



**CONNECTICUT
CLEAN ENERGY FUND**

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May 8, 2009

To Solar Photovoltaic Installers:

The Connecticut Clean Energy Fund (CCEF) is seeking applications from solar photovoltaic installers interested in participating in the Solar PV Rebate Program.

On behalf of the CCEF, I invite you to participate in our Solar PV Rebate Program to install solar energy projects on residences, non-profit and governmental sites. This Program Request for Qualifications is intended to promote the development of the clean energy technology industry in Connecticut by making funds available for the installation of solar PV projects sized 10 kW and under.

Attached you will find the Request for Qualifications for Solar PV Firms, CCEF-PV-05-004, Version 2. The forms required for a complete Application are provided in a separate Microsoft Word file to allow electronic entry.

To submit a proposal, please follow these steps:

1. write a narrative addressing all subsections of Section V of the RFQ.
2. fill out Attachments A, B and C in the attached pdf forms file.
3. submit four (4) hard copies and one (1) electronic copy of your proposal. Electronic copies may be on CD or emailed to smallsolar@ctinnovations.com.
4. Provide proof of insurances as detailed in the RFQ.
5. Provide proof of any licenses, certifications or completion of training courses.

We look forward to answering any questions you might have via electronic or written submission and reviewing your proposals. Thank you for your interest and response to this program.

Sincerely,

Dale A. Hedman
Director of Project Development



CONNECTICUT
CLEAN ENERGY FUND

Request for Qualifications for Eligible Installers

To participate in the

SOLAR PHOTOVOLTAIC REBATE PROGRAM

Program Opportunity No.: CCEF-PV-05-004 Rev. A

Effective Date: May 1, 2009

Applications are accepted on a rolling submission basis

Eligible Installer Qualification

Questions or clarifications about this document should be directed to:

Connecticut Clean Energy Fund
Director of Project Development
200 Corporate Place, 3rd Floor
Rocky Hill, CT 06067
Telephone: 860.563.5851
Fax: 860.563.4877
E-mail: info@ctcleanenergy.com

This document is available on the following Web site:

Connecticut Clean Energy Fund
<http://www.ctcleanenergy.com>

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Section I - Overview

Summary

The Connecticut Clean Energy Fund (CCEF) is financed through a surcharge on ratepayers' electric utility bills and is administered by Connecticut Innovations, Incorporated (CII), a quasi-public state agency. CCEF is engaged in a focused effort to foster the production and use of clean energy. CCEF accomplishes this legislative mandate by investing in initiatives and enterprises through a variety of programs created to stimulate technology development and commercial use of fuel cells, solar energy, and biomass, as well as to promote public education and awareness in Connecticut.

On October 1, 2004, CCEF initiated a rebate incentive program for the installation of solar photovoltaic (PV) systems on Connecticut residences. To make PV systems more accessible to lower-income homeowners, the Connecticut Solar Lease Program was established in August, 2008. Both programs require that consumers use "Eligible Installers" selected by CCEF. The purpose of this solicitation is to select installers who are qualified to participate in that program. It is important to understand that Eligible Installers are not contractors of CCEF or CII. They will operate as independent entities with responsibility for all aspects of the PV system installation and commissioning.

PV System Installer Qualification Guidelines

The Connecticut Clean Energy Fund (CCEF) allows two categories of solar photovoltaic (PV) contractors to participate under the CCEF's residential PV programs as follows:

Eligible PV Contractor:

An Eligible PV Contractor is a company or individual that designs, installs, sells, and services PV systems and equipment to residential customers.

In order to be approved as an Eligible PV Contractor, the PV contractor must demonstrate to the CCEF's reasonable satisfaction that the individuals or subcontractors under the PV contractor's control: (1) are qualified by experience and/or specific training in PV system siting and design, and electrical services; and (2) meet Connecticut's Occupational and Professional licensing requirements. Any subcontractors to be used by a PV contractor must be identified in its response to the CCEF Request for Qualifications, and must be included on all project incentive applications.

In addition, in order to be approved as an Eligible PV Contractor, the PV Contractor must demonstrate to the CCEF's reasonable satisfaction that at least one of its permanent employees has successfully completed a PV installation training course and has been the on-site supervisor (interface between the customer and the installation crew) on at least three PV system installations or has been the lead installer (i.e., has obtained the proper permits personally) on three jobs as a subcontractor.

Eligible Installer Qualification

Provisional PV Contractor:

A Provisional PV Contractor is an individual or company that does not yet qualify as an Eligible PV Contractor due to a lack of PV system installation experience, but is seeking to be qualified as an Eligible PV Contractor by successfully installing three solar installations necessary for eligibility.

In order to be approved as a Provisional PV Contractor, a company or individual must satisfy all of the following requirements:

- (1) One or more employees of the PV Contractor must successfully complete a PV installation training course;
- (2) The PV Contractor must submit, as the project developer on behalf of the project owner, a complete incentive application for one PV project, either residential or commercial, under one of the CCEF's solar incentive programs, with notification that this project is intended to be used to qualify the applicant for "provisional" status. The project must be eligible for one of the CCEF incentive programs in operation at the time of application. The installation may be on any qualifying site, including the installer's home or business;
- (3) The PV Contractor's application to the CCEF for its first PV system installation must be approved in advance by the CCEF as is required for all incentive applications;
- (4) The PV Contractor's PV system installations must pass all required inspections, including municipal, utility and CCEF inspections; and
- (5) The PV Contractor must meet all of the qualifications for an "Eligible PV Contractor" stated on the CCEF website and this "Request for Qualifications" other than the PV experience requirement.

Once approved by the CCEF as a Provisional PV Contractor, the PV contractor can install up to two more projects under a CCEF residential program. If and when all three of the PV system installations pass the required inspections, and otherwise meet CCEF program requirements, the CCEF will, at its sole reasonable discretion, lift the "provisional" designation and approve the PV Contractor as an Eligible PV Contractor.

It should be noted that the CCEF will only include Eligible PV Contractors on the CCEF's Eligible PV Contractor list that is maintained on the CCEF website.

Eligible PV Contractors and Provisional PV Contractors must carry at least \$1 million in general liability insurance in order to participate in CCEF programs.

Eligible PV Contractors and Provisional PV Contractors must notify the CCEF, in writing, if and when any of their key employees and/or subcontractors terminate or otherwise leave the employ of the PV contractor. The failure to notify the CCEF may result in the Eligible or Provisional PV Contractor being terminated from any further participation in CCEF programs.

The CCEF has the sole discretion to grant or terminate PV installer eligibility to participate in any CCEF program.

Section II – Solar Photovoltaic Incentive Program Structure

Disbursement

Rebates are disbursed to the installer in two equal payments, the first following delivery of the equipment to the site, and the second after the system is installed and all inspections have been passed. Installers will determine their own payment structure with the homeowner, although CCEF will not permit the Installer to charge the pre-rebate cost in advance.

Schedule

Applications for new Eligible Installers will be accepted on an ongoing basis. Once selected, Eligible Installers may then solicit customers who may be eligible for rebates under CCEF's rebate program.

Program Process

The process for the program will progress according to the following sequential steps:

- (1) CCEF designates Eligible Installers.
- (2) Eligible Installers solicit customers. Customers who contact CCEF will be provided with the most current list of Eligible Installers. Eligible Installers will provide quotes to potential customers, and customers can select any Eligible Installer from the list.
- (3) Customers and installers then follow the rules of the selected incentive program to determine project eligibility, size and cost, and to produce an application to CCEF for financial assistance.
- (4) CCEF reviews the application and, if all requirements are in order, notifies the Eligible Installer that an incentive is reserved. CCEF will respond within 10 days of receiving the rebate application. See the program descriptions for more information regarding the proper processes.

Section III - Installer Requirements

Installer Responsibility

Eligible Installers are not contractors of CCEF. Eligible Installers are responsible for acquiring customers, conducting site evaluations, completing and submitting all rebate applications to CCEF, obtaining all appropriate permits, complying with all national, state, and local codes and standards; installing the PV systems, and interconnecting the PV system with the local distribution company.

Eligible Installers will be continuously evaluated based on factors such as, but not limited to:

Eligible Installer Qualification

- Accurately and responsibly informing customers about CCEF's program
- Adequately informing customers of all program approvals and schedule requirements
- Responsiveness to CCEF program requirements
- Responsiveness to customers' installation and service needs
- Charging customers rates that are competitive and consistent
- Adhering to all reporting requirements

Eligible Installers are considered the responsible party under the residential programs and will be required to meet all program terms and conditions. Eligible Installers must ensure that all of their subcontractors adhere to the terms and conditions of the program under which the funding was obtained, and that they are properly licensed for the work they perform.

CCEF will investigate any customer complaints. CCEF may revoke an Installer's eligibility to participate in the program at any time if that Installer fails to meet any of the program requirements and/or terms and conditions. Installers whose systems fail two inspections will be required to pay the costs of follow-up inspections.

Insurance

All Eligible Installers and their subcontractors must have commercial general liability insurance and commercial automobile liability insurance as specified under the Standard Terms and Conditions (Attachment A).

Inspections

The owner of the installed system must grant access to the installation site for purposes of system inspection by CCEF's representative in order for the Eligible Installer to receive a rebate.

Reporting

The system owner must agree to report system output to CCEF at least annually for two years. The Party taking responsibility for this requirement must be clearly identified in the Customer Purchase Agreement and in the Rebate Application Form (Attachment B).

Hardware Criteria

All applicable system components must utilize commercially available PV technologies and meet the hardware criteria as specified in the Standard Terms and Conditions (Attachment A), section 6, Hardware Criteria.

Section IV – Application Evaluation

Eligible Installer Qualification

CCEF will evaluate Applications for “Eligible Installer” status based on the following factors, and Eligible Installers will be selected at the sole discretion of CCEF:

Training and Experience

- Quantity and type of work experience
- Presence of any firm-specific skills
- PV certifications, such as NABCEP

Connecticut Presence

- Connecticut offices or representatives
- Use of properly licensed local labor
- Apprentice programs

Customer Relations

- Satisfaction levels obtained from customer references
- Payment and scheduling terms provided to customers

Financial Strength

- Capacity to withstand the cash-flow requirements created by the program’s payment schedule
- Satisfactory credit history

Section V – Application Submission

Application Guidelines

A: Title Page

- Full legal name of applicant
- Business address
- Contact person, name, title, and contact information (address, fax, e-mail, Web address)
- Federal Tax ID

B: Company Description

Please describe your company’s history, current services, number of employees, and location. If located outside of Connecticut, please describe any representative offices you have or will be establishing in Connecticut, any use of local labor, and any apprentice programs that you may have.

C: Relevant Education and Training

Detail and document all relevant education, training, and certifications obtained by firm members who will be directly involved in this program in any capacity, including customer relations, technical planning, and installations of the PV systems. Please include the resumes of key individuals, and a list of all contemplated subcontractors, including the licensed electrical contractor (E-1) as required by Connecticut law. Provide license numbers and relevant certifications where appropriate.

D: Experience with Photovoltaics

Eligible Installer Qualification

Please detail the experience with PV of your firm and that of individuals named in (c) above, including years of experience, number and size of completed installations, noting grid and off-grid installations and geographical service region. Please mention any shading analysis tools used, and provide any other relevant credentials.

E: Customer References

Applicants must provide a complete list of all PV customers, accompanied by the approximate date and a brief description of the systems installed. This list should include the following statement: "I hereby authorize CCEF to contact any of my customers for references." This list will be used solely for purposes of this evaluation process and will be returned to the applicant within 60 days of submission, if requested.

F. Financial Capacity

Please provide evidence that your business has sufficient financial resources to be able to meet the cash-flow requirements of this program (i.e., purchasing and installing the system before receiving the rebate).

- Copies of latest annual financial statements
- Copy of letter to your bank authorizing the bank to provide CCEF with a credit reference or
- Copy of a recent credit report
- List of suppliers including the terms that PV equipment suppliers provide to your company
- Any other documentation you deem relevant to demonstrate financial capacity

G: Customer Terms

Describe your customer practices, including proposed business terms with customers. Please discuss the bidding process, contracting, work timeline, and standard payment terms. Include a copy of your "typical" customer agreement.

H: Marketing Plan

Please describe in one page or less how you plan to market solar PV to educate and acquire residential customers.

I: Attachments

- Eligible Installer Information Form (Attachment B) and Qualification Form (Attachment C)
- Standard Terms and Conditions (Attachment A)
- Proof of insurance as required under 13(b) of the Standard Terms and Conditions. (This certificate need not evidence CCEF, CII, and the State of Connecticut as additional insured at this time [as per 13(a) of the Standard Terms and Conditions], although it will be required subsequent to notification of being accepted as an Eligible Installer.)

Proposal Format

All proposals submitted must be typed or printed using a standard 12-point font and a blank line between paragraphs. Pages must be numbered and attachments and addendum titled. Proposals must be submitted in 4 hard copies and in electronic format on a diskette or compact disk to:

RFP: CCEF-PV-05-004
Director of Project Development
Connecticut Clean Energy Fund
200 Corporate Place
3rd Floor
Rocky Hill, CT 06067

Questions about This Program

Any questions or clarifications about the program should be directed to the Director of Project Development at the Connecticut Clean Energy Fund, 200 Corporate Place, 3rd Floor, Rocky Hill, CT 06067, Attention: Program# CCEF-PV-05-004; or call 860-563-0015.

Section VI – CCEF & State Requirements

CCEF Terms and Conditions

The following additional terms and conditions will be applicable to the program and every proposal received under the program. Please be aware that all terms and conditions provided on CCEF's Web site are for informational purposes only. CCEF reserves the right to amend any terms and conditions, including terms and conditions shown in Attachment A, without notice and at any time prior to the execution of a Letter of Agreement with the Eligible Installer.

Application Conditions

No Commitment; Reserved Rights

¹This Program Opportunity is not an offer and neither this document nor any subsequent discussion shall give rise to any commitment on the part of CCEF or confer any rights on any Applicant unless and until a binding written agreement is executed by CCEF and the Applicant. CCEF reserves the right to reject any or all Applications, to waive defects or irregularities in any Application, to enter into discussions with selected Applicants, to discontinue discussions with any Applicant at any time and for any reason, to correct inaccurate awards, to change the timing or sequence of activities related to this Program Opportunity, to modify, suspend, or cancel this Program Opportunity, and to condition, modify, or otherwise limit awards pursuant to this Program Opportunity.

Applicant's Cost

All costs to the Applicant associated with the preparation of an Application, material preparation for any related investigative or due diligence activities, other than the external review, and any resulting discussions or negotiations shall be borne by the Applicant.

¹ font okay in text from this page on? (until now, it's been Times New Roman)

Applicant Representations

By responding, the Applicant shall be deemed to have represented and warranted: (1) that the Application is not made in connection with any competing applicant submitting a separate response to this Program Opportunity 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 project or application; (2) that the Applicant did not participate in the Program Opportunity development process outside of CCEF's requested public comment period; (3) that no employee of CII or CCEF participated directly or indirectly in the Applicant's Application preparation, other than to answer general questions or provide information generally available to all Applicants; (4) that 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; (5) that the Applicant has not provided any gift or benefit to any state official or employee, other than as set forth on the gift affidavit included as part of the application; (6) that the Applicant has disclosed all affiliates, partnerships, and relationships; and (7) that the information contained in the Application is true, accurate, and complete and includes all information necessary to ensure that the statements therein are not misleading.

Freedom of Information Act

CII, which administers CCEF, is a "public agency" for purposes of the Connecticut Freedom of Information Act (FOIA). Accordingly, upon receipt at the office of CCEF, your Application will be considered a public record or file subject to disclosure under the FOIA. The FOIA includes exemptions for "trade secrets" and "commercial or financial information given in confidence, not required by statute." CII's legislation expands the FOIA exemption to include "all financial and credit information and all trade secrets . . . concerning any applicant, project, activity, technology, product or invention." Only the particular information falling within one of these exemptions can be withheld by CII if made the subject of a public records request under FOIA. CII will not withhold any information unless the Applicant specifically identifies the information that the Applicant considers confidential or proprietary and demonstrates how such information fits into one of the FOIA exemptions set forth above. Upon receipt of information so designated as confidential by an Applicant, CII will review the request and make a determination as to the confidentiality of such information. CII will provide the Applicant with its determination prior to releasing any such information to the public.

Applicants should be aware that (1) CII has no obligation to initiate, prosecute, or defend any legal proceeding or to seek to secure any protective order or other

Eligible Installer Qualification

relief to prevent disclosure of any information pursuant to an FOIA request, (2) the Applicant will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding, and (3) in no event shall CII or any of its officers, directors, or employees have any liability for disclosure of documents or information in the possession of CII which CII, or such officer, director, or employee, in good faith believes to be required pursuant to the FOIA or other requirements of law.

Use of Information and Ownership of Work Product

Except for trade secret or other proprietary information identified as such pursuant to the section above dealing with the Freedom of Information Act, CCEF 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.

State Contracting Requirements

This Program Opportunity and any contract awarded pursuant to this Program Opportunity shall be subject to and incorporate all applicable legal requirements arising under federal or state law, including applicable state statutes and Executive Orders relating to maintenance and examination of records, nondiscrimination, the Americans with Disabilities Act, violence in the workplace, and whistleblower protection. A more complete description of such state contracting requirements is available on request directed to CCEF in accordance with the communications protocol set forth above.

Attachment A - Standard Terms and Conditions **Solar Photovoltaic Rebate Program – CCEF-PV-05-004**

By applying for eligible installer status, the applicant indicates complete agreement with the following terms and conditions:

1. Recitals

- (a) Eligible Installers are those installation firms that are deemed qualified by CCEF and listed on CCEF's Web site at www.ctcleanenergy.com.
- (b) Eligible customers are owners of residences and small municipal, institutional, and nonprofit entities in Connecticut installing systems no greater than ten (10) KW.

2. Rebates

- (a) Subject to these Terms and Conditions and the rules of the relevant incentive program, the Connecticut Clean Energy Fund (CCEF) will pay incentive funds to Eligible Installers for the installation of new, approved, grid-connected photovoltaic (PV) systems. Incentives are available only through Eligible Installers and the full amount must be passed on to customers as an up-front price reduction.
- (b) CCEF retains the right to decline to pay incentives if CCEF determines that the PV system is not installed in a manner consistent with this program, the manufacturers' instructions, and/or generally accepted solar electrical practices.
- (c) Notwithstanding any other provision of these Terms and Conditions, CCEF reserves the right to seek a refund for incentive funds paid if, at any time, it learns that the approved PV system was not installed as required under this program, or if a system was installed prior to CCEF approval of a rebate application. The Eligible Installer agrees that all systems are to be installed in accordance with sound and currently accepted industry standards and practices.
- (e) If all the system components are not delivered to the customer's site and commissioned within 120 days of approval of the rebate, the reservation will be revoked and become void. Exceptions may be made on a limited case-by-case basis.
- (f) CCEF reserves the right, for any reason, to stop approving Incentive Applications at any time without notice.
- (g) Rebates are not available for used equipment or new systems that have been partially or completely installed prior to receiving written approval from CCEF that a rebate has been reserved for that particular installation.
- (h) CCEF reserves the right, for any reason, to reduce the rebates for systems being offered under the program, at any time, through written notice to Eligible Installers. Any reduction in rebate levels will not affect rebates or rebate reservations already approved by CCEF.

3. Pre-Installation Verification

The Eligible Installer must conduct a proper site evaluation to determine the feasibility of installing a PV system on the customer's building before submitting a Rebate Application.

4. Subcontractors

Eligible Installer Qualification

All subcontractors of the Eligible Installer are responsible for adhering to the program Terms and Conditions.

5. Customer Purchase Agreement

Rebates will only be approved for Rebate Application Forms that include a Customer Purchase Agreement acceptable to CCEF that is signed by the Eligible Installer and the customer. A Customer Purchase Agreement must include at a minimum the following:

- System information, including: installation location, a description of the system being purchased and an outline of system specifications, the make and model of major system components, an estimate of annual energy output, data collection responsibilities, warranty provisions, etc.;
- Cost analysis, including: total system cost, the applicable rebate, and a payment schedule. A cost itemization (including a breakdown of system hardware costs that clearly indicates customer costs for panels, inverters, and other components; labor charges; and associated fees) must be provided to CCEF, although it need not be provided to the customer;
- A provision stating that 100% of CCEF's rebate will be passed on to the customer;
- A provision giving CCEF the right to inspect the system;
- A provision requiring the customer to collaborate with CCEF should they prepare any press release or plan any news conference related to the PV system;
- The following language: "Neither CCEF, Connecticut Innovations, Inc., nor the State of Connecticut: (1) endorses the workmanship of any Eligible Installer; nor (2) guarantees, warranties, or in any way represents or assumes liability for any work proposed or carried out by an Eligible Installer. Additionally, CCEF is not responsible for assuring that the design, engineering, and construction of the project or installation of any PV system is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements, or industry standards. CCEF does not make any representations of any kind regarding the results to be achieved by the PV system or the adequacy or safety of such measures";
- Notification that CCEF will not make any payments without proof that all required permits and approvals have been obtained.

6. Hardware Criteria

- (a) All systems must be new and grid-tied. Rebates are not available for used equipment or new systems that have been partially or completely installed prior to receiving written approval from CCEF that a rebate has been reserved for that particular installation. CCEF will consider expansion of existing systems on a case-by-case basis.
- (b) All PV systems must be covered by a 5-year full warranty to the purchaser of the PV system. The warranty must cover all components of the generating system against breakdown or degradation in electrical output of not more than 10 percent from their original rated electrical output. The warranty shall cover the full costs, including labor and repair or replacement of defective components or systems. PV panels must have a 20-year warranty.
- (c) All modules and inverters must be approved by the California Energy Commission for the California Emerging Renewable Buy-Down program or the Florida Solar Energy Center.

The approved lists can be found at:

<http://www.gosolarcalifornia.org/equipment/index.html>

Eligible Installer Qualification

- (d) Metering equipment must satisfy the local distribution company's interconnection requirements and must have the capability to display the cumulative energy production of the system in kWh units. This capability may be satisfied either by the inverter (having data logging capability) or by other metering configurations. Each PV system must include, at a minimum, a register kilowatt-hour meter or an "easy read meter" to read total energy output and a digital indication of power output to show instantaneous system output in kilowatts. The meter must have an accuracy of +/- 5% and certificate of compliance from the manufacturer.

7. Data Reporting Requirement

- (a) Meter readings must be conducted by the Eligible Installer or customer at least annually for two years and energy production data submitted to CCEF annually for two years for each installed system. This provision for meter readings and submission of data must be included in a Customer Purchase Agreement outlining who (the customer or the Eligible Installer) is responsible for data collection and reporting to CCEF.
- (b) All systems, system components, and installations must comply with all applicable laws, regulations, codes, licensing, permit and inspection requirements, including, but not limited to, the Connecticut Building Code, the National Electric Code, and all applicable state, city, town, or local ordinances or permit requirements. All components must be UL listed (or equivalent) where applicable.

8. Interconnection

The Eligible Installer will be required to ensure that all approved PV systems that are designed to be interconnected to the electric grid are in compliance with all interconnection requirements of the applicable utility and all regulatory authorities.

9. Installation Site Visit / Inspections

CCEF and/or its authorized representatives have the right to make a reasonable number of visits to the customer site during and after installation of the PV system, up to 12 months following the completion date of the project to verify program compliance. Such visit(s) will be at a time convenient to the customer. This provision for site inspections by CCEF must be included in the Customer Purchase Agreement.

10. Limited Scope of Review

The scope of review by CCEF of the installation of the PV systems is limited solely to determining whether program terms, conditions, and requirements have been met. It does not include any type of safety review.

11. Title to Equipment

Title to all of the equipment purchased under this program shall vest with the customer purchasing the PV system unless otherwise authorized and approved by CCEF.

12. Indemnification

The Eligible Installer shall protect, indemnify, and hold harmless CCEF, Connecticut Innovations, Inc. (²CII), and the State of Connecticut from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs, and expenses (including, without

² this was denoted as "CII" above--ok to change here?

Eligible Installer Qualification

limitation, attorneys' fees and expenses) imposed upon, or incurred by, or asserted against CCEF, CII, or the State of Connecticut resulting from, arising out of, or relating to the performance of these Terms and Conditions. The obligations of the Eligible Installer under this section shall survive any expiration or termination of these Terms and Conditions, and shall not be limited by any enumeration herein of required insurance coverage.

13. Insurance

- (a) The Eligible Installer, at no additional cost to CCEF, shall maintain or cause to be maintained throughout the term of this program, insurance of the types and in the amounts specified in Section 13(b) of these Terms and Conditions. All such insurance shall be evidenced by insurance policies, each of which shall:
 - (1) name or be endorsed to cover the Eligible Installer as the insured, and CCEF and the State of Connecticut as additional insured;
 - (2) provide that such policy may not be cancelled or modified until at least 30 days after receipt by CCEF of written notice thereof; and (3) be reasonably satisfactory to CCEF in all other respects.
- (b) The types and amounts of insurance required to be maintained are as follows:
 - (1) Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of these Terms and Conditions, with minimum limits of \$1,000,000 with respect to claims arising out of personal injury, sickness, or death of any one person, \$1,000,000 with respect to claims arising out of personal injury, sickness, or death in any one accident or disaster, and \$1,000,000 with respect to claims arising out of property damage in any one accident or disaster; and
 - (2) Commercial automobile liability insurance with respect to motor vehicles owned, licensed, or hired by the Eligible Installer for bodily injury liability, including death and property damage, incurred in connection with the performance of these Terms and Conditions, with minimum limits of \$500,000 with respect to claims arising out of personal injury, sickness, or death of any one person, \$1,000,000 with respect to claims arising out of personal injury, sickness, or death in any one accident or disaster, and \$500,000 with respect to claims arising out of property damage in any one accident or disaster.
- (c) Upon notice of being accepted as an Eligible Installer, prior to commencing any PV installations, the Eligible Installer shall deliver to CCEF certificates of insurance issued by the respective insurers, evidencing the insurance required in Section 13(b) and bearing notations evidencing the payment of the premiums thereon or accompanied by other evidence of such payment satisfactory to CCEF. In the event any policy furnished or carried pursuant to these Terms and Conditions will expire on a date prior to the installation of a PV system, the Eligible Installer, not less than 15 days prior to such expiration date, shall deliver to CCEF certificates of insurance evidencing the renewal of such policies, and the Eligible Installer shall promptly pay all premiums thereon due. In the event of threatened legal action, claims, encumbrances, or liabilities that may affect CCEF hereunder, or if deemed necessary by CCEF due to events rendering a review necessary, upon request the Eligible Installer shall deliver to CCEF a certified copy of each policy.

14. Publicity

- (a) Eligible Installers shall collaborate with CCEF to prepare any press release and to plan for any news conference concerning PV systems installed in this program or any CCEF program information. In addition, the Contractor shall notify CCEF regarding any media interview in which PV systems installed in this program or any CCEF program information are referred to or discussed.
- (b) Commercial promotional materials, advertisements, and informational brochures produced by the Contractor shall credit CCEF and shall be submitted to CCEF for review and recommendations to improve their effectiveness prior to use. The wording of such credit can be approved in advance by CCEF, 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 Contractor within 30 days after receipt of request for approval, the promotional materials or advertisement shall be considered approved. If CCEF and the Contractor do not agree on the wording of such credit in connection with such materials, the Contractor may use such materials, but agrees not to include such credit.
- (c) An Eligible Installer may post only the following information about CCEF-PV-05-004 on its Web site:

The Connecticut Clean Energy Fund (CCEF) provides incentives for the installation of grid-connected solar photovoltaic systems. Under this program, cash rebates are only available for systems purchased through Eligible Installers. As an Eligible Installer, (*Insert Eligible Installer's company name*) is authorized to apply for rebates for approved systems on Connecticut buildings.

For more information about this program visit:

<http://www.ctcleanenergy.com/CleanEnergyIncentives/tabid/57/Default.aspx>.

You can also call 1-860-563-0015 and ask about CCEF's Solar PV incentive programs.

15. Termination

These Terms and Conditions may be terminated by CCEF at any time with or without cause, upon 30 days prior written notice to the Eligible Installer. In such event, rebates shall be paid to the Eligible Installer for approved installations prior to the effective date of termination. Upon receipt of any such notice of termination, the Eligible Installer shall not submit any additional Rebate Application Forms.

16. Changes in the Program

The program and these Terms and Conditions may be changed by CCEF at any time without notice. However, approved applications will be processed to completion under the Terms and Conditions in effect at the time of the approval by CCEF.

17. Release by the Eligible Installer

CCEF-PV-05-004 Rev. A

Eligible Installer Qualification

The acceptance by the Eligible Installer of final payment shall release CCEF from all claims and liability that the Eligible Installer might otherwise have relating to these Terms and Conditions.

18. Miscellaneous

- (a) These Terms and Conditions are the entire Agreement between the parties and supersede all other communications and representations.
- (b) If either CCEF or the Applicant desires to modify these Terms and Conditions, the modification must be in writing and signed by an authorized representative of the party against which enforcement of the modification is sought.
- (c) The Terms and Conditions shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut without regard to its conflicts of laws principles.
- (d) It is expressly understood and agreed that CII is not acting in its individual capacity, and no obligation of CCEF under these Terms and Conditions shall be an obligation of CII individually or of its directors, officers, employees, or agents, and there shall be no recourse or claim under these Terms and Conditions against CII or any such person individually in any circumstances.
- (e) The total rebates paid under these Standard Terms and Conditions shall not exceed \$500,000 to any one Eligible Installer in any calendar or fiscal year. If it appears likely that this event will occur, the Standard Terms and Conditions shall be amended to include a signed gift affidavit as per Public Act 04-245.

I certify that I am, or am authorized to act on behalf of, the Applicant, and I certify that all information provided in this application, including any attachments, is true and correct to the best of my knowledge. I have reviewed the eligibility criteria and I understand that I will be required to provide additional information to CCEF and to verify individual PV system eligibility. I have read and understand the above Terms and Conditions and agree on behalf of the Applicant to abide by them.

Applicant Signature _____ Date _____

Print Name and Title _____

Attachment B - Eligible PV Contractor Information Form - Sample

Company Name: _____

Legal Type (i.e., LLC): _____ EIN# _____

Address: _____

Phone Numbers: _____

List of Key Staff

	Name	<u>E</u> mployee or <u>S</u> ubcontractor	Responsibility Code(s)	NABCEP ¹
1	<i>John Doe</i>	<i>E</i>	<i>IS E1</i>	<input type="checkbox"/>
1				<input type="checkbox"/>
2				<input type="checkbox"/>
3				<input type="checkbox"/>
4				<input type="checkbox"/>

Responsibility Codes:

SD: System Design **IS:** Installation Supervisor **E1:** E-1 licensed electrician

¹NABCEP certification is not required, but is strongly encouraged.

Attachments:

A: Evidence of \$1 million general liability insurance in the name of the business

B: Completed Qualifications Forms for each key employee and subcontractor

Attachment C - Qualifications Form - Sample

Name: _____ Responsibility Code: SD IS E1

Training Courses Taken:

<i>Course Name</i>	<i>Institute</i>	<i>Course Date</i>
1 <i>Design and Installation of PV Systems,</i>	<i>SUNY Farmingdale</i>	<i>Aug 12-16, 2005</i>

1 _____

2 _____

3 _____

Licenses/Certifications:

Please list any relevant licenses and certifications that you possess.

	<u>Lic/Cert #</u>
1 _____	_____
2 _____	_____
3 _____	_____
4 _____	_____

Experience:

Please describe your experience with photovoltaics:

For installation supervisors only: please list your 3 most recent PV installations where you were the lead installer or 10 installations as an apprentice.

Customer Name

kW Size

Phone Number

1 _____

2 _____

3 _____