

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

### **Introduction**

This application contains information for contractors to qualify to access solar photovoltaic (PV) financing under IPC’s Solar PPA and Solar Roof Lease. Eligible Contractors will operate as independent entities responsible for all aspects of PV system installation and commissioning under the terms of the Solar PPA and/or Solar Roof Lease and associated Engineering, Procurement, and Construction Agreement (the “EPCA”), if they enter into such EPCA with IPC.

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 and energy production estimates
- Follow prudent industry practices to determine project viability, size and cost
- Present complete and accurate IPC Commercial Solar PPA and Solar Roof Lease pricing requests on behalf of property owners
- Have complete knowledge of, and accordingly obtain, all required permits for the installation of commercial PV systems
- Comply with all national, state and local codes and standards
- Install grid-tied PV systems in accordance with all terms and conditions of the applicable EPCA
- Complete interconnection applications for customers
- Collaborate with third-party inspectors selected by IPC or its capital provider partners
- Abide by the Contractor Terms set forth below

# Terms and Conditions

## 1.1. Eligible Contractors

Eligible Contractors are companies (including any related entities thereof) that have demonstrated capabilities to design, install, sell, interconnect, operate and maintain commercial PV systems and have been approved through the process outlined in this document to access financing through the IPC Solar PPA or Solar Roof Lease.

## 1.2. How to Qualify as an Eligible Contractor

Eligible Contractors must satisfy the following criteria:

- a) Satisfy the requirements of the application below;
- b) Been in business for at least three (3) years at the time of application;
- c) Been responsible for the coordination and installation of at least three (3) commercial scale PV systems within the last 18 months, each with a capacity greater than or equal to 50 kW (STC);
- d) Be in good standing with IPC and any applicable capital provider partners.

Contractors that do not meet the above criteria may still be considered (unless they are not in good standing with IPC or any applicable capital provider partners) based on their experience and credentials in the commercial solar business.

## 1.3. Qualification process

- a) Follow the instructions in Section 2 below, including submission of supporting documentation. If problems are encountered, please e-mail [solar@inclusiveteam.org](mailto:solar@inclusiveteam.org)
- b) IPC will review applications for completeness and may contact the applicant for further information. For example, if a customer reference is unresponsive to IPC, a supplemental customer reference may be requested.
- c) IPC will notify the applicant of the outcome of the application within 10<sup>1</sup> business days of receipt of all documentation.

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<sup>1</sup> In some circumstances, for example in the case of unresponsive customer references, more than 10 business days may be required. IPC will inform the applicant of the causes of any delays.

#### 1.4. Maintaining Eligible Status

Contractors that successfully complete the application process for the IPC Commercial Solar PPA and Solar Roof Lease will have their eligibility status reviewed on an annual basis or at IPC's discretion.

Eligible Contractors acknowledge and accept that, to retain eligible status, they must:

- Be in good standing with IPC and any applicable capital provider partners;
- Retain one permanent staff member or engage a subcontractor who holds an E-1 Electricians License or equivalent;
- Retain one permanent staff member who is NABCEP certified;
- Maintain insurance that meets the requirements per Exhibit A; and
- If requested, submit a copy of most recently prepared financial statements;

Questions about the IPC Commercial Solar PPA and Solar Roof Lease should be directed to:

IPC Solar Team  
75 Charter Oak Ave, Suite 1-103  
Hartford, CT 06106  
Telephone: 860.563.0015  
E-mail: [solar@inclusiveteam.org](mailto:solar@inclusiveteam.org)

## Section 2 – Application Process

### 2.1. Application materials

Applicants are requested to provide documentation in support of requests 1-10 outlined below. IPC may request additional supporting documentation and may accept alternative documentation on a case-by-case basis. All materials should be emailed to [solar@inclusiveteam.org](mailto:solar@inclusiveteam.org)

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 IPC Commercial Solar PPA and Solar Roof Lease. Please submit the most recent **three years** audited financial statements **or** federal tax returns, including income/operating statement, disclosures of any material litigation, statement of cash flows, and balance sheet.
2. **Resumes** – Provide resumes for key individuals in the applicant company, namely those managing the design, installation, sale and, if applicable, service of solar PV systems.
3. **E-1 Electrician License** – Provide a copy of a E-1 Electrician License (or equivalent) 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 IPC Commercial Solar PPA and Solar Roof Lease.
6. **Subcontracting Agreement** – If an Eligible Contractor plans to act as a general contractor and use subcontractors to install PV systems under the IPC Commercial PPA and Solar Roof Lease, submit a list of subcontractors that the Eligible Contractor typically uses together with an example subcontracting agreement. The subcontracting agreement should include the following details:
  - Length of time the Eligible Contractor and the subcontractor will be working together;
  - Subcontractor’s primary responsibilities / scope of work;
  - Details of insurance coverage that subcontractor will carry; and
  - Any other relevant terms

If, after becoming an Eligible Contractor, the Eligible Contractor plans to use subcontractors other than those communicated to IPC, the Eligible Contractor must notify IPC in writing within five (5) business days of the change. The Eligible Contractor must also submit an updated subcontracting agreement, and any other applicable documents, if there are changes to documents that the Eligible Contractor provided during the application process. 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 IPC Solar Commercial Solar PPA and Solar Roof Lease insurance requirements as described in Exhibit A.
9. **Legal Disputes** – Please describe any legal actions (civil or criminal), or pending legal cases in the past five years. Please be specific and include docket numbers.
10. **In-House Capacity** – Please estimate what percentage of the physical installation of a typical solar facility is performed by your salaried staff vs. that performed by subcontractors.

## Section 3 – IPC Solar PPA and Solar Roof Lease Requirements

### **3.1 Approved Vendor List**

Eligible Contractors must only use equipment for this list in the design and installation of IPC Solar PPA and Solar Roof Lease projects.

For a current approved vendor list, please contact [solar@inclusiveteam.org](mailto:solar@inclusiveteam.org)

Eligible Contractors must only use equipment for this list in the design and installation of IPC Solar PPA and Solar Roof Lease projects.

### **3.2 Insurance**

Eligible Contractors must maintain insurance coverage that meets the requirements of Exhibit A.

## Exhibit A

### 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 IPC. 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 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 IPC. 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 IPC. 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><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</b></p> <p><b>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<sup>2</sup></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>

<sup>2</sup> If Professional Liability coverage is not held by the applicant, IPC requires that any subcontractor of the applicant that is responsible for design, or providing stamped engineering drawings, holds professional liability insurance that meets the requirements in this Exhibit A.

<p><b>Builder's Risk Insurance</b> [for 1 MW+ projects]</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 acceptance by owner.</li> <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 IPC's operational property policy is placed and such coverage shall name Inclusive Solar Development US I LLC as Loss Payee.</li> </ul>
<p><b>Waiver of Subrogation</b></p>	<p>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</p>
<p><b>Insurer Ratings</b></p>	<p>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 &amp; Co., unless IPC, in writing, in its sole discretion, accepts a lower Best's rating.</p>
<p><b>Notice of Cancellation</b></p>	<p>Contractor shall immediately notify Inclusive Solar Development US I 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.</p>
<p><b>Evidence of Insurance</b></p>	<p>Prior to commencing work, the Contractor shall deliver to IPC 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 (if applicable). Upon request from IPC, Contractor shall also provide complete policy copies and endorsements of all of the insurance policies detailed above.</p>