



Connecticut  
Clean Energy Fund  
Investing in the Power of Tomorrow

# Residential Solar PV Program

## REQUEST FOR PROPOSALS FROM SOLAR PHOTOVOLTAIC INSTALLERS

**July 23, 2004**



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## Section I - Overview

### Summary

The Connecticut Clean Energy Fund (CCEF) has designed a rebate incentive program for the installation of solar photovoltaic (PV) systems on residences in Connecticut. The purpose of this RFP is to select a limited number of installers, who will be eligible to participate in that program. Eligible Installers will be 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.

The residential PV program is a 3 year program that we expect to begin in early fall. It will provide rebates totaling \$1,800,000. Initially, CCEF is releasing a block of \$500,000, to be able to monitor performance under the program. Systems may be of any size but must be grid-connected. The program will subsidize \$5.00 per Watt,<sup>1</sup> for the first 5kW of system and installation costs, resulting in a maximum rebate of \$25,000. All payments will be made to the installer, and customers must receive the entire benefit of the lower cost in full. Rebates are available on a first come – first served basis.

### Background – Connecticut Clean Energy Fund

The Connecticut Clean Energy Fund (CCEF) is the name given to the Renewable Energy Investment Fund created by Section 16-245n of the Connecticut General Statutes. It is financed by a surcharge levied against electrical ratepayers of the State of Connecticut. The Fund is administered by Connecticut Innovations, Incorporated (“CI”), which is a quasi-public agency of the State of Connecticut.

CCEF promotes investment in renewable energy sources in accordance with a comprehensive plan developed to foster the growth, development and commercialization of renewable energy sources, related enterprises and stimulate demand for renewable energy and deployment of renewable energy sources, which serve end use customers in this state. Such expenditures include grants, direct or equity investments, contracts and other actions that support the research, development, manufacture, commercialization, deployment and installation of renewable energy technologies, and actions which expand the expertise of individuals, businesses and lending institutions with regard to renewable energy technologies.

### Introduction to Photovoltaics

Photovoltaic (PV), a form of solar energy, is an important renewable energy technology that is non-polluting, reliable, and commercially available. Connecticut does not currently possess solar cell manufacturing facilities, but there are several ways in which the technology can be

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<sup>1</sup> The rebate is based on PTC which stands for "PVUSA Test Conditions." The PTC watt rating is lower than the "Standard Test Conditions" (STC), a watt-rating used by manufacturers. See California Energy Commission website: [www.consumerenergycenter.org/erprebate/eligible\\_pvmodules.html](http://www.consumerenergycenter.org/erprebate/eligible_pvmodules.html)

advanced within the State for both energy production and economic development. CCEF's role is to promote the use of this technology, increase public awareness of PV, and to build the infrastructure by which this technology can become commercially viable.

## **Program Purpose**

The purpose of CCEF's Photovoltaic program is to stimulate the PV market in Connecticut and demonstrate the use of PV systems as a viable distributed power generation resource within the state. The program is offered with the intent of increasing the number of PV installations on residences in Connecticut to achieve the following goals:

- reduce barriers to installation
- relieve electrical load congestion
- provide highly visible application of photovoltaic systems
- promote environmental benefits of photovoltaics

## **Section II – Program Structure**

### **Funding**

The total funding available for rebates under this program will be \$1,800,000. The program will begin with an initial block of \$500,000. Program performance and compliance will be assessed before additional funding blocks are released.

### **Disbursement**

The rebate will be paid to the installer and must be passed along to the customer in full. The installers will determine their payment structure with the homeowner, although charging the pre-rebate cost in advance is not permitted. Rebate payments will be made following successful commissioning of the system. The timing of disbursement is discussed below under program process.

### **Program Schedule**

This Residential Solar PV Rebate Program will be open for three years on a rolling basis, starting once the selected Eligible Installers are announced.

Applications for installers to participate in this program are due August 27, 2004. Once selected, eligible installation companies may solicit customers who will be eligible for rebates under this program, as detailed under Program Process, below. The rebate program will remain open until September 30, 2007 or until all funds are reserved. Installations must be completed within 3 months of the date of notification of rebate reservation. Extensions may be granted at CCEF's sole discretion. Continuing requests for extensions may be grounds for suspension of installer eligibility.

## **Program Process**

The process for the program is as follows:

- 1) CCEF designates Eligible Installers.
- 2) Eligible Installers solicit customers. Homeowners who contact CCEF will be provided with the entire list of Eligible Installers. Eligible Installers provide quotes to their potential customers and homeowners select who they wish to do business with.
- 3) Homeowners enter into a Customer Purchase Agreement, which includes all provisions contained in Attachment A, with their selected Eligible Installer.
- 4) The Eligible Installer submits an application for rebate reservation to CCEF (Attachment B).
- 5) CCEF reviews the application and, if all requirements are in order, notifies the Eligible Installer that the rebate is reserved. CCEF will respond within 20 days of receiving the rebate application.
- 6) The Eligible Installer installs the solar PV system.
- 7) Installer notifies CCEF immediately of system “commissioning.”
- 8) CCEF’s representative may inspect the system for program compliance at any time.
- 9) The Eligible Installer submits the Request for Rebate Payment (Attachment C) along with required attachments.
- 10) CCEF will pay the rebate to the Eligible Installer, who reduces the customers’ final bill by the total amount of the rebate. Payment will be made within 30 days of receiving the Request for Rebate Payment if all requirements are in order.

## **Section III - Program Requirements**

### **Installer responsibility**

Eligible Installers will be 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 also be continuously 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
- Adhering to all reporting requirements

Eligible Installers will be considered the responsible party under this program and will be required to meet all program terms and conditions, even for systems installed partially or completely by others. Eligible Installers will require that all their subcontractors adhere to all program terms and conditions.

CCEF will investigate any customer complaints. CCEF may revoke installer eligibility at any time if an Eligible Installer fails to meet all program requirements, terms and conditions. Installers whose systems fail three inspections will pay the costs of follow up inspections.

### **Rebate**

The rebate is intended to lower the cost of new PV systems for end-use customers. It must be passed along in full to the homeowner. Eligible Installers may not require customers to pay in full and wait for reimbursement of the rebate.

### **Renewable Energy Credits**

Any renewable energy credits generated from the PV system will be the property of the system owner to sell, retire, or transfer as desired.

### **Insurance**

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

### **Inspections**

The owner of the system must grant access to the installation site for purposes of system inspection by CCEF's representative.

### **Reporting**

Either the Eligible Installer or the system owner must agree to report system output to CCEF at least two times per year for two years.

### **Hardware Criteria**

All applicable system components must utilize commercially available PV technologies and meet the hardware criteria as specified in Attachment A: Standard Terms and Conditions, 8. Hardware Criteria.

## **Section IV – Proposal Evaluation**

Proposals will be evaluated based on the following factors:

#### **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 local labor
- Apprentice programs

#### Customer Relations

- Quality of marketing plan
- 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

## Section V – Proposal Submission

### Proposal Guidelines

**Note:** Marking CONFIDENTIAL on any competitive information may exempt those sections of your proposal from Freedom of Information Act disclosures.

#### A: Title Page

- Full legal name of applicant
- Business address
- Contact person, name, title and contact information (address, fax, email, 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.

#### D: Experience with Photovoltaics

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
- 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 residential customers. Please discuss the bidding process, contracting, work timeline, and standard payment terms.

#### **H: Marketing plan**

Please detail how you plan to market solar PV to educate and acquire residential customers.

#### **I: Attachments**

- Signed Standard Terms and Conditions (Attachment A)
- Proof of insurance as required under 14(b) of the Standard Terms and Conditions. (This certificate need not evidence CCEF, CI, and the State of Connecticut as additional insureds at this time (as per 14(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 10 hard copies and in electronic format on a diskette or compact disk no later than 3:00 p.m. on August 27, 2004 to:

RFP: CCEF-PV-04-003  
Connecticut Clean Energy Fund  
999 West Street  
Rocky Hill, CT 06067

#### **Questions about this program**

Any questions or clarifications about the program should be directed to Charles Moret or Heather Utter at the Connecticut Clean Energy Fund, 999 West Street, Rocky Hill, CT 06067, and Attention: Program# CCEF-PV-04-003 or call 860-563-0015.

### **Ambiguity or Error in this Program Document**

If an applicant discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the applicant shall immediately notify CCEF of such error in writing and request modification or clarification of the document. Clarifications will be given by posting on CCEF's website, without divulging the source of the request for clarification. CCEF shall not be responsible for failure to correct errors.

### **Modifying or Withdrawing Proposal**

#### Withdrawal/Modification

An applicant may withdraw a submitted/approved application, but modification is not permitted.

#### Immaterial Defect

CCEF may waive any immaterial defect or deviation contained in an application. CCEF's waiver shall in no way modify the proposal or excuse the successful applicant from full compliance.

## **Section VI – CCEF & State Requirements**

### **CCEF Terms and Conditions**

The following additional terms will be applicable to the program and every proposal received under the program.

#### **A. No Commitment**

This program does not commit CCEF to enter into a contract or similar undertaking with the applicant, any organization associated with the applicant, or any other organization. CCEF reserves the right to enter into relationships with more than one applicant. CCEF also reserves the right to suspend or modify the program process or to issue a new Request for Proposals for this program that would supersede and replace this one.

#### **B. Applicant's Cost**

The applicant and/or the applicant's organization is responsible for all costs associated with the participation in this program process. These costs include, but are not limited to, costs incurred in the preparation of the proposal, the cost to conduct any investigative and other diligence activities, and costs associated with participation in any discussions or meetings.

#### **C. Discussions Not Binding**

The participation of the applicant's organization in this process might result in further discussions with the CCEF. The commencement of such discussions, however, does not signify a commitment by CCEF to execute a contract or to continue discussions with respect to the

applicant's organization. Any party involved in these discussion or meetings can terminate contact at any time and for any reason.

**D. No Contract or Other Rights**

This program does not constitute an offer by CCEF. Moreover, even if the CCEF initially elects to enter into discussions with a party as a result of this program process, no binding contract, obligation to negotiate or discuss, nor any other obligation shall be created unless a binding agreement is executed by the CCEF and the concerned parties. Any recommendations or conclusions from this program process concerning the applicant shall not constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, and statutory law of Connecticut. The applicant waives any right it may have to bring any claim, whether in damages or equity, against the CCEF, its agents and employees, with respect to any matter arising out of any process associated with this program.

**E. Reserved Rights**

CCEF reserves the right, in its sole discretion, to reject any or all proposals, to waive any minor irregularities or informalities in a proposal, and to enter into any agreement deemed by CCEF to be in the best interest of the rate payers of the State of Connecticut. CCEF may enter into agreements with one or more of the applicants. CCEF reserves the right to discuss with the selected applicant(s) any terms and conditions, including financial issues, for any proposed project.

**F. No Expectation of Confidentiality**

Except as expressly provided in the section dealing with the Freedom of Information Act below, CCEF is not restricted in its rights to use or disclose any or all of the information contained in any applicant's proposal, and can do so without compensation to any applicant or applicant's organization. The CCEF shall not be bound by any language in any applicant's proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

**G. Governmental Requirements**

Any contract awarded as a result of this program shall be in full conformance with all applicable federal, state and municipal laws, statutes, regulations and ordinances. Connecticut's laws and statutes are available through the Secretary of State.

**H. Timing and Sequence**

Timing and sequence of events resulting from this program shall ultimately be determined by CCEF.

**I. Other Reserved Rights**

- a. CCEF reserves the right to amend or cancel this program, prior to the due date and time, if it believes that doing so is in the best interests of the ratepayers of the State of Connecticut and / or CCEF.
- b. CCEF reserves the right to reject the proposal of any applicant that is in default of any prior contract with the State of Connecticut or any agency or instrumentality thereof or has made a material misrepresentation thereunder.

- c. CCEF reserves the right to condition, modify or otherwise limit any and all CCEF funding awards on any specific project so as to avoid unnecessary duplication or overlap of efforts within a proposal or between proposals receiving CCEF funding.
- d. CCEF reserves the right to correct inaccurate awards resulting from its clerical errors. Proposals are subject to rejection if they limit or modify any of the terms and conditions or specifications of this program.

**J. Additional Information**

An applicant, if so requested, shall be prepared to present evidence of sufficient historical experience, ability, service facilities, and financial standing for it to be able to perform all undertakings, duties, and obligations set forth or implied in its proposal.

**K. Representations Relating to Program**

By responding, the applicant shall be deemed to have represented and warranted that the proposal is not made in connection with any competing applicant submitting a separate response to this program, and is, in all respects, fair and without collusion or fraud; and that the applicant did not participate in the program development process and had no knowledge of the specific contents of the program prior to its issuance. Furthermore, the applicant represents and warrants that no employee of CI, CCEF or any other agency or instrumentality of the State of Connecticut participated directly or indirectly in the applicant's proposal preparation.

The proposal shall include a summary of the applicant's experience with affirmative action. This information is to include a summary of the applicant's affirmative action plan and its affirmative action policy statement. CCEF is an equal opportunity and affirmative action employer and does not discriminate in its hiring, employment, or business practices. CCEF is committed to complying with the Americans with Disabilities Act of 1990 and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services or activities.

**State Contracting Requirements**

**1. Audit: Books and Records**

- (a) CCEF, CI and/or State of Connecticut auditors may audit an Eligible Installer for compliance with this program.
- (b) CCEF, CI and/or its representatives shall have the right at reasonable hours to examine any books, records and other documents of the Eligible Installer or its subcontractors pertaining to work in connection with the project or the performance of the obligations of Eligible Installer to CCEF under the contract and shall allow such representatives free access to any and all such books and records. CCEF will give the Eligible Installer at least twenty-four (24) hours notice of such intended examination. At CCEF's request, the Eligible Installer shall provide CCEF with hard copies of or magnetic disk or tape containing any data or information in the possession or control of the Eligible Installer which pertains to the project or the performance of the obligations of Eligible Installer to CCEF under the contract. The Eligible Installer shall incorporate this paragraph verbatim into any agreement it enters into with any subcontractor providing services in connection with the project or the performance of the obligations of Eligible Installer to CCEF under the contract. The Eligible Installer shall retain and maintain accurate records and documents relating to performance of services in connection with the project or the performance of the obligations of Eligible Installer to

CCEF under the contract for a minimum of three (3) years after the final payment by CCEF and shall make them available for inspection and audit by CCEF.

## **2. Freedom of Information Act**

CI, 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 proposal 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.” CI’s own 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 CI if made the subject of a public records request under FOIA. **Therefore, an applicant should specifically identify those particular sentences, paragraphs, pages, sections or exhibits that it claims to be exempt, setting forth an explanation and rationale for such claim of exemption sufficient to justify withholding such information if a public records request is made. The explanation and rationale should be stated in terms of the prospective harm to the competitive position of the applicant that would result if such information were released.** Between the applicant and CI, the final administrative authority to release or withhold any or all material rests solely with CI, subject to adjudication by the Connecticut Freedom of Information Commission should an applicant’s confidentiality request be challenged.

Applicants should be aware that (i) CI 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, (ii) the applicant will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding, and (iii) in no event shall CI or any of its officers, directors or employees have any liability for disclosure of documents or information in the possession of CI which CI, or such officer, director or employee, in good faith believes to be required pursuant to the FOIA or other requirements of law.

In the event of a public records request for a proposal, CI may request, and each applicant by submission of a proposal agrees promptly to provide to CI, a version of such proposal from which all information for which an FOIA exemption has been claimed has been redacted.

## **3. Americans with Disabilities Act**

This clause applies to those Eligible Installers which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of the contract. The Eligible Installer represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Eligible Installer to satisfy this standard either now or during the term of the contract as it may be amended will render the contract voidable at the option of CI or CCEF upon notice to the Eligible Installer. The Eligible Installer warrants that it will hold CI and CCEF harmless from any liability which may be imposed upon CI or CCEF as a result of any failure of the Eligible Installer to be in compliance with this Act.

## **4. Non-Discrimination and Executive Orders**

- (a) For the purposes of this Section, (i) “minority business enterprise” means any small contractor or supplier of materials fifty-one percent (51%) or more of the capital stock, if any, or assets of which is owned by a person or persons: (A) who are active in the daily affairs of the enterprise, (B) who have the power to direct the management and policies of the enterprise, and (C) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes Sec. 32-9n; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (ii) “Commission” means the Commission on Human Rights and Opportunities; and (iii) “Public works contract” means any agreement between any individual, firm or corporation and CCEF or any political subdivision of Connecticut other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by CCEF, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
- (b) (i) The Eligible Installer agrees and warrants that in the performance of the contract such Eligible Installer 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 or physical disability, including, but not limited to, blindness, unless it is shown by such Eligible Installer that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of Connecticut. The Eligible Installer 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, or physical disability, including, but not limited to, blindness, unless it is shown by the Eligible Installer that such disability prevents performance of the work involved; (ii) the Eligible Installer agrees, in all solicitations or advertisements for employees placed by or on behalf of the Eligible Installer, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (iii) the Eligible Installer agrees to provide each labor union or representative of workers with which the Eligible Installer has a collective bargaining agreement or other contract or understanding and each vendor with which the Eligible Installer has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker’s representative of the Eligible Installer’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (iv) the Eligible Installer agrees to comply with each provision of this section 4 and C.G. S. Secs. 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C. G. S. Sec. 46a-56, C. G. S. Sec. 46a-68e and C. G. S. Sec. 46a-68f; (v) the Eligible Installer agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Eligible Installer as they relate to the provisions of this section 4 and C. G. S. Sec. 46a-56. If the contract is a public works contract, the Eligible Installer agrees and warrants that it

will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Eligible Installer's good faith efforts shall include, but not be limited to, the following factors: The Eligible Installer's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Eligible Installer shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Eligible Installer shall include the provisions of subsection (b) of this section 4 in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with CCEF and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Eligible Installer shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C. G. S. Sec. 46a-56; provided if such Eligible Installer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Eligible Installer may request CCEF to enter into any such litigation or negotiation prior thereto to protect the interests of CCEF and CCEF may so enter.
- (f) The Eligible Installer agrees to comply with the regulations referred to in this section 4 as they exist on the date of the contract and as they may be adopted or amended from time to time during the term of the contract and any amendments thereto.
- (g) The Eligible Installer agrees to the following provisions: The Eligible Installer agrees and warrants that in the performance of the contract such Eligible Installer 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 Connecticut and the employees are treated when employed without regard to their sexual orientation; the Eligible Installer agrees to provide each labor union or representative of workers with which such Eligible Installer has a collective bargaining agreement or other contract or understanding and each vendor with which such Eligible Installer has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Eligible Installer's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Eligible Installer agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C. G. S. Sec. 46a-56; the Eligible Installer agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Eligible Installer which relate to the provisions of this section 4 and C. G. S. Sec. 46a-56.

- (h) The Eligible Installer shall include the provisions of paragraph (g) of this section 4 in every subcontract or purchase order entered into in order to fulfill any obligation of the contract and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Eligible Installer shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C. G. S. Sec. 46a-56; provided, if such Eligible Installer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Eligible Installer may request CCEF to enter into any such litigation or negotiation prior thereto to protect the interests of CCEF and CCEF may so enter.

The contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, the contract may be canceled, terminated or suspended by the Connecticut Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to the contract. The parties to the contract, as part of the consideration thereof, agree that said Executive Order No. Three is incorporated therein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that Connecticut Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the contract is completed or terminated prior to completion.

The Eligible Installer agrees, as part consideration hereof, that the agreement is subject to the Guidelines and Rules issued by Connecticut Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with CCEF and Connecticut Labor Commissioner.

The contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, the contract may be canceled, terminated or suspended by the contracting agency or Connecticut Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be party to the contract. The parties to the contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and Connecticut Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

The contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the contract may be canceled, terminated or suspended by the contracting agency or Connecticut for violation of or noncompliance with said Executive Order No. Sixteen. The parties to the contract, as part of the consideration hereof, agree that Executive Order No. Sixteen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order. In addition, the Eligible Installer agrees to include this provision in all contracts with its contractors, subcontractors and vendors.

## **5. Eligible Installer Certification**

The Eligible Installer certifies that the Eligible Installer has not been convicted of bribery or attempting to bribe an officer or employee of CCEF, nor has the Eligible Installer made an admission of guilt of such conduct which is a matter of record.

## **Attachment A**

# **Standard Terms and Conditions – CCEF-PV-04-003**

### **1. Recitals**

- (a) Eligible Installers are those installation firms that are approved by CCEF under their RFP# CCEF-PV-04-003 and listed on CCEF's website at [www.ctcleanenergy.com](http://www.ctcleanenergy.com)
- (b) Eligible customers are owners of 1- to 4-family residences in Connecticut.

### **2. Rebates**

- (a) Subject to these Terms and Conditions, the Connecticut Clean Energy Fund ("CCEF") will pay rebates to Eligible Installers for the installation of new, approved, grid-connected photovoltaic ("PV") systems on Connecticut residences. Rebates are only available through Eligible Installers and rebates must be passed on, in full, to customers. Eligible Installers may not require customers to pay the full costs and then wait for reimbursement from CCEF.
- (b) CCEF retains the right to decline to pay rebates 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 rebates 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.
- (d) CCEF shall pay the approved rebate for an approved system, upon receiving proof that all approved system components and equipment have been delivered to a customer's site and the PV system is successfully operating, interconnected, and approved by the utility, inspected and approved by all authorities having jurisdiction and/or after a CCEF system inspection to verify whether a system is properly installed.
- (e) If all the system components are not delivered to the customer's site and commissioned within 90 (ninety) 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 Rebate Application Forms 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 an end-use PV system on the customer's home before submitting a Rebate Application.

### **4. Sub-contractors**

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, including an electrical schematic, 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, identification and location of easy-to-read meter, references to UL listing, etc.;
- Cost analysis, including: total system and itemized costs (including a breakdown of system hardware costs that clearly indicates customer costs for all panels, inverters, and other components, labor charges and associated fees), applicable rebates, and payment schedule;

- 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) guaranties, 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. Cost of Equipment**

The Eligible Installer shall provide CCEF with copies of all invoices (including all materials, labor, and equipment costs) reflecting the total costs of purchasing the PV systems in the project (including the rebate). The invoices shall include a breakdown of all PV system components purchased for installation under these terms and conditions. In addition, CCEF may request any other reasonable documentation or verification of the cost to the customer of purchasing and installing the PV System.

## **7. System Output, Orientation, and Shading Analysis**

The Eligible Installer shall prepare an estimate of annual output using the Clean Power Estimator or a similar tool acceptable to CCEF. An orientation and shading analysis must also be completed and included as part of a Rebate Application Form.

## **8. 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 ten 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 [www.consumerenergycenter.com/erprebate/equipment.html](http://www.consumerenergycenter.com/erprebate/equipment.html) and [www.fsec.ucf.edu/pvt/buyinstallpv/pvapprovals/approvals1.htm](http://www.fsec.ucf.edu/pvt/buyinstallpv/pvapprovals/approvals1.htm)
- 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. Meter readings must be conducted by the Eligible Installer or customer at least two times per year for two years and energy production data submitted to CCEF two times per year, 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.
- e) 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.

## **9. 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 utilities and all regulatory authorities.

#### **10. Installation Site Visit / Inspections**

(a) CCEF and/or their 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.

#### **11. 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.

#### **12. 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.

#### **13. Indemnification**

The Eligible Installer 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 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.

#### **14. 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 14(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 insureds; (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 in respect of claims arising out of personal injury or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and (2) Commercial automobile liability insurance in respect of 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 in respect of claims arising out of personal injury, or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$500,000 in respect of 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 14(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.

## **15. 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 thirty 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-04-001 on its website:

The Connecticut Clean Energy Fund (CCEF) is providing rebates of \$5.00 per watt (maximum \$25,000) for the installation of approved, grid-connected, PV systems. Under the CCEF program, cash Rebates are only available for PV systems purchased through an Eligible Installer. As an Eligible Installer, (*Insert Eligible Installer's company name*) is authorized to apply for rebates for approved systems on Connecticut residences.

For more information about this program visit [www.ctcleanenergy.com](http://www.ctcleanenergy.com) (*Set up link so it goes right to Solar Photovoltaics page.*) You can also call 1-860-563-0015 and ask about CCEF's residential PV rebate program.

## **16. 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.

## **17. 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.

## **18. Release by the Eligible Installer**

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.

## **19. Miscellaneous**

- (a) These Terms and Conditions and the RFP# CCEF-PV-04-003, which is hereby incorporated by reference, are the entire Agreement between the parties and supersede all other communications and representations. If and to the extent there is a conflict between these Terms and Conditions and the RFP, these Terms and Conditions will prevail.
- (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 an 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 \_\_\_\_\_

## Rebate Application Form

### Residential Photovoltaic Program

#### Installer

Name of Installer \_\_\_\_\_ Application Date: \_\_\_\_\_

Expected Date of Installation: \_\_\_\_\_ Expected Date of Interconnection \_\_\_\_\_

#### Owner

Owner Name: \_\_\_\_\_ Phone Number \_\_\_\_\_

Installation Address: \_\_\_\_\_

Utility Service Territory: ☐ CL&P ☐ U.I. ☐ Municipality

Building or Customer type: ☐ Single Family ☐ 2 Family ☐ 3 Family ☐ 4 Family

House Square Footage: \_\_\_\_\_

Household Income of Owner: ☐ 0 < \$50k ☐ \$50k < \$100k ☐ \$100k < \$150k ☐ > \$150k

#### Equipment

PV panel manufacturer \_\_\_\_\_ Model \_\_\_\_\_

Inverter manufacturer \_\_\_\_\_ Model \_\_\_\_\_

Nameplate capacity in kW (PTC) \_\_\_\_\_

Estimated kWh annual output (DC) \_\_\_\_\_ (AC) \_\_\_\_\_

Electrical use that will be offset by the PV System \_\_\_\_\_ %

If Batteries are part of this system, what is their capacity: \_\_\_\_\_

#### Rebate

Estimated total installed system cost before rebate: \$ \_\_\_\_\_

Rebate Amount: \$ \_\_\_\_\_ \$5.00 \* Watt (PTC nameplate capacity)

#### Attachment Checklist: (All items must be included)

- ☐ Photocopy of owner's drivers license, passport, or state ID
- ☐ Shading analysis results
- ☐ Signed copy of Customer Purchase Agreement with a detailed breakdown of costs.

#### Certification Statement -

I certify that all information provided in this application, including worksheets, analyses, permits and approvals, is true and correct to the best of my knowledge. The installer agrees to pass along the rebate to the customer in full.

Installer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

All forms and attachments should be sent to:

Connecticut Clean Energy Fund

Residential PV Program: Rebate Application

999 West Street

Rocky Hill, CT 06067

#### For Internal Use Only

CCEF Rebate No. \_\_\_\_\_ Date Received: \_\_\_\_\_

Completed Form and All Required Attachments ☐ Yes ☐ No

Date approved: \_\_\_\_\_

## Payment Request Form

### Residential Photovoltaic Program

Name of Eligible Installer \_\_\_\_\_

Owner Name: \_\_\_\_\_ Phone Number \_\_\_\_\_

Installation Address: \_\_\_\_\_

Date all equipment delivered to customer site \_\_\_\_\_

Actual Date of Installation: \_\_\_\_\_

Actual Date of Interconnection: \_\_\_\_\_

Total Approved Rebate Amount: \_\_\_\_\_

**Attachment Checklist:** (All items must be included)

- ☐ Itemized packing slip for all system components signed by customer
- ☐ Proof of utility interconnection and proof of approval by all authorities having jurisdiction.

**Certification Statement:**

I certify that all information provided in this application, including attachments, is true and correct.

Installer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

All installation and interconnection responsibilities have been completed by the installers as agreed to in the Customer Purchase Agreement, to the best of my knowledge.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

All forms and attachments should be sent to:  
Connecticut Clean Energy Fund  
Residential PV Program: Rebate Application  
999 West Street  
Rocky Hill, CT 06067

**For Internal Use Only**

CCEF Rebate No. \_\_\_\_\_ Date Received: \_\_\_\_\_

Satisfactory independent inspection report received: \_\_\_\_\_

Completed form and all required attachments ☐ Yes ☐ No

Date approved: \_\_\_\_\_ Payment authorized: \_\_\_\_\_