

Taunton Municipal Lighting Plant

REQUEST FOR PROPOSAL (RFP) NO. RFP08-01

AMENDED release 1 (See Appendix E for Amendment notes)

Renewable Electric Power Resource

Issued: July 21, 2008

Pre-Proposal Conference: 9:00 a.m., August 14, 2008

Responses Due: 2:00 p.m., December 1, 2008

RFP Website: <http://personal.tmlp.com/tmlpesp/RFP08-01-renewable-resource/>

Taunton Municipal Lighting Plant
PO Box 870
55 Weir Street
Taunton, MA 02780
www.TMLP.com

Taunton Municipal Lighting Plant RFP08-01 AMENDED release 1

Taunton Municipal Lighting Plant Letter of Announcement

REQUEST FOR PROPOSAL (RFP)

FOR

Renewable Electric Power Resource

Letter of Announcement

The Taunton Municipal Lighting Plant (TMLP) is issuing this Renewable Electric Power Resource REQUEST FOR PROPOSAL (RFP) with the intent of securing an increased portion of its electric power requirements from “eligible” renewable resources under terms and conditions favorable to TMLP’s customers.

TMLP is seeking proposals for up to 260,000 Mega-Watt hours (MWh) per year of energy and dependable capacity starting in the calendar year 2009 from eligible renewable resources. These renewable resources must be sustainable over the long term. TMLP’s renewable portfolio goal may reach 600,000 MWh per year by 2030. The actual amount of renewable resources that will be included in TMLP’s power supply portfolio will depend on how well these resources perform to meet the best interest of TMLP’s customers, portfolio requirements, and goals.

Only proposals meeting TMLP’s requirements set forth in this RFP will be accepted.

All submitted materials may become property of TMLP and may be incorporated into a contract between TMLP and the selected Vendor.

Please submit your written proposal as one original with one (1) hard copy, and two (2) complete electronic copies on CD-ROM. In the event that a discrepancy exists between the hard copy and the electronic copy, information on the hard copy version will prevail.

All proposals must be received by TMLP no later than **2:00 PM EST, Monday, December 1, 2008**. No exceptions or extensions will be granted. Proposals shall be submitted in a sealed package, clearly marked as follows:

Proposals shall be identified as:

**Taunton Municipal Lighting Plant RFP08-01
Renewable Electric Power Resource Proposal**

Proposal shall be addressed to:

**Taunton Municipal Lighting Plant
PO Box 870
55 Weir Street
Taunton, MA 02780**

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Letter of Announcement (continued)

All proposals shall be opened in accordance with section 1.5 of this RFP on **December 1, 2008** at 2:05 PM EST or soon thereafter as practical. The location of the proposal opening shall be at TMLP's main office; 55 Weir St, Taunton, MA 02780.

A pre-proposal conference will be held on August 14, 2008 at 9:00 AM EDT at TMLP's main office, 55 Weir Street, Taunton, MA 02780. The conference will be held in the first floor conference rooms 1 – 3.

All questions related to this RFP shall be emailed to Renewables@TMLP.com and shall have the following words in the subject field "RFP08-01 Renewable Electric Power Resource". TMLP responses to e-mailed questions, as well as any RFP addendums will be posted on the TMLP website under the RFP section of Available Bids at <http://personal.tmlp.com/tmlpesp/RFP08-01-renewable-resource/>. Please keep all questions concise for a uniform reply. The cut-off date for questions will be **November 3, 2008**.

TMLP may choose to enter into an agreement with more than one Respondent to provide some or all of the types of services identified in the Statement of Work.

TMLP reserves the right to withdraw the RFP without cause for any reason, to reject any proposal for noncompliance with the requirements of this RFP, or to not award a contract if it is in the best interest of TMLP.

R. Scott Whitemore
Energy Supply & Planning Dept. Manager

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NOTICE OF DISCLAIMER

The information contained in this REQUEST FOR PROPOSAL (RFP) has been prepared solely to assist prospective Respondents in making the decision of whether or not to submit a proposal. The Taunton Municipal Lighting Plant (TMLP) does not claim that this information is all-inclusive or to contain all of the information that a prospective Respondent may need to consider in order to submit a proposal. Neither TMLP nor its employees, officers, nor its consultants will make, or will be deemed to have made, any current or future representation, promise or warranty, express or implied, as to the accuracy, reliability, or completeness of the information contained herein, or in any document or information made available to a Respondent, whether or not the aforementioned parties know or should have known of any errors or omissions, or were responsible for its inclusion in, or omission from, this document.

TMLP reserves the right to modify, suspend, change, or supplement this RFP. No part of this RFP and no part of any subsequent correspondence by TMLP, its employees, officers, nor its consultants shall be taken as providing legal, financial, or other advice, nor as establishing a contract or contractual obligation. Contractual obligation would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements.

All recipients of this RFP are responsible for all costs incurred by them when evaluating and responding to this document, and any negotiation costs incurred by the recipient thereafter. TMLP may, in its sole discretion and without limitation, refuse to accept any and all proposals and to evaluate proposals and proceed in the manner it deems appropriate which may include deviation from its expected evaluation process, the waiver of any requirements, and the request for additional information. Rejected Respondents will have no claim whatsoever against TMLP nor its employees, officers, nor its consultants.

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1.0 Introduction

1.1 Purpose

The purpose of this REQUEST FOR PROPOSAL (RFP) is to solicit proposals for up to 260,000 Mega-Watt hours (MWh) per year of energy and dependable capacity starting in the calendar year 2009 from companies which can supply the Taunton Municipal Lighting Plant (TMLP) with “eligible” renewable resources, either through Power Purchase Agreements (PPA) which offer an ownership option, or through TMLP’s standard PPA’s.

The terms Respondent, Vendor and Firm shall have the same meaning.

1.2 Background

TMLP defines electricity produced from the following technologies to be “eligible” resources: (i) solar photovoltaic or solar thermal electric energy; (ii) wind energy; (iii) ocean thermal, wave, or tidal energy; (iv) fuel cells utilizing renewable fuels; (v) landfill gas; (vi) naturally flowing water and hydroelectric; (vii) low-emission advanced biomass power conversion technologies using such fuels such as: wood, by-products or waste from agricultural crops, food, or animals, energy crops, biogas, liquid biofuel, including but not limited to biodiesel, or organic refuse-derived fuel, or algae; and (viii) geothermal energy; and other renewables that may be defined later.

TMLP’s objective with this RFP is to support its long-term power portfolio objective of enhanced power resource reliability, environmental leadership, fuel diversity, competitive pricing, and security through significant use of renewable resources.

1.3 Description of TMLP

The Taunton Municipal Lighting Plant is a municipal electric utility located in Taunton, Massachusetts. The TMLP produces, purchases, and distributes electricity to approximately 34,750 customers in the city of Taunton, and the towns of Raynham, Berkley, North Dighton and sections of Lakeville and Bridgewater, Massachusetts. TMLP’s annual peak load is approximately 175 MW.

The TMLP operates within the electric utility industry environment of the Independent System Operator of New England (ISO-NE) which continues to undergo significant restructuring.

Planning for future power resource needs, without question, is the single largest issue facing utilities in New England. For TMLP, having sufficient capacity (200 MW) to meet the demands of our customers while minimizing the environmental effects of this extremely volatile and complicated market are but a few of the challenges. Investing in renewable energy helps diversify our power portfolio and improve its environmental impact.

During 2007 and 2008, TMLP has been working with other New England public power utilities that face similar challenges and we hope to have the opportunity to share the results of this Renewable Resource RFP with them.

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TMLP is financially and technically poised to aggressively tackle the various challenges facing the utility industry while minimizing the impact power supply has on the environment.

TMLP has commitments under long-term contracts for the purchase of electricity from various suppliers. These wholesale contracts are generally for fixed periods and require payment of demand and/or energy charges. The status of these contracts is as follows:

	2006 KW Entitlements	Contract End Date
Fuel - Hydro	4,845	2025
Fuel - Methane	2,850	2014
Fuel - Methane	1,150	2016
Fuel - Methane	5,000	2020
Fuel - Nuclear	1,170	2020
Fuel - Unspecified (fixed price Contract)	10,000	2010
Fuel - Unspecified (fixed price Contract)	10,000	2008
Fuel - Biomass (fixed price Contract)	7,500	2009

TMLP has no significant long-term debt.

1.4 RFP Schedule

TMLP has established the following schedule for this RFP, but reserves the right to amend the proposed schedule at any time.

Table 1-1. RFP Schedule.

1	Issuance of RFP	July 21, 2008
2	Pre-Proposal Conference	August 14, 2008, 9:00 am
3	Last Date for Questions to be Submitted	November 3, 2008
4	Last Date to Post Answers to Questions	November 17, 2008
4	RFP Proposal Submittal Date	December 1, 2008, 2:00 pm
5	RFP Evaluation Period	8 weeks
6	Issue RFP Results/Short-List	January 28, 2009
7	Start Negotiations with Short-Listed Respondents	February 4, 2009
8	Expiration of RFP	December 1, 2009

1.5 Receipt of Proposals

Proposals may be delivered in person or by courier service and received at the location and no later than the time specified in the Letter of Announcement of this RFP. Proposals may be delivered via electronic mail, although, TMLP will not be responsible for any events which prevent its receipt of electronic mail.

Proposals received after the time specified in the Letter of Announcement of this RFP, including delivery to a location other than that specified in Letter of

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Announcement, will be deemed to be non-responsive and will be returned unopened to the Respondent.

As proposals are received, they will be time-and-date stamped and logged into a Register of Proposals, which will include the name of the Respondent and the date and time of the proposal's receipt.

Received proposals will be held, until the response due date and time for all proposals have elapsed. Proposals shall then be opened and their contents secured to prevent disclosure during the process of negotiating with competing Respondents. Adequate precautions shall be taken to treat each Respondent fairly and to insure that information gleaned from competing proposals is not disclosed to other Respondents. Prices and other information concerning the proposals shall not be disclosed until an award is made.

1.6 RFP Expiration

This RFP will expire 12 months from the RFP proposal submittal date. Responses to this RFP must remain valid for 12 months from the submittal date.

1.7 Renewable Energy Certificates

Respondents shall be responsible for qualifying and obtaining Renewable Energy Certificates for their proposed resource(s).

2.0 Statement of Work

2.1 Scope of Work

TMLP is seeking proposals to acquire up to 260,000 Mega-Watt hours (MWh) per year of cost effective "eligible" renewable resources that provide energy and dependable capacity starting in the calendar year 2009 in order to further diversify its power supply portfolio.

TMLP prefers proposals which offer Power Purchase Agreements (PPA) with a facility ownership option which may be implemented during the term of the PPA.

2.2 Description of work

2.2.1 Eligible Renewable Resources

For the purposes of this RFP, TMLP will consider proposals from new and existing renewable electric power projects using the following resources:

- **Solar** (photovoltaic or thermal)
- **Wind**
- **Ocean** (thermal, wave, or tidal)
- **Fuel cells** (using renewable fuels)
- **Landfill gas**

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- **Hydro** (naturally flowing water and hydroelectric)
- **Low-emission, advanced biomass** power conversion technologies using such fuels such as: wood, by-products or waste from agricultural crops, food, or animals, energy crops, biogas, liquid biofuel, including but not limited to biodiesel, or organic refuse-derived fuel, or algae
- **Geothermal**
- Other renewables acceptable to TMLP

2.2.2 Development of Solar Projects near TMLP's Transmission System

A map of TMLP's transmission and distribution system is located in Appendix B.

2.2.3 Level of Renewable Resource Acquisition

TMLP is seeking proposals to acquire up to 260,000 MWh per year of renewable energy and dependable capacity from eligible renewable electric power resources.

2.2.4 Project Size

The minimum project size in response to this solicitation is 1 MW with the exception for hydro resources located in TMLP's service territory which will have a 10 KW minimum name plate rating. Respondents may aggregate smaller projects to reach this limit provided the proposal includes all applicable costs for such aggregation. Net energy metered projects, or projects that are under any type of TMLP incentive programs (that include rebate, loan, or other offerings) are not eligible to respond to this solicitation. Maximum project size will be dictated by adequate transmission support and TMLP's projected energy need as addressed in this RFP.

2.2.5 Product Types

TMLP needs capacity as well as energy. As a result of this need, TMLP has a preference for products that provide dependable capacity in addition to renewable energy. Respondents may submit offers for three specific products:

- **Baseload** – means firm energy and capacity delivered on a twenty-four (24) hours per day, seven (7) days per week schedule (i.e., “24x7”) with an annual capacity factor of at least 80%. This minimum requirement is meant to take into account maintenance and forced outages.
- **Dispatchable** – means energy and capacity that can be scheduled for delivery on an hour-ahead, and on a day-ahead basis. A project providing a Dispatchable product must have the ability to run eight (8) hours or less per day and a minimum down time of 8 hours or less per day.
- **As-Available** – means intermittent energy and capacity deliveries that are not directly controlled by the generator. The only technologies included within this product category are: (1) wind; (2) solar; (3) run of river hydro; or (4) any other technology that TMLP determines to qualify as As-Available.

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TMLP will consider offers that are combinations of products. For example, As-Available facilities that can also provide a Dispatchable product may be proposed.

2.2.6 Proposals Indexed to Energy Markets

Proposals whose price is indexed to an energy market will not be accepted.

2.2.7 Renewable Energy Credits

All primary proposals must include the renewable energy credits or “green tags” associated with the energy, although an alternate proposal in addition to the primary proposal may offer an unbundling of the green attribute from the associated energy.

2.2.8 Duration of Agreement

TMLP will consider entering into power purchase agreements extending between 1 year and up to the life of the generating facility. Additional terms and conditions which TMLP prefers are outlined in **Appendix A**. Note that any exceptions to these concepts are required to be submitted.

2.2.9 Location and Delivery Points

TMLP will consider projects located within the ISO-NE control area and that are able to deliver electric power to TMLP’s distribution, sub-transmission or transmission system (System). TMLP’s transmission and distribution service territory is shown in Appendix B.

TMLP prefers projects with the following locations and delivery points, in the following order of preference:

1. Projects located in TMLP’s service Territory.
2. Projects which are not located on TMLP’s service territory yet that can be interconnected to the New England bulk transmission system.
3. Projects located anywhere that requires wheeling through a third party transmission system in order to deliver electric power to the TMLP System.

Regardless of location, all pricing must include the cost of delivery to an approved Delivery Point in the TMLP system. Projects not located in TMLP’s service territory will require additional detail describing the interconnection point station and transmission route. The associated transmission and interconnection point station costs must be included as part of the proposal, but identified separately. If transmission and interconnection related costs are estimated, the basis for the assumed cost must be provided, and the approach for securing firm transmission must be explained.

2.3 Deliverables

Successful Respondents are responsible for performing all necessary development, engineering, procurement, construction, and commissioning activities for new renewable electric power projects. For new or existing

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renewable electric power projects under a PPA, the respondent will be responsible for operating and maintaining the facility. Responsibilities include, but are not limited to the following:

- Land acquisition
- Secure financing
- Obtain all necessary permits
- Perform all resource assessments
- Perform all engineering and design activities
- Prepare all drawings
- Procure all equipment
- Perform all construction activities
- Perform all commissioning activities
- Provide all transmission interconnection facilities (if TMLP deems necessary)
- Provide training to TMLP staff (if TMLP deems necessary)

TMLP expects to enter into agreements for up to 260,000 MWh per year of renewable energy and dependable capacity from eligible facilities under a PPA with a facility ownership option, or under a standard PPA.

Agreements for a PPA with an ownership option would require the Respondent to sell all of the renewable electric power output from the facility to TMLP and allow TMLP to exercise its option on the purchase of the facility at specific buyout prices dependent on the future years the buyout is available. Agreements under a standard PPA will require the Respondent to sell all of the renewable electric power output from the facility to TMLP for a specified term, which could last from 1 year up to the life of the facility.

3.0 Evaluation Criteria and Selection Process

A selection committee composed of TMLP representatives will evaluate all submitted proposals. The information provided in the proposals will be the basis for selecting a short list of Respondents. The procedures and criteria to be used in the evaluation of proposals are described in this section. These procedures and criteria will be used to determine whether proposals are responsive; to evaluate and score submittals from a technical, commercial, and economic viewpoint; and to develop a short-list for negotiations.

TMLP reserves the right to weigh the evaluation criteria as it deems appropriate.

3.1 Evaluation for Responsiveness

All proposals received will be evaluated to ensure that the submittal is responsive, which means that the Proposal Forms are completed and the information required in Section 4.0 is provided. Submittals deemed to be responsive will be carried forward to the technical and commercial evaluation.

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3.2 Technical Evaluation

Proposals will first undergo an initial screening from a technical perspective to ensure that the electric power source of a proposed project to TMLP will be from an eligible existing or new facility capable of providing electric power consistent with the proposal. Determinations of project feasibility, completeness, achievability, and other factors shall be at the sole discretion of TMLP. After the initial screening, proposals will undergo a technical evaluation. The criteria for selection will be determined from the following general areas:

3.2.1 Ownership Arrangement

Proposals will be evaluated for the type of contract offered, which could include proposals that offer a PPA with a facility ownership option, or a standard PPA. Preference will be given to offers in the following order:

- Power Purchase Agreement with a facility ownership option
- Standard PPA

3.2.2 Technical Information

The technical information provided in subsection 4.6.2 will be evaluated, to determine the technical feasibility of the project, the level of project development, the commercialization of the technology, and whether the power production profile is provided. Existing facilities will be evaluated on their historic performance, their operations and maintenance forecast, and on any information regarding current power sales agreements.

3.2.3 Site Characteristics and Control

The project site will be evaluated based on the reasonableness of the site for the given technology, as well as the Respondent's level of site control. The evaluation will also consider if there is any existing infrastructure, and whether the Respondent has control of the infrastructure.

3.2.4 Delivery of Power

Proposals will be evaluated on the basis of where the facility will interconnect to the TMLP system, and if the project requires transmission wheeling through a third party. The progress of any interconnection requests with TMLP or a third Party, and the feasibility of the transmission path to the TMLP delivery point. Preference will be given to projects that can deliver electric power to the TMLP system in the following order:

- Projects located anywhere which can be directly interconnected to TMLP's System

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- Projects located anywhere which require wheeling through a third party transmission system in order to deliver electric power to TMLP's System

3.2.5 Resource Supply

Proposals will be evaluated on whether the resource assessment is complete and verifiable, and the net output, capacity factor, and production profile provided in the proposal are realistic given the provided data. A high level review will be performed to determine if the resource is capable of supporting the production profile.

3.2.6 Product Type

Proposals will be evaluated on how the project or resource can be integrated into TMLP's system reliably and is a good fit given TMLP's system integration issues. Preference given to the following product type in the following order:

- **Base Load**
- **Dispatchable**
- **As-Available**

3.3 Commercial Evaluation

A commercial evaluation of the proposals will follow the technical evaluation, and will focus on the following general areas:

3.3.1 Operations and Maintenance

The Respondent's or Respondent's O&M subcontractor's experience in operating and maintaining facilities similar to the facilities in the proposal will be evaluated. The long-term maintenance schedule and O&M plan will be reviewed to evaluate if the O&M schedule and plan are reasonable.

3.3.2 Project Schedule

The project schedule will be evaluated based on the level of detail provided, and if the schedule appears to be reasonable and achievable.

3.3.3 Financing Plan

The project financing plan and pro forma cash flow model will be reviewed based on the level of detail provided, and if they appear to be reasonable.

3.3.4 Project Team Qualifications and Experience

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The evaluation will review the project team's qualifications and experience, in accordance with the information requested in section 4.11, to ensure that the services and capabilities submitted in the proposal will result in the successful completion and implementation of the project(s) proposed.

3.4 Economic Evaluation

The purpose of the economic review will be to determine the proposals which can provide renewable electric power and, if applicable, capacity (baseload, or dispatchable), at the lowest cost. TMLP will compare responses for renewable resources against the cumulative present worth system costs that would be incurred were TMLP to meet its comparable power requirements through the wholesale power market within ISO-NE.

The detailed evaluation will compare the renewable options with the wholesale power market through the use of an optimization and production-costing model of the TMLP system. Fixed as well as variable costs are considered, and all costs are discounted to produce a cumulative present worth cost (CPWC). The costs included in the CPWC calculation will include all fixed and variable costs which may be comprised of capital costs, fuel costs, emissions costs (including if any, CO₂ NO_x SO₂) additional variable operations and maintenance costs, and power purchase costs. TMLP will additionally model the valuation of non-retained marketable Renewable Energy Certificates.

The Technical Proposal Form is structured to provide the inputs required for the economic evaluation model and therefore must be completed according to the instructions. Economic rankings of each proposal will be based on the CPWC of the corresponding project plan.

3.5 Final Rankings and Short-list

The intention of TMLP is to give an appropriate balance between economic, technical, and commercial features of the proposed projects. Those projects deemed responsive, potentially economically viable, technically feasible, and commercially acceptable may be short-listed and invited to negotiate with TMLP. TMLP reserves the right to negotiate with one or more Respondents.

3.6 Job Opportunities and Training

TMLP will evaluate each proposal for the opportunity it presents for training pursuant to section 4.16.

4.0 Requirements for Proposal

4.1 Writing Requirements for Proposal

Submitted proposals shall conform to the following requirements:

- One original and one (1) copy of the proposal shall be enclosed in a single, sealed package plainly marked with the words “Proposal for Renewable Electric Power Resource” along with two complete electronic copies on CD-ROM.
- Proposals shall be prepared simply and economically, without the inclusion of unnecessary promotional materials.
- Proposals submitted shall be written in the English language.

Submittal of a proposal pursuant to this Request for Proposal shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth unless otherwise expressly stated in the proposal.

To assist with the evaluation of responses to this Request for Proposals, responses shall be made in the same titling and numbering schemes as used in this Request for Proposals. All pages of the proposal must be consecutively numbered.

4.2 Coverage of RFP Items

The proposal must cover the statement of work, detailed in section 2.0 of this RFP, and all the RFP requirements. Any limitation in the Respondent’s ability to supply information requested in the RFP or to support or to perform a particular function should be stated in detail in the appropriate section of your response. Any omissions or deviations from the requirements set forth in this RFP shall be fully described. Failure to adhere to the following format may be a cause for the rejection of the proposal as non-responsive.

4.3 Letter of Transmittal

Each proposal that is submitted in response to this RFP must contain the letter of transmittal including the following information:

- A brief statement of the Respondent’s understanding of the work to be done and commitment to perform the work.
- A list of the sections/parts of the RFP being bid.
- A summary of exceptions taken to the RFP requirements and statement of work.
- A reference to any contractual terms and conditions required by the Respondent.
- The names of individuals authorized to represent the Respondent, the titles, addresses, telephone numbers, and e-mail addresses.
- An officer authorized to bind must sign each proposal on behalf of the Respondent

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4.4 Table of Contents

Include a clear identification of the proposal by section and by page number. The proposal's section numbers shall be coordinated with the same numbering scheme used in this RFP08-01 to facilitate TMLP's review process.

4.5 Technical Proposal Form

The Respondent must complete all applicable portions of the Technical Proposal Form (an electronic version is referred to in Appendix C and posted on the TMLP website: <http://personal.tmlp.com/tmlpesp/RFP08-01-renewable-resource/>). This form must be included as a Microsoft Excel file in the required CD-ROM copies. If various options are proposed for a single project (different project sizes, commercial operation dates, etc.), separate forms, clearly marked, must be prepared for each option. To be considered responsive, the applicable portions of the Technical Proposal Form must be completed in its entirety and in accordance with the corresponding instructions.

4.6 Technical and Ownership Descriptions

The Respondent must provide the following information describing the project.

4.6.1 Contractual Arrangement

The proposal must indicate whether the offer involves a PPA with an ownership option; a standard PPA to TMLP lasting between 1 year and up to the life of the generating facility; or other arrangement.

4.6.2 Technical Information

The Technical Information is to include a description of the facility forming the basis of the proposal to TMLP. This includes information related to the type of plant, configuration, general layout diagrams, resource type (for example, solar, wind, etc.), net plant output (MW), projected capacity factor, annual energy production (MWh), net plant heat rate (if applicable), in-service date, and the major equipment providers (if selected).

Describe any feasibility studies performed for the project. Describe the level of engineering completed for the project. Describe a plan for equipment procurement and construction, including the size and make of all major equipment. If subcontractors have been identified for these services, please provide their names. A production profile shall be provided showing the estimated pattern (if any) in average energy production by month and time of day. The data and evaluations provided must support the level of generation proposed and the projected capacity factor.

If the proposal is based on an existing unit, historical data should be provided including net output rating (MW), hourly energy production for at least one year, capacity factor, equivalent availability, forced outage rate, scheduled outage rate, deratings, net plant heat rate (if applicable), and the forecasted five-year scheduled maintenance cycle. Respondents should provide a basic (non-

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confidential) description of the current power sales arrangements and how they relate to this proposal.

All information provided in this section should be consistent with the information provided in the Technical Proposal Form.

4.6.3 Site Characteristics and Control

Include a description of the facility site and a location map. This will include a description of the lease/ownership options in place or expected to be in place, the number of acres at the site and, as applicable, water sources or the plan for securing water, the waste disposal plan, and the transmission, water supply, fuel supply (as applicable), or other infrastructure additions required outside of the site boundaries for the proposal to be implemented. Any agreements and/or zoning restrictions in place which may impact the use or development of the facility must be stated.

4.6.4 Delivery of Power

The proposal must designate the location on the TMLP system (see **Appendix B**) to which power will be delivered and what interconnection and network transmission facilities will be required. Describe the status of any transmission system interconnection applications and studies already performed. Identify the estimated cost of any required transmission network additions and/or modifications, which have been reflected in the proposal price (proposals are to reflect “as delivered” costs to the TMLP system). If wheeling over third party lines is required for power delivery, provide evidence that such transmission capacity is available or available to be reserved during the term of the proposed sale. **Indicate the losses assumed between the facility and the delivery point.**

4.6.5 Environmental Compliance Plan

Include a description of how the facility will comply with all applicable environmental laws and regulations.

For any new facilities, provide a list of required permits and a schedule showing when permits and approvals will be secured and describe how this will be coordinated within the overall construction and development schedule. Describe any existing on-site environmental issues of concern such as site contamination, lack of waste disposal area, species of concern, emissions compliance (if applicable), and any other known environmental issues potentially having a negative impact on the ability to complete project acquisition or meet the long-term obligations of a power supply agreement. Describe the land uses adjacent to and in proximity of the site. Describe current or planned efforts to build local community support.

4.6.6 Subsidies

Describe any awards, grants, special tax treatment or credits (i.e. production tax credit, investment tax credit, or renewable resource grants), or any other subsidies that are or may be available to the project. Describe the subsidy, identify any critical schedule deadlines, and indicate the likelihood of the project

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receiving the subsidy. Respondents must explicitly identify in their proposals the economic or other impacts to the project in the event the subsidy is not received. For example, wind and other applicable projects proposing power sales should present the power price with and without production tax credits.

4.6.7 Offers to Other Parties

Describe whether the proposed capacity and/or energy has been offered to another purchaser, the status of the offer, and other relevant disclosures.

4.7 Resource Supply

The Respondent should provide sufficient information on the renewable resource supply to provide assurance to TMLP that the project will be able to meet its projected production estimates for the duration of the project life. In particular, the following information is required:

Wind

- Provide a summary of all collected wind data for the proposed site.
- Indicate where the data was collected and its proximity to the proposed site.
- Provide (a) at least one year of hourly wind resource data, or (b) a wind resource assessment report from a qualified meteorologist, or (c) both.
- Correlate the long term wind speeds for the general area where the project is to be located to the collected wind resource data at the site.

Geothermal

- Provide summary of all collected geothermal data for the proposed site.
- Characterize the geothermal resource quality, quantity and projected production levels.
- Provide a graph or table that illustrates the annual and monthly projection of geothermal resources.
- Describe any other existing geothermal facilities in the resource area and characterize their production.
- Describe land lease and right issues.
- Describe test drilling performed, if any.

Biogas

- Provide a gas production forecast for each landfill or anaerobic digester. Forecasts should include decay of gas production from closed landfill cells and additional gas production from future landfill cells or increased digester throughput.

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- Provide a graph or table that illustrates the annual and monthly projection of gas flow from each source.
- Characterize the gas quality and any measures anticipated for gas cleanup.
- Describe any agreement with the fuel supplier (as applicable).

Biomass

- Describe the biomass fuel makeup and its source.
- Provide a resource assessment of available biomass fuel for the facility and its proximity to the facility. The resource assessment should identify long-term fuel price risk and availability risk issues.
- Identify competing resource end-uses.
- Provide a plan for obtaining the biomass fuel, including a transportation plan.
- Provide proof of any contracts or letters of intent to acquire and transport the biomass fuel.

Solar

(solar trough, power tower, Sterling dish, photovoltaic, other)

- Provide a description of the solar incidence data supporting the projected electric power generation assumptions.
- Describe the source and location of the data and the number of years of data used as the basis for the generation assumptions.
- If the source and location of the data is different from the project site, provide an engineering review of its applicability to the proposed site.

Other

(small hydroelectric, biodiesel, municipal solid waste, ocean wave, etc.)

- Provide an assessment of the available resource supporting the projected production profile of the facility.
- For projects requiring a feed stock, provide a plan for obtaining the feed stock, including a transportation plan.

4.8 Operation and Maintenance (O&M)

The Respondent is to provide a description of the expected O&M plan for the facility. This information should include the following:

- Whether the Respondent is currently or will operate/manage the facility or will contract out for O&M. If the Respondent will contract out, explain the current status of selecting an O&M contractor.
- Provide a description of the O&M plan, including a discussion of contracting for outside services.
- Include a long-term maintenance schedule for the facility, if applicable.

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4.9 Project Schedule

If the proposal will involve acquisition of or power sale from a new facility, the Respondent is to provide the anticipated time schedule for the permitting, design, acquisition, financing, delivery, construction, startup, and commissioning of the facility.

4.10 Financing Plan

If a new facility is being proposed, the Respondent must present a complete financing plan that covers the total project costs of the facility being proposed including, among other things, spare parts, contingencies, and interest during construction. A pro forma cash flow model shall be provided and the potential sources of funding for the project should be identified.

4.11 Project Team Qualifications and Experience

4.11.1 Company Qualifications

- Company profile, including office location(s), age of company, average number of employees over the past 5 years, and any ownership interests.
- Company organization chart and resumes of key staff.
- A description of the Company's pertinent experience for all power projects, projects of similar technology, and projects located in the same state as proposed for this project. The Respondent should designate if the experience is in (1) development, (2) construction, (3) ownership and/or (4) operation and maintenance of the projects.
- State whether there is any current litigation regarding any power supply matter involving the Company and any of its subsidiaries or off-balance sheet companies in which it has an interest. If there is any current litigation, provide a discussion of the current litigation.

4.11.2 Samples of Capabilities

Include a list of similar projects successfully completed by the Respondent, including the project size, technology, location, completion dates, and if the project is still in service.

4.11.3 References

Include a list of client references who may be contacted, including at least three for whom services were rendered during the last 24 months. Include the following information for each client-reference contact person directly familiar with the Respondent's performance:

- name
- title
- address
- telephone number
- e-mail address.

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For specific projects referenced, please provide the following additional information:

- Location of project
- Size of project (\$, MW)
- Type of project
- On-line date of project
- Described the role of you or your company in relation to the project

4.11.4 Financial Status

The Respondent must provide adequate documentation of the company's financial status, current bond rating, annual financial report, or other independently audited financial report or tax return, to permit TMLP to determine the Respondent's ability to reliably perform obligations under the contract. This financial information will be reviewed to ensure adequacy of financial resources to enable the Respondent to perform services as required under the proposed contract.

If the Respondent is not the ultimate parent company, the Respondent must provide the name of the parent company and provide the above information pertaining to the parent company and its ability to provide a parent guaranty.

4.11.5 Technical Approach

This section should include a description of the Respondent's philosophy and general practices in developing, constructing, and operating and maintaining renewable electric power projects.

Provide a summary that indicates the Respondent's understanding of the key issues, problems and activities pertinent to developing, constructing and operating and maintaining renewable electric power projects described herein in order to ensure that the capabilities proposed by the Respondent will facilitate the successful implementation of the project(s).

4.11.6 Subcontractors

State if and how the Respondent will use Subcontractors to perform services pursuant to the contract. The Contractor shall provide the same assurances of competence for the Subcontractor, plus the demonstrated ability to manage and supervise the subcontracted work. The Contractor shall submit all data on the Subcontractor required by Section 4.11 of this RFP. If subcontractors change or are added during the course of the contract, TMLP approval is required in writing before any change or addition is made.

4.12 Proposal Security

After a Respondent has been short listed and negotiations for an agreement have been completed, TMLP will place the Respondent on a Recommendation of Award List. TMLP requires a Respondent placed on the

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Recommendation of Award List to furnish in favor of TMLP an irrevocable letter of credit or bank guarantee, issued by a reputable financial institution or commercial bank satisfactory to TMLP, in the amount of **\$3/kW** of the facility Net Capacity (consistent with information supplied in the Technical Proposal Form). This Proposal Security must remain in full force and effect for the lesser of: A) a period lasting 90 days from the proposal being placed on the Recommendation of Award List, or B) until an agreement is executed. If an agreement is not executed within the above time frame, TMLP will return the Proposal Security, in full, to the Respondent. The 90 day Proposal Security posting period may be extended by mutual consent. The Proposal Security can be called upon by TMLP up to the full amount if the Respondent withdraws the proposal or changes the terms and conditions of the proposal after the Respondent has been placed on the Recommendation of Award List. In any event, TMLP requires all Respondents to be bound by their proposals in accordance with section 5.7. Respondents must state in the proposal whether the Respondent will comply with TMLP's proposal security requirement.

4.13 Compensation: Energy or Project Costs

Proposals offering a PPA with a facility ownership option must include an all-in, or bundled energy price, which includes any capacity attributes, delivered to an approved Delivery Point, in the form of \$/MWh with an explanation of any escalation required for the term of the PPA, and a total lump sum purchase price for the facility when the option can be exercised.

Proposals offering a PPA must include an all-in, or bundled energy price , which includes any capacity attributes delivered to an approved Delivery Point, in the form of dollars per Mega-Watt hour (\$/MWh) with an explanation of any escalation required for the term of the PPA.

TMLP will have the right to negotiate and restructure pricing.

4.14 Previous Services Provided to Taunton Municipal Lighting Plant

If the Respondent, within the last three years, rendered any service to TMLP, either as a contractor or subcontractor, either under the current Respondent's name or any other name or organization then it must provide details (agreement numbers, dates, brief description of the services rendered and dollar amounts).

4.15 Taxpayer Identification Number

Provide the Respondent's Taxpayer Identification Number on Form W-9.

4.16 Job Opportunities and Job Training

TMLP strives to promote an interest in employment in the utility industry, improve the quality of the available workforce, and facilitate job opportunities for students, and at-risk and unemployed workers. As part of this effort, TMLP encourages the private sector to work collaboratively with educational institutions

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and community groups to foster an environment of economic and personal growth and development.

TMLP challenges consultants/contractors doing business with TMLP to facilitate job opportunities for higher education and high school students, and at-risk and unemployed workers of all ages through active participation in Federal/State funded programs, local high schools, community colleges, and special employment/training activities sponsored by the City's work source centers.

Consultant /contractor efforts with respect to creating job opportunities for higher education and high school students and at-risk and unemployed workers will be considered by TMLP in its Proposal review and selection process. Respondents are encouraged to request assistance from high schools, community colleges, universities, work source centers, and other community resources in the recruitment and placement of trainees/interns.

5.0 Conditions for Submitted Proposal

5.1 Clarification

If additional information is needed to interpret this RFP, written questions shall be emailed as described in the Letter of Announcement.

5.2 Right to Reject Proposals

TMLP reserves the right to reject any or all proposals.

5.3 Incurring Costs

TMLP is not liable for any costs incurred by Respondents in responding to this RFP. Any and all costs incurred responding to this RFP, including interviews or other related activity, shall be borne by the Respondent.

5.4 Disposition of Proposals

All documents submitted in connection with the Proposal may be subject to disclosure as required by the Massachusetts Public Records Laws.

The Respondent must identify in writing, in the body of the proposal, trade secrets or other proprietary information (hereinafter collectively referred to as "Proprietary Information") that the Respondent claims are exempt from disclosure pursuant to the Massachusetts Public Records Laws. The Respondent must include one additional unbound copy of the Proposal with the Proprietary Information totally blacked out or removed from the text.

The Respondent who claims such an exemption must also state in the Proposal that:

Respondent undertakes and agrees to defend, indemnify and hold harmless TMLP from and against all suits, claims, and causes of action brought against TMLP for TMLP's refusal to disclose Proprietary Information to any person making a request pursuant to the Massachusetts Public Records Laws. Respondent's obligations herein include, but are not limited to, all attorney's fees (both in house and outside counsel), costs of litigation incurred by TMLP or its

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attorneys (including all actual costs incurred by TMLP, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against TMLP, through and including any appellate proceedings. Respondent's obligations to TMLP under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Respondent of TMLP's invoices for all fees and costs incurred by TMLP, as well as all damages or liability of any nature.

Failure to identify Proprietary Information and Indemnify TMLP exactly as stated above will constitute a waiver of a Respondent's claim that any material contained within the Proposal is Proprietary Information.

If TMLP receives a Massachusetts Public Records Laws request for the Proposal, and TMLP determines that the Proposal, including any Proprietary Information, is subject to disclosure under the Massachusetts Public Records Laws, then TMLP shall notify the Respondent of the request and its intent to disclose the Proposal. The Proposal shall be released by the TMLP as required by the Massachusetts Public Records Laws unless the Respondent timely obtains a court order prohibiting such release.

5.5 RFP Award Processes, Selection and Negotiation

This REQUEST FOR PROPOSAL constitutes an invitation to provide information and proposals and is not a competitive bid process or a solicitation for proposals to construct anything. Therefore TMLP, in its sole discretion, may exercise any and all rights to enter into negotiations to arrive at a mutually acceptable set of commercial terms and conditions to undertake and complete the project with any responding party or with any combination of responding parties who, in TMLP's sole judgment, appear to be qualified to provide the best value to best satisfy the needs of TMLP as set forth in this RFP process.

If TMLP receives information from one or more respondents in the course of this RFP process which, in its sole discretion, it deems worthy of further consideration, TMLP may request additional information from the respondent or respondents and may engage in any additional negotiations with any such firms submitting such information which TMLP deems to be in its best interests.

TMLP may award a contract on the basis of proposals submitted, without discussions, or may carry forth a series of further discussions and interviews. TMLP also reserves the right to, and may, submit additional clarifying questions to Respondents that TMLP, in the exercise of its discretion, determines to be helpful to the selection process. TMLP also may negotiate with one or more Respondents.

TMLP may require Respondents to affirmatively represent that the Respondent does not provide for a lower fee structure to any other public entity.

5.6 TMLP Commission Review

Any action taken by TMLP may be subject to review and approval by its Commission and an award of contract may not be final until such review and

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approval process has been completed. The successful Respondent will be notified, in writing, when the review and approval process has been completed, and of the award date of the contract. No payment can be made for action taken or work started prior to the award date of the contract and execution of bonds and insurance if applicable.

5.7 Binding Proposals

All Respondents must agree to be bound by their proposals.

6.0 Standard Contract Provisions

At the conclusion of the evaluation process, negotiations between TMLP and the successful Respondent(s) for a contract will proceed. In order to ensure the negotiations are successfully completed within an appropriate time frame, the standard terms and conditions required by TMLP is presented in **Appendix A, GENERAL TERMS AND CONDITIONS**. This draft includes Standard Terms and Conditions that will be the basis for negotiating final Terms and Conditions as part of the final contract.

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APPENDIX A

GENERAL TERMS AND CONDITIONS

(Not an integral part of this RFP08-01 – Provided for general reference)

ARTICLE 1 – AGREEMENT FORM

The Agreement Form, Form of Agreement, Agreement or Contract between the Taunton Municipal Lighting Plant (TMLP), hereinafter referred to as Owner or Purchaser and the Bidder, hereinafter referred to as Seller or Contractor shall be a TMLP Purchase Order that incorporates by reference the Contract Documents, the Awarding Authority's Notice of Award with conditions, the Seller's signed proposal as submitted (if no exceptions are taken) or the Seller's signed proposal with only those exceptions specifically accepted by TMLP and included in TMLP's Notice to Proceed issued prior to TMLP's Purchase Order, and any additional modifications mutually agreed and included in the Purchase Order as issued. Taunton Municipal Lighting Plant's General Terms and Conditions of Purchase are contained on the reverse side of TMLP's Purchase Order, shall only be in effect to the extent that they are not in conflict with the Agreement Form as constructed in this ARTICLE 1. In case of such conflict or other conflict with pre-printed terms of either party to the Agreement, the Agreement Form shall govern the contract. No Agreement shall be binding unless it is in writing and signed by the Owner.

ARTICLE 2 - ENTIRE AGREEMENT

This Agreement shall constitute the entire understanding between the Owner and the Seller, and no modifications, rescissions, waivers or termination of this Agreement or any of its terms and conditions, shall be binding on the Owner unless agreed to in writing by the Owner. By acknowledging receipt of this Agreement, or by beginning to perform the work, or shipping the goods, the Seller agrees to all the terms and conditions of this Agreement. Any additional or different terms proposed by the Seller are hereby objected to and rejected by the Owner.

ARTICLE 3 - INDEPENDENT CONTRACTOR

The Seller shall perform work hereunder as an Independent Contractor and, as such, all persons furnished by the Seller shall be considered the Seller's employees or agents and the Seller shall be responsible for payment of all

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unemployment, social security and other payroll taxes, including contributions for them when required by law. With respect to the Seller's relationship to the Owner, nothing contained in this Agreement shall create any relationship other than that of an Independent Contractor.

ARTICLE 4 - PERFORMANCE

Time is of the essence of this Agreement. If the Seller shall fail in any respect to prosecute the work with promptness and diligence, the Owner may cancel this Agreement in part or in its entirety without liability for the cancelled part(s).

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ARTICLE 5 – FORCE MAJEURE

Neither party shall be liable to the other for failure to perform any of its obligations under this Agreement during any period in which performance is delayed by fire, flood, or other natural disaster, strikes, riots, governmental action, war or any other cause beyond the reasonable control of either party, provided that the party so delayed immediately notifies the other party of such delay.

ARTICLE 6 - ASSIGNMENT

This Agreement is placed on condition that the Seller shall not assign it, nor any payment due or to become due hereunder, without the Owner's prior written consent. Any such assignment(s) without the Owner's prior written consent shall be null and void. Should the Owner agree to an assignment, the Seller shall remain fully responsible for the acts and omissions of the Seller's assignee and the Seller shall indemnify and hold the Owner harmless from any and all loss and expense arising out of any assignment.

ARTICLE 7 - APPLICABLE LAW

The rights and obligations arising from this Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

ARTICLE 8 - COMPLIANCE WITH LAW

Any provision required by law to be included herein shall be deemed included as a part of this Agreement whether or not specifically referenced. The Seller shall comply with all applicable federal, state and local laws, rules and regulations. The Seller also agrees to indemnify and hold the Owner harmless from any and all damages and liabilities assessed against the Owner as a result of the Seller's noncompliance therewith.

ARTICLE 9 - TAXES

The Owner, under Exemption No. E-046-001-320, is an organization exempt from payment of Massachusetts state and local taxes on tangible property and services and will not reimburse the Seller for such taxes incurred by the Seller under this Agreement.

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ARTICLE 10 - PRICE GUARANTEE

The Seller warrants that the prices quoted for the services described herein are as low as any net price now given to any other customer of the same class.

ARTICLE 11 - AUDIT

The Seller shall, at its own expense, keep and maintain complete records and books of account of its costs and expenses relating to the work in accordance with generally accepted accounting principles. Should a dispute arise between the Owner and the Seller regarding amounts and/or credits under this Agreement, the Seller hereby grants the Owner permission to audit such records and books of account at the Seller's usual place of business at reasonable times.

ARTICLE 12 – CONFIDENTIALITY

If in the event that during the course of rendering the Services hereunder, the Seller learns any proprietary information, including, but not limited to technical or business data, projections, plans, or any other confidential information of Owner, the Seller shall maintain such information as confidential and shall not disclose such information to any person outside its employ, and only to such persons within its employ as is necessary for the Seller to furnish the services pursuant to the terms of this Agreement. The Seller shall inform his/her employees of the obligations assumed hereunder and shall require their compliance with such confidentiality obligations as a condition of making such employees available to provide services to the Owner. No reports, information, or data given to or prepared by the firm under the contract shall be made available to any individual or organization by the firm without the prior written approval of TMLP. No reports, information, or data given to or prepared by the firm under the contract shall be made available to any individual or organization by the firm without the prior written approval of TMLP. Additionally, the Seller, as the awarded Contractor of RFP08-01, must execute a Confidentiality and Non-Disclosure Agreement prior to commencing work under the Agreement, in a form acceptable to and approved by the Taunton Municipal Lighting Plant.

ARTICLE 13 - WARRANTY

To be negotiated; dependent on final contract characteristics

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ARTICLE 14- TERMINATION

The Owner upon written notice may terminate this Agreement or any part hereof, and such action shall in no event be deemed a breach of this Agreement. Such termination may come about for the sole convenience of the Owner. Upon receipt of written notification from the Owner that this Agreement, or any part hereof, is to be terminated, the Seller shall immediately cease operation of the work stipulated and assemble all material that has been prepared, developed, furnished or obtained under the provisions of this Agreement that may be in its possession or custody, and shall transmit the same to the Owner on or before the fifteenth day following the receipt of the above written notice of termination, together with its evaluation of the cost of the work performed. The Seller shall be entitled to just and equitable payment in accordance with this Agreement for any uncompensated work satisfactorily performed prior to such notice, however, the Seller shall not be entitled, nor shall the Owner give any consideration to the Seller for claims for loss of anticipated revenue(s) including overhead and profit, which the Seller might have reasonably expected to make on the uncompleted portion of the work.

ARTICLE 15 - LIMITATION OF LIABILITY

The Owner and the Seller shall not be liable to each other for any direct, indirect, special, incidental or consequential damages including loss of anticipated earnings, revenues or profits arising out of the performance or non-performance of this Agreement.

ARTICLE 16 - INDEMNIFICATION AND HOLD HARMLESS

Seller hereby agrees to indemnify, defend, protect and hold harmless TMLP and its employees, officers, managers, commissioners, agents, successors and assigns from and against any and all claims (including, the cost of defense thereof and attorney's fees), liability, losses, demands, suits, causes of action or actions of any description that may be asserted based on Seller's performance hereunder including, without limitation, claims for personal injury (including death, whether to Seller's employees, its contractors' or subcontractors' employees, or to TMLP's employees, or those of any third party) or property damage, arising out of or in connection with the performance of Seller's obligations or the exercise of Seller's rights under this Agreement.

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ARTICLE 17 - INSURANCE

Without limiting any of the other obligations or liabilities of the Seller, the Seller and any of its sub-contractors, or anyone employed by them directly or indirectly, shall at its own expense, to the extent such coverage or similar coverage are reasonably available on reasonable commercial terms, maintain throughout the term of this Agreement, insurance coverage of such type and amount as may be necessary to protect it and the interests of the TMLP against all hazards or risks of loss arising from the Seller's performance of this Agreement to include, but not limited to, all claims for damages for bodily injury, personal injury (including accidental death) and property damage from any source, third party or otherwise, including personnel furnished by the Seller.

Unless otherwise specified, the Seller shall require his/her sub-contractors to maintain a level of insurance coverage no less than that which the Seller is required to maintain pursuant to this Agreement, and shall upon request of the Owner, provide Certificates evidencing such insurance. Failure of the Seller or any of his/her sub-contractors to maintain insurance coverage, shall not relieve the Seller of any contractual responsibility, obligation, or liability arising out of the performance of the work.

The Seller shall deliver to the Owner no later than ten (10) business days after award or prior to commencing work on the Owner's premises, whichever is sooner, Certificates of Insurance with limits not less than those set forth below with insurance companies duly licensed and authorized to do business in the Commonwealth of Massachusetts having a minimum Best Rating of "A", identified on their face by Purchase Order or Contract number and/or work description, as evidence that policies are in full force and effect.

For General and Automobile Liability only, such policies shall be endorsed naming the Owner as an additional insured. Certificate(s) for the same shall be indicated on their face by the words "TMLP is named as an additional insured." Such policies shall also contain waivers of the insurers subrogation rights against the Owner and include coverage of the Indemnification and Hold Harmless Agreement as set forth in Article 17 of the Terms and Conditions. The Seller's Certificate(s) of Insurance shall specifically evidence that the Hold Harmless undertaking herein set forth has been included under the contractual provisions of the Seller's insurance policy. All insurance coverage afforded in either Limits of Liability or General Aggregate shall not be cancelled, terminated, reduced, eroded, impaired or materially changed without at least sixty (60) days prior written notice to the Owner of such action. Such notices shall be mailed via certified mail, return receipt requested to:

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Taunton Municipal Lighting Plant,
P O Box 870,
Taunton, MA 02780-0870
Attn: Administrator - Purchasing & Materials

The following coverage and minimum limits apply and shall be primary to any other coverage available to the Owner and shall not be deemed to limit the Seller's liability under this Agreement. The Seller shall be liable for all deductible amounts from such insurance and shall indemnify and hold harmless the Owner from that.

Coverage Minimum Limits or Equivalent Aggregate Limits

- | | | |
|----|------------------------------|---|
| 1. | <u>Workers' Compensation</u> | Statutory Requirements of the
Commonwealth of
Massachusetts |
| 2. | <u>Employers' Liability</u> | \$ 1,000,000. per occurrence |

In case any class of employees engaged in hazardous work on the project under this Agreement is not protected under the Workers' Compensation Statute, the Consultant shall provide and shall cause any of his/her sub-contractors, or anyone employed by them directly or indirectly, to provide Employer's Liability Insurance with a limit of at least \$1,000,000 each accident for the protection of such of its employees as are not otherwise protected.

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3. Comprehensive General Liability or Commercial General Liability

No aggregate limits shall apply except for products/completed operations. Coverage shall be written on an occurrence basis with limits not less than those stated below.

Bodily Injury (including accidental death)	\$ 5,000,000. per person per occurrence
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Property Damage (Broad Form)	\$ 5,000,000. per person per occurrence
------------------------------	---

or

Combined Single Limit	\$ 5,000,000. per person per occurrence
-----------------------	---

Also including, but not limited to:

- Products/Completed Operations
- Premises and Operations
- Personal Injury Liability
- Contractual Liability
- Independent Contractors
- Broad Form CGL Endorsement Coverage
- Owner's and Contractors Protective Liability favoring the Owner (required **only** if the Owner is not named as an Additional Insured under the Consultant's liability coverage).

4. Professional Liability \$2,000,000.

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Architects and Engineers Errors & Omission coverage with a minimum \$2,000,000 combined single limit per occurrence for bodily injury and property damage.

5. Comprehensive Automobile Liability

(including all owned, non-owned and hired automobiles)

Bodily Injury (including accidental death)	\$ 1,000,000. per person per occurrence
--	---

Property Damage	\$ 1,000,000. per person per occurrence
-----------------	---

or

Combined Single Limit	\$ 1,000,000. per person per occurrence
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6. Excess Liability (Umbrella form) Above Required Primary Limits:
\$8,000,000.

During the term of this Agreement, the Seller upon the Owner's reasonable request, shall furnish the Owner with certified copies of the insurance policies described in this Article. In the event the above insurance amounts are unavailable on reasonable commercial terms and the Seller advises the Owner in writing that lesser amounts or different coverage are appropriate, the Owner may, at its option, revise the amounts or coverage shown in this Article.

ARTICLE 18- WAIVER, SEVERABILITY AND MERGER

In the event the Owner fails to insist on strict performance of any condition or to exercise its rights hereunder, such failure shall not constitute a waiver. In the event of the invalidity of any portion of this Agreement, such invalidity shall not affect the validity of the remaining portions that shall remain in full force and effect and be interpreted as if the invalidated portion was never contained herein.

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This Agreement represents the final agreement of the parties and, except as specifically provided herein all prior negotiations, representations and covenants with respect to this Agreement merge into this document.

ARTICLE 19 REPRESENTATIONS, ASSURANCES AND DELEGATION OF AUTHORITY

All proposal documents must be signed by a person with legal authority to bind the activity making a proposal. If incorporated, the proposal must be signed by a corporate officer of the Contractor, or in the absence of such signature, the proposal must be accompanied by a delegation of authority letter containing a corporate vote that authorizes the person or persons so named to sign in the absence of a corporate officer's signature. Any delegation of authority to sign as the authorized representative of the Contractor shall be made in written form and forwarded to TMLP enclosed with the Contractor's proposal for the project. The right of the person signing the proposal documents shall be established by such or similar means, under oath and subject to penalties of perjury if the signatures provided are not authorized or information provided about delegated authority is found to be false, inaccurate or invalid and TMLP has relied on such information in the contracting process. If the organization is a sole proprietorship or partnership the signature of the owner or the signatures of all partners must be provided. TMLP and the Contractor each represent that they have the power and authority to enter into this Agreement and that the Agreement Form, Form of Agreement or Contract constitutes a valid and binding obligation of each party.

ARTICLE 20 NOTICES, CONTRACT PROCESS AND CONTRACT EXECUTION

All notices given by the OWNER shall be in writing and shall be signed by the OWNER or an authorized representative of the OWNER. A NOTICE OF AWARD shall in all cases be provided to the awarded contractor. A NOTICE TO PROCEED is provided by the OWNER on an optional basis and, if provided, will always precede issuance of any Purchase Order Agreement (POA) that may be issued as a result of a bid award, but is not in lieu of a POA. The NOTICE TO PROCEED, however, may or may not be followed by a Purchase Order Agreement. If not followed by a Purchase Order Agreement there shall be no valid contract between the parties and the NOTICE OF AWARD considered null and void. Only in instances where TMLP, as the OWNER, issues a written Purchase Order Agreement that is properly acknowledged by the awarded contractor shall a contract exist between the parties and the contract considered executed. All responses from contractors as a result of such NOTICES as may be given or provided by the OWNER shall likewise be in writing and signed by the contractor or a duly authorized representative of the contractor.

Taunton Municipal Lighting Plant RFP08-01

Appendix B. TMLP Transmission & Distribution Service Territory

From TMLP's RFP08-01 Renewable Resource website:

<http://personal.tmlp.com/tmlpesp/RFP08-01-renewable-resource/>

Locate the following files:

Massachusetts Electric Utility Service Areas.jpg

TMLP Service Territory.pdf

TMLP Territory Trans & Distbtn.jpg

Appendix C. Technical Proposal Form

From TMLP's RFP08-01 Renewable Resource website:

<http://personal.tmlp.com/tmlpesp/RFP08-01-renewable-resource/>

Locate the following file:

TMLP Technical Proposal Form.xls

Appendix D. Draft Power Purchase Agreement

From TMLP's RFP08-01 Renewable Resource website:

<http://personal.tmlp.com/tmlpesp/RFP08-01-renewable-resource/>

Locate the following file:

TMLP - Renewable Energy Unit Contract_v1.DOC

Taunton Municipal Lighting Plant RFP08-01

APPENDIX E

Amendment Notes

Amendment Release 1

Taunton Municipal Lighting Plant RFP08-01 Amendment Release 1, file name "TMLP Renewable Resource RFP08-01 AMENDED release 1.(extension)" was released to implement the following amendments:

Schedule Amendments:

Renewable Resource RFP Schedule	Original 7/22/08	Amended to
Issuance of RFP	July 21, 2008	July 21, 2008
Pre-Proposal Conference	August 14, 2008, 9:00 am	August 14, 2008, 9:00 am
Last Date for Questions to be submitted	August 28, 2008	November 3, 2008
Last Date to Post Answers to Questions	September 4, 2008	November 17, 2008
RFP Proposal Submittal Date	September 25, 2008, 2:00 pm	December 1, 2008, 2:00 pm
RFP Evaluation Period	8 weeks	8 weeks
Issue RFP Results/Short-List	November 20, 2008	January 28, 2009
Start Negotiations with Short-Listed	November 27, 2008	February 4, 2009
Expiration of RFP	September 25, 2009	December 1, 2009

Pages 9, 10:

Original:

TMLP is seeking proposals to acquire approximately 260,000 Mega-Watt

Amended to:

TMLP is seeking proposals to acquire **up to** 260,000 Mega-Watt
