

Inclusive Prosperity Capital (IPC) Green Bank Solar Power Purchase Agreement – Contractor Eligibility Application

Section 1 – Introduction

1.1. Application

This application contains information for contractors qualified to install solar PV systems and access financing under IPC’s Green Bank Solar PPA (“Solar PPA”). Eligible Contractors will operate as independent entities responsible for all aspects of PV system installation and commissioning under the terms of the Solar PPA Engineering, Procurement, and Construction Agreement (the “EPC”) between the Eligible Contractor and Inclusive Prosperity Capital¹.

An Eligible Contractor’s primary responsibilities are as follows:

- Provide responsible and accurate sales and marketing information to commercial, municipal, and not-for-profit Property Owners
- Conduct accurate site evaluations, including shading assessments
- Follow all rules of the Green Bank Commercial Solar PPA Program to determine project eligibility, size and cost
- Present complete and accurate Green Bank Commercial Solar PPA Program applications on behalf of Property Owners
- Obtain all appropriate permits
- Comply with all national, state and local codes and standards
- Install grid-tied PV systems
- Complete interconnection applications for customers
- Collaborate with IPC-designated third-party inspectors

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

1.2. Eligible Contractors

¹ Specifically, IPC’s DevCo, Inclusive Solar Development US I, LLC.

Eligible Contractors are companies that design, install, sell and service PV systems to Property Owners.

To qualify as an Eligible Contractor, applicant companies must be qualified by experience and specific training in PV system siting, design and electrical services. Additionally, Eligible Contractors must meet state occupational and professional licensing requirements, such as a Master Electrician License. At least one permanent employee of the Eligible Contractor must satisfy IPC's North American Board of Certified Energy Practitioners (NABCEP) training requirement by:

- achieving a passing score on the NABCEP entry level PV exam, or
- holding a full NABCEP certification

For more information on NABCEP certification and training visit NABCEP's web site at: www.nabcep.org.

1.3. How to Qualify as an Eligible Contractor

Eligible contractors must have been in business for at least three (3) years at the time of application and have been responsible for the coordination and installation of at least three (3) commercial scale PV systems, each with a capacity greater than or equal to 50 kW (STC) within the last 18 months.

Section 2 – Application Process

All Eligible Contractors must provide the following documentation:

1. **Financial Capacity** – Provide verifiable evidence of financial solvency and health. Contractors should demonstrate their business has sufficient financial resources to be able to meet the cash flow requirements of the Green Bank Commercial Solar PPA. Please submit the most recent two years' financial statements, including income/operating statement, statement of cash flows, and balance sheet.
2. **Resumes** – Provide resumes for key individuals listed in the Application.
3. **Master Electrician License** – Provide a copy of a Master Electrician License for at least one permanent employee or subcontractor.
4. **NABCEP Certificate** – Provide a copy of the NABCEP Entry Level Passing Score Achievement Certificate, or full NABCEP certification for at least one permanent employee.
5. **Additional Licenses, Education and Training** – Provide copies of any additional licenses, education and training obtained by permanent employees or subcontractors who will be directly involved in the Green Bank Commercial Solar PPA Program.

6. **Subcontracting Agreement** – If your company plans on using subcontractors to install PV systems under the Green Bank Commercial PPA Program, submit a copy of the agreement for each subcontractor. 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 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.

7. **Customer References** – Applicants must provide a list of up to three (3) prior commercial scale PV customers. IPC staff may contact all references provided.

8. **Insurance Requirements** – All Eligible Contractors and subcontractors must meet the Green Bank Solar Commercial Solar PPA Program requirements as described in Exhibit A.

Qualification Process

The Application process is as follows:

1. The contractor will submit an Application to IPC via email to 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 can 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.

Section 3 – Commercial Solar PPA Program Requirements

All project equipment must conform to IPC's approved vendor list (available on the IPC Commercial Solar PPA Contractor Portal). All projects must further include a revenue grade meter, a web-based Locus monitoring device, and a pyranometer installed with each PV system.

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

3.2 Evaluation, Monitoring and Verification (EM&V)

IPC reserves the right to conduct audits of any Eligible Contractor's track record. IPC will bear the initial cost of any such audit and will not pass the initial cost of an audit onto any Eligible Contractor. Eligible 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 discovered, 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 Green Bank Commercial Solar PPA Program should be directed to:

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

Telephone: 860.257.2333
Fax: 860.563.4877

E-mail: solar@inclusiveteam.org

Exhibit A

INSURANCE CERTIFICATION TABLE

<p>Commercial General Liability (CGL)</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>Inclusive Solar Development US I, LLC & Inclusive Solar Development NYGB, 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 2 years after completion of job/acceptance by owner.</p>
<p>Automobile Liability</p>	<p>\$1,000,000 per accident for bodily injury/property damage, including hired & non-owned vehicles</p>
<p>Workers' Compensation</p> <p>Employers Liability</p>	<p>Statutory</p> <p>\$1,000,000 each accident</p>
<p>Umbrella Liability</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>Professional Liability</p>	<ul style="list-style-type: none"> • \$1,000,000 per occurrence/ \$1,000,000 aggregate • Deductible shall be \$50,000 or less

Builder's Risk Insurance [for 1 MW+ projects]	<ul style="list-style-type: none"> • 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. • 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 acceptance by owner. • 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. • Coverage shall be maintained until Developer's operational property policy is placed and such coverage shall name Inclusive Solar Development US I, LLC & Inclusive Solar Development NYGB, LLC as Additional Insured and Loss Payee.
Waiver of Subrogation	All policies above shall provide for a waiver of all rights of subrogation which the Contractor or its subcontractors might exercise against Inclusive Solar Development US I, LLC & Inclusive Solar Development NYGB, LLC
Insurer Ratings	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.
Notice of Cancellation	Contractor shall immediately notify Inclusive Solar Development US I, LLC & Inclusive Solar Development NYGB, LLC 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.
Evidence of Insurance	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, if applicable. Upon request from the Developer, Contractor shall also provide complete policy copies and endorsements of all of the insurance policies detailed above.