

Attachment C

Letter Agreement From OER to Selected Solar Installer

[date]

[Installer name and address]

Dear [name]

Congratulations upon [entity] being selected as an Installer in connection with the Solarize Rhode Island Program (the "Program") for [selected Community]. The Rhode Island Office of Energy Resources ("OERI"), Rhode Island Commerce Corporation and SmartPower, Inc. ("Program Administrators") are looking forward to working with you during the Fall 2015 Solarize Rhode Island Program. Consistent with the Request for Proposals to which you responded, [entity] agrees to the following terms and conditions. For purposes hereof, Contractor and Installer shall have the same meaning and Contract and Proposal shall have the same meaning.

In consideration for having been chosen as an Installer for the Program, [entity] hereby agrees as follows:

- a. The Installer(s) will provide the Program Administrators the community contacts with weekly data as requested, including but not limited to, the number of community initial interest contacts, number of site visits completed, number of feasible sites, number of signed contracts, and contracted capacity. Customer names, email addresses, and phone numbers will also be included as part of the metric data. Prior to Program Launch, the selected Installer(s) and the Program Administrators will agree to specific Program metrics. The agreed upon metrics will be due to OER by Monday at 5:00pm for the prior week (Monday through Sunday at midnight);
- b. The Installer(s) will be able to contract with customers through February 15, 2016, and will have six months to submit eligible applications to the REF Small Scale Solar program or National Grid's REG Program in a timely manner (see Section 9 for more information regarding available incentive programs).
- c. The Installer commits to providing customers with the tiered pricing outlined in Attachment B. All adders will be clearly defined in all turkey contracts to customers. The Installer will offer the equipment as outlined in Attachment B and will notify Project Administrators if the proposed equipment is unavailable before project installation;
- d. The installer(s) will be required to provide the Program Administrators with a final report outlining the total number of contracted customers within the community and the resulting prices that will be associated with each installation. If at any time during the Program, a customer cancels a contract, the Installer(s) will need to notify the Program Administrators within two (2) weeks of the cancellation and the reason why the project is not moving forward;

- e. The Installer(s) is expected to be familiar with the REF Minimum Technical Requirements¹. All Solarize Rhode Island projects contracted during the sign up period will comply with those requirements regardless of which incentive program is applied to.
- f. The Installer(s) agree to work with Program Administrators on referring to the brand as “Solarize RI” and “Solarize Selected Community” on all Program documentation. The Installer(s) will provide the Program Administrators the Installer(s) company logos to use on Program documentation. All relevant logos, including the Solarize RI logo, will be used in all community outreach materials, websites, and other marketing materials. Any material produced for distribution for the Program will need to be approved by the Program Administrators in advance;
- g. Collaborate with Program Administrators on all press releases, events, or news conferences concerning the Program. In any media produced by the Installer(s), the Installer(s) will not represent that positions taken or advanced by it represent the opinion or position of Commerce RI, the State of Rhode Island, the RI Office of Energy Resources, the selected City or Town, or SmartPower, Inc.;
- h. Work with Program Administrators in developing additional marketing materials, including but not limited to, providing photographs or other information for use in marketing the Program, and collaborate in obtaining photographs (using the Commerce RI Media Consent Form) and statements of support from Solarize customers for use of the Solarize RI website;
- i. Include a disclaimer on all Installer(s) customer intake forms and media (such as website and sign-sheets) that outlines how customer contact information may be used under the Program and provide the customer will be ability to opt out of any communication unrelated to solar PV installations under the Program;
- j. Provide complete and accurate customer and lead contact information to the Program Administrators within five (5) business days on the conclusion of the campaign, including full name, email address, phone number, and addresses. In addition, the Installer(s) will provide complete and accurate information for all non-feasible leads (as determined by actual site visits or satellite image screening) to the Program Administrators on a monthly basis;
- k. Installer(s) agree to participate in any appropriate marketing and outreach events within the selected Community as well as any community meetings organized by the Program Administrators;
- l. Agree to provide feedback at the end of the campaign on the effectiveness of various marketing materials, outreach strategies, and general Program matters, including completion of an evaluation survey;
- m. Participate in bi-weekly phone calls with the Program Administrators and selected Community;
- n. Installer(s) agree not to market under the Solarize tagline in other future Solarize communities other than the selected Community;

¹ <https://drive.google.com/file/d/0B4my6hqps6ziZIV3eTRRN0FzMXM/view>

- o. During the performance of this Agreement, Contractor and its subcontractors shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability, medical condition, age, marital status, and denial of family care leave. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement;
- p. That no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Rhode Island with a view toward securing this Agreement, or securing favorable treatment with respect to any determinations concerning the performance of this Agreement. For breach or violation of this warranty, OER shall have the right to terminate this Agreement, either in whole or in part, and any loss or damage sustained by OER in procuring on the open market any services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity;
- q. Installer acknowledges that all submissions (including those of parties not selected for engagement) may be made available to the public on request (pursuant to the Rhode Island Access to Public Records Act, R.I.G.L. § 38-1-1 et seq.) upon the completion of the process and award of a contract or contracts. Accordingly, any information included in the application that the Installer believes to be proprietary or confidential should be clearly identified as such.
- r. Contractor certifies that that it is insured against liability for Workers' Compensation and affirms that it will maintain Workers' Compensation Insurance during the term of the Program and indemnify the State of Rhode Island from any liability for violating this provision. Contractor shall require any and all subcontractor(s) to include such a provision in all subcontracts to perform work under this Agreement;
- s. OER shall not be liable to the Installer for any special, indirect, incidental, consequential, punitive, or exemplary damages of any kind whatsoever, whether based on contract, warranty, tort (including negligence or statutory liability), or otherwise, in connection with the performance of this Agreement;
- t. This Agreement shall remain in effect for one (1) year after the Solarize Program sign up period ends;
- u. The Contractor has obtained, will obtain, and shall maintain and comply during the term of this Agreement, with any and all applicable federal, state and local reviews, consents, authorizations, approvals and licenses required by law for the Program and shall indemnify, defend and hold the State of Rhode Island, and each of its officers, agents, employees and consultants harmless from and against any and all suits, damages, claims, causes of actions, demands, judgments, penalties, costs, expenses, attorneys' fees and any and all injuries to persons or property and all other matters arising out of or incurred in as a result of the Contractor's violation of this provision;

By signing below, you acknowledge that you have carefully reviewed the foregoing, that you understand its contents and you agree to be bound by all the terms and conditions stated therein.

APPROVED AND ACCEPTED

Rhode Island Office of Energy Resources

Dated

By Marion S. Gold, PhD, Commissioner

Dated

By Installer Authorized Signature

Installer Name