

EXHIBIT A

SUBCONTRACT # **TO BE AUTOMATICALLY GENERATED**

Subcontractor:	AUTO-INSERTED	Effective Date:	AUTO-INSERTED
Subcontract Not-to-Exceed (NTE)	AUTO-INSERTED	Subcontractor Address:	AUTO-INSERTED
Subcontractor Primary Contact Person:	AUTO-INSERTED	Subcontractor City, State, ZIP	AUTO-INSERTED

This SUBCONTRACT AGREEMENT (this “Subcontract”) dated to be effective as of the “Effective Date” listed above is between Vermont Energy Investment Corporation (“VEIC”) of 20 Winooski Falls Way, 5th Floor, Winooski, Vermont 05404 and the subcontractor identified in the table above (“Subcontractor”). Each of VEIC and Subcontractor may be referred to herein as a “Party” and collectively, the “Parties”.

Preliminary Statement. VEIC has a contract (the “Prime Contract”) with the District of Columbia Department of Energy and the Environment (“DOEE”) to manage the operations of the District of Columbia Sustainable Energy Utility (the “DCSEU”) and administer sustainable energy programs designed to reduce energy consumption, increase renewable energy generating capacity, reduce the growth of peak electricity demand, improve the efficiency of low-income housing, reduce the growth of energy demand of the largest energy users, increase the number of green-collar jobs in the District of Columbia, and administer the Solar for All (“SfA”) initiative to expand low-income households’ access to solar power and support the creation of new solar energy sources in the District (the “Programs”). VEIC desires to contract with Subcontractor to provide certain services in connection with the projects; and Subcontractor desires to provide VEIC with such services in connection with the projects.

Agreement. In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **DEFINITIONS.** Capitalized terms and acronyms used in this Subcontract will have the meanings defined in **Attachment A**, “Definitions and Acronyms.”
2. **SCOPE OF SERVICES.**
 - a. **Subcontractor Services.** Subcontractor agrees to provide VEIC with the Services during the Performance Period based upon the Scope of Services set forth in **Attachment B** and Subcontractor’s Portfolio of Projects set forth in **Attachment C**. All Services to be provided by Subcontractor will be under the direction of the DCSEU staff set forth in Section 25 of this Subcontract, the SFA Program Portfolio Manager, or Single-Family Program Manager.
 - b. **Changes.** Changes to the Subcontract Scope of Services may be made only by written amendment in accordance with the provisions of Sections 25 and 29. Subcontractor bears all risks for cost incurred by exceeding the Subcontract NTE or Project Incentive NTE if the Subcontractor fails to negotiate and execute an amendment to the existing Subcontract NTE or Project Incentive NTE before the cost overrun occurs.

- c. **Monthly Progress Reports.** For each month in which Subcontractor performs any Services during the Subcontract Construction Period, Subcontractor must submit to VEIC a monthly progress report by no later than the fifth business day of each subsequent month, covering the Services performed in previous month (each a “Progress Report”), unless this requirement has been waived by the Single-Family Program Manager. Each Progress Report will be in letter form, outlining: (i) the actual Services performed since the previous Progress Report; (ii) any problems identified with the Services, budget, and schedule for performance; and (iii) remedial actions planned to address the problems identified.
 - d. **Interim Work Products.** Upon request of VEIC during the Subcontract Construction Period, Subcontractor shall provide VEIC with intermediate work products as they are completed, including interim analyses, working drafts, and memoranda prepared for the Services.
 - e. **Authorization of Projects.** All Services provided Subcontractor to VEIC under this Subcontract will be authorized by VEIC in **Attachment C** (or as otherwise modified by an amendment to **Attachment C**), which must be countersigned by an authorized representative of Subcontractor. No work may be undertaken on a specific Project unless authorized by VEIC in **Attachment C**.
 - f. **Subcontractor’s Portfolio of Projects.** Subcontractor’s Portfolio of Projects will be authorized by VEIC and set forth in list format in **Attachment C**. The list will contain for each Project: (i) the customer name; (ii) the DCSEU Tracker number; (iii) the customer address (and interconnection address, if different); (iv) the Project Capacity (kW) NTE; (v) the Project Incentive (dollars) NTE; (vi) the Project roof repair/replacement and/or electrical services (dollars) NTE, if applicable; (vii) all milestone deadlines and the post construction obligations deadline; (viii) the payment schedule; (ix) the Commercial Operation date; and (x) the Performance Guarantee period. **Attachment C** shall also contain: (i) the Subcontractor’s Portfolio Capacity (kW or MW) NTE; (ii) the Subcontract NTE (dollars); (iii) the incentive price per watt; and (iv) a summary of the milestone deliverables.
 - g. **Terms and Conditions.** All Services performed by Subcontractor will be subject to and governed by the terms and conditions of this Subcontract or applicable Attachments. In the event of any conflict or inconsistency among the individual terms and conditions of this Subcontract or applicable Attachments, the terms of this Subcontract shall control except for Subcontractor’s list of Projects, incentive price per watt, milestone deliverables, deadlines, and payment schedule, which will be controlled by **Attachment C**.
 - h. **Modification, Substitution, and Cancellation of Projects.** The Parties acknowledge that the Projects to be developed and installed during the Project Construction Periods (defined in Section 3 below) are subject to modifications, substitutions, and cancellations (“changes”). Subcontractor shall immediately notify VEIC of any changes that may impact the feasibility, capacity, and/or any other details of the Projects contained in **Attachment C**. Any changes to Subcontractor’s Portfolio of Projects (**Attachment C**) may be made only by written amendment in accordance with the provisions of Sections 25 and 29. Subcontractor bears all risks for cost incurred for changes to a Project if Subcontractor fails to negotiate and execute an amendment to **Attachment C** before costs due to the changes are incurred.
3. **PERFORMANCE PERIOD.** The “Performance Period” for this Subcontract will commence on the Effective Date and shall continue until completion of the Subcontract Scope of Services, including the Subcontract Operating Period (defined below), unless amended or terminated earlier in accordance with the provisions of this Subcontract. Any interim dates for completion of the

Services, including the due date of any milestone deliverables, are as specified in Attachment C. Time is of the essence in undertaking all of Subcontractor's obligations under this Subcontract.

- a. **Subcontract Construction and Operating Periods.** The Performance Period for this Subcontract shall consist of a "Subcontract Construction Period" during which Subcontractor shall ensure that all Projects are constructed and interconnected as described in Attachment B and Attachment C, and a "Subcontract Operating Period" during which Subcontractor shall ensure all Projects are operated, maintained, and produce the Minimum Production Requirement as described in Attachments A and B. The Subcontract Construction Period shall commence as of the Effective Date listed on Page 1 of this Subcontract and continue until all Projects that receive funding under this Subcontract achieve the requirements as described in Attachment B and Attachment C. The Subcontract Operating Period shall commence on the date the first Project achieves Authorization to Operate ("ATO") and continue until all Projects that receive funding under this Subcontract have achieved 20 years of Commercial Operation.
 - b. **Project Construction and Operating Periods.** The Performance Period for a Project shall consist of a "Project Construction Period", during which Subcontractor shall ensure the Project achieves all the requirements as described in Attachment B and Attachment C, and a "Project Operating Period", during which Subcontractor shall ensure the Project is operated, maintained, and produces the Minimum Production Requirement as described in Attachments A and B. Each Project Construction Period shall commence upon the date the Project is authorized by VEIC in Attachment C and continue until the Project achieves the requirements as described in Attachment B and Attachment C. Each Project Operating Period shall commence as of the date the Project receives an ATO from PEPCO and continue until the Project has achieved 20 years of Commercial Operation from the Commercial Operation Date.
4. **DOCUMENTATION REQUIREMENTS.** Subcontractor must submit to VEIC an executed Conflict of Interest Disclosure Form attached to this Subcontract as Attachment E. Until the completed form is on file with VEIC, VEIC shall be under no obligation to pay any invoices submitted by Subcontractor.
5. **FEES AND PAYMENTS.**
- a. **Payment of Invoices.** Subcontractor will be paid in accordance with Attachment D, "Invoicing and Payments," and the provisions of this Section 5.
 - b. **Subcontract and Project Incentive Not-to-Exceed Amounts.** The Subcontract Not-to-Exceed Amount or Subcontract NTE is the maximum amount to be paid to Subcontractor hereunder for all Services performed under this Subcontract, which will be authorized by VEIC on a per Project basis in Attachment C. The Project Incentive Not-to-Exceed or Project Incentive NTE is the maximum amount to be paid to Subcontractor hereunder for a Project authorized by VEIC and as set forth in Attachment C. The sum of Subcontractor's invoices under this Subcontract shall not exceed the Subcontract NTE or the applicable Project Incentive NTE except when overages have been approved by VEIC in a written amendment to this Subcontract in accordance with the provisions of Section 29.a. prior to Subcontractor exceeding the Subcontract NTE or applicable Project Incentive NTE. ***SUBCONTRACTOR BEARS ALL RISKS FOR COST OVERRUNS INCURRED BY EXCEEDING THE SUBCONTRACT NTE SET FORTH ON THE FIRST PAGE OF THIS SUBCONTRACT OR THE APPLICABLE PROJECT INCENTIVE NTE SET FORTH IN ATTACHMENT C IF THE SUBCONTRACTOR DOES NOT NEGOTIATE AND A WRITTEN AMENDMENT OF THE RELEVANT NTE IS NOT EXECUTED BEFORE THE COST OVERRUNS OCCUR.***

- c. **Subcontract and Project Incentive NTE.** The Subcontract NTE for this Subcontract is stated on the first page of this Subcontract. The Project Incentive NTEs for each Project under this Subcontract are set forth in **Attachment C.**
- d. **Subcontract NTE Reduction.** The Subcontract NTE does not represent a guaranteed payment amount to Subcontractor. VEIC reserves its right in its sole discretion to: (i) authorize any level of Services under this Subcontract subject to the Subcontract NTE; and, (ii) to decrease the Subcontract NTE at any point during the term of this Subcontract if a Project is changed as set forth in Section 2.h. of this Subcontract.
- e. **Effect of Payment.** Payment by VEIC for Services or Products shall not be construed as: (i) an acceptance of any Services or Products; or (ii) a waiver or limitation of any of VEIC's rights or remedies under this Subcontract, at law, or in equity, with regard to Services or Products that do not comply with or conform to the applicable attachment or other provisions in this Subcontract.
- f. **Submission of Invoices.** Subcontractor shall invoice VEIC upon completion of the final milestone for each Project as specified in **Attachment C.** Invoices shall be submitted as directed, and with the information required on **Attachment D.** All project-related materials, supplies, and equipment purchased by Subcontractor or its subcontractors shall be installed prior to submitting an invoice to VEIC.

6. INDEPENDENT CONTRACTOR.

- a. **No Employment Relationship.** Subcontractor is an independent contractor. This Subcontract does not establish an employment, partnership, or joint venture relationship between VEIC and Subcontractor, or between VEIC and the Subcontractor's employees or subcontractors. Accordingly, all persons employed or retained by Subcontractor in connection with the performance of its obligations hereunder shall be employees or agents of the Subcontractor, or those of its subcontractors or suppliers, as the case may be, and are not the employees or agents of VEIC in any respect. Subcontractor assumes full responsibility for the actions and supervision of its employees and subcontractors. It is further understood that Subcontractor is free to work for other parties during the Performance Period of this Subcontract.
- b. **No Agency; Acceptable Practice.** Subcontractor shall not represent or hold itself out to anyone as being an agent of VEIC or the District, nor indicate that Subcontractor has the right to speak for, represent, or obligate VEIC or the District in any way, unless expressly authorized in writing to speak on behalf of VEIC only by an authorized representative of VEIC.
- c. **Taxes and Employee Benefits.** Subcontractor shall be obligated to pay all taxes arising from the compensation payable hereunder. Subcontractor is solely and exclusively responsible for all applicable federal, state, and local taxes and withholdings with respect to any fees or expense reimbursements Subcontractor may receive as a result of this Subcontract.
- d. **No Claims or Recourse.** None of Subcontractor's employees or subcontractors shall have any claim against VEIC for employee benefits, including vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or other employee benefits of any kind. Subcontractor understands that Subcontractor and its subcontractors are not a named insured or additional insured on any VEIC insurance policies. Because Subcontractor and its subcontractors are independent contractors, neither party shall have any recourse against any of VEIC's affiliates, members, partners, joint venturers, shareholders, officers, directors, or employees for any reason, other than as set forth in the

Subcontract. Further, to the extent that VEIC or any affiliate of VEIC is assessed any fines, penalties, taxes, or costs related to the independent contractor relationship between Subcontractor or its subcontractors and VEIC, Subcontractor shall indemnify and hold harmless VEIC, its affiliates, and the District in full.

- e. **Performance and Timing.** Other than VEIC providing overall deadlines and general production guidelines, Subcontractor will determine the times, methods, details, and means of performing the Services identified in **Attachment B** and **Attachment C** of this Subcontract. Notwithstanding the aforementioned, VEIC retains the right to inspect and generally oversee the performance and timing to ensure conformity with the requirements of this Subcontract.
- f. **Workspace and Materials.** Subcontractor is responsible for supplying and using Subcontractor's own office space, business equipment, telephone, copier, and other materials necessary to conduct Subcontractor's business and to perform the Scope of Services contemplated by this Subcontract.

7. **INSURANCE.**

- a. **Minimum Insurance Coverages.** Before commencing the Subcontract Scope of Services, Subcontractor will provide a Certificate(s) of Insurance to VEIC to show that the following minimum insurance coverages are in effect:
 - i. **Commercial General Liability Insurance.** Subcontractor shall provide evidence satisfactory to VEIC with respect to the Services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; bodily injury and property damage including, but not limited to: premises-operations; broad form property damage; products and completed operations; personal and advertising injury; and contractual liability and independent contractors; however, for subcontracts under \$100,000, Subcontractor may instead provide evidence satisfactory to VEIC with respect to the Services performed that it carries \$1,000,000 in Umbrella and Liability Insurance. The policy coverage will be primary and non-contributory with any other insurance maintained by the District and VEIC, and will contain a waiver of subrogation, as set forth in Section 7.f. Subcontractor will maintain completed operations coverage for five (5) years following the end of the Subcontract Operating Period.
 - ii. **Automobile Liability Insurance.** Subcontractor shall provide automobile liability insurance to cover all owned, hired, or non-owned motor vehicles used in conjunction with the performance of this Subcontract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage. The automobile liability insurance must be held by Subcontractor and not its individual employees.
 - iii. **Workers' Compensation Insurance.** Subcontractor shall carry Workers' Compensation insurance, and with respect to such insurance, Subcontractor shall comply with the statutory mandates of the District of Columbia and any other jurisdiction in which the Subcontract is performed.
 - iv. **Employer's Liability Insurance.** Subcontractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

- v. **Crime Insurance (3rd Party Indemnity)**. Subcontractor shall provide a 3rd Party Crime Policy to cover the dishonest acts of Subcontractor's employees which result in a loss to VEIC or the District. The policy shall provide a limit of \$1,000,000 per occurrence.
 - vi. **Cyber Liability Insurance**. Subcontractor shall provide Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Subcontractor in this Subcontract and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
 - vii. **Professional Liability Insurance (Errors and Omissions)**. Subcontractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Subcontract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$2,000,000 annual aggregate.
 - viii. **Sexual/Physical Abuse and Molestation**. Subcontractor shall provide evidence satisfactory to VEIC and the Contracting Officer with respect to the Services performed under this Subcontract that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. This insurance requirement will be considered met **if the general liability insurance includes sexual abuse and molestation coverage as a separate endorsement for the required limits** as evidenced on its Certificate of Insurance.
 - ix. **Umbrella or Excess Liability Insurance**. Subcontractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$3,000,000 per occurrence. All liability coverage must be scheduled under the umbrella and that the combined limits of the above required policies should be no less than \$3,000,000 aggregate. However, for subcontracts under \$100,000, Subcontractor may instead provide evidence satisfactory to VEIC with respect to the services performed that it carries \$1,000,000 in Umbrella and Liability Insurance.
- b. **Certificates of Insurance Requirements**. The Certificate(s) of Insurance shall name VEIC and the District as additionally insured parties as their interests may appear on all liability policies and provide a waiver of subrogation in favor of the additional insured to the fullest extent allowable under all policies and under the law. In no event will any Services be performed until the required Certificate(s) of Insurance signed by an authorized agent or broker of the insurer(s) have been provided to and accepted by VEIC. All insurance will be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and that have an A.M. Best Company rating of A-VIII or higher.
 - c. **Cancellation Notice; Duration**. All policies will provide that VEIC and DOEE will be given thirty (30) days prior written notice from the insurance carrier in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the

expiration date shown in the certificate. It is the responsibility of Subcontractor to maintain current Certificate(s) of Insurance on file with VEIC through the Performance Period of this Subcontract. Subcontractor will provide VEIC and DOEE with ten (10) days prior written notice in the event of non-payment of premium. **Subcontractor shall maintain these insurance policies during the Subcontract Construction Period and for a period of five (5) years following the Subcontract Construction Period.** Notwithstanding the aforementioned, Subcontractor shall maintain Commercial General Liability Insurance for a period of five (5) years following the Subcontract Operating Period.

- d. **Liability.** These are the required minimum insurance requirements established by the District and VEIC. However, the required minimum insurance requirements provided above will not in any way limit Subcontractor's liability under this Subcontract.
- e. **Subcontractor's Property.** Subcontractor is solely responsible for any loss or damage to its personal property and its subcontractors, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment.
- f. **Waiver of Subrogation.** To the fullest extent allowable under all policies and under law, Subcontractor and its insurers hereby waive all rights of subrogation against the District and VEIC, and each of their respective directors, officers, employees, agents, and representatives. Subcontractor shall include a waiver of subrogation in favor of the District and VEIC on its Certificate of Insurance, and, if requested, shall furnish copies of endorsements as further evidence of a waiver of subrogation.
- g. **Measure of Payment.** Neither the District nor VEIC will make any separate measure or payment for the cost of any required insurance. Subcontractor will include all of the costs of such insurance in Subcontractor's incentive price per watt specified in **Attachment C.**
- h. **Notification and Stop Work.** Subcontractor shall immediately provide VEIC with written notice if its insurance coverage will be substantially changed, canceled, or not renewed, and shall immediately cease Services if its insurance coverage is cancelled or reduced below the minimum insurance coverages required under this Subcontract. Subcontractor may resume Services once Subcontractor (i) provides an updated Certificate of Insurance to VEIC and DOEE in compliance with the minimum insurance coverages under this Section, or (ii) the Parties execute a Subcontract amendment modifying the minimum insurance requirements as outlined in Section 29.a.
- i. **Submission Requirements.** Subcontractor will submit a Certificate(s) of Insurance to VEIC giving evidence of the required coverage and limits as specified in this Section 7 prior to commencing Services. Unless and until a Certificate(s) of Insurance is submitted to VEIC and DOEE that complies with the requirements of this Section 7, Subcontractor shall not commence the Services hereunder, and VEIC shall be under no obligation to pay any invoices submitted by Subcontractor for work and Services performed before the required Certificate(s) of Insurance is submitted. VEIC and DOEE also reserve the right to request full copies of Subcontractor's insurance policies and/or endorsements to verify compliance with the requirements of this Section 7.
- j. **Disclosure of Information.** Subcontractor agrees that the District and VEIC may disclose the name and contact information of its insurers to any third party presenting a claim for any damages or claims resulting from or arising out of the Services performed by Subcontractor, its agents, employees, or subcontractors under this Subcontract.

- k. **No Warranty as to Coverages; Failure to Maintain Insurance.** No warranty is made by VEIC or the District that the coverages and limits listed herein are adequate to cover and protect the interests of Subcontractor for Subcontractor's operations. The required coverages are solely minimums that have been set to protect the interests of VEIC and the District. None of VEIC's or the District's insurance coverage will apply to Subcontractor. IN NO EVENT WILL VEIC OR THE DISTRICT BE LIABLE TO SUBCONTRACTOR FOR SUBCONTRACTOR'S FAILURE, AND/OR ITS SUBCONTRACTOR'S FAILURE, TO MAINTAIN ADEQUATE INSURANCE.
- l. **Broader Coverage; Higher Limits.** If Subcontractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown above, VEIC and the District shall be entitled to the broader coverage and/or the higher limits maintained by the Subcontractor and its subcontractors.

8. **REPRESENTATIONS AND WARRANTIES OF SUBCONTRACTOR.**

- a. **Representations, Warranties and Covenants.** Subcontractor represents, warrants, and covenants to VEIC as follows:
 - i. **Status.** That Subcontractor's full legal name is as set forth on the first page of this Subcontract. Subcontractor is either an individual or is an organization validly existing, and in good standing, under the laws of the state or jurisdiction where it is formed.
 - ii. **Due Authorization.** That this Subcontract has been duly authorized, executed, and delivered by Subcontractor, and constitutes a legal, valid, and binding obligation of Subcontractor, enforceable in accordance with its terms. The officer or representative of Subcontractor signing this Subcontract on behalf of Subcontractor has been duly authorized to sign the Subcontract on behalf of Subcontractor.
 - iii. **Litigation.** That there are no existing undisclosed or threatened legal actions, claims, encumbrances, or liabilities that may adversely affect the Services or VEIC's rights hereunder.
 - iv. **Personnel Warranty.** That Subcontractor will provide highly qualified supervision and sufficient, competent personnel to perform the Services.
 - v. **Quality of the Services.** That the Services shall conform with the standards of care and practice appropriate to the nature of the Services, and that the Services shall be free from material defects, errors, and omissions, and that the Services shall be in conformity with the terms and conditions of this Subcontract. Services not conforming to these standards shall be considered defective.
 - vi. **Due Diligence.** That Subcontractor will carry out the Services with due diligence and efficiency, in a practical manner designed to promote the purposes of the Program.
 - vii. **Compliance with Laws.** That its performance of the Services shall comply with all applicable laws, statutes, ordinances, rules, regulations, and orders enacted by or promulgated by federal, state, municipal, or other governmental authorities, including, but not limited to, those relating to public health and safety, employment, equal employment opportunity, the environment, taxes and withholding, labor, and the specific

regulations and statutory requirements set forth in Sections 9 and 10 and **Attachment F**. This warranty shall extend to Subcontractor's agents, employees, and subcontractors.

- viii. **Licenses, Approvals and Fees**. That before starting on any part of the Services, it and its employees and subcontractors shall: (i) be licensed in accordance with all applicable laws; (ii) procure all necessary permits, licenses, concurrences, and other governmental approvals; (iii) pay all charges and fees; and (iv) give all notices necessary or incidental to the due and lawful prosecution of the Services. Performance of the Services shall comply with all of the terms, conditions, and limitations contained in any certificate, permit, or license applicable to the Services, and Subcontractor shall immediately notify VEIC in writing if any required permit, license, concurrence, or approval expires, is suspended, or is revoked.
 - ix. **Protection of Homeowner's and Tenant's Property, if applicable**. That it shall adequately protect and avoid damage to the property of the homeowner(s) and tenant(s), if applicable, at the locations where the Subcontract Scope of Services will be performed, including, but not limited to, ensuring that the premises where any solar panels are being installed are structurally sufficient to support the panels, and that it will be responsible for any damage or injury arising directly or indirectly from the performance of the Services.
 - x. **Protection of Adjacent Property**. That when adjacent property to a property where the Subcontract Scope of Services will be performed is affected or endangered, or potentially affected or endangered, by any of the Services performed under this Subcontract, it shall be the responsibility of Subcontractor, at Subcontractor's expense, to take whatever steps are necessary for the protection of the adjacent property(ies) and to notify the owner(s) of the adjacent property(ies) regarding the possible hazards.
 - xi. **Debris and Waste Materials**. That it shall keep the property(ies) at which the Subcontract Scope of Services will be performed clean and orderly at all times during the performance of the Services, shall remove from the property all debris and waste materials resulting from the performance of the Services, and shall dispose of all debris and waste materials in accordance with applicable laws and regulations.
 - xii. **Bankruptcy**. That it shall provide VEIC with prompt notice, and in any event, within seven (7) days if Subcontractor is adjudged bankrupt or insolvent, files a petition to take advantage of any bankruptcy or insolvency law, makes a general assignment for the benefit of its creditors, and/or a trustee or receiver is appointed for Subcontractor or for any of Subcontractor's property.
- b. **Breach of Warranty**. If any of the Services are defective or otherwise breach the warranties made in this Subcontract, then VEIC may require correction or re-performance of same to VEIC's satisfaction without further cost to VEIC, and Subcontractor shall be liable for all damages caused to VEIC, DOEE, and any recipient of the output of a PV System installed under this Subcontract. If such required correction or re-performance is not properly or timely performed, then VEIC may terminate Subcontractor's performance, have such Services performed by a third party, and, in addition to any other remedies VEIC may have, deduct from payments then or thereafter due to Subcontractor all costs and expenses thereby incurred by VEIC, including internal costs and expenses incurred pursuing the remedies provided for in this Section.

- c. **Payment or Acceptance.** Neither final payment nor acceptance of the Services shall relieve Subcontractor of responsibility for failure to meet the warranties made in the Subcontract.

9. SUBCONTRACTOR REPRESENTATION AND COVENANTS REGARDING EMPLOYEES.

- a. **Certified Business Enterprises.** VEIC is required under the Prime Contract to be a signatory to the CERTIFIED BUSINESS ENTERPRISE PARTICIPATION AND UTILIZATION AGREEMENT, Article I, Section 1.1 Utilization of Certified Business Enterprises, with the DSLBD (the “CBE Agreement”). In order to ensure that VEIC meets its requirements under the CBE Agreement, Subcontractor must certify on the signature page of this Subcontract as to its CBE status. In addition, if Subcontractor has contracts with VEIC totaling in excess of five thousand dollars (\$5,000.00), Subcontractor must comply with all CBE Agreement compliance reporting requirements as provided by VEIC from time to time (**Attachments I and J**), unless compliance has been waived in writing by VEIC. Failure to submit CBE compliance reporting will result in **PAYMENTS HEREUNDER BEING WITHHELD BY VEIC UNTIL SUBCONTRACTOR IS IN COMPLIANCE.**
- b. **First Source Employment Agreement.** If Subcontractor’s cumulative value of all contracts involving District funds is equal to or in excess of three hundred thousand dollars (\$300,000.00), Subcontractor shall enter into a First Source Employment Agreement with the District Department of Employment Services through the First Source Online Registration and Reporting System (FORRS) and shall comply with all registration, reporting, and compliance requirements therein. If requested by VEIC, Subcontractor shall provide evidence satisfactory to VEIC and/or the CA that Subcontractor complies with the requirements set forth in this Section and the First Source Employment Agreement Act of 1984, as amended, (codified in D.C. Official Code §§ 2-219.01 – 2.219.05). **FAILURE TO EXECUTE THE FIRST SOURCE EMPLOYMENT AGREEMENT AND FORMS OR COMPLY WITH ALL REQUIREMENTS THEREIN MAY RESULT IN PAYMENTS HEREUNDER BEING WITHHELD BY VEIC UNTIL SUBCONTRACTOR IS IN COMPLIANCE.**
- c. **Apprenticeship Program.** If Subcontractor’s cumulative value of all contracts involving District funds is equal to or in excess of five hundred thousand dollars (\$500,000.00), Subcontractor shall register an apprenticeship program with the District of Columbia Apprenticeship Council and comply with all registration, reporting, and compliance requirements of the Apprenticeship Requirements Amendment Act of 2004, as amended, (Codified in D.C. Official Code §§ 2-219.03 and 32-1431). If requested by VEIC, Subcontractor shall provide evidence satisfactory to VEIC and/or the CA that Subcontractor complies with the requirements set forth in this Section and the Apprenticeship Requirements Amendment Act of 2004. **FAILURE TO REGISTER AN APPRENTICESHIP PROGRAM AND FORMS OR COMPLY WITH ALL REQUIREMENTS THEREIN MAY RESULT IN PAYMENTS HEREUNDER BEING WITHHELD BY VEIC UNTIL SUBCONTRACTOR IS IN COMPLIANCE.**

10. FEDERAL AND DISTRICT REGULATIONS AND STATUTORY REQUIREMENTS.

- a. **Federal and District Laws.** Subcontractor shall comply with all federal and District of Columbia regulatory and statutory requirements, as amended, including, but not limited to, those relating to safety, employment, equal employment opportunity, the environment, taxes and withholding, labor, and the specific regulations and statutory requirements set forth in Section 9 and **Attachment F.**

- b. **Effect of Noncompliance.** *FAILURE OF SUBCONTRACTOR TO COMPLY WITH ANY APPLICABLE STATUTE OR REGULATION MAY BE THE BASIS FOR VEIC TO WITHHOLD PAYMENTS DUE UNDER THE TERMS OF THIS SUBCONTRACT AND/OR FOR TERMINATION OF THIS SUBCONTRACT FOR CAUSE BY VEIC.*

11. INSPECTIONS.

- a. Subcontractor shall control and direct the details of the Services rendered and installation of any Products as part of the Projects when the foregoing is part of the Subcontract Scope of Services. VEIC seeks to fulfill a public function in undertaking the Projects and recognizes that performance of the Services is dependent upon the specialized skills and training of Subcontractor. However, the Services must meet the approval of VEIC and DOEE and shall be subject to their rights of inspection and rights to secure satisfactory completion of the Services and this Subcontract. Subcontractor, as requested, shall report directly to the authorized VEIC representative or his/her designee regarding all of Subcontractor's activities hereunder.
- b. VEIC and DOEE have the right to physically or virtually inspect and test all Services called for by this Subcontract at reasonable times and places during the term of this Subcontract. Subcontractor agrees to comply with all reasonable requests made by VEIC or DOEE to physically or virtually inspect and/or test all Services. VEIC and DOEE will perform inspections and tests in a manner that will not unduly delay the Services. If VEIC or DOEE performs inspections or tests, Subcontractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these rights. For purposes of this Subcontract, if the Subcontract Scope of Services requires entry on to property of third persons, Subcontractor acknowledges and agrees that the Authorized VEIC Representative, the CA and CO, and their designees shall have the same rights as the Subcontractor to access the premises of any location where Services are performed in order to complete inspections.

12. SETTLEMENT OF DISPUTES. Any dispute arising out of or relating to this Subcontract will be resolved in accordance with the procedures specified herein, which will be the sole and exclusive procedures for the resolution of any such disputes. Notwithstanding the aforementioned, nothing in this Section 12 shall be construed to limit the DCSEU's ability to require repayment of a Project incentive if Subcontractor fails to deliver the Annual Expected Electricity Output to the income-eligible property owner or tenant for at least 20 years from the date the Subcontractor receives ATO and the Project achieves Commercial Operation as set forth in **Attachment B**.

- a. **Negotiation.** The Parties will attempt to resolve promptly any dispute, claim, or controversy arising out of or relating to this Subcontract, or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of the agreement to arbitrate, (collectively, a "dispute") by negotiation between representatives who have the authority to settle the dispute. For VEIC, the Interim Managing Director of the DCSEU or VEIC's Chief Executive Officer may be contacted. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business pursuant to this subsection. Within ten (10) calendar days after delivery of the notice, the receiving Party will submit to the notifying Party a written response. The notice and response will include (a) a statement of that Party's position and a summary of arguments supporting that position, and (b) the name and title of the representative of that Party and of any other person who will accompany the representative. Within ten (10) calendar days after delivery of the initial notice, the representatives of both Parties will meet at a mutually acceptable time and place to attempt to resolve the dispute. All

negotiations pursuant to this provision are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

- b. **Mediation.** Any dispute that has not been resolved by negotiation within thirty (30) calendar days after first notice of the dispute shall be determined first by mediation. The Parties shall choose an independent third-party mediator by mutual agreement and consent, which shall not be unreasonably withheld. When selecting a mediator, the Parties shall consider the qualified mediators of the District of Columbia Office of Administrative Hearings. The mediation shall be administered by the third-party mediator, and a resolution on the dispute may be entered in any court having jurisdiction unless otherwise agreed to by the Parties in writing as a part of the resolution. This clause shall not preclude the Parties from seeking provisional remedies in aid of mediation from a court of appropriate jurisdiction
- c. **Arbitration.** Any dispute that has not been resolved by negotiation or mediation will be finally resolved by arbitration under the Rules of Conciliation and Arbitration of the American Arbitration Association by one or more arbitrators appointed in accordance with said Rules. The arbitration will take place in the District of Columbia. The resulting award will be final and binding on the Parties and will be in lieu of any other remedy.
- d. **Injunctive Relief.** Nothing herein shall limit either Party's right to seek injunctive relief from a court of competent jurisdiction prior to and during the pendency of negotiations or arbitration under this Section 12.
- e. **Labor Disputes.** Disputes arising out of the labor standards provisions of this Subcontract shall not be subject to the foregoing clauses of this Section 12. All such labor disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 Code of Federal Regulations ("CFR") parts 5, 6, and 7. Disputes within the meaning of this Subsection 12.e. include disputes between Subcontractor (or any of its subcontractors) and VEIC, DOEE, the U.S. Department of Labor, or their respective employees or representatives.

13. **INDEMNIFICATION.**

- a. **Obligation to Indemnify.**
 - i. **General Indemnification.** Subcontractor agrees to defend, indemnify, and hold harmless VEIC, the District, and their respective officers, agencies, departments, agents, and employees (collectively the "Indemnitees") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs, and expenses incidental thereto (including costs of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or Services performed by: (i) Subcontractor; (ii) Subcontractor's officers, employees, agents, subcontractors; or (iii) any other person acting for or by permission of Subcontractor in performance of this Subcontract. This includes, but is not limited to, any damage caused to the property of the homeowner(s) or tenant(s), if applicable, at the locations where the Services are performed as well as to any adjacent property(ies). Subcontractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Subcontract. Subcontractor will also repair or replace any Indemnitees' property that is damaged by (i) Subcontractor; (ii) Subcontractor's officers, employees, agents, subcontractors; or (iii) any other person acting for or by permission of Subcontractor while performing work hereunder.

- ii. **Intellectual Property Indemnification.** Subcontractor agrees to defend, indemnify, and hold harmless the Indemnitees from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs, and expenses incidental thereto (including costs of defense and attorneys' fees), resulting from, arising out of, or in any way connected to any alleged: (a) patent, copyright, or trademark infringement; (b) unlawful disclosure, use, or misappropriation of trade secrets; or (c) any other violation of any third party intellectual property right. If any injunction or restraining order is issued, Subcontractor will, at its expense, either obtain for Indemnitees the right to continue to use and commercialize all allegedly infringing services and work product and the allegedly misappropriated trade secrets, or replace or modify the Services and work product to make them non-infringing.
- b. **Effect of Insurance.** The indemnification obligation under this Section 13 will not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation, or benefits payable by or for Subcontractor or any party acting under Subcontractor's direction.
- c. **Notice.** VEIC agrees to give Subcontractor prompt written notice of any claim of indemnity under this Section 13, but in any event not later than thirty (30) days after VEIC is made aware of such claim.
- d. **Control of Defense and Settlement.** Additionally, Subcontractor will have the right and sole authority to control the defense or settlement of any claims, provided that no contribution or action by the Indemnitees is required in connection with the settlement.
- e. **Holdback.** Monies due or to become due to Subcontractor under this Subcontract may be retained by VEIC or the District as necessary to satisfy any outstanding claim the Indemnitees may have against Subcontractor.

14. **TERMINATION FOR DEFAULT.**

- a. **Event of Default.** Any failure of Subcontractor to comply with the terms and conditions of this Subcontract and the attachments hereto, or any action(s) or inaction that materially threatens Subcontractor's ability to perform the Services and fulfill the objectives of this Subcontract, shall constitute an "Event of Default" under this Subcontract. Upon an Event of Default, VEIC may, by written notice to Subcontractor, terminate this Subcontract or any applicable Project(s) authorized by VEIC in **Attachment C** for default if such breach is not cured within the applicable cure period (if any) set forth in Section 14.b. Subcontractor shall promptly repay to VEIC all incentive payments paid to Subcontractor for all Projects(s) terminated for an Event of Default. By way of examples only, and without limitation, the following shall constitute Events of Default under this Subcontract:
 - i. Failure of Subcontractor to perform the Services, install the Products, and/or fulfill any other obligation as set forth in the Subcontract, applicable Attachment(s), or any authorized amendment to this Subcontract;
 - ii. Failure of Subcontractor to timely perform its obligations pursuant to the Subcontract, applicable attachment(s) or any authorized amendment to this Subcontract;
 - iii. Material breach by Subcontractor of any representation or warranty set forth in this Subcontract, applicable Attachment(s), or any authorized amendment to this Subcontract;

- iv. Subcontractor fails at any time during the Performance Period to: (i) be licensed or maintain its license(s) in accordance with all applicable laws of the District of Columbia and its state of incorporation/organization; (ii) procure all necessary permits, approvals, and consents necessary to lawfully perform the Services; (iii) ensure that performance of the Services complies with all of the terms, conditions, and limitations contained in any certificate, permit, or license applicable to and obtained in connection with the Services; or (iv) fails to maintain the minimum insurance coverages or limits set forth in Section 7 of this Subcontract;
 - v. Subcontractor engages in behavior that is dishonest, fraudulent, reckless, or consistently unresponsive, or gives rise to a conflict of interest inconsistent with its obligations under this Subcontract;
 - vi. Subcontractor fails to respond within a reasonable amount of time to or to reasonably cooperate with VEIC's reasonable and material questions, demands, or requests to modify or amend the Subcontract or any applicable Attachments;
 - vii. Subcontractor fails to correct any nonconforming Services in a reasonable amount of time, or fails to reasonably cooperate or respond to reasonable requests to correct performance, management, or facilitation of this Subcontract when such actions are jeopardizing completion of the Services and fulfillment of the Programs' objectives; and/or
 - viii. Subcontractor is adjudged bankrupt or insolvent, files a petition to take advantage of any bankruptcy or insolvency law, makes a general assignment for the benefit of its creditors; and/or a trustee or receiver is appointed for Subcontractor or for any of Subcontractor's property.
- b. **Termination.** VEIC may terminate this Subcontract or any applicable Project(s) authorized by VEIC in **Attachment C** for default:
- i. In the cases of an Event of Default pursuant to Sections 14.a.i., ii., iii, vi, or vii and/or any other Event of Default not specifically listed above, if Subcontractor does not cure such Event of Default within seven (7) calendar days from receipt of notification of such Event of Default from VEIC, or sooner (at VEIC's election) if public safety or violations of the law, rules, or other regulations are involved; or
 - ii. In the cases of an Event of Default pursuant to Sections 14.a.iv., v. and/or viii., immediately upon providing Subcontractor notice of termination.

Termination for Default shall not relieve Subcontractor from liability for all damages caused to VEIC, DOEE, and any recipient of the output of a PV System installed under this Subcontract.

- c. **Close-Out of Services.** In the event of termination of this Subcontract or any applicable Project(s) authorized by VEIC in **Attachment C** pursuant to this Section 14 and during the Subcontract Construction Period, Subcontractor will perform such additional work as is necessary for the orderly filing of documents with VEIC to allow for efficient close out of the Services. No payments for disputed services or filing and close-out work will be made until and unless VEIC receives payment for the Services from DOEE.
- d. **Transfer of Work.** In the event of termination of this Subcontract or any applicable Project(s) authorized by VEIC in **Attachment C** pursuant to this Section 14 and during the Subcontract

Construction Period, Subcontractor will turn over to VEIC all paperwork, related documents and any Confidential Information provided to Subcontractor by VEIC, DOEE, or any of VEIC's customers pursuant to this Subcontract. Subcontractor shall return to VEIC all incentive payments, if any, made to Subcontractor to date within thirty (30) calendar days following the date of termination.

- e. **Final Invoice.** Subcontractor will render a final invoice and supporting information as required on **Attachment D** for Services provided to VEIC by the 5th business day of the month following the date of termination. If such final invoice is approved by VEIC, VEIC will pay the invoice in accordance with the provisions set forth on **Attachment D**.

15. TERMINATION WITHOUT CAUSE.

- a. **VEIC Termination.** Notwithstanding any other provision of this Subcontract, VEIC may terminate this Subcontract, or any applicable Project(s) authorized by VEIC in **Attachment C**, without cause by giving thirty (30) calendar days advance written notice thereof to Subcontractor. No termination of a Project(s) pursuant to this Section 15 shall affect the termination of any other Project(s).
- b. **Effect of Termination.** Upon termination of this Subcontract or any applicable Project(s) authorized by VEIC in **Attachment C** pursuant to this Section 15, Subcontractor will have no further obligation to provide Services to VEIC pursuant to this Subcontract or the affected Project(s), respectively, other than to submit all required reports for Services provided under this Subcontract and to return any paperwork, related documents and/or Confidential Information provided to Subcontractor by VEIC, DOEE, or any of VEIC's customers pursuant to this Subcontract.
- c. **Final Invoice.** Subcontractor will render a final invoice and supporting information as required in **Attachment D** for Services provided to VEIC by the 5th business day of the month following the date of termination. If such final invoice is approved by VEIC, VEIC will pay the invoice in accordance with the provisions set forth in **Attachment D**.

16. TERMINATION OF PRIME CONTRACT.

- a. **Assignment of Subcontract.** If the Prime Contract expires or is terminated by VEIC or DOEE for any reason, then pursuant to Section 24, upon notice to Subcontractor, VEIC shall assign its rights and delegate the performance of its obligations to a third party ("Third Party") selected by DOEE.
- b. **Effect of Termination.** Upon assignment of this Subcontract pursuant to this Section 16, Subcontractor will have no further obligation to provide Services to VEIC and shall provide Services to the Third Party pursuant to this Subcontract. VEIC will have no further obligation to pay Subcontractor except for payment of fees to Subcontractor for attainment of the final milestone as specified in **Attachment B** for work completed before the date of termination of the Prime Contract. Any unpaid fees will only be disbursed to Subcontractor if VEIC receives payment of these fees from DOEE.
- c. **Final Invoice.** Subcontractor will render a final invoice and supporting information as required in **Attachment D** for Services provided to VEIC by the 5th business day of the month following the date of termination of the Prime Contract. If approved by VEIC, VEIC will pay the invoice in accordance with the provisions set forth in **Attachment D**.

17. STOP WORK NOTICE.

- a. **Notice.** VEIC or DOEE may, at any time during the Performance Period, by oral or written notice to Subcontractor, require Subcontractor to stop all or any part of the Services to be performed pursuant to the Prime Contract or this Subcontract for reasons of (i) public safety, (ii) to investigate an alleged violation of safety or other laws, rules or regulations, (iii) the lack of availability of funding, or (iv) due to concerns regarding performance of the Services. To the extent feasible in the circumstances, if oral notice is provided by VEIC, VEIC shall follow-up with formal written notice.
- b. **Cessation of Work.** Upon oral or written notice by VEIC to Subcontractor to stop all or any part of the Services, Subcontractor shall comply with the terms of such notice by immediately ceasing performance of the Services during the Performance Period until further notice, and by notifying its officers, employees, agents, subcontractors, or any other person acting for or by permission of Subcontractor to stop all work until further notice. Subcontractor will comply with all subsequent instructions provided by VEIC or directly by DOEE.
- c. **Resumption of Work.** VEIC will endeavor in good faith to lift the stop work order and either direct Subcontractor to resume work, or to provide a notice of Termination for Default requiring cure (if any) or a notice of Termination Without Cause at the earliest available opportunity once the issue is addressed.

18. CONFIDENTIALITY OF DATA, INFORMATION, AND DOCUMENTS.

- a. **Acknowledgement of Confidential Information.** Subcontractor agrees that all information communicated to it with respect to the Services to be performed under this Subcontract is Confidential Information, including any information gained by Subcontractor by reason of its association with VEIC, VEIC customers, or DOEE.
- b. **Mailing Lists.** Subcontractor expressly agrees that it will not use VEIC's mailing lists other than for lawful purposes necessary for performance of the Services hereunder.
- c. **Protective Agreement.** Contemporaneously with execution of this Subcontract, Subcontractor shall read and abide by the terms and conditions of **Attachment G**, the General Confidentiality Guidelines Memo, and shall cause its authorized representative to execute the same. The authorized representative of Subcontractor shall also execute the Protective Agreement included as **Attachment G1**.
- d. **Compliance.** Subcontractor will be responsible for and shall ensure compliance with this Section 18 and **Attachments G** and **G1** by Subcontractor's employees, agents, and authorized subcontractors, and shall include this confidentiality obligation contained in this Section 18 in any subcontracts. Subcontractor will require any subcontractors to sign confidentiality agreements with substantially the same terms as the Protective Agreement attached as **Attachment G1**.
- e. **Notice of Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing.** Federal law requires VEIC to notify Subcontractor that there are a few limited situations in which Subcontractor will not be liable for the confidential disclosure of a trade secret to the government or in a court filing. First, an individual shall not be criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or

(B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Second, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding if the individual (A) files any document containing the trade secret under seal and (B) does not disclose the trade secret, except pursuant to court order.

19. **POLICY ON POLITICAL ACTIVITY.** VEIC is a non-profit organization that has been granted tax-exempt status by the federal government under Section 501(c)(3) of the Internal Revenue (IRS) Code. Subcontractor agrees to comply with all IRS rules and regulations that strictly prohibit VEIC subcontractors from engaging in political activities while acting in their official and professional roles and/or using organizational resources while performing the Services outlined in this Subcontract.
20. **OWNERSHIP OF DATA, INFORMATION, AND DOCUMENTS.** All reports, studies, plans, specifications, data, and other information developed, written, or prepared by Subcontractor pursuant to this Subcontract will be delivered to and become the property of DOEE (or VEIC where applicable). Subcontractor will not use VEIC's or DOEE's name, logo, identity, any affiliation, or the service mark and any related logo, without VEIC's or DOEE's prior written consent, as applicable. Whenever any data, including computer software, are to be obtained from Subcontractor under this Subcontract, the terms contained in **Attachment H**, "Rights in Data" will apply to this Subcontract.
21. **[INTENTIONALLY OMITTED].**
22. **MAINTENANCE OF RECORDS.** Subcontractor will keep, maintain, and preserve at its principal office throughout the term of this Subcontract, and for a period of three (3) years after the expiration or termination of this Subcontract, full and detailed books, accounts, and records pertaining to the performance of the Subcontract, including without limitation, all bills, invoices, payrolls, subcontracting efforts, and other data evidencing, or in any material way related to, the direct and indirect costs and expenses incurred by Subcontractor in the course of such performance. However, if any litigation, claim, or audit is started before the expiration of the three-year period, the records will be retained until all litigation, claims, or audit involving the records has been resolved if the litigation, claim, or audit finding is not resolved within the three-year period.
23. **AUDIT ADJUSTMENT.** Any payment made under the Subcontract will be subject to retroactive reduction for amounts included therein which are found by DOEE, on the basis of any audit of VEIC or Subcontractor by an agency of the United States or the District, not to constitute an allowable charge or cost hereunder.
24. **SUBCONTRACT; ASSIGNMENT AND DELEGATION.**
 - a. **Assignment.**
 - i. **Restrictions on Assignment.** Subject to the remainder of this Section 24, Subcontractor may not assign (either directly or by Change of Control) this Subcontract in whole or in part without the prior written consent of VEIC. No Permitted Assignment will relieve Subcontractor of responsibility for the payment and performance when due of any of its obligations hereunder without the prior written consent of VEIC, and Subcontractor shall remain jointly and severally liable with any such assignee absent such consent of VEIC.

- ii. **Permitted Assignments.** Subcontractor may, upon prior written notice to VEIC, but without the consent of VEIC:
 - 1. Assign this Subcontract to a Qualified Transferee in whole or in part in connection with the transfer to such Qualified Transferee of less than all of the Projects authorized hereunder.
 - 2. Pledge, collaterally assign, mortgage, or otherwise encumber its interests in this Subcontract to or in favor of any Financing Party (each of the foregoing clauses (1) and (2), a “Permitted Assignment”).
 - iii. **Change of Control.** Any Change of Control that has the effect of circumventing the requirements of this Section 24.a. is an Event of Default hereunder.
 - iv. **Delegation of Performance.** VEIC in its sole and absolute discretion may assign its rights and may delegate the performance of its obligations hereunder upon written notice to Subcontractor.
 - v. **Assignment in Contravention.** Any assignment of this Subcontract in whole or in part in contravention of this Section 24 is void and of no force or effect.
- b. **Delegation.** Subcontractor may delegate or subcontract any of its obligations under this Subcontract to a lower-tier subcontractor or delegee with experience comparable to or greater than Subcontractor in developing, constructing, commissioning, owning, and/or operating solar power generation projects similar in size and scope to the Project(s) that is or are the subject of such subcontract or delegation, in each case pursuant to a binding agreement for such services. No subcontract, delegation, or other engagement with any lower-tier subcontractor shall relieve Subcontractor of any of its duties, responsibilities, obligations, or liabilities hereunder.
- c. **Financing.** In connection with any pledge, collateral assignment, mortgage, or other encumbrance permitted under Section 24.a.ii.2., if requested by Subcontractor and its Financing Party, VEIC will execute a consent to collateral assignment of this Subcontract in a form conventionally required for project financings and on terms acceptable to VEIC. Such terms may, among other matters, include payment of amounts due to bank accounts controlled by the Financing Party, reasonable consent rights of the Financing Party to any amendment of this Subcontract, VEIC’s obligation to provide notices of Events of Default to the Financing Party, and VEIC’s obligation to allow the Financing Party the ability to cure Events of Default.

25. PRIMARY CONTACTS AND NOTICES.

- a. VEIC’s primary contact for purposes of the relationship between the Parties and for compliance with the terms and conditions of this Subcontract is the DCSEU Interim Managing Director shown below. The responsibilities of the DCSEU SFA Portfolio Manager and Single-Family Program Manager are set forth in **Attachment A**.
- b. VEIC and Subcontractor may change the name and/or contact information for their primary contact by providing written notice to the other Party. If Subcontractor’s physical or mailing address changes, notice of the change shall be provided to VEIC as soon as possible, but no later than five (5) business days after the change.

- c. Any notice or request required or permitted by this Subcontract will be in writing to the appropriate primary contact. Such notice or request will be deemed to be duly made upon delivery by hand, certified mail, or electronic mail to the other Party at such address specified below or at such other address specified in writing by the other Party.

FOR VEIC:

Brandon Bowles, Interim Managing
Director
DCSEU
1 M St., SE, 3rd Floor
Washington, DC 20003
Telephone: 202-450-2222 x 4848
Email: bbowles@dcseu.com

FOR SUBCONTRACTOR:

**AUTO-INSERTED
SUBCONTRACTOR INFO**

26. GOVERNING LAW. This Subcontract is made and shall be construed under the laws of the District of Columbia and applicable federal laws without regard to any conflicts or choice of law provisions thereof, including any arbitration pursuant to Section 12.c. above. In the event litigation is filed, including obtaining injunctive relief pursuant to Section 12.d. above, it is agreed by and between the Parties hereto that the litigation shall take place in a court of competent jurisdiction in the District of Columbia and, that each Party consents to the jurisdiction of such court, and agrees to service of process for any such action if made pursuant to the notice provision in Section 25 of this Subcontract.

27. ATTORNEYS' FEES. In the event that either Party brings a court action, suit, or proceeding to enforce this Subcontract, or in the event of an arbitration to resolve a dispute pursuant to Subsection 12.c. above, the prevailing Party shall be entitled to reimbursement by the other Party of its reasonable costs, expenses, and attorneys' fees in addition to any other relief granted.

28. SURVIVAL. Any terms of this Subcontract and the attachments which by their nature survive beyond expiration or termination of this Subcontract shall remain in effect until fulfilled and shall apply to the respective successors and permitted assigns of the Parties. By way of example and not limitation, Sections 6, 7, 8, 10, 12, 13, 14.c., 14.d., 14.e., 15.b., 15.c., 16.b. 16.c., 18, 19, 20, 22, and 23 and **Attachments G, G1, Attachment F, and Attachment H** specifically shall survive the expiration or termination of this Subcontract.

29. AMENDMENTS AND MODIFICATIONS.

- a. **General.** No modifications, amendments, or extensions to the terms and conditions of this Subcontract or to any attachments including the Scope of Services will be effective unless reduced to writing and signed by a duly authorized representative of VEIC and Subcontractor, except as provided herein with respect to VEIC's ability to reduce the Scope of Services, Subcontract NTE, Project Incentive NTE, or certain other changes to the Subcontract without Subcontractor's consent.
- b. **Modified Prime Contract Requirements.** Subcontractor acknowledges that the Prime Contract may be modified such that additional or modified requirements may need to be reflected in this Subcontract. In such event, VEIC will propose an amendment to this Subcontract to reflect the additional or modified Prime Contract terms and conditions. If Subcontractor fails to execute the proposed Subcontract amendment within the time period requested by VEIC, Subcontractor

understands and accepts that VEIC may terminate this Subcontract immediately, in which case the provisions of Sections 15.b and 15.c above shall apply.

- c. **Federal Funding Requirements.** Subcontractor acknowledges that this Subcontract is funded by DOEE using funds received by the District from the American Rescue Plan Act of 2021, Pub. L. No. 117-2, 135 Stat. 4 (Mar. 11, 2021), and that additional Prime Contract requirements may apply as a result of the funding source for the FY 2023 SFA Program. In such event, VEIC will issue an amendment to this Subcontract to reflect the additional or modified Prime Contract terms and conditions. If Subcontractor fails to execute the proposed Subcontract amendment within the time period requested by VEIC, Subcontractor understands and accepts that VEIC may terminate this Subcontract immediately, in which case the provisions of Sections 15.b and 15.c above shall apply.

30. ATTACHMENTS. All attachments to this Subcontract are incorporated by reference and made a part of this Subcontract.

31. SEVERABILITY; HEADINGS. If any term or provision of this Subcontract is held to be invalid or unenforceable, the remaining terms and provisions of this Subcontract will be valid and enforceable to the fullest extent permitted by law. The headings and subheadings contained herein are for convenience only and shall not be deemed to control over the plain language of this Subcontract.

32. NONWAIVER. The failure of a Party to enforce any one or more of the provisions of this Subcontract will not be construed to be a waiver thereof, nor will such failure affect the validity of the Subcontract, either Party's obligations hereunder, or the right of either Party to enforce any provision of this Subcontract.

33. COUNTERPARTS; ELECTRONIC SIGNATURE AUTHORIZATION. This Subcontract, any amendment to this Subcontract, any attachment, and/or any amendment to any attachment may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original, and all of which shall constitute the same instrument. Signatures of either Party transmitted by email, or other electronic transmission shall constitute effective execution and delivery of this Subcontract, any amendment to this Subcontract, any attachment, and/or any amendment to any attachment, and shall be deemed to be original signatures for all purposes. Each Party hereby consents to signature by such means.

34. ENTIRE AGREEMENT. This Subcontract, together with all the attachments constitutes the entire agreement between VEIC and Subcontractor and supersedes all prior communications, representations, agreements, and understandings, whether oral or written, made by either of them concerning the subject hereof, expressly including, but not limited to, subcontracts for prior fiscal years.

35. DOCUMENT PRODUCTION. Within the work schedule established in the applicable attachment, Subcontractor agrees to provide VEIC final draft documents in "print-ready" form. All tables and/or links to spreadsheets will be completely filled out with final data. All document formatting will be consistent with the guidelines set forth on the applicable attachment or as provided by VEIC. VEIC will not consider incomplete tables or data, nor format and style inconsistent with the applicable attachment, to meet the Subcontractor's requirements as established in such attachment.

[Signature pages follow.]

IN WITNESS WHEREOF, Subcontractor and VEIC have caused this Subcontract to be executed as of the Effective Date.

SUBCONTRACTOR

VERMONT ENERGY INVESTMENT CORPORATION

By: _____

Name: _____

Title: _____

Email: _____

Date: _____

By: _____

Name: _____

Title: _____

Email: _____

Date: _____

Is SUBCONTRACTOR a CBE? __ YES __ NO

If Yes:

CBE Number:

Expiration Date:

Preference Points:

Ward:

I attest that this information is accurate and valid. Also, I will immediately inform the DCSEU of any changes to our organization's CBE status. Please separately submit via email a copy of your CBE certification to proposals@dcseu.com.

SUBCONTRACTOR

Print Name

By: _____
Signature

List of Attachments

<u>Attachment A</u>	Definitions and Acronyms
<u>Attachment B</u>	General Scope of Services and Pricing Provisions
<u>Attachment C</u>	Subcontractor's Portfolio of Projects and Summary of Milestone Deliverables
<u>Attachment D</u>	Invoicing and Payments
<u>Attachment E</u>	DCSEU Conflict of Interest Policy and Disclosure Form
<u>Attachment F</u>	Special Requirements
<u>Attachment G</u>	General Confidentiality Guidelines Memo (Signature Required)
<u>Attachment G1</u>	Protective Agreement (Signatures Required)
<u>Attachment H</u>	Rights in Data
<u>Attachment I</u>	Monthly CBE Spend Report
<u>Attachment J</u>	Quarterly Vendor Verification Form
<u>Attachment K</u>	Approved form of Homeowner Agreement
<u>Attachment L</u>	VEIC's Information Security Requirements

Attachment A

DEFINITIONS AND ACRONYMS

“Annual Expected Electricity Output” means the expected solar electricity output of the Project’s actual installed capacity based on the as-built system size (which will be determined by the DCSEU through the QA/QC inspection and confirmed in writing in the DCSEU Substantial Completion Report) and Weather-Adjusted, as further outlined in Attachment B, Post Construction Obligations, Section 6.

“Approval to Install” or “ATI” means PEPCO Approval of Interconnection Application Agreement Part I.

“Attachment C Effective Date” means the date set forth in Attachment C and upon which Attachment C, or Attachment C as amended, shall be effective.

“Authorization to Operate” or “ATO” means PEPCO Approval of Interconnection Application Agreement Part II.

“CAEA” means Clean and Affordable Energy Amendment Act of 2008, D.C. Official Code § 8-1773.01 *et seq.*

“CBE” means a Certified Business Enterprise under the DSLBD’s business certification program. The DSLBD maintains a database of all certified local, small, and disadvantaged business enterprises that are deemed CBEs. Businesses with CBE certification will receive preferred procurement and contracting opportunities.

“Commercial Operation” means a Project funded by this Subcontract is fully constructed, generates electric energy, and the interconnection to the utility’s electric grid has been authorized and is functioning with the utility.

“Commercial Operation Date” means the date on which a newly-installed Project funded by this Subcontract achieves Commercial Operation.

“Contract Administrator” or “CA” means the DOEE representative responsible for general administration of the Prime Contract.

“Contracting Officer” or “CO” means the Contracting Officer for the Prime Contract.

“Confidential Information” has the meanings set forth in the General Confidentiality Guidelines Memo and Protective Agreement included as Attachments G and G1.

“Cut-off Date” has the meaning set forth in Attachment D.

“DCRA” means the District of Columbia Department of Consumer and Regulatory Affairs and its successor agency, the District of Columbia Department of Buildings, as established by the Department of Buildings Establishment Act of 2020, effective Apr. 5, 2021, D.C. Law 23-269.

“DCSEU” or “SEU” has the meaning set forth in the Preliminary Statement.

“DCSEU Managing Director” or “DCSEU Interim Managing Director” means the individual responsible for managing this Subcontract on behalf of VEIC. Until further notice the DCSEU Managing Director or DCSEU Interim Managing Director is the individual set forth in Section 25 of this Subcontract.

“District” means the Government of the District of Columbia.

“DOEE” has the meaning set forth in the Preliminary Statement.

“DOES” means the District Department of Employment Services.

“DSLBD” means the District Department of Small and Local Business Development.

“Effective Date” means the date set forth in Page 1 of this Subcontract.

“Financing Party” means any person (including lenders or third parties (including tax equity or similar investors)) providing or who may provide credit to the Subcontractor or a Project(s) in the form of debt, equity or sale-leaseback financing for the development, installation, construction, ownership, operation or maintenance of such Project(s), or any refinancing of that financing, and shall include any assignee or transferee of such a person and any trustee, collateral agent or similar entity acting on behalf of such a person. “FY 2023 SfA Program” means the Solar for All Program administered by the DCSEU and funded by DOEE in Fiscal Year 2023 to meet the District’s goals to bring solar energy and the associated energy savings to low-income residents.

“Living Wage” means a minimum hourly wage as determined by the District Department of Employment Services in accordance with the “Living Wage Act of 2006,” Title I of D.C. Law 16-118 (D.C. Official Code §§ 2-220.01-11).

“Minimum Production Requirement” means the 20-year post-construction obligation period set forth in **Attachment C** during which each Project must (1) designate 100% of its electricity output to the income-eligible property owner or tenant at no cost and (2) comply with the Performance Guarantee.

“Net Energy Metering” means a renewable energy system capable of measuring the difference between the electricity supplied to an eligible customer-generator from electric grid and the electricity generated and fed back to the electric grid by the eligible customer-generator (D.C. Official Code § 34-1501(21)).

“Net Metered System” means a PV System that is capable of Net Energy Metering.

“NREL” means the National Renewable Energy Laboratory.

“PEPCO” means the Potomac Electric Power Company.

“Performance Guarantee” means a minimum level of 90% of the Annual Expected Electricity Output benefiting the income-eligible property owner or tenant for at least 20 years from date the Project achieves Commercial Operation.

“Performance Period” has the meaning set forth in Section 3 of this Subcontract.

“Photovoltaic System” or “PV System” or “Project” means a solar photovoltaic (PV) system authorized under this Subcontract that generates electricity and is designed, installed, and interconnected as a residential Net Metered System.

“Pipeline List” means the list provided by the DCSEU to contact income-qualified property owners and/or tenants to determine the feasibility of a Project and verify each Project meets the Project Eligibility Requirements set forth in **Attachment B**.

“Post-Construction Monitoring” shall mean the ongoing monitoring of the Project’s electrical output and performance to ensure long-term success of the Project as further described in **Attachment B**.

“Portfolio” means the Projects installed under this Subcontract and authorized by VEIC in **Attachment C**.

“Prime Contract” has the meaning set forth in the Preliminary Statement.

“Prime Contractor” shall mean Vermont Energy Investment Corporation.

“Production Year” means a particular calendar year of the 20-years of Commercial Operation from the Commercial Operation Date that a Project funded by this Subcontract must operate and generate electricity for the benefit of an eligible low-income District of Columbia property owner or tenant.

“Products” means such products, equipment, and materials which are installed, furnished, or supplied by Subcontractor as part of the Services.

“Progress Report” shall have the meaning set forth in Section 2.c. of this Subcontract.

“Programs” has the meaning set forth in the Preliminary Statement.

“Project” means a PV System installed under this Subcontract on the roof of a single-family residence of an income-qualified property owner(s) or tenant(s) located within the District of Columbia and where the PV System is interconnected and operating as a residential Net Metered System. The Project(s) authorized under this Subcontract shall be set forth in **Attachment C**.

“Project Construction Period” means the meaning set forth in Section 3.b.

“Project Incentive NTE” has the meaning set forth in Section 5.b. and are set forth in **Attachment C**.

“Project Operating Period” has the meaning set forth in Section 3.b.

“Prudent Industry Practices” means (i) any of the practices, methods, and acts engaged in or approved by a significant portion of the solar photovoltaic installation industry in the country and geographic region where a solar PV system is located during the relevant time period; or (ii) practices, methods, and acts that, in the exercise of reasonable judgment on the facts known (or that reasonably should have been known) at the time a decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expediency.

“Services” means any and all labor, equipment, and other items required for Subcontractor to meet the performance requirements and legal obligations of this Subcontract.

“SFA Portfolio Manager” means the individual responsible for the day-to-day oversight of the DCSEU Solar for All Program.

“SfA Program” means the Solar for All Program administered by the DCSEU and funded by DOEE to increase the access of seniors, small local businesses, nonprofits, and low-income households in the District of Columbia to the benefits of solar energy and provide the long-term financial benefits of solar energy production to District of Columbia low-income households. (D.C. Official Code § 8–1774.16).

“Single-Family Program Manager” means the individual responsible for the day-to-day oversight of Subcontractor’s Portfolio of Projects authorized in **Attachment C**.

“SREC” means Solar Renewable Energy Credit (D.C. Official Code §§ 34–1432 - 1433).

“Subcontract Construction Period” has the meaning set forth in Section 3.a.

“Subcontract Not-to-Exceed” or “Subcontract NTE” has the meaning set forth in Section 5.b of this Subcontract.

“Subcontract Operating Period” has the meaning set forth in Section 3.a.

“Subcontract Scope of Services” means Subcontractor’s Scope of Services identified in **Attachment B**.

“Termination Without Cause” means the termination of this Subcontract, or any Project(s) authorized by VEIC in **Attachment C**, without cause by giving thirty (30) calendar days advance written notice as set forth in Section 15.

“Termination for Default” means the termination of this Subcontract, or any Project(s) authorized by VEIC in **Attachment C**, for an “Event of Default” as set forth in Section 14.

“VEIC” has the meaning set forth in the first paragraph of this Subcontract.

“Weather-Adjusted” means adjusting the expected electricity output to remove the uncertainty related to weather variability in a given Production Year.

Attachment B

GENERAL SCOPE OF SERVICES AND PRICING PROVISIONS

GENERAL DESCRIPTION OF SERVICES

Subcontractor will work with the DCSEU to qualify property owners and/or tenants based on SfA Program eligibility criteria in this **Attachment B**, design, install, commission, operate, and maintain fully integrated and operational photovoltaic (PV) electric generation system(s) that produce electric output on the roofs of single-family residences of income-qualified property owners or tenants located in the District of Columbia. Subcontractor shall provide turn-key planning, design, engineering, permitting, labor, materials, delivery, installation, and commissioning of each PV System installed under this Subcontract. Each PV System will also be required to operate and interconnect as a residential Net Metered System. Subcontractor shall provide 100 percent of the electrical output from each PV System to the income-qualified property owner(s) or tenant(s) as specified in this Subcontract and **Attachment C**, at no-cost for a minimum of 20 years.

Subcontractor shall design and construct each PV System so that it results in an expected 50 percent reduction to the property owner's or tenant's annual electricity costs based on the District of Columbia's average residential electric bills for 2016, which equates to a reduction of 4,200 kWh per year through installation of a PV system size of 3.5-5 kW. Subcontractor shall guarantee a minimum performance level of 90 percent of the Weather-Adjusted expected electrical output on an annual per-home true-up schedule as specified in the "Performance Guarantee" section below.

Subcontractor shall work collaboratively with the DCSEU to verify each PV System meets the Project Eligibility and Income Eligibility Requirements set forth below. As a part of this work, Subcontractor is responsible for ensuring that the structure of the home can support the PV System for a minimum of 20-years and demonstrating the PV System will have adequate corrosion and run/off snow loading control. If Subcontractor determines a Project is not feasible due to the condition of the roof or the home's electrical panel, Subcontractor shall promptly notify the DCSEU, inform the DCSEU of the estimated cost of roof repair/replacement or electrical services, and, if requested by the DCSEU, obtain up to three (3) bids total from qualified roofing or electrical contractors to perform the services. . All roofing repair or replacement and/or electrical services provided under this Subcontractor must include a labor and installation warranty (15 years or longer for roofing services and 1-year or longer for electrical services) and is subject to VEIC approval. If approved by VEIC, the services will be authorized by VEIC in **Attachment C** (or as otherwise modified by an amendment to **Attachment C**), reimbursed at Subcontractor's actual, out-of-pocket costs with no mark-up (see **Attachment D**), and subject to the NTE listed in **Attachment C**. No repair or replacement services may be undertaken on a specific Project unless authorized by VEIC in **Attachment C**.

As a part of Milestone 1, Subcontractor will also be required to sign a statement representing that each Project installed under this Subcontract meets the below requirements.

Project Eligibility Requirements

The SfA Program was designed to support and incentivize new solar capacity in the District of Columbia to help meet the SfA Program targets. Accordingly, each Project must meet the following requirements to participate in the SfA Program:

- A. Is located in the District of Columbia;
- B. Has not and is not receiving District incentives or funding through other District solar initiatives, such as DOEE's Solar for All Innovation & Expansion Grants or other offerings;

- C. Has not received Authorization to Operate (“ATO”) from PEPCO as of the date of execution of this Subcontract;
- D. Has an estimated production value equal to or more than 1,200 kWh/kW during the first 12 months of electricity generation, unless otherwise approved in writing by the DCSEU; and
- E. Can meet the milestone deliverables and deadlines outlined in this Subcontract and **Attachment C**.

Income Eligibility Requirements

Income-qualified property owners or tenants are defined as households with total annual incomes equal to or below 80% of the Area Median Income (“AMI”) as listed in the table below. The household income amounts listed in the eligibility table are effective as of 4/18/2022, but may change. Please visit the U.S. Department of Housing and Urban Development’s (HUD) website (<https://www.huduser.gov/portal/datasets/il.html>) for the most-up-to-date income thresholds.

Persons in household	1	2	3	4	5	6	7	8
Income threshold	\$79,500	\$91,100	\$102,500	\$113,850	\$125,250	\$136,650	\$148,050	\$159,400

A. **Information Security and Privacy Requirements:**

Subcontractor acknowledges that its income verification obligations detailed in this Section may require Subcontractor to collect highly sensitive personal information and data that **MUST be kept confidential**. Subcontractor agrees to a) use and ensure its employees or lower-tier subcontractors comply with VEIC’s Information Security Requirements (**Attachment L**), or b) use, a DCSEU-approved device to collect, restrict access to, and transmit all highly sensitive personal information and data required to qualify income-eligible property owners and tenants for the SfA Program. Subcontractor also acknowledges that it must comply with all applicable privacy and security laws and regulations and agrees to implement commercially reasonable security safeguards and controls to ensure the protection of such information and data.

Additionally, Subcontractor agrees to submit to the DCSEU’s reasonable data security and privacy compliance assessments. Such assessments may include, but are not limited to, Subcontractor’s current information security practices, network architecture, equipment, and staff trainings. No assessment conducted, nor DCSEU’s election not to do so, shall relieve Subcontractor of any of its security and privacy obligations hereunder.

A. Milestone 1: Initial Document Collection:

Item No.	Deliverables	Deadline
1.	Subcontractor’s Statement that each of its Projects meets Project Eligibility Requirements.	Milestone 1 Deadline
2.	Preliminary Design Drawings.	Milestone 1 Deadline
3.	Signed Homeowner Agreement using the pre-approved form included as <u>Attachment K</u> .	Milestone 1 Deadline
4.	Letter of Commitment from financing partner.	Milestone 1 Deadline
5.	Recent PEPCO bill, if available.	Milestone 1 Deadline

To complete Milestone 1, Subcontractor shall complete the following services:

1. **Subcontractor’s Statement.** Subcontractor shall qualify, based on SfA Program eligibility criteria in this Attachment B, each Project and sign a statement using a form provided by the DCSEU representing that each Project installed under this Subcontract meets the Project Eligibility Requirements set forth above.
2. **Preliminary Design Drawings:** Subcontractor shall use the Pipeline List provided by the DCSEU to develop design drawings for a Project, and submit preliminary design drawings to the DCSEU to demonstrate project feasibility. The DCSEU will review the preliminary design drawings to verify the Project design meets the following requirements:
 - 2.1 Maximize on-site solar energy output;
 - 2.2 Consider shading and roof orientation; and
 - 2.3 Evaluate and determine a suitable location for the PV inverters.

The DCSEU requires that orientation of the PV System be in line with best industry practices. Panels placed on inappropriate surfaces or in a direction just to maximize solar renewable energy credits (SRECs) will not be eligible to receive incentive funding.

3. **Signed Homeowner Agreement.** Subcontractor shall provide the DCSEU with a signed copy of the pre-approved form of Homeowner Agreement included as **Attachment K** to this Subcontract for each Project. No changes shall be made to the approved form of Homeowner Agreement unless approved in writing by the DCSEU in consultation with DOEE.
4. **Signed Letter of Commitment from Financing Partners.** Subcontractor shall provide the DCSEU with a copy of its signed letter of commitment from financiers (third-party investors or lenders), where applicable, specifying, at minimum:
 - 4.1 Amount of capital being invested or loaned;
 - 4.2 The exact number of installations or commensurate capacity that will be financed;

- 4.3 Date until which such terms of investment will be available to Subcontractor;
- 4.4 Acknowledgement of Operations and Maintenance (O&M) requirements and term; and
- 4.5 Such additional information as the DCSEU may reasonably request.

5. Recent PEPCO Bill. Subcontractor shall submit a copy of a recent PEPCO bill to the DCSEU. If the property owner or tenant has not occupied the property for more than 30-days, this requirement may be waived.

B. Milestone 2: Engineering, Permitting, and Procurement:

Item No.	Deliverables	Deadline
1.	Stamped engineering design drawings.	Milestone 2 Deadline
2.	DCRA permits (e.g., solar, roof repair, if applicable, and electrical).	Milestone 2 Deadline
3.	PEPCO Approval of Interconnection Application Agreement Part I (“Approval to Install” or “ATI”).	Milestone 2 Deadline
4.	Documentation evidencing procurement of the equipment necessary to stage and install the PV System, including modules, inverters, and racking. Proof of payment is <u>not</u> required as a part of Milestone 2; however, proof will be required as a part of Milestone 3.	Milestone 2 Deadline

To complete Milestone 2, Subcontractor shall complete the following services:

1. Stamped Engineering Design Drawings. Subcontractor shall prepare and provide to the DCSEU stamped engineering design drawings required to obtain permitting approvals for installing each PV System. The stamped engineering drawings must comply with the requirements for new solar installations, including but not limited to historic district limitations, and include the following information:
 - 1.1 System description and size;
 - 1.2 Installer information;
 - 1.3 System design/layout;
 - 1.4 System electrical design; and
 - 1.5 Equipment details, specifications, and cut sheets.

2. DCRA Permits and Licensing. Subcontractor shall obtain and maintain all required permits (e.g., building, solar, roof repair, if applicable, and electrical permits) and licenses necessary to construct each Project and document that all applicable local, state, and federal requirements have been met, including, but not limited to, adherence to District of Columbia codes (building, structural, and electrical) and the National Electric Code (NEC). As outlined above, Subcontractor is also responsible for ensuring that the structure of the home can support the PV System and demonstrating that the PV System will have adequate corrosion and runoff/snow loading control.

3. PEPCO Approval to Install: Subcontractor shall obtain an Approval of Interconnection Application Agreement Part I (“Approval to Install” or “ATI”) from PEPCO for each Project, and submit a copy of the ATI to the DCSEU as part of Milestone 2.
4. Procurement of Materials. Subcontractor shall procure the equipment (modules, inverters, and racking at a minimum) necessary to stage and install each PV System and interconnect it with the electric distribution grid according to the permitted design. All equipment must meet the following requirements:
 - 4.1 New, never used, and with factory warranties intact;
 - 4.2 Inverters comply with the following requirements:
 - i. Institute of Electrical and Electronics Engineers (IEEE) 1547;
 - ii. PEPCO interconnection requirements; and
 - iii. Monitoring capability of system output that is also compatible with the DCSEU performance monitoring software.
 - 4.3 The system(s) consist of components that are Underwriters Laboratories (UL) certified, meet all code and permit requirements, and meet industry design standards; and
 - 4.4 Must comply with the warranties and guarantees for system component performance. The warranties and guarantees shall include the following:
 - i. Labor and installation warranty (20 years or longer), if available;
 - ii. PV module warranty (20 years or longer), if available;
 - iii. Inverter warranty (20 years or longer), if available;
 - iv. Optimizer or micro inverter warranty (20 years or longer), if available; and
 - v. Guarantee the output of the system over the 20-year term as further outlined below.

C. Milestone 3: Completion of Project

Item No.	Deliverables	Deadline
1.	DCRA final approval of the installed PV System. This includes providing the DCSEU with any revised/final permits or as-built drawings.	Milestone 3 Deadline
2.	DCSEU Quality Assurance/Quality Control (“QA/QC”) Inspection and DCSEU Substantial Completion Report.	Milestone 3 Deadline
3.	Pepco Approval of Interconnection Application Agreement Part II (“Authorization to Operate” or “ATO”).	Milestone 3 Deadline
4.	Operation and Maintenance (“O&M”) Manual and Training.	Milestone 3 Deadline
5.	Evidence of Payment for Equipment.	Milestone 3 Deadline
6.	System monitoring information sent to DCSEU.	Milestone 3 Deadline

To complete Milestone 3 and achieve Project completion, Subcontractor shall complete the following services:

1. DCRA Final Approval. Subcontractor shall obtain DCRA final approval of each Project matching the permitted PV System under Milestone 2. DCRA final approval shall include, at a minimum, but is not necessarily limited to:
 - 1.1 Scheduling an on-site or remote inspection and submitting all documentation required per DCRA protocols;
 - 1.2 Starting and operating each PV System to document that it meets design performance standards;
 - 1.3 Performing component shut-down and start-up testing; and
 - 1.4 Conducting a specified period test to document performance according to design and this Subcontract's standards.

If modifications were made to the PV System after Milestone 2, Subcontractor shall complete and submit revised as-built drawings, permits, and an interconnection application (if any) at no additional cost to the DCSEU. Subcontractor will be responsible for all fees and costs to obtain DCRA final approval and any inspections, if applicable.

2. DCSEU Quality Assurance/Quality Control Inspection and DCSEU Substantial Completion Report. Subcontractor shall notify the DCSEU upon completion of the installation of a Project to schedule a QA/QC inspection. Subcontractor understands that the DCSEU will conduct a detailed QA/QC inspection of each completed Project to confirm that it has been built according to the requirements of this Subcontract (including Attachment C), matches the design and capacity approved in the DCRA permit, and follows best practices for safety and optimizing generation. The DCSEU QA/QC inspection will be conducted in-person or virtually and may include photographs or screen shots of the completed Project to document the installed PV System. Subcontractor agrees to comply with any reasonable requests from the DCSEU to perform the QA/QC inspection. The information collected during the QA/QC inspection will be used to prepare a Substantial Completion Report for DOEE.
3. PEPCO Authorization to Operate. Subcontractor shall submit an interconnection request to PEPCO and obtain a "Authorization to Operate" or "ATO" using PEPCO's Interconnection Application Agreement, Part II. Subcontractor shall be responsible for paying all fees and costs associated with interconnection of the PV System(s). Subcontractor shall submit a copy of the ATO, received in the form of an email from PEPCO.
4. Operation and Maintenance ("O&M") Manual and Training. Subcontractor shall provide each property owner with one hard copy of the O&M Manual and shall provide the property owner or tenant with all necessary training on the PV System as further described below. Subcontractor shall also provide the DCSEU with one hard copy of the O&M Manual and one electronic version for each PV System installed under this Subcontract.

The O&M Manual shall include at a minimum the following:

- 4.1 All permits and as-built design drawings;
- 4.2 Material specification sheets;
- 4.3 Homeowner Agreement (signed);
- 4.4 Manufacturer Warranties; and
- 4.5 Trouble-shooting guidelines written in plain and understandable language and safety precautions for emergency situations.

The PV System training shall include at a minimum the following:

- 4.6 A basic overview of the PV System and PV System components;
- 4.7 How to view the PV System and PV System output online;
- 4.8 Who to call in case there is an issue with the PV System;
- 4.9 What to expect and what to look for on their utility bill; and
- 4.10 A summary of the O&M and post-construction monitoring services Subcontractor will provide at no-cost for a minimum of 20 years from the Commercial Operation Date.

- 5. Evidence of Payment for Equipment. Subcontractor shall provide documentation evidencing procurement of the equipment necessary to stage and install the PV System matching the system permitted in Milestone 2, which shall include, at a minimum, the modules, inverters, and racking materials to complete the installation. This proof can be in the form of a sales receipt showing a zero balance, packing list, line of credit or other documentation approved by the DCSEU.
- 6. Electricity Output. Subcontractor shall turn on the PV System within 2 calendar days of receipt of ATO and notify the DCSEU in writing.

D. Post Construction Obligations

Item No.	Description	Period
1.	Registration with DC Public Service Commission (PSC).	Commercially reasonable efforts
2.	Operation and Maintenance (at no-cost to the property owner).	20 Years from Commercial Operation Date
3.	PV System’s Electrical Output.	20 Years from Commercial Operation Date
4.	Post Construction Monitoring.	20 Years from Commercial Operation Date
5.	Performance Guarantee (90% of the Annual Expected Electricity Output).	20 Years from Commercial Operation Date

- 1. Registration with PSC. Subcontractor shall use commercially reasonable efforts to register each Project on a timely basis with the PSC to generate and sell solar renewable energy credits (SRECs). Subcontractor shall comply with the process outlined by the PSC for registration (see <https://dcpsec.org/Utility-Information/Electric/RPS.aspx>) and submit documentation or evidence to the DCSEU to confirm Subcontractor has registered each Project.
- 2. Operation and Maintenance. Subcontractor shall provide operation, maintenance, and repair of each PV System at no additional cost for a minimum of 20 years from the date Subcontractor receives the ATO for the PV System from PEPCO and the Project begins Commercial Operation. Subcontractor shall perform all such services in accordance with applicable law and Prudent Industry Practices. Subcontractor shall be responsible for:

- 2.1 Maintaining a team or a contract with a company to provide operation, maintenance, and repairs for the PV System. This work will include providing execution or oversight of routine preventive maintenance (“PM”) activities for the PV System in accordance with Prudent Industry Practices to troubleshoot, inspect, and repair the equipment upon identification and detection of certain conditions, including without limitation, as prescribed by manufacturers, and in any event, at least annually.
- 2.2 Planning and managing operations and maintenance activities, including:
 - 2.2.1 Monitoring the operation of the PV System, responding immediately to any events which may or do impact operations and output;
 - 2.2.2 Managing and maintaining the PV System to maximize production and promptly acting to remedy any underperformance issues;
 - 2.2.3 Assuring that the PV System is operating properly and in a safe, reliable, efficient, and prudent manner;
 - 2.2.4 Assuring that operations and maintenance personnel are trained and qualified for their assigned responsibilities and tasks, and that such qualification is maintained;
 - 2.2.5 Assuring that the PV System meets all contract, regulatory, and environmental requirements; and
 - 2.2.6 Planning, scheduling, and managing work and maintenance activities.
3. Electrical Output. Subcontractor shall provide the income-eligible property owner(s) or tenant(s) with:
 - 3.1 100 percent of the PV System’s electrical output as specified in **Attachment C**, at no-cost. If the DCSEU approves a Project(s) over 5 kW in **Attachment C**, Subcontractor must provide 100 percent of the electrical output from the Project(s) regardless of the level of DCSEU incentive;
 - 3.2 Any credits on the property owner’s or tenant’s electric bill that materializes from generating excess electrical output; and
 - 3.3 A minimum performance guarantee level of 90 percent of the Weather-Adjusted expected output on an annual per-home schedule as specified in the “Performance Guarantee” section below.

Subcontractor shall provide the above benefits to the income-eligible property owner(s) or tenant(s) for a minimum of 20 years from the Commercial Operation Date.

4. Post-Construction Monitoring. Subcontractor shall provide ongoing monitoring of the PV System output and performance to ensure long-term success of the Project. Subcontractor shall allow access to the DCSEU and DOEE and their authorized designees to the inverter’s monitoring system enabling the monitoring of the real-time performance of the PV System for a minimum of 20 years from the date Subcontractor receives the ATO for the PV System from PEPCO and the Project begins Commercial Operation. The monitoring system shall be designed to inform Subcontractor and DCSEU and DOEE staff when the PV System is off-line or when performance is below expectations. The monitoring system capabilities shall include at a minimum the following:
 - 4.1 System operational status, historic and real-time;
 - 4.2 The ability to produce a standard monthly summary report for electronic distribution and archiving;

- 4.3 Average and cumulative output;
- 4.4 Capacity factor by month; and
- 4.5 Allow the DCSEU to monitor Subcontractor's PV Systems, including permission to include the PV System in a single source monitoring system at the DCSEU's discretion.

Subcontractor shall provide the above electricity output data by allowing the DCSEU and DOEE to access the monitoring systems, and Subcontractor shall provide, at the sole discretion of the DCSEU and DOEE, DCSEU and DOEE with login credentials (or other agreed upon means of direct access) to each inverter or the login credentials (or other agreed upon means of direct access) to an automated, revenue-grade solar production meter for PV system that meets or exceeds SREC requirements, within 14 calendar days of each PV System's Commercial Operation Date.

Subcontractor shall provide the DCSEU, DOEE, third-party evaluators, and their authorized representatives access to the Project site for inspections of physical installations and access to the generation data for analysis and ongoing monitoring.

The DCSEU SFA Program could be subject to third-party evaluation as part of the larger oversight of the DCSEU's portfolio. The evaluator may join the DCSEU and/or DOEE for construction site visits and may analyze production data. The DCSEU will share the Projects' generation data and system characteristics with the evaluator.

- 5. Performance Guarantee. Subcontractor shall ensure each of the PV Systems installed under this Subcontract performs at a minimum level of 90% of the Annual Expected Electricity Output for the Minimum Production Requirement. The Annual Expected Electricity Output will be determined by the DCSEU based on the Project's actual installed capacity, as reflected in the DCSEU Substantial Completion Report, and Weather-Adjusted as described below in Section 6.2 to account for particularly sunny or not-sunny years, and for any snow accumulation. Subcontractor is required to ensure the actual electricity output meets the Performance Guarantee on an annual basis for the 20-year period regardless of the maximum 5 kW installed capacity incentive NTE. For example, if the DCSEU approves the installation of a 7 kW Project and determines through the QA/QC inspection the Project's actual installed capacity is 6.5 kW, the DCSEU would calculate the Annual Expected Electricity Output for purposes of the Performance Guarantee based on the Project's actual installed capacity of 6.5 kW, and not based on lower kW system size that was used to calculate the DCSEU's incentive NTE.
- 6. Expected Electricity Output. The Expected Electricity Output will be calculated using the below methodology:
 - 6.1 Partial Year Expected Electricity Output (kWh) for each Partial Production Year (i.e., Year 1 and the final year of the Project Operating Period as set forth in **Attachment C**, assuming the Commercial Operation Date does not coincide with the start of the calendar year), the Partial Production Year expected electricity output will be determined by prorating the Annual Expected Electricity Output (see below).
 - 6.2 Annual Expected Electricity Output (kWh) for each Full Production Year (i.e., January 1 – December 31) will be computed as follows. Using the lesser of (i) system capacity as specified in **Attachment C** or (ii) the as-built system capacity from the DCSEU Substantial Completion Report, annual production:

- 6.2.1 will be estimated using the U.S. Department of Energy’s National Renewable Energy Laboratory (“NREL”) solar photovoltaic watts (“PVWatts”) generation profile, based on the National Centers for Environmental Information’s National Solar Radiation Database (NSRDB) weather data for the District of Columbia, and
- 6.2.2 will then be adjusted by the Production Year panel degradation factor determined according to manufacturer specifications, calculated as follows: 1 minus the manufacturer specified annual panel degradation factor, raised to the power of the Production Year minus 1. (For example, if Panel Specification degradation = 1%, and Production Year = 5, then Panel degradation (Yr5) = $(1 - 0.01)^{(5-1)} = (0.99)^{(4)} = 0.960596$.)

E. Marketing

Subcontractor shall comply with the below marketing requirements *in addition* to the requirements set forth in Section II (PUBLICITY) of **Attachment F** (Special Requirements) to this Subcontract.

1. Subcontractor must notify the DCSEU in writing at least 48 hours in advance (via email) prior to any press release about its work on the SfA Program. Any press release shall be subject to DCSEU approval.
2. Subcontractor must notify the DCSEU in writing at least 48 hours in advance (via email) if Subcontractor anticipates any media coverage of its work on the SfA Program. Any appearance by Subcontractor on any media outlet shall be subject to DCSEU approval.
3. Subcontractor will include the DCSEU in any press releases, media alerts, earned media pitching (collectively, “Press”), events, and social media promoting or referencing the DCSEU SfA Program.
4. Subcontractor must provide the DCSEU with any SfA Program marketing materials for review and approval prior to using materials with potential customers.
5. Subcontractor shall display provided DCSEU SfA Program yard signs at all active SfA Program single-family solar projects, pending space for signage and property owner approval of signage. Subcontractor shall not display DCSEU SfA Program yard signage at any projects not authorized by the DCSEU to participate in the DCSEU SfA Program.

PRICING PROVISIONS

PRICING:

Subcontractor's Portfolio of Projects will be set forth in list format in **Attachment C**. The list will contain the information set forth in Section 2.f. of this Subcontract. Subcontractor will be paid at the per watt rate(s) listed in **Attachment C** for every 1 (one) watt of the Project's actual installed capacity based on the as-built system size which will be determined by the DCSEU through the QA/QC inspection and confirmed in writing in the DCSEU Substantial Completion Report, subject to the following:

1. The Project Incentive NTE, Project Capacity NTE, and Project roof repair/replacement and/or electrical services NTE, if applicable, are as listed in **Attachment C**.
2. A 5 kW installed capacity Not-to-Exceed (installed capacity NTE) unless otherwise approved in writing by the DCSEU in **Attachment C** (the 5 kW installed capacity NTE is intended to ensure the design and construction of each Project results in an expected 50 percent reduction to the property owner's or tenant's annual electricity costs based on the District of Columbia's average residential electric bills for 2016, which equates to a reduction of 4,200 kWh per year.) If the DCSEU approves a Project(s) over 5 kW in **Attachment C**, the DCSEU will only incentivize up to 5 kW of the total capacity for each Project(s), after which all exceeding costs shall be the sole responsibility of Subcontractor. Subcontractor acknowledges and agrees that 100% of the electrical output from the Project(s) installed under this Subcontract shall be delivered directly to the customer listed in **Attachment C** at no-cost.
3. The Subcontract NTE listed on the first page of this Subcontract.

The incentive payment will be paid in return for documentation or evidence that Subcontractor has achieved all milestones and a contractual commitment to complete all post-construction obligations set forth in **Attachment B**.

If authorized by the DCSEU in **Attachment C**, Subcontractor will also be reimbursed at Subcontractor's actual, out-of-pocket costs with no mark-up for the roofing repair/replacement and/or electrical services, subject to the Project repair/replacement NTE and/or electrical services NTE respectively, listed in **Attachment C** (see **Attachment D** for Invoicing and Payments).

Subcontractor bears all risks for cost incurred by exceeding any NTEs listed in this Subcontract without negotiating and executing an amendment to **Attachment C** before the cost overrun occurs as outlined in Sections 25 and 29.a. of this Subcontract.

ATTACHMENT C
SUBCONTRACTOR'S PORTFOLIO OF APPROVED PROJECTS
AND SUMMARY OF MILESTONE DELIVERABLES

Subcontractor: AUTO-INSERTED

Subcontract NTE: The NTE for this Subcontract is AUTO-INSERTED

Subcontract Portfolio Capacity NTE: XXX kW (XXXX MW).

Incentive: AUTO-INSERTED per every 1 (one) watt of the installed system's size.

Subcontractor's List of Approved Projects

Customer Name	DCSEU Tracker No.	Customer Address (and Interconnection Address, if different)	Project Capacity (kW) NTE	Project Incentive (\$) NTE*	Project Roof Repair/ Replacement (\$) NTE	Electrical Services (\$) NTE	M1 Deadline, Payment	M2 Deadline, Payment	M3 Deadline, Payment	Post Construction Obligations	Commercial Operation Date	Performance Guarantee
XXXX	XXXX	XXXX	XX	\$XXXX			3/31/23, 0%	5/31/23, 0%	7/31/23, 100%	Commercial Operation + 20 years 0%	(ATO + 2 days)	Commercial Operation Date + 20 years
XXXX	XXXX	XXXX	XX	\$XXXX			3/31/23, 0%	5/31/23, 0%	7/31/23, 100%	Commercial Operation + 20 years 0%	(ATO + 2 days)	Commercial Operation Date + 20 years
XXXX	XXXX	XXXX	XX	\$XXXX			3/31/23, 0%	5/31/23, 0%	7/31/23, 100%	Commercial Operation + 20 years 0%	(ATO + 2 days)	Commercial Operation Date + 20 years
XXXX	XXXX	XXXX	XX	\$XXXX			3/31/23, 0%	5/31/23, 0%	7/31/23, 100%	Commercial Operation + 20 years 0%	(ATO + 2 days)	Commercial Operation Date + 20 years
TOTAL			XXXX	XXXX	XXXX	XXXX						

* The Project Incentive (\$) NTE is subject to a 5 kW incentive NTE for each Project as set forth in Subsection 2 of the Pricing Provisions in Attachment B.

Milestones	Milestone 1 (Initial Document Collection)	Milestone 2 (Engineering, Permitting and Procurement)	Milestone 3 (Completion of Project)	Post Construction Obligations
	<p>All documents must comply with the requirements outlined in Attachment B.</p> <ul style="list-style-type: none"> Subcontractor's Statement; Preliminary Design Drawings; Signed Homeowner Agreement using the pre-approved form included as Attachment K; Letter of Commitment from financing partner; and 	<p>All documents must comply with the requirements outlined in Attachment B.</p> <ul style="list-style-type: none"> Stamped engineering design drawings; DCRA permits (e.g. solar, roof repair, if applicable, and electrical) and licensing, if applicable; Pepco Approval of Interconnection Application & Agreement Part I ("Approval to Install" or "ATI"); and 	<p>All documents must comply with the requirements outlined in Attachment B.</p> <ul style="list-style-type: none"> DCRA final approval of the installed PV System. This includes providing the DCSEU with any revised/final permits or as-built drawings; DCSEU Quality Assurance/Quality Control ("QA/QC") Inspection and DCSEU Substantial Completion Report; 	<p>All documents must comply with the requirements outlined in Attachment B.</p> <ul style="list-style-type: none"> Registration with the DC Public Service Commission (PSC); Operation and Maintenance (at no-cost to the property owner(s) or tenant(s) for 20 years from the Commercial Operation Date);

	<ul style="list-style-type: none"> • Recent PEPCO bill, if available. 	<ul style="list-style-type: none"> • Evidence of procurement of the equipment necessary to stage and install the PV System, including modules, inverters, and racking. Proof of payment is not required as a part of Milestone 2; however will be required as a part of Milestone 3. 	<ul style="list-style-type: none"> • Pepco Approval of Interconnection Application Agreement Part II (“Authorization to Operate” or “ATO”); • Operation and Maintenance (“O&M”) Manual and Training; • Evidence of Payment for Equipment; and • System monitoring information sent to the DCSEU. 	<ul style="list-style-type: none"> • PV System’s Electrical Output (at no-cost to the property owner(s) or tenant(s) for 20 years from the Commercial Operation Date); and • Post Construction monitoring (at no-cost for 20 years from the Commercial Operation date); and • Performance Guarantee (90% of the Annual Expected Electricity Output for 20-years from the Commercial Operation Date).
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IN WITNESS WHEREOF, Subcontractor and VEIC have caused this **Attachment C** to be executed as of

this _____ (the “**Attachment C** Effective Date”).

SUBCONTRACTOR

VERMONT ENERGY INVESTMENT CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____

Date: _____

Date: _____

ATTACHMENT D

INVOICING AND PAYMENTS

Invoice Requirements

Subcontractor shall invoice VEIC upon completion of: (i) any authorized roofing repair/replacement services and/or electrical services (ii) the final milestone for each Project in accordance with the Subcontract. The invoice and supporting documentation are to be received at VEIC's principal offices by the 5th business day of the subsequent calendar month. This is defined as the "Cut-off Date". Invoices not received by the Cut-off Date will be delayed in payment until the following month.

If invoices are submitted by mail, one copy should be sent to:

Accounts Payable
Vermont Energy Investment Corporation
20 Winooski Falls Way, 5th Floor
Winooski, Vermont 05404

A second copy should be sent to DCSEU Finance:

Attn: DCSEU Finance
1 M Street SE, 3rd Floor
Washington, DC 20003

If submitted via e-mail, invoices should be sent to AccountsPayable@veic.org and a copy to the Single-Family Program Manager and tchristopher@dcseu.com at the same time.

All invoices will, at a minimum, include:

- Subcontractor name;
- Subcontractor address;
- Invoice number and date;
- Subcontractor Federal Employer I.D. number (or social security number if Subcontractor is an individual / sole proprietorship);
- Description of the Services provided (e.g., roofing repair/replacement services, electrical services, and/or milestones covered by invoice to include the DCSEU Tracker Number, customer name, and customer address, as applicable). In addition, all invoices for the roofing repair or replacement services and/or electrical services must include the following:
 - a copy of the invoice from the roofing contractor and/or electrical contractor and evidence of payment;

- a labor and installation warranty covering the roof repair or replacement services (15 years or more);
 - a labor and installation warranty covering the electrical services (1 year or more); and
 - if applicable, a copy(ies) of any permit(s) required to complete the roofing repair or replacement services.
- Subcontract Number being billed in support;
 - Name, title, telephone number, email, and complete mailing address of responsible party to whom payment is to be sent;
 - Administrative contact name, phone number, and e-mail of preparer of invoice;
 - Name, title, telephone number, email, and complete mailing address of person to be notified in event of a defective invoice; and
 - Signature of the Subcontractor’s Authorized Representative providing the following certification: “I certify that this invoice constitutes a proper invoice for services completed in accordance with the requirements of the Subcontract between VEIC and Subcontractor.”

NOTE: IF ANY OF THE LISTED ITEMS ARE MISSING, THE INVOICE WILL BE RETURNED AND NO PAYMENT WILL BE MADE UNTIL THE ITEMS ARE COMPLETED.

Subcontractor will cooperate with VEIC to develop an invoice format and requirements for implementation prior to the first invoice submitted under this Subcontract. VEIC may require modifications to the form of invoice during the Performance Period of this Subcontract.

Payments

Within 30 calendar days, excluding legal holidays, after receipt of a proper invoice from Subcontractor, VEIC will pay Subcontractor for services that have been completed in accordance with the requirements of this Subcontract, including passing inspection by VEIC if the services are subject to such inspection. A “proper invoice” means an invoice that complies with the Invoice Requirements set forth above and that contains or is accompanied by substantiating documentation required by this Subcontract. For services that are subject to inspection by VEIC, VEIC will pay Subcontractor within 30 days of receipt of a proper invoice for services that have been completed in accordance with the requirements of this Subcontract unless VEIC performs an inspection and Subcontractor’s work fails the inspection. In the case of a failed inspection, the items on the invoice that passed inspection will be paid within 30 days, and invoice items that did not pass inspection will be paid after Subcontractor corrects the defects and completes the services in accordance with the requirements of this Subcontract.

Expenditures shall not be reimbursable if they are not in conformity with guidance or rules prescribed by the Internal Revenue Service or the Office of Management and Budget.

VEIC will pay interest on late payments to Subcontractor as provided in subsection (b)(1) and (2) of the District of Columbia Government Quick Payment Act, D.C. Official Code § 2-221.02 *et seq.*

This “Payments” subsection will not limit or impair any contractual, administrative, or judicial remedies otherwise available to Subcontractor in the event of a disputed payment, late payment or nonpayment by

VEIC, or to VEIC in the event of deficient Subcontract performance or nonperformance by Subcontractor.

Flow-down requirements for lower-tier subcontractors

Subcontractor shall include in its subcontracts with any lower-tier subcontractors or suppliers the payment and interest clauses from paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

ATTACHMENT E

DCSEU CONFLICT OF INTEREST POLICY AND DISCLOSURE FORM

Effective April, 2020

DCSEU employees and subcontractors are subject to the District of Columbia Sustainable Energy Utility's (DCSEU) Conflict of Interest Policy. All DCSEU employees and subcontractors are expected to represent the DCSEU in a positive and ethical manner at all times, and to refrain from any activities that compromise their ability to objectively represent the DCSEU's best interests. To ensure that decisions about DCSEU policy, operations, procurement of good and services, and the use or disposition of DCSEU assets are made solely in terms of the benefits to DCSEU and for the purposes set forth in VEIC's Prime Contract with the District of Columbia Department of Energy and the Environment (DOEE), employees and subcontractors are prohibited from engaging in activities, practices, or conduct which conflicts with, or appears to conflict with, DCSEU's interests.

Since it is impossible to describe all of the situations that may cause or give the appearance of a conflict of interest, specific prohibitions included in this policy are not intended to be exhaustive and include only some of the more clear examples:

- Employees may not accept any employment relationship with any organization that does business with, or competes with DCSEU, while employed by or serving the DCSEU. This includes serving as an advisor, consultant, contractor or subcontractor to any organization of this type, unless the activity is conducted as an employee of DCSEU.
- Employees may not independently perform any of the types of services for fees that DCSEU provides for fees for any organization or individual while employed by DCSEU without prior approval from VEIC's Chief Executive Officer.
- Employees and subcontractors must disclose any financial interest (except incidental common stock ownership or participation in mutual funds) that they or their immediate family has in any company that does business with or competes with DCSEU, in any situation where that employee or subcontractor is in a position to make a decision that could pose a conflict or appearance of a conflict of interest. The purpose of such disclosure is to be able to evaluate the potential for conflict of interest. DCSEU may require the person to withdraw herself /himself from any decision where the financial interest could be considered to be in conflict with the best interests of DCSEU.
- Employees and subcontractors may not accept, give, offer, or promise, either directly or indirectly, any gifts valued at over \$20 to a DOEE employee, or valued at over \$100 to a DCSEU employee, any representative of Subcontractor, a customer, a potential customer, or a financial institution in connection with any transaction or business that the DCSEU may perform. Any gifts valued at over \$100 that are received by a DCSEU employee must be promptly returned or turned over to VEIC's Chief Executive Officer.

If an actual or potential conflict of interest is identified by an employee or subcontractor, VEIC's Chief Executive Officer must be promptly notified in writing and they will make a determination of the appropriate response and any action(s) to be taken.

Employees and subcontractors must also disclose on an annual basis any additional interests, such as a list of family members, substantial business or investment holdings and other transactions or affiliations with businesses or organizations, that might be related to DCSEU's interests.

In addition, DCSEU’s auditors will periodically review any potential excess benefit transactions as well as compensation arrangements, partnerships, joint ventures, and any other arrangements with management organizations to prevent inurement, impermissible private benefit, or an excess benefit transaction.

Check **one** of the following and sign:

By signing this document, I attest that I have read and understand the DCSEU Conflict of Interest Policy, I agree to abide by its provisions, and I do not have any actual or potential Conflict of Interest to report.

By signing this document, I attest that I have read and understand the DCSEU Conflict of Interest Policy, I agree to abide by its provisions, and I am reporting the following relationships and interests related to DCSEU’s business:

SUBCONTRACTOR

Signature:

Print Name:

Date:

ATTACHMENT F

SPECIAL REQUIREMENTS

- I. RIGHTS OF EXAMINATION.** If this Subcontract is for \$100,000 or more, and (A) is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type of contract or any combination of these; (B) requires cost or pricing data; or (C) requires Subcontractor to furnish reports as required of VEIC in the Prime Contract; Subcontractor shall comply with the provisions contained in this Section I. As used in this Section I, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
1. Examination of Costs. Subcontractor will maintain and VEIC and the CO, or any of their duly authorized representatives, will have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Subcontract. This right of examination will include inspection at all reasonable times of Subcontractor’s plants, or parts of them, engaged in performing this Subcontract.
 2. Examination of Transaction Records. The CO, the District of Columbia’s Inspector General and the District of Columbia’s Auditor, VEIC, or any of their duly authorized representatives, will have access to and the right to examine any of Subcontractor’s directly pertinent records involving transactions related to this Subcontract or a subcontract hereunder. This paragraph may not be construed to require Subcontractor or its subcontractors to create or maintain any record that Subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
 3. Reports. If Subcontractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO, and/or VEIC will have the right to examine and audit the supporting records and materials, for the purpose of evaluating the effectiveness of Subcontractor’s policies and procedures to produce data compatible with the objectives of these reports, and the data reported.
 4. Availability. Subcontractor shall make available to DOEE at its office or VEIC at all reasonable times the records, materials, and other evidence described in this Section I, for examination, audit, or reproduction, until three (3) years after final payment under this Subcontract, or for any longer period required by statute or by other clauses of this Subcontract. In addition:
 - a. Post-Termination. If this Subcontract is completely or partially terminated for any reason, Subcontractor will make available the records relating to the Services terminated until three (3) years after any resulting final termination settlement; and
 - b. Litigation. Subcontractor will make available records relating to appeals under Section 12 (Settlement of Disputes) of this Subcontract or to litigation or the settlement of claims arising under or relating to this Subcontract until such appeals, litigation, or claims are finally resolved.
- II. PUBLICITY.** Subcontractor shall at all times obtain prior approval from VEIC and the CA before it, or any of its officers, agents, employees or subcontractors, makes any public statement that may reflect on DOEE or the District, or states or implies it is speaking on behalf of DOEE or

the District to the public. Subcontractor shall at all times inform VEIC and the CA at least 48 hours in advance before it, or any of its officers, agents, employees or subcontractors, either during or after expiration or termination of this Subcontract, makes any public statement, or issue any materials for publication through any medium of communication, bearing on the work performed or data collected under this Subcontract. This Section does not apply to activities authorized under this Subcontract or to general activities performed by Subcontractor to promote the DCSEU, its services and initiatives, or sustainable energy in general in printed materials, presentations, articles, papers, and on the web.

- III. FREEDOM OF INFORMATION ACT (FOIA).** The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If Subcontractor receives a request for such information, Subcontractor will immediately send the request to VEIC and the CA, and the CA will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by Subcontractor pursuant to this Subcontract, the CA will forward a copy to VEIC and Subcontractor. In either event, VEIC and Subcontractor are required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releaseability of the records.
- IV. AMERICANS WITH DISABILITIES ACT OF 1990 (ADA), AS AMENDED.** Subcontractor, and any of its subcontractors, shall comply with the ADA, as amended. The ADA makes it unlawful to discriminate against a qualified individual with a disability in the private sector, and in state and local governments. See 42 U.S.C § 12101 *et seq.*
- V. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.** Subcontractor, and any of its subcontractors, shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*
- VI. WAY TO WORK AMENDMENT ACT, AS AMENDED.** If this Subcontract is for \$100,000 or more in a 12-month period, Subcontractor shall comply with Title I of The Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code § 2-220.01 *et seq.*), as amended, including but not limited to the following:
- A. Subcontractor shall pay its employees and subcontractors who perform services under this Subcontract no less than the current living wage published on the Office of Contracting and Procurement (OCP) website at www.ocp.dc.gov. DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov. The payment of wages under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code § 32-1301 *et seq.* See D.C. Official Code § 32-1302 for exceptions to the requirements of the Living Wage Act.
 - B. Subcontractor shall provide a copy of the Living Wage Fact Sheet (see subsection B.1 below) to each employee and subcontractor who performs services under this

Subcontract. The Subcontractor shall also post the Notice of Living Wage (see subsection B.2 below) in a conspicuous place in its place of business. The Subcontractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring its subcontractors to post the Notice of Living Wage in a conspicuous place in its place of business.

1. Living Wage Fact Sheet (effective January 1, 2020): See <https://does.dc.gov/sites/default/files/dc/sites/does/publication/attachments/Living%20Wage%20Fact%20Sheet%202020.pdf>
2. Notice of Living Wage Act (effective January 1, 2019): See <https://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/Living%20Wage%20Notice%202020.pdf>

VII. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION. Subcontractor shall comply with the Civil Rights Act of 1964, as amended, which prohibits employment discrimination on the basis of race, color, religion, sex or national origin and the DC Human Rights Act of 1977, as amended, which prohibits discrimination in any manner against any employee or applicant for employment on the basis of 21 protected traits for individuals that live, visit or work in the District of Columbia. Subcontractor agrees to: (a) permit access to its books, records and accounts pertaining to its employment practices to VEIC, DOEE, the District of Columbia’s Chief Procurement Office or designee, and/or the District of Columbia’s Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this Section and (b) post and keep posted in a conspicuous location where business or activity is customarily conducted or negotiated, a notice whose language and form has been prepared by the DC Office of Human Rights, setting forth excerpts from or summaries of, the pertinent provisions of the DC Human Rights Act and information pertinent to the filing of a complaint.

VIII. DC LANGUAGE ACCESS ACT OF 2004. For any customers with limited or no-English proficiency to whom Subcontractor provides services, Subcontractor will inform the Single-Family Program Manager of the customer’s name and contact information. If directed by VEIC, Subcontractor will provide written materials to such customers informing them of the opportunity to obtain language assistance services; all such written materials will be supplied to Subcontractor by VEIC.

IX. NATIONAL HISTORIC PRESERVATION ACT. Subcontractor must comply with the requirement of the National Historic Preservation Act (Section 106) by cooperating with VEIC in obtaining a written concurrence of no objection from the State Historic Preservation Officer of the District prior to conducting any work on a property that is listed in or eligible for listing in the National Register of Historic Places.

X. SERVICE CONTRACT ACT OF 1965.

- A. Definitions. “Act,” as used in this Section X, means the Service Contract Act of 1965, as amended (41 U.S.C. § 351, *et seq.*).

1. "Subcontractor," as used in this Section X, means the Subcontractor or any of its subcontractors at any tier.
2. "Service employee," as used in this Section X, means any person (other than a person employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR part 541) engaged in performing a District contract not exempted under 41 U.S.C. § 356, the principal purpose of which is to furnish services in the United States, as defined in section 22.1001 of the Federal Acquisition Regulation. It includes all such persons regardless of the actual or alleged contractual relationship between them and a contractor.

B. Applicability. To the extent that the Act applies, this Subcontract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (20 CFR part 4). All interpretations of the Act in Subpart C of 29 CFR part 4 are incorporated in this Subcontract by reference. This Section X does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. § 356, as interpreted in Subpart C of 29 CFR part 4.

C. Compensation.

1. Each service employee employed in the performance of this Subcontract by the Subcontractor or any of its subcontractors shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or the Secretary's authorized representative, as specified in any wage determination attached to this Subcontract.
2. If a wage determination is attached to this Subcontract,¹ the Subcontractor shall classify any class of service employees not listed in it, but to be employed under this Subcontract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph. This conforming procedure shall be initiated by the Subcontractor prior to the performance of Subcontract work by the unlisted class of employee.
 - i. The Subcontractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any Subcontract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves

¹ The following attachment is incorporated into the contract by reference: U.S. Department of Labor Wage Determination No. 2015-4281 Revision No. 18, dated April 7, 2021.

together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration (ESA), U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary;

- ii. The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Subcontractor of the action taken. Each affected employee shall be furnished by the Contracting Officer with a written copy of such determination or it shall be posted as a part of the wage determination;
- iii. The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed;
- iv. In the case of a contract or subcontract modification, an exercise of an option, or extension of an existing contract or subcontract, or in any other case where a Subcontractor succeeds to a contract or subcontract under which the classification in question was previously conformed pursuant to this Section X, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.*, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract or subcontract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of Subcontract work by the unlisted class of employees, the Subcontractor shall advise the Contracting Officer of the action taken but the other procedures in this Section X need not be followed;
- v. No employee engaged in performing work on this Subcontract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended;
- vi. The wage rate and fringe benefits finally determined under this Section X shall be paid to all employees performing in the classification from the first day on which Subcontract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the

interested parties or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this Subcontract;

vii. Upon discovery of failure to comply with this Section X, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced Subcontract work.

3. If the term of this Subcontract is more than one (1) year, the minimum wages and fringe benefits required for service employees under this Subcontract shall be subject to adjustment after one (1) year and not less often than once every two (2) years, under wage determinations issued by ESA.
4. The Subcontractor can discharge the obligation to furnish fringe benefits specified in the attachment or determined under subsection C.2 of this Section X by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, in accordance with Subparts B and C of 29 CFR part 4.

D. Minimum wage: In the absence of a minimum wage attachment for this Subcontract, the Subcontractor shall not pay any service or other employees performing this Subcontract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. § 206). Nothing in this Section X shall relieve the Subcontractor of any other legal or contractual obligation to pay a higher wage to any employee.

E. Successor contracts: If this Subcontract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this Subcontract, the Subcontractor may not pay any service employee performing this Subcontract less than the wages and benefits, including those accrued and any prospective increases, provided for under that agreement. No Subcontractor may be relieved of this obligation unless the limitations of 29 CFR part 4.1c(b) apply or unless the Secretary of Labor or the Secretary's authorized representative:

1. Determines that the agreement under the predecessor was not the result of arms-length negotiations; or
2. Finds, after a hearing under 29 CFR part 4.10, that the wages and benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality or determines, as provided in 29 CFR part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided

in 29 CFR part 4.10 and 4.11 and parts 6 and 8 that some or all of the wages and fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

- F. Notification to employees: The Subcontractor shall notify each service employee commencing work on this Subcontract of a minimum wage and any fringe benefits required to be paid, or shall post a notice of these wages and benefits in a prominent and accessible place at the worksite, using such poster as may be provided by the U.S. Department of Labor.

- G. Safe and sanitary working conditions: The Subcontractor shall not permit services called for by this Subcontract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Subcontractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Subcontractor shall comply with the health standards applied under 29 CFR part 1925.

- H. Records: The Subcontractor shall maintain for three (3) years from the completion of work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:
 - 1. For each employee subject to the Act:
 - i. Name and address;
 - ii. Work classification or classifications, rate or rates of wages and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
 - iii. Daily and weekly hours worked; and
 - iv. Any deductions, rebates, or refunds from total daily or weekly compensation.
 - 2. For those classes of service employees not included in any wage determination attached to this Subcontract, wage rates or fringe benefits determined by the interested parties or by ESA under the terms of subsection C.2 of this Section X. A copy of the report required by subsection H.1 of this Section X will fulfill this requirement.

3. Any list of the predecessor contractor's employees which had been furnished to the Subcontractor as prescribed by this Section X. The Subcontractor shall also make available a copy of this Subcontract for inspection or transcription by authorized representatives of the Wage and Hour Division. Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this Subcontract, and in the case of failure to produce these records, the CO, upon direction of the U.S. Department of Labor and notification to the Subcontractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases. The Subcontractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- I. Pay periods: The Subcontractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
 - J. Withholding of payments and termination of contract: The Contracting Officer shall withhold from the Prime Contractor under this or any other District contract with Prime Contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees of Subcontractor or its subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the U.S. Department of Labor and written notification to the Subcontractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this Section X may be grounds for termination for default. In such event, the District may enter into other contracts or arrangements for completion of the work, charging the Subcontractor in default with any additional cost.
 - K. Subcontracts: The Subcontractor agrees to insert this Section X in all of its subcontracts.
 - L. Subcontractor's report:
 1. If there is a wage determination attachment to this Subcontract and any classes of service employees not listed on it are to be employed under this Subcontract, the Subcontractor shall report promptly to the CO the wages to be paid and the fringe benefits to be provided each of these classes.
 2. If wages to be paid or fringe benefits to be furnished any service employees under this Subcontract are covered in a collective bargaining agreement effective at any time when this Subcontract is being performed, the Subcontractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective

increases) to service employees working on this Subcontract. The Subcontractor shall report when Subcontract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.

M. Subcontractor's Certification: By entering into this Subcontract, Subcontractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Subcontractor's firm is a person or firm ineligible to be awarded District contracts by virtue of the sanctions imposed under section 5 of the Act. No part of this Subcontract shall be subcontracted to any person or firm ineligible for award of a District contract under section 5 of the Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

N. Variations, tolerances, and exemptions involving employment: Notwithstanding any of the provisions in this Section X, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor.

1. In accordance with regulations issued under Section 14 of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA (29 CFR parts 520, 521, 524, and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act.
 - a. The Administrator will issue certificates under the Act for employing apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages, but without changing requirements concerning fringe benefits or supplementary cash payments in lieu of these benefits.
 - b. The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR parts 525 and 528.
2. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips shall be credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with regulations in 29 CFR part 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 as amended.

XI. DISTRICT OF COLUMBIA COVID-19 RELATED WORKPLACE MANDATES AND REQUIREMENTS.

All subcontractors should be aware of and in compliance with any currently in effect COVID-19-related workplace mandates or requirements, such as the City Administrator's Order 2022-7, Mask Requirements Inside Certain District Government Buildings and Offices, dated August 19, 2022.

XII. AMERICAN RESCUE PLAN ACT OF 2021. All subcontractors must comply with all applicable requirements of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, 135 Stat. 4 (Mar. 11, 2021)), and at the request of VEIC, DOEE, or the District Government, provide a certification of compliance and/or documents and records in support of this certification.

ATTACHMENT G

DISTRICT OF COLUMBIA SUSTAINABLE ENERGY UTILITY GENERAL CONFIDENTIALITY GUIDELINES MEMO

The Vermont Energy Investment Corporation (VEIC) operates District of Columbia Sustainable Energy Utility (DCSEU) on behalf of District of Columbia Department of Energy and Environment. In carrying out these duties VEIC and its subcontractors will have access to and receive large amounts of data from the utilities and other sources. Most of this data is Confidential Information as defined below. VEIC has established the Confidential Information Management System (“CIMS”) to ensure that there are procedures in place to ensure the proper handling of DCSEU’s confidential information.

The basic underlying principle for all DCSEU Confidential Information is that it is to be used by VEIC and Subcontractor staff only for the purposes of implementing DCSEU energy efficiency and renewable energy services. Thus, no Confidential Information should be made available to the public or provided to any VEIC or Subcontractor staff who will not be using the Confidential Information for DCSEU purposes.

This Memo provides procedures and guidelines for the handling of DCSEU confidential information by VEIC staff and subcontractors.

The CIMS Coordinator

VEIC has established the position of “CIMS Coordinator” to maintain the adequacy of current procedures and guidelines to assure that the contractual obligations with respect to the handling of Confidential Information are met.

Specifically the CIMS Coordinator is responsible for:

1. Ensuring that all VEIC Employees, all DCSEU Subcontractor staff, and any other individuals who have access to the Confidential Information have read and understand the General Confidentiality Guidelines Memo prior to gaining access to the Confidential Information. The Memo will be provided prior to the granting of access to the Confidential Information.
2. Ensuring that all VEIC Employees, all DCSEU Subcontractor staff, and any other individuals who have access to Confidential Information have signed the Protective Agreement (Attachment G1). The CIMS Coordinator will ensure that each individual understands their obligations as detailed in the Protective Agreement. The Protective Agreement shall be signed prior to the granting of access to the Confidential Information.
3. Determining whether or not a party requesting access to Confidential Information is actually providing DCSEU services and will use such Confidential Information strictly for DCSEU purposes.
4. Determining whether or not data or any particular item of information is or is not Confidential Information as defined below.
5. Conducting investigations into any alleged compromises, incidents and/or problems regarding Confidential Information, and reporting the results of such investigations to the DCSEU Senior Management Team.

6. If the results of such investigations determine that Confidential Information was actually improperly released, the CIMS Coordinator will immediately notify the District of Columbia Sustainable Energy Utility Contract Administrator. All prudent steps will be taken to ensure that no further Confidential Information is improperly disclosed. All prudent steps will be taken to retrieve such Confidential Information from the unauthorized receiving party.
7. Ensuring that all new VEIC and DCSEU Subcontractor staff are provided with adequate training such that they fully understand the CIMS procedures and guidelines.
8. Revising or modifying CIMS procedures as deemed necessary to ensure the continued safeguard of Confidential Information. The CIMS Coordinator will obtain approval of the DCSEU Senior Management Team and District of Columbia Sustainable Energy Utility Contract Administrator prior to implementing any CIMS modifications.
9. Providing VEIC and DCSEU Subcontractor staff with training on any CIMS modifications and as needed refresher training regarding the operation of CIMS.

Confidential Information

Confidential Information consists of (1) customer-specific information, or (2) competitively sensitive information. Confidential Information is not restricted in format. It can be any material containing data meeting the definitions below, including without limitation, written or printed documents, electronic data, drawings, schematics, or any other tangible item.

Customer Specific Information

"Customer-specific information" is defined as any information which specifically identifies a single DCSEU customer using one or more unique references including, but not limited to, customer name, mailing address, phone numbers, e-mail addresses, and designations of physical location, electric utility usage data or electric utility account numbers. Generally, customer-specific information will be un-aggregated. However, if it is possible to ascertain customer-specific information from a collection of aggregated data then such aggregated data will be considered confidential. For example, if a collection of data by municipality allowed one to determine information about a specific customer because there was clearly only one customer in a particular municipality then that data should be treated as confidential information.

Competitively Sensitive Information

"Competitively-sensitive information" is defined as information that "could provide an unfair competitive advantage to an entity delivering services outside of the energy efficiency and renewable energy services approved by the District of Columbia Department of Energy and Environment for DCSEU implementation". The intent is to ensure that no information (including, but not limited to, customer specific, aggregated customer data or market related data) is provided to any entity such that the entity would have an unfair advantage in providing non-DCSEU energy efficiency and renewable energy services over any other entities in its market. For example, providing a particular HVAC contractor with data about the commercial new construction market could give that contractor an advantage over other HVAC contractors. The only information the HVAC contractor should have access to are data related to the specific customer to whom it was providing DCSEU energy efficiency and renewable energy services. Other examples of competitively sensitive market data may include, but is not limited to, customer surveys, aggregated sales data, load research, and appliance saturation data.

Procedures for VEIC Employees and Subcontractor Staff

1. All VEIC Employees and all DCSEU Subcontractor staff and other individuals will, prior to receiving any Confidential Information, be provided with this “General Confidentiality Guidelines Memo.”

VEIC and Subcontractor staff will also sign the attached Protective Agreement prior to gaining access to Confidential Information. The attached Protective Agreement states that they will access, use, or disclose to any other person, Confidential Information only for the purposes of implementing DCSEU energy efficiency and renewable energy services.

2. VEIC and Subcontractor staff will deny all requests for Confidential Information from any and all parties that are not providing DCSEU services. If there is any question as to whether or not the requesting party will be using the Confidential Information to provide DCSEU services, then this request will be referred to the CIMS Coordinator. If there is any question as to whether or not the information being requested is Confidential Information as defined above, such request will also be referred to the CIMS Coordinator.
3. VEIC and Subcontractor staff will verify with the CIMS Coordinator that any party that is authorized to receive Confidential Information has received a copy of the General Confidentiality Guidelines Memo and has signed the Protective Agreement prior to releasing any Confidential Information to such a party.
4. VEIC staff that are providing non-DCSEU services will not use any Confidential Information in providing these non-DCSEU services.
5. VEIC staff will ensure that any visitors to VEIC’s offices are not allowed access to any Confidential Information unless they are specifically authorized in accordance with these procedures.
6. All paper copies of Confidential Information that are being disposed of will first be shredded.
7. Any customer-specific DCSEU project information that is used in any DCSEU promotional or marketing materials will not disclose the name, address or specific location of such customer. In addition specific permission to use customer-specific DCSEU project information will be obtained directly from the customer prior to using this information.
8. VEIC and DCSEU Subcontractor staff provided with a VEIC Computer Network Login to access VEIC’s computer network will adhere to the following password provisions:
 - Password must be seven characters in length or greater;
 - They must contain any 2 of the following (alpha, numeric, capitalization, characters); and
 - They must not be a dictionary word or include personal names
9. Portable, laptop, notebook, personal data assistants, tablet computers, smart phones, and other transportable computers containing Confidential Information, must not be left unsecured at any time.
10. The CIMS Coordinator must be notified immediately when:

- Any materials or equipment containing or suspected of containing Confidential Information is lost, disclosed to unauthorized parties, or suspected of being lost or disclosed to unauthorized parties.
- Unauthorized use of DCSEU's information systems has taken place, or is suspected of taking place.
- Network Logins and or passwords are lost, stolen, or disclosed, or are suspected of being lost, stolen, or disclosed.
- Any other problems or concerns regarding DCSEU's Confidential Information Management Systems.

By executing this Memo, the undersigned agrees that due to the unique nature of the Confidential Information, any breach of this Memo and the procedures stated herein would cause irreparable harm for which damages are not an adequate remedy and that the party owning the Confidential Information, any party harmed by the disclosure of the Confidential Information and/or VEIC will be entitled to equitable relief, in addition to all other remedies available at law.

If further clarification or additional assistance is needed, please contact VEIC's CIMS Coordinator by email: cimscoordinator@veic.org.

Please sign on the line below, indicating that you have read and understand this Memo; and acknowledging that you are required to abide by the procedures detailed in this Memo.

SUBCONTRACTOR

By: _____

Name: _____

Title: _____

Email: _____

Date: _____

ATTACHMENT G1

PROTECTIVE AGREEMENT

This PROTECTIVE AGREEMENT is made by and between the Vermont Energy Investment Corporation (“VEIC”) which operates the District of Columbia Sustainable Energy Utility (“DCSEU”), and **SUBCONTRACTOR** (the “Recipient”), effective as of the Effective Date of this Subcontract.

In accordance with the DCSEU General Confidentiality Guidelines Memo, the Parties hereto agree as follows:

1. **Confidential Information and Materials**

- a. “Confidential Information” means information from any source whatsoever that is “customer-specific” or “competitively sensitive” as defined below that is received by Recipient or his/her employees, consultants, affiliates or related parties in connection with Recipient fulfilling his/her obligations and duties to VEIC and the DCSEU. Confidential Information is not restricted in format, and includes, without limitation, written or printed documents, electronic data, drawings, schematics, any other tangible item, and information that is communicated orally or visually.
- b. “Customer-specific information” is defined as any information which specifically identifies a single DCSEU customer using one or more unique references including, but not limited to, customer name, mailing address, phone numbers or e-mail addresses, and designations of physical location, electric utility usage data or electric utility account numbers. Generally, customer-specific information will be un-aggregated. However, if it is possible to ascertain customer-specific information from a collection of aggregated data then such aggregated data shall be considered confidential. For example, if a collection of data by municipality allowed one to determine information about a specific customer because there was clearly only one customer in a particular municipality then that data should be treated as confidential information.
- c. “Competitively-sensitive information” is defined as information that could provide an unfair competitive advantage to an entity delivering services outside of the energy efficiency and renewable energy services approved by the District of Columbia Department of Energy and the Environment for DCSEU implementation. The intent is to ensure that no information (including, but not limited to, customer-specific data, aggregated customer data, or market related data) is provided to any entity such that the entity would have an unfair advantage in providing non-DCSEU energy efficiency and renewable energy services over any other entities in the market. For example, providing a particular HVAC contractor with data about the commercial market could give that contractor an advantage over other HVAC contractors. The only information the HVAC contractor should have access to are data related to the specific customer to whom it was providing DCSEU energy efficiency and renewable energy services. Other examples of competitively sensitive market data may include, but is not limited to, customer surveys, aggregated sales data, load research and appliance saturation data.

- d. “Confidential Information” shall not include any materials or information which (i) is at the time of disclosure generally known by or available to the public or became so known or available thereafter through no act or omission of the Recipient; or (ii) is known to the Recipient and was not Confidential Information at the time of its original disclosure to the Recipient.

2. **Restrictions**

- a. The Recipient shall not disclose any Confidential Information to third parties unless VEIC has signed a non-disclosure agreement substantially similar to this Protective Agreement with such third parties. Furthermore, the Recipient shall not disclose any Confidential Information to any third parties unless such disclosure is reasonably related to the Recipient’s exercise of his/her obligations and duties to VEIC and the DCSEU, and unless VEIC has specifically authorized such disclosure. Notwithstanding the above, the Recipient may disclose Confidential Information in accordance with judicial or other governmental orders, or pursuant to the District’s Freedom of Information Act (D.C. Official Code § 2-532(a-3)), provided the Recipient shall give VEIC reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.
- b. The Recipient, and his/her assigns, shall not use any Confidential Information for any purposes except those consistent with the Recipient’s fulfillment of his/her obligations and duties to VEIC and the DCSEU.
- c. The Recipient, and his/her assigns, shall take reasonable security precautions, which shall in any event be as great as the precautions it takes to protect the Recipient’s own confidential information, to keep confidential the Confidential Information. The Recipient may disclose Confidential Information to his/her employees, consultants, affiliates or related parties only on a need-to-know basis, and only if such person has signed a protective agreement containing confidentiality obligations at least as restrictive as those contained herein. The Recipient shall instruct all of his/her employees, consultants, affiliates or related parties who have access to the information to maintain its confidentiality and to refrain from making unauthorized copies.
- d. The Recipient, and his/her assigns, employees, consultants, affiliates or related parties, who receive, or have access to, Confidential Information shall abide by and comply with the internal operating guidelines developed by VEIC regarding confidentiality as required by the DCSEU and the District, and any other confidentiality related directives which VEIC may promulgate from time to time.

3. **Rights and Remedies**

- a. The Recipient shall notify VEIC immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Protective Agreement by the Recipient or his/her assigns, employees, consultants, affiliates, or related parties, and will cooperate with VEIC in every reasonable way to help regain

possession of the Confidential Information and prevent its further unauthorized use or disclosure.

- b. Any willful or deliberate disclosure or unauthorized use of Confidential Information with the clear intent of violating this Protective Agreement by Recipient is grounds for immediate default termination of this Subcontract.
- c. The Recipient understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Protective Agreement may cause VEIC irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that VEIC shall have the right to apply to a tribunal of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as VEIC may request. Such rights shall be in addition to remedies otherwise available to VEIC at law or in equity.

4. **Miscellaneous**

- a. This Protective Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Protective Agreement and signed by both Parties.
- b. None of the provisions of this Protective Agreement shall be deemed to have been waived by any act or acquiescence on the part of VEIC or their agents, or employees, unless such waiver is in writing signed by VEIC. No waiver of any provision of this Protective Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Protective Agreement shall not constitute waiver of such provision or any other provisions of this Protective Agreement.
- c. If any action at law or in equity is necessary to enforce or interpret the rights or obligations arising out of or relating to this Protective Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.
- d. This Protective Agreement shall be construed and governed by the laws of the District of Columbia, and both Parties further consent to jurisdiction by courts located in the District of Columbia.
- e. If any provision of this Protective Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect. Should any of the obligations of this Protective Agreement be found illegal or unenforceable as being too broad with respect to the duration, scope, or subject matter thereof, such obligations shall be deemed and construed to be reduced to the maximum duration, scope, or subject matter allowable by law.
- f. If the Recipient is an organization that employs more than one individual then this Protective Agreement shall be strictly adhered to by all individuals, subcontractors, and consultants employed by such organization that have access to Confidential Information.

IN WITNESS WHEREOF, the Parties hereto have executed this Protective Agreement by their duly authorized representatives as of the date first set forth above.

SUBCONTRACTOR :

VEIC:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT H

RIGHTS IN DATA

1. “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
2. The term “Technical Data,” as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
3. The term “Computer Software,” as used herein, means computer programs and computer databases. “Computer Programs,” as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. “Computer Programs” include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
4. The term “computer databases,” as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
5. All data first produced in the performance of this Subcontract will be the sole property of the District. Subcontractor hereby acknowledges that all data, including, without limitation, computer program codes produced by Subcontractor for the District under this Subcontract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Subcontractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. Subcontractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. Subcontractor agrees not to assert any rights in common law or in equity in such data. Subcontractor will not publish or reproduce such data in whole or in part or in

any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

6. The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this Subcontract, which the Parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights will include, as a minimum the right to:
 - 6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
 - 6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
 - 6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions will remain subject to these restrictions.
7. The restricted rights set forth in paragraph 6 are of no effect unless
 - (i) the data is marked by Subcontractor with the following legend:

<p>RESTRICTED RIGHTS LEGEND</p> <p>Use, duplication, or disclosure is subject to restrictions stated in the Subcontract between SUBCONTRACTOR and VEIC.</p>

and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. Subcontractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of this Subcontract prior to the delivery date of the software. Failure of Subcontractor to apply a restricted rights legend to such computer software will relieve the District of liability with respect to such unmarked software.
8. In addition to the rights granted in paragraph 6 above, Subcontractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in paragraph 6 above, under any copyright owned by Subcontractor, in any work of authorship prepared for or acquired by the District under this Subcontract. Unless written approval of the Contracting Officer is obtained, Subcontractor

will not include in technical data or computer software prepared for or acquired by the District under this Subcontract any works of authorship in which copyright is not owned by Subcontractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

9. Whenever any data, including computer software, are to be obtained from a subcontractor under this Subcontract, Subcontractor will use the terms of this **Attachment H**, Rights in Data, in the subcontract, without alteration, and no other clause will be used to enlarge or diminish the District's or Subcontractor's rights in that subcontractor's data or computer software which is required for the District.
10. For all computer software furnished to the District with the rights specified in paragraph 5, Subcontractor will furnish to the District, a copy of the source code with such rights of the scope specified in paragraph 5. For all computer software furnished to the District with the restricted rights specified in paragraph 6, the District, if Subcontractor, either directly or through a successor or affiliate will cease to provide the maintenance or warranty services provided the District under this Subcontract or any paid-up maintenance agreement, or if Subcontractor should be declared bankrupt or insolvent by a court of competent jurisdiction, will have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this Subcontract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
11. Notwithstanding any additional indemnification provisions contained in the Subcontract, Subcontractor will indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Subcontract, or (ii) based upon any data furnished under this Subcontract, or based upon libelous or other unlawful matter contained in such data.
12. Nothing contained in this clause will imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
13. Paragraphs 6, 7, 8, 11 and 12 above are not applicable to material furnished to Subcontractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by Subcontractor at the time of delivery of such work.

ATTACHMENT I: MONTHLY SPEND REPORT

Date: Click or tap to enter a date.

CONTRACTOR/SUBCONTRACTOR DETAILS:

Company Name:	Click or tap here to enter text.
Subcontract Number:	Insert Subcontract Number
Subcontract NTE:	\$Insert Subcontract Value
CBE Number (If Applicable):	Enter CBE Number.
CBE Expiration Date (If Applicable):	Click or tap to enter a date.

COMPANY'S SUBCONTRACTS TO LOWER TIER CBE OR NON-CBE (ONE):

- a) Company provided 100% of all services and/or products provided for the Entire Subcontract **using its own organization and resources** and did not subcontract ANY portion to a lower tier subcontractor.
- b) Company **subcontracted a portion of the Contract/Subcontract** to a lower tier subcontractor. (List EVERY CBE and non-CBE lower tier subcontractor below.)

Lower Tier Subcontractor Name (Full, Legal Name)	Lower Tier Subcontractor is: CBE or Non-CBE	Amount Paid to Lower Tier Subcontractor <i>This Month</i>	Total Amount of Lower Tier Subcontract	Amount Paid to Lower Tier Subcontractor to Date	Lower Tier CBE Certification Number (If Applicable)
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				

MONTHLY SPEND SUMMARY:

Total amount invoiced to the DCSEU for CHOOSE MONTH: \$00.00

Total amount completed by Company within its own organization and resources this month: \$00.00

Total amount subcontracted to SBE & CBE lower tier subcontractors this month: \$00.00

Total amount subcontracted to non-CBE lower tier subcontractors this month: \$00.00

ATTACHMENT J

QUARTERLY VENDOR VERIFICATION FORM



VENDOR VERIFICATION FORM (“VVF”)

Year: Select

Quarter: Select

PART I. Agency Contract/ Project Details:

Contract/Project Name: _____

(✓ one)

- District Agency Contract: Prime Contractor _____ District Agency _____ & Contract # _____
- Private Project: Beneficiary _____

PART II. SBE/ CBE Contractor/ Subcontractor & Lower Tier Subcontractor Details:

Insert Company Name is an (✓ one) **SBE/CBE Subcontractor** **SBE/CBE Lower Tier Subcontractor** **SBE/CBE General Contractor** providing the following scope of work/ products **using its own organization and resources (specify) :_____**. The SBE/CBE Company’s CBE certification is active and the number is _____.

PART III. SBE/CBE Company’s Subcontracts to Lower Tier SBE/CBE or Non-CBE Companies:
(✓ one)

- a. SBE/CBE Company provided 100% of all services and/or products provided for the **Entire Project/Contract** using its own organization and resources, and did not subcontract any portion to a lower tier subcontractor. (*Skip to Part IV.*)
- b. SBE/CBE Company provided 100% of all services and/or products provided for the **Entire Subcontract** using its own organization and resources, and did not subcontract any portion to a lower tier subcontractor. (*Skip to Part IV.*)
- c. SBE/CBE Company **subcontracted a portion of the Contract/Subcontract** to a lower tier subcontractor. (List every CBE and non-CBE lower tier subcontractor.)

Lower Tier Subcontractor Name	Lower Tier Subcontractor is: SBE, CBE or Non-CBE	Total Amount of Lower Tier Subcontract	Amount Paid to Lower Tier Subcontractor This Quarter	Amount Paid to Lower Tier Subcontractor to Date	Detailed Description of lower tier subcontractor’s scope of work	CBE Certification Number	Fully Executed Lower Tier Subcontract provided with this VVF*
1.	Select	\$	\$	\$			Select
2.	Select	\$	\$	\$			Select

3.	Select	\$	\$	\$			Select
4.	Select	\$	\$	\$			Select

***THIS VVF WILL NOT BE ACCEPTED, AND NO CREDIT GIVEN, UNTIL THE FULLY EXECUTED CONTRACTS/ SUBCONTRACTS AND VVFs FOR ALL SBEs & CBEs LISTED IN PART III c. ARE PROVIDED!**

SBE/ CBE Subcontracting Credit will only be assessed for the portion of services & goods provided by each SBE/ CBE Company AND each SBE/ CBE Lower Tier Subcontractor **USING ITS OWN ORGANIZATION AND RESOURCES.**

PART IV: Provide DETAILED Description of Scope of Work Provided by SBE/CBE Company:

The total amount of the contract/subcontract = \$ _____ (*amount should include all change orders*); the total amount subcontracted to SBE & CBE lower tier subcontractors = \$ _____ (*amount should include all change orders*). SBE/CBE Company was paid total of \$ _____, during this quarter. The total amount SBE/CBE has been paid to date for portion of contract/subcontract performed with its own organization and resources is \$ _____. The remaining amount to be paid to the SBE/CBE Company for portion of contract/subcontract performed with its own organization and resources is \$ _____.

ACKNOWLEDGEMENT

I declare, certify, verify, attest or state under penalty of perjury that the information contained in this Vendor Verification Form, and any supporting documents submitted, are true and correct to the best of my knowledge and belief. I further declare, certify, verify, attest or state under penalty of perjury that I have the authority and specific knowledge of the goods and services provided under each contract/subcontract contained in this Vendor Verification Form. I understand that pursuant to D.C. Official Code § 22-2402, any person convicted of perjury shall be fined not more than \$5,000 or imprisoned for not more than 10 years, or both. I understand that any false or fraudulent statement contained in this Vendor Verification Form may be grounds for revocation of my CBE registration pursuant to D.C. Official Code § 2-218.63. I also understand that failure to complete this Vendor Verification Form properly will result in no credit towards the SBE and CBE Subcontracting Requirements. Further, a Prime Contractor, Developer, CBE, or Certified Joint Venture, if subject to, that fails to comply with the requirements of the Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014 (D.C. Law 20-108) (the "Act"), shall be subject to penalties as outlined in the Act.

NOTARIZATION

The undersigned, as a duly authorized representative of _____, CBE/SBE Company, swears or affirms that the statements made herein are true and correct.

Signature: _____ Title: _____

Print Name: _____ Date: _____

District of Columbia (or State/Commonwealth of _____); to wit:

Signed and sworn to or affirmed before me on this _____ day of _____,

_____ , by _____ , who is well known to me or has been sufficiently verified as the person who executed the foregoing affidavit and who acknowledged the same to be his/her free act and deed.

Notary signature: _____

(Seal)

My commission expires: _____

ATTACHMENT K – SOLAR FOR ALL HOMEOWNER AGREEMENT



**DC
SUSTAINABLE ENERGY
UTILITY**

[Subcontractor logo(s)]

Homeowner Installation, Operation & Maintenance Agreement

Homeowner/Client (“You”):	Your solar installer (“Installer”):
Name:	Company Name:
Address:	Address:
City, State, ZIP:	City, State, ZIP:
Phone:	Phone:
Email:	Email:

Dear Homeowner,

Congratulations on your decision to go solar! This program is administered by the District of Columbia Sustainable Energy Utility (“DCSEU”) on behalf of the Department of Energy and Environment (“DOEE”). This Homeowner Installation, Operation & Maintenance Agreement (this “Homeowner Agreement” or “Agreement”) sets out the roles and responsibilities between you and the Installer listed above who is participating in the Solar for All program, for the following PV System:

Homeowner/Client Name	
Address for the PV System Installation	
Homeowner/Client Contact Information	
DCSEU Contact Information	DCSEU Attn: Solar for All Program 1 M Street SE, Suite 310 Washington, D.C. 20003 Telephone: (202) 479-2222 or Toll-Free: (855) 693-2738 Email: solar@dcseu.com

DCSEU Tracker Number	
PV System Size (kW DC)	XX Kw
Agreement Term	20 years from the Interconnection Date
Estimated DCSEU Incentive	\$X.XX per watt, so for a X kW system, DCSEU's incentive is \$X,XXX which equals XX percent of the project costs.
Your Cost for the PV System	\$0

Below is a summary of your benefits and obligations under this Agreement. The full terms and conditions follow.

The **benefits** to you of participating in the Solar for All Program include the following, all **at no cost to you**:

- At least 20 years of solar power and guaranteed production of at least a 50% reduction in the average District of Columbia residential electric bills in 2016 (50% reduction equates to 4,200 kWh per year);
- A performance/production guarantee of your solar PV system that it will produce a minimum of 90% of weather-adjusted expected electricity output on an annual per-home true-up schedule. "Weather-adjusted" means adjusting the expected electricity output to remove the uncertainty related to weather variability in a given calendar year.
- A 20-year labor and installation warranty for your PV system, including the PV modules, inverter, and optimizer or micro inverter;
- Roof repair or replacement and/or electrical services, if required to complete your solar PV system, and authorized in writing by the DCSEU;
- Operation, maintenance, and repairs for your solar PV system during the 20-year period;
- At least one removal and replacement of the PV system for any roof repairs or replacement you may need during the 20-year period; and
- Removal of the system at the end of the 20-year period (other options also available).

Your **obligations** if you participate in the Solar for All Program:

- You agree to allow Installer to install the PV system and complete interconnection, and you agree to allow Installer to operate and maintain the system for the 20-year period. You agree to cooperate and provide access to your Installer and/or any other authorized party to install, inspect, or make any necessary repairs to the system.

- You may not remove the PV system in during the 20-year period except as may be required for roof repairs or if your home is structurally damaged beyond repair and the PV system is no longer operable.
- You must respond within 14 days to communications from your Installer to ensure the PV system is producing for the full 20-year period.
- You must contact your Installer prior to refinancing or selling your home, re-roofing, or making repairs to your property that could affect the PV system's production. If you sell your home during the 20-year period, you understand that the new property owner will inherit your rights and obligations under this Agreement.
- If you rent your home during the 20-year period:
 - You may not increase rent for the property as a result of the benefit provided by the PV system installed on your property;
 - You must use good faith efforts to rent the property to an income-qualifying household; and
 - Your tenant(s) must provide the access specified in this Agreement for installation, maintenance, service, and repairs required for the PV system.
- You must not, nor allow any others to, shade, or make modifications to the PV system. Only individuals or companies authorized by your Installer are allowed to make modifications or repairs to the PV system.
- You must cooperate and provide access to DCSEU, DOEE, third-party evaluators, and their authorized representatives to the site for inspections of physical installations and to the generation data for analysis and ongoing monitoring.
- You will continue to receive an electric bill from your utility and have the obligation to make payments directly to your utility provider. Your utility provider will charge you for any electricity consumed that exceeds the amount produced by the PV system through monthly bills.

Homeowner Installation, Operation & Maintenance Agreement Terms and Conditions

This Homeowner Installation, Operation & Maintenance Agreement (this “Homeowner Agreement” or “Agreement”) is the agreement between you (“Client” or “Homeowner”) and the Installer listed on the first page of this Agreement, covering the lease to you (at no cost to you) of the solar panel system (the “PV System”) described below. The PV System will be installed by Installer at the address you listed above. This Agreement will refer to this address as the “Property” or your “Home.” This Agreement has disclosures required by the Federal Consumer Leasing Act and, where applicable, District law. Installer provides you with the specified Limited Warranty as described below and in Exhibit 1 (the “Limited Warranty”).

1. TERM AND PAYMENTS

Installer will perform installation of your PV System and lease it to you beginning on the Interconnection Date. The Interconnection Date is the date that the PV System is turned on and generating power. Your Installer will notify you by phone when your PV System is ready to be turned on. Beginning on the Interconnection Date, Installer agrees to lease you the PV System for 20 years (the “Term” of this Agreement) at no cost to you. During the Term of the lease, you will receive all the electricity generated by the PV System for free. At least thirty (30) days prior to the expiration of the Term, either party may provide the other party with written notice to terminate the Agreement at the end of the Term. In the event of termination, you agree to contact Installer within ninety (90) days to schedule your PV System’s removal, and the PV System will be removed at no cost to you. In the event neither party has provided the other party with notice to terminate prior to the end of the Term, this Agreement will continue until you request that the PV System be removed, at which time it will then be removed at no cost to you. You will continue to receive the free electricity generated by the PV System, and the terms of this Agreement will continue to apply to both parties until you purchase the PV System, elect to have it removed, or your Installer terminates this Agreement.

Some substitution of equipment may be necessary due to supply constraints. Due to variation in equipment efficiency, it is possible that the number of modules or inverters may be increased or decreased to achieve the same output. Installer will notify you only if the size of the PV System increases or decreases by more than 5% as a result of equipment substitutions. Other PV System specifications will be provided to you separately.

You do not owe any down payments or progress payments for installation of the PV System, nor will you make any other payments during the Term of this Agreement. Instead, you will assign to Installer the rebates and incentive rights as described in Section 7 and consent to Installer’s assignment of those rebates and incentive rights as described in Section 8.

2. CONDITIONS PRIOR TO INSTALLATION OF YOUR SYSTEM

Installer’s obligations to install, lease, and service the PV System are conditioned on the following items having been completed to its reasonable satisfaction:

- a. completion of (i) the engineering site audit (a thorough physical inspection of the Property), (ii) the final PV System design, and (iii) real estate due diligence to confirm the suitability of the Property for the construction, installation, and operation of the PV System;
- b. receipt of all necessary zoning, land use, and building permits; and
- c. completion of any renovations, improvements or changes reasonably required at your Home or on the Property (e.g. removal of a tree, electrical upgrades, or roof repairs necessary to enable Installer to safely install the PV System).

Installer may terminate this Agreement without liability if, in their reasonable judgment, any of the above listed conditions (a) through (c) will not be satisfied for reasons beyond Installer's reasonable control. Once Installer begins installation, however, it may not terminate this Agreement for the failure to satisfy conditions (a) through (c) above.

3. SOLAR INSTALLATION

a. Equipment Installation and Design

Installer will select the equipment for the PV System and supply all equipment, parts, and tools for PV System installation in line with programmatic and funding requirements. Installer will ensure that the PV System design meets the requirements of the DCSEU Solar for All Program, local regulations, and utility (Pepco) requirements. As these programs operate under set parameters, requests for changes from homeowners to the PV System design or the number of panels will not be accommodated unless problems are identified that would prevent the PV System from being installed. PV System designs presented by Installer to homeowners are therefore generally considered final.

b. Timelines, Expectations, and Steps

Installer will begin installation of your PV System on an agreed-upon date. Beginning of installation means when tools and materials arrive at the Property. Installer will advise you in writing or by phone if it needs to change that schedule. The timeline for completion of a PV System installation varies based on a number of factors that are not always in your Installer's control (e.g. funding approval, inspections, etc.). **Since it takes several months for the entire process to be completed, your patience is appreciated as Installer works to bring the savings of solar to you. Any failure to cooperate or provide access may result in delays to activation of the PV System and thus your ability to save on your electric bill.** The general steps for a PV System installation are as follows:

Step 1 – PV System Design: After a visit to your Home, Installer (or its subcontractor) will select the equipment for the PV System and create the design for the solar installation in line with programmatic and funding requirements. Installer staff will also work with the local building department to obtain the necessary permits.

Step 2 – Contract Signing: You will meet with your Installer to sign this Agreement and other necessary documents to install the PV System. Generally, PV System designs are considered final once presented to you, unless a condition is identified that prevents the PV System from being installed as presented.

Step 3 – Solar Installation: Installer (or its subcontractor) begins installation of the PV System on your Home on a mutually agreed date. You will either need to be present for installation or arrange for the necessary access by Installer staff in order to complete installation. Installer may also need access to the interior of your Home for installation of smoke detectors, carbon monoxide detectors, PV System monitoring units, and/or other required devices. Installer staff will not enter your Home without you or an authorized adult over the age of 18 present. To facilitate the solar installation process, Installer appreciates if you are able to provide access to a bathroom, water, and electricity for power tools to Installer (or its subcontractor).

Step 4 - Inspections: After the solar installation, a local building inspector will visit your property to inspect the PV System and verify it meets all applicable building codes. Installer (or its subcontractor) will coordinate and be present for the inspection and will let you know if you need to be present to provide access.

Step 5 – Funding Approvals: Installer will submit all the paperwork to any lender(s) financing your installation, the DCSEU, and any applicable rebate or other documentation necessary to obtain approvals and funding.

Step 6 – Utility Provider Approval: Installer will submit all the paperwork to your utility provider (Pepco) to get the PV System approved (i.e. interconnected) so that you can turn on the PV System and start saving on your electric bill. Your utility provider may need to come to your Home to switch out your meter and inspect the PV System but may not give you advance notice. No Installer staff will be present for this step and your utility provider's inspector may refuse to inspect the PV System if dogs or unsafe conditions are present near the main electric service panel or the utility meter. **This step is dependent on factors outside of Installer's control. Your patience is appreciated.**

Additional Step – Third-Party Inspection: A portion of customer installations are selected for quality control inspection by DCSEU, DOEE and/or an independent third-party inspector. The Third-party inspector may contact you directly to schedule the inspection or may coordinate the inspection through Installer. If the inspection is coordinated through Installer, you will receive notice in advance of the inspection. You or an authorized adult over the age of 18 must be home for the third-party inspection unless you explicitly grant authority for the inspector to inspect without an adult present and all of the solar equipment is outside in accessible locations (i.e. not in the basement).

4. OBLIGATIONS OF THE PARTIES

a. You agree to:

- (i) only have the PV System repaired pursuant to the Limited Warranty (See Exhibit 1) and reasonably cooperate when repairs are being made;
- (ii) keep trees, bushes, and hedges trimmed so that the PV System receives as much sunlight as it did when Installer installed it;
- (iii) not modify your Home in a way that shades the PV System;
- (iv) be responsible for any conditions at your Home that affect the installation (e.g. blocking access to the electrical service panel or removing a tree that is in the way);
- (v) not remove any markings or identification tags on the PV System;
- (vi) permit Installer, after we give you reasonable notice, to inspect the PV System for proper operation as we reasonably determine necessary;

- (vii) use the PV System primarily for personal, family or household purposes, but not to heat a swimming pool;
- (viii) not do anything, permit or allow to exist any condition or circumstance that would cause the PV System not to operate as intended at the Property;
- (ix) notify Installer promptly if you think the PV System is damaged or appears unsafe, if the PV System is stolen, and prior to changing your electricity supplier; and
- (x) return any documents sent to you by Installer for signature (like incentive claim forms) within seven (7) days of receiving them.

b. Installer agrees to:

- (i) schedule the installation of the PV System at a mutually convenient date and time;
- (ii) provide you, where applicable, with a monitor to accurately measure the amount of power the PV System delivers to you;
- (iii) notify you if the PV System design has to be materially changed so that you can review any such changes;
- (iv) clean up during and after the construction of the PV System;
- (v) insure Installer's actions, covering damages to your property caused by faulty installation, PV System malfunction or manufacturing defects as provided in the Limited Warranty;
- (vi) not be a loss payee (or named insured) on the insurance policy covering your Home;
- (vii) not put a lien on your Home or Property;
- (viii) repair the PV System pursuant to the Limited Warranty and reasonably cooperate with you when scheduling repairs; and
- (ix) provide the Operation & Maintenance Services described in Exhibit 2.

c. Home Renovations or Repairs

If during the Limited Warranty you want to make any repairs or improvements to the Property that could interfere with the PV System (such as repairing the roof where the PV System is located), you may only remove and replace the PV System once pursuant to the Limited Warranty (See Exhibit 1). If you want to make any such repairs or improvements after the Limited Warranty has expired, any costs to remove and replace the PV System will be at your expense.

d. No Alterations

You agree that you will not make any modifications, improvements, revisions, or additions to the PV System or take any other action that could void the Limited Warranty on the PV System without Installer's prior written consent. If you make any modifications, improvements, revisions, or additions to the PV System, they will become part of the PV System and shall be Installer's property.

e. Access to the System

You grant to Installer, its employees, agents, contractors, third party evaluators, DCSEU, and DOEE the right to reasonably access all of the Property as necessary for the purposes of (i) installing, constructing, operating, owning, repairing, removing, and replacing the PV System or making any additions to the PV System or installing complementary technologies on or about the location of the PV System; (ii) enforcing Installer's rights as to this Agreement and the PV System; (iii)

installing, using, and maintaining electric lines, inverters, and meters necessary to interconnect the PV System to your electric system at the Property and/or to the utility's (Pepco's) electric distribution system; or (iv) taking any other action reasonably necessary in connection with the construction, installation, operation, maintenance, removal, or repair of the PV System. Installer shall provide you with reasonable notice of any need to access the Property whenever commercially reasonable.

During the time that Installer has access rights, you shall ensure that such access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access. You agree that the PV System is not a fixture, but Installer has the right to file any Uniform Commercial Code (UCC) UCC-1 financing statement ("Fixture Filing") that confirms its interest in the PV System. In the event that Installer files a Fixture Filing, you understand that such filing is not a lien against your Home, but instead is simply to notify anyone who might perform a title search on your address that the PV System is installed on your Home and is the property of Installer. If you sell your Home or refinance your mortgage during the Term, your mortgage provider or lender may require the Fixture Filing be temporarily removed which will result in a fee. Installer will cover this fee for the Term of the Agreement.

5. WARRANTY

YOU UNDERSTAND THAT THE PV SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED WARRANTY ATTACHED AS **EXHIBIT 1**, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE PV SYSTEM OR ITS INSTALLATION.

6. INDEMNIFICATION

To the fullest extent permitted by law, you shall indemnify, defend, protect, save, and hold harmless Installer, its employees, officers, directors, agents, successors, and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands, and liens of any kind or nature arising out of, connected with, relating to or resulting from your negligence or willful misconduct; provided, that nothing herein shall require you to indemnify any party for its own negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

Installer shall indemnify you and hold you harmless from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands, and liens of any kind or nature arising out of, connected with, relating to or resulting from Installer's negligence or willful misconduct; provided, that nothing herein shall require any party to indemnify you for your own negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

7. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES

You agree that the PV System is Installer's personal property under the Uniform Commercial Code. You understand and agree that this is a lease and not a sale agreement. Installer owns the PV System for all purposes, including any data generated from the PV System for the Term unless and until you elect to

purchase the PV System. You shall at all times keep the PV System free and clear of all liens, claims, levies, and legal processes not created by Installer.

While the PV System is owned by Installer, you understand and agree that any and all tax credits, incentives, renewable energy credits, green tags, carbon offset credits, utility rebates, or any other non-power attributes of the PV System are the property of and for the benefit of Installer, usable at its sole discretion. Installer shall have the exclusive right to enjoy and use all such benefits, whether such benefits exist now or in the future. You agree to refrain from entering into any agreement with your utility that would entitle your utility to claim any such benefits. You agree to reasonably cooperate with Installer so that it may claim any tax credits, renewable energy credits, rebates, carbon offset credits, or any other benefits from the PV System. This may include, to the extent allowable by law, entering into net metering agreements, interconnection agreements, and filing renewable energy/carbon offset credit registrations and/or applications for rebates from the federal, District, or local government or a local utility and giving and assigning these tax credits, renewable energy/carbon credits, rebates, or other benefits to Installer. You will receive the benefits of the PV System through net energy metering, which will reduce your monthly electric bill. With solar, you will still receive monthly electric bills from your utility provider (Pepco). You will be responsible for paying your utility provider (Pepco) for any electricity consumed that exceeds the amount produced by the PV System as well as any required fees.

To summarize: (i) you will receive free solar power from the PV System; and (ii) Installer will retain the rights to all tax credits and renewable energy credits now and in the future unless and until you elect to purchase the PV System; you shall not hold any rights, and irrevocably assign all rights to Installer, for all tax credits and renewable energy credits for the PV System now and in the future, unless you purchase the PV System.

8. ASSIGNMENT BY INSTALLER

Installer may, without your consent, assign, lease, sublease, sell, or transfer the PV System and this Agreement, including the Exhibits (the "Assignment"), along with all rights and obligations hereunder, to any third party (each, an "Assignee"), for any purpose, including without limitation, collection of unpaid amounts, financing of the PV System's installation, or in the event of an acquisition, corporate reorganization, merger, or sale of substantially all of Installer's assets to another entity, upon written notice to you.

In such event, Installer will transfer its rights and obligations under this Agreement and, except as provided in this Section 8, be released from all its liabilities and obligations under this Agreement. After any such Assignment, Installer and its assignee will have the following responsibilities:

- a. Installer will continue to provide you warranties on the PV System you leased in accordance with the Limited Warranty set forth in **Exhibit 1**;
- b. If Installer assigns this Agreement, Installer will continue to operate and maintain the PV System in accordance with the Operations and Maintenance (O&M) Services set forth in **Exhibit 2** until you receive written notice otherwise; and
- c. Installer's assignee will, beginning on the effective date of the Assignment, take on all other obligations under this Agreement.

9. PARTICIPATION, OUTREACH, COMMUNICATION, AND SHOWCASING YOUR HOME

The Solar for All Program is an inclusive and participatory process, where everyone involved helps empower a home, a community, and our environment. You are encouraged to help spread the word about the Solar for All Program, but receiving the benefits of solar power through this program is not contingent on your participation.

To communicate and promote your Installer's mission and work, and/or the DCSEU or DOEE program(s), Installer, DCSEU, or DOEE may use photography, film, interviews, social media, and generally document Installer's work during solar installations, which can include activities at your Home and, with your consent, images of you and your family members. You authorize Installer, DCSEU and/or DOEE to film, tape, photograph, interview, and otherwise document our activities at your Property. All video, photography, audio, written, and other materials produced by any such party in connection with the solar installation and all copyrights in these materials will be the sole property of the party producing the material and may be made available by such party on its website, in publications, or through any other media, at its sole discretion. You understand that you are neither entitled to inspect nor approve versions of any media prior to its use by Installer, DCSEU, or DOEE, nor are you entitled to receive any payment for any such use. You grant the producing party all copyrights and other rights for any media created and distributed under this section including, without limitation, any right to copy, edit, change, or transfer the media.

In addition to documenting its work, Installer, DCSEU, and DOEE may showcase solar installations and may need your cooperation in our efforts to obtain positive publicity for the program(s) or such party's services. If Installer, DCSEU, or DOEE wish to showcase your solar installation, such party will seek your approval and coordinate directly with you if it is necessary. If you are willing to have your solar installation be showcased, you will have the right to approve the date and time that any such event is to be held on your property.

10. PROGRAM ASSESSMENT

Installer collects, analyzes, and disseminates data about our programs on an anonymized or de-identified basis. This helps Installer evaluate the effectiveness of its programs, comply with its external reporting obligations to funders and funding programs, and carry out its internal and external communication efforts. Installer is also required to share your information with the DCSEU, DOEE, and their designees. By signing this Agreement, you consent to the disclosure and use of your information as outlined above.

11. OPTIONS AT THE END OF THE TERM

At the end of the Term, you have three options: (1) Upon your request, Installer will remove the PV System at no cost to you; (2) You may leave the PV System in place as-is; or (3) You have the option to purchase the PV System. If you elect to leave the PV system in place (option 2 above), you will continue to receive the free solar energy generated by the PV System, and Installer will continue to own the PV System. Your obligations under this Agreement will continue, and Installer will continue to provide O&M Services, until either party notifies the other of its intent to terminate this Agreement. If you select to purchase the PV System (option 3 above), you must notify Installer of your intent to purchase. Installer will invoice you for the fair market value of the PV System at the time of purchase (reflecting system age and any depreciation in value since installation) and you must deliver payment to Installer within thirty (30) days of receiving such invoice. Fair market value will be mutually agreed upon by the parties; provided, that if the parties are unable to reach an agreement as to the fair market value of the PV System, then the fair market value

will be determined by a professional appraiser with experience in appraisal of assets similar to the PV System. The parties will divide equally the cost of any such appraisal. Once you elect to purchase the PV System, Installer will no longer provide you with any O&M services unless you enter into a separate agreement with Installer for Installer to perform these services at your expense. If applicable, Installer will assign to you any equipment warranties still in effect for the PV System at the time of purchase.

12. DOEE COVENANT

If you purchase the PV System from the Installer, the homeowner (you) will be required to sign DOEE's covenant that requires the homeowner to keep the PV system on roof for twenty (20) years after the Interconnection Date.

13. SELLING YOUR HOME

If you sell your Home during the Term of this Agreement, then the person buying your Home must sign a transfer agreement assuming all of your rights and obligations under this Agreement. **You agree to provide Installer at least twenty (20) days but not more than three (3) months' prior written notice** if you want someone to assume your rights and obligations under this Agreement. In connection with this assumption, you, your approved buyer, and Installer shall execute a written transfer of this Agreement. You will continue to be responsible for any default under this Agreement (whether by you or by your buyer) until both parties (buyer and seller) have signed the transfer agreement. You will be released from your obligations under this Agreement once Installer has a signed transfer agreement with the person buying your Home.

If you sell your Home and cannot comply with this Section 13, you will be in default under this Agreement. This Section 13 includes a Home sale by your estate or heirs.

This Section 13 is free of any restrictions that would prevent you from freely transferring the Property. In the event of a foreclosure on the Property, your lender has the right (but not the obligation) to do ONE of the following:

- a. terminate this Agreement and require Installer to remove the PV System; or
- b. require transfer of the Agreement to a subsequent purchaser of the Property. In the event the lender requires transfer of the Agreement to a subsequent purchaser of the Property, then you will not be entitled to the free electricity produced by the PV System, but any subsequent purchaser of the Property will be entitled to the electricity for the remaining Term of the Agreement.

Installer will not prohibit the sale, conveyance, or refinancing of the Property. Installer may choose, at their own expense, to file in the real estate records a Fixture Filing that preserves their rights in the PV System. The Fixture Filing is intended only to give notice of its rights relating to the PV System and is not a lien or encumbrance against the Property. Installer shall explain the Fixture Filing to any subsequent purchasers of the Property and any related lenders as requested. Installer shall also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Property.

EXCEPT AS SET FORTH IN THIS SECTION, YOU MAY NOT SUBLEASE, ASSIGN, SELL, PLEDGE, OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THE PV SYSTEM OR THIS AGREEMENT.

14. LOSS OR DAMAGE

Except as expressly provided in this Agreement, no loss, damage, theft, or destruction will excuse you from your obligations under this Agreement. If there is loss, damage, theft, destruction, or a similar occurrence affecting the PV System, and you are not in default of this Agreement, you shall cooperate with Installer to have the PV System repaired or replaced pursuant to Exhibits 1 and 2.

15. LIMITATION OF LIABILITY

INSTALLER'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES.

16. DEFAULT

You will be in default under this Agreement if any one of the following occurs:

- a. you fail to perform any material obligation that you have undertaken in this Agreement (such as alter or interfere with the PV System) and such failure continues for a period of fourteen (14) days after written notice;
- b. you have provided any false or misleading financial or other information to obtain this Agreement;
- c. you assign, transfer, encumber, sublet, or sell this Agreement or any part of the PV System without Installer's prior written consent; or
- d. you make an assignment for the benefit of creditors, admit in writing your insolvency, file or there is filed against you a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent, or undertake or experience any substantially similar activity.

17. REMEDIES IN CASE OF DEFAULT

If you are in default of this Agreement, Installer may take any one or more of the following actions. If the law requires Installer to do so, Installer will give you notice and wait any period of time required before taking any of these actions. Installer may:

- a. terminate this Agreement and your rights to possess and use the PV System;
- b. suspend its performance under this Agreement;
- c. take any reasonable action to correct your default or to prevent further loss to Installer;
- d. require you to return the PV System or make it available to Installer in a reasonable manner; or
- e. turn off or take back the PV System by legal process or self-help, but Installer may not disturb the peace or violate the law.

By choosing any one or more of these remedies, Installer does not give up its right to use another remedy. By deciding not to use any remedy should you be in default of this Agreement, Installer does not give up its right to use that remedy in case of a subsequent default.

18. INSTALLER DEFAULT; YOUR REMEDIES

In addition to any other remedies you have under this Agreement, if Installer (a) makes a general assignment for the benefit of creditors, files a petition in bankruptcy, appoints a trustee or receiver, or has all or substantially all of its assets subject to attachment, execution or other judicial seizure, or (b) fails to perform an obligation under the Agreement and such failure continues beyond a reasonable period but not to exceed sixty (60) days after Installer receives notice of such failure (provided, in each case, this Agreement is otherwise in full force and effect prior to such event), you will have the option to: (i) purchase the PV System as set forth in Section 11 subject to you agreeing to sign DOEE's covenant to keep the PV System on your roof for twenty (20) years from the Interconnection Date, if applicable; or (ii) seek damages for any losses, including breach of Installer's Limited Warranty as set forth in Exhibit 1 or failure to perform O&M Services as set forth in Exhibit 2, for the remaining Term of the Agreement.

19. DISPUTE RESOLUTION

If there is any claim or controversy regarding the rights and obligations between you and Installer arising hereunder, Installer and you will first meet and confer informally and in a good faith effort to settle and resolve the differences. Prior to commencing any action or proceeding arising under or relating to this Agreement, Installer and you will participate in a mediation of the matters that the parties have been unable to resolve. Any controversy or claim arising out of or relating to this Agreement not settled by mediation will be settled by binding arbitration, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The judgment upon the award rendered by the arbitrator(s) may be entered in any Court in the District having jurisdiction thereof. Any mediation or arbitration between the parties shall occur in the District of Columbia, at a location mutually agreeable to the parties. The parties shall split equally the costs of mediation or arbitration, as applicable, except that each party shall be responsible for its own attorneys' fees; provided, however, that if an arbitrator finds that a claim was made or prosecuted in bad faith by one party, then such party shall be responsible for all costs and for the other party's reasonably incurred attorneys' fees. You and Installer both understand and agree that in signing this Agreement, both are giving up the right to a civil trial in a court of law with respect to any dispute between you and Installer arising under this Agreement.

20. APPLICABLE LAW

This Agreement is governed by District of Columbia law. Both parties consent to the exclusive jurisdiction of the District and federal courts of the District of Columbia.

21. WAIVER

Any delay or failure of a party to enforce any of the provisions of this Agreement, including but not limited to any remedies listed in this Agreement, or to require performance by the other party of any of the provisions of this Agreement, shall not be construed to (i) be a waiver of such provisions or a party's right to enforce that provision; or (ii) affect the validity of this Agreement.

22. NOTICES & CONTACT INFORMATION

All notices under this Agreement shall be in writing and shall be by electronic mail (e-mail), personal delivery, overnight courier, or certified or registered mail at each party's address and contact information on the cover page of this Agreement.

23. ENTIRE AGREEMENT; CHANGES

This Agreement contains the parties' entire agreement regarding the installation, performance, ownership, and maintenance of the PV System. There are no other agreements, either written or oral. Any change to this Agreement must be in writing and signed by both parties. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

24. HOMEOWNER'S RIGHT TO CANCEL AGREEMENT. UNDER DISTRICT OF COLUMBIA LAW, YOU HAVE THE ABSOLUTE RIGHT TO CANCEL THIS AGREEMENT WITHOUT PENALTY ANYTIME WITHIN THREE (3) BUSINESS DAYS AFTER SIGNING THIS AGREEMENT.

Installer and Client have signed this Agreement as of the dates written below, and the date of this Agreement (including for purposes of cancellation as described in Section 24) shall be the later of such dates.

INSTALLER:

Signature

Printed Name

Title

Date

HOMEOWNER:

Signature

Printed Name

Date

HOMEOWNER INSTALLATION, OPERATION & MAINTENANCE AGREEMENT
EXHIBIT 1

LIMITED WARRANTY

1. INTRODUCTION

This Limited Warranty is Installer's agreement to provide you warranties on the PV System installed on your Property. This Limited Warranty begins when Installer starts installing the PV System at your Home.

2. LIMITED WARRANTY

For a period of twenty (20) years from the date of completion and interconnection of the PV System installation (the "Warranty Period"), at no cost to you, Installer will repair and service: (1) the PV System, and (2) any damage to the Property directly caused by the installation of the PV System. This Limited Warranty is in addition to the O&M Services as described in Exhibit 2.

During the Warranty Period, the PV System may be serviced either by Installer or a contractor hired by Installer. This Limited Warranty does not cover issues unrelated to the PV System or any conditions at the Property that arose or developed prior to the installation of the PV System. Installer will additionally be responsible for overseeing the service, production guarantees, and monitoring during the Warranty Period.

If Installer's subcontractor provided roof repair/replacement services as part of the installation of the PV system, those services include a labor and installation warranty of at least 15-years for roofing services and at least 1-year for electrical services.

3. EXCLUSIONS AND DISCLAIMER

- a. This Limited Warranty does not apply to any lost power production or any repair, replacement, or correction required due to the following:
 - (i) someone other than Installer or its approved service providers installed, removed, re-installed, or repaired the PV System;
 - (ii) destruction or damage to the PV System or its ability to safely produce power not caused by Installer or its approved service providers while servicing the PV System (e.g. if a tree falls on the PV System, Installer will replace the PV System under this Warranty, but will not repay you for power it did not produce);
 - (iii) your failure to perform, or breach of, your obligations under the Agreement (e.g. you modify or alter the PV System);
 - (iv) your breach of this Limited Warranty, including you being unavailable to provide access or assistance to Installer in diagnosing or repairing a problem;
 - (v) any Force Majeure Event (as defined below);
 - (vi) shading from foliage that is new growth or is not kept trimmed to its appearance on the date the PV System was installed;
 - (vii) any system failure or lost production not caused by a PV System defect (e.g. the PV System is not producing power because it has been removed to make roof repairs); and

- (viii) theft of the PV System (e.g. if the PV System is stolen, Installer will replace the PV System under this Warranty, but will not repay you for the power it did not produce).

You acknowledge that installation of the PV System may void any existing roof warranty. Installer will only be responsible for repairs or damage to your roof directly related to installation of the PV System, while you are within the Warranty Period.

b. Modifications and Access to the PV System

The PV System will remain intact for the duration of the Warranty Period and you agree not to tamper or make any modifications to the PV System or its components that could alter the PV System's production. Only Installer-approved parties may repair or modify the PV System. You are responsible for notifying Installer of any problems and repairs needed and will have to provide access to inspect, clean, test, or repair the PV System. You also agree to keep the PV System free of shade to ensure maximum production of energy.

c. Moving the PV System

Because the PV System will be partially funded by the DCSEU Solar for All Program, the PV System cannot be removed or relocated prior to the end of the Warranty Period. Therefore, **during the Warranty Period, you cannot move the PV System except for removal and re-installation as may be required for roof repairs.**

d. De-installation and Re-installation of the PV System

Installer personnel have to the best of their abilities, assessed your roofing material and roof condition to confirm it has 10 years or more of life remaining. As Installer wants to ensure that the installed PV System saves you money for the long-term and to provide an additional assurance, **Installer will de-install and re-install the PV System at no-cost to you at least once during the Warranty Period if you need to repair or replace the portions of your roof impacted by the System.** Installer will not cover any costs relating to the roof repair or replacement.

In order to use this benefit, **you must notify Installer *in writing* at least 45 days prior to the need for re-roofing or roof repair.** The timing for de-installing and reinstalling the PV System will depend on availability of Installer personnel and any necessary coordination with your roofer. **Any warranty will be voided if the PV System is not de-installed and/or re-installed by Installer or its authorized party.** Damage to any solar equipment or components arising from work carried out by parties other than Installer or its authorized partners is your responsibility. Installer is not obligated to repair, de-install, or re-install the PV System if damaged by a non-authorized party, nevertheless, you are encouraged to contact Installer for assistance in ensuring a fully functional PV System. Any costs associated with repairs or equipment replacement to the PV System resulting from an unauthorized party's work will be at your cost.

After the Warranty Period, you are responsible for any costs related to de-installing and re-installing the PV System over the lifetime of the PV System.

e. System repair or removal

You agree that if (i) the PV System needs any repairs that are not the responsibility of Installer under this Limited Warranty or the O&M Services described in Exhibit 2, or (ii) the PV System needs to be de-installed and re-installed to facilitate remodeling of your Home, you will have Installer, at your expense, perform such repairs or removal and reinstallation on a time and materials basis.

If you want to return the PV System to Installer after expiration of the initial Term, then Installer will remove the PV System at no cost to you. You agree to reasonably cooperate with Installer in removing the PV System, including providing necessary space, access, and storage, and Installer will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

THE LIMITED WARRANTIES DESCRIBED IN THIS EXHIBIT ARE THE ONLY EXPRESS WARRANTIES MADE BY INSTALLER WITH RESPECT TO THE PV SYSTEM. INSTALLER HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM, BUT NOT PERFORMANCE OF, USING THE PV SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

4. INSTALLER'S STANDARDS

For the purpose of this Limited Warranty, the standards for Installer's performance will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency, and economy.

5. FORCE MAJEURE

If Installer is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, Installer will be excused from whatever performance is affected by the Force Majeure Event, provided that:

- a. Installer, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;
- b. Installer's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e. when a Force Majeure Event is over, Installer will make repairs); and
- c. No Installer obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition, or circumstance beyond the control of and not caused by Installer's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; hurricane; flood; lightning; wind; drought; epidemic; quarantine or public health restrictions; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Installer's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Installer, including a grid supply voltage outside of the standard range specified by your utility (PEPCO); and failure of equipment not utilized by Installer or under its control.

6. LIMITATIONS ON LIABILITY

a. No Consequential Damages

YOU MAY ONLY RECOVER DIRECT DAMAGES UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL INSTALLER OR ITS AGENTS OR SUBCONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE.

b. Limitation of Duration of Implied Warranties

ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY.

7. NOTICES

ALL NOTICES UNDER THIS LIMITED WARRANTY SHALL BE MADE IN THE SAME MANNER AS SET FORTH IN THIS AGREEMENT (THE LEASE) TO THE ADDRESSES LISTED BELOW:

TO INSTALLER: At the address in this Agreement or any subsequent address Installer gives you.

TO YOU: At the address in this Agreement or any subsequent address you give us.

8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

This Limited Warranty protects only the person who leases the PV System pursuant to this Agreement. Your rights and obligations under this Limited Warranty will be automatically transferred to any person who purchases the PV System from you or to whom you transfer this Agreement upon execution of a written transfer of the Agreement as set forth in Section 13 of the Agreement. This Limited Warranty contains the parties' entire agreement regarding the limited warranty of the PV System.

HOMEOWNER INSTALLATION, OPERATION & MAINTENANCE AGREEMENT
EXHIBIT 2

OPERATIONS AND MAINTENANCE (O&M) SERVICES

The Operations and Maintenance (O&M) Services that Installer agrees to provide to you on the PV System will begin immediately after the installation of your PV System is complete and the system has been interconnected, and will continue for the duration of the Term. These O&M Services include the following:

1. Monitoring System production:

- a. Production Monitor. During installation or at any time thereafter during the Term, you agree to allow Installer to install and maintain a production monitoring system that will allow Installer, the DCSEU, DOEE, and their staff and authorized designees remote access through a wireless connection to monitor and analyze the historic and real-time performance of your PV System (the "Production Monitor"). The Production Monitor will inform Installer, the DCSEU and DOEE staff when the system is off-line and will collect data about your PV System production ("Performance Data") to help ensure the PV System's is performing correctly.
- b. Access to Monitors. You acknowledge and agree that the Production Monitor will be part of the PV System, and that you must provide Installer with access to the Home in order to install, operate, maintain, repair, and replace the Production Monitor.
- c. Monitor Damage or Inaccuracy. Installer uses the Production Monitor to monitor and record your electricity production, and promptly respond to any production issues. To the extent the Production Monitor has any inaccuracies during any given period as a result of your actions or the actions of any other person unrelated to Installer, you will be responsible for any damage to the Production Monitor that is caused by you or any other person unrelated to Installer.
- d. Data Usage and Disclosure. Installer may combine the Usage Data and Performance Data with each other and with other data, including, without limitation, system size, system performance, and address, (collectively, "Data"). Installer will never sell any personally identifiable Data to a third party without your prior written consent.

2. Manufacturer's Warranties: maintaining all applicable manufacturer's warranties;

3. Insurance: maintaining all insurance policies in accordance with this Agreement;

4. Roof Warranty: providing a five (5) year roof penetration warranty for any leaks or roof malfunction caused by the installation of the PV System;

5. Support: providing customer support beyond the scope of the Limited Warranty;

6. Production Guarantee: Providing a performance/production guarantee: Installer guarantees that the PV System will generate ninety percent (90%) of the weather-adjusted expected output during the Term of this Agreement (the Lease), as well as provide a minimum of 50% reduction in the District's average residential electric bills for 2016 (which equates to 4,200kWh per year). In the event either of the conditions above is not being met at any time, Installer will perform annual or

remedial maintenance (as applicable) on the PV System in accordance with applicable law and the warranties provided by the manufacturers of the components of the PV System, which shall include, but not necessarily be limited to:

- a. Performing a visual inspection of the solar PV modules, mounting system, inverters, wiring, conduits, and data acquisition system to ensure none of the components of the System has been damaged at least annually;
- b. Repairing or replacing any damaged or non-functioning solar PV modules;
- c. Cleaning all of the solar PV modules;
- d. Repairing or replacing any damaged mounting hardware, inverters, wiring, conduits or components of the data acquisition system;
- e. Ensuring all electrical connections are tight and the racking system is firmly attached to the roof; and
- f. Making sure any roof penetrations are properly sealed with waterproof sealant.

7. **Overproduction:** If, over the course of the Term, the PV System produces more energy than the production guarantee above, then the extra energy will be yours at no additional cost.

ATTACHMENT L – VEIC’S INFORMATION SECURITY REQUIREMENTS

Vermont Energy Investment Corporation and its individual operating companies, divisions, subsidiaries, and affiliates (collectively, “VEIC”) must ensure that access to its information systems, networks, facilities and other resources (collectively, “VEIC Systems”) and its data is appropriately controlled and that these resources are adequately protected. This includes access by vendors, other third parties and their respective employees, agents, subcontractors and representatives (collectively, “Vendors” and each individually, a “Vendor”).

VEIC’s Information Security Requirements document (this “VISR”) sets forth the obligations that apply to Vendors that receive access to (i) VEIC Systems, (ii) VEIC Data (as defined below) and/or (iii) VEIC premises in connection with receipt of access to VEIC Systems and/or VEIC Data, when engaged in business with any VEIC entity. This VISR supplements the terms and conditions set out in any agreement between Company and Vendor to which this VISR is attached or that otherwise incorporates this VISR by reference (the "Agreement"). VEIC Systems and VEIC Data are confidential information of VEIC. For purposes of this VISR, “VEIC Data” means personally identifiable information / personal information of VEIC’s customers or associates, protected health information, payment card information, and any other confidential or restricted information or data of VEIC that if disclosed to the public or unauthorized parties (including competitors) is likely to cause significant harm or competitive disadvantage to VEIC (e.g., trade secrets, marketing plans, financial information, budgets, IP (internet protocol) addresses and IP ranges, strategic plans, employee compensation and performance information).

1. General Obligations

If Vendor is provided with access to VEIC Data or VEIC Systems as part of its engagement with Company, Vendor shall for the entire duration of the engagement:

- a) Always maintains a comprehensive and formally documented information security program that:
 1. is based on a reputable information security standard;
 2. complies with applicable laws, regulations, and contractual obligations;
 3. includes appropriate administrative, technical, physical, organizational, and operational safeguards and other security measures designed to:
 - i. establish minimum required standards related to the safeguarding of Vendor data and VEIC Data contained in both paper and electronic records;
 - ii. protect the security and confidentiality of Vendor data and VEIC Data in a manner consistent with applicable industry standards;
 - iii. protect against any anticipated threats or hazards to the security or integrity of Vendor data and VEIC Data; and
 - iv. protect against unauthorized processing, loss, use, disclosure or acquisition of or access to any Vendor data or VEIC Data; and upon Company’s request, provide a summary or overview of this security program and/or a written confirmation that an assessment of Vendor’s information security program has been conducted by an independent assessor and that any discovered program deficiencies have been remediated;

- b) cooperates with security audits/assessments/testing as may be periodically requested by Company (and no more than annually unless a problem is identified) upon prior written notice to Vendor, to be performed by or on behalf of Company to confirm Vendor's compliance with this VISR; provided that such audits/assessments shall be conducted at a time(s) mutually agreed by the parties, during Vendor's normal business operations, in a manner minimally disruptive to Vendor's business, and subject to reasonable confidentiality requirements consistent with the confidentiality provisions in the Agreement;
- c) ensures that Vendor personnel or representatives that receive access to VEIC Data are competent, properly trained in information security matters, and understand Vendor's obligations under this VISR;
- d) ensures that Vendor personnel are assigned unique authentication credentials, such as user names, passwords, digital certificates, tokens and smartcards, for access to VEIC Data, and that these credentials are handled with the utmost care and confidentiality to prevent unauthorized disclosure or misuse;
- e) ensures that, unless expressly authorized in writing by Company, no VEIC Data shall be permanently stored on laptops that are not equipped with full hard drive encryption, and that no VEIC Data is stored on or accessed by USB drives, mobile devices, or any other portable storage media belonging to Vendor or Vendor personnel;
- f) grants access to VEIC Data only on a need to know basis, and not distribute such VEIC Data outside the purpose of the engagement;
- g) have effective and up-to-date endpoint protection in place, which includes capabilities for dynamic exploit protection, dynamic malware protection, mitigation, remediation and forensics, on all Vendor systems that are used to access VEIC Data;
- h) upon termination of the engagement, upon request of Company, or at any such other time as may be required by applicable law, securely return, securely destroy or render unreadable or undecipherable all VEIC Data provided to Vendor that remains in Vendor's possession or control, and provide Company with a written certification that such return or alternate action has occurred;
- i) notifies Company of any unauthorized use of, disclosure of, or access to VEIC Systems or VEIC Data, or any failure to comply with this VISR, promptly and in no event more than twenty-four (24) hours after Vendor confirms such prohibited activity and shall cooperate with Company in taking necessary or advisable corrective actions; and
- j) In the event that the Vendor, pursuant to applicable law or regulation or legal process, is requested or required to disclose VEIC Data, the Vendor shall provide the Company with prompt notice of such requirement in order to enable the Vendor to confer with the Company concerning the steps that may be taken to reduce the extent of VEIC Data that must be disclosed and/or to enable the Company to seek an appropriate protective order or other remedy reducing the extent of VEIC Data that must be disclosed. In any event, the Vendor shall disclose only such VEIC Data that the Vendor is advised by legal counsel is legally required to be disclosed in order to comply with such applicable law or regulation or legal process (as such may be affected by any protective order or other remedy obtained by the Company) and shall use reasonable efforts to ensure that all VEIC Data is so disclosed will be accorded confidential treatment.

2. Access to VEIC Systems

Compliance with this section of the VISR is required for the entire duration of the engagement if Vendor is provided access to VEIC Systems. In these situations, Vendor shall:

- a) ensure that requests to grant Vendor access to VEIC Systems follow approved, formal processes and adhere to the “least privileged access principle” (i.e., access to information resources must be limited to only those individuals whose job requires such access, and access to information resources must be prevented unless explicitly allowed);
- b) ensure that all remote access to VEIC Data by Vendor personnel or representatives is secured using multi factor authentication via a secure method or another authentication mechanism as agreed upon with VEIC;
- c) ensure that Vendor personnel shall not attempt to gain access to any VEIC Systems that are not specifically related to fulfilling the purpose of the engagement;
- d) ensure that system access provided to Vendor personnel is promptly terminated (i) upon termination of the engagement with Vendor, (ii) when Vendor personnel change functions and no longer require access, (iii) when Vendor personnel are no longer assigned to Company’s account or, (iv) when for any reason, access is no longer required; and
- e) accept and agree that, if and while Vendor personnel are using any VEIC Systems, system activity (e.g. system events, unauthorized log-in attempts or unauthorized transmissions of confidential information) may be subject to monitoring, to protect Company information assets, to the extent allowed by law and pursuant to all reasonable security instructions and VEIC policies or guidelines.

3. Access to VEIC Premises

Compliance with this section of the VISR is required for the entire duration of the engagement if Vendor is provided physical access to any non-public areas in Company’s location or premises and receive access to VEIC Systems or VEIC Data. In these situations, Vendor shall ensure that Vendor personnel will:

- a) comply with guidance and policies provided by the Company, verbally or in writing, with regard to building safety and security, while working on site at Company’s premises;
- b) not attempt to gain access to any Company facilities or areas within those facilities that are not specifically related to fulfilling the purpose of the engagement;
- c) treat security and identification devices (such as access badges) provided to them by Company with the utmost care and confidentiality to prevent unauthorized access;
- d) ensure that Vendor personnel shall have available a valid photo ID at all times while on Company premises and shall present such identification upon request of Company personnel; and
- e) refrain from interfering with VEIC’s network and infrastructure or causing any damage or threat to such network and infrastructure.

4. Housing Services, Hosting Services and Cloud Services

Compliance with this section of the VISR is required for the entire duration of the engagement if Vendor provides facilities that host Company infrastructure (e.g., data centers), provides facilities and infrastructure for Company to manage and store its data, provides facilities and infrastructure to host supplier-provided IT solutions, or provides professional services that support the deployment and ongoing management of externally-hosted (not within Company facilities) information resources. If Vendor is providing any of these services to Company, Vendor shall:

- a) comply with the SOC 2 control framework and regulations, or a similar control framework with at least an equal security standard;
- b) periodically provide Company (at least annually) with an unqualified SOC 2 (Type II) examination in accordance with the Association of International Certified Public Accountants (AICPA) AT Section 101, or any successor or equivalent standards, by qualified, independent auditors engaged and compensated by Vendor, covering Vendor's controls and systems relating specifically to all aspects of the services provided ("SOC 2 Report");
- c) provide security operational integration such as logs, monitoring and remediation, for integration with VEIC's SOC requirements; and
- d) ensure that all confidential data is encrypted in transit and at rest.

5. Developing or Maintaining Software

Compliance with this section of the VISR is required for the entire duration of the engagement if Vendor develops and/or maintains software for Company as part of the engagement. In these situations, Vendor shall:

- a) maintain a secure Systems Development Life Cycle (or "SDLC") process, including at a minimum:
 1. evidence of a secure code review process;
 2. periodic application penetration test executed by a specialized third party;
 3. a procedure that results in timely resolution of all discovered high and medium risk vulnerabilities (using the Common Vulnerability Scoring System (or "CVSS"))
 4. a security checkpoint in change management
 5. if a web/internet-based application – ensure staff is trained on, and adhere to secure coding principles described in Open Web Application Security Project (OWASP) Secure Coding Guidelines that covers, but not limited to:
 - i. input validation
 - ii. output encoding
 - iii. authentication and password management
 - iv. session management
 - v. access control
 - vi. cryptographic practices
 - vii. error handling and logging
 - viii. data protection
 - ix. communication security
 - x. file management
 - xi. memory management
 - xii. general coding practices.
- b) apply the following measures in accordance with industry best practices:

1. patch management;
 2. vulnerability assessment;
 3. strong access control;
 4. logging; and
 5. system hardening.
- c) provide to Company, upon request (in the event of an incident or no more than annually), evidence that periodic application penetration tests are performed and discovered vulnerabilities are remediated; and
- d) periodically (no more than annually) provide Company with an ISO, SOC2 Type II or Type III, or similar certification reflecting the compliance of Vendor with the above obligations.

6. Maintaining Hardware

Compliance with this section of the VISR is required for the entire duration of the engagement if Vendor maintains hardware for Company as part of the engagement. In these situations, Vendor shall apply the following measures with respect to the hardware and peripherals it provides and/or maintains:

- a) hardware hardening according to industry best-practices or VEIC instructions; and
- b) industry standard-based security or prevention measures (anti-tampering, air gapping etc.).

7. Privileged Access

Compliance with this section of the VISR is required for the entire duration of the engagement if Vendor (i) manages IT systems (hardware or software) for VEIC or (ii) is responsible for any aspect of Identity and Access Management (IAM) related to VEIC systems, including Privileged Access controls. For purposes of clarity, this Section 7 will apply only if Vendor is providing services pursuant to Sections 4, 5 or 6 above. "Privileged Access" is defined as access that provides a capability to alter the properties, behavior, or control of an information resource, change system control parameters, alter other users' access to data, or bypass or change system and security controls. In these situations, Vendor shall:

- a) Maintain and disseminate to Vendor employees a written access control policy based on reputable industry standards and the least privileged access principle.
- b) Include formal instructions for the following in Vendor's IAM procedures:
 1. Approval for, creation of and providing entitlements for privileged accounts; and
 2. Removal of Privileged Access upon termination of the engagement with Vendor, when Vendor personnel change functions and no longer require access, when Vendor personnel are no longer assigned to the VEIC account or, for any reason, Privileged Access is no longer required.
- c) Maintain a recertification cycle (validation of permissions granted) for privileged accounts that includes:
 1. Maintaining a list of Vendor personnel with Privileged Access to VEIC Systems or other IT resources that support VEIC Systems or operations;
 2. Reviewing Vendor personnel's access rights at regular intervals (at least quarterly) and after any changes, such as promotion, demotion, or termination of employment;
 3. Taking immediate action to correct any discrepancies discovered during this review; and

4. Upon request by Company, providing reporting related to this review.
- d) Monitor and adequately log creation of and changes to privileged accounts for systems used by, accessed by, or in-place to support Company and, upon discovery of anomalies, notify Company;
 - e) Monitor and adequately log all actions performed by Vendor personnel with Privileged Access to systems used by, accessed by or in-place to support Company, report any anomalies to Company and, upon request, provide a history of all system management actions performed by Vendor personnel that could impact the confidentiality, integrity or availability of services or systems;
 - f) Implement procedures for emergency access (e.g., a “break glass” account) and ensure that passwords are properly secured and changed after each use;
 - g) Ensure that all Vendor personnel (including technical and functional support personnel, operators, network administrators, system programmers, and database administrators) have an individually- assigned unique identifier (user ID) that can be traced to the accountable individual;
 - h) Implement controls to ensure secure log-on procedures, quality passwords, a secure authentication method, and session time-outs for inactive sessions at the network, operating system and database level;
 - i) Ensure that non-personal accounts (e.g., Admin or Root, service accounts, batch accounts, and back-up accounts) cannot be used by an individual for system access; and
 - j) Where technically feasible, integrate solutions provided by Vendor with the VEIC privileged access management (PAM) solution.