

October 25, 2013

Re: Request for a Proposal for a Performance Data Provider to Read and Provide Electronic Data from Revenue Grade Meters for Certified Class I Solar Projects

To Whom It May Concern:

The Public Utilities Regulatory Authority (PURA or Authority) is sending your company a request for proposal (RFP) for a Performance Data Provider (PDP) to Read and Provide Electronic Data from Revenue Grade Meters to the Authority for Solar Projects that have been certified as a renewable energy source in Connecticut.

Pursuant to the General Statutes of Connecticut (Conn. Gen. Stat.) §16-1(a) (26), Class I renewable energy source is defined to include energy derived from solar power. Behind-the-meter and off-grid generators are currently recorded to NEPOOL GIS via a self-reported data entry with no associated verification, auditing or accountability requirements. All behind-the-meter and off-grid generators certified in Connecticut and eligible to receive solar Renewable Energy Credits (RECs) are either subject to audits by the Authority or, if located outside of Connecticut, required to provide documentation showing that its generation output is audited and verified by an entity with competent jurisdiction. As such, the Authority currently requires certified facilities to utilize independent third party verifiers to ensure the accuracy of renewable energy generated. However, due to persistent inaccuracies, inconsistent methods of reporting, a lack of independence of third-party verifiers, and lack of compliance by generators, the Authority is exploring the option of requiring facilities to install revenue grade meters, and having a PDP with an electronic data platform to provide direct meter readings to the Authority.

The Authority is seeking a qualified PDP with successful experience in the solar electric regulatory industry to provide periodic energy readings from revenue grade meters of behind-the-meter or off-grid generators at zero cost to the Authority. The PDP will possess a web-based platform capable of electronically collecting, aggregating and storing detailed production data. The PDP will periodically generate and submit reports comparing actual production data to estimates to the Authority. The PDP may recommend or suggest specific, compatible, revenue grade meters capable of transmitting production information.

The Authority requests proposals from qualified bidders to provide this service. Attachments critical to the engagement are enclosed. Attachment 1 identifies the authority and required scope of the engagement. Attachment 2 provides guidelines to the PDP for the engagement. Attachment 3 provides guidelines on the proposal itself. Attachment 4 provides excerpts from the Connecticut Statutes. Further information on electric utility regulation in Connecticut can be found on the Authority's website at <http://www.ct.gov/pura/>.

The Authority requests that 5 copies of the proposals be sent to the Authority, to the attention of Cat Nguyen, at the Authority's address (State of Connecticut, Public Utilities Regulatory Authority, Ten Franklin Square, New Britain, Connecticut, 06051) and in Word format to the following email addresses: cat.nguyen@ct.gov and pura.executivesecretary@ct.gov by November 30, 2013. The Authority is requesting a proposal with the intent of having the PDP begin the engagement immediately upon its selection.

PUBLIC UTILITIES REGULATORY AUTHORITY

Nicholas E. Neeley
Acting Executive Secretary

ATTACHMENT 1

STATEMENT OF SCOPE, PURPOSE AND CONDITIONS

Background

In certifying generators as renewable energy sources, the Authority will accept only electronic readings and require certified behind-the-meter and off-grid solar Class I generators to install revenue grade meters to track solar renewable energy system performance.

As such, the PDP will monthly, quarterly, and annually generate and submit reports, showing actual production data compared to estimates, to the Authority. The PDP may recommend or suggest specific, compatible, revenue grade meters capable of transmitting data. Therefore, the Authority requests a PDP who possesses a web-based platform capable of receiving renewable energy system performance data to generate periodic reports of production data for the Authority.

The PDP may suggest specific compatible revenue grade meters. If specific revenue grade meters are suggested, the revenue grade meters must (1) meet the NEPOOL-GIS standards and (2) be capable of direct integration into the web-based platform. Proposals with specific revenue grades must identify direct program costs to generators and which of these costs are recurring. Proposals should identify all hardware, software, and subscriptions costs, as applicable, to the facility. Proposals should be at zero cost to the Authority.

General Scope of the Engagement

This engagement is authorized under Conn. Gen. Stat. §16-1(a) (26) and the Regulations of Connecticut Agencies §16-245a-2. The Authority seeks a PDP to provide periodic meter readings from revenue grade meters to help verify production data from behind-the-meter and off-grid solar Class I solar generators. The selected PDP will aggregate the production data from solar generators by ensuring the selected web-based platform and recommended revenue grade meter(s) are capable of the following:

1. Receiving yield data from specified revenue grade meters;
2. Storing data in accordance with State of Connecticut records retention laws;
3. Aggregating such information for detailed quantitative and qualitative analysis;
4. Monitoring and analyzing accuracy of information provided by generators;

5. Tracking the actual production of clean energy from the solar installations to compare against the estimated production;
6. Producing periodic yield reports in easy to read format;
7. Setting alerts to monitor erratic or suspicious generation data;
8. Easy access by the Authority, if any production data is disputed;
9. Periodic self-auditing, and
10. Any other areas pertaining to providing meter readings from revenue grade meters through an applicable electronic platform capable of receiving production and directly integrating data from behind-the-meter or off-grid generators that could potentially impact customers and their rates.

Strong consideration will be given to PDPs who have demonstrated prior experience measuring energy production data, using currently commercially available monitoring technologies, and have been actively participating in a small scale residential or commercial market. The PDP should have proven and successful experiences in the solar utility industry. Proposals must demonstrate efficacy of reporting and the ability of the PDP to provide services outlined in this RFP. Proposals should provide:

1. A zero-cost to the Authority for PDPs reporting services.
2. System equipment requirements for solar generating facility, including:
 - Product information;
 - Compatible connection type;
 - Copy of owner's manual;
 - Warranties provided;
 - Hardware specifications;
 - Copy of marketing materials.
3. Breakdown of costs to each solar generating facility, including:
 - Installation costs;
 - System costs;
 - Maintenance costs;
 - Cost per unit of hardware;
 - Software costs;
 - Service costs;
 - Subscription costs;
 - Costs associated with or dependent on variations in generation size.
4. Sample contracts; including:
 - Length of contract needed with the Authority;

- Sample contract with solar generating facility.
5. Other PDP requirements.
 6. Any, and all, warranties to solar facility.
 7. Customer support available from PDP to solar facility.
 8. Information on web-based platform, including:
 - Screenshots;
 - Connectivity to other non-recommended revenue grade meters;
 - Specifications;
 - Back up data procedures;
 - Supported quantitative and qualitative analysis functions;
 - Detailed explanation of information and reports that can be created.

ATTACHMENT 2

ENGAGEMENT ACTIVITIES AND GUIDELINES

1. Timetable

The PDPs must be prepared to commit sufficient personnel and effort in order to meet the timetable mutually agreed to between the Authority and the selected PDP.

2. Authority's Use of Proposals and PDP Work Product

During the process of evaluating the proposals, the Authority reserves the right to request additional information or clarification from any PDP submitting a proposal, and to permit corrections of errors or omissions without notice to other competing PDPs. The Authority shall be held harmless if it or the PDP retained for this or any subsequent engagement employs at any time, any technique, methodology, or procedure suggested in any proposal, regardless of whether such proposal is from the PDP selected to perform the engagement. Proposals received by the Authority are subject to the Connecticut Freedom of Information Act, Conn. Gen. Stat. § 1-200 et. seq.

Implementation plans, software programs, and other system applications developed or purchased by the PDP in connection with this engagement shall be available for use by the Authority at no additional cost for an unlimited time after the completion of this engagement.

3. Notification of Award

The PDP agrees to not make any press announcement or release a news release or announcement concerning selection for the engagement prior to the Authority's public release of said information or in the alternative, without the written approval of the Authority.

4. Other Authority Rights

By its solicitation of proposals the Authority does not forfeit its right to reject any or all proposals submitted as a result of this RFP.

The Authority may set the length of engagement with the selected PDP in the contract. The contract will set out the terms of exclusivity, if any, with the selected PDP.

The Authority will be the final arbiter of all disputes arising from engagement-related matters.

5. Costs of Preparing Proposals

Any PDP submitting a proposal in response to this RFP does so at its own expense. It is understood that the selected PDP will not include proposal costs, or any costs incurred prior to the engagement award, as reimbursable costs related to the engagement itself.

6. Reporting Procedures

The selected PDP and the Authority will meet as necessary, as determined by the Authority, or upon request of the selected PDP, to discuss the progress of the engagement.

7. Access to Information Sources

The selected PDP will have access to the official books and records of the Authority germane to the audit's objectives. Further, it is expected that the selected PDP's legitimate informational needs will be both promptly and voluntarily met, but, if necessary, the statutory rights of the Authority to conduct an audit, investigation, or review of the books, records and equipment of the PDP will be invoked in the performance of the engagement.

8. Hearings

In addition to providing analysis and supportive written materials, the selected PDP may, as noted, be called upon to participate in public hearings.

9. Work Products and Reports

The PDP's work products and the reports issued to the Authority shall be considered public documents and shall be made available for public inspection and distribution as required.

10. Cost

Reporting services to be provided in the engagement must be at zero cost to the Authority.

11. Disputes

The Authority will be the final arbiter of all disputes.

ATTACHMENT 3

PROPOSAL GUIDELINES

1. PDP Experience

The proposal should contain brief descriptions of related work conducted in the last four years, and any currently in progress. Included should be whether the work was performed by the PDP or by proffered individuals independent of the PDP.

2. Experience in the Renewable Energy Market Trading System

The proposal must include specific experience in regional renewable energy market systems, regional transmission organizations (RTO) or Independent System Operators (ISO). Proposals must demonstrate monitoring or reporting experience with State Utility Commissions and other regulatory authorities, especially in the New England region. Proposals must highlight experience in monitoring energy generation, reporting, verification and auditing.

If subsequently required, the PDPs must be willing to provide references from energy projects, including, but not limited to, New England utility commissions and other regulatory authorities.

3. Affidavits

Submit an affidavit in which the PDP certifies and attests that neither it nor any member of its staff has provided, or caused to be provided, gifts, as defined in Conn. Gen. Stat. § 1-79(e), to any state official or employee of the Authority.

Submit an affidavit in which the PDP certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State, nor has made an admission of guilt of such conduct which is a matter of record.

Submit an affidavit in which the PDP identifies any direct financial, business, personal, or investment relationships that exist, or have existed, between the PDP, members of the PDP staff and the solar generating facilities, its affiliates, and its holding companies. The PDPs should state any direct pecuniary gain it has with particular certified behind-the-meter and off-grid generators Class I solar projects.

Submit an affidavit in which the PDP certifies that it has a specific written policy, resolution, or other form of documented commitment to non-discrimination in its workforce and any subcontractor's workforce such that the PDP does not discriminate in any manner prohibited by the laws of the State of Connecticut.

Submit the attached Affidavit Regarding Consulting Agreements in which the PDP discloses any agreements entered into for a fee by the PDP, or any member of its staff for counsel, contacts, lobbying or any similar activity related to the herein proposal.

4. Affirmative Action

The proposal should include a brief description of the PDP's Affirmative Action plan and its employee census from the standpoint of Affirmative Action.

5. Legal Compliance

All PDPs shall certify that the performance of the engagement will be in compliance with all federal and Connecticut laws, including all labor laws and all anti-discrimination legislation.

All PDPs submitting a proposal in response to this request, shall certify that: (1) the prices, or costs, quoted have not been knowingly disclosed to any competitor or any other potential bidder; (2) such prices have been determined independently without communication, agreement, or collusion with such competitors or potential bidders; (3) no attempt has been made to persuade any such competitor or potential bidder to submit or not to submit a proposal; and (4) no other actions of any kind have been taken which might be perceived as having the purpose of restricting or discouraging competition.

6. Insurance

The PDP shall be expected to secure and maintain, at no cost or expense to the Authority, professional liability insurance or Comprehensive General Liability Insurance (CGL) to insure against damages and costs resulting from, but not limited to, negligent acts, errors, and omissions in the performance of any engagement agreement resulting from this RFP. If such policy contains a deductible clause, the PDP shall be liable to the extent of the deductible amount. The State requires consultants to carry adequate insurance. Include in the proposal information regarding the type and amount of liability insurance carried by the PDP. Proof of insurance shall be provided to the Authority no later than the date of execution of any agreement.

7. Indemnity

The PDP shall be expected to indemnify and shall defend and hold harmless the State, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this engagement, including those arising out of injury to or death of the PDP's employees or subcontractors, whether arising

before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of the PDP or its employees, or agents.

8. Page Numbering

The pages of the proposals should be sequentially numbered for accurate referencing.

ATTACHMENT 4

Excerpts from General Statutes of Connecticut

Sec. 16-1(a) (26). Definitions: Class I renewable energy source:

(26) "Class I renewable energy source" means: (A) energy derived from solar power, wind power, a fuel cell, methane gas from landfills, ocean thermal power, wave or tidal power, low emission advanced renewable energy conversion technologies, a run-of-the-river hydropower facility provided such facility has a generating capacity of not more than five megawatts, does not cause an appreciable change in the river flow, and began operation after July 1, 2003, or a sustainable biomass facility with an average emission rate of equal to or less than .075 pounds of nitrogen oxides per million BTU of heat input for the previous calendar quarter, except that energy derived from a sustainable biomass facility with a capacity of less than five hundred kilowatts that began construction before July 1, 2003, may be considered a Class I renewable energy source, or (B) any electrical generation, including distributed generation, generated from a Class I renewable energy source.

Excerpts from Regulations of Connecticut State Agencies

Sec. 16-245a-2. Registration of renewable energy electric generating units

(a) **Units located within New England.** The department shall issue registration numbers to electric generation units eligible as Class I or Class II renewable energy sources that have submitted a registration application to the NEPOOL GIS. Such renewable energy electric units shall apply for registration on a form prescribed by the department.

(b) **Facilities located outside New England.** The department shall issue registration numbers to electric generation units eligible as Class I or Class II renewable energy sources located outside NEPOOL as permitted by section 16-245a(a)(2) of the Connecticut General Statutes. Such renewable energy electric generation units shall apply for registration on a form prescribed by the department.

(c) **Facilities subject to emissions limitations.** Each electric generation unit subject to the average nitrogen oxide rate restrictions contained in the definitions of Class I and Class II renewable energy sources shall file with the department within forty-five (45) days of the end of each calendar quarter an affidavit attesting to the unit's average nitrogen oxide emission rate per million BTU of heat input for such quarter. Upon receipt of such information, the department shall notify the applicable generation information system administrator of such unit's eligibility for trading as a renewable energy resource in Connecticut. Failure to file such affidavit may result in the revocation of the renewable energy unit's registration number,

rendering energy generated by the unit ineligible for trading as a renewable energy resource in Connecticut.

(d) **Audits.** The department may audit any renewable energy electric generation unit at any time to determine the unit's eligibility as a Class I or Class II renewable energy source.

(e) **Objections to classification.** Any person that objects to the department's classification of an electric generating unit pursuant to this section may request a declaratory ruling from the Department of Public Utility Control pursuant to section 4-176 of the Connecticut General Statutes as to the electric generating unit's eligibility as a Class I or Class II renewable energy source.

(f) **Notification of changed information.** If any of the information provided in a registration application submitted pursuant to this section changes, the department shall be notified of any such changes within 10 days. Failure to notify the department of such changed information within 10 days

AFFIDAVIT REGARDING CONSULTING AGREEMENTS

All state contractors, vendors, consultants or other entities seeking to conduct business with the State of Connecticut who anticipate entering into, or renewing, an agreement for procurement of goods or services having a total value to the state of more than fifty thousand dollars in a calendar or fiscal year (hereinafter "agreement") shall disclose any and all consulting agreements, whether written or oral, to the head of the contracting agency (hereinafter "such agency").

"Consulting agreement" means any written or oral agreement to retain the services, for a fee, of an individual or business entity for the purposes of:

- (1) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State of Connecticut, or
- (2) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or
- (3) any other similar activity related to the procurement agreement.

"Consulting agreement" does not include those agreements or services registered under the provisions of Chapter 10 of the Connecticut General Statutes (Code of Ethics for Lobbyists).

Such disclosure affidavit shall be required if any duties of the consultant include communication concerning business of such agency, whether or not direct contact with a state agency, state official and state employee is expected or made. The disclosure affidavit shall include the name of the consultant, the consultant's firm, whether the consultant is a former state employee or public official (if so, indicate the consultant's former agency and termination date), the basic terms of the consulting agreement, and a brief description of the services to be provided. The disclosure affidavit shall be amended whenever such entities enter into any new consulting agreements during the term of the procurement agreement.

I, _____ (name, title, and company name)
disclose the following consulting agreements (if not applicable, indicate "none"):

- 1.
- 2.
- 3.

I understand that this information shall be updated, as necessary, during the pendency of this, or any other contract that I may have with the State of Connecticut.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Name: _____ Signature: _____ Date: _____

Subscribed and Sworn before me this day of , 20__.

Notary Public/Commissioner of the Superior Court