

ENERGY CONSERVATION COMMITTEE

CLIFFORD J. HURGIN MUNICIPAL CENTER

1 SCHOOL STREET, BETHEL, CT. 06801

MEETING ROOM "A"

Tuesday, January 5, 2012

7:00 P.M.

Regular Meeting

MINUTES

RECEIVED

2012 JAN -9 A 8:50

TOWN OF BETHEL
TOWN CLERK

PRESENT: Chairman, Bill Cratty, Members: David Dunn, Gary Pedone, Randi Oisher, Mark Anderson, Hank Karl,

ABSENT: Nick Ellis, and Fred Zalczman

CALL TO ORDER: Chairman Bill Cratty called the meeting to order at 7:00 P.M. followed by the Pledge of Allegiance.

APPROVAL OF MINUTES: Randi Oisher made a motion to accept the minutes from 12-1-2011 after the suggestion of the members and Chairman to make the following changes:

"The new legislation allows net metering for solar projects, and the state's utilities are required to implement programs to allow this by February, 2012. However, there is a limit on how much money the state's utilities have to allow and all Connecticut Municipalities have to bid.

Net metering allows the town to put electricity into the grid at one point, and we will get credit at up to five other town-owned buildings for that power. This will be a 1:1 credit, for every Kilowatt-hour(kWh) the solar farm at the town landfill supplies, we get a credit for the cost of one kWh used in some other town-owned building (e.g. the Municipal Center). Further, if there is more power supplied to the grid than the specified buildings use, the credit accumulates until the end of the calendar year. At that time the electrical distribution company pays Bethel for power procured at the rate it pays to supply standard service customers.

Chairman Cratty suggested that we engage Energy New England to put the proposal together. Bethel will have to pay for this work to be done. If the local utilities accept our bid then the cost of the work performed by Energy New England will be subsumed into the bid. However, if we lose the bid, we will have to directly pay Energy New England, and so we need the Town to agree to fund the work to create the proposal.

The legislation allows performance contracting where a private company builds and maintains the solar farm and/or makes energy-saving improvements to town infrastructure and is compensated based on savings achieved. This allows the

town to implement the projects with no up-front costs. All costs are paid by the energy savings realized.”

Motion was seconded by Bill Cratty. Vote, all in favor, motion unanimously approved.

SOLAR PV PROJECT:

Chairman Cratty asked the members of the committee to review the RFP he had emailed out prior to tonight's meeting. (See attached).

He also handed out a usage spreadsheet obtained from CL&P for all meters for the "Town of Bethel" (see attached).

He suggested that we sign off on the RFP and get it to Frank Ventrella in purchasing, and to the Board of Selectmen for approval to move this project to the bid process as soon as possible.

Hank Karl asked Chairman Cratty what percentage of the land area of the landfill the project would cover. The answer is that 1.2 Megawatts of solar cells would cover most of the usable area of the landfill.

Fuel Cell Project:

Chairman Cratty informed the committee that First Selectman Knickerbocker accepted a non-solicited proposal from Logan Energy for review by the Energy Conservation Committee.

Proposed is a 400kw Fuel Cell for the High School. This is eligible for virtual net metering to the other schools and is also eligible for renewable energy credits from the state.

"Waste heat" from the fuel cell would be used to help heat the school in the winter. A cooling system that runs off the waste heat will be investigated so that we can use the waste heat in the summer to cool the buildings.

This fuel cell project is intended to be installed at the high school. If it saves the town money, similar fuel cells can be installed at other town buildings, including the other schools and the municipal center.

Billing Issues

Discussion took place on the CL&P spreadsheet (see attached). It was noticed that different schools use different rate structures. The commission suggests that all "meter" charges be examined to insure that the most advantageous rate structure is applied. Chairman Cratty explained that there are companies that

will come in and do this type of audit for a percentage of the savings. If no savings are found there is no charge to the town. He will look into bringing a company in to do a presentation.

Schedule

Chairman Cratty stated that it is feasible to have both the solar and the fuel cell projects completed by the end of this calendar year. And that is potential for the combined output of the solar project and the fuel cell project to provide up to 60% of electric power for major town buildings.

New state laws allow private companies to audit energy usage, and to upgrade the facilities to be more energy efficient. These companies would be remunerated with a percentage of the savings of the energy cost realized. However, we have to wait for the Department of Environmental Protection to finalize the standards and specs scheduled in this legislation and how it is all going to be laid out. They have until July first of this year to do so.

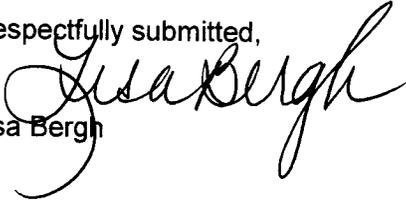
Hank Karl made a motion to approve the RFP as drawn up (see attached) so that it could be used to solicit bids. motion was seconded by Gary Pedone. Vote, all in favor, motion unanimously approved.

The next meeting of the Energy Conservation Committee will be February 2, 2012.

ADJOURN: Hank Karl made a motion to adjourn; motion was seconded by David Dunn. Vote, all in favor, motion unanimously approved.

Meeting adjourned 7:50 P.M.

Respectfully submitted,


Lisa Bergh

Service Account	Rate Class	Annual Usage	Peak Demand	Load Factor
Town of Bethel Eureka Wtr Plant - 51397733049052822000	30	57,443	16	41%
Town of Bethel - 51589153022346732003	35	542,148	111	56%
Bethel Town of Comptroller Office - 51213533060736622001	30	3,919	1	45%
City of Bethel - 51418533089966622000	35	486,554	92	60%
Town of Bethel Berry School - 51332533025492722006	30	634,123	152	48%
City of Bethel Sewage Disp Suth - 51723533022210722003	30	160,982	38	48%
City of Bethel Record Dept Comptr Office - 51200633097396622008	30	5,251	2	30%
City of Bethel Water Works - 51225733021602722002	30	28,783	6	55%
City of Bethel Highway Garage. - 51122833080971822001	30	91,895	30	35%
City of Bethel Sewer Authority - 51337733042454822003	30	80,340	20	46%
City of Bethel Dept of Police - 51832833081632722002	30	194,319	51	43%
Town of Bethel High School - 51286733050891822001	40	1,711,740	444	44%
Town of Bethel Rockwell School - 51671833036799722007	40	283,609	63	51%
Town of Bethel First Selectmans Office - 51147733042164822003	30	5,914	9	8%
Town of Bethel Johnson School - 51810143065821132006	30	344,400	68	58%
City of Bethel - 51181143058426032009	30	23,015	10	26%
Town of Bethel New Middle School - 51762153005128632006	30	1,417,995	349	46%
Bethel Police Comptroller Office - 51358543007023232008	30	16,581	6	32%
Town of Bethel - 51183453091961832002	30	150,759	35	49%
Bethel Library - 51664553088720932009	30	254,373	68	43%
Town of Bethel First Selectmans Office - 51830553053275832004	30	284	0	
Town of Bethel Railroad Station - 51371253089821732000	30	99,082	24	47%
Town of Bethel - 51364343053127592007	30	120,699	34	41%
Town of Bethel - 51610533093647522004	30			
Town of Bethel - 51933533069936622000	30	38,049	11	39%
Town of Bethel - 51590445003005413005	30		3	
Town of Bethel - 51036934099402292000	30	16,396	5	37%
Town of Bethel - 51942474016992592001	30			
Town of Bethel - 51686153081238532002	30	509	0	
Town of Bethel - 51473143055393132006	30			
Town of Bethel - 51442153060176632001	30	16,574	4	47%
Town of Bethel - 51170153027961632008	30	8,495	2	48%
Town of Bethel - 51768325037135903000	30	13,963	9	18%
Town of Bethel - 51558843033330432004	30	12,399	3	47%
Town of Bethel - 51039843081950432002	30	8,349	2	48%
Town of Bethel - 51106253099770832000	30	4,561	1	52%
Town of Bethel - 51593053051955532002	30	184	0	
Town of Bethel - 51658734041973982002	30			
Town of Bethel - 51917453037711832008	30	24,651	12	23%
Town of Bethel - 51967943077660532008	30		0	
Town of Bethel - 51948355094627613009	30		0	
Town of Bethel - 51536353006808732007	30	3,632	1	41%
Town of Bethel - 51012533022839622003	30	949	0	
Town of Bethel - 51533553004820932005	35	136	0	
Town of Bethel - 51647533082488622003	30			
Totals		6,863,055	1,682	47%
Totals		6,393,596	1,505	48%
		93%	89%	

Service Account

Service Account	Rate Class	Annual Usage	Peak Demand	Load Factor
Town of Bethel Eureka Wtr Plant - 51397733049632822001	116	1,987	1	23%
Town of Bethel - 51589153022015632004	116	1,355	0	
Bethel Fire Dept Controllor Office - 51364343053311232005	115	84		
Town of Bethel - 51702533068893622009	115			
Town of Bethel - 51230533028006522002	116	6,385	2	36%
Town of Bethel - 51230533028055622001	116	3,831	1	44%
Town of Bethel - 51230533028945622000	116			
Town of Bethel - 51230533028993622009	116	338	0	
Town of Bethel - 51979433091027522002	115	3,359	1	38%
Town of Bethel - 51084143056896032007	115	1,168	0	
Town of Bethel - 51956733018050822009	115	4,750	2	27%
Town of Bethel - 51566533030146622001	115	2,179	1	25%
Town of Bethel - 51661543090222232004	116	90,973	36	29%
Town of Bethel - 51661543090451332001	116	23,271	9	30%
Town of Bethel - 51661543090461332005	116	21,273	8	30%
Town of Bethel - 51661543090563332003	116	111,152	44	29%
Town of Bethel - 51661543090586332006	116	4,513	2	26%
Town of Bethel - 51661543090732232002	116	93,085	37	29%
Town of Bethel - 51654533082317622003	115			
Town of Bethel - 51306053042706632003	115	2,035	1	23%
Town of Bethel - 51894153089566632000	115	8,324	4	24%
Town of Bethel - 51863453072659832003	116	1,268	1	14%
Town of Bethel - 51502053028850632009	115			
Totals		381,330	150	29%
Totals		295,210	117	29%
		77%	78%	

Request for Proposals
for
Photovoltaic Power Production

Issued by

The Town of Bethel, Connecticut
January __, 2012

D R A F T

Introduction

Information about the Town of Bethel

The small New England town of Bethel, formed in 1855, is located in northern Fairfield County. A town of more than 18,000 people over 17 square miles, Bethel is served by a full time police force, two volunteer fire departments, and the David W. Deakin Educational Park, which contains five schools from grades K-12 and sports fields on one campus. The town is governed by a Board of Selectmen/Town Meeting.

The Selectmen have constituted an Energy Conservation Committee ("ECC"). The goals of the ECC are as follows: 1) Achieve the lowest point on the total cost curve for Bethel's energy use equation; 2) reduce Bethel's carbon footprint; 3) increase the use of non-polluting and/or renewable energy sources; and 4) devise a long-term energy strategy for town and schools that consider the energy needs of current structures and systems as well as future construction.

Bethel lies within the electric distribution service territory of Connecticut Light and Power Company.

Reasons for issuing this Request for Proposal

The Town of Bethel is issuing this Request for Proposals ("RFP") pursuant to *An Act Concerning the Establishment of the Department of Energy and Environmental Protection and Planning for Connecticut's Energy Future* ("Bill No. 1243", January Session, 2011) to obtain electricity derived from Clean Energy sources as defined in Section 99 of Bill No. 1243.

Bethel wishes to purchase solar-generated electricity under a long-term Power Purchase Agreement ("PPA") or other appropriate financial mechanism such that the Town will not have to bond for the significant upfront capital required to purchase such system. Under this RFP, Bethel is seeking to acquire a solar photovoltaic ("Solar PV") system not to exceed a direct current ("dc") rating of 1,000 kilowatts to be located on the abandoned landfill at the Bethel Town Dump.

The goal of this RFP is to identify the Proposer (sole contractor or team) who will enable the most cost effective solar energy production over the entire term of the PPA or other appropriate financing. The successful Proposer will have the capability to develop, install, finance, maintain and manage a Solar PV project that will be successful in securing a long-term renewable energy credits ("REC") contract with the Connecticut Light & Power Company ("CL&P") pursuant to Section 107 of Bill No. 1243.

Timeline for RFP process

- RFP issue date..... January __, 2012
- RFP due date & time..... 4:00 PM local time, February __, 2012
- Notice of intent to award..... February __, 2012
- Submit offer to Connecticut Light & Power Co. March __, 2012

Contact information

The Town of Bethel has designated an individual to manage the RFP process, address all questions from potential bidders, and provide updates as necessary during the bidding process. **All questions and request for information must be in written form via e-mail.**

Please address all RFP-related questions and communications to:

Bill Cratty, e-mail: crattywilliam@sbcglobal.net

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The Project

Site information

The Town of Bethel has designated the Bethel Highway Garage at the Bethel Town Dump on Sympaug Park Road as the "Virtual Net Metering Facility" for the Solar PV system in accordance with the virtual net metering provisions set forth in Section 121 of Bill No. 1243. The Connecticut Department of Energy and Environmental Protection has given permission to utilize the abandoned landfill as long as the cap will not be penetrated during installation, operation or maintenance of the system.

Capital funds for the Solar PV project are not available. The Town of Bethel will only purchase the solar-generated electricity. Following selection of the successful Proposer, the Town of Bethel intends to negotiate a PPA or other appropriate financing with the successful Proposer for a term up to fifteen years to pay the cost of the Solar PV project. **Acceptance and execution of the PPA or other appropriate financing will be contingent upon CL&P's agreement to purchase the renewal energy credits pursuant to Bill No. 1243 for an amount that complies with the financial requirements of the PPA or other appropriate financing to be negotiated with the successful Proposer.**

A contour map for the site "Final Closing Plan for Landfill", File 21, Map 157, is available at the Bethel Planning and Zoning Office in the Bethel Town Hall.

Following is historical electricity usage for the Bethel Highway Garage served under CL&P Rate Class 30. The Town of Bethel currently purchases electricity for \$0._____/kWh.

	kW	kWh
12/8/09 - 12/31/09	36.3	9,172.9
12/21/09 - 1/11/10	36.3	4,387.1
1/11/10 - 2/8/10	35.2	10,880.0
2/8/10 - 3/10/10	33.2	10,880.0
3/10/10 - 4/9/10	26.4	8,240.0
4/9/10 - 5/10/10	20.2	5,440.0
5/10/10 - 6/9/10	20.8	5,080.0
6/9/10 - 7/9/10	20.1	3,920.0
7/9/10 - 8/9/10	21.4	7,200.0
8/9/10 - 9/9/10	21.7	6,760.0
9/9/10 - 10/7/10	20.2	4,720.0
10/7/10 - 11/5/10	28.9	6,280.0
11/5/10 - 12/8/10	33.3	9,840.0
Totals		92,800.0

Scope of Work

The successful Proposer shall provide a firm price proposal to perform all necessary work hereof to turnkey install a Solar PV system not to exceed a direct current ("dc") rating of 1,000 kW on the abandoned landfill at the Bethel Town Dump. Said work shall comprise fully managed photovoltaic services that include, but are not limited to:

- Specify the Solar PV system that would be installed on the abandoned landfill to include solar panel type, mounting, orientation, layout and rated capacity not to exceed 1000 kW dc..
- Provide all documentation to construct or otherwise install said Solar PV system to include but not limited to engineering design, electrical one-line drawings, construction plans, equipment specifications, and interconnection with the CL&P utility system.
- Apply the National Renewable Energy Laboratory PV Watts™ calculator to determine hour-by-hour performance and estimate monthly and annual production in kilowatts and energy value.
- Provide plans and manuals for properly maintaining the Solar PV system for the term of the financing.
- Prepare all submittal documentation required to secure a contract with CL&P pursuant to Section 107 of Bill No. 1243 and any grant application applicable to the project.

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- Electrically connect the Solar PV system to the Bethel Highway Garage in accordance with the requirements for a Virtual Net Metering Facility pursuant to Section 121 of Bill No. 1243.
- Coordinate with CL&P as required for Bethel to receive virtual net metering credits at other Town facilities in accordance with Section 121 of Bill No. 1243.
- Secure all necessary permits and approvals from the Town of Bethel Planning & Zoning Commission, Inland Wetlands Commission and any other Town or State of Connecticut entity having jurisdiction over the project.
- Provide all necessary labor, services, and equipment to develop, construct and remotely monitor a fully operational PV system at the site.
- Commission, own, monitor, operate, and maintain for the term of the financing the Solar PV system after installation.

All applicable federal and state laws, county, local, and municipal ordinances, and the orders, rules and regulations of all authorities having jurisdiction over this work shall apply to the Contract hereof throughout the term of the agreement and financing, and they will be deemed to be included in the Contract the same as though written out in full.

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GENERAL CONDITIONS AND INSTRUCTIONS TO RESPONDENTS

General

- a. It is the intent of this Request for Proposal to provide prospective respondent(s) with complete information relative to the total performance of any resultant contract. Respondents are obligated to read and understand all parts of this Request for Proposal and to obtain clarification of any part not thoroughly understood, before submitting their proposal.
- b. All parts of this Request for Proposal including the GENERAL CONDITIONS AND INSTRUCTIONS TO RESPONDENTS, any addenda, amendments, modifications or any other extraneous matter incorporated by reference, will be applicable to any contract(s) awarded as a result of this Request for Proposal.

Late proposals will not be considered for award except under the following conditions:

- a. The proposal was sent by mail and it was determined by the Town of Bethel that the late receipt was due solely to miss handling by the Town of Bethel after receipt of the address specified in the solicitation.
- b. In the event of inclement weather on the date this proposal is scheduled to open and the Town of Bethel offices are closed, proposals will be opened at the Purchasing Office on the next business day. The time of opening on the next business day will be the same as that of the scheduled day. Proposals will be accepted until the time of opening on the next business day.

Receipt of Proposals

- a. Sealed proposals for the requirements set forth herein must be received in the office of the Town Clerk before the deadline of **4:00 P.M.** current local time on **Monday, February 6, 2012**. Any proposals received after the specified date and time will be disqualified from further evaluation.
Lisa Bergh
Town Clerk
Clifford J. Hurgin Municipal Center
1 School Street
Bethel, CT 06801
- b. In order to be considered for award, all proposals must include an original copy plus ten (10) duplicates and one (1) CD each of which shall include all supporting documentation. **The proposal title must be stated on the lower left corner of the submission envelope.**
- c. All respondents will be fully responsible for the timely delivery of the proposal to the designated location to include proposals hand carried, sent by common carriers, (UPS, Federal Express and the U.S. Postal Service). Proposals delivered to any other office or location other than the office of the Town Clerk prior to the opening deadline will not be considered.
- d. Competitive sealed Proposals are not publicly opened or available for review until a successful award has been finalized.
- e. The cover letter of the proposal must include the signature of a representative authorized to bind the Proposer.
- f. The Proposer must provide all information requested, in the format dictated in the "**Proposal Organization**" section below.

Award

All proposals received by the RFP due date and time shall be reviewed and evaluated by an Evaluation Committee established by the Town of Bethel Purchasing Office. The committee members will evaluate the proposals based on the criteria listed in the specifications. The Town of Bethel reserves the right to award the contract to the firm receiving the highest score provided the proposal price is reasonable and it is in the best interest of the Town of Bethel to accept.

Award will be made to the qualified respondent obtaining the highest score combining experience, qualifications, product quality and cost of services.

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In determining the responsibility of a respondent, the following criteria will be considered:

- a. The ability, capacity and skill of the respondent to perform the contract or provide the services required;
- b. Whether the respondent can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the respondent;
- d. The quality, availability and adaptability of the goods and services to the particular use required;
- e. The number and scope of the conditions attached to the proposal;
- f. The Town of Bethel having a bearing on the decision to award the contract may secure other information.

Non-Award

All unsuccessful Respondents will be notified via email or mail.

Addendum

Any addenda to this solicitation issued after this solicitation and before the due date shall become part of the contract. It is the responsibility of the respondent to make inquiry as to addenda issued.

Proposal Withdrawal

Proposals may be withdrawn or modified upon receipt of written request received before the time specified for proposal opening. Requests received after proposal opening will not be considered.

Errors In Proposals

- a. If discrepancies or apparent errors are found in the Proposal Documents prior to the date of the opening, respondents shall submit a written request for clarification, which response to said request will be given in the form of addenda to all respondents, if time permits. Otherwise, in figuring the work, respondents shall consider that the Scope of Works, Specifications, and Standard of General Terms and Conditions shall govern any discrepancies or conflict between proposal documents.
- b. The correction of any discrepancies in, or omissions from the drawings, specifications, or other bid documents, or any interpretation thereof; during the bidding period will be made only by an addendum issued by the Town of Bethel. A copy of each such addendum issued by the Town of Bethel will be mailed to each person receiving a set of Proposal Documents, and shall be made a part of the Agreement. Any other interpretation or explanation of such documents will be considered binding.
- c. Failure of the respondents to thoroughly understand all aspects of the Request for Proposal before submitting their proposal will not act as an excuse to permit withdrawal of his/her proposal nor secure relief on plea of error. Neither State Law nor Regulation make allowance for errors either of omission or co-mission on the part of the respondents. Obvious, apparent errors in a proposal may be corrected or withdrawn upon written approval by the Town of Bethel.
- d. When an error is made in extending total prices the unit proposal price will govern. The respondent must initial erasures in proposals. Carelessness in quoting prices or in preparation of proposal will not relieve the respondent contract obligations. Errors discovered after public opening cannot be corrected and the respondent will be required to perform if the proposal is accepted.

Rejection of Proposals

The Town of Bethel reserves the right to reject any or all proposals in whole or in part and to waive any technicalities or informalities as may best serve the interests of the Town of Bethel, to increase or decrease quantities where quantities are shown and may reject any proposal which indicates any omission, contains alteration of form or additions not requested, or imposes conditions or offers alternate items and may make any award which is deemed to be in the best interest of the Town of Bethel.

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Protest

Determination of protests validity is at the sole discretion of the Town of Bethel. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the Town of Bethel in writing as soon as identified, but no less than five (5) business days prior to the proposal opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest, and a proposed change to the specifications with supporting documents. Protests should be delivered to the Town of Bethel Purchasing Office in sealed envelopes, clearly marked with the proposal description.

Vendor Acceptance

- a. The successful respondent will receive from the Town of Bethel Purchasing Office a notification of contract qualification. Upon receipt, the respondent must sign and return all copies of said qualification notification.
- b. Failure to sign the contract qualification and return all required documents within fifteen (15) calendar days from date of receipt shall rule your response null and void and, therefore, award shall be made to the next responsive respondent.

Insurance

- a. The contractor must maintain and pay for Comprehensive Business Insurance to protect their claims under the Workers' Compensation Act, from claims or damages because of bodily injury to others, including employees of the Town of Bethel, damage to the property of others, including the Town of Bethel, claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by themselves or by any sub-contractor or anyone directly or indirectly employed by either of them, and Product Liability Insurance. Said insurance to cover the duration of the contract under an express or implied warranty.
- b. The following coverage's and limits are required for all entities associated with the Contract:
 - 1) General Liability, including Products Liability & Completed Operations - \$1,000,000 per occurrence/\$2,000,000 aggregate
 - 2) Workers Compensation – Statutory Benefits.
 - 3) Employers Liability - \$500,000 each accident/\$500,000 injury by disease/\$500,000 injury by disease aggregate.
 - 4) Auto Liability - \$1,000,000 combined single limit.
- c. The certificate on this insurance shall be made in favor of and submitted to the Town of Bethel, 1 School Street, Bethel, CT 06801 and indicate paid up coverage for the term of the contract.
- d. It will be the responsibility of the successful respondent(s) to ensure that a current Certificate of Insurance is on file in the Town of Bethel Purchasing Office during the entire period of the contract.
- e. The cost of the above insurance shall be considered an overhead or operating expense to the Contractor, similar to rental costs, utilities, automobile liability insurance, and other business related expenses. **The premiums or costs to provide the above insurance shall not be directly related to the cost of the work or services specified in this Request for Proposal.**

Laws and Permits

- a. The contractor shall, without additional cost to the Town of Bethel, be responsible for paying for and obtaining any necessary licenses, inspections and permits for complying with any and all Federal, State and Local Laws, Codes and Regulations, in connection with the performance of the work.
- b. Laws of the State of Connecticut shall govern the contract.

Taxes

- a. Respondents shall assume full responsibility for payment of any and all taxes which may be construed by law authority as being due for materials, supplies and services under any contract with the Town of Bethel. They shall hold the Town of Bethel safe and harmless from any liability for said taxes.

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- b. Responses to the proposal submitted shall not include Federal Excise Taxes or State or Local Sales or Use Taxes (if applicable). The cost of any taxes (operational and/cost of doing business) that are lawfully due and paid by the contractor may be passed on to the Town of Bethel as part of the overall cost.

Changes in Terms or Delivery/Completion Date

- a. After award of the Contract, any questions or correspondence related but not limited to the following matters must be directed to the Town of Bethel Purchasing Office in writing:
 - 1) Requests for deviation from the specifications, terms, or conditions of the contract,
 - 2) Bonding or insurance,
 - 3) Other matters.
- b. In the event of strikes, Acts of God, or other circumstances beyond the contractors control which prevent completion of work or delivery, the contractor must secure temporary contractual relief. The circumstances and duration must be stated by the contractor in writing and be forwarded to the Town of Bethel Purchasing Office within ten (10) days after their development. Contractual relief shall be only that which is acceptable to and in agreement with the Town of Bethel Purchasing Office, for those goods and services which are necessary for the day to day needs of the Town of Bethel.

Payment

Payment will be made upon receipt of proper invoices. Payment shall be NET 30 days from date of receipt of invoice.

Damages or Injuries

- a. Qualifying contractors will be held pecuniary responsible for any and all damage to the Town of Bethel property done or caused by them or their employees or other personnel engaged in the execution of the contract.
- b. The contractor shall be similarly responsible for all injury to persons that occur as a result of his fault or negligence.
- c. The contractor shall take proper safety and health precautions to protect the work, the workers, the public and the property of others.
- d. The contractor shall be responsible for any and all damage to adjacent property incurred in the performance of the contract and shall hold the Town of Bethel free of any and all claims for damages arising from the execution of the contract.

Termination for Default

The Town of Bethel may, by written notice of default to the Contractor, terminate the whole or any part of the Contract in any one of the following circumstances:

- a. If the Contractor fails to make delivery of the supplies or equipment exactly as specified or perform the services within the time and manner specified herein or any extension thereof, or
- b. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Office may authorize in writing) after receipt of written notice from the Purchasing Office specifying such failure, or
- c. Willfully attempt to make delivery of items other than the items in the Contract, or perform the services other than specified as to quality, contents of pack, work processes or otherwise, without specific authorization in the form of a contract amendment, or
- d. If a determination is made by the Town of Bethel that the obtaining of the Contract was influenced by an employee of the Town of Bethel having received a gratuity, or promise thereof, in any way or form.

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Disclosures

Respondent shall not disclose information concerning work under this Agreement to any third party, unless such disclosure is necessary for the performance of the Agreement effort. No news releases, public announcement, denial or confirmation of any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written consent of the Town of Bethel. The restrictions of this paragraph shall continue in effect upon completion or the parties may mutually agree upon termination of this Agreement for such period of time as in writing. In the absence of a written established period, no disclosure is authorized. Failure to comply with the provisions of this Clause may be cause for termination of this Agreement.

Infringement of Patent, Trademark, Copyright, Trade Secret, Other Interest

The following terms apply to any infringement, of claim or infringement, of any patent, trademark, copyright, trade secret or other proprietary interest based on the manufacture, normal use or sale of any material, equipment, programs or services furnished by Respondent to the Town of Bethel, unless such infringement or claim results from the Respondent following written instruction or directions of the Town of Bethel.

- a. Respondent shall indemnify the Town of Bethel, for any loss, damage, expense, or liability that may result by reason of any such infringement or claim.
- b. Respondent shall defend or settle, at Respondent's own expense, any action or suit for which Respondent is responsible hereunder.
- c. The Town of Bethel shall notify Respondent promptly of any claim or infringement for which Respondent is responsible and shall cooperate with Respondent in every way to facilitate the defense of any such claim.

Non-Discrimination

The Contractor is to conduct business in a non-discriminatory manner prohibiting discrimination in any manner against any employee or applicant for employment because of sex, race, creed, color, age, mental or physical disability, sexual orientation or national origin.

Right to Data

All data, reports and other documents generated for the Town of Bethel and accumulated by the consultant/contractor in the performance of this order/award, shall remain the property of the Town of Bethel, and shall be returned to the control of the Town of Bethel upon completion of the contract.

Right to Audit

The contractor shall agree that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States and the Town of Bethel until the expiration of services are finalized under this Agreement.

Availability of Funds

A contract shall be deemed executory only to the extent of appropriations available to the Town of Bethel for the purchase of electricity from any source. The obligation of the Town of Bethel on all contracts pursuant to the RFP hereof, including those which envision funding through current and successive fiscal years, shall be contingent upon actual Town of Bethel appropriations for the purchase of electricity from any source for the fiscal year(s) involved.

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Proposal Organization

Tab 1: Cover Letter

Cover letter should highlight any special features of the Proposal, and include the name, phone number, and email for the point of contact within the Proposer's organization. The cover letter should be signed by a representative of the Proposer's company who has the authority to bind the Proposer.

Tab 2: Experience & Qualifications

Section A: Project Development Experience

1. Describe the Proposer and which elements (finance, design, construction, service, etc.) of a PV installation will be managed by a partner or third-party other than the Proposer if any; and describe the structures that will ensure that the Proposer will be held accountable for the successful completion of each element of the project's development.
2. Describe solar programs that have been developed by Proposer for current customers.
3. Describe canceled contracts and reasoning for why each signed contract was not completed.

Section B: System design Experience

1. Describe Proposer's experience with the design of PV systems.
2. Provide a sample construction drawing set for one of Proposer's completed PV systems.

Section C: Project Construction Experience

1. Detail the number of distinct projects the Proposer has constructed.
2. Detail the general types of projects installed.
3. Detail the types of customers the Proposer has worked with in the past.
4. Describe implementation of PV construction standards and other safety measures.
5. Provide five (5) customer references from customers who worked with Proposer during the installation phase.

Section D: Project financing Experience

1. Provide number of PV systems that have been financed by Proposer.
2. Provide number of systems that Proposer is operating under a PPA or other financial structure wherein the Host is not required to make a capital contribution.
3. Provide demonstration of capital available to fund the proposed (and future) projects.

Section E: PV Supplies & Experience

1. Provide demonstration of Proposer's supply contracts or actual PV panel supply.
2. List Proposer's preferred PV panel technology and past experience with those technologies.
3. List panel suppliers that Proposer has worked with and describe the relationship with the supplier.
4. Detail if Proposer has utilized fixed panel systems, one-axis tracker systems, or dual-axis tracker PV systems.

Section F: Operations and Maintenance Experience

1. Provide the number of operational PV systems under management.
2. Provide system performance for five (5) systems to date (expected vs. actual energy production).
3. Describe the metering and monitoring systems that the Proposer will use to verify system performance.
4. Detail the number of PV systems the Proposer has managed for more than one year, and describe any lessons learned from this experience.
5. Provide five (5) references from customers who are receiving operations and maintenance service.
6. Provide proposed maintenance plan.

Section G: Qualifications to Provide REC Certification Assistance

1. Describe the Renewal Energy Credit ("REC") certification process that Proposer will undertake.

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Section H: Monitoring & Verification Capabilities

1. Describe the methodology and frequency of solar energy production reporting.
2. Describe the methodology and frequency with which environmental attributes data (i.e. RECs / carbon offsets) will be reported.

Section I: Team

1. Provide organizational chart that describes the reporting relationships of all key personnel.
2. Provide bios for key personnel.
3. Describe Proposer's team organization.
4. Provide location of Proposer's nearest regional office.

Section J: Additional Services & Capabilities

1. Describe any additional services that Proposer will provide as part of the proposal or is willing to provide at an additional cost.

Tab 3: Technical Information

Section A: PV system

1. Describe PV technologies that will be installed and any guarantees on the use of specific equipment types or their equivalents.
2. Provide project layout with solar PV panel kW sizes, configuration, azimuth, and tilt angle of proposed system.
3. Provide electrical one-line diagram for proposed system with total inverter size (in kW AC).
4. Provide a sample project schedule which includes milestones for design, permitting, material delivery, installation, and commercial operation.
5. Provide a twelve (12) month projection of hourly kWh production using the National Renewable Energy Laboratory PVWatts™ calculator. Cite the weather data source.

Tab 4: Financial Information

Section A: Project Pricing

1. Provide a firm price proposal to perform all necessary work.
2. Provide the price per REC to be proposed to CL&P.

Section B: Financing Pricing & Terms

1. Provide price per kilowatt hour in Year 1.
2. Provide annual rate increase, if applicable.
3. Provide length of PPA or other appropriate financing term.
4. Provide detail of any factors that may affect price.
5. Provide proposed terms and conditions or proposed PPA in its entirety.

Section C: Energy Production Assurance

1. Describe any penalties the Proposer would incur if the eventual PV system did not produce energy as expected.
2. Describe any third party verification of predicted or actual energy production.
3. Include insurance coverage documentation.

Tab 5: Appendix (Supporting information)

Exhibit A: Sample construction set

Exhibit B: Insurance coverage documentation

Exhibit C: Organizational chart

Exhibit D: 1 page biographies for key personnel

Exhibit E: System layout

Exhibit F: Electrical 1-line diagram

Exhibit G: Project schedule

Exhibit H: Proposed form of financing to include terms & conditions in its entirety

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Proposal Evaluation Criteria

(To be filled out by the Town of Bethel Evaluation Committee)

Proposer _____

The evaluation of Proposals will be based on the general criteria categories outlined below. The points will be allocated based on the response to the corresponding section in the Proposal Organization Section. The following point system will be applied to the responses and rated on a poor to outstanding ranking as detailed below:

	Available Points	Rating	Points Received
Experience & Qualifications			
I. Design and Construction Experience	10		
II. Project Development Experience	10		
III. Project Financing Experience	10		
IV. Operation and Maintenance Experience	10		
V. Technical Information	10		
Total Experience & Qualifications	50		
Proposer must get ratings of 50% or greater in each Experience & Qualification Criteria and at least 35 points in total to advance to the Financial Evaluation.			
Financial Criteria			
I. Total Project Cost	20		
II. CL&P REC Proposal	10		
III. Financing Pricing terms and conditions	10		
IV. Energy Production Assurance	10		
Total Price Rating	50		
Bonus	5		
Grand Total	105		

The above Experience & Qualifications criteria will be rated using the following system:

- 0 – 20%** The proposer did not address the criterion and several significant mistakes were made; poor technical approach and/or experience. (poor rating)
- 20 – 40%** The proposer addressed the criterion minimally. The detail was insufficient and/or little understanding for the subject was exhibited. Some significant mistakes were made; low technical approach and/or experience. (low rating)
- 40 – 60%** The proposer addressed the criterion adequately ranging from some capability to basic capability for the subject. Information provided was either inconsistent or was missing critical detail where needed. Few mistakes, not significant; average technical approach and/or experience. (average rating)
- 60 – 80%** The proposer addressed the criterion well, had a thorough understanding of the subject and provided a solid presentation of the information requested in the category and its subsections. Few mistakes, not significant. (high rating)
- 80 – 100%** The proposer addressed the criterion thoroughly and explicitly, exhibited a superior understanding of the topic and the information supplied demonstrated an outstanding capability in this area (highest rating-outstanding). The Evaluation Committee reserves the right to consider other relevant factors as it deems appropriate for the Town of Bethel.