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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 (RSIP)
and
Residential Solar Investment Program Extension (RSIP-E)**

Revised October 19, 2020

**New Eligible Contractor and System Owner Applications accepted
through January 8, 2021**

No late submissions will be accepted

Questions or clarifications about this RFQ or other Program Guidelines and Processes should be directed to:

Connecticut Green Bank
ATTN: RSIP and RSIP-E
845 Brook Street
Rocky Hill, CT 06067-3444
860.563.0015
smallsolar@ctgreenbank.com

This document is available at cgbrsip.powerclerk.com and at ctgreenbank.com

Executive Summary

About the Connecticut Green Bank:

The Connecticut Green Bank (Green Bank) was established by Connecticut's General Assembly in 2011. 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 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.

This RFQ and Program Guidelines applies to residential solar PV projects participating in the Residential Solar Investment Program (RSIP) and the Residential Solar Investment Program Extension (RSIP-E).

RSIP is legislatively enabled through Connecticut General Statute (CGS) Section 16-245ff¹. Public Act 19-35 updated CGS Section 16-245ff to require that not more than 350 MW (updated from 300 MW) of new residential solar PV be deployed in Connecticut on or before December 31, 2022.

As of October 12, 2020, RSIP is anticipated to reach 350 MW of approved projects as early as the end of October 2020. The RSIP statute specifies 350 MW of deployed (i.e., installed and energized) projects, and because a portion of RSIP projects approved for incentives will not complete and end up cancelling, the Green Bank will approve projects beyond 350 MW in anticipation of an estimated 5-10 MW of cancellations. At the September 23, 2020 Board Meeting², the Green Bank Board of Directors approved incentive approvals past the 350 MW statutory target, including up to 10 MW to account for RSIP cancellations, and an additional 22 MW to support the residential solar PV industry toward achieving sustained orderly development in the context of COVID-19 impacts, continued step-down of the federal ITC³, and in bridging the policy transition from net metering to a tariff structure⁴. The Green Bank will therefore approve up to 32 MW of additional capacity beyond the 350 MW statutory target, for a total of 382 MW. The Green Bank will seek to recover program costs outside of the RSIP statute, as detailed in the September 23, 2020 Board Meeting materials⁵ and/or within RSIP if RSIP is extended by the Connecticut General Assembly in the 2021 legislative session. Projects approved within this 32 MW will be considered as part of the RSIP and a new program called the Residential Solar Investment Program Extension (RSIP-E), to provide flexibility with respect to cost-recovery. If RSIP is legislatively extended beyond 350 MW, this RSIP and RSIP-E RFQ and Program Guidelines will still apply unless later updated.

¹ https://www.cga.ct.gov/current/pub/chap_283.htm#sec_16-245ff (Residential solar investment program)

² <https://ctgreenbank.com/about-us/governance/connecticut-grboard-meetings/>

³ The federal Investment Tax Credit will decrease from 26% to 22% in 2021.

⁴ Per PA 18-50 and PA 19-35, net metering is to end December 31, 2021 and a tariff structure is scheduled to begin in 2022.

⁵ <https://ctgreenbank.com/about-us/governance/connecticut-grboard-meetings/>

RSIP and RSIP-E Summary:

| Capacity ⁶ | Program in which new projects are approved | Incentive Step at which new projects are approved | Incentive Level at which new projects are approved | Terms and Conditions (T&C) to be Signed by Customer |
|---|--|---|--|--|
| Remaining capacity up to 350 MW | RSIP | Step 15 | Step 15 | RSIP T&C (11/1/16) |
| Capacity above 350 and up to 360 MW (i.e., an additional 10 MW) | RSIP and RSIP-E | Step 16 | Same as Step 15 | RSIP and RSIP-E T&C (10/19/20), including any additional paperwork needed for REC monetization |
| Capacity above 360 and up to 382 MW (i.e., an additional 22 MW) | RSIP and RSIP-E | Step 17 | TBD – anticipated incentive reduction | |

The first 10 MW approved over 350 MW will be approved under a new incentive step, Step 16, for tracking purposes, at the same incentive level as Step 15. The next 22 MW will be approved under Step 17, which will be at a reduced incentive level (to be proposed by staff to the Green Bank Board of Directors likely at the October 23, 2020 meeting). For both Steps 16 and 17, customers will be asked to sign the RSIP and RSIP-E Terms and Conditions Agreement, as well as any other paperwork that the Green Bank needs for REC monetization. RECs for RSIP and RSIP-E projects may be sold or otherwise conveyed in Connecticut or in any other New England state (e.g., Massachusetts) by the Green Bank. System owners, including homeowners and third-party owners, will meet all Green Bank documentation requirements stated here and that arise in the future that are needed in order to monetize RECs in CT or another New England state.

Participants in the RSIP cannot receive an additional incentive in the RSIP-E, and participants in the RSIP-E cannot receive an additional incentive in the RSIP for the same project. Participation in the RSIP or RSIP-E may preclude participation in other State, local or utility incentives for the installation of solar PV.

This Request for Qualifications and Program Guidelines (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 RSIP and RSIP-E. 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.

Homeowners are required to work with Eligible Contractors in order to qualify for incentives described in this RFQ. System Owners are required to use Eligible Contractors to install systems under the RSIP. Qualified Applicants may apply as both an Eligible Contractor and System Owner.

⁶ Capacity thresholds for Steps 16 and 17 are estimated and may differ slightly from the table shown here since incentive step transitions are generally set on specific dates when the capacity thresholds are estimated to be reached.

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 100% of 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 consecutive (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 or RSIP-E 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, the 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 and RSIP-E data on public websites.

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 and RSIP-E 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:

1. Provide responsible, accurate and transparent sales and marketing information to Homeowners
2. Conduct accurate site evaluations, including but not limited to shading assessments and design using methods approved by the Green Bank
3. Uphold a professional degree of workmanship and work collaboratively with the Green Bank in the best interests of Homeowners
4. Follow all rules of the RSIP and RSIP-E including, but not limited to those outlined in this RFQ and in training guides and notices.
5. Submit complete and accurate RSIP and RSIP-E applications on behalf of Homeowners via PowerClerk⁷
6. Comply with current RSIP and RSIP-E 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 cgbrsip.powerclerk.com.
7. Obtain all appropriate permits and approvals to facilitate the installation of PV systems
8. Maintain all required insurance, licenses and certifications described in this RFQ and as required by law
9. Comply with all national, state and local codes and standards, rules and regulations including but not limited to those related to home improvement contracting, electrical work and construction.
10. Coordinate installation of grid-tied PV systems through direct employees or subcontractors
11. Complete interconnection applications for UI and Eversource customers and obtain interconnection approval before energizing PV systems
12. Refrain from installation of solar PV systems prior to Green Bank approval when requesting an RSIP or RSIP-E incentive
13. Collaborate with the Green Bank's third-party inspectors
14. Complete system installation and pass all required inspections within a reasonable timeframe, described in this RFQ
15. Honor a required minimum five-year workmanship warranty described in this RFQ
16. Respond to PV system outages and other PV system performance and monitoring issues within a reasonable timeframe and in accordance with warranty and contract terms
17. Configure and maintain access to an Approved Performance Data Provider⁸ for each project receiving a Green Bank incentive

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 their staff, subcontractors or other representatives.

⁷ 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 cgbrsip.powerclerk.com for more information.

⁸ See Sec. 4.1

Eligible Contractor and System Owner Applications will not be approved until all required documents have been submitted, reviewed and validated to the Green Bank's satisfaction.
The Application is available at cgbrsip.powerclerk.com.

1.2. Types of Eligible Contractors

The Green Bank approves two (2) categories of Eligible Contractors to participate in the RSIP and RSIP-E. 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. The Green Bank will specify the provisions of the Provisional Eligible contractor status in its Eligible Contractor Approval Letter. Provisions may include but are not limited to the limitation of as few as one (1) approved project at any time. 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.

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 or RSIP-E 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 with a current NABCEP Associate, Entry Level or full (Installation Professional or Technical Sales) certification. For more information on NABCEP certification and training visit NABCEP's web site at www.nabcep.org.

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 and RSIP-E:

| Primary Installs Completed | | Apprentice Installs Completed | | |
|----------------------------|-------------|-------------------------------|---------------|---------------------------------|
| 3 | Plus (+) | 0 | Equals (=) | Full Eligible Contractor Status |
| 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 a customer's PV system as part of the school's participation as an RSIP or RSIP-E Eligible Contractor; at most two (2) Apprentice installs in total may be obtained through student participation.

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 the provisions of their approval have been met. The Green Bank will consider the terms of Provisional Eligible Contractors on a case-by-case basis and will specify these provisions upon provisional contractor approval.

Section 2 – Application Process

2.1. RFQ Schedule

Complete Applications will be accepted until January 8, 2021. Incomplete Applications will be rejected. The Green Bank will determine what constitutes a Complete or Incomplete Application. Applicants whose Applications are rejected may resubmit a Complete Application by January 8, 2021. If an Application submitted by January 8, 2021 needs minor revisions (as determined solely by the Green Bank), Applicant will be given reasonable time to submit revisions.

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 Green Bank.

Complete Applications will typically 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 or may be rejected. Applicants will be given reasonable time (as determined by the Green Bank) to correct deficiencies with Applications submitted through January 8, 2021.

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 and RSIP-E. Please submit a bank letter of reference/credit addressed to Connecticut Green Bank on the bank's letterhead, including the following details:
 - a) Signature of appropriate bank officer
 - b) Length of time the contractor has been a customer of the bank; and
 - c) 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. The Green Bank may request official proof of these individuals' employment with the Applicant company.

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) with each and every company for which that salesperson is conducting sales. 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 |
|--|---------------------------------------|------------|--|------------|--|
| 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 or Associate Passing Score Achievement Certificate, NABCEP PV Technical Sales or NABCEP PV Installation Professional certification for at least one permanent employee of the Applicant company. The Green Bank may request official proof of this individual's employment with 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 or RSIP-E.
7. **Subcontracting Agreement(s)** – If your company plans on using subcontractors to install PV systems under the RSIP or RSIP-E, submit a copy of the agreement for each subcontractor. The agreement should be on your company's letterhead, and include the following details:
- a) Signature of the subcontractor and a representative of your company
 - b) Length of time your company and the subcontractor will be working together
 - c) Subcontractor's primary responsibilities; and
 - d) 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 Terms⁹** – Provide a complete copy of your standard contract or sales agreement template exactly as provided to a customer for consummating the sale of a Residential PV system. Use of the contract template must be pre-approved by the Green Bank. Contractors and System Owners will not receive incentive approvals for projects using an unapproved contract template. 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 or RSIP-E 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:

- a) Company License **on first page** (E-1, PV-1 or HIC)
- b) Home Improvement Salesperson (HIS) registration number (if company is an HIC)
- c) Description of PV system location, size, specifications and components
- d) Estimate of annual energy output
- e) Data monitoring and collection responsibilities
- f) Warranty provisions
- g) Total PV system cost, estimated Connecticut Green Bank incentive amount, and net customer cost
- h) Payment schedule
- i) Notice of cancellation (in duplicate)
- j) Current Connecticut Green Bank required Terms and Conditions (found in this RFQ and at cgbrsip.powerclerk.com)

- 10. Workmanship Warranty** – Provide a copy of your company’s workmanship warranty. Contractors participating in the RSIP or RSIP-E must provide a five (5) year or longer 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 or RSIP-E. 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

⁹ 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 or RSIP-E.

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 and RSIP-E. Please submit a bank letter of reference/credit addressed to Connecticut Green Bank on the bank's letterhead, including the following details:
 - a) Signature of appropriate bank officer
 - b) Length of time the System Owner has been a customer of the bank; and
 - c) 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. The Green Bank may request official proof of these individuals' employment with the Applicant company.
4. **Agreement(s) with Eligible Contractor(s)** – System Owners are required to use Eligible Contractors to install PV systems under the RSIP and RSIP-E 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:
 - a) Signature of System Owner and Eligible Contractor representatives
 - b) Length of time the System Owner and the Eligible Contractor will be working together
 - c) Eligible Contractor's primary responsibilities; and
 - d) 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 Terms¹⁰** – Provide a copy of the System Owner's standard contract or sales agreement template for Solar Leases or Power Purchase Agreements (PPAs). Use of the contract template must be to pre-approval by the Green Bank. Contractors and System Owners will not receive incentive approvals for projects using an unapproved contract template.

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:

¹⁰ 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 registration number (if company is an HIC)
- c) Monthly price, applicable escalator, down payment, payment schedule and lease term must be clearly listed
- d) Estimated first year production
- e) Performance guarantee, transferability/buyout, and additional warranty terms, if applicable
- f) System size (in kW)
- g) Equipment make, model and quantity
- h) If equipment is subject to change within a stated tolerance, the lease agreement must clearly state so. The stated tolerance for equipment changes without customer signature is subject to Green Bank approval.
- 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:
 - i. Monthly price, escalator, down payment, payment schedule, or lease term
 - ii. Any change to the system equipment, quantity, size and production outside of a tolerance stated within the contract and approved by the Green Bank.
 - iii. Any other substantive elements specified explicitly in the contract.
- k) Current Connecticut Green Bank required Terms and Conditions (found in this RFQ and at cgbrsip.powerclerk.com)
- l) Notice of cancellation (in duplicate)
- m) Final system design, equipment specifications and customer notification of installed equipment should be submitted with Completion documents in PowerClerk (including revised site plan, electrical drawing and shading).

B) Solar Power Purchase Agreement (PPA)

- a) Company License(s) on first page (E-1, PV-1 and/or HIC)
- b) Home Improvement Salesperson registration number (if company is an HIC)
- c) kWh price, applicable escalator, down payment, payment schedules and PPA term must be clearly listed
- d) Estimated first year production
- e) Performance guarantee, transferability/buyout, and additional warranty terms
- f) System size (in kW)
- g) Equipment make, model and quantity
- 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) If equipment is subject to change within a stated tolerance, the PPA must clearly state so. The stated tolerance for equipment changes without customer signature is subject to Green Bank approval.
 - j) 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:
 - i. Monthly price, escalator, down payment, payment schedule, or PPA term
 - ii. Any change to the system equipment, quantity, size and production outside of a tolerance stated within the contract and approved by the Green Bank.
 - iii. Any other substantive elements specified explicitly in the contract.
 - k) Current Green Bank required Terms and Conditions (found in this RFQ and at cgbrsip.powerclerk.com)
 - l) Notice of cancellation (in duplicate)
 - m) Final system design, equipment specifications and customer notification of installed equipment should be submitted with Completion documents in PowerClerk (including revised site plan, electrical drawing and shading).
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 or RSIP-E. 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. **Application for a Class I or Class II Renewable Energy Source Certification** – this document will be provided by the Green Bank pre-filled. The Applicant System Owner must complete where applicable and sign this document to allow the Green Bank to aggregate and sell RECs generated by the System Owner's RSIP and RSIP-E projects.

2.4. Application Process

The Application process is as follows:

1. Applicant will submit a **complete** Application to the Green Bank **via email** to smallsolar@ctgreenbank.com on or before December 31, 2019. The Green Bank shall determine what constitutes a complete Application based on the requirements set forth in this RFQ.
2. Each Application will be evaluated for completeness and consistency with the requirements outlined in this RFQ within four (4) weeks. The Green Bank will review the Application and may request additional documentation or information, if needed. Incomplete Applications may take substantially longer to process and may be rejected. Rejected Applicants may resubmit a **complete** Application by December 31, 2019.
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:
 - a) Principal(s), executive(s) or staff (including but not limited to: managers, directors, executive staff, subcontractors or salespersons) of Applicant company have been associated with misconduct within the RSIP, RSIP-E or other Green Bank programs, or have been associated with misconduct within other state or utility programs.
 - b) Principal(s), executive(s) or staff (including but not limited to: managers, directors, executive staff, subcontractors or salespersons) of Applicant company have been associated with illegal activity—criminal or misdemeanor—or unethical behavior that may

cast the Program in negative light or call into question the integrity or workmanship or salesmanship of the Contractor or System Owner.

- c) Complaints or negative references from customers, current or past employees or other agencies or organizations.
4. A letter notifying the Applicant of the Green Bank's approval (Approval Letter) or denial (Denial Letter) of the Application will be sent via email. If approved as a Provisional Eligible contractor, the letter will stipulate the provisions. If denied, Applicant may reapply (correcting for deficiencies noted in Denial Letter)
5. If approved, Eligible Contractor or System Owner may request access to create a profile at gosolarCT.com.
6. If approved, Eligible Contractor or System Owner may create login(s) at cgbrsip.powerclerk.com. Instructions are described in Process Guides posted at this URL. Training is available upon request.
7. If approved, Eligible Contractor or System Owner may begin submitting incentive reservation requests pursuant to their status (Eligible or Provisional) and sales type (PPA, Lease, Purchase).

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 electronically to smallsolar@ctgreenbank.com. **Paper copies will not be accepted.**

Applications must be submitted as complete packages. **The Green Bank will determine what constitutes a Complete or Incomplete Application and 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:

- a) 12-point font, 1.5-line spacing, standard 8.5 X 11" paper
- b) No handwritten Applications
- c) PDF electronic format only
- d) Contract templates, insurance, NABCEP certificates and licenses (E-1, PV-1, HIC, etc.) 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 cgbrsip.powerclerk.com.

Section 4 –RSIP and RSIP-E Guidelines

4.1. PV System Eligibility Criteria

Eligible PV systems will be installed on one (1) to four (4) family owner-occupied primary residence¹¹ homes with a residential electric service rate¹² in United Illuminating (UI) or Eversource Energy (Eversource) service territories. Owner-occupied 1-4 family properties **are only eligible** for one PV system that is interconnected to the **homeowner's** primary residential 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 or RSIP-E. Mobile homes **are not eligible** for incentives in the RSIP or RSIP-E. Manufactured homes **are only eligible** for RSIP or RSIP-E incentives if the homeowner also owns the land on which the home is affixed to a foundation.

Eligible homes participating in the RSIP or RSIP-E must have a Home Energy Solutions (HES)¹³ or equivalent¹⁴ energy efficiency audit performed on their home prior to final EPBB disbursement or initial PBI disbursement. Exemptions are permitted in only the following instances:

- a) **New Construction:** at minimum, home 1) has been built or will be built to Connecticut's current building codes¹⁵ 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.
- b) **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.
- c) **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.

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 system¹⁶. A Farm Operator Household¹⁷ residence may qualify for RSIP or RSIP-E **only** if the

¹¹ Primary residence is defined as the residence in which the owner resides for 183 days or more in a given calendar year.

¹² Contact electric utility for more information regarding rate structure.

¹³ Visit www.energizect.com/hes and <https://www.energizect.com/your-home/solutions-list/save-energy-and-money-all-year-long> for more information

¹⁴ Green Bank 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 must be provided to the Green Bank. The Green Bank must approve "HES equivalent" energy audit types. Contact the Green Bank for more information.

¹⁵ <https://portal.ct.gov/DAS/Office-of-State-Building-Inspector/Connecticut-State-Building-Code/Regulations>

¹⁶ <https://www.cga.ct.gov/2016/act/pa/pdf/2016PA-00212-R00SB-00366-PA.pdf>

¹⁷ 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).

proposed PV system is less than or equal to 20 kW PTC in size. The RSIP and RSIP-E 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 include an approved production monitor from one of the below Approved Production Data Providers:

- a) AlsoEnergy (Formerly Locus Energy)
- b) Solar-Log
- c) Enphase
- d) SolarEdge

The Green Bank provides further detail on Approved Performance Data Provider (PDP) hardware in process guides available at cgbrsip.powerclerk.com.

All PV systems must comply with current 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. Additions to existing PV systems must be installed separately from the existing PV system, including new inverter(s) and production monitor(s). The Green Bank will consider the addition to existing PV systems on a case-by-case basis. Contact smallsolar@ctgreenbank.com for more information.

4.2. Incentives and Reservations

The Green Bank will determine incentive rates and schedules (Steps) in the RSIP and RSIP-E. 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 cgbrsip.powerclerk.com homepage. Additionally, the Green Bank may incorporate minimum design thresholds into Steps.

As the RSIP approaches its statutory target capacity of 350 MW, the Green Bank will review incentive applications in an order that is fair and efficient to all parties. The Green Bank will notify Eligible Contractors and System Owners of changes to the Green Bank's application review process via email and by posting notice on the cgbrsip.powerclerk.com homepage. See the Executive Summary of this RFQ for more information about the transition of the RSIP to RSIP and RSIP-E.

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 Bank¹⁸. Applications submitted within the applicable timeline but without a signed sales or installation contract or otherwise deemed incomplete (except for minor clarifications) by the Green Bank will be denied and will receive the then-current incentive level when resubmitted as complete. The Green Bank reserves the right to determine what constitutes a complete or incomplete incentive application submission at its sole discretion. The Green Bank will notify Eligible Contractors and System Owners of incentive application approval, rejection, denial, adjustment or cancellation via email, along with information on next steps. Further information on incentive application processes is available at cgbrsip.powerclerk.com.

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

¹⁸ May not apply to incentive application submissions made by Eligible Contractor or System Owner on probation, suspension or in Provisional status.

and all required documentation is submitted. Eligible Contractors and System Owners will be held responsible for the accuracy of all system information entered to PowerClerk and will provide any follow-up information requested by the Green Bank. Eligible Contractors and Systems Owners will follow current RSIP and RSIP-E processes outlined in separate Process Guides posted at cgbrsip.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. 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.

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.

The Green Bank may charge a fee per project application to the RSIP or RSIP-E. 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. Applicable fee structure(s) will be posted alongside incentive Step information, Process Guides at cgbrsip.powerclerk.com, and in other applicable program materials.

4.3. Cancellations and Change Orders

If a project is cancelled, Contractor or System Owner shall submit a cancellation request via PowerClerk within five (5) business days of the cancellation.

If any cost, component, customer or site information or system design or performance specifications have changed from the original approved application, Contractor or System Owner shall submit a change order to the Green Bank within five (5) business days of the change. Change orders must include a signed revised contract or signed 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.

Contractors and System Owners will submit cancellation or change requests via PowerClerk in accordance with guidelines provided in the latest RSIP and RSIP-E contractor training materials available at cgbrsip.powerclerk.com

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 cgbrsip.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 reports via PowerClerk as in accordance with guidelines described in the current Process Guides. A copy of the Self-Inspection Checklist is posted at cgbrsip.powerclerk.com.

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 system¹⁹. 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 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 the original incentive calculation and will therefore be held responsible for any reduction in incentive amount as a result of the 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. 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 or RSIP-E incentive applications may be suspended 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) Completion Deficiencies

4.5.1 Application Stockpiling

Stockpiling Ratio is 70% or higher - 70% or more of Contractor or System Owner's projects have not been installed and energized (i.e., project completion paperwork has not been submitted to the Green Bank via PowerClerk).

4.5.2 Project Expiration

Projects are Expired when a Contractor or System Owner has projects that have passed the timeframe listed in incentive reservation letters or on cgbrsip.powerclerk.com, where applicable, whichever is later. Projects are Expired if completion paperwork including utility approval to energize has not been submitted. Expired Projects may have PowerClerk status changed to "Cancelled" or "Cancelled (AUTO)". Contractor or System Owner may resubmit for approval at then-current incentive level if project has not yet been installed. Incentive payments that were already received for cancelled projects must be returned to the Green Bank within 30 days of

¹⁹ See Connecticut Green Bank required Terms and Conditions (found in this RFQ and at cgbrsip.powerclerk.com)

cancellation. Failure to do will result in suspension of application approvals or further action per Section 4.15 of this RFQ.

The Green Bank reserves the right to modify its schedule, deadlines, and timelines associated with Project Expiration and will post notice on cgbrsip.powerclerk.com in the event of any changes.

4.5.3 Inspection Failures and Delays

- a) **Failed Inspection of 30+ days** - Any projects in “Failed Inspection” status for 30 days or more.
- b) **Delayed Self-Inspection** – Consistent failure to submit Self-Inspection documentation.

4.5.4 Completion Deficiencies

Failure to submit complete project completion information and paperwork, including but not limited to: inspection documentation, updated system specifications, utility documents, packing slips, certificates, change orders, signatures, audit trails and document revisions.

4.5.5 Important Implementation Notices for Project Completion Policy

- a) 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).
- b) 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.
- c) Eligible Contractors and System Owners are ultimately responsible for project management including tracking the status of their projects with respect to this policy.
- d) The Green Bank reserves the right to adjust these rules and will provide notice of changes.
- e) 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.
- f) The Green Bank is not obligated to provide exceptions to this policy.
- g) 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 Sec 4.15 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 cgbrsip.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 or RSIP-E. The first portion of the payment (typically 70%) or the entire payment is disbursed when 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. Contractor will submit completion paperwork in accordance with current payment process guidelines made available by the Green Bank at cgbrsip.powerclerk.com. The Green Bank reserves the right to inspect any project in the RSIP or RSIP-E 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 and/or withhold payments for Eligible Contractors that consistently have problems properly installing PV systems and/or complying with RSIP and RSIP-E requirements pursuant to this RFQ.

4.7.2 PBI Disbursement

PBIs are disbursed to System Owners calendar-quarterly consecutively over six (6) years based on kilowatt hour (kWh) production of the PV system. No PBI payments will be made until all completion paperwork has been submitted to 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 documentation in accordance with current payment process guidelines made available by the Green Bank at cgbrsip.powerclerk.com. The Green Bank reserves the right to inspect any project in the RSIP or RSIP-E pursuant to 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 use and allow their retail customers to use electronic signatures in lieu of wet signatures for contracts and other documents in the RSIP and RSIP-E and create such contracts and other documents in electronic form provided that the electronic signature is, through the electronic signature technology used, (a) logically attached or associated with the electronic contract or other document being created and is verifiable, (b) includes a date and time stamp of the electronic signature and an electronic audit trail of the electronic signature and the electronic contract or other document that is created, and (c) the electronic contract or other document is created and retained in a secure electronic environment that preserves the integrity of the electronic contract and all the information contained therein and can be made available to the Green Bank upon its request.

Examples of electronic signature technology systems that are acceptable to the Green Bank include DocuSign, HelloSign and Adobe Sign. Only commercially available third-party platforms are accepted. The Green Bank will not accept electronic signatures that have been digitally altered, copied or placed using computer software that does not provide a verifiable electronic audit trail. **Prior to the use of any electronic signature technology for contracts and other documents in the RSIP or RSIP-E by any Contractor or System Owner, the Contractor or System Owner must obtain the prior approval of the Green Bank.**

4.9. Utility Data Release

The Green Bank may require Homeowners participating in the RSIP or RSIP-E 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 cgbrsip.powerclerk.com.

4.10. Changes to the Residential Solar Investment Program (RSIP) and Residential Solar Investment Program Extension (RSIP-E)

The Green Bank will provide notice for scheduled changes. However, the RSIP or RSIP-E 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 downsizing 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 disciplinary action pursuant to Section 4.15 of this RFQ.** 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 4.15 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 or as needed where applicable:

- a) Company information
- b) Email and other contact information
- c) General liability insurance certificate
- d) NABCEP certificate(s)
- e) E-1, PV-1 and/or HIC license(s)
- f) Subcontracting agreement(s), as applicable
- g) Agreement(s) with Eligible Contractors, for System Owners as applicable
- h) State Contractor Affidavits and Certifications
- i) Sales, Loan, Lease or PPA contract templates

Failure to maintain up-to-date credentials as listed above may result in immediate suspension from the RSIP and RSIP-E pursuant to Sec. 4.15 of this RFQ. Additionally, Eligible Contractors or System Owners who have not received approval for a new RSIP or RSIP-E incentive application within a one-year period will automatically be considered Inactive and will lose eligibility to submit new incentive applications. Inactive Contractors or System Owners will be removed from all Green Bank public lists of Eligible

Contractors. Inactive Contractors or System Owners may reapply at any time pursuant to this RFQ prior to December 31, 2019.

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, including but not limited to 1) field inspection of installed PV systems, or 2) records with the Department of Consumer Protection. 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 and 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).

Eligible Contractors and System Owners are expected to maintain support for their fleet of systems installed under the RSIP or RSIP-E past the expiration of the RSIP and RSIP-E. The Green Bank may periodically contact Eligible Contractors and System Owners for matters related to PV system performance and maintenance.

In the event that an Eligible Contractor or System Owner is unresponsive or does not address system maintenance in a timely manner, the Green Bank reserves the right to address the issue through a qualified third party. Eligible Contractor or System Owner may be liable for the cost of work performed and this work shall not void the RSIP or RSIP-E workmanship warranty.

4.14. Guidelines for Renewable Energy Claims, RECs and other Tradable Energy or Environmental-related Commodities

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. RECs can only be counted once, and only by the purchaser of the REC. RSIP and RSIP-E 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:

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

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

4.15.1 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 RSIP-E, 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 (alleged or convicted), including but not limited to the following:

1. 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, agreements 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) Actions against a customer's best interests (including, but not limited to design and/or sale of a PV system that is not ideal or suited for the customer's property, energy or economic needs)
 - d) Misrepresentation of incentives, credits and/or RECs and ownership of such (i.e. Green Bank incentives, federal ITC, tax liability, etc.)
 - e) Misrepresentation of solar PV system (or solar PV system plus energy storage) capabilities with respect to backup power
 - f) Presentation of inaccurate or misleading information about utility electricity rates including assumptions regarding rate escalation
 - g) Presentation of inaccurate or misleading information regarding incentives, 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 Primary Responsibilities described in Section 1 of this RFQ and/or 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) C-PACE
 - f) Solar PPA
 - g) Other state or utility programs
 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, including, but not limited to 1) the manipulation of a signed document or electronic signature or 2) failure to comply with Sec. 4.8 of this RFQ.
 10. Commission of any illegal actions while participating in the Program, or if principal(s), executive(s), manager(s), salesperson(s) or other key staff (including subcontractors) 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 any other actions or behaviors that cast or potentially could case the Program in a negative light or are deemed unethical or improper by the Connecticut Green Bank.
 11. Consistent failure to follow procedures described in this RFQ and/or in the Process Guide(s) hosted at ctgreenbank.com/programs/residential-contractors and cgbrsip.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 immediately place on probation, suspend or terminate the Contractor or System Owner from the Program for any violation or alleged 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.

4.15.2 Disciplinary Action and Appeal

1. Upon the Green Bank becoming aware of a violation, act or omission as outlined in this RFQ, the Green Bank may take one or more of the following actions:
 - a) Contact principal(s) of Contractor or System Owner with written description of alleged Program violation(s) and request a written response to the allegations from Contractor or System Owner.
 - b) 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. Suspension may remain in effect as an investigation is conducted.
 - c) Forward all documentation relevant to Program violation allegations the Connecticut Department of Consumer Protection (DCP) 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 may 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 Incentive Programs of the Green Bank, Contractor or System Owner may appeal the decision within thirty (30) days of issuance 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.

The Green Bank may modify or expedite this process as the situation necessitates or as agreed to by the Contractor or System Owner and the Green Bank. All involved parties are expected to work expeditiously in finding resolution, however, timelines shall not be guaranteed due to the unique nature of each situation.

Section 5 – Terms and Conditions of RFQ Participation

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

An RSIP and RSIP-E Terms and Conditions Agreement, version date 10/19/2020, is provided as a separate fillable form for use by program participants. The top of the form provides the following guidance:

“This Connecticut Green Bank Residential Solar Investment Program (RSIP) and Residential Solar Investment Program Extension (RSIP-E) Terms and Conditions Agreement is expressly incorporated into the residential solar PV contract/lease/power purchase agreement between the homeowner and the RSIP and/or RSIP-E Eligible Contractor (Contractor) or Third-Party PV System Owner (System Owner). This Terms and Conditions Agreement must be signed by all Homeowners participating in the RSIP and/or RSIP-E. This Terms and Conditions Agreement replaces any RSIP Terms and Conditions Agreement with an earlier version date included in the contract/lease/power purchase agreement. In the event of any conflict between this Terms and Conditions Agreement and any terms and conditions agreed to by the Homeowner, this Terms and Conditions Agreement shall control.”

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 an RSIP and/or RSIP-E 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 auditor has audited 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, capacity rights and all other types of tradable project-related commodities however named that are presently known or designated or created in the future, including the potential for such commodities to be sold into renewable portfolio standard

compliance markets in New England. 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) (ctgreenbank.com/rec.pdf) was provided to them.
7. Contractor and/or 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.
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 RSIP and/or RSIP-E, 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.
12. RECs for RSIP and RSIP-E projects may be sold or otherwise conveyed in Connecticut or in any other New England state (e.g., Massachusetts) by the Green Bank. System owners, including homeowners and third-party owners, will meet all Green Bank documentation requirements stated here and that arise in the future that are needed in order to monetize RECs in CT or another New England state.

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 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.

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 and RSIP-E projects.

No Commitment; Reserved Rights: The RSIP is not an offer and the RSIP-E is not an offer. Neither the RSIP nor RSIP-E 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 or RSIP-E; modify, suspend or cancel the RSIP or RSIP-E; and condition, modify or otherwise limit awards pursuant to the RSIP or RSIP-E.

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 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 and RSIP-E on its web site, in marketing materials and in any other communication with customers or other stakeholders:**

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 and Residential Solar Investment Program Extension should be directed to:

Connecticut Green Bank
RSIP and RSIP-E
845 Brook Street
Rocky Hill, CT 06067-3444
860.563.0015
smallsolar@ctgreenbank.com
www.ctgreenbank.com
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