

## **Inclusive Prosperity Capital (IPC) Solar Power Purchase Agreement – Contractor Eligibility Application**

**Applications will not be approved until all required documents have been submitted to IPC's satisfaction.**

Eligible Solar Contractors contract with IPC to engineer, design and construct solar PV systems.

To qualify as an Eligible Solar Contractor, applicant companies must be qualified by experience and specific training in PV system siting, design and electrical services.

Eligible Solar Contractors must have:

- Been in business for at least three (3) years at the time of application
- Installed of at least three (3) commercial scale PV systems, each with a capacity greater than or equal to 50 kW DC within the last 18 months.

### **Application Checklist**

Eligible Solar Contractors must provide the following documentation:

- **Executed IPC Contractor Compliance Agreement** – See Exhibit A
- **Financial Capacity** – Two years audited financial statements (including income/operating statement, statement of cash flows, and balance sheet) or tax returns.
- **Resumes** – Provide resumes for key individuals listed in the Application.
- **Master Electrician License** – Provide a copy of a current Master Electrician License for at least one permanent employee or subcontractor.
- **NABCEP Certificate** – Provide a copy of the NABCEP Entry Level Passing Score Achievement Certificate, or full NABCEP certification for at least one permanent employee.
- **Additional Licenses, Education and Training** – Provide copies of any additional licenses, education and training obtained by permanent employees or subcontractors who will be directly involved in constructing solar PV systems under the Solar PPA Program.

- **Subcontracting Agreement** – If your company plans to utilize subcontractors to install PV systems under the Solar PPA Program, please submit a copy of a template subcontracting agreement. The agreement should be on your company's letterhead, and include the following details:

- Signature of the subcontractor and a representative of your company
- Length of time your company and the subcontractor will be working together
- Subcontractor's primary responsibilities; and
- Any other relevant terms

If your company changes subcontractors after becoming an Eligible Solar Contractor, you must notify IPC in writing within five (5) business days of the change. Your company must also submit an updated subcontracting agreement, and any other applicable documents. IPC reserves the right to request additional information regarding subcontractors.

- **Customer References** – Applicants must provide a list of up to three (3) prior commercial scale PV customers and appropriate contact information, including name, title, email address and phone number. IPC staff may contact all references provided.
- **Insurance Requirements** – All Eligible Solar Contractors and subcontractors must meet the Solar PPA Program requirements as described in Exhibit B.

### **The Application process:**

1. Contractor shall submit an Application to IPC via email to [solar@inclusiveteam.org](mailto:solar@inclusiveteam.org)
2. Each Application will be evaluated for completeness and consistency with the documentation requirements outlined above. IPC will review the Application and request missing documentation.
3. When a complete Application has been submitted, IPC staff will meet internally to review the Application. **Applications may be rejected at the sole discretion of IPC.**
4. A letter notifying the contractor of IPC's approval or denial of the Application will be sent via e-mail within 30 days.

## Solar PPA Program Requirements

### **Legal Compliance and Accuracy of Information**

All PV systems must comply with applicable federal, state and local law, regulation, code, licensing, permit and inspection requirements, including state requirements and the National Electric Code (NEC). All components must be UL listed (or equivalent) where applicable.

Eligible Solar Contractors are responsible for submitting accurate data to IPC staff. Eligible Solar Contractors will be held responsible for the accuracy of all system information provided.

### **Evaluation, Monitoring and Verification (EM&V)**

IPC reserves the right to conduct audits of Eligible Contractor's performance under the Solar PPA Program offering. IPC will bear the initial cost of any such audit and will not pass the initial cost of an audit onto any Eligible Solar Contractor. Eligible Solar Contractors are required to work with IPC to resolve any discrepancies identified by the audit, which may include misrepresentation of PV system kWh production and/or multiple inspection failures. If discrepancies are identified, IPC is not responsible for the costs associated with investigating and resolving any such discrepancies (e.g. testing, hardware replacement, installation labor). Failure to do so may result in termination from the program.

Questions about IPC's Solar PPA Program should be directed to:

Inclusive Prosperity Capital  
75 Charter Oak Avenue,  
Suite 1-103  
Hartford, CT 06106

Telephone: 860.257.2333  
Fax: 860.563.4877  
E-mail: [solar@inclusiveteam.org](mailto:solar@inclusiveteam.org)

## Exhibit A

### Contractor Compliance Agreement

In order to establish and maintain projects' consistent technical and financial performance, Inclusive Prosperity Capital, Inc. (IPC) may, in its sole discretion, impose probation, suspension, or termination of Eligible Solar Contractors' eligibility to participate in any or all of IPC's financing programs (Program) at any time if Program requirements are not met, or for misconduct, improper, or illegal behavior in connection with the Program or any other IPC program, such behavior includes, but is not limited to:

- Excessive property owner complaints regarding customer service;
- Failure to ensure that all employees and subcontractors are properly licensed according to applicable state law and adhere to the requirements of the Program;
- Improper incentive activity, including, but not limited to, failure to pass 100% of applicable rebate(s) as a reduction of upfront project cost to the property owner;
- Misrepresentation of system functioning, including, but not limited to:
  - Submitting inaccurate contracts;
  - Submitting inaccurate site plans;
  - General discrepancies between documentation and IPC independent verification reports (i.e. inspections);
- Multiple inspection failures, including, but not limited to, failing to meet OSHA safety requirements on multiple system installs;
- Failure to submit updated licensing, insurance, or other paperwork in a timely manner;
- Failure to meet requirements of other relevant IPC programs;
- Violation of any Program rules or ethical standards;
- A lapse in required credentials;
- Misrepresentation of IPC programs to property owners;
- Submission of falsified documents or unauthorized signatures to the Program or any other IPC program;
- Commission of any illegal actions while participating in the Program;
- Criminal conviction of Eligible Solar Contractor principal(s) that detrimentally impresses upon the Program or any other IPC program or the integrity or workmanship of the Eligible Solar Contractor;
- Eligible Solar Contractor bills for uninstalled measures;
- Failure to pull municipal permits where required by either the Eligible Contractor or designated subcontractor and/or;
- Any other Program violations in IPC's sole and reasonable determination.

Eligible Solar Contractors may be given reasonable opportunity to correct problems identified by IPC; however, IPC reserves the right to place on probation, suspend, or terminate the Eligible Solar Contractor from the Program for any violation of Program rules, misconduct, improper, or illegal behavior as described above. Suspended Eligible Solar Contractors may reapply to the Program after six (6) months. Suspended Eligible Solar Contractors will submit a new application and include a plan for preventing future issues.

**IPC's process for addressing such matters is as follows:**

1. Upon IPC's notification of an act or omission as outlined above, IPC may:
  - a. Request a written response to the allegations from Eligible Solar Contractor, and
  - b. Forward non-performance, misconduct, improper and illegal behavior allegations to the appropriate state consumer protection authorities.
2. IPC will review Eligible Solar Contractor response and request additional information as needed
3. IPC will respond in writing with its findings and with any disciplinary action. Such disciplinary action shall include, but not be limited to:
  - a. Probation
  - b. Suspension from the Program for up to one (1) year
  - c. Termination from the Program
4. Issues regarding inspection are to be corrected by the installer/ contractor

If Eligible Solar Contractor disagrees with decision made by IPC staff, Eligible Solar Contractor may appeal the decision within thirty (30) days to IPC executive management, setting forth a written response to the allegations and findings of the IPC staff. The Eligible Solar Contractor shall have the right to present their appeal at a scheduled meeting. The decision of IPC executive management shall be the final IPC determination on the matter.

Acknowledged and Agreed:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Full Name)

\_\_\_\_\_  
(Employee Title)

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

## Exhibit B

### INSURANCE CERTIFICATION TABLE

<p><b>Commercial General Liability (CGL)</b></p>	<p>Minimum limits of \$1,000,000 per occurrence/ \$2,000,000 aggregate bodily injury/property damage or the full per occurrence and aggregate limits of the policy, whichever is greater, on policy form ISO CG 00 01 or equivalent acceptable to and approved by Developer. Policy deductibles shall be \$25,000 or less per occurrence and payment of such deductibles shall be the responsibility of the contractor.</p> <p>Developer, Inclusive Solar Development US I, LLC, must be named as “additional insured” on your CGL policy with ISO endorsement CG 20 38 04 13 <i>and</i> ISO endorsement CG 20 37 or equivalent acceptable to and approved by Developer. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.</p> <p>All coverage provided under this section must be primary and noncontributory as provided by ISO endorsement CG 20 01 04 13 or equivalent acceptable to and approved by Developer. The Aggregate limit must apply on a “per project” or “per location” basis.</p> <p>Products/completed operations must be carried for two (2) years after completion of job/acceptance by owner.</p>
<p><b>Automobile Liability</b></p>	<p>\$1,000,000 per accident for bodily injury/property damage, including hired &amp; non-owned vehicles</p>
<p><b>Workers' Compensation Employers Liability</b></p>	<p>Statutory</p> <p>\$1,000,000 each accident</p>
<p><b>Umbrella Liability</b></p>	<p>\$5,000,000 Excess over underlying limits described above. Umbrella/excess liability policies must follow form with underlying policies described above.</p>
<p><b>Professional Liability</b></p>	<ul style="list-style-type: none"> <li>• \$1,000,000 per occurrence/ \$1,000,000 aggregate</li> <li>• Deductible shall be \$50,000 or less</li> </ul>
<p><b>Builder's Risk Insurance</b></p>	<ul style="list-style-type: none"> <li>• Contractor shall maintain “Builder's All Risk” insurance or equivalent (such as installation floater or inland marine) providing “All-Risk” physical damage for full replacement cost of the system(s), project(s), and any personal property.</li> <li>• The policy shall insure property to be installed including while in transit, at off-site storage, on site awaiting installation and after installation until job completion and</li> </ul>

	<p>acceptance by owner.</p> <ul style="list-style-type: none"> <li>• Deductibles shall be limited to \$10,000 or less and claims shall be paid on a Replacement Cost basis without deduction for depreciation or the presence of coinsurance.</li> <li>• Coverage shall be maintained until Developer's operational property policy is placed and such coverage shall name Developer, Inclusive Solar Development US I, LLC, as Additional Insured and Loss Payee.</li> </ul>
<b>Waiver of Subrogation</b>	All policies above shall provide for a waiver of all rights of subrogation which the Contractor or its subcontractors might exercise against the Developer, Inclusive Solar Development US I, LLC.
<b>Insurer Ratings</b>	All insurance referred to above to be carried by Contractor shall be maintained by Contractor at its sole expense, with insurance carriers qualified to do business in the state in which the project is located and maintain a rating of not less than A- V from A.M. Best & Co., unless Developer, in writing, in its sole discretion, accepts a lower Best's rating.
<b>Notice of Cancellation</b>	Contractor shall immediately notify the Developer in writing upon receipt by Contractor, or its insurance broker or agent, of any notice of cancellation, non-renewal or rescission of any policy required above.
<b>Evidence of Insurance</b>	Prior to commencing work, the Contractor shall deliver to Developer a Certificate of Liability (Acord 25 or its equivalent) for all liability related coverages as detailed above and an Evidence of Property Insurance (Acord 27 or equivalent) relating to the Builders Risk coverage detailed above. Upon request from the Developer, Contractor shall also provide complete policy copies and endorsements of all of the insurance policies detailed above.