

845 Brook Street, Rocky Hill, CT 06067
T 860.563.0015
ctgreenbank.com



No experience installing solar photovoltaic (PV) systems is required to become an Eligible Contractor and to participate in the Connecticut Green Bank's Residential Solar Investment Program.

Request for Qualifications for Eligible Contractors and Third-Party PV System Owners

To participate in the

Residential Solar Investment Program

Revised April 24, 2015

Applications are accepted on a rolling submission basis.

Connecticut Green Bank Eligible Contractor and System Owner RFQ

Questions or clarifications about this RFQ should be directed to:

Connecticut Green Bank
ATTN: Residential Solar Investment Program
845 Brook Street
Rocky Hill, CT 06067-3444
860.563.0015
smallsolar@ctgreenbank.com

This document is available at www.ctgreenbank.com/contractors.

Executive Summary

About the Connecticut Green Bank

(Formerly the Clean Energy Finance and Investment Authority (“CEFIA”)):

The Connecticut Green Bank (Green Bank) was established by Connecticut’s General Assembly on July 1, 2011 as a part of Public Act 11-80. The Green Bank’s mission is to lead the green bank movement by accelerating private investment in clean energy deployment within Connecticut and to achieve economic prosperity, job creation and energy security throughout the state. As the nation’s first full-scale green bank, the organization leverages public and private funds to drive investment and scale-up clean energy deployment in Connecticut. For more information about the Connecticut Green Bank, please visit www.ctgreenbank.com.

The Green Bank Green Bank has been charged by the Governor and the Connecticut General Assembly under Public Act 11-80, Section 106, to promote the installation of an additional thirty (30) megawatts (MW) of residential solar PV systems by 2022. Green Bank’s Request for Qualifications for Eligible Contractors and Third-Party System Owners (RFQ) is the only vehicle through which Green Bank will identify and qualify contractors to install PV systems under Green Bank’s Residential Solar Investment Program (RSIP or Residential Program). Green Bank will screen and evaluate every application for Eligible Contractors (Application) and will approve only the contractors meeting this RFQ’s criteria (Eligible Contractors). This RFQ also identifies requirements for Third-Party PV System Owners (System Owners) to qualify for incentives under the RSIP.

No experience installing PV systems is required to become an Eligible Contractor and to participate in the Green Bank’s Residential Program. Approval to participate in the Green Bank’s Residential Program is independent of approval to participate in any other Green Bank program or product offering.

All System Owners are required to use Eligible Contractors to install systems under the Residential Program, or they will not qualify for Performance Based Incentive (PBI) payments. Additionally, homeowners are required to contract with Eligible Contractors in order to qualify for a HOPBI.

The Estimated Performance Based Buy-Down incentives (EPBB) (Rebate) were only available to Homeowners choosing to purchase a PV system from an Eligible Contractor prior to June 6, 2014. To address the inadvertent error of PA 14-134, passed on June 6, 2014, which precludes homeowners claiming an Expected Performance Based Buydown from net-metering, the Green Bank has implemented an incentive for homeowners wishing to purchase solar PV – the Homeowner Performance Based Incentive (HOPBI). The HOPBI is economically equivalent to the former EPBB, but is performance based and allows households to receive net metering credits. Under the HOPBI, homeowners must contract with Eligible Contractors to purchase systems net of the HOPBI, and then assign the HOPBI to Eligible Contractor when eligible to be paid (after 30 days of verified system generation).

Performance Based Incentives (PBI) are only available to System Owners offering third-party ownership. Under the PBI, homeowners will contract with Eligible Contractors and/or Third Party System Owners to lease a solar PV system. The PBI is paid to the System Owner over twenty-four (24) calendar quarters following a passing Green Bank inspection based on actual production at a per-kilowatt-hour rate approved at the time of application. System Owners are expected to build the expected total PBI into the lease or PPA rate to the customer.

Any combination of HOPBI and PBI is not allowed under the Residential Program and no Homeowner purchasing a PV system will be allowed to claim a PBI or receive a PBI. Likewise, no System Owner offering third-party financing will be allowed to claim or receive a HOPBI.

As a quasi-public agency, Connecticut Green Bank will not recommend or endorse one Eligible Contractor or System Owner over another. The Green Bank provides lists of Eligible Contractors and System Owners and commercially non-sensitive Residential Program Data on a weekly or as-needed basis. Consumers will not be offered a recommendation or endorsement by Green Bank staff.

Section 1 – Introduction

1.1. Objectives of this RFQ

To ensure the safe installation of residential PV systems in Connecticut, all Eversource Energy (Eversource) and The United Illuminating Company (UI) ratepayers (Homeowners) and System Owners participating in the Residential Program are required to use an Eligible Contractor to install a PV system. The purpose of this RFQ is to select contractors and identify System Owners who are qualified to participate in the Residential Program. **Eligible Contractors and System Owners are not contractors of the Green Bank.** They will operate as independent entities responsible for all aspects of PV system installation and commissioning.

An Eligible Contractor's primary responsibilities are as follows:

- Provide responsible and accurate sales and marketing information to Homeowners
- Conduct accurate site evaluations, including shading assessments
- Follow all rules of the Residential Program to determine project eligibility, size and cost
- Present complete and accurate Residential Program applications on behalf of the Homeowner
- Obtain all appropriate permits
- Comply with all national, state and local codes and standards
- Install grid-tied PV systems through direct employees or subcontractors
- Complete interconnection applications for UI and Eversource customers
- Collaborate with the Green Bank's third-party inspectors
- Complete system installation and pass all required inspections within a reasonable timeframe, detailed in Section 4 of this RFQ

System Owners are required to work with Eligible Contractors to fulfill the above responsibilities. **Applications will not be approved until all required documents have been submitted to the Green Bank's satisfaction.**

The Application is available at www.ctgreenbank.com/contractors.

1.2. Types of Eligible Contractors

The Green Bank approves two (2) categories of Eligible Contractors to participate in the Residential Program. Contractors with prior experience installing PV systems may receive full Eligible Contractor Status. Provisional Eligible contractors are Eligible Contractors with no prior experience installing PV systems. There is no public distinction made by the Green Bank for Eligible Contractors that maintain Provisional eligibility status. All contractors approved under this RFQ are listed as Eligible Contractors on the Green Bank's web site.

The list of Eligible Contractors can be found at www.gosolarct.com

Eligible Contractors are companies or individuals that design, install, sell and/or service PV systems to Homeowners in UI or Eversource service territories. **Customers in Connecticut Municipal Electrical Energy Cooperative (CMEEC) territories are not eligible to participate in the Residential Program without prior authorization from the Green Bank.** To determine if a Homeowner lives in a CMEEC territory, visit www.cmeec.com.

To qualify as an Eligible Contractor, companies or individuals applying under this RFQ must be qualified by experience and/or specific training in PV system siting, design and electrical

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services. Additionally, Eligible Contractors must meet Connecticut’s occupational and professional licensing requirements, such as a Connecticut E-1 license. At least one permanent employee of the Eligible Contractor must satisfy the Green Bank’s North American Board of Certified Energy Practitioners (NABCEP) training requirement by:

- achieving a passing score on the NABCEP entry level PV exam, or
- holding a full NABCEP certification

For more information on NABCEP certification and training visit NABCEP’s web site at: www.nabcep.org.

Please note that connection to any building’s existing electrical service or utility meter can only be performed by a licensed Connecticut E-1 or E-2.

1.3. How to Qualify as an Eligible Contractor with Full Status

Eligible contractors must have been responsible for the coordination and installation of at least three (3) PV systems (Primary Installs), or must have worked as an apprentice on at least six (6) PV systems (Apprentice Installs). Every two (2) Apprentice Installs are equal to one (1) Primary Install. The following combinations will qualify a contractor as eligible under the Residential Program:

Primary Installs Completed	Plus (+)	Apprentice Installs Completed	Equals (=)	Full Eligible Contractor Status
3		0		
2		2		
1		4		
0		6		

For apprentice electricians graduating from a Connecticut Technical High School, in lieu of one (1) Apprentice Install, the Green Bank will accept a Certificate of Completion verifying the student worked on an E-House training facility. To date the following Connecticut Technical High Schools have implemented E-House programs:

Abbott Technical High School, Danbury
 Bristol Technical Education Center, Bristol
 Bullard-Havens Technical High School, Bridgeport
 Cheney Technical High School, Manchester
 Ellis Technical High School, Danielson
 Goodwin Technical High School, New Britain
 Grasso Technical High School, Groton
 Kaynor Technical High School, Waterbury
 Norwich Technical High School, Norwich

Platt Technical High School, Milford
 Prince Technical High School, Hartford
 Vinal Technical High School, Middletown
 Whitney Technical High School, Hamden
 Wilcox Technical High School, Meriden
 Windham Technical High School, Willimantic
 Wolcott Technical High School, Torrington
 Wright Technical High School, Stamford

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The Green Bank will also accept a letter from the following training facility(s) in lieu of one (1) Apprentice Install. This training facility offers a program of study similar to the Connecticut Technical High School E-House program.

NECA & IBEW Local 90 JATC
2 North Plains Industrial Road
Wallingford, CT 06492

The letter should be on the training facility's letterhead and must include the following:

- Course name
- Training hours completed
- Student's full name
- Name and Signature of course instructor
- Type of equipment work was completed on

1.4. How Provisional Eligible Contractors Obtain Full Eligible Contractor Status

Provisional contractors are Eligible Contractors that do not have prior experience installing PV systems, or have not completed the number of required PV installations in accordance with the chart in Section 1.3.

Provisional contractors with **no prior experience** installing PV systems will become Eligible Contractors once three (3) PV installations pass the required Green Bank inspections.

Provisional contractors with **some prior experience** installing PV systems, but not meeting the chart in Section 1.3., should submit customer references for any Primary and/or Apprentice Installs completed.

The following combinations will qualify a provisional contractor as an Eligible Contractor through participation in the Residential Program:

Primary Installs Completed		Apprentice Installs Completed		Connecticut Green Bank Inspections Required		Provisional Designation Lifted
2	Plus (+)	0-1	Plus (+)	1	Equals (=)	
1		2-3		1		
1		0-1		2		
0		0-1		3		
0		2-3		2		
0		4-5		1		

Section 2 – Application Process

2.1. RFQ Schedule

Applications will be accepted on a rolling basis schedule. For this RFQ, rolling basis means there will be no set end-date; Applications will be accepted from release of this RFQ until the RSIP is closed. Each Eligible Contractor or System Owner will be reviewed annually to ensure continued compliance with this RFQ's standards and procedures and is expected to provide updated documentation annually as requested by the Connecticut Green Bank.

Complete Applications will be processed within four (4) weeks by Green Bank staff. If an Application is missing paperwork it will cause a delay in processing the Application.

2.2. Required Documentation for Eligible Contractors

This section is only applicable to contractors intending to sell systems directly to Homeowners.

All Eligible Contractors must provide the following documentation:

- **Complete Application** – Please see Section 3, Application Format, for detailed information.
- **Financial Capacity** – Provide verifiable evidence of financial solvency and health. Contractors should demonstrate their business has sufficient financial resources to be able to meet the cash flow requirements of the Residential Program. Please submit a bank letter of reference/credit addressed to Connecticut Green Bank on the bank's letterhead, including the following details:
 - Signature of appropriate bank officer
 - Length of time the contractor has been a customer of the bank; and
 - Minimum balance carried

If the financial capacity information is confidential, it must be submitted in a separate PDF, labeled "CONFIDENTIAL" in the title of the document, and clearly marked "CONFIDENTIAL" on each page as it prints in accordance with Section 5.2., Freedom of Information Act and Confidential Material.

- **Resumes** – Provide resumes for key individuals listed in the Application.
- **E-1 License** – Provide a copy of an E-1 license for at least one permanent employee or subcontractor.
- **NABCEP Certificate** – Provide a copy of the NABCEP Entry Level Passing Score Achievement Certificate, or full NABCEP certification for at least one permanent employee of the applicant company. If applicant company uses subcontractors for installation, NABCEP credentials must be submitted for subcontractor(s).
- **Additional Licenses, Education and Training** – Provide copies of any additional licenses, education and training obtained by permanent employees or subcontractors who will be directly involved in the Residential Program.
- **Subcontracting Agreement** – If your company plans on using subcontractors to install PV systems under the Residential Program, submit a copy of the agreement for each

subcontractor. The agreement should be on your company's letterhead, and include the following details:

- Signature of the subcontractor and a representative of your company
- Length of time your company and the subcontractor will be working together
- Subcontractor's primary responsibilities; and
- Any other relevant terms

If your company changes subcontractors after becoming an Eligible Contractor, you must notify the Green Bank in writing within five (5) business days of the change. Your company must also submit an updated subcontracting agreement, and any other applicable documents. The Green Bank reserves the right to request additional information regarding subcontractors.

- **Customer References** – Applicants who have prior experience installing PV systems as an apprentice or primary installer must provide a list of up to six (6) prior PV customers. The Green Bank staff may contact all references provided.
- **Customer Terms** – Provide a complete copy of your standard contract or sales agreement exactly as provided to a customer for consummating the sale of a Residential PV system.

All contracts or sales agreements between Homeowners and contractors participating in the Residential Program **must** reference the incentive as an up-front cost reduction to the Homeowner. **The incentive must always be referred to as “estimated” or “an estimate”** and presented as such to customers.

Each standard contract or sales agreement must be signed by the Eligible Contractor and the Homeowner. All sales agreements will include:

- Description of PV system location, size, specifications and components
 - Estimate of annual energy output
 - Data collection responsibilities
 - Warranty provisions
 - Total PV system cost
 - Estimated Connecticut Green Bank incentive amount
 - Payment schedule
 - Connecticut Green Bank required Terms and Conditions (found in this RFQ and at www.ctgreenbank.com/contractors)
- **Workmanship Warranty** – Provide a copy of your company's workmanship warranty. Contractors participating in the Residential Program must provide a five (5) year workmanship warranty to Homeowners. The warranty must cover all components of the PV system against breakdown or degradation in electrical output of not more than 10% from the original rated electrical output. Additionally, the warranty must cover full costs of labor for repair or replacement of defective PV system components.
 - **General Liability Insurance** – All Eligible Contractors and subcontractors must carry at least one million dollars in general liability insurance in order to participate in the Residential Program. Connecticut Green Bank and the State of Connecticut must be

listed as an additional insured on each Eligible Contractor's general liability insurance policy using the following address:

845 Brook Street
Rocky Hill, CT 06067

2.3. Required Documentation for System Owners

This section is only applicable to entities which intend to provide third-party financing under the Residential Program.

All System Owners must provide the following documentation:

- **Complete Application** – Please see Section 3, Application Format, for detailed information.
- **Financial Capacity** – Provide verifiable evidence of financial solvency and health. System Owners should demonstrate their business has sufficient financial resources to be able to meet the cash flow requirements of the Residential Program. Please submit a bank letter of reference/credit addressed to Connecticut Green Bank on the bank's letterhead, including the following details:
 - Signature of appropriate bank officer
 - Length of time the System Owner has been a customer of the bank; and
 - Minimum balance carried

If the financial information is confidential, it must be submitted in a separate PDF, labeled "CONFIDENTIAL" in the title of the document, and clearly marked "CONFIDENTIAL" on each page as it prints in accordance with Section 5.2., Freedom of Information Act and Confidential Material.

- **Resumes** – Provide resumes for key individuals listed in the Application.
- **Agreements with Eligible Contractors** – System Owners are required to use Eligible Contractors to install PV systems under the Residential Program. Submit a copy of each agreement, which should be on the System Owner's letterhead, and include the following details:
 - Signature of Eligible Contractor and System Owner representative
 - Length of time the System Owner and the Eligible Contractor will be working together
 - Eligible Contractor's primary responsibilities; and
 - Any other relevant terms

If the System Owner changes, drops or adds agreements with Eligible Contractors, the Green Bank must be notified in writing within five (5) business days of the change. The System Owner must also submit an updated agreement, and any other applicable documents. The Green Bank reserves the right to request additional information regarding agreements with Eligible Contractors.

- **Customer Terms** – Provide a copy of the System Owner's standard contract or sales agreement for leases, Energy Services Agreements (ESAs) or Power Purchase

Agreements (PPAs).

Each standard contract or sales agreement must be signed by a representative of the System Owner and the Homeowner. All standard contracts or sales agreements will include:

- Description of PV system location, specifications and components
 - Total system value to be reported to the Green Bank (may be included as cover page or addendum)
 - Estimate of annual energy output
 - Data collection responsibilities
 - Warranty provisions, including energy production and workmanship
 - Customer support services
 - Estimated monthly lease, ESA or PPA payment(s)
- **General Liability Insurance** – All System Owners must carry at least one (1) million dollars in general liability insurance in order to participate in the Residential Program. The Connecticut Green Bank and the State of Connecticut must be listed as an additional insured on each System Owner's general liability insurance policy using the following address:

845 Brook Street
Rocky Hill, CT 06067

2.4. Application Process

The Application process is as follows:

1. Applicant will submit an Application to the Green Bank via email to smallsolar@ctgreenbank.com.
2. Each Application will be evaluated for completeness and consistency with the documentation requirements outlined above. The Green Bank will review the Application and request missing documentation or information, if needed.
3. When a complete Application has been submitted, Green Bank staff will meet internally to review the Application. **Applications can be rejected at the sole discretion of the Green Bank.**
4. A letter notifying the Applicant of the Green Bank's approval or denial of the Application will be sent via email.
5. A PowerClerk user name and password will be generated for the newly Eligible Contractor or System Owner for two (2) employees or as needed. (cefia.powerclerk.com)
6. Newly approved Eligible Contractor or System Owner must attend a one-hour training session with an RSIP representative.

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7. After attending training, the Green Bank will add the Eligible Contractor or System Owner to the Green Bank's Eligible Contractor or System Owner list within ten business days. The list is available online at www.gosolarct.com.
8. Eligible Contractors or System Owners must be listed on the Green Bank's Eligible Contractor or System Owner list before installing PV systems under the Residential Program.

Section 3 – Application Format

This section outlines the content and format requirements for all Applications. The Green Bank will contact the contractor or System Owner to clarify or obtain any information omitted from an Application. All Applications must address the requirements outlined in the following sections of this RFQ.

3.1. Application Delivery

Applications will only be accepted in PDF format (under 10 MB), and must be submitted to smallsolar@ctgreenbank.com.

Applications must be submitted as complete packages. **The Green Bank will reject incomplete Applications.** Confidential material must be in a separate PDF, labeled “CONFIDENTIAL” in the title of the document, and clearly marked “CONFIDENTIAL” on each page as it prints in accordance with Section 5.2., Freedom of Information and Confidential Material.

3.2. Application Format

All Applications must conform to the following format guidelines:

- 12-point font, 1.5-line spacing, standard 8.5 X 11” paper
- No handwritten Applications
- PDF format only

3.3. Application Instructions

All Applications must include a complete set of forms and additional documentation for each contractor or System Owner. Information requested on each of the forms must be completed in detail and cannot refer to other sections of the Application, even if the information is redundant.

This RFQ and Application are available at www.ctgreenbank.com/contractors.

Section 4 – Residential Program Requirements

4.1. PV System Eligibility Criteria

Eligible PV systems will be installed on one (1) to four (4) family owner-occupied primary residence¹ homes in United Illuminating (UI) or Eversource Energy (Eversource) service territories. Investment and multi-family homes do not qualify for incentives under the Residential Program. Mobile homes **are not eligible** for incentives in the Residential Program. Manufactured homes **are only eligible** for Residential Program incentives if the customer or homeowner also owns the land on which the home is affixed to a foundation.

Eligible homes participating in RSIP must have a Home Energy Solutions² or equivalent energy efficiency audit³ performed on their home prior to final EPBB or HOPBI disbursement or initial PBI disbursement. Exemptions are permitted in only the following instances:

- **New Construction:** at minimum, home 1) has been built or will be built to IECC 2009 code, 2) was Energy Star certified in 2005 or later or 3) has a HERS rating of 85 or lower. Contractor or Homeowner must submit to the Green Bank a signed letter from the homebuilder or architect listing the home's (expected) construction date and compliance with IECC 2009 and/or Energy Star or HERS rating certificate where applicable.
- **Gut Rehabilitation:** if home has been or will be completely stripped to its frame and rebuilt, then at minimum, Contractor or Homeowner may follow "New Construction" exception guidelines mentioned above.
- **Health and Safety Concern:** Technician cannot perform energy efficiency audit due to health and/or safety concerns (i.e. mold, asbestos, vermiculite, etc.)

All PV equipment must be new and all systems must be grid-tied. Each qualifying residential address in UI or Eversource territory may be approved for an incentive for up to twenty (20) kW_{PTC} of installed capacity or a PV system. The Residential Program kW_{PTC} size limit is per address, not per Homeowner or meter.

All applicable PV system components must utilize commercially available PV technologies listed on the California Energy Commission (CEC) web site: www.gosolarcalifornia.org/equipment.

All PV systems must comply with applicable federal, state and local law, regulation, code, licensing, permit and inspection requirements, including but not limited to the Connecticut Building Code and the National Electric Code (NEC). All components must be UL listed (or equivalent) where applicable.

Incentives are not available for used equipment or new PV systems that have been partially or completely installed prior to receiving written approval from Green Bank. The Green Bank will consider the expansion of existing PV systems on a case-by-case basis.

¹ Primary residence is defined as the residence in which the owner resides for 183 days in a given calendar year.

² Visit www.energizect.com/hes for more information

³ Access the latest RSIP contractor training materials or contact Green Bank for more information regarding acceptable forms of energy efficiency audit documentation.

4.2. Incentives and Reservations

The Green Bank will determine incentive rates and schedules (Steps) in the Residential Program. The Green Bank will determine installed kW capacity targets, rates and associated timelines for each Step.

Complete incentive applications may be approved for an incentive applicable at the time the complete application was submitted; not when the application was approved by the Green Bank. Applications submitted within the applicable timeline but without a signed sales or installation contract or otherwise deemed incomplete (with the exception of minor clarifications) by the Green Bank will be denied and will receive the then-current incentive level if and when resubmitted as complete. The Green Bank reserves the right to determine what constitutes a complete application.

Eligible Contractors and/or System Owners will be responsible for submitting accurate data to PowerClerk. Incentive applications will not be accepted until all required fields are completed. Eligible Contractors and System Owners will be held responsible for the accuracy of all system information entered into PowerClerk.

The Green Bank will only approve “First 10 kW” tier incentives for PV systems that are estimated to generate up to 100% of the customer’s annual electric demand based on documentation submitted via PowerClerk. If the customer is a new occupant of a residence and does not have at least six (6) months of usage history, the “First 10 kW” tier incentives will be capped based on an estimate of the customer’s future annual usage or 10 kW_{PTC}, whichever is less. Excess capacity over 100% of a customer’s actual or expected annual usage will be provided an incentive at the “Second 10 kW” tier level, if applicable.

4.3. Inspections

To qualify for an incentive, Eligible Contractors, System Owners and Homeowners must allow a representative of the Green Bank to inspect the completed and interconnected PV system. Before installing a PV system, eligible Contractors and System Owners should ensure that Homeowners will allow the Green Bank access. Eligible Contractor, System Owner, and Homeowner will have the right to be present for the Green Bank Field Inspection as safety allows and at the discretion of the inspector. The Green Bank and inspectors will coordinate inspection following Contractor or System Owner’s submission of proof of project completion.

Upon the second instance of a re-inspection at one (1) or more sites, the Eligible Contractor or System Owner will be required to pay the costs of follow-up inspections.

Discrepancies found between PowerClerk incentive applications and inspection reports will be reviewed by the Green Bank. The Green Bank reserves the right to adjust incentive calculations based on inspection report or other submitted documentation. Incentive adjustments made as a result of inspection reports may only decrease the total incentive level; never increase. **Eligible Contractor is responsible for incentive calculation and will therefore be held responsible for any reduction in incentive amount as a result of inspection report or other submitted documentation. Reduction in incentive as a result of Contractor mistake or negligence shall not be passed on to customers.**

See section 4.4, “Project Completion Policy,” for rules pertaining to failed inspection and delayed self-inspection for Eligible Contractors and System Owners.

4.4. Project Completion Policy

To ensure good stewardship of residential solar PV incentive funds, the Green Bank provides a project completion policy. **Approval of new RSIP incentive applications will be suspended (i.e., postponed) by the Green Bank for Eligible Contractors and System Owners who are non-compliant based on any of the following rules:**

- (1) Application Stockpiling
- (2) Project Expiration
- (3) Inspection Failures and Delays

4.4.1 Application Stockpiling

- **Stockpiling Ratio is 70% or higher** - Contractor has 65 or more projects approved or in-progress and 70% or more of those projects have not been installed and energized (i.e., project completion paperwork has not been submitted to the Green Bank to achieve “Project Completion Submitted”, “Second Payment Requested”, “In Inspection” or “Pending Payment” status in PowerClerk). This ratio excludes projects which are in “Failed Inspection”, “PBI In Payment” or “Completed” statuses.
- Solarize projects are excluded from the ratio and suspension will not apply to Solarize projects.
- Contractor must have been an eligible or provisional RSIP contractor for at least one year.
- Contractors with an average completion time (i.e. number of days from “Approval” to “Project Completion” of not more than 176 days are exempt from the Application Stockpiling rule).

4.4.2 Project Expiration

- **Expiration at 270+ days** - Contractor has projects that are expired at 270 or more days, i.e., completion paperwork including utility approval to energize has not been submitted for 270+ days since first approval date.
- **Cancellation at 365+ days** - Projects 365 days or older will have PowerClerk status changed to “Cancelled” and contractor may resubmit for approval at current incentive level. Incentives that were already received for cancelled projects must be returned to the Green Bank within 30 days of cancellation. Failure to do will result in suspension of application approvals.

4.4.3. Inspection Failures and Delays

- **Failed Inspection of 30+ days** - Any projects in “Failed Inspection” status for 30 days or more.
- **Delayed Inspection of 60+ days** - Projects in “Second Payment Requested”, “Project Completion Submitted”, “In Inspection” or other applicable status for 60 days or more due to contractor not beginning or completing self-inspection in a timely manner.

4.4.4 Important Implementation Notices for Project Completion Policy

- Eligible Contractors and System Owners with approval suspension will still be able to submit projects to PowerClerk. However, projects submitted during an approval

suspension period will be considered for approval at the incentive level in effect at the time the suspension is lifted (i.e., contractors under suspension will not be able to “reserve” incentive levels).

- Although progress reports will be provided on specific dates to contractors who are non-compliant with respect to the above rules, these rules are applicable at any point in time and the Green Bank may implement suspensions at any point in time based on non-compliance with these rules.
- Eligible Contractors and System Owners are ultimately responsible for project management including tracking the status of their projects with respect to this policy.
- The Green Bank reserves the right to adjust these rules and give notice to contractors of changes.
- The Green Bank reserves the right to make the final determination on a contractor’s standing with respect to these rules, including decision as to whether a contractor has achieved compliance and whether suspension may be lifted.
- **Extensions:** the Green Bank will consider a written request for an extension of up to 90 days provided on contractor’s letterhead or via email, explaining the reason(s) the extension is needed, the number of days requested and providing a plan and schedule with milestones for achieving compliance. The Green Bank is not obligated to approve extension requests.
- The Green Bank will consider an Eligible Contractor or System Owner’s inability to comply with this Project Completion Policy a violation of Program rules and will be handled pursuant to the application suspension notices provided in this Section 4.4 as well as other possible actions pursuant to Section 4.11 of this RFQ.

4.5. Title to Equipment

Homeowners purchasing PV systems from Eligible Contractors will retain title to the equipment purchased. Contractor is responsible for ensuring all equipment is installed in accordance with manufacturer specifications and warranty provisions when system is placed in service. Contractor will be held responsible for any actions that void equipment warranties due to workmanship. If the PV system is owned by a System Owner receiving a PBI, the title shall remain with the System Owner.

4.6. Payment Disbursement

The following explanations of incentive disbursements are provided as an overview. Further details and refinements may be provided and/or arise and will be communicated via RSIP communications, Eligible Contractor training events, documents provided on the Green Bank contractor portal, and as specified by requested documents and fields in PowerClerk. **All payment request and certification forms are available at www.ctgreenbank.com/contractors.**

4.6.1 EPBB/Rebate Disbursement

Rebates are disbursed to Eligible Contractors in two payments only for projects approved before June 6, 2014 (i.e., as EPBBs) that have yet to reach completion. The first payment is disbursed following delivery of equipment to the installation site or to the Contractor’s place of business. Contractor will submit signed payment request form and detailed packing slips listing equipment delivered. All equipment must remain on-site once delivered.

The second payment is disbursed after the PV system is installed, placed in service, and all inspections have been passed, including Green Bank field inspection. Contractor will submit signed payment request form, utility approval to energize, and performance data provider (PDP) information (e.g., Locus monitoring ID or other monitoring information).

If a PV system is not installed properly or in accordance with the proposed system specifications submitted to the Green Bank by Contractor, the Green Bank reserves the right to withhold or recalculate Rebate payments based on actual installed equipment and actual site conditions. Additionally, the Green Bank may stop approving incentive applications for Eligible Contractors that consistently have problems properly installing PV systems in accordance with the proposed system specifications submitted to the Green Bank upon written notice to Eligible Contractor pursuant to Section 4.11 of this RFQ.

4.6.2 HOPBI Disbursement

The approved HOPBI amount will be disbursed to the Eligible Contractor in one payment following verification of the system reaching a kWh production target calculated based on estimated production for a specific project for the thirty (30) day period starting immediately following utility interconnection approval. HOPBI payment for each project may be issued to the Eligible Contractor once the Green Bank has verified that the PV system has reached its 30 day performance target. HOPBI payment will not be issued until the PV system is installed, placed in service, all inspections have been passed, including the Green Bank Field Inspection, and the performance target has been achieved. Contractor will submit a project completion package which will include a signed incentive payment request form(s), equipment delivery information, utility interconnection approval, and PDP information.

If a PV system is not installed properly or in accordance with the proposed system specifications submitted to the Green Bank by Contractor, the Green Bank reserves the right to withhold or recalculate HOPBI payment based on actual installed equipment and actual site conditions. Additionally, the Green Bank may stop approving HOPBI applications for Eligible Contractors that have problems properly installing PV systems in accordance with the proposed system specifications submitted to the Green Bank upon written notice to Eligible Contractor pursuant to Section 4.11 of this RFQ.

Optional, working capital loans will be available to Eligible Contractors for HOPBI projects and will require signing of a loan agreement between an Eligible Contractor and the Green Bank. Loan payment request forms to draw down on this loan will be provided at www.ctgreenbank.com/contractors. HOPBI loans must be repaid by Eligible Contractor upon receipt of the corresponding HOPBI payment for each project.

4.6.3 PBI Disbursement

PBIs are disbursed to System Owners quarterly over six (6) years based on the actual kilowatt hour (kWh) production of the PV system. No PBI payments will be made until all inspections have been passed and a data monitoring system is operational.

If a PV system is not installed properly or in accordance with the proposed system specifications submitted to the Green Bank by Contractor, the Green Bank reserves the right to withhold or recalculate PBI payments based on actual installed equipment and actual site conditions. Additionally, the Green Bank may stop approving PBI applications for System Owners that consistently have problems properly installing PV system in accordance with the proposed system specifications submitted to the Green Bank upon written notice to System Owner pursuant to Section 4.11 of this RFQ.

4.7. **Changes in the Residential Program**

The Residential Program may be changed by the Green Bank at any time without notice. However, EPBB/Rebate, HOPBI or PBI Applications that have received an incentive reservation or approval letter from the Green Bank will be processed based on the incentive reservation and type at which a project was approved.

4.8. **Eligible Contractor Ownership, Employee, or Business Operation Changes**

All Eligible Contractors and System Owners must notify the Green Bank, in writing, if and when (1) the Eligible Contractor is undergoing a change of ownership/control, (2) terminating or winding down its business operations, or (3) any key employees and/or subcontractors are terminated or otherwise leave the employ of the Eligible Contractor or System Owner. **Failure to notify the Green Bank may result in the Eligible Contractor, System Owner or any principals of the Eligible Contractor or System Owner being barred from further participation in Green Bank programs.** The Green Bank has the discretion to grant or terminate Eligible Contractor, System Owner or any principals of the Eligible Contractor or System Owner eligibility to participate in any Green Bank program pursuant to the process set forth in Section 4.11.

4.9. **Updated Paperwork**

Each Eligible Contractor or System Owner will be reviewed to ensure continued compliance with this RFQ's standards and procedures and is expected to provide the following updated information annually where applicable:

- Company information
- Liability insurance certificate
- NABCEP certificate(s)
- E-1 license(s)
- Subcontracting agreement(s), as applicable
- Agreement(s) with Eligible Contractors, for System Owners as applicable
- State Contractor Affidavits and Certifications

4.10. **Evaluation, Monitoring and Verification (EM&V)**

The Green Bank reserves the right to conduct audits of any Eligible Contractor's or System Owner's track record. The Green Bank will bear the initial cost of any such audit and will not pass the initial cost of an audit onto an Eligible Contractor or System Owner. Eligible Contractors or System Owners are required to work with the Green Bank to resolve any discrepancies identified by the audit, which may include fraudulent incentive activity, misrepresentation of PV system kWh production and/or multiple inspection failures. If discrepancies are discovered, the Green Bank is not responsible for the costs associated with investigating and resolving any such discrepancies (e.g., testing, hardware replacement, installation labor).

4.11. **Eligible Contractor or System Owner Non-Performance, Misconduct, Improper and Illegal Behavior**

The Green Bank can, at its sole discretion, impose a probation, suspension or termination of an Eligible Contractor's or System Owner's eligibility to participate in the Residential Program, and/or may put on hold, suspend or terminate incentive or loan payments at any time if Program requirements are not met, or for misconduct, improper, or illegal behavior in connection with the Program, including but not limited to the following:

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1. Excessive complaints regarding sales and service, including but not limited to:
 - a. Misleading or high-pressure sales tactics
 - b. Intentionally providing false, deceptive or inaccurate information
 - c. Poor customer service
 - d. Poor installation quality
 - e. Billing for equipment not installed or services not rendered
2. Failure to ensure that all applicable employees and/or subcontractors are properly licensed according to Connecticut State law and adhere to the requirements of the Program.
3. Failure to comply with current State and local laws and ordinances pertinent to building, electrical and solar photovoltaic installations, including but not limited to:
 - a. Obtaining proper permits for solar photovoltaic installations
 - b. Following Occupational Safety and Health Administration (OSHA) regulations
 - c. Following National Electric Code (NEC), Connecticut State Building Code(s), municipal building code(s) and ordinance(s).
4. Improper incentive activity, including, but not limited to:
 - a. Failure to return cancelled incentive funds to the Green Bank within a thirty (30) day period
 - b. Failure to pass 100% of Rebate or HOPBI as upfront cost reduction to the Homeowner
 - c. Submission of inaccurate PBI payment requests
5. Misrepresentation of PV system capabilities and benefits in sales or marketing materials to obtain competitive advantage, including, but not limited to:
 - a. Presentation of grossly inaccurate, deceptive, incomplete or misleading solar photovoltaic system production estimates or production amount relative to homeowner electricity usage
 - b. Presentation of grossly inaccurate, deceptive, incomplete or misleading economic and environmental benefits
 - c. Misrepresentation of incentives and credits (i.e. Green Bank incentives, federal ITC, tax liability, etc.)
6. Consistent inspection failures, including, but not limited to:
 - a. Municipal inspections
 - b. Utility inspections
 - c. Green Bank independent field inspections
7. Failure to submit or respond to requests for information, including but not limited to:
 - a. Program documentation or information
 - b. Project documentation or information
 - c. Certificate of insurance
 - d. Certifications and licensing applicable to Program guidelines
 - e. Permits or interconnection applications
8. Failure to meet requirements and standards for other relevant Green Bank programs including, but not limited to:
 - a. Solarize ConnecticutSM
 - b. CT Solar Lease
 - c. CT Solar Loan

- d. Smart-E Loan
 - e. Cozy Home Loan
- 9. Submission of falsified documents or unauthorized signatures to the Program
- 10. Commission of any illegal actions while participating in the Program, or if Contractor is convicted or has a principal who is convicted of a criminal charge that casts the Program in negative light or calls the integrity or workmanship of the Eligible Contractor into question
- 11. Any other Program rule at the Green Bank's sole determination

Eligible Contractors and System Owners may be given reasonable opportunity to correct problems identified by the Green Bank, however, the Green Bank reserves the right to place on probation, suspend or terminate the Eligible Contractor or System Owner from the Program for any violation of Program rules at the Green Bank's sole discretion. Suspended Eligible Contractors or System Owners may reapply to the Program after six (6) months. Suspended Eligible Contractors or System Owners will need to submit a new Application, explain how prior violations were remedied if applicable, and include a plan for preventing future issues.

The Green Bank's process for addressing such matters is as follows:

1. Upon the Green Bank becoming aware of an act or omission as outlined in this Section 4.11, the Green Bank may:
 - a. request a written response to the allegations from Eligible Contractor or System Owner, and
 - b. forward non-performance, misconduct, improper and illegal behavior allegations to the Director of the Legal Division of the Connecticut Department of Consumer Protection.
2. The Green Bank will review Eligible Contractor or System Owner response and request additional information as needed
3. The Green Bank will respond in writing with its findings and with any disciplinary action. Such disciplinary action shall include, but not be limited to:
 - a. Probation
 - b. Suspension from the Program for up to one (1) year
 - c. Termination from the Program
4. If Eligible Contractor or System Owner disagrees with decision made by Green Bank staff, Eligible Contractor or System Owner may appeal the decision within thirty (30) days to the Green Bank Deployment Committee setting forth a written response to the allegations and findings of the Green Bank staff. The Eligible Contractor or System Owner shall have the right to present their appeal at a regularly scheduled Green Bank Deployment Committee meeting. The decision of the Green Bank Deployment Committee shall be the final Green Bank determination on the matter.

Section 5 – Terms and Conditions of RFQ Participation

5.1 CONNECTICUT GREEN BANK (GREEN BANK) TERMS AND CONDITIONS APPLICABLE TO ALL APPLICANTS

The following terms and conditions are AGREED TO BY THE APPLICANT upon acceptance by the Green Bank of this Application between the Eligible Contractor or the System Owner (the Eligible Contractor or System Owner may also be referred to as the “Applicant” for the purposes of Section 5) and the Green Bank.

- 5.1.1 The Applicant will comply with national, state and local codes and standards, obtain all required permits and approvals associated with the PV system installation, complete utility interconnection applications, and collaborate with the Green Bank’s third-party inspectors.
- 5.1.2 **RECs.** The Green Bank shall be entitled to all Renewable Energy Certificates (RECs) and any other tradable energy or environmental-related commodity produced by or associated with the PV system, including but not limited to greenhouse gas credits, emissions credits, tradable carbon credits, and all other types of tradable project-related commodities however named that are presently known or designated or created in the future. This includes RECs generated from systems sized greater than 20 kW_{PTC}.
- 5.1.3 **State Contracting Obligations.** Applicant understands and agrees that the Green Bank will comply with Conn. Gen. Stat. Sections 4a-60 and 4a-60a. Applicant agrees to comply for the Period of Performance with these state contracting obligations.

Conn. Gen. Stat. § 4a-60(a):

“Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or

understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.”

Conn. Gen. Stat. § 4a-60a(a):

“Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.”

Contractor represents and warrants that prior to entering into this Agreement, Contractor has provided the Green Bank with documentation evidencing Contractor's support of the nondiscrimination agreements and warranties of the statutory nondiscrimination sections, above. State Contracting Certifications, Affidavits and Affirmations to be signed by the Contractor are attached to the Application for Eligible Contractors and Third-Party PV System Owners.

- 5.1.4 **Choice of Law/Jurisdiction.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut, without regard to its principles relating to conflicts of law. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CONNECTICUT FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (a) ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT; AND (b) ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.
- 5.1.5 **Indemnity.** Applicant shall indemnify the Green Bank, and its officers, directors, employees, agents, and affiliates against, and defend and hold each of them harmless, from any and all claims or liabilities related to or arising in any manner from this Program.
- 5.1.6 **Limitation of Liability.** The Green Bank shall not be liable to the Applicant for any special, indirect, incidental, consequential, punitive, or exemplary damages of any kind whatsoever, whether based on contract, warranty, tort (including negligence or statutory liability), or otherwise, in connection with this Agreement.
- 5.1.7 **Taxes.** Applicant understands and agrees that the Green Bank is not responsible for applicable taxes associated with this project.
- 5.1.8 **No Commitment; Reserved Rights.** The Residential Program is not an offer. Neither the Residential Program nor any subsequent discussion shall give rise to any commitment on the part of the Green Bank or confer any rights on the Applicant unless and until the Applicant has been approved by the Green Bank. The Green Bank reserves the right to reject any or all Applications; waive defects or irregularities in any Application; enter into discussions with selected contractors or system owners; discontinue discussions with any contractor or system owner at any time and for any reason; correct inaccurate awards; change the timing or sequence of activities related to the Residential Program; modify, suspend or cancel the Residential Program; and condition, modify or otherwise limit awards pursuant to the Residential Program.
- 5.1.9 **Applicant Representations.** By responding to this RFQ, the Applicant shall be deemed to have represented and warranted that:
- (1) The Application is not made in connection with any competing Contractor or System Owner submitting a separate application to this RFQ and is in all respects fair and without collusion or fraud; provided, that this requirement shall not be construed to prohibit any person or entity from being involved in more than one application;
 - (2) no Green Bank Board of Directors member, consultant to the Green Bank or employee of the Green Bank participated directly or indirectly in the Applicant's Application preparation;

- (3) the Applicant has not been convicted of bribery or attempting to bribe a public official or employee of the state, has not been disqualified for contract awards by any agency of the state and is not in default under any contract with an agency of the state;
- (4) the Applicant has not provided any gift or benefit to any state official or employee having direct influence over the evaluation of this Application;
- (5) the Applicant has disclosed all affiliates, partnerships and relationships; and
- (6) the information contained in the Application is true, accurate and complete and includes all information necessary to ensure the statements therein are not misleading.

5.1.10 **Use of Information and Ownership of Work Product.** Except for information falling within a statutory FOIA exemption as described in the section above dealing with the FOIA, the Green Bank is not restricted in its right to use or disclose any or all of the information contained in any Application and can do so without compensation to the Applicant, notwithstanding any language in the Application to the contrary. Except as otherwise expressly provided in an agreement with the Green Bank, all work products developed under a contract awarded as a result of this RFQ shall be the sole property of the Green Bank.

5.1.11 **Publicity.** Applicant shall collaborate with the Green Bank to prepare any press release and to plan for any news conference concerning PV systems installed in this program or any Green Bank program information, and shall allow for the Green Bank use of photographs taken of PV systems installed in this program. In addition, Applicants shall notify the Green Bank regarding any media interview in which PV systems installed in this program or any Green Bank program information are referred to or discussed.

Commercial promotional materials, advertisements, and informational brochures produced by the Applicant shall credit the Green Bank and shall be submitted to the Green Bank for review and recommendations to improve their effectiveness prior to use. The wording of such credit can be approved in advance by the Green Bank, and, after initial approval, such credit may be used in subsequent promotional materials or advertisements without additional approvals for the credit. Such approvals shall not be unreasonably withheld, and in the event that notice of approval or disapproval is not received by the Applicants within thirty (30) days after receipt of request for approval, the promotional materials or advertisement shall be considered approved. If the Green Bank and the Applicant do not agree on the wording of such credit in connection with such materials, the Applicant may use such materials, but agrees not to include such credit.

5.1.12 **Release by the Applicant.** The acceptance by the Applicant of the incentive payment for a project shall release the Green Bank from all claims and liability the Applicant might otherwise have.

5.1.13 **FREEDOM OF INFORMATION ACT AND CONFIDENTIAL MATERIAL.** Connecticut Green Bank (Green Bank) is a public agency for purposes of the Connecticut Freedom of Information Act. This Application and any files or documents associated with the Application, including e-mails or other electronic files, will be considered a public record and will be subject to disclosure under FOIA. Under C.G.S. §1-210(b) and §16-245n(D), FOIA includes exemptions for, among other things, trade secrets and commercial or financial information given in confidence. Only the particular information falling within a statutory exemption can be withheld by the Green Bank.

Further, Applicant should be aware:

(i) The Green Bank has no obligation to notify any Applicant of any FOIA request received by the Green Bank, although it may make an effort to do so;

(ii) The Green Bank may disclose materials claimed to be exempt if in its judgment such materials do not appear to fall within a statutory exemption;

(iii) Connecticut Green Bank may in its discretion notify Applicant of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed, but the Green Bank has no obligation to initiate, prosecute or defend any legal proceeding or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to an FOIA request;

(iv) Applicant will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding; and

(v) In no event shall the Green Bank or any of its officers, directors or employees have any liability for the disclosure of documents or information in the Green Bank's possession where the Green Bank, or such officer, director or employee in good faith believes the disclosure to be required under FOIA or other law.

5.2 PERFORMANCE BASED INCENTIVE (PBI) SPECIFIC TERMS AND CONDITIONS

The following additional terms and conditions are AGREED TO BY THE System Owner upon acceptance by The Green Bank of this Application.

5.2.1 The Eligible Third-Party PV System Owner (System Owner) agrees to and will incorporate the following italicized terms into each agreement between the Homeowner and the System Owner.

- Neither the Connecticut Green Bank (Green Bank) nor the State of Connecticut: (1) endorses the workmanship of any Contractor; nor (2) guarantees, warranties, or in any way represents or assumes liability for any work proposed or carried out by a Contractor. Additionally, the Green Bank is not responsible for assuring the design, engineering, and construction of any PV system is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements, or industry standards. The Green Bank does not make any representations of any kind regarding the results to be achieved by the system or the adequacy or safety of such measures.
- Contractor and Homeowner shall ensure and submit confirmation that a Home Energy Solutions or equivalent energy efficiency auditor has audited the location of the PV installation prior to HOPBI disbursement.
- No PV system receiving a PBI shall be removed from the State of Connecticut for the useful life of the PV system.

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- The Green Bank shall be entitled to all Renewable Energy Certificates (RECs) and any other tradable energy or environmental-related commodity produced by or associated with the PV system, including but not limited to greenhouse gas credits, emissions credits, tradable carbon credits, and all other types of tradable project-related commodities however named that are presently known or designated or created in the future.
- System Owner and Homeowner agree to install a revenue-grade meter and an approved web-based monitoring system on PV system and maintain working connection with the Green Bank's monitoring platform for the useful life of the PV system.
- System Owner and Homeowner agree that the Green Bank shall have access to all data generated from the revenue-grade meter and monitoring system, either directly from the monitoring system or an Application-Programming Interface (API), for the useful life of the PV system. System Owner and Homeowner hereby authorize the Green Bank to access such data without their or any monitoring system vendor's prior authorization or approval.
- System Owner and Homeowner acknowledge that the Green Bank maintains the right to inspect all residential PV systems prior to disbursement of PBI payment. Homeowner should make reasonable effort to coordinate with the Green Bank's Solar PV Inspector to allow inspection to take place.
- System Owner and Homeowner acknowledge that the Green Bank is a public agency for purposes of the Connecticut Freedom of Information Act (FOIA). Any material submitted to the Green Bank will be considered a public record and will be subject to disclosure under FOIA. Under Connecticut General Statute §1-210(b) and § 16-245n(d), FOIA includes exemptions for trade secret and commercial or financial information given in confidence. Only the particular information falling within a statutory exemption can be withheld by the Green Bank. In no event shall the Green Bank or any of its officers, directors or employees have any liability for the disclosure of documents or information in the Green Bank's possession where the Green Bank, or such officer, director or employee in good faith believes the disclosure to be required under FOIA or other law.
- In consideration for your participation in the Residential Solar Photovoltaic Investment Program ("Program"), Homeowner does hereby disclaim, release and forever discharge the Green Bank, and its officers, board, and employees jointly and severally from any and all actions, causes of actions, claims and demands for, upon, or by reason of any damage, loss, or injury, which hereafter may be sustained by Homeowner for participating in the Program.

5.2.2 This Agreement shall remain in effect for six (6) years from the Green Bank's acceptance of this Application. Either Party ("Non-Breaching Party") may terminate this Agreement upon written notice to the other Party ("Breaching Party") given after the occurrence of any one of the following events:

- A. Any warranty or representation by such Breaching Party proves incorrect in any material respect, and if curable, such misrepresentation continues unremedied for thirty (30) days after written notice from such Non-Breaching Party to the Breaching Party; or

- B. Such Breaching Party defaults in the due observance of any of the covenants or obligations of such Breaching Party set forth in this Agreement, and if curable, such default continues unremedied for thirty (30) days after written notice from such Non-Breaching Party to such Breaching Party.

5.2.3 System Owners may post only the following information about this RFQ, on its web site:

The Connecticut Green Bank (Green Bank) provides incentives for the installation of grid-connected solar photovoltaic (PV) systems. Incentives are only available for PV systems installed by the Green Bank's Eligible Contractors and Third-Party PV System Owners. *(Insert company name)* is authorized to apply for incentives for PV systems on Connecticut homes located in Eversource or The United Illuminating Company territories.

5.3 EXPECTED PERFORMANCE BASED BUYDOWN (EPBB) SPECIFIC TERMS AND CONDITIONS

The following additional terms and conditions are AGREED TO BY THE Eligible Contractor upon acceptance by the Green Bank of this Application.

- 5.3.1 The Eligible Contractor agrees to and will incorporate the following terms into each agreement between the Homeowner and the Eligible Contractor where an EPBB is requested:
- Neither the Connecticut Green Bank (Green Bank) nor the State of Connecticut: (1) endorses the workmanship of any Contractor; nor (2) guarantees, warranties, or in any way represents or assumes liability for any work proposed or carried out by a Contractor. Additionally, the Green Bank is not responsible for assuring the design, engineering, and construction of any PV system is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements, or industry standards. CEFIA does not make any representations of any kind regarding the results to be achieved by the system or the adequacy or safety of such measures.
 - The Contractor shall pass on to the Homeowner 100% of the Green Bank Expected Performance Based Buydown (EPBB) as an up-front reduction in the total price of the solar photovoltaic (PV) system.
 - Contractor and Homeowner shall ensure and submit confirmation that a Home Energy Solutions or equivalent energy efficiency auditor has audited the location of the PV installation prior to EPBB disbursement.
 - No PV system receiving an EPBB shall be removed from the State of Connecticut for the useful life of the PV system.
 - The Green Bank shall be entitled to all Renewable Energy Certificates (RECs) and any other tradable energy or environmental-related commodity produced by or associated with the PV system, including but not limited to greenhouse gas credits, emissions credits, tradable carbon credits, and all other types of tradable project-related commodities however named that are presently known or designated or created in the future.

- Contractor and Homeowner agree to install a revenue-grade meter and an approved web-based monitoring system on PV system and maintain working connection with the Green Bank's monitoring platform for the useful life of the PV system.
- Contractor and Homeowner agree that the Green Bank shall have access to all data generated from the revenue-grade meter and monitoring system, either directly from the monitoring system or an Application-Programming Interface (API), for the useful life of the PV system. Contractor and Homeowner hereby authorize the Green Bank to access such data without their or any monitoring system vendor's prior authorization or approval.
- Contractor and Homeowner acknowledge that the Green Bank maintains the right to inspect all residential PV systems prior to disbursement of EPBB payment. Homeowner should make reasonable effort to coordinate with the Green Bank's Solar PV Inspector to allow inspection to take place.
- Contractor and Homeowner acknowledge that the Green Bank is a public agency for purposes of the Connecticut Freedom of Information Act (FOIA). Any material submitted to the Green Bank will be considered a public record and will be subject to disclosure under FOIA. Under Connecticut General Statute §1-210(b) and § 16-245n(d), FOIA includes exemptions for trade secret and commercial or financial information given in confidence. Only the particular information falling within a statutory exemption can be withheld by the Green Bank. In no event shall the Green Bank or any of its officers, directors or employees have any liability for the disclosure of documents or information in the Green Bank's possession where the Green Bank, or such officer, director or employee in good faith believes the disclosure to be required under FOIA or other law.

In consideration for your participation in the Residential Solar Photovoltaic Investment Program ("Program"), Homeowner does hereby disclaim, release and forever discharge the Green Bank, and its officers, board, and employees jointly and severally from any and all actions, causes of actions, claims and demands for, upon, or by reason of any damage, loss, or injury, which hereafter may be sustained by Homeowner for participating in the Program.

5.3.2 Eligible Contractors may post only the following information about this RFQ, on its web site:

The Connecticut Green Bank (Green Bank) provides incentives for the installation of grid-connected solar photovoltaic (PV) systems. Incentives are only available for PV systems installed by the Green Bank's Eligible Contractors and Third-Party PV System Owners. *(Insert company name)* is authorized to apply for incentives for PV systems on Connecticut homes located in Eversource or The United Illuminating Company territories.

5.4 HOMEOWNER PERFORMANCE BASED INCENTIVE (HOPBI) SPECIFIC TERMS AND CONDITIONS

- 5.4.1 The Eligible Contractor agrees to and will incorporate the following italicized terms into each agreement between the Homeowner and the Eligible Contractor where a HOPBI is requested:
- Neither the Connecticut Green Bank (Green Bank) nor the State of Connecticut: (1) endorses the workmanship of any Contractor; nor (2) guarantees, warranties, or in any way represents or assumes liability for any work proposed or carried out by a Contractor. Additionally, the Green Bank is not responsible for assuring the design, engineering, and construction of any PV system is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements, or industry standards. CEFIA does not make any representations of any kind regarding the results to be achieved by the system or the adequacy or safety of such measures.
 - The Contractor shall pass on to the Homeowner 100% of the Green Bank Homeowner Performance Based Incentive (HOPBI) as an up-front reduction in the total price of the solar photovoltaic (PV) system.
 - Contractor and Homeowner shall ensure and submit confirmation that a Home Energy Solutions or equivalent energy efficiency auditor has audited the location of the PV installation prior to HOPBI disbursement.
 - No PV system receiving an HOPBI shall be removed from the State of Connecticut for the useful life of the PV system.
 - The Green Bank shall be entitled to all Renewable Energy Certificates (RECs) and any other tradable energy or environmental-related commodity produced by or associated with the PV system, including but not limited to greenhouse gas credits, emissions credits, tradable carbon credits, and all other types of tradable project-related commodities however named that are presently known or designated or created in the future.
 - Contractor and Homeowner agree to install a revenue-grade meter and an approved web-based monitoring system on PV system and maintain working connection with the Green Bank's monitoring platform for the useful life of the PV system.
 - Contractor and Homeowner agree that the Green Bank shall have access to all data generated from the revenue-grade meter and monitoring system, either directly from the monitoring system or an Application-Programming Interface (API), for the useful life of the PV system. Contractor and Homeowner hereby authorize the Green Bank to access such data without their or any monitoring system vendor's prior authorization or approval.
 - Contractor and Homeowner acknowledge that the Green Bank maintains the right to inspect all residential PV systems prior to disbursement of HOPBI payment. Homeowner should make reasonable effort to coordinate with the Green Bank's Solar PV Inspector to allow inspection to take place.
 - Contractor and Homeowner acknowledge that the Green Bank is a public agency for purposes of the Connecticut Freedom of Information Act (FOIA). Any material submitted to the Green Bank will be considered a public record and will be subject to disclosure

under FOIA. Under Connecticut General Statute §1-210(b) and § 16-245n(d), FOIA includes exemptions for trade secret and commercial or financial information given in confidence. Only the particular information falling within a statutory exemption can be withheld by the Green Bank. In no event shall the Green Bank or any of its officers, directors or employees have any liability for the disclosure of documents or information in the Green Bank's possession where the Green Bank, or such officer, director or employee in good faith believes the disclosure to be required under FOIA or other law.

- In consideration for your participation in the Residential Solar Photovoltaic Investment Program ("Program"), Homeowner does hereby disclaim, release and forever discharge the Green Bank, and its officers, board, and employees jointly and severally from any and all actions, causes of actions, claims and demands for, upon, or by reason of any damage, loss, or injury, which hereafter may be sustained by Homeowner for participating in the Program

5.4.2 Eligible Contractors may post only the following information about this RFQ, on its web site:

The Connecticut Green Bank (Green Bank) provides incentives for the installation of grid-connected solar photovoltaic (PV) systems. Incentives are only available for PV systems installed by the Green Bank's Eligible Contractors and Third-Party PV System Owners. (*Insert company name*) is authorized to apply for incentives for PV systems on Connecticut homes located in Eversource or The United Illuminating Company territories.

Questions about the Green Bank's Residential Solar Investment Program should be directed to:

**Connecticut Green Bank
Residential Solar Investment Program**
845 Brook Street
Rocky Hill, CT 06067-3444
860.563.0015
smallsolar@ctgreenbank.com
www.ctgreenbank.com
www.gosolarct.com