

Request for Proposal Overview: Baltimore Shines

I. Company Background

Founded in 1993, Civic Works' mission is to strengthen Baltimore's communities through education, skills development, and community service. Civic Works' Energy Programs are growing the market for clean energy services and ensuring that the resulting job growth benefits underserved residents. The program has been recognized as a national leader in the energy efficiency industry and has successfully expanded its model into the solar industry.

Energy Programs aims to transform the Baltimore community on three levels:

- A. **Personal:** Energy Programs serves as a resource for Baltimore homeowners and guides them through each step of the solar and energy efficiency upgrade process. These improvements dramatically lower utility bills, while making homes healthier and more comfortable.
- B. **Communal:** By joining Energy Programs, homeowners are able to ensure that their investment creates family-sustaining jobs for underserved Baltimore residents. These workers receive a comprehensive three-month certification-based training, family-sustaining wages, and opportunities for career advancement.
- C. **Global:** Home energy upgrades fight climate change by significantly reducing a family's reliance on fossil fuels. By going solar and improving your energy efficiency, you can both cut your energy bills and your carbon footprint.

II. Program Overview

Baltimore Shines is a collaborative program between Baltimore City Department of Housing and Community Development and Civic Works. Baltimore Shines' goals are to:

- Provide access to rooftop solar PV installations for low- and moderate-income Baltimore City residents
- Create family-sustaining careers through solar job training and job placement opportunities.

The benefits of Baltimore Shines include:

- Lower your Utility Bill: Save up to 25% or more on your monthly electric bill
- Increase Home Value: Homes with solar increase their home value by 2%.
- Fight Climate Change: Reduce your carbon footprint to fight climate change.

Baltimore Shines Pilot Program

Recently, we have launched a pilot project where up to 20 homes in Baltimore City will receive free rooftop solar for their homes this year. Baltimore Shines is accepting applications today. All applications will automatically be reviewed for eligibility for the limited Pilot Project (launching in 2022) and for the permanent Baltimore Shines Program (launching in 2023).

Baltimore Shines 2022 Pilot Project (Eligibility Requirements)

- The applicant must own a home in Baltimore City; and
- The applicant must occupy the home as his or her primary residence; and
- The residence must have been previously weatherized (including air sealing and insulation) through Civic Works' Free Energy Efficiency Program, funded at least in-part by grants from the Maryland Energy Administration (MEA) between 2014 and 2022; and
- The applicant's gross annual household income must be at or below 175% of Federal Poverty Level (income chart provided in the application)

Baltimore Shines 2023 (Eligibility Requirements)

- The applicant must own a home in Baltimore City; **and**
- The applicant must occupy the home as his or her primary residence; **and**
- The home's roof must be made of a material other than slate (asphalt shingle, tar, metal, etc.); **and**
- The applicant's gross annual household income must be at or below 80% of Area Median Income (income chart provided in the application); **and**
- The applicant must have homeowner's insurance.

Baltimore Shines is a program where Civic Works, DHCD and the Approved Solar Installer(s) work together to provide affordable access to rooftop solar for residents of Baltimore City. Civic Works recruits, educates, and qualifies all participating homeowners using its innovative community-based marketing strategy. These qualified homeowners are then introduced to an Approved Solar Installer. Civic Works supports homeowners throughout the process as the Approved Installer ensures the installation of solar on the homeowners' roof. Civic Works' energy advisors lend support to homeowners, which increases conversion rates and reduces the likelihood that a customer will opt out at any point during the process.

As one of the Approved Solar Installers in this program, not only will they receive customer leads, but the companies will also have access to free worker training resources – for expanding the company's workforce and for the professional development of existing employees.

A 3-month Solar Installation Training Program — offered through Civic Works' Center for Sustainable Careers (CSC) — graduates highly-qualified entry-level solar installation technicians with the skills, knowledge, and abilities to comprehensively meet the workforce needs of industry employers. Designed in collaboration with area installers, this training program aims to help solar companies' lower turnover rates and realize higher levels of work quality from their new hires. The program includes customer service and professionalism, the OSHA Construction Safety certification, hands-on training in Civic Works' solar laboratory space, and 160 hours of on-the-job training (OJT). The combination of meaningful employment, a living wage, and marketable trade skills has proven powerfully successful. Since 2003, Civic Works has trained over 800 residents for careers in home weatherization, environmental remediation, and solar installation, with 82% of graduates maintaining employment for at least one year.

Civic Works partner companies also have access to free incumbent worker training courses. Enrollment is ongoing for the next NABSEP Associate certification course. Additional trainings are to be decided, based on feedback from partner solar companies.

Going forward in this document, Civic Works is represented as CW and Approved Solar Installer as ASI.

III. Baltimore Shines Goals

The Baltimore Shines' goals are the following:

- **Baltimore Shines Pilot 2022:** up to 20 solar installs on homes (pitched / flat roofs) in Baltimore City
- **Baltimore Shines 2023 - 2024:** up to 200+ solar installs on homes (pitched / flat roofs) in Baltimore City
- Generate qualified leads for the ASI to increase sales revenue
- Provide Baltimore City residents with access to solar employment and training opportunities
- Offer competitive wages that lead to a lasting career-track and high-quality labor

To reach these goals, CW is now accepting bids for the RFP to solicit proposals from solar companies interested in being selected or maintaining designation as an ASI.

IV. Scope of Work

The following explains the scope of work and who is responsible for what and when.

#	Description	CW	ASI
1	Outreach	X	
2	Intake	X	
3	Share Generated Lead with Approved Solar Installer	X	
4	Sales (site survey, custom proposal, PV design)		X
5	Utility Interconnection		X
6	Building Permit		X
7	Equipment Procurement		X
8	Installation		X
9	Commissioning		X
10	Permission To Operate		X
11	Incentive(s) Registration		X
12	SRECs Registration (if applicable)		X
13	O&M Services		X
14	Communication between CW and ASI	X	X
15	RFP Management	X	
16	General Customer Support and Guidance Throughout the Process	X	
17	Customer Survey Evaluation	X	

V. Financial Considerations

Baltimore Shines Pilot 2022: Solar will be free for the homeowner. The install will be funded through the MEA Low-Income Solar Grant awarded to Civic Works in May 2022. **Note that the ASI is not responsible for offering financial products to the homeowners.**

Baltimore Shines 2023 - 2024: Financial products are still being evaluated. **Note that the ASI is not responsible for offering financial products to the homeowners.**

VI. Selection and Implementation Timeline

Date	Description
October 6, 2022	RFP Issued: Complete Interest Form
Any time after October 6, 2022	Application: CW will send the application to potential solar installers once the interest form has been submitted.
October – November 2022	Schedule a 1 on 1 virtual meeting with the CW Solar Program Manager if you have detailed questions about the RFP
November 14, 2022	Application Due: Survey and additional documents
November 17, 2022	Selections announced for Approved Solar Installer
December 6, 2022	Develop and sign MOU with Approved Solar Installer
December 9, 2022	Solar Co-op Begins: CW begins to generate leads for Approved Solar Installer
During 2023 – 2024	Approved Solar Installer installs rooftop solar

VII. Evaluation Criteria and Metrics

Review **Appendix A: *Evaluation.pdf*** to learn the criteria and metrics that CW will use to evaluate Proposals and allocate a ranking system among APIs within the pool. The purpose of this system is to set a high bar for entry into the pool of APIs and to encourage ongoing progress towards creating family-sustaining jobs and quality work.

VIII. Submission Requirements

The submission requirements consist of two rounds.

First round: Interest Form

- CW will send an email with a link to: <https://energyprograms.civicworks.com/shines-rfp>
- Review the information from the RFP Overview-Final.pdf.
- Complete the interest form survey at: <https://www.surveymonkey.com/r/shines-rfp1>
- **Timeframe:** The sooner it is submitted, the sooner CW will send the application for the RFP.

Second Round: Application

- CW will send an email with a survey link to complete.
- The email will also include an excel work sheet labeled: **BasePrice-Adders-Wages.xlsx**
- Be sure to upload all required documents requested in the survey.
- Once complete, email **BasePrice-Adders-Wages.xlsx** to contact person in section XI.
- **Timeframe: Due on November 14, 2022**
- **See Appendix: B: *BasePrice-Adders-Wages.pdf*** as a reference.

IX. Program Requirements

- An ASI shall enter into a MOU with CW. Review the Appendix C: *MOU.pdf* for the program requirements and other related provisions.

X. RFP Terms and Conditions

1. CW is not liable for any costs or expenses incurred by an Applicant, or any other person or entity, in the preparation of their Proposal.
2. CW reserves the right to reject any and all Proposals received from Applicants as a result of this RFP, as is in the best interests of CW, as determined solely by CW. In determining which Proposals are best, CW will take into consideration the experience and qualifications of the Applicant as well as its history of providing family-sustaining jobs.
3. This RFP may be sent as a courtesy to known interested individuals and firms. The receipt of this RFP from CW in no way implies that the recipient is a qualified Applicant.
4. If it becomes necessary to revise any part of this RFP, an addendum will be provided to all respondents or Applicants who respond to the original RFP.
5. The ASI shall be required to enter into a memorandum of understanding (“MOU”) with CW in a form mutually agreed upon by CW and such Applicant.
6. If the Applicant subcontracts envelope improvements to a subcontractor, the subcontractor shall be required to also submit a Proposal, be selected as an ASI, and enter into an MOU with CW.
7. Only contractors that submit a current application for this RFP round will be considered for ASI status.
8. Only contractors that submit a current application for this RFP round will be considered for ASI status.
9. CW will strongly take into account a previous ASI's track record of good performance in the Civic Works Solar Co-op Partnership Program when deciding whether to renew its ASI status in a new RFP round.

XI. Contact Information

The main contact person for the RFP is Simon Zimmer, Solar Program Manager of Civic Works. Please don't hesitate to reach out to Simon if there are any questions.

Simon Zimmer
Civic Works
Energy Programs
Solar Program Manager
szimmer@civicworks.com
410-929-6556

XII. Appendix A: Evaluation Criteria and Metrics – For Reference Only

- Evaluation.pdf

XIII. Appendix B: Base Price, Adders and Wages - For Reference Only

- BasePrice-Adders-Wages.pdf

XIV. Appendix C: MOU - For Reference Only

- MOU.pdf

Evaluation

	Max Points Available	Points Awarded
Financial		
1) Competitive Pricing, System Quality and System Warranties	50	
Technical		
1) Permits and Installation Efficiency	25	
Job Quality		
1) Employment Practices and Standards	25	
Total	100	

Base Price, Adders, Wages and Benefits

Date:

Applicant Name:

Civic Works expects every bid to include **TWO options for solar modules**, at different efficiency levels. On a case-by-case basis, one or both module options may be offered.

For each signed contract by a Civic Works participant, Civic Works will charge a referral fee for installations on pitched roofs and flat roofs. The referral fee should **NOT** be incorporated into the \$/W Base Price, but instead listed as an adder.

Base Price (\$/Watt)

Provide the base \$/W Price that the Applicant will provide all Civic Works participants for this RFP Round (1 year period). The base pricing will be used to calculate the total customer cost, before any eligible incentives. Use N/A where applicable.	3kW - 3.99kW	4kW - 6.99kW	7kW - 9.99kW	10kW and Higher
Pitched Roofs – Standard Efficiency				
Pitched Roofs – High Efficiency				
Flat Roofs – Standard Efficiency				
Flat Roofs – High Efficiency				

Adders to Base Purchase by Jurisdiction

Labor costs associated with the permitting process can vary by jurisdiction. Modify the chart to quantify additional charges by jurisdiction, not already included in the base price. If no additional charge is required, please specify fee as \$0. If the applicant does not service the territory, please indicate N/A below. <i>Please Note: all rows required. If an additional charge is not specified, then the item will be considered as included in the base price.</i>	\$/Watt
Baltimore City	

Base Purchase Details – Pitched Roofs Only

Modify the chart to explain the system components included in the base price. Feel free to add rows if additional components or guarantees are included in the base price. If the applicant is offering only 2 modules options, indicate N/A for the remaining module boxes below. (Any additional charges not included in the base price will be explicitly quantified in the adders and upgrades charts to follow.)	Manufacturer and Model	Warranty (Years)	Country where product is Manufactured	Description and Rationale for Selection
Standard Efficiency Solar Modules (panel name and wattage)				
High Efficiency Solar Modules (panel name and wattage)				
Inverter				
Roof Attachments and Racking Systems (pitched roofs)				
Monitoring (System-Level or Panel-Level, if not included in base price, mark as N/A)		N/A	N/A	
Labor and Workmanship (including warranty against roof leaks from penetration)	N/A		N/A	
Production Guarantee	N/A		N/A	
(Other)				

Base Purchase Details – Flat Roofs Only

Modify the chart to explain the system components included in the base price. Feel free to add rows if additional components or guarantees are included in the base price. If the applicant does not service flat roofs, indicate N/A below. If the applicant services flat roofs but is only offering 2 modules options, indicate N/A in the remaining module boxes below. (Any additional charges not included in the base price will be explicitly quantified in the adders and upgrades charts to follow.)	Manufacturer and Model	Warranty (Years)	Country where product is Manufactured	Description and Rationale for Selection
Standard Efficiency Solar Modules (panel name and wattage)				
High Efficiency Solar Modules (panel name and wattage)				
Inverter				
Roof Attachments and Racking Systems (tilt mount/ rafter mount)				
Roof Attachments and Racking Systems (parapet-to-parapet)				
Roof Attachments and Racking Systems (ballasted)				
Monitoring (System-Level or Panel-Level, if not included in base price, mark as N/A)		N/A	N/A	
Labor and Workmanship (including warranty against roof leaks from penetration)	N/A		N/A	
Production Guarantee	N/A		N/A	
(Other)				

Adders to Base Purchase

Modify the chart to quantify and describe the listed additional charges, which may or may not be included in the base price. If no additional charge is required, please specify fee as \$0. Please Note: all rows required. If an additional charge is not specified, then the item will be considered as included in the base price.	Offer? (Yes, No)	\$/Watt or Flat Fee	Manufacturer and Model	Warranty (Years)	Experience with Selection
Electrical Service Upgrade					
Electrical Panel Upgrade					
Electrical Upgrade					
Service Entrance Wires (SEU Cable)					
Roofing Repair Service					
Structural Upgrade					
(Other)					

Operation and Maintenance Service

The homeowner will not be required to pay for O&M service during the lifetime of the solar system. Please provide any O&M services you offer on an annual or multi-year basis.	\$/Watt or Flat Fee	List what is included in each service
1 Year O&M Service		
5 Year O&M Service		
10 Year O&M Service		
15 Year O&M Service		
20 Year O&M Service		
Other: _____		

Family-Sustaining Wages and Benefits.

Wage Table

Modify the chart below to capture typical wage levels, benefits, and wage increases for each position the Applicant staffs. List the minimum starting wage rate as well as any typical wage rate increases; please indicate the hourly value of the benefits provided after the first 90 days of hire; please indicate if your company employs a wage increase after an initial period of training (i.e. the first 90 days of hire) or if there are any standard wage increases associated with <u>additional training, certifications, or promotions.</u>	Starting Wage (\$ per hour)	At 90 days (\$ per hour)	Other Wage Increases (\$ per hour)	Benefits at 90 days \$/hr equivalent (\$ per hour)
Non-supervisory Installer/Technician				
Supervisory Crew Lead				
(Other)				

Specific employer-paid benefits to workers

Modify the chart below to elaborate on the employer-paid benefits provided to your non-supervisory employees. Specify the percentage of employer subsidy for each of the following benefits, if offered.	Yes or No	% of employer subsidy? (% or elaborate)
Offer health insurance consisting of Major Medical/traditional plans? Examples: HMO/managed health care; PPO; or POS. Does not include: "Mini-med" insurance		
Offer dental and vision insurance?		
Offer Health insurance for employee's dependents?		
Offer pension or other retirement plans		

Memorandum of Understanding

Civic Works Energy Programs Solar Partnership Program

DATE

I. Shared Purpose

The purpose of this Memorandum of Understanding (MOU) and the attached Addenda pursuant to this MOU and incorporated by reference (each an "Addendum" and collectively "Addenda") is to provide a framework in which Civic Works and CONTRACTOR NAME ("Approved Solar Installer") can work together to:

- Provide affordable access to rooftop solar to homeowners living in Baltimore City
- Generate qualified leads for the Approved Solar Installer to increase sales revenue
- Provide Baltimore City residents with access to solar employment and training opportunities
- Offer competitive wages that lead to a lasting career-track and high-quality labor

Civic Works – Benefits to You

Civic Works will work with employer partners to provide them with the following tools and opportunities to help employers invest in their employees:

- Provide prioritized access to interview Center for Sustainable Careers' graduates from our entry-level solar training programs
- Provide prioritized access to incumbent worker trainings and first priority seats
- Provide Good Business Works Marketing – we will provide a branding badge and marketing recognition to your company as an exemplary business who understands that industry-leading wages and benefits, a focus on in-house training and advancement, and support for a diverse employee team ensures the highest standards, quality products, services, and customer satisfaction.

Employers – Your Commitment

To achieve this shared purpose, employers will work with Civic Works to invest in their employees in the following ways:

- By providing family-sustaining wages and health benefits
- By providing consistent full-time work schedules and paid time off
- By providing access to employment for job seekers from marginalized communities
- By providing career pathways, with opportunities for professional development and advancement
- By building an employee feedback loop that informs the continuous improvement of workplace practices, with the goal of strengthening employee retention, advancement, and performance
- By strengthening racial equity and inclusion across workplace practices and disaggregating data to inform this process

Each Addendum will set forth certain additional terms of the Program not specified in this MOU.

II. Individual Approved Solar Installer Qualifications And Requirements

Approved Solar Installers must meet the following minimum criteria:

- Licensed by the Maryland Home Improvement Commission
- Fully insured, including commercial general liability insurance, excess or umbrella insurance, professional liability insurance, and worker's compensation insurance.
- Employ solar installer/technicians in-house (not through subcontractor or referral partnership)
- Pay wages of at least \$17.00/hour for all non-supervisory solar installer/technicians
- Have no history of violating any federal or state wage and hour laws, non-discrimination and equal employment opportunity laws, local building codes, or health and safety standards within the last 5 years
- In accordance with Title VII of the Civic Right Acts of 1964, shall not discriminate based on race, religion, national origin, or sex. In accordance with the U.S. Equal Employment Opportunity Commission (EEOC) guidance on Title VII, the Approved Solar Installer shall not have a blanket policy against hiring individuals who may have convictions on their record but shall have in place a fair and equitable hiring/employment policy that takes all relevant factors into account when making employment decisions.
- Shall utilize only employees to perform work on a CW project, rather than independent Contractors, temporary workers, or any other individuals holding non-employee status.

- Approved Solar Installers shall classify all workers performing work on a CW project as employees of the company and pay and/or withhold appropriate taxes, unemployment insurance, workers compensation, and other benefits as required by law.

III. Scope of MOU

A. Definitions

- **CSC:** Center for Sustainable Careers offers multiple training programs under Civic Works.
- **Program:** Civic Works' Energy Programs Program.
- **Solar Services:** Work including, but not limited to, residential solar energy consultations, work estimates, and installations.
- **Project:** A solar project.
- **Program Participants:** Homeowners recruited by Energy Programs.
- **Work Contract:** A written contract with each Program Participant that desires to procure Solar Services from Approved Solar Installer.
- **Program Participant Data:** Homeowner leads as lists of homeowners, their contact information, and home addresses.
- **Service Providers:** Subcontractors or third-party service providers that Approved Solar Installer may engage or refer to.
- **Service Term:** The Term of the Program, as set forth in the then-current attached Addendum to this MOU.
- **Solar Services Data:** Home energy performance data in connection with the performance of Solar Services under this MOU on behalf of Program Participants.
- **Territory:** The geographic limitations of the Program, as set forth in the then-current attached Addendum to this MOU.
- **Modifications:** Any derivative works or other modifications to the Solar Services Data.
- **Reassessment:** Three (3) months after the start of this MOU, or at another interval mutually agreed upon by the parties, the parties shall meet to assess program performance and discuss the continuation of the partnership.

B. This MOU pertains only to the activities of Baltimore Shines. Notwithstanding the foregoing, the Parties agree that any Work Contracts to perform Solar Services for a Program Participant that are entered into prior to the termination of this MOU will remain in effect following such termination. This MOU does not restrict Approved Solar Installers from participating in other partnerships or ventures separate from the Program.

C. Civic Works expects to re-issue the Baltimore Shines RFP annually. When a new RFP has been issued, Civic Works will strongly take into account a previous Approved Solar Installer's track record of good performance when deciding whether to renew its Approved Solar Installer status in a new RFP round.

D. If Approved Solar Installer is selected in a new RFP round, Approved Solar Installer must sign new Addenda (or a new Addendum) pursuant to this MOU with Civic Works. In the event that Approved Solar Installer is not selected for renewed participation in a new RFP round, Civic Works and Approved Solar Installer will continue to work together under this MOU and any then-current Addenda to ensure that all Program Participants receive high quality Solar Services.

IV. Accountability

Civic Works shall be accountable for progress toward meeting the MOU standards as follows:

- Help set standards and community benefits, as set forth in addendum 1 and incorporated by reference.
- Help set accountability strategies for non-compliance and recognition of excellence in complying with or going beyond standards.
- Evaluate progress toward standards and community benefits.
- Request and evaluate data related to all job classifications for solar projects under this MOU.
- Identify ongoing resources needed for data collection and dissemination.
- Take actions to improve progress toward standards and community benefits, including but not limited to:
 - Identifying additional Approved Solar Installers to be brought into the pool;
 - Recommending additional training and business support.

V. Labor Standards

Definitions

- **Worker Hours:** Means the total hours worked by CSC graduates.

- A. **“First Source” of Hire:** Approved Solar Installer will notify Civic Works of all new solar installer/technician job opportunities and utilize the Civic Works’ Center for Sustainable Careers (CSC) as the “First Source” for all new hires. Approved Solar Installer will interview candidates from the Solar Training Program. In the event that a hire is made from an alternative source, the Approved Solar Installer must notify Civic Works.

For all CSC graduates hired by the Approved Solar Installer through Civic Works under this MOU, the Approved Solar Installer shall endeavor to prepare and submit accurate and timely worker hours reports (“Time Reports”) to Civic Works. Time Reports shall be submitted monthly as the work progresses. Time Reports shall identify each hire from Civic Works along with his/her name, work classification, wage rate, and worker hours each week.

- B. **Hiring Standards:** The Approved Solar Installer shall employ qualified persons for the work required under for solar projects under this MOU. In accordance with Title VII of the Civil Rights Act of 1964, the Approved Solar Installer shall not discriminate on the basis of race, religion, national origin or sex. In accordance with U.S. Equal Employment Opportunity Commission (EEOC) guidance on Title VII, Approved Solar Installer shall not have a blanket policy against hiring individuals who may have convictions on their record, but shall have in place a fair and equitable hiring/employment policy that takes all relevant factors into account when making employment decisions. It is a goal of this MOU to encourage and facilitate the employment of qualified individuals, including those with criminal records. To achieve this goal and ensure hiring on the basis of merit, Civic Works requires an interview prior to the request of background checks. Civic Works encourages participation in a workday interview process. Civic Works further prohibits Approved Solar Installer from discriminating on the basis of age, color, disability, marital status, sexual orientation, or veteran’s status. Civic Works staff can be available to provide guidance to the Approved Solar Installer on EEOC guidelines.
- C. **Proper Classification of Employees:** Approved Solar Installer shall utilize only employees to perform work on Solar Services in connection with this MOU, rather than independent contractors, temporary workers, or any other individuals holding non-employee status. Approved Solar Installer shall classify all workers performing work on Solar Services in connection with this MOU as employees of Approved Solar Installer, and pay and/or withhold appropriate taxes, unemployment insurance, workers compensation, and other benefits as required by law. General Contractors may contract with Subcontractors to perform work on the Baltimore Shines program, provided that the General Contractor requires all Subcontractors to comply with the provisions of this MOU and provided that Approved Solar Installer has received prior approval of Subcontractor from Civic Works.
- D. **Wages and Benefits:** The Approved Solar Installer will pay wages of at least \$17.00 per hour for graduates of the Civic Works’ Center for Sustainable Careers (CSC) during their first 90 days of hire. Furthermore, it is the goal of this MOU to ensure that CSC graduates secure long term and sustainable employment. Civic Works encourages the Approved Solar Installer to provide professional development opportunities.
- E. **Workforce Partnership Goals and Check-ins:** Civic Works and the Approved Solar Installer will work together to develop goals for strengthening employee retention, advancement, and job quality. Civic Works and the Approved Solar Installer will determine a regular check-in schedule that works for both partners to discuss these goals and progress toward meeting them.
- F. **Employee Feedback:** Civic Works will work with the Approved Solar Installer to conduct a third-party employee survey of your employees and strengthen internal workforce feedback loops.
- G. **Performance Tracking:** The Approved Solar Installer will utilize the Aspen Institute’s Working Metrics tool to track performance over time on employee retention and advancement and benchmark against industry averages.

- H. **Racial and Gender Equity and Inclusion:** Civic Works will work with the Approved Solar Installer to disaggregate your workforce data by race and gender, and identify racial and gender disparities around hiring, retention, advancement, and employee engagement. Civic Works and the Approved Solar Installer will develop strategies to strengthen workforce equity and inclusion.

VI. Rights and Duties

- A. **Intellectual Property:** All Solar Services Data collected by Approved Solar Installer under the Baltimore Shines covered projects will be jointly owned by Civic Works and Approved Solar Installer. Civic Works and Approved Solar Installer each will have the right to use and exploit all of its respective rights in and to the Solar Services Data as if each were a sole owner of such data. Neither Civic Works nor Approved Solar Installer shall owe the other Party any duty of accounting with respect to such Party's use and exploitation of its rights in the Solar Services Data, and Civic Works and Approved Solar Installer each shall have the right to develop (and/or to permit a third party to develop) Modifications.

Except as otherwise expressly set forth herein (e.g., with respect to Solar Services Data collected by Approved Solar Installer, which will be jointly owned by Civic Works and Approved Solar Installer as set forth above) Modifications shall remain the sole and exclusive property of the Party that created such Modifications, and no other Party will have any right to use any such Modifications. For avoidance of doubt, all marketing materials created by Civic Works and all Program Participant Data collected by Civic Works will be considered Modifications of Civic Works and will be the sole property of Civic Works, provided that Approved Solar Installer will have the right to use such Modifications of Civic Works for the purpose of consistency and fulfillment of its obligations under this MOU and for no other purpose.

Further, for avoidance of doubt, all marketing materials created by The Approved Solar Installer and all Program Participant Data collected by The Approved Solar Installer will be considered Modifications of The Approved Solar Installer and will be the sole property of The Approved Solar Installer, provided that Civic Works will have the right to use such Modifications of The Approved Solar Installer for the purpose of consistency and fulfillment of its obligations under this MOU and for no other purpose.

B. Civic Works Rights

- a. Civic Works shall have the sole and exclusive right to market and promote the Program and the Solar Services contemplated by this MOU to, and to collect contact information from, prospective Program Participants in the Territory during the Service Term.

C. Approved Solar Installer Rights

- a. Approved Solar Installer retains and shall exercise full and exclusive authority and responsibility for the management of its operations.
- b. The Approved Solar Installer will have the right, in its sole discretion, to determine the competency and qualifications of applicants and employees with the right to hire, reject, or terminate for just cause and will be responsible for determining a fair day's work for employees covered by this MOU. It is also understood that the Approved Solar Installer may have pre-existing pay structures that can be included in Section IV that outline overtime regulation and other pay rate structures such as time paid while driving to a job site. It is the Approved Solar Installer's right to have those provisions added to this MOU. It is understood and agreed that the Approved Solar Installer's existing workforce and any employees it directly hires without the assistance or involvement of CSC are not covered by this MOU and only employees that CSC refers to the Approved Solar Installer shall be covered by the provisions set forth in this MOU.
- c. The Approved Solar Installer reserves the right to pay an employee or employees, rates of pay higher than the rates specified in Addendum 2 in the event that conditions require such payments in order to secure or retain the services of an employee or employees.
- d. Approved Solar Installer shall have the right to collect home energy performance data in connection with the performance of Solar Services under this MOU on behalf of Program Participants.

- e. Subcontractors and Referrals: The Approved Solar Installer will have the right to engage or refer to Service Providers to a Program Participant to perform certain Home Performance Services preceded by the submission of a list of all possible Program Service Providers and approval of Civic Works. Such Service Providers may include but are not limited to: HVAC technicians, windows and door installers, duct sealers, air-sealers and insulators, home remodelers, plumbers, electricians, solar installers, geothermal installers, and home inspectors.

D. Communicating and Reporting Duties

Approved Solar Installer and Civic Works will work together in good faith during the Service Term to develop a reporting schedule relating to the Solar Services actually performed by the Approved Solar Installer. The form, format, frequency, and exact schedule for such reporting will be determined by Civic Works, in partnership with the Approved Solar Installer.

- a. The Approved Solar Installer shall maintain such ledgers and other documents relating to Program installations, including customer contact information, address, and date of project completion as is normal practice for it in accordance with its typical business practices. Upon request by Civic Works, for Program tracking and implementation reporting purposes, Approved Solar Installer agrees to provide relevant records and data to Civic Works throughout the Service Term, such as kilowatts installed, energy saved (kWh), and other relevant data resulting from Program Participant site evaluations/quotes.
- b. Upon Request, the Approved Solar Installer agrees to deliver to Civic Works copies of all relevant feedback reports (i.e. Quality Assurance Reviews, Approved Solar Installer Report Cards, etc.)

E. Customer Service

The Approved Solar Installer and Civic Works will work together in good faith during the Service Term to guide Program Participants through the solar process.

- a. Any staff of Approved Solar Installer interfacing with a Program Participant or responding to customer inquiries must be familiar with the Program. The first staff member to interface with a Program Participant should introduce him/herself as an employee of Approved Solar Installer as well as a partner of Energy Programs.
- b. Civic Works will use community-based marketing strategies to recruit homeowners to sign up as Program Participants. Civic Works will educate and screen/pre-qualify Program Participants, based on initial interest and commitment levels and financial considerations.
- c. Once Approved Solar Installer receives information regarding a new Program Participant, Approved Solar Installer will be responsible for the complete solar process: including qualifying the roof, conducting sales visits and site assessments, engineering, issuing a written proposal, securing permits and approvals, and installation.
- d. The Approved Solar Installer and Civic Works will work together in good faith to develop a project timeline, to be established as an addendum to the terms and conditions of the MOU with Civic Works. The Approved Solar Installer will deliver a written Proposal to the Program Participant within the agreed upon timeframe. In the event that a Proposal is overdue, Civic Works will stop referring new participants until the overdue Proposal is delivered. If the Proposal is delivered electronically or by mail, the Approved Solar Installer will follow-up promptly to review the reports and answer questions.
- e. The written Proposal will include, at minimum, price quotes for at least one recommended solar system option. The Approved Solar Installer will notify Civic Works and provide an explanation of any extenuating circumstances that prohibit the inclusion of price quotes, or require the subcontracting of installations to companies outside the scope of the MOU.
- f. The Approved Solar Installer will adhere to the standardized pricing structure, as provided in the RFP Application and established as an addendum to the terms and conditions of this MOU with Civic Works.

The Approved Solar Installer's first written Proposal will quote the base price with the minimum required adders; upgrades must be presented as optional, rather than incorporated into the original quote.

- g. Approved Solar Installer is responsible for securing all city/county permits and interconnection approvals. Approved Solar Installer is also responsible for securing historic permits, HOA approvals, or other permits, as necessary.
- h. Approved Solar Installer is responsible for paperwork related to all federal and state incentives. Approved Solar Installer will allow Energy Programs Program Participants who own their own solar system to take ownership of their SRECs and provide guidance for selling their SRECs.
- i. Approved Solar Installer shall use best efforts to respond to all inquiries made by Program Participants in a timely fashion. Civic Works highly recommends responding within twenty-four (24) hours (even if the answer is initially "I don't know") and within seventy-two (72) hours at a maximum.
- j. Approved Solar Installer agrees to conduct itself in a professional manner at all times, including requiring that its staff refrain from smoking in or on a Program Participant's property, using illicit drugs, or drinking alcohol while on the job. The jobsite should be left clean. No construction debris, personal items, or trash should be left on the premises.
- k. Approved Solar Installer shall agree to honor the legal terms and conditions of their own Work Contracts. Approved Solar Installer shall notify Civic Works if any changes are made to the terms and conditions of their own Work Contracts.
- l. Approved Solar Installer's and Civic Works' first responsibility is to do no harm. Approved Solar Installer shall employ risk and mitigation strategies to protect both participants and workers from harm, due to the presence of environmental hazards or shock and fire hazards.
- m. Approved Solar Installer shall follow all relevant OSHA standards (i.e. Fall Protection, Electrical Safety, Lockout/Tagout, Crane and Hoist Safety, Heat/Cold Stress, and Personal Protective Equipment). Approved Solar Installer shall also be prepared to design solar systems with knowledge of ongoing fire safety rules and practices (including Baltimore County and Howard County setback rules).
- n. Approved Solar Installer shall address any suspected hazards with a sense of urgency. If Approved Solar Installer creates a hazard at the home of a Program Participant, Approved Solar Installer is responsible for remediating the hazard at its own expense.
- o. Upon request by a Program Participant, Approved Solar Installer shall allow Civic Works to mediate conflicts.

VII. **Miscellaneous**

- A. **Representations and Warranties:** Each Party represents and warrants that: (i) it will avoid deceptive, misleading or unethical practices that could adversely affect the performance of any other Party's obligations under this MOU or damage the reputation of the other Party; (ii) it is not a party to any agreement with a third party, the performance of which is reasonably likely to affect adversely its ability or the ability of the other party to perform fully its respective obligations hereunder; (iii) its performance of its obligations under this MOU will not violate any other agreement between such party and any third party.
- B. **Indemnification.** To the extent permitted by applicable law, each Party shall indemnify and hold harmless the other Party and its agents, officers, directors and employees from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney's fees), judgments and awards related to or arising out of the Program or this Agreement sustained, incurred or suffered by or imposed upon the other Party including, but not limited to, (i) the breach of any of the terms of this MOU or any false representation by such Party, or (ii) any grossly negligent acts or omissions or intentional misconduct of such Party. This provision shall survive termination of this MOU.

- C. **Limitation of Liability:** In no event will any party be liable to any other party or any third party for any incidental, consequential, special or punitive damages arising out of this MOU, whether in an action or arising out of breach of contract, tort or any other cause of action, even if such party has been advised of the possibility of such damages.
- D. **Termination:** Any Party may without cause terminate this MOU with sixty (60) days' written notice provided to the other Party. In the event that Civic Works terminates this MOU, Civic Works will notify Approved Solar Installer in writing and all retrofit projects for Program Participants will be transferred to an alternative Approved Solar Installer.
- E. **Probation:** If Approved Solar Installer violates a material term of this MOU, Civic Works may at its sole discretion choose to terminate this MOU, or designate a probationary period for Approved Solar Installer in lieu of termination. The criteria Civic Works may use in making this decision include, but are not limited to: the severity of the violation, whether the violation put the Program Participant's safety or health at risk, whether Approved Solar Installer broke any laws, the extent to which Approved Solar Installer quickly took responsibility for the violation, and, if appropriate, the extent to which Approved Solar Installer worked to swiftly resolve the violation at its own expense. During the probationary period, no new Program Participants will be connected with Approved Solar Installer.

To regain its non-probationary "regular" status and receive new Program Participants, Approved Solar Installer must first resolve the MOU violation to the extent possible. Approved Solar Installer must then submit in writing: i) an analysis of the events leading up to the violation of the MOU term and the source of the problem(s) identified; and ii) an action plan to correct internal systems and ensure future compliance. Finally, Civic Works will reinstate Approved Solar Installer if it determines that Approved Solar Installer has identified the root causes of the MOU violation, and has satisfactorily corrected its internal systems to ensure future compliance.

- F. **Counterparts:** This MOU may be executed in counterparts, including in facsimile and electronic formats (including portable document format (.pdf)), each of which is an original and all of which constitute one and the same instrument.
- G. **Assignment:** Neither Party transfer or assign all or any part of this MOU or its rights or obligations hereunder or otherwise dispose of any right, title or interest herein without the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned, or delayed.
- H. **Governing Law:** This MOU and all Addenda attached hereto and incorporated by reference will be governed by laws of the State of Maryland without regard to its principles of conflicts of law.
- I. **Entire Agreement; Amendments:** This MOU constitutes the entire agreement between the Parties with respect to the Program and supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof. This MOU may be amended, changed, modified, or altered, provided that such amendment, change, modification, or alteration shall be in writing and signed by both Parties hereto.
- J. **Binding Effect:** This MOU shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- K. **Further Assurances:** The Parties agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this MOU and which do not involve the assumption of obligations other than those provided for in this MOU, in order to give full effect to this MOU and to carry out the intent of the Parties.
- L. **Severability:** Any provision of this MOU declared or rendered invalid, unlawful, or unenforceable by any applicable governmental authority shall not otherwise affect the remaining lawful obligations that arise under this MOU.

M. **Third Party Beneficiaries:** There are no third-party beneficiaries to this MOU and this MOU shall not impart any rights enforceable by any third party, except as otherwise specifically provided herein. This MOU shall not be deemed to create any right of action in favor of third parties against Civic Works or The Approved Solar Installer.

VIII. **Addendums**

- **Addendum 1:** Evaluation and Criteria and Metrics: *Evaluation.pdf*
- **Addendum 2:** Base Price, Adders, Wages and Benefits: *BasePrice-Adders-Wages.xlsx*

Executed By:

CIVIC WORKS, INC.

Signed: _____
Name: _____
Title: _____
Date: _____

CONTRACTOR NAME

Signed: _____
Name: _____
Title: _____
Date: _____

2nd CONTRACTOR NAME *(if applicable)*

Signed: _____
Name: _____
Title: _____
Date: _____