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Request for Qualifications and Program Guidelines

for Eligible Contractors
and Third-Party Photovoltaic (PV) System Owners
to participate in the

Residential Solar Investment Program

Revised November 1, 2016

Applications are accepted on a rolling submission basis.

Residential Solar Investment Program RFQ and Program Guidelines

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 resources.ctgreenbank.com/contractors and at cgb.powerclerk.com.

Executive Summary

About the Connecticut Green Bank:

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 has been charged by the Governor and the Connecticut General Assembly under Public Act 15-194 to promote the installation of not more than three-hundred (300) megawatts (MW) of residential solar PV systems on or before December 31, 2022. The Green Bank's Request for Qualifications (RFQ) for Eligible Contractors (Contractors) and Third-Party PV System Owners (System Owners) is the only vehicle through which Green Bank will identify and qualify Contractors and System Owners to install and/or own PV systems under the Green Bank's Residential Solar Investment Program (RSIP). The Green Bank will screen and evaluate every application (Application) and will approve only the Contractors and System Owners meeting this RFQ's criteria.

Approval to participate in the Green Bank's RSIP 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 RSIP, or they will not qualify for RSIP payments. System Owners may apply as both an Eligible Contractor and System Owner. Additionally, homeowners are required to work with Eligible Contractors in order to qualify for incentives described in this RFQ.

Expected Performance Based Buy-Down incentives (EPBB or Rebate) are only available to Homeowners choosing to purchase a PV system from an Eligible Contractor. The Eligible Contractor must present the EPBB as an upfront cost reduction to the customer. The Green Bank will issue the EPBB payment directly to the Eligible Contractor on behalf of the homeowner at completion of the installation and upon Green Bank verification of submitted completion documents.

Performance Based Incentives (PBI) are only available to System Owners under a third-party financing structure (i.e. lease or power purchase agreement (PPA)). Under the PBI, homeowners will contract with Eligible Contractors and/or Third Party System Owners to provide a solar PV system. The PBI is paid to the System Owner over twenty-four (24) calendar quarters following a passing Green Bank inspection and is based on actual production at a per-kilowatt-hour rate specified at the time of RSIP project/incentive approval. System Owners are expected to build the expected total PBI into the lease or PPA rate to the customer.

EPBB and PBI payments cannot be combined for a single project under the RSIP 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 an EPBB for the same project.

As a quasi-public agency, Connecticut Green Bank and its staff will not recommend one Eligible Contractor or System Owner over another. The Green Bank provides lists of Eligible Contractors and System Owners and RSIP data on public web sites.

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 RSIP are required to use an Eligible Contractor to install a PV system. **Eligible Contractors and System Owners are not employees or independent contractors of the Green Bank.** They operate as independent entities responsible for all aspects of PV system installation and commissioning.

Eligible Contractors' and System Owners' primary responsibilities are as follows:

- Provide responsible, accurate and transparent sales and marketing information to Homeowners
- Conduct accurate site evaluations, including shading assessments
- Follow all rules of the RSIP to determine project eligibility, size, cost and estimated incentive
- Submit complete and accurate RSIP applications on behalf of the Homeowner via PowerClerk¹
- Comply with current RSIP program processes for submission of incentive applications, inspection reports and project completion documents, as outlined in separate Process Guides provided by the Green Bank at resources.greenbank.com/contractors and cgb.powerclerk.com
- Obtain all appropriate permits and approvals
- Maintain all required insurance, licenses and certifications described in this RFQ and as required by law
- Comply with all national, state and local codes and standards, rules and regulations
- Coordinate installation of grid-tied PV systems through direct employees or subcontractors
- Complete interconnection applications for UI and Eversource customers and obtain interconnection approval before energizing projects
- Collaborate with the Green Bank's third-party inspectors
- Complete system installation and pass all required inspections within a reasonable timeframe, described in this RFQ
- Honor a required five-year workmanship warranty described in this RFQ

System Owners are required to work with Eligible Contractors to fulfill the above responsibilities. System Owners and Eligible Contractors will be held directly accountable for work performed by all of their staff as well as subcontractors. **Applications will not be approved until all required documents have been submitted to the Green Bank's satisfaction.**

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

1.2. Types of Eligible Contractors

The Green Bank approves two (2) categories of Eligible Contractors to participate in the RSIP. Contractors with prior experience installing PV systems may receive full Eligible Contractor Status. Provisional Eligible contractors are Eligible Contractors with relevant training but 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 www.gosolarct.com.

¹ PowerClerk® is an online incentive application tool developed by Clean Power Research and used by the Connecticut Green Bank to administer the Residential Solar Investment Program. Visit cleanpowerresearch.com/PowerClerk and cgb.powerclerk.com for more information.

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Eligible Contractors 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 RSIP 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 services. Additionally, Eligible Contractors must meet Connecticut's occupational and professional licensing requirements, such as Connecticut E-1, PV-1, and/or HIC licenses as appropriate. See section 2.2 of this RFQ for additional information on licensing. 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 (Installation Professional or Technical Sales). 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 electrical service or utility meter can only be performed by a licensed Connecticut E-1.

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 RSIP:

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 or that the student worked on an actual customer's PV system as part of the school's participation as an RSIP Eligible Contractor; at most two (2) Apprentice installs in total may be obtained through student participation.

To date, the following Connecticut Technical High Schools have implemented E-House programs:

- | | |
|--|--|
| Abbott Technical High School, <i>Danbury</i>
Bristol Technical Education Center, <i>Bristol</i>
Bullard-Havens Technical High School, <i>Bridgeport</i>
Cheney Technical High School, <i>Manchester</i>
Ellis Technical High School, <i>Danielson</i>
Goodwin Technical High School, <i>New Britain</i>
Grasso Technical High School, <i>Groton</i>
Kaynor Technical High School, <i>Waterbury</i>
Norwich Technical High School, <i>Norwich</i> | Platt Technical High School, <i>Milford</i>
Prince Technical High School, <i>Hartford</i>
Vinal Technical High School, <i>Middletown</i>
Whitney Technical High School, <i>Hamden</i>
Wilcox Technical High School, <i>Meriden</i>
Windham Technical High School, <i>Willimantic</i>
Wolcott Technical High School, <i>Torrington</i>
Wright Technical High School, <i>Stamford</i> |
|--|--|

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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 course name, training hours completed, student’s full name, name and signature of course instructor, relevant work completed and 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 RSIP:

Primary Installs Completed	Plus (+)	Apprentice Installs Completed	Plus (+)	Connecticut Green Bank Inspections Required	Equals (=)	Provisional Designation Lifted
2		0-1		1		
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 or as-needed to ensure continued compliance with this RFQ's standards and procedures and is expected to provide updated documentation annually and/or 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 information or documentation, 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 or install for a System Owner. See subsequent section for required documentation for System Owners.

All Eligible Contractors must provide the following documentation:

1. **Complete Application – Please see Section 3, Application Format, for detailed information.**
2. **Bank Reference Letter** – 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 managing multiple projects in the RSIP. 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.

3. **Resumes** – Provide resumes for key individuals listed in the Application.

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4. **E-1, PV-1 or HIC License(s)** – Provide a copy of the HIC and/or E-1 and/or PV-1 license(s) under which the Company is registered. Please follow the guidance in the chart below to determine which license(s) must be submitted. **Note:** all salespersons for HIC companies must be registered as Home Improvement Salespersons (HIS). The Green Bank does not require submission of HIS licenses for individual salespersons, but may request them at any time.

	Company Sells ¹ Solar Only		Company Sells ¹ Solar + Electrical Only		Company Sells ¹ Solar + Other Measures ²
	E-1 or PV-1	HIC	E-1	HIC	HIC
Company License	E-1 or PV-1	HIC	E-1	HIC	HIC
Salesperson License³	--	HIS	--	HIS	HIS
Grid Interconnection Electrician’s License (Subcontractor or Direct Employee)	E-1		E-1		E-1

¹ Applies to companies who directly install or subcontract installation work.

² Other measures include any related or unrelated work outside of the scope of the professional or occupational license by which the company is registered with the State of Connecticut Department of Consumer Protection, including, but not limited to, roofing, HVAC, insulation, etc.

³ An owner or principal of an HIC company may conduct sales without an HIS license.

Solicitors’ Permit(s) – “Vendor”, “Peddler” or “Solicitor” permits may be required by certain Connecticut municipalities for canvassing and door-to-door sales or lead generation. Check with the municipalities in which you are doing business. The Green Bank does not require submission of these permits, but may request them at any time.

5. **NABCEP Certificate(s)** – Provide a copy of a NABCEP Entry Level Passing Score Achievement Certificate, NABCEP PV Technical Sales or NABCEP PV Installation Professional certification for at least one permanent employee of the applicant company.
6. **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 RSIP.
7. **Subcontracting Agreement(s)** – If your company plans on using subcontractors to install PV systems under the RSIP, 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.

8. **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 and associated contact information. The Green Bank staff may contact all references provided.

9. **Sales Contract and Terms²** – 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. If this contract changes, an updated contract must be promptly provided to the Green Bank and consistent with this RFQ.

All sales contracts between Homeowners and Contractors participating in the RSIP and requesting an EPBB incentive **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 reflected as such to customers in payment schedules.

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

- Company License **on first page** (E-1, PV-1 or HIC)
- Home Improvement Salesperson (HIS) License **on first page** (only applies if company is an HIC and salesperson is not the HIC owner/principal)
- Description of PV system location, size, specifications and components
- Estimate of annual energy output
- Data monitoring and collection responsibilities
- Warranty provisions
- Total PV system cost, estimated Connecticut Green Bank incentive amount, and net customer cost
- Payment schedule
- Notice of cancellation
- Current Connecticut Green Bank required Terms and Conditions (found in this RFQ and at cgb.powerclerk.com)

10. **Workmanship Warranty** – Provide a copy of your company’s workmanship warranty. Contractors participating in the RSIP 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 more than 10% from the original rated electrical output. Additionally, the warranty must cover full costs of labor for repair or replacement of any defective PV system components.

11. **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 RSIP. 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:

Connecticut Green Bank
845 Brook Street
Rocky Hill, CT 06067

² This is not an exhaustive list of requirements to comply with State of Connecticut Home Improvement Contracting laws. Contact the Connecticut Department of Consumer Protection for more information.

2.3. Required Documentation for System Owners

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

All System Owners must provide the following documentation:

1. **Complete Application** – Please see Section 3, Application Format, for detailed information.
2. **Bank Reference Letter** – 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 RSIP. 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.

3. **Resumes** – Provide resumes for key individuals listed in the Application.
4. **Agreement(s) with Eligible Contractor(s)** – System Owners are required to use Eligible Contractors to install PV systems under the RSIP or become an Eligible Contractor. Submit a copy of each agreement, if applicable, which should be on the System Owner's letterhead, and include the following details:
 - Signature of System Owner and Eligible Contractor representatives
 - 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. System Owners may also apply as Eligible Contractors to coordinate or subcontract their own installations.

5. **Lease / PPA Contract and Terms³** – Provide a copy of the System Owner's standard contract or sales agreement for Solar Leases, or Power Purchase Agreements (PPAs).

Each sales contract must be signed by a representative of the System Owner, Homeowner, and, if applicable, the Contractor (if different from the System Owner). All solar lease and PPA agreements must comply with the following standards at a minimum:

³ This is not an exhaustive list of requirements to comply with State of Connecticut Home Improvement Contracting laws. Contact the Connecticut Department of Consumer Protection for more information.

A) Solar Lease

- a. Company License on first page (E-1, PV-1 and/or HIC)
- b. Home Improvement Salesperson License on first page (if company is an HIC and salesperson is not the HIC owner/principal)
- c. Monthly price, applicable escalator, down payment, payment schedule and lease term must be clearly listed
- d. Estimated first year production must be included
- e. Performance guarantee, transferability/buyout, and warranty terms must be included, if applicable
- f. System size must be included, though it may be estimated
- g. Equipment make and model must be provided (may be listed as an estimate, such as a list of equipment that may be used, or specified equipment or its equivalent⁴)
- h. If equipment is subject to change within a given tolerance, the lease agreement must clearly state so
- i. The agreement must clearly state what changes the customer will or will not be informed of and what changes will require customer signature
- j. Lease provider must inform customer of final system design and equipment in writing prior to installation. Customer signature is not necessary unless changes are made to one or more of the following:
 - Monthly price, escalator, down payment, payment schedule, or lease term
 - Estimated first year production change greater than 5%⁵.
 - Any other substantive elements specified explicitly in the contract.
- k. Current Connecticut Green Bank required Terms and Conditions (found in this RFQ and at cgb.powerclerk.com)
- l. Notice of cancellation
- m. Final system design and equipment notification⁶ should be submitted with Completion documents in PowerClerk, attached to the original Packing Slip. (Revised site plan, electrical drawing and shading may also be uploaded at completion).

B) Solar Power Purchase Agreement (PPA)

- a. Company License(s) on first page (E-1, PV-1 and/or HIC)
- b. Home Improvement Salesperson License on first page (if company is an HIC and salesperson is not the HIC owner/principal)
- c. kWh price, applicable escalator, down payment, payment schedules and PPA term must be clearly listed
- d. Estimated first year production must be included
- e. Performance guarantee, transferability/buyout, and warranty terms must be included, if applicable

⁴ "Equivalent" equipment is of equal or greater nominal wattage ratings and of comparable efficiency and aesthetics.

⁵ Unless a different production change threshold is specified in the contract

⁶ Because the Green Bank allows for estimated equipment to be specified at incentive application, documentation must be submitted at completion showing that the customer was given notice of the final system design and equipment specifications prior to installation.

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- f. Optionally, agreement may list system size and equipment (may be listed as estimate, such as a list of equipment that may be used, or specified equipment or its equivalent⁷)
 - g. If equipment is subject to change within a given tolerance, the lease agreement must clearly state so
 - h. The agreement must clearly state what changes the customer will or will not be informed of and what changes will require customer signature
 - i. PPA provider must inform customer of final system design and equipment in writing prior to installation, Customer signature is not necessary unless changes are made to one or more of the following:
 - Monthly price, escalator, down payment, payment schedule, or PPA term
 - Estimated first year production change 5% higher or lower⁸.
 - Any other substantive elements specified explicitly in the contract.
 - j. Current Connecticut Green Bank required Terms and Conditions (found in this RFQ and at cgb.powerclerk.com)
 - k. Notice of cancellation
 - l. Final system design and equipment notification should be submitted with Completion documents in PowerClerk, attached to the original Packing Slip. (Revised site plan, electrical drawing and shading may also be uploaded at completion). Companies may not need to provide specific equipment disclosure at the time a customer executes an agreement. As a result, Contractors and System Owners may provide the final equipment and site details to PowerClerk at project completion, which may not necessarily match the signed lease or PPA agreement originally submitted.
- 6. General Liability Insurance** – All System Owners must carry at least one (1) million dollars in general liability insurance in order to participate in the RSIP. 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.

⁷ "Equivalent" equipment is of equal or greater nominal wattage ratings and of comparable efficiency and aesthetics.

⁸ Unless a different production change threshold is specified in the contract

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.** Reasons for rejection include but are not limited to:
 - Contractor or System Owner or principals of Applicant company associated with past misconduct within the RSIP or other Green Bank programs
 - Contractor or System Owner or principals of Applicant company have been associated with illegal activity—criminal or misdemeanor—that may cast the Program in negative light or call into question the integrity or workmanship or salesmanship of the Contractor or System Owner.
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 employees as requested cgb.powerclerk.com
6. Newly approved Eligible Contactor or System Owner must attend a one-hour training session with an RSIP representative.
7. After attending training, the Green Bank will add Eligible Contractor to the Green Bank's Eligible Contractor list. The list is available online at www.gosolarct.com. The Green Bank does not list Eligible System Owner companies on www.gosolarct.com unless otherwise requested by System Owner company. The Green Bank will provide a list of all Eligible Contractors and System Owners upon request.
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 RSIP.

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
- Insurance, NABCEP certificate(s) and license(s) (E-1, PV-1, HIC) must be submitted as individual attachments

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 resources.ctgreenbank.com/contractors.

Section 4 – Residential Solar Investment Program (RSIP) Guidelines

4.1. PV System Eligibility Criteria

Eligible PV systems will be installed on one (1) to four (4) family owner-occupied primary residence⁹ homes with a residential electric service rate¹⁰ in United Illuminating (UI) or Eversource Energy (Eversource) service territories. Owner-occupied 2-4 family properties **are only eligible** for one PV system that is interconnected to the **homeowner's** service and meter. If all units are connected to a single meter paid by the owner, the owner may not sub-meter electricity from utility or PV system to occupant(s) of other unit(s).

Investment (e.g. rental or spec) and multi-family (5+ family) homes do not qualify for incentives under the RSIP. Mobile homes **are not eligible** for incentives in the RSIP. Manufactured homes **are only eligible** for RSIP incentives if the homeowner also owns the land on which the home is affixed to a foundation.

Eligible homes participating in the RSIP must have a Home Energy Solutions (HES)¹¹ or equivalent energy efficiency audit¹² performed on their home prior to final EPBB 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 Connecticut's current building codes¹³ 2) was Energy Star certified in 2005 or later or 3) has a Home Energy Rating System (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 (actual or expected) construction date, compliance with current Connecticut building codes and/or Energy Star or HERS rating certificate where applicable, estimated annual load, and energy efficiency measures implemented, if 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.). In this case, a letter should be provided specifying the issues that prevent the audit or certain measures from being performed.

⁹ Primary residence is defined as the residence in which the owner resides for 183 days in a given calendar year.

¹⁰ Contact electric utility for more information regarding rate structure.

¹¹ Visit www.energizect.com/hes for more information

¹² For examples, the Green Bank generally accepts energy efficiency audits conducted in person by a technician certified by the Building Performance Institute (BPI), HERS, or Home Performance with Energy Star. A copy of the audit report that was given to the customer should be provided to the Green Bank for documentation. To be certain that the Green Bank will accept a certain type of audit or documentation, access the latest RSIP contractor training materials and/or contact the Green Bank for more information.

¹³ See the website for the Department of Administrative Services, Department of Construction Services, Office of the State Building Inspector for information on Building and Fire Safety Code Adoption:

<http://www.ct.gov/dcs/cwp/view.asp?a=4447&q=521446&dcsNav=1>. As of July 1, 2016, the Office of the State Building Inspector had issued notice of intent to adopt the 2016 Connecticut State Building Code which includes the 2012 International Energy Conservation Code (IECC), 2014 National fire Protection Association 70 – National Electrical Code (NEC), and other model codes plus Connecticut amendments to these codes.

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All PV equipment must be new and all systems must be grid-tied. For a qualifying residential address in UI or Eversource territory an incentive shall only apply for the first twenty (20) kW_{PTC} of installed capacity or a PV system¹⁴. A Farm Operator Household¹⁵ residence may qualify for RSIP **only** if the proposed PV system is less than or equal to 20 kW PTC in size. The RSIP 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.

4.2. Incentives and Reservations

The Green Bank will determine incentive rates and schedules (Steps) in the RSIP. Additionally, the Green Bank will determine installed kW capacity targets, rates and associated timelines for each Step. The Green Bank will provide at least two weeks' notice of upcoming Step changes via email to Contractors and System Owners, and by posting notice on the cgb.powerclerk.com homepage.

Complete and qualified incentive applications shall be approved for an incentive applicable at the time the complete application was submitted; not when the application was approved by the Green Bank¹⁶. 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 or incomplete application submission.

Eligible Contractors and/or System Owners will be responsible for submitting accurate data to the Green Bank via PowerClerk. Incentive applications will not be accepted until all required fields are completed and all required documentation is submitted. Eligible Contractors and System Owners will be held responsible for the accuracy of all system information entered into PowerClerk. Eligible Contractors and Systems Owners will follow current RSIP processes outlined in separate Process Guides posted at resources.ctgreenbank.com/contractors and cgb.powerclerk.com.

The Green Bank will only approve "First 10 kW" tier incentives (where applicable) 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. Contractor and/or System Owner and Homeowner are responsible for determining a reasonable estimate of the Homeowner's expected electrical consumption. 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.

The Green Bank may charge a fee per project application to the RSIP. Fees may be paid directly to the

¹⁴ <https://www.cga.ct.gov/2016/act/pa/pdf/2016PA-00212-R00SB-00366-PA.pdf>

¹⁵ Farm operator households are those who share dwelling units with principal farm operators of family farms. Multiple operators that do not share the same household operate less than 10 percent of family farms. In this case, the farm operator household population would include the households of the principal farm operator, but not the households of the other operator(s).

¹⁶ May not apply to incentive application submissions made by Eligible Contractor or System Owner on probation, suspension or in Provisional status.

Green Bank, or may be deducted from future incentive disbursement(s) at the discretion of the Green Bank. Applicable fee structure(s) will be posted alongside incentive Step information, Process Guides at resources.ctgreenbank.com/contractors and cgb.powerclerk.com, and in other applicable program materials.

4.3. Cancellations and Change Orders

If a project is cancelled or if any cost, component or system design specifications have changed from the original approved application, Contractor or System Owner shall submit a cancellation request or change order to the Green Bank within five (5) business days of the cancellation or change being made. Contractors and System Owners will submit cancellation or change requests either via email or PowerClerk as in accordance with guidelines provided in the latest RSIP contractor training materials.

Cancellation notice must include Application (RPV) number, customer name and reason for cancellation (if requested). Change orders must include a signed revised contract or change agreement with applicable equipment and price changes and any necessary revised documentation including, but not limited to: electrical diagram(s), site plan(s) and shade obstruction report(s). If a new contract is required, it must comply with Sec 2.2 (Sales Contract and Terms) or 2.3 (Lease / PPA Contract and Terms) of this RFQ as applicable.

The Green Bank may charge a fee per cancelled or changed project. Fees may be paid directly to the Green Bank, or may be deducted from future incentive disbursement(s) at the discretion of the Green Bank's accounting department. Cancellation fee may apply to projects cancelled by the Green Bank due to incentive reservation expiration, which is described in Sec 4.5(2) of this RFQ. Applicable fee structure(s) will be posted alongside incentive Step information and Process Guides at resources.ctgreenbank.com/contractors and cgb.powerclerk.com.

4.4. Inspections

To qualify for an incentive, Contractors and/or System Owners must agree to provide the Green Bank with a Self-Inspection report (including all required photos) at project completion, along with all other project completion paperwork. The Green Bank will review Self-Inspection report submission and follow up with the Contractor / System Owner as needed. Contractors and System Owners will submit Self-Inspection report either via email or PowerClerk as in accordance with guidelines described in the current Process Guides.

The Green Bank reserves the right to, at its own discretion, have a representative of the Green Bank conduct a field inspection of the completed system to verify information submitted in the self-inspection report and PowerClerk application materials. Contractors and/or System Owners and Homeowners must allow this representative to inspect the completed and interconnected PV system¹⁷. Before installing a PV system, Contractors and System Owners should ensure that Homeowners will make reasonable effort to allow the Green Bank access. 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 inspection.

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 reports or other submitted documentation and will make a final decision on incentive

¹⁷ See Connecticut Green Bank required Terms and Conditions (found in this RFQ and at resources.ctgreenbank.com/contractors)

adjustments due to inspection failures. 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.**

The Green Bank will work to ensure that inspections are performed in a reasonable timeframe and do not impose an excessive burden or inconvenience on Homeowners and Contractors or System Owners in good standing. The Green Bank may modify its inspection policy to better accommodate Contractors and System Owners in good standing. Adjustments to the policy and/or processes will be detailed in a separate Process Guide.

See Sec 4.5 (Project Completion Policy), for rules pertaining to failed inspection and delayed self-inspection for Eligible Contractors and System Owners.

4.5. Project Completion Policy

To ensure good stewardship of residential solar PV incentive funds, the Green Bank administers 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

4.5.1 Application Stockpiling

- **Stockpiling Ratio is 70% or higher** - Contractor or System Owner 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", "First Payment Requested", "In Inspection", "Pending Payment" or other applicable status in PowerClerk). This ratio excludes projects which are in "Failed Inspection", "PBI - In Payment" or "Completed" statuses.
- Contractor or System Owner must have been an RSIP Eligible or Provisional Contractor for at least one year.

4.5.2 Project Expiration

- **Expiration at 270+ days** - Contractor or System Owner 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." Contractor or System Owner 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.

4.5.3 Inspection Failures and Delays

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

4.5.4 Important Implementation Notices for Project Completion Policy

- 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 will provide notice of changes.
- The Green Bank reserves the right to make the final determination on a Contractor or System Owner’s standing with respect to these rules, including decision as to whether Contractor or System Owner has achieved compliance and whether suspension may be lifted.
- **Extensions:** The Green Bank may consider a written request for an extension of up to 90 days provided on Contractor or System Owner’s letterhead or via email, explaining the reason(s) the extension is needed, noting 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 a 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 as well as other disciplinary action pursuant to Sec 4.13 of this RFQ.

4.6. 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.

4.7. Payment Disbursement

The following descriptions of incentive disbursements are provided as an overview. Further details and refinements may be made and will be communicated via email communications, Contractor and System Owner training events, Process Guide(s), documents provided on the Green Bank Contractor Portal and PowerClerk log-in page, and as specified by requested documents and fields in PowerClerk. **Payment request Process Guide(s), Project Completion Certification and Inspection form(s) are available at resources.ctgreenbank.com/contractors and at cgb.powerclerk.com.**

4.7.1 EPBB (Rebate) Disbursement

Rebates are disbursed to Eligible Contractors in one or two payments, depending on Eligible Contractor’s standing in the RSIP. The first portion of or the entire payment is disbursed after the PV system is installed, placed in service, all local and utility inspections have passed, and once all completion paperwork has been submitted to and approved by the Green Bank. Contractor will submit completion paperwork including signed Project Completion Certification form, utility approval to energize, self-inspection report, documentation of energy efficiency audit (if not already provided) and performance data provider (PDP) information (e.g. Approved revenue-grade meter ID) in accordance with current payment

process guidelines made available by the Green Bank. The Green Bank reserves the right to inspect any project in the RSIP pursuant to this RFQ.

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 4.12 of this RFQ.

4.7.2 PBI Disbursement

PBIs are disbursed to System Owners calendar-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 completion paperwork has been submitted to and approved by the Green Bank and an Approved Performance Data Provider (PDP) monitoring system is operational and monitoring data can be accessed by the Green Bank through its primary monitoring platform. System Owner will submit signed Project Completion Certification form, utility approval to energize, self-inspection report, documentation of energy efficiency audit (if not already provided) and performance data provider (PDP) information (e.g., approved revenue-grade meter ID) in accordance with current payment process guidelines made available by the Green Bank. The Green Bank reserves the right to spot-inspect any project in the RSIP pursuant to Sec. 4.4 of this RFQ. The Green Bank will provide System Owners with list(s) of projects eligible to receive PBI payment on a calendar quarterly basis. System Owner is responsible for maintaining revenue-grade meter (RGM) and an approved performance-data provider (PDP) and for making system performance data available to the Green Bank for incentive payments.

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 this RFQ.

4.8. Electronic Signatures

Contractors and System Owners may submit electronic or digital signatures in lieu of wet signatures for contracts and other forms in the RSIP provided that the signature is verifiable, includes the signature date, and an audit trail can be made available upon request. Examples of accepted electronic signatures include, but are not limited to, DocuSign, HelloSign and Adobe Sign (EchoSign). The Green Bank will not accept electronic signatures that have been digitally altered, copied or placed using software that does not provide an audit trail. Contact the Green Bank to determine if specific signature types are acceptable.

4.9. Utility Data Release

The Green Bank may require Homeowners participating in the RSIP to sign a release allowing the Green Bank access to their electric utility data information. The requirement of such release will be detailed in current Process Guides posted at resources.ctgreenbank.com/contractors and at cgb.powerclerk.com.

4.10. Changes to the Residential Solar Investment Program (RSIP)

The Green Bank will provide advance notice for scheduled changes. However, the RSIP may be changed by the Green Bank at any time without notice. EPBB (Rebate) 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.

4.11. 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 (including, but not limited to electricians and NABCEP certified employees) 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 of this RFQ.

4.12. Updated Program Documentation

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
- General liability insurance certificate
- NABCEP certificate(s)
- E-1, PV-1 and/or HIC license(s)
- Subcontracting agreement(s), as applicable
- Agreement(s) with Eligible Contractors, for System Owners as applicable
- State Contractor Affidavits and Certifications

Failure to maintain up-to-date credentials as listed above will result in immediate suspension from the RSIP pursuant to Sec. 4.12 of this RFQ.

4.13. Evaluation, Monitoring and Verification (EM&V)

The Green Bank reserves the right to conduct audits of any Eligible Contractor's or System Owner's 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).

4.14. Guidelines for Renewable Energy Claims and RECs

Renewable Energy Certificates (RECs) generated from solar PV systems are not retained by customers participating in the RSIP. RECs can only be counted once, and only by the purchaser of the REC. RSIP customers forfeit RECs generated by their solar PV systems to the Green Bank, who contracts with electric utility companies to sell the RECs to comply with renewable portfolio standard requirements. As the ultimate purchaser of the RECs. There is a secondary market for REC sales, and ultimately it is only the purchaser of the RECs that can make the environmental claims about "going green" to the tune of whatever number of RECs they purchased.

To learn more about the proper terminology for your sales professionals to use, please see the following resources:

[Guidelines for Renewable Energy Claims](#), Center for Resource Solutions
[SEIA Solar Business Code](#), Solar Energy Industries Association

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

4.14.1 Program Violations

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 RSIP, 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:

1. Excessive complaints regarding sales, workmanship and service, including but not limited to:
 - a. Misleading or high-pressure sales tactics
 - b. Providing false, deceptive or inaccurate information
 - c. Poor customer service
 - d. Poor or improper installation quality
 - e. Billing for equipment not installed, services not rendered or charges that should not be borne by a customer based on program rules or similar circumstances
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 lead generation, sales and 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 return overpaid or otherwise owed incentive or loan funds to the Green Bank within a thirty (30) day period. (For example, an incentive could be overpaid due to an incentive reduction based on inspection findings occurring after incentive payment).
 - c. Failure to pass 100% of EPBB (Rebate) as upfront cost reduction to the Homeowner
 - d. Submission of inaccurate PBI payment requests intentionally or through negligence
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 inaccurate, deceptive, incomplete or misleading solar photovoltaic system production estimates or production amount relative to homeowner electricity usage
 - b. Presentation of inaccurate, deceptive, incomplete or misleading economic and environmental benefits
 - c. Misrepresentation of incentives, credits and/or RECs and ownership of such (i.e. Green Bank incentives, federal ITC, tax liability, etc.)

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- d. Misrepresentation of solar PV system (or solar PV system plus energy storage) capabilities with respect to backup power
 - e. Presentation of inaccurate or misleading information about utility electricity rates including assumptions regarding rate escalation
Presentation of inaccurate or misleading information regarding project payback, return on investment or other measures of customer project economics
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. Permit or interconnection documentation
8. Failure to meet requirements and standards for other relevant Green Bank or associated programs including, but not limited to:
 - a. Solarize ConnecticutSM, Solarize EZ or similar programs
 - b. CT Solar Lease
 - c. CT Solar Loan
 - d. Smart-E Loan
 - e. Cozy Home Loan
9. Submission of fraudulent or falsified documents or unauthorized signatures to the Green Bank or to other State, municipal or utility agencies related to the installation of a solar PV system
10. Commission of any illegal actions while participating in the Program, or if Contractor or System Owner or its principal(s) are suspected or convicted of involvement in criminal or misdemeanor activity that calls into question the integrity or workmanship or salesmanship of the Contractor or System Owner, or other actions or behaviors that cast the Program in a negative light.
11. Consistent failure to follow procedures described in this RFQ and/or in the Process Guide(s) hosted at resources.ctgreenbank.com/contractors and at cgb.powerclerk.com, or any other Program rule at the Green Bank's sole determination.

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 Contractor or System Owner from the Program for any violation of Program rules at the Green Bank's sole discretion. Suspended Contractors or System Owners may reapply to the Program after their suspension period has ended. Suspended Contractors or System Owners will submit a new Application, explain how prior violations were remedied if applicable, and include a plan for preventing future issues.

4.14.2 Disciplinary Action and Appeal

1. Upon the Green Bank becoming aware of an act or omission as outlined in this Section 4.13, the Green Bank may:

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- a. Immediately suspend Contractor or System Owner from the Program and any other Green Bank program and request a written response to the allegations from 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 and/or Connecticut Attorney General's office and/or other relevant local, state or national officials, offices or organizations.
 2. The Green Bank will review 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 (including but not limited to a limitation of project approvals)
 - b. Suspension from the Program and any other Green Bank program for up to one (1) year
 - c. Termination from the Program and any other Green Bank program indefinitely
 4. If Contractor or System Owner disagrees with the decision made by the Director of Statutory and Infrastructure Programs of the Green Bank, Contractor or System Owner may appeal the decision within thirty (30) days to a review committee consisting of the officers of the Green Bank and the Chair of the Audit, Compliance and Governance Committee setting forth a written response to the allegations and findings of the Green Bank staff. The Contractor or System Owner shall have the right to present their appeal within forty-five (45) days from requesting such appeal. The decision of this review committee shall be the final Green Bank determination on the matter.
 5. The Green Bank may modify or expedite this process as the situation necessitates or as agreed to by the Contractor or System Owner.

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 Applicant agrees to and will incorporate the following terms into each agreement / lease / power purchase agreement (PPA) between the Contractor and Homeowner and / or System Owner if a Residential Solar Investment Program (RSIP) incentive is requested, and will ensure that Homeowner provides signature as proof of agreement to these terms:

1. 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.
2. Where applicable, 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
3. Contractor and/or System Owner and Homeowner shall ensure and submit confirmation that a Home Energy Solutions or equivalent energy efficiency audit has been performed at the location of the PV installation prior to EPBB or PBI disbursement.
4. No PV system receiving an EPBB or PBI shall be removed from the State of Connecticut for the useful life of the PV system.
5. 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 during its useful life, 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}, unless such RECs are measured separately from the portion of the system receiving a Green Bank incentive.
6. Homeowner acknowledges that a copy of the *Guidelines for Renewable Energy Claims* (Center for Resource Solutions) found here: ctgreenbank.com/rec.pdf was provided to them.
7. Contractor and/or System Owner and Homeowner agree to install a Green Bank approved revenue-grade performance monitoring meter on PV system and maintain working connection with the Green Bank’s monitoring platform for the useful life of the PV system.
8. Contractor and/or 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. Contractor and/or 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.

9. Contractor and/or System Owner and Homeowner acknowledge that the Green Bank maintains the right to inspect all residential PV systems prior to disbursement of EPBB or PBI payment. Homeowner should make reasonable effort to coordinate with the Green Bank's Solar PV Inspector to allow inspection to take place.
10. Contractor and/or 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.
11. 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.

5.1.2 The Applicant will comply with national, state and local codes, standards, rules and regulations, obtain all required permits and approvals associated with the PV system installation, complete utility interconnection applications and meet all utility requirements, and collaborate with the Green Bank's third-party inspectors.

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

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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.

- **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.
- **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.

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- **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.
 - **Taxes:** Applicant understands and agrees that the Green Bank is not responsible for applicable taxes associated with RSIP projects.
 - **No Commitment; Reserved Rights:** The RSIP is not an offer. Neither the RSIP 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 RSIP; modify, suspend or cancel the RSIP; and condition, modify or otherwise limit awards pursuant to the RSIP.
 - **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.
 - **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.
 - **Publicity:** Applicant allows for the Green Bank use of photographs taken of PV systems installed in this program.

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

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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.

- **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.
- **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 RFQ Application.

- 5.2.1** 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.

5.3 PUBLICITY

5.3.1 System Owners and Eligible Contractors may post only the following information about the RSIP 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. For more information, see www.gosolarct.com and www.energizect.com.

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