



**CONNECTICUT
CLEAN ENERGY FUND**

July 24, 2009

To Solar Thermal System Contractors:

On behalf of the Connecticut Clean Energy Fund (CCEF), I invite you to participate in our Solar Thermal Incentive Program (Program), which will be launched in early August. This Program is intended to promote the development of the clean energy technology industry in Connecticut by making federal stimulus funds available for the installation of solar thermal systems designed to provide domestic hot water for residences, as well as commercial, non-profit and governmental sites.

The CCEF is seeking applications from solar thermal (ST) system contractors interested in participating in the Solar Thermal Incentive Program. Participation in the program will be limited to contractors listed by CCEF as “eligible” or “provisional” contractors.

Attached you will find the Request for Qualifications for Solar ST Contractors, CCEF-PV-09-001. The forms required for a complete Application are provided in a separate Microsoft Word file to allow electronic entry. Please note that, as the federal requirements become clearer, there may be some changes in the program rules.

To submit a proposal, please follow these steps:

1. Read the following “Request for Qualifications for Eligible Contractors”
2. Download and complete the “Contractor Qualification Form” including Attachments A, B, C and D found at (*insert hyperlink to Word document*).
3. Submit four (4) hard copies and one (1) electronic copy of your proposal. Electronic copies may be on CD or emailed to info@ctcleanenergy.com.
4. Include all required supplemental information, including:
 - Proof of insurances as detailed in the RFQ.
 - 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 to reviewing your proposals. Thank you for your interest and response to this program.

Sincerely,

David L. Ljungquist
Associate Director of Project Development



CONNECTICUT
CLEAN ENERGY FUND

Request for Qualifications for Eligible and Provisional Contractors

To participate in the

SOLAR THERMAL INCENTIVE PROGRAM

Program Opportunity No.: CCEF-ST-01-001

Effective Date: August 1, 2009

Applications are accepted on a rolling submission basis

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) anticipates a grant of up to \$4 million from funds allocated to the State Energy Plan under the American Reinvestment and Recovery Act of 2009 (the federal economic stimulus package) directed to a new incentive program for Solar Thermal (Hot Water) systems. CCEF intends to launch this new program by September 1, 2009, and intends to administer it in a manner similar to its existing residential and commercial solar photovoltaic programs.

These programs require that consumers use contractors qualified by CCEF. The purpose of this solicitation is to select contractors who are qualified to participate in the new Solar Thermal Incentive Program (Program). It is important to understand that the selected Contractors are not contractors of CCEF or Connecticut Innovations, Inc. (CI). They will operate as independent entities with responsibility for all aspects of the ST system installation and commissioning.

ST System Contractor Qualification Guidelines

CCEF allows two categories of ST contractors to participate under the Solar Thermal Incentive Program as follows:

Eligible ST Contractor:

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

In order to be approved as an Eligible ST Contractor, the ST contractor must demonstrate to the CCEF's reasonable satisfaction: (1) that the contractor is qualified by experience (has completed at least three installations as the prime contractor) and specific training in ST system siting and design, and heating/plumbing services; and (2) that the employees or subcontractors under the ST contractor's control meet Connecticut's Occupational and Professional licensing requirements:

- Must have one or more licensed ST-1 employees on staff, or
- Must affirm that only properly-licensed installers will be used as subcontractors and
- For residential projects, must be registered as a Home Improvement Contractor or New Home Builder

Any subcontractors to be used by an ST contractor must be identified in its response to the CCEF Request for Qualifications, and must be included on all project incentive applications.

Solar Thermal Incentive Program – Request for Qualifications

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

Provisional ST Contractor:

A Provisional ST Contractor is an individual or company that meets all of the requirements given above for "Eligible ST Contractor" with the exception of ST system installation experience. A Provisional ST Contractor is a contractor that is seeking to be qualified as an Eligible ST Contractor by successfully completing the three necessary solar thermal installations.

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

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

Once the first project is approved by CCEF's inspector, the Provisional ST Contractor may repeat this process until three installations have been completed. If and when all three of the ST system installations pass the required inspections, and otherwise meet the Solar Thermal Incentive Program requirements, the CCEF will, at its sole reasonable discretion, lift the "provisional" designation and approve the ST Contractor as an Eligible ST Contractor.

Eligible ST Contractors will be included on the "Eligible ST Contractor" list that is maintained on the CCEF website. Provisional ST Contractors that have successfully completed their first CCEF-inspected installation will also be listed as "provisional," until the three required installations have passed inspection.

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

Eligible ST Contractors and Provisional ST 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 ST contractor. The failure to notify the CCEF may result in the Eligible or Provisional ST Contractor being terminated from any further participation in CCEF programs.

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

Section II – Solar Thermal Incentive Program Structure

Disbursement

Grant monies are disbursed to the contractor after the system is installed and all inspections have been passed. Contractors will determine their own payment structure with the homeowner, although CCEF will not permit the Contractor to charge the pre-incentive cost in advance.

Schedule

Applications for new Eligible or Provisional ST Contractors will be accepted on an ongoing basis. Once selected, Eligible and Provisional ST Contractors may then solicit customers who may be eligible for incentives under CCEF's incentive program.

Program Process

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

- (1) CCEF designates Eligible and Provisional ST Contractors.
- (2) Contractors solicit customers. Customers who contact CCEF will be provided with the most current list of Eligible and Provisional ST Contractors. Contractors will provide quotes to potential customers, and customers can select any Contractor from the list.
- (3) Customers and contractors then follow the rules of the 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 Contractor that an incentive is reserved. CCEF will respond within 10 days of receiving the incentive application. See the program descriptions for more information regarding the proper processes.

Section III - Contractor Requirements

Contractor Responsibility

Eligible and Provisional ST Contractors are not contractors of CCEF. Contractors are responsible for acquiring customers, conducting site evaluations, completing and submitting all incentive applications to CCEF, obtaining all appropriate permits, complying with all national, state, and local codes and standards; and installing the ST systems.

Eligible and Provisional ST Contractors will continuously be evaluated based on factors such as, but not limited to:

- 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

Contractors are considered the responsible party under the residential programs and will be required to meet all program terms and conditions. Contractors 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 any Contractor's eligibility to participate in the Program at any time if that Contractor fails to meet any of the Program requirements and/or terms and conditions. Contractors whose systems fail two inspections will be required to pay the costs of follow-up inspections.

Insurance

All Eligible and Provisional ST Contractors and their subcontractors must have commercial general liability insurance, commercial automobile liability insurance and workers' compensation insurance as specified under the Standard Terms and Conditions (Attachment D).

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 Contractor to receive an incentive.

Hardware Criteria

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

Section IV – CCEF & State Requirements

CCEF Terms and Conditions

The following additional terms and conditions will be applicable to the program. CCEF reserves the right to amend these terms and conditions, and the terms and conditions shown in Attachment D, without notice and at any time prior to the execution of a Letter of Agreement with the Contractor. Program rules, including incentive levels, may be changed at any time, particularly if federal guidelines require modifications.

Application Conditions

No Commitment; Reserved Rights

This Program opportunity is not an offer. CCEF reserves the right to reject any Applications, to waive defects or irregularities in any Application, to enter into discussions with selected Applicants, 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 in connection with this Program opportunity.

Applicant's Cost

Applicant is responsible for his/her costs associated with the Application submitted in response to this Program opportunity.

Applicant Representations

Applicant represents and warrants that:

- (1) the Application is made independent of, and not in collusion with, any other applications submitted in response to this Program opportunity;
- (2) no employee of Connecticut Innovations, Inc. 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, other than as set forth on the gift affidavit included as part of the application;
- (5) the Applicant has disclosed all affiliates, partnerships, and relationships; and
- (6) the information contained in the Application is true, accurate, and complete to the best of Applicant's knowledge and belief.

Solar Thermal Incentive Program – Request for Qualifications

Freedom of Information Act

CI, which administers CCEF, is a “public agency” for purposes of the Connecticut Freedom of Information Act (FOIA). All materials submitted in response to this Program Opportunity are subject to the Freedom of Information Act (FOIA) under the General Statutes of Connecticut. CCEF is not restricted in its right to use or disclose any or all of the materials submitted, except as follows:

1. The FOIA includes exemptions for “trade secrets” and “commercial or financial information given in confidence, not required by statute.” Only the particular information falling within one of these exemptions can be withheld by CCEF if made the subject of a public records request under FOIA. Accordingly, Applicant should specifically and in writing identify to CCEF the information that Applicant claims to be exempt by providing these confidential materials, clearly marked “Confidential.” Upon receipt of information so designated as confidential by an Applicant, CCEF will review the request and make a determination as to the confidentiality of such information. CCEF will provide the Applicant with its determination prior to releasing any such information to the public.
2. Applicant should be aware that (1) CCEF may disclose materials claimed by Applicant to be exempt if in CCEF’s judgment such materials do not appear to fall within a statutory exemption, (2) CCEF 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, (3) Applicant will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding, and (4) in no event shall CCEF, CI, or any officers, directors, or employees thereof have any liability for the disclosure of documents or information in CCEF’s possession where CCEF, CI, or such officer, director, or employee, in good faith believes the disclosure to be required under FOIA or other law.

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.

Section V – Application Evaluation

CCEF will evaluate Applications for “Eligible and Provisional ST Contractor” status based on the following factors, and Eligible and Provisional ST Contractors will be selected at the sole discretion of CCEF:

Training and Experience

- Quantity and type of work experience
- Presence of any firm-specific skills
- ST training (including manufacturers’ courses) and industry certifications, such as NABCEP

Connecticut Presence

- Connecticut offices or representatives
- Use of properly licensed local labor
- Apprentices 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
- Bank reference

Section VI – Application Format

All applications must be submitted on the following form, with attachments typed or printed using a standard 12-point font and a blank line between paragraphs. Pages must be numbered and attachments and addenda titled. Applications must be submitted in 4 hard copies and in electronic format as a *.doc or *.pdf file via email or on a “thumb” drive, DVD or CD to:

RFP: CCEF-ST-09-001
Associate Director of Project Development
Connecticut Clean Energy Fund
200 Corporate Place
3rd Floor
Rocky Hill, CT 06067

Any questions or clarifications about the Program should be directed to the above address, or call 860-563-0015.

For more information about this Program visit:

<http://www.ctcleanenergy.com/solarthermal>

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Application - Eligible ST Contractor Information Form

Company Name: _____

Federal Tax ID# _____ EIN# _____

Street Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____ Fax Number: _____

Website: _____

Contact Person: _____ Email: _____

Company Description

Please describe your company's history, current services, and number of employees. 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. Please describe how you plan to market ST products and services, and to educate and acquire residential customers.

Has firm participated in renewable energy incentive programs in other states? Yes No

If yes, which states? _____

Is firm registered as a Home Improvement Contractor or New Home Builder in Connecticut?

Yes No

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Attachment A – List of Key Staff

Detail and document all relevant education, training, licensing 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 ST systems. Please include the resumes of key individuals, and a list of all contemplated subcontractors, including the licensed solar thermal contractor (ST-1) as required by Connecticut law. Provide license numbers and relevant certifications on the “Individual Qualifications Form” where appropriate. NABCEP certification is not required, but is strongly encouraged. See <http://www.nabcep.org/certification/solar-thermal-installer-certification>

	Name	Employee or Subcontractor	Responsibility Code(s)	Years with firm
1	<i>John Doe</i>	<i>E</i>	<i>IS, ST-1</i>	
1				
2				
3				
4				
5				
6				

Responsibility Codes:

SD: System Design **IS:** Installation Supervisor **ST1:** licensed contractor

ST-2: licensed journeyman **SM:** Sales/Marketing

NOTE: For each of the individuals listed above, please complete an “Individual Qualifications Form” (Attachment B) as shown on the following page.

Experience with Solar Hot Water Systems

Please summarize the experience with ST of your firm, including years of experience, number, type and size of completed installations, noting geographical service region. Identify primary brand(s) of collectors, tanks, controllers used in projects. Please mention any shading analysis tools used, and provide any other relevant credentials.

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Attachment B - Individual Qualifications Form

Name: _____ Responsibility Code: _____

If subcontractor, include city/state address _____

Telephone number (____) ____ - _____ and Email address _____

Training Courses Taken:

	<u>Course Name</u>	<u>Training Organization</u>	<u>Course Date</u>
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____

Example:

	<u>Course Name</u>	<u>Training Organization</u>	<u>Course Date</u>
1	<i>Design and Installation of ST Systems,</i>	<i>SUNY Farmingdale</i>	<i>Aug 12-16, 2005</i>

Licenses/Certifications related to Solar Thermal:

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

(Please attach copies of all licenses or certificates listed above)

Experience:

Please summarize this person's experience with solar hot water systems:

Solar Thermal Incentive Program – Request for Qualifications

Attachment C - Customer References

Applicants must provide a list of up to six ST customers, accompanied by the approximate date and a brief description of the systems installed. 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.

"I hereby authorize CCEF to contact any of my customers for references."				
Customer Name	City/State	System Type/Size	Telephone No.	Date of Project

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 equipment before receiving the incentive amount).

- 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 lines of credit or other terms that ST equipment suppliers provide to your company
- Any other documentation you deem relevant to demonstrate financial capacity; e.g., lines of credit from suppliers

Attachments Required:

- A: Completed Qualifications Forms (Attachment B) for each key employee and subcontractor
- B: Signed copy of Attachment D – Standard Terms and Conditions
- C: Evidence of \$1 million general liability insurance in the name of the business as explained in Section 12. (b) of the Standard Terms and Conditions (Attachment D)
- D: Description of your Customer Terms, including proposed business terms with customers. A copy of your “typical” customer agreement and standard payment terms is sufficient.

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Attachment D - Standard Terms and Conditions

Solar Thermal Incentive Program – CCEF-ST-09-001

By applying for Eligible or Provisional ST Contractor status and signing this attachment, the Applicant indicates complete agreement with the following terms and conditions:

1. Recitals

- (a) Eligible ST Contractors are those installation firms that are deemed qualified by CCEF and listed on CCEF's Web site at www.ctcleanenergy.com.
- (b) Provisional ST Contractors are those firms that are deemed qualified by CCEF in all respects other than experience. They will not be listed on CCEF's website until one installation has been completed, inspected and passed by CCEF.

2. Incentive Payments

- (a) Incentives are available only to Eligible or Provisional ST Contractors
- (b) Subject to these Terms and Conditions and the rules of the relevant incentive program, CCEF will pay incentive funds to Eligible or Provisional ST Contractors for the installation of new, approved, ST systems.
- (c) The full amount of the incentive must be passed on to customers as an up-front price reduction.
- (d) CCEF retains the right to decline to pay incentives if CCEF determines that the ST system is not installed in a manner consistent with this program, the manufacturers' instructions, and/or generally accepted plumbing or ST practices.
- (e) 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 ST system was not installed as required under this Program, or if a system was installed prior to CCEF approval of an incentive application. The Contractor agrees that all systems are to be installed in accordance with sound and currently accepted industry standards and practices.
- (f) If all the system components are not delivered to the customer's site and commissioned within 120 days of approval of the incentive amount, the reservation will be revoked and become void. Exceptions may be made on a limited case-by-case basis.
- (g) CCEF reserves the right, for any reason, to stop approving Incentive Applications at any time without notice.
- (h) Incentives are not available for used equipment or new systems that have been partially or completely installed prior to receiving written approval from CCEF that an incentive has been reserved for that particular installation.
- (i) CCEF reserves the right, for any reason, to reduce the incentive amounts for systems being offered under the Program, at any time, through written notice to Eligible and Provisional ST Contractors. Any reduction in incentive levels will not

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affect incentive amounts or incentive reservations already approved by CCEF.

3. Pre-Installation Verification

The Eligible or Provisional ST Contractor must conduct a proper site evaluation, including shading analysis, to determine the feasibility of installing an ST system on the customer's building before submitting an Incentive Application.

4. Subcontractors

All subcontractors of the Eligible or Provisional ST Contractor are responsible for adhering to the Program Terms and Conditions.

5. Customer Purchase Agreement

Incentives will only be approved for Incentive Application Forms that include a Customer Purchase Agreement acceptable to CCEF that is signed by the Eligible or Provisional ST Contractor and the customer. A Customer Purchase Agreement must include at a minimum the following:

- System information, including: installation location, type of system being purchased, basic system specifications, the make and model of major system components, an estimate of annual energy (Btu) output, warranty provisions, and any other relevant system information;
- Cost analysis, including: total system cost, the applicable incentive amount, 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 incentive amount will be passed on to the customer in the form of an up-front reduction of the system's price;
- 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 ST system;
- The following language: "Neither the Connecticut Clean Energy Fund, Connecticut Innovations, Inc., 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, CCEF is not responsible for assuring that the design, engineering, and construction of the project or installation of any ST 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 ST system or the adequacy or safety of such system.";
- 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. Incentives are not available for used equipment or new systems that have been partially or completely installed prior to receiving written approval from CCEF for the incentive for the specific project. CCEF will consider expansion of existing systems on a case-by-case basis.
- (b) All ST systems must be covered by a 2-year full warranty to the purchaser of the ST system. The warranty must cover all components of the system against breakdown or degradation in output of not more than 10 percent from their original rated output. The warranty shall cover the full costs, including labor and repair or replacement of defective components or systems. ST panels must have a 10-year warranty at a minimum.
- (c) All collectors must be approved by the Solar Rating & Certification Corporation (SRCC), the Florida Solar Energy Center or an equivalent internationally recognized rating agency.
- (d) 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.

7. Output Estimation Requirement

A calculation of net annual Btu output of each proposed system must be provided along with the application. Sufficient detail must be provided to enable CCEF to replicate the results using industry-accepted software programs like F-Chart, TSol, RETScreen or the equivalent.

8. 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 ST 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.

9. Limited Scope of Review

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

10. Title to Equipment

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

11. Indemnification

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The Contractor shall protect, indemnify, and hold harmless CCEF, Connecticut Innovations, Inc. (CI), and the State of Connecticut from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs, and expenses (including, without limitation, attorneys' fees and expenses) imposed upon, or incurred by, or asserted against CCEF, CI, or the State of Connecticut resulting from, arising out of, or relating to the performance of these Terms and Conditions. The obligations of the Contractor 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.

12. Insurance

- (a) The Eligible or Provisional ST Contractor, at no 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 12(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 Contractor 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 or Provisional ST Contractor 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.
 - (3) Workers' Compensation Insurance as required by the laws of Connecticut.
- (c) Upon notice of being accepted as an Eligible or Provisional ST Contractor, prior to commencing any ST installations, the Contractor shall deliver to CCEF certificates of insurance issued by the respective insurers, evidencing the

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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 an ST system, the Contractor, 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 Contractor 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 Contractor shall deliver to CCEF a certified copy of each policy.

13. Publicity

- (a) Eligible and Provisional ST Contractors shall collaborate with CCEF to prepare any press release and to plan for any news conference concerning ST systems installed in this Program or any CCEF program information. In addition, the Contractor shall notify CCEF regarding any media interview in which ST 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 or Provisional ST Contractor may post only the following information about CCEF-ST-09-001 on its Web site:

The Connecticut Clean Energy Fund (CCEF) provides incentives for the installation of solar thermal domestic hot water systems. Under this program, cash incentives are only available for systems purchased through Eligible or Provisional ST Contractors. As an Eligible (or Provisional) ST Contractor, (*Insert Contractor's company name*) is authorized to apply for incentives for approved systems on Connecticut buildings.

14. 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 or Provisional ST Contractor. In such event, incentives shall be paid to the Contractor for approved installations prior to

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the effective date of termination. Upon receipt of any such notice of termination, the Contractor shall not submit any additional Incentive Application Forms.

15. 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.

16. Release by the Contractor

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

17. 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 CI is not acting in its individual capacity, and no obligation of CCEF under these Terms and Conditions shall be an obligation of CI individually or of its directors, officers, employees, or agents, and there shall be no recourse or claim under these Terms and Conditions against CI or any such person individually in any circumstances.
- (e) The total incentive amounts paid under these Standard Terms and Conditions shall not exceed \$500,000 to any one Contractor 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 ST 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 _____