



EcoWorks

Request for Qualifications (RFQ) / Proposals (RFP):

Solar Arrays, Battery Energy Storage Systems, Building Energy Efficiency and Electrification Measures

Issued:

Tuesday, March 4, 2025

Facility Locations:

Capuchin Soup Kitchen Conner Kitchen
4390 Conner St, Detroit, MI 48215

Capuchin Soup Kitchen Meldrum
1264 Meldrum St, Detroit, MI 48207

Capuchin Soup Kitchen Service Center
6333 Medbury St, Detroit, MI 48211

SDM2 Project Education
19470 Lenore Ave, Detroit, MI 48219

SDM2 Wellness Kitchen
19470 Winston St, Detroit, MI 48219

Response Due Date:

Friday, April 4, 2025

Contact Person:

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1. Overview

1.1. Introduction

The purpose of this Request for Qualifications / Proposals (RFQ/RFP) is to find highly qualified and cost-effective solar project developers/installers for solar photovoltaic (PV) systems, battery energy storage systems (BESS), and select energy efficiency and electrification measures for five facilities awarded under the Michigan Public Service Commission (MPSC) Renewable Energy and Electrification Infrastructure Enhancement and Development (RE EIED) program. Interested solar project developers/installers (“Respondents”) are requested to provide a full proposal for the phased development of solar power systems and energy storage systems for a) three Capuchin Soup Kitchen facilities, b) two SDM2 Project Education facilities, or c) a combined proposal for all five facilities. Proposals received from this RFQ/RFP will assist EcoWorks (“Buyer”) in making decisions to pursue clean energy solutions and engage in contract discussions with Respondents.

EcoWorks is supporting rapid, cost-effective deployment of solar PV systems with battery energy storage in Detroit, Michigan as part of a strategy to increase resiliency of community services including food distribution, reductions in greenhouse gas (GHG) emissions while realizing material electricity cost savings for partner organizations’ operations and programming. EcoWorks is serving as an owner’s representative for the installation of renewable energy, energy storage, and select energy efficiency and electrification measures detailed in Section 2.3 below.

A selected solar project developer/installer will provide excellence and timeliness in solar PV system and BESS design and construction, understanding of unique requirements in the commercial sector, attractive pricing, and financed solutions with standardized documents and processes. Upon selection of a solar project developers/installers, ECOWORKS intends to release a public statement regarding the partnership.

This RFQ/RFP is not a contract offer and should not be construed as intent, commitment, or promise to acquire products or services presented by any Respondent.

1.2. About EcoWorks

EcoWorks is a Detroit based nonprofit that creates just, equitable, and inclusive solutions to climate change and other community sustainability challenges. EcoWorks has generated more than \$30 million in energy savings for low- to moderate income households, community organizations, local governments, businesses, and other clients through our energy management services, which include benchmarking, GHG inventories, energy planning, project scoping, implementation of residential direct service programs, and serving as owner's representative in bidding, contract review, and project management. We have also supported more than 20 Southeast Michigan local governments in developing clean energy plans and securing more than \$30 million for municipal energy projects.

More information is available at: <https://www.ecoworksdetroit.org/>

1.3. RFQ/RFP Timeline

Below is a list of major milestone dates for this RFQ/RFP process. Buyer reserves the right to modify schedule at its discretion.

Event	Target Dates
RFQ/RFP Issued	March 4, 2025
Project Review Webinar (attendance optional)	Week of March 17, 2025
RFQ/RFP Questions Due No Later Than	March 24, 2025
Responses Due	April 4, 2025
Response Evaluation Period	April, 2025

2. Scope

2.1. Solar PV and Battery Energy Storage Projects

ECOWORKS is seeking an experienced partner for developing and/or constructing solar PV and battery energy storage projects at five sites. The focus for project development is designing, engineering, permitting, financing, installing, and operating on-site solar PV systems and battery energy storage systems to reduce operating costs while increasing the use of renewable energy and supporting the resilience of community programs.

Projects are planned to begin no later than May 15, 2025 and must be completed by December 2025 including utility interconnection and commissioning. Respondents are expected to provide proposals that include the required site(s) and describe their management approach to complete the projects within the overall timeline; nevertheless, the specific sites to be developed under contract may be modified during final negotiations.

ECOWORKS has a strong preference for a solar project developer/installer with proven success in supporting nonprofit organizations in navigating and securing direct pay solar project cost reductions including support for navigating any required third-party financing. Project payments will be managed on a reimbursement basis subject to a 45-day approval period following submission and approval of required documentation.

The contemplated Agreement would include overall terms and conditions to enable and encourage rapid pursuit of all viable solar projects by the selected Respondent, along with performance criteria and management expectations.

2.2. Energy Efficiency and Electrification Projects

In addition to the solar PV and battery energy storage projects, EcoWorks is seeking a qualified and experienced partner for installing phase change materials at the three Capuchin Soup Kitchen sites as well as the two SDM2 Project Education facilities. EcoWorks has a strong preference for biologically based phase change materials and requests that respondents include the cost of installation and project timeline in their proposals.

EcoWorks is seeking a high-quality provider of cold weather certified heat pumps to support electrifying the HVAC systems of both SDM2 Project Education facilities. EcoWorks has a preference for air source heat pumps, however respondents may also provide proposals for geothermal heat pumps. Respondents submitting a proposal including geothermal systems are encouraged to provide an overview of their capacity to secure project cost reductions through direct pay tax credits to nonprofits including any required third-party financing.

2.3. Required Site(s) and Measures

Attachment A is a document identifying each site. A summary of the site list and measures that each Respondent must use in building its proposal is provided below:

Location	Solar PV (kWdc)	BESS Minimum Capacity (kWh)	Phase Change Materials	Efficiency & Electrification
CSK: Conner Kitchen 4390 Conner	65.4	30	Yes	N/A
CSK: Meldrum Kitchen 1264 Meldrum	84.1	30	Yes	N/A
CSK: Service Center 6333 Medbury	149.1	30	Yes	N/A
SDM2 Project Education and Wellness Kitchen 19470 Lenore 19470 Winston	9.2 (total)	20	Yes, both sites	Yes, both sites

2.4. Additional Project Information

Respondents are expected to include proof of all required business and contractor certifications and be in compliance with the equipment, construction, and insurance requirements included in Attachments B and C to this RFQ/RFP. All paperwork regarding Davis-Bacon Act Federal reporting, project permitting, construction, and interconnection would be managed by the Respondent in compliance with all applicable laws, regulations, ordinances, and industry best. In addition to the detailed information that Respondents are providing on required sites, Respondents are asked to describe their development plan for reasonably and prudently maximizing the installed capacity that can be developed in partnership with ECOWORKS on commercial and residential solar and energy saving projects. These additional projects may come from any location within ECOWORKS’s portfolio of communities we serve. This plan should include practices as part of Section II (“Solar PV Project Development Approach”) in the Respondent’s proposal.

3. Responding to this RFQ/RFP

Interested Respondents are encouraged to respond to this RFQ/RFP with the requested information and documentation by the stated response deadline. Prior to submitting the RFQ/RFP response, Respondents have the opportunity to submit questions. After collecting responses to this RFQ/RFP, the ECOWORKS evaluation team will review the responses as described below.

3.1. Prior to Submission

Respondents may obtain additional information as follows:

- **RFQ/RFP Questions.** Questions about this RFQ/RFP shall be submitted to the email address on the cover of this RFQ/RFP with a subject line that reads: “ECOWORKS Solar RFQ/RFP.” All questions must be received by March 24, 2025, in order to guarantee a response. Questions will be promptly answered via email. Please use the following template when submitting your question:

Subject: ECOWORKS Solar RFQ/RFP

Dear Henrik:

I am writing to ask a question regarding _____ section of the ECOWORKS Solar RFQ/RFP. Could you please clarify _____ for the proposed services outlined in Section _____?

Sincerely,

[Your Name]

[Contact Information]

- **Webinar in lieu of Site Visits.** Given the location of buildings across the ECOWORKS portfolio, an in-person site walk for potential locations is not planned but may be requested based on the availability of the client organizations. A webinar will be held the week of March 17, 2025 to review visual data and site characteristics. Respondents are requested to indicate their interest in attending the webinar with the contact listed above via email. Attendance is not required for a Respondent's proposal to be considered valid, but attendance is encouraged, and questions will be answered during the session.

3.2. Proposal Submittal Date, Format, and Method

Full responses to this RFQ/RFP must be received no later than **April 4, 2025**.

Proposal Submission: INCOMPLETE BID PROPOSALS MAY BE REJECTED. ECOWORKS will not accept submissions or documentation after the bid response due date.

All responses must be submitted electronically in One (1) Single PDF document as an attachment to an email and sent to the email address shown above. The subject line of the email should be: "ECOWORKS Solar RFQ/RFP Response." It is required that attachments with file sizes exceeding 8MB be compressed (i.e., zipped) and/or divided into multiple PDFs and e-mails with individual files labeled Volume I, Volume II, etc. to ensure message delivery. A confirmation of receipt will be provided within one (1) business day. If this receipt is NOT received, please send a separate email to request confirmation or address issues with file delivery.

All official notifications and communications will be made via email.

All costs associated with responding to this RFQ/RFP will be borne by the Respondent.

3.3. Evaluation of Responses

Review of responses submitted to this RFQ/RFP will be managed by Buyer evaluation team. Respondent will be notified by email no later than April 30, 2025, if its response is of interest to Buyer.

Responses will be reviewed based on a variety of factors, including:

- **Organizational Capabilities.** Buyer is interested in Respondents that have strong organizational capabilities and an experienced team to provide innovative solutions and services over the long term.
- **Experience with working with Nonprofits.** Buyer is interested in Respondents who have demonstrated experience working with nonprofit organizations for renewable energy, battery storage, and energy efficiency projects.
- **Solar Project Development Approach.** Buyer is looking for a strategic approach to developing solar projects, with hands-on experience driving results quickly within a phased work plan. The overall quality, reasonableness, and efficiency of development plans for the sites are important to the Buyer.
- **Realized Energy Cost Savings.** Proposed technologies that are the most cost-effective (not necessarily the lowest capital cost) with the greatest potential to reduce long-term operating costs will be given highest priority.

- **Technical Viability and Quality.** Buyer is focused on solar systems and components that have a demonstrated track record of performance with robust warranties; meet the needs and requirements of its facilities; and provide reliable, safe, and high-quality construction methods.
- **Direct Pay Tax Credits for Nonprofits and Contracting Processes.** Buyer is interested in Respondents with a proven track record securing direct pay tax credits for nonprofits and favorable, standardized contract terms with a streamlined contracting process. Buyer is interested in Respondents that provide a detailed financial management plan for funding project implementation that aligns with the reimbursement process outlined above.
- **Additional Community Benefits.** Buyer will consider community and organizational benefits, including workforce development programs, as an optional enhancement to the response.

At the discretion of the evaluation team, respondents responding to this RFQ/RFP may be invited to provide additional information and/or make a presentation to the evaluation committee to further refine their proposals for evaluation.

3.4. RFQ/RFP Terms and Conditions

This RFQ/RFP is not a contract offer and should not be construed as intent, commitment, or promise to acquire products or services presented by any Respondent.

Information received from responses to this RFQ/RFP will be used in the evaluation of potential solar energy project developers. Buyer reserves the right to discontinue or modify the RFQ/RFP process at any time and makes no commitments, implied or otherwise, that this process will result in a business transaction or negotiation with one or more Respondents.

Buyer will not pay for any information herein requested, nor be liable for any costs incurred by Respondent.

Based on Respondent responses, meetings may be scheduled between Respondent and Buyer in person and/or remotely to expedite the review, evaluation, and potential contract discussions.

Exclusive or concurrent negotiations may be conducted with responsible Respondent(s) for the purpose of altering or otherwise changing the conditions, terms, and price of the proposed development agreement.

4. Information to Submit in the Proposal

Respondents interested in this RFQ/RFP should provide proposals with straightforward information that clearly communicates the information requested below.

The proposal shall describe products and/or services being offered by Respondent in order to meet the goals and areas of interest stated in this RFQ/RFP. Each Respondent must clearly demonstrate how its products and/or services meet relevant industry standards and requirements by providing detailed product specification materials and installation methods that are in compliance with federal, state, local, and utility regulations as well as industry best practices.

All Respondent information will only be shared with the Buyer evaluation committee and NOT shared publicly or with other Respondents.

The proposal must have a complete package of information, strictly organized in the format and the order of information described below. Proposals with a different organization may be rejected.

The following information must be submitted in the proposal, or your proposal will be considered incomplete. (See attached E)

COVER PAGE

Each proposal must include a cover page that includes “ECOWORKS Solar RFQ/RFP Proposal”, business name, primary address, contact person, contact information, and table of contents using the section numbers shown below. Certain sections of this RFP contain confidential information belonging to your company. By submitting a proposal, ECOWORKS agrees to treat all such confidential information with the utmost care and not disclose it to any third party without prior written consent, no financial information will be disclosed and must be submitted in a separate sealed envelope delivered to the EcoWorks offices.

SECTION I: Company Background and Qualifications

The respondent is required to provide a summary, not exceeding ten (10) pages, covering background information across the following sections in this RFQ/RFP response.

Organizational:

- Organizational background and experience in providing solar projects in Michigan, and/or DTE utility markets, represented in EcoWorks’ client portfolio.
- Brief bios of the key team members who would work on individual projects and/or broader development agreements executed under this RFQ/RFP and identification of the project manager.

Technical:

- Description of Respondent’s capabilities in providing its products and/or services.
- Description of experience with nonprofit organizations.
- Description of any additional community and/or organizational benefits that may be incorporated with the deployment of solar projects including, but not limited to, local hiring, resident engagement, and/or workforce development.

Financial:

- Three (3) examples of similar projects with references and contact information.
- List and brief description of planned sub-contractors and/or partners, along with description of how Respondent has worked with the sub-contractors and partners in the past.
- Brief description of any bankruptcies or legal proceedings against the Respondent or its planned sub-contractors or partners with relation to solar projects in the past three (3) years.
- Dun & Bradstreet report, audited financial statements, or similar information summarizing the financial standing of Respondent.

SECTION II: Solar PV Project Development Approach

Respondent must describe its overall strategy and approach to being a proactive partner to support deployment of solar PV across candidate sites.

Respondent should include any prior or current experience as a development partner in the non-for-profit sector, along with results achieved.

Respondent should describe the ongoing support, management, and resources that will be provided to ECOWORKS and end-users throughout the development agreement contract period, including any unique value-add services that it wishes to highlight.

This section should be no more than five (3) pages.

SECTION III: Proposed Solar PV System Description

Respondent must include the following information in its response for every required site:

- A detailed technical description of each proposed solar PV and battery energy storage system including basic location diagrams, system designs, and all components.
- Supporting information that includes technical specifications for major equipment components including PV panels and inverters, mounting system, batteries, battery management systems, warranties, and production guarantees.
- Description and specifications of the mounting equipment and installation techniques including how roof warranties will be maintained (for rooftop solar systems) and how any parking- and ground-mounted solar arrays will be maintained with respect to ECOWORKS's property requirements.
- System electricity output schedule on a monthly basis for the first year of system operation and supporting information directly from a recognized software modeling tool (e.g., Helioscope, Aurora, or comparable outputs must be included).
- Projected annual system performance degradation.
- Sample construction and commissioning schedule (can be the same for each of the sites) assuming a contract is signed by May 1, 2025.
- Major inclusions and exclusions in bid.

SECTION IV: Solar PV Cost Proposal

Cost proposals should be made based on estimates using the requirements defined in this RFQ/RFP and must be consistent with the responses in Section III above and the requirements in the Attachments.

Respondent's pricing for a direct purchase shall be all-inclusive of system costs, installation, and monitoring, with annual costs for operations & maintenance. All assumptions and forecasts must be documented and explained covering an estimated 25-year transaction.

Respondents pricing for a direct purchase must also provide two pricing offers: one assuming no project cost reductions are included and one assuming the project is able to secure the maximum cost reduction achievable through the direct pay tax credit for nonprofits.

Respondents must prepare a complete Cost Proposal covering all sites being bid on and submit it with the proposal. Respondents are able to provide a solar PV and battery energy storage system proposal for all Capuchin Soup Kitchen facilities, all SDM2 Project Education facilities, or a proposal for all 5 sites. Respondents providing a proposal to provide phase change materials are required to submit a proposal including all five facilities. Respondents submitting a proposal for heat pump systems for the SDM2 Project Education facilities are required to submit one proposal covering both sites. The Cost proposal shall be provided in Microsoft Excel format. Respondents can indicate the duration over which the proposed costs will be held constant, but that period should not be less than thirty (30) days.

Respondents must also include forecasted savings calculations for the solar PV systems over a 25-year performance period for each of the required sites with documented assumptions, calculations, and forecast methods. Respondents are not required to include estimated impacts on savings from installing battery energy storage systems. Respondent should do so in its own document (i.e., do not use the Attachment D Cost Proposal form for this purpose).

Cost information will only be shared with the Buyer evaluation committee and NOT shared publicly or with other Respondents.

SECTION V: Sample Direct Pay Tax Credit / Project Documentation and Contracts

If Buyer is seeking a direct purchase transaction, a sample contract must be included with warranty information for

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proposed system components and operations and maintenance agreements.

Attachment A: Listing of Sites and Specifications of Measures

Location	Solar PV (kWdc)	Minimum First Year Solar Generation (kWh)	BESS Minimum Capacity (kWh)	Phase Change Materials	Efficiency & Electrification
CSK: Conner Kitchen 4390 Conner St, Detroit, MI 48215	65.4	81,362	30	Yes	N/A
CSK: Meldrum Kitchen 1264 Meldrum St, Detroit, MI 48207	84.1	104,625	30	Yes	N/A
CSK: Service Center 6333 Medbury St, Detroit, MI 48211	149.1	185,442	30	Yes	N/A
SDM2 Project Education and Wellness Kitchen 19470 Lenore Ave, Detroit, MI 48219 19470 Winston St, Detroit, MI 48219	9.2 (total)	11,394	20	Yes, both sites	Yes, both sites

Attachment B:

Solar PV System Minimum Equipment and Construction Requirements

General

- All power generation and transmission equipment must be UL listed for its designed use.
- Construction must comply with current adopted State Building Code, which encompasses:
 - 2015 International Building Code (or most recently adopted)
 - 2014 National Electric Code (NEC) (or most recently adopted)
 - All other relevant state and national codes
- There must be a minimum 25-year warranty for solar panels and 10-year warranty for all materials and workmanship.
- System integrator is responsible for conducting all required building, utility, and rebate inspections, system integrator must complete all construction and documentation in a manner necessary to pass such inspections, and the work must be conducted in accordance with industry standard best practices.
- System integrator must possess current state electric and solar contractor's license from State's Contractors Licensing Board to perform the work being proposed.

Solar PV Modules

- System modules shall be UL1703 listed and CEC-listed.
- System modules must have a 10-year warranty on a minimum of 90% nameplate energy production and 25-year warranty on a minimum of 80% nameplate energy production.
- All warranties must be documented in advance and be fully transferable to Buyer.

Inverters

- Inverters shall be UL1741 listed and must be CEC-listed with an efficiency of 95% or higher.
- Inverters must carry a minimum 10-year warranty.
- All warranties must be documented, in advance and be fully transferable to Buyer.

Balance of System Equipment

- Each proposed PV system shall include, at a minimum, one fused DC disconnect, and one fused AC disconnect for safety and maintenance concerns.
- String combiner boxes must include properly sized fusing, and all metal equipment and components must be bonded and grounded as required by NEC.
- All system wiring and conduit must comply with applicable local code and NEC stipulations.
- Wall penetrations must be sealed in compliance with NEC and National Fire Protection Association (NFPA) regulations.
- All wiring materials and methods must adhere to industry-standard best practices.
- Material requirements:
 - Fasteners and hardware throughout system shall be stainless steel or material of equivalent corrosion resistance.

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- Racking components shall be anodized aluminum, hot-dipped galvanized steel, or material of equivalent corrosion resistance.
- Unprotected steel not to be used in any components.

Interconnection

System interconnection must comply with NEC and Utility regulations and must be approved by the local Utility and the Authority Having Jurisdiction (AHJ)'s Building Department before any PV system construction is begun.

- Interconnection points will be at facility main switchgear locations.
- Emergency back-up generation may exist on-site and must be factored into proposed PV system electrical plans.
- All placards required by Buyer, the AHJ, the Utility, and/or State Solar Initiative program must be provided and installed according to Buyer and NEC guidelines.

Battery Energy Storage Systems - Requirements

- Strong preference for lithium iron phosphate (LiFePO4) battery chemistry
- 10-year warranty

Monitoring and Reporting Systems

- System monitoring and reporting must comply with State solar program requirements and must be provided at no additional cost for a minimum of five (5) years.
- Monitoring shall include revenue-grade metering of PV system production, building energy consumption where applicable, and ambient air temperature sensor.
- Proposals must include Internet hosting of monitoring with on-line access for Buyer personnel and touchscreen kiosk or video monitor for public display of data.
- System integrator must work with the Buyer to determine best location and technique for monitoring communications interconnection.
- System integrator will be responsible for providing all required monitoring communications and power wiring and conduit, with Buyer guidance on approved locations.

System Design and Permitting

- For each site, provide within 90 days of contract being signed, Respondent shall create a construction plan set which includes at a minimum:

Solar PV and Battery Energy Storage System

- Site overview
- Detailed array layout with stringing configuration
- Mounting and racking details
- Details of electrical transmission showing conduit routing and location of electrical enclosures, conduit support details, and enclosure mounting details
- Electrical single-line diagram

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- Electrical three-line diagram
- Monitoring plan
- Battery Storage Location
- Construction project plan with timeline
- Mobilization requirements

Energy Efficiency and Electrification

- Site overview including location of equipment installation
 - Construction project plan with timeline including equipment procurement, permitting processes, and invoicing structure
- All proposed system designs and construction techniques must be approved by the Detroit Building Department.
 - The System shall be designed and installed to interconnect with the DTE utility grid. Contractor will provide all necessary forms and paperwork to assist the owner in securing the relevant rate structure from DTE. The contractor will be required to complete the DTE required interconnection application.
 - Final as-built drawings shall be provided to the Owner at the completion of the project. Contractor shall schedule and conduct maintenance training with Owner's maintenance personnel. Training sessions should include a demonstration of all maintenance and repair procedures that end user personnel would normally perform. Training shall also include how to access real time and cumulative performance data from the PV System, both online and on site.
 - Structural design of structure shall be performed by, or under the direct supervision of, a Licensed Professional Engineer in the State of Michigan, and in accordance with current applicable engineering practices and principles.
 - PV collectors will be mounted on roofs to be installed by the Contractor. Structural design of the structure shall be performed by, or under the direct supervision of, a Licensed Professional Engineer in the State of Michigan, and in accordance with current applicable engineering practices and principles. A structural engineering analysis and stamped approval shall be provided by the contractor, including its mounting to the ground, to guarantee the integrity of the structure to safely hold the collectors and mounting system.
 - A building permit is required for each system and must be obtained through normal permitting processes by Respondent.
 - Respondent shall obtain structural PE stamp verifying the integrity of the existing facility to handle additional weight load of proposed PV system.
 - Respondent shall obtain electrical PE stamp verifying the integrity and code compliance of proposed PV system and interconnection with facility.
 - Roof-mounted array layouts shall be designed to provide minimum of three (3) feet of walking access around the perimeter of the roof and convenient access to existing roof-mounted HVAC equipment in addition to any applicable setbacks for access, safety and smoke ventilation required by the AHJ.
 - Ground-penetrating array layouts shall adhere to all soil and geographical requirements and concerns in terms of ground penetration and trenching.
 - Final array layouts shall be designed to avoid shading from 9am to 3pm annually. If this shading

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requirement cannot be strictly met, Respondent shall specify the predicted solar availability and performance losses.

- Wire loss in DC circuits to be < 1.5%.
- Wire loss in AC circuits to be < 1.5%.

Construction

- Contractor shall prepare, maintain, and abide by Site Safety Plan to include, at a minimum, all applicable Occupational Safety and Health Administration (OSHA) workplace safety and Personal Protective Equipment (PPE) requirements.
- Construction work shall be designed to minimize impact to facility operations. Integrator shall develop a construction plan for site access, staging, and equipment storage and obtain approval from the Buyer prior to beginning construction.
- All asphalt, concrete, landscaping, and other areas that are disturbed during construction shall be remediated and returned to original condition, or equivalent condition as approved by the Buyer.
- After completion of work, site shall be left clean and free of any dirt or debris that may have accumulated during construction. All construction equipment, spoils, and other construction byproducts shall be removed from the site.
- All electrical enclosures and equipment shall be installed to be readily accessible to qualified personnel only. Fences or other protection may be required per Buyer specifications.
- All visible conduits and electrical equipment shall be painted or aesthetically dressed per Buyer specifications.
- Location of existing underground utilities must be marked by USA/Dig Alert or equivalent private service prior to any underground work.

Documentation and Process Control

In addition to construction requirements listed above, system integrator will be required to:

- Apply for and receive interconnection approval from the local Utility for proposed PV systems.
- Obtain Solar rebates and/or Renewable Energy Credits (if applicable).
- Provide Operations & Maintenance training to Buyer staff and prepare press releases and a ribbon-cutting ceremony at Buyer request.
- Provide 20 years of system maintenance (at Buyer's sole discretion, priced separately), with annual reports of system performance and consistent oversight of system monitoring.
 - Respondent shall be required to respond to system downtime within 24 hours of first occurrence of incidence. If corrective action is not immediately feasible, Respondent shall notify Buyer of action plan and timeline for execution.
 - Respondent shall be required to respond to warranty related issues not affecting production within 72 hours of notification.
- Provide As-Built drawings of PV system, which must include finalized module layout and stringing chart.

Attachment C: Contractor Insurance Requirements

Prior to the commencement of any work, the contractor (“Contractor,” which equates to the “Respondent”) shall purchase and maintain insurance as required by law and not less than the following insurance coverage and limits of liability. Aggregate limits may be met through a combination of primary and excess policies.

A. Commercial General Liability:

Combined Bodily Injury and Property Damage Liability:

General Aggregate	\$ 1,000,000	Limit of Liability
Products - Completed Operations Aggregate	\$ 1,000,000	Limit of Liability
Each Occurrence	\$ 500,000	Limit of Liability
Personal Injury	\$ 500,000	Limit of Liability

Umbrella/Excess Liability with minimum Combined Single Limit of \$5,000,000 per occurrence. The following coverages must be included:

- Premises/Operations
- Contingent liability for work performed by Subcontractors/Vendors
- Explosion, Collapse, and Underground
- Broad Form Property Damage (including Completed Operations)
- Personal Injury liability (with contractual exclusion deleted)
- The policy shall state that it is primary and non-contributory with any insurance maintained by Owner, their subsidiaries, directors, officers, employees and agents.
- Contractual liability (including construction contracts)
- The policy shall be endorsed so that the General Aggregate will apply to this Project only. The following

endorsements are required under Contractor’s policy:

- Additional Insureds for Ongoing Operations (Form Contractor 20 33 10/01) and Additional Insureds for Completed Operations (Form Contractor 20 37 10/01) or their equivalent. These endorsements shall cover: The Owner, its subsidiaries, affiliates and their respective trustees, officers, employees and agents.

No exclusions can be attached for construction projects, subsidence, or damages arising out of work performed by subcontractors; furthermore, certificates of insurance must affirmatively state there are no exclusions for these items. Contractor shall maintain Products and Completed Operations Liability Insurance, and the Additional Insured and Primary and Non- contributory coverage as specified in this Article for the state applicable statute of repose after either 90 days following Substantial Completion or final payment, whichever is earlier. Contractor shall continue to provide

evidence of such coverage to Owner (i.e., “Buyer”) on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement.

agreement. **Upon each insurance policy renewal, Contractor shall provide copies of the Additional Insured endorsements to the Owner.**

B. Workers’ Compensation and Employer’s Liability:

Coverage A

Statutory Coverage:	As required by the State in which the project is located.
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Coverage B

Employers Liability Coverage:	\$1,000,000 Each Accident \$1,000,000 Disease, Policy Limit \$1,000,000 Disease, Each Employee
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C. Business Auto Policy

Combined Bodily Injury and Property Damage Liability (Combined Single Limit):	\$1,000,000 Each Accident
Liability Coverage for the following must be included:	Any Automobile OR Owned, Non-Owned <u>and</u> Hired Automobiles

D. Professional Liability:

To be carried by all Contractors and/or Subcontractors providing design or design/build services, such as mechanicals, electrical, third-party construction management, etc. Minimum amount of coverage required is One Million (\$1,000,000) each claim and Two Million (\$2,000,000) annual aggregate which may be written on a claims-made form. If coverage is not renewed after any given policy year, a 3-year extended reporting period must be provided.

E. Property Insurance:

Property insurance for any tools, apparatus, equipment, machinery, scaffolding, hoists, forms, staging, shoring, and other property of Contractor on an “all-risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect’s and contractor’s services and expenses required as a result of such insured loss.

F. Certificates of Insurance:

The Contractor shall furnish original certificates of insurance to show that the insurance specified in this Agreement is in force, stating policy numbers, dates of expiration, limits of liability, coverages, there-under, the name of the Project, and with EcoWorks and its designated affiliates, lenders, investors and other parties of interest, to be listed as additional insured as follows:

Upon notification, the Contractor shall add any other lenders, investors, and other parties of interest as additional insureds to the policies and/or dual obligations to any bond required under the contract.

G. Bonding:

The contractor shall provide 100% Performance and Payment Bond

ADDITIONAL REQUIREMENTS:

1. Notwithstanding anything to the contrary herein or in the General Conditions, all liability insurance policies maintained by Contractor with respect to the Project shall be written on an occurrence basis.
2. All policies are to be written through insurance companies duly entered and authorized to transact that class of insurance in the state in which the project is located. The Insurance Companies must have an A.M. Best rating of A-, VIII, or better in the most recent Best's Key Rating Guide.
3. Approval, disapproval, or failure to act by the Owner regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.
4. Owner shall make no special payments for any insurance that the Contractor may be required to carry; all are included in the contract price and in the contract unit prices.
5. Contractor will provide Owner with copies of Contractor's Site Safety Plan and Site Security Plan.

Attachment D: Selection Criteria

An evaluation committee comprised of EcoWorks personnel and Project Team Members will evaluate all proposals.

Proposals will be evaluated based on the following criteria:

Criterion Value	Scoring Distribution
Qualifications and experience developing, owning, operating, and maintaining solar PV and BESS projects that meet power production specifications over significant terms.	35 points
Project team’s use of local qualified contractors/WBE/MBE/DBE contractors during installation.	20 points
Cost effectiveness of the site-specific projects.	30 points
Project team and organizational approach.	5 points
Technical approach to the site-specific projects.	10 points
Total evaluation	100 points

Attachment E: Federal Provisions

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the State’s terms and conditions, including any attachments, schedules, or exhibits to the State’s Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Equal Employment Opportunity

If this Contract is a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

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

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

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

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

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided

advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

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

the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contracts** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

1. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- (1) Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145,

and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

- (2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

2. Contract Work Hours and Safety Standards Act

If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

- (1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any

other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

3. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal “funding agreement” as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

4. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in

whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

5. Debarment and Suspension

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management \(SAM\)](#), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549 \(51 FR 6370; February 21, 1986\)](#) and 12689 ([54 FR 34131; August 18, 1989](#)), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2

C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

7. Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

(1) Access to Records. The following access to records requirements applies to this contract:

- a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States

(2) Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

(3) DHS Seal, Logo, And Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(4) Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(5) No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any

other party pertaining to any matter resulting from the Contract.”

(6) Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

Exhibit 1 - Byrd Anti-Lobbying Certification

The contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees with the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

ECOWORKS Solar/Battery Storage RFQ/RFP

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

FEDERAL STATE and LOCAL FISCAL RECOVERY FUNDS (SLFRF) PROJECT SPECIFIC REQUIREMENTS

The funding being used for this project is Federal State and Local Fiscal Recovery Funds (SLFRF). As a result, additional provisions apply and are included in this Attachment.

Each primary contracted contractor with the DTMB must register with the Federal System for Award Management (SAM) prior to contract execution. The SAM website is <https://sam.gov/content/home>. The direct hyperlink for SAM.gov registration is <https://sam.gov/content/entity-registration>

As of April 4, 2022, the Federal government will use a Unique Entity Identifier (UEI) created in SAM.gov as the official subrecipient identifier. All primary contracted contractors with the DTMB will be required to maintain an active registration on SAM.gov. To receive payment, all primary contracted vendors need to have a Unique Entity Identifier (UEI) number and have the UEI entered in their SIGMA account. Information on the UEI and sign up can be obtained at: <https://www.gsa.gov/about-us/organization/federal-acquisition-service/office-of-systems-management/integrated-award-environment-iae/iae-systems-information-kit/unique-entity-identifier-update>

§ 200.322 Domestic Preferences for Procurements

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
 - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Contractor is to fill in and provide the following documentation for use in SLFRF reporting prior to Contract Execution for use in the reporting requirements:

Contractor’s UEI _____

Contractor’s Full Legal Name _____

Primary Point-of-Contact Email Address _____

Business Address _____

City Business is located. _____

State Business is located. _____

US Zip Code + 4 digits _____