lease or PPA Programs

- a. PEA or PGCC may establish or adopt programs to offer Customers the opportunity to enter into a lease or power purchase agreement (**PPA**) under which the Customer makes monthly payments for the electricity output of the Customer's Project in lieu of a direct purchase of the Project from the Installer. Such programs may be open to all Installers or provided by an individual Installer. In connection with such a program PEA or PGCC will establish alternative forms of proposals to be made to potential Customers. In addition, PEA or PGCC may make direct payments to the lease or PPA provider for certain enabling upgrades to the Customer's home or to reduce to cost to Customer of the lease or PPA. Contractor will have no direct entitlement to such payments (unless it adopts its own program that is approved by PEA and PGCC), but they may enable Installers to offer lower prices to Customers.

13. Standard of Care

- a. If Contractor provides professional services under this Agreement, Contractor shall perform its obligations 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 obligations in accordance with the specific standards, methods and requirements set forth in this Agreement, all applicable laws, rules, and regulations applicable to the Contractor Obligations, and Good Industry Practice. Contractor shall maintain all licenses required to perform the Contractor Obligations.

14. Insurance

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

15. Indemnity

- a. *Indemnity.* Contractor agrees, to the fullest extent permitted by law, to indemnify, and hold harmless PEA, PGCC, their affiliates, and their respective agents, employees, officers, 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 Contractor Obligations for PEA and PGCC in accordance with this Agreement.
- b. *Payments.* Any amount reasonably required to be paid pursuant to the above shall be paid to PEA or PGCC on demand and may, at PEA and PGCC's option, be deducted from or offset against any debt, obligation, or liability of PEA or PGCC to Contractor in such order as PEA or PGCC deems advisable.

16. 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.

17. 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.

18. Termination for Convenience

- a. PEA, PGCC, and Contractor may terminate the Agreement at any time by mutual written consent.
- b. PEA and PGCC may, at their 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 or PGCC.

19. Termination for Cause

- a. *For Cause by PEA and PGCC.* PEA and PGCC may terminate the Agreement, in whole or in part, immediately upon notice to Contractor, or

at a later date as PEA or 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 performance of the Contractor Obligations under the Agreement are prohibited.
- ii. Contractor no longer holds a license or certificate that is required to perform the Contractor Obligations.
- iii. Contractor materially breaches a covenant.
- iv. Any representation or warranty made by Contractor in Section 17 is false or misleading in any material respect when made or when deemed made or repeated.
- v. The insolvency, liquidation, or bankruptcy of Contractor.
- vi. *For Cause by Contractor.* Contractor may terminate this Agreement immediately upon notice to PEA and PGCC, or at such later date as Contractor may establish in its notice to PEA and PGCC, upon PEA or PGCC failure to perform any material covenant or obligation set forth in this Agreement if that failure is not cured within thirty days after receipt of written notice from Contractor.

20. Remedies

In the event of termination pursuant to Section 19(a) or 19(b), the non-defaulting party shall have any remedy available to it in law or equity. If PEA or PGCC terminate 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 18(b) of the Agreement.

21. 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 and PGCC all materials or deliverables prepared for PEA and PGCC during the Term of this Agreement.
- c. Contractor's obligation to indemnify PEA and PGCC under Section 15 shall survive termination.
- d. The Parties' obligations under Section 11 (Confidentiality) shall survive termination.
- e. Contractor's obligation relating to Customer information under Sections 7(a) and 7(b) shall survive termination.

22. Audits, Inspection Rights, Records

- a. *Audits.* From time to time during the term of this Agreement and for a period of five years after termination of this Agreement, PEA and 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 by the City of Philadelphia. Notwithstanding the foregoing, Contractor shall not be required to maintain such documentation in excess of five 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 Customer, 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 or 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, or applicable law requires a longer period, then the records shall be retained for such longer period.

23. Tax Indebtedness

- a. *Certificates Required.* PEA and PGCC do 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 any of Contractor's parent(s) and/or 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 any subcontractor(s) performing work in connection with the Agreement and any supplier(s) providing goods or material (together, a "Subcontractor") to be bound by the following provision, and Contractor shall cooperate fully with PEA and 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 any of Subcontractor's parent(s) and/or subsidiary(ies) are not currently indebted to the 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."

24. 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 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 and PGCC to all rights and remedies as provided herein or otherwise available to PEA and 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 and PGCC to all rights and remedies as provided herein or otherwise available to PEA and PGCC at law or in equity.

25. 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](http://www.phila.gov/ExecutiveOrders/Executive%20Orders/EO%203-14.pdf) 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 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 Agreement with PEA 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 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, be suspended from the Program 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

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

26. Ethics Requirements

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

- a. *PEA and PGCC Employee Interest in PEA and 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 and 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 or 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 or 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 and 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.

27. 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 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 Contractor’s regular reports, quarterly.

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:

[Name]

[Address]

[email]

With a copy to:

[Name]

[Address]

[email]

If to PEA:

Emily Schapira

30 S. 15th St., Suite 801

Philadelphia, PA 19102

eschapira@philaenergy.org

With a copy to:

Alon Abramson

30 S. 15th St., Suite 801

Philadelphia, PA 19102

aabramson@philaenergy.org

If to PGCC:

Maryrose Myrtetus

30 S. 15th St., Suite 801

Philadelphia, PA 19102

mmyrtetus@phillygreencapital.org

With a copy to:

Abby Rambo

30 S. 15th St., Suite 801

Philadelphia, PA 19102

arambo@phillygreencapital.org

- 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'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 or PGCC. Employees, subcontractors or agents of Contractor shall not be deemed to be employees of PEA or 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.

Independent Contractor Agreement for (Name of Contractor)

- 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 PEA, 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 Greater Philadelphia program 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.
- 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 by 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.

Independent Contractor Agreement for (Name of Contractor)

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

[Contractor]

By: _____

[Name]

[Title]

By: _____

[Name]

[Title]

Philadelphia Green Capital Corp.

[City of Philadelphia Business License No. or EIN if Contractor is not required to hold a Philadelphia Business License]:

By: _____

[Name]

[Title]

Exhibit A

Program Requirements

1. Communication with PEA and PGCC.

- a. Contractor must respond to inquiries from PEA and PGCC 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.
- b. Contractor must have a representative present at all applicable Solarize Greater Philadelphia Contractor check-in meetings.
- c. Contractor must track key data about each Customer, and solar PV and battery storage project in the CRM. 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 relevant Customer communications and Project status changes. Status updates must be made in the Contractor database within 10 business days following any new sales, contracting, or installation activity related to that Customer. For Customers that do not receive a completed installation, Contractor will provide the loss reason.
- d. Except as otherwise stated, Contractor must provide Customer updates no less than once per month.
- e. For Customer projects that are interconnected, the Contractor must upload to the CRM within 10 business days final copies of:
 - i. Customer Proposal
 - ii. signed Customer Contract

2. Remote Site Assessment & Proposal.

- a. Contractor will contact new Customers assigned to it by PEA within three business days. Contractor will attempt to contact Customers 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.
- b. Contractor will provide a free Remote Site Assessment to determine if solar is viable for all Customers that are assigned to Contractor by PEA.
 - i. Contractor must notify the Customer if its Remote Site Assessment finds that Customer's site 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
- ii. 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.
- iii. 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
- iv. 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.
- v. Contractor may elect to install solar PV projects that are smaller than 3.4 kilowatts but is not required to do so.
- c. Contractor will present the Customer Proposal and quote to the Customer within fifteen business days of the initial Customer assignment.
- d. Contractor must detail why a specific Project requires a cost adder and specify the amount of each adder in the Customer Proposal and in data reported to PEA.
- e. Contractor must receive PEA's approval on the format of their proposal to ensure uniformity and clarity across program vendors.
 - i. For direct installations, Contractors must provide a Proposal with the purchase price for solar PV and battery storage systems, along with any financing options proposed.
 - ii. For Lease or PPA proposals, Contractor must explain clearly the basis of monthly pricing and any purchase option included in the Customer Contract.
 - iii. Contractor must either include the standard Solarize Greater Philadelphia cover sheet with every proposal and contract presented to a Customer or ensure that all data presented in the cover sheet is clearly presented in customer proposals and contracts.
 - iv. Contractor must clearly specify all financial assumptions used in their system proposals for Customer owned systems, including assumptions about the annual increase in electric utility rates, SREC values, and system performance degradation. All such assumptions must be approved by PEA before being included in Customer proposals. Customers receiving proposals for a lease or PPA should

receive the financial disclosure approved by PEA for the financial provider supplying the Lease or PPA product.

3. Installation.

- a. When a Customer executes a Contract with the Contractor, Contractor will be responsible for providing each Customer with turnkey service, which includes:
 - i. installing a system with module-level monitoring and rapid shutdown technology (unless equipped with battery storage, in which case islanding switchgear is required.),
 - ii. securing all local permits,
 - iii. securing approved interconnection with the electric utility,
 - iv. completing and placing into service the Project.
- b. Contractors must commit to placing all Solarize Greater Philadelphia 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 the electric utility as part of system interconnection, the occurrence of a Force Majeure Event, or for other good cause approved by PEA.
- c. For Customers directly purchasing a Project, 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 the electric utility 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.
- d. 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 exterior 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. 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.

4. Customer Management and Education.

- a. 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 Greater Philadelphia 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.

5. Walkthrough.

- a. Within thirty calendar days after the Project is interconnected, Contractor shall provide a walkthrough of a system operations manual (the **Customer Manual**).
- b. 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, manage their battery storage system, identify issues, and the process to address any system 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.

6. Installation Quality

- a. For a 3-year period following the installation, Contractor will waive all fees to Customers for panel removal, storage and re-installation associated with required roof repairs, with the exception of roof damage caused by force majeure events.
- b. PEA may conduct inspections of Contractor installations at will. If PEA's inspections reveal critical issues, Contractor will be responsible for repairing such issues at its own expense.

7. Monitoring, Reporting, and Maintenance.

- a. For the term of Contractor's workmanship warranty and at a reasonable price if extended beyond that, Contractor will perform the following responsibilities:
 - i. Share online access to production monitoring of the solar PV system with the Customer.
 - ii. Enable online access to the battery storage management system, as applicable.
 - iii. Service the system promptly in line with the warranties described above.

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- b. Contractor must provide cumulative production reports for all systems installed as part of Solarize Greater Philadelphia, as requested by PEA.

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 days prior written notice to be given to PEA in the event coverage is cancelled or non-renewed; however, ten days written notice will be provided if the insurance is cancelled due to non-payment of the premium. Contractor shall provide notice to PEA within thirty days in the event that there is a material change in the coverage. Also, PEA 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, 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.
2. Workers' Compensation Statutory Limits.
3. 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.
4. General Liability Insurance:
 - 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 may require higher limits of liability if, in PEA's sole discretion, the potential risk warrants.
 - 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.
 - Accident Death & Dismemberment (AD&D).

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- Limit of Liability: \$250,000 aggregate.
- 5. Automobile Liability Insurance:
 - Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
 - Coverage: Owned, non-owned, and hired vehicles.
- 6. 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.
- 7. 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.
- 8. Certificates of Insurance. Certificates of insurance evidencing the required coverages must specifically reference this Agreement and shall be submitted to PEA at least ten days before initiation of any work and promptly, upon binding of the renewal, after each insurance renewal date. The ten day requirement for advance documentation of coverage may be waived in situations where such waiver benefits PEA, 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 days after written request by PEA.
- 9. 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.