

REQUEST FOR PROPOSALS FOR SOLAR ENGINEERING SERVICES AND OPERATIONS & MAINTENANCE PROVIDER FOR COMMERCIAL SOLAR PORTFOLIO

I. PURPOSE

Inclusive Prosperity Capital (“IPC”) is seeking proposals from qualified contractors (“Contractor”) to provide operations and maintenance and engineering services for IPC’s commercial-scale solar asset portfolio.

II. IPC BACKGROUND

Inclusive Prosperity Capital, Inc. is a not-for-profit investment fund that scales energy financing solutions through program partners into projects in underserved markets and communities. Existing at the intersection of clean energy finance, community development, and climate impact, IPC seeks to increase capital access for low-to-moderate income communities and unconventional credits such as non-profits, faith-based institutions, affordable housing providers, schools, and small businesses. Through our suite of financing products and channel partner network, IPC seeks to reduce the burden of energy costs on low- and moderate-income residents, improve the health and resiliency of homes and multifamily buildings, and help enhance the financial sustainability of businesses and non-profits in underserved communities. IPC is a strategic partner of the Connecticut Green Bank in Connecticut and is focused on scaling and expanding the successful green bank financing model into other states and regions by accessing new capital sources.

III. PROGRAM BACKGROUND

Inclusive Prosperity Capital offers solar power purchase agreements (“PPA”) and site leases. These products enable property owners and lessees (with owner authorization) the ability to purchase electricity or receive direct payments from third-party owned solar PV systems installed on their property.

IPC is currently developing a portfolio of projects across the United States that range in size from 50 kW to 3 MW DC. Exhibit A provides an indication of the size and type of IPC’s current and expected portfolio through early 2023.

IV. SCOPE OF SERVICES

Operations and maintenance services provided by the Contractor shall include, but may not be limited to:

- Operations & Maintenance and Corrective Services
 - Assisting with monitoring of performance, notifications, and troubleshooting. Note, IPC's assets are set-up with continuous monitoring with Also Energy.
 - Performing corrective maintenance that minimizes system downtime and mitigates risk of lost asset production
 - Establishing and maintaining an inventory of spare parts to allow for timely repair of portfolio asset equipment malfunctions
 - Processing of warranty claims with equipment manufacturer in an efficient and timely manner
 - Performing annual preventative maintenance and inspection of systems to identify problems before they occur (including infrared photography for hot spots, manufacturer recommended maintenance, hardware torque checks, array cleanings, and vegetation management, as needed)
 - Tracking and documentation of corrective maintenance issues that may arise including, but not limited to, tracking of service call statistics, type of issues, and time involved with each service call
 - Providing a contract term of a minimum of five (5) years in duration with the option to renew the agreement thereafter. Contract required to have termination for convenience with a sixty (60) day notice period.

- System Inspections
 - Conducting on-site inspections of systems for Mechanical Completion
 - Providing Mechanical Completion inspection report after inspection utilizing IPC's required checklist as well as photo documentation of items inspected.
 - Providing a list of corrections if uncovered during inspection

- Desktop Review – Project Design and Development Review
 - Reviewing production simulation reports (e.g., PV Syst, Helioscope, Aurora)
 - Reviewing plan sets (including design/engineering, regulatory, environmental, and health & safety requirements)

- Reviewing Electrical drawings for feasibility and adherence to appropriate codes
- Reviewing equipment specifications
- Reviewing construction schedule/timeline for feasibility

In addition to the Scope of Services outlined above, IPC would like to see specific details regarding:

- i. Proposal for corrective maintenance model
- ii. Proposal for communication protocol amongst IPC, Contractor, and customer
- iii. Any key terms sought by the Contractor in the O&M agreement

V. SUBMISSION CRITERIA & OTHER REQUIREMENTS

Respondents will be assessed based on their ability to meet the following requirements. Evidence or description of how respondent will meet these requirements should be clearly addressed within the response to this RFP.

- Ability to perform the above Scope of Services and additional requirements in existing and target IPC geographies
- Ability to respond to system outages for emergency maintenance within 24 hours of system outage
- Provision of workmanship warranty
- Maintenance of spare parts inventory for major equipment (modules, inverters, sensors)
- Ability to provide a response-time guarantee
- Ability to provide a performance guarantee
- Ability to optimize services to both small and large-scale commercial solar installations (30 kW DC – 3 MW DC). Variance between small and large-scale services should include but not be limited to performance monitoring, preventative maintenance frequency, and truck roll policy.

Work Experience & Capabilities:

Respondent should also include information on the following, demonstrating applicable work experience:

- Number, size and location of solar PV projects for which respondent currently provides O&M service in the U.S.

- Description of duration over which respondent has been providing O&M services for given portfolio size of solar PV installations (i.e., 2020: 1 MW; 2021: 1.5 MW; 2022: 3.2 MW)
- Current performance metrics regarding response and repair time by occurrence type
- Location of office(s) that would be monitoring solar PV projects
- Location of trucks available for dispatch
- Names and qualifications of key personnel who will be responsible for the day-to-day management of O&M services provided to IPC
- Names and qualifications of any sub-contractors with whom respondent will contract in order to cover projects
- At least 3 references for both respondent and any sub-contractors
- Master Electrician License – Provide a copy of a 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 who will directly manage contracted assets.

Insurance and Licensing Requirements:

Respondent will maintain all required licenses, registrations, or other governmental authorizations including, as required by applicable insurance and service contract laws, the securing and maintaining of insurance, covering its obligations under the service contracts sold hereunder. Costs associated with licensing of respondent and insurance shall be borne by respondent. Respondent shall also continuously maintain the following levels of insurance:

- a) At all times when respondent is obligated to furnish services, respondent shall maintain in full force and effect, at respondent's expense, insurance coverage to include:
 - i. General liability with limits of at least \$1,000,000 per occurrence / \$2,000,000 aggregate. The general liability insurance shall list various parties as an additional insured as required by IPC and shall include contractual liability. Coverage provided via additional insured status to required parties must be primary and non-contributory of any other insurance maintained by such parties;
 - ii. Automobile coverage (owned, non-owned, and hired), with a combined single limit of \$1,000,000
 - iii. Workers' compensation coverage, as required by law;
 - iv. Employers' liability coverage, with limits of at least \$1,000,000 per accident/employee or the relevant statutory limit, whichever is greater;
 - v. Professional liability (errors and omissions) insurance of \$1,000,000 per claim;

- vi. Umbrella liability of \$5,000,000 excess over underlying limits described above
- vii. A waiver of subrogation must be provided in favor of required parties; and
- b) Before furnishing services with respect to a specific eligible commercial project, respondent shall furnish certificates of insurance to IPC evidencing the insurance specified in this Section a). Such certificates must:
 - i. Be signed by an authorized representative of the insurance carrier
 - ii. State that no cancellation of insurance will be effected without 30 days advance written notice
 - iii. Be sent to IPC; and
 - iv. Include any entities as additional insured as required by IPC
- c) Respondent shall notify IPC within thirty (30) days after receiving notice of any material change in respondent's insurance coverage.
- d) The respondent's insurance carriers must maintain a minimum insurer rater of A-VII or better by AM Best.

Respondent will carry this insurance for its own personnel. Respondent will also require respondent's subcontractors who may be utilized under any subsequent agreement to carry their own insurance for their own personnel and to name IPC (or applicable subsidiary) as an additional insured.

Assessment

Respondent will be assessed based on their ability to meet the above submission criteria, work experience & capabilities, and insurance & licensing requirements. When responding, respondents should provide pricing in consideration of the following:

- i. Bundled O&M services versus "a la carte" O&M services
- ii. The effect, if any, that O&M provider participation in design review and commissioning services would have on the pricing and availability of various of O&M services, such as performance guarantees
- iii. The current project pipeline's indicative nature and anticipated growth of IPC's project portfolio through 2023. Exhibit A provides details on IPC's existing and indicative solar pipeline.

VI. RFP TIMING AND MILESTONES

Submission Process

Each respondent shall carefully examine this RFP and any and all amendments, exhibits, revisions, and other data and materials provided with respect to this RFP. If the respondent requires any clarifications or interpretations of any kind in regard to this RFP, the respondent shall submit a written request electronically to solar@Inclusiveteam.org by **October 31, 2022**. IPC shall respond to such requests in kind, and may, if it so determines, disseminate such written responses to other prospective respondents.

The following requirements must be observed for all proposals:

- a.) Proposals must be received no later than 5:00 PM Eastern Time on **November 10, 2022**. Proposals received after this time will not be considered.
- b.) Proposals must be submitted electronically at the following email address: solar@Inclusiveteam.org. The subject line should be identified as: "IPC Commercial Solar O&M RFP Response."
- c.) IPC intends to review proposals and schedule interviews with respondents and appropriate staff members as deemed necessary.
- d.) Key Dates:

RFP Milestone	Estimated Date
RFP Released	October 18, 2022
Clarification Questions Due	October 31, 2022
RFP Responses Due	November 10, 2022
Respondent Interviews	November 21 - December 2, 2022
Contractor Award Notification	December 15, 2022

VII. GENERAL TERMS AND CONDITIONS

If Contractor elects to respond to this RFP, submission of any information to IPC assumes the acceptance of the following understandings:

- i. IPC reserves the unconditional right to reject any or all of the proposals received in response to the RFP, to waive irregularities or to cancel or modify the RFP in any way and at any time IPC chooses in its sole discretion, if IPC determines that it is in the interest of IPC.

- ii. IPC further reserves the right to make awards under this RFP without discussion of the proposals received. Proposals should be submitted on the most favorable terms from a technical, qualifications, and price standpoint. IPC reserves the right not to accept the lowest priced proposal. IPC reserves the right to select multiple proposals for non-overlapping geographic footprints.
- iii. Proposal must be signed by an authorized officer of the Contractor. Proposals must also provide name, title, address, and telephone number for individuals with authority to negotiate and contractually bind Contractor, and for those who may be contract for the purpose of clarifying or supporting the information provided in the proposal.
- iv. IPC will not be responsible for any expenses incurred by any proposer in conjunction with the preparation or presentation of any proposal with respect to this RFP.
- v. IPC's selection of a Contractor(s) through this RFP is not a contractually binding offer and IPC reserves the right to continue negotiations with the selected Contractor(s) until the parties reach a mutual agreement.

IPC SHALL HAVE NO LIABILITY OR OBLIGATION OF ANY SORT HEREUNDER, INCLUDING, WITHOUT LIMITATION, IF FOR ANY REASON OR NO REASON A BINDING AGREEMENT IS NOT ENTERED INTO WITH ANY RESPONDENT. IN MAKING ITS SELCTION OF A SUCCESFFUL PROPOSAL, IPC MAY CONSIDER ANY AND ALL FACTORS AND CONSIDERATIONS WHICH IPC, IN ITS SOLE DISCRETION, DEEMS RELEVANT, THE RELATIVE IMPORTANCE OF WHICH SHALL BE IN THE SOLE DISCRETION OF IPC.

EXHIBIT A

Please see IPC's pipeline below. If more precise location is critical for your company to respond to this RFP, please email IPC at solar@inclusiveteam.org with that request by October 31, 2022.

<u>Stage</u>	<u>State</u>	<u>Sites</u>	<u>Size (kW_{DC})</u>
Live Assets	CT, MA, NY	19	3.4 MW
Projects Under Contract and in Development	Northeast	30	7.0 MW

EXHIBIT B Sample

O&M Preventative Services & Unscheduled Maintenance/Corrective Service

SOW	Pricing (\$)	Annual Escalator (%)	Geographic Service Territory	Description
[Annual] Preventative Maintenance Site Inspection				
Truck Roll				
Hourly Bill Rate A				
Hourly Bill Rate B				
Component Replacement Markup (% or \$)				

Inspections, Commissioning

SOW	Pricing (\$)	Annual Escalator (%)	Geographic Service Territory	Description
Mechanical Completion Inspection				
System Commissioning				

Independent Engineering Services

SOW	Pricing (\$)	Annual Escalator (%)	Geographic Service Territory	Description
Desktop Review				

Additional Services