
Snohomish County PUD No. 1



REQUEST FOR PROPOSALS

**RENEWABLE ENERGY CERTIFICATES
SOURCED FROM RENEWABLE RESOURCES LOCATED IN
THE PACIFIC NORTHWEST**

November 14, 2014

1.0 INTRODUCTION TO PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY

Public Utility District No. 1 of Snohomish County, Washington (“DISTRICT”), is a municipal corporation of the State of Washington, established in 1936 and governed by a Board of three elected Commissioners. The DISTRICT’s primary function is to provide electric service to Snohomish County and Camano Island. It also provides retail water service to portions of Snohomish County. The DISTRICT services over 327,000 electric customers and over 19,000 water customers within a 2,200 square mile service area.

2.0 OVERVIEW

The DISTRICT is soliciting proposals from qualified suppliers of Renewable Energy Certificates (“RECs”). The RECs to be purchased will help fulfill the DISTRICT’s obligation under RCW 19.29A.090 to provide its retail electric customer-owners a voluntary option to purchase qualified alternative energy resources.

This Request for Proposals (“Request for Proposals” or “RFP”) provides instructions to firms for submitting proposals and establishes terms and conditions under which the DISTRICT will contract for such supply.

3.0 SELECTION CRITERIA

The following factors shall be used by the DISTRICT in the evaluation of proposals submitted pursuant to this RFP:

1. Price
2. Resource mix
3. Location of sourced RECs
4. Range in the quantity of RECs to be included
5. Green-e certification (required)
6. Ability to register RECs through WREGIS (required)

Please refer to **Exhibit B – Selection Criteria** for more information.

4.0 SCHEDULE OF EVENTS

The DISTRICT has established the following anticipated sequence of events and tentative schedule dates for this process. All dates set forth in the chart below and elsewhere in this section are subject to change at the sole discretion of the DISTRICT.

Event	Dates
Issue RFP	November 14, 2014
RFP question period ends	5:00 p.m. Pacific Time, November 25, 2014
Answers to questions emailed	December 4, 2014
Proposals due	2:00 p.m. Pacific Time, December 10, 2014
Contractor selection and negotiations complete	December 19, 2014
Anticipated contract start	January 1, 2015

5.0 INSTRUCTIONS TO BIDDERS

5.1 HOW TO RESPOND

To respond to this Request for Proposals, a party must submit:

A completed **Bid Form (Exhibit C)** along with any supplemental or additional information, including any requested modifications to the **Sample Agreement (Exhibit A)**.

The name and address of the DISTRICT's Project Leader for this RFP is set forth below:

Project Leader: Leslie Moynihan
 Title: Customer Renewables Program Manager
 Address: Public Utility District No. 1 of Snohomish County
 2320 California Street, M/S E2
 Everett, WA 98206-1107
 Phone: (425) 783-8289
 Email: LGMoynihan@snopud.com

All requests for clarification or additional information regarding this RFP must be submitted by 5:00 p.m., Pacific Standard Time on November 25, 2014. No questions related to this RFP will be considered after this date. Questions regarding this RFP shall be submitted to Leslie Moynihan via email at the address shown above. Answers to all questions will be shared with all proposers by 5:00 p.m., Pacific Standard Time on December 4, 2014.

5.2 WHEN TO RESPOND

Responses to this Request for Proposals must be received by 2:00 p.m., Pacific Standard Time, December 10, 2014.

5.3 WHERE TO RESPOND

Submit all proposals to this RFP to Leslie Moynihan via email at the address shown above.

6.0 WASHINGTON STATE PUBLIC RECORDS ACT

As a Washington municipal corporation, the DISTRICT is subject to the Washington Public Records Act, RCW Chapter 42.56. Proposals submitted to the DISTRICT in response to the Request for Proposals are public records and are generally available to the public upon request for inspection and copying subject to a limited number of state and federal disclosure exemptions. Firms responding to this Request for Proposals shall specifically designate and clearly label as “CONFIDENTIAL” any and all materials or portions thereof which they believe is exempt from public inspection and copying under applicable state and/or federal law. Please note materials and information in a proposal that does not qualify as being exempt from disclosure under applicable state and/or federal law should not be designated and labeled as confidential. The proposer is solely responsible for consulting with legal counsel of their own choosing to determine what information is confidential and exempt from disclosure under applicable state and/or federal law. The DISTRICT cannot and does not guarantee that such material will not become available to third parties or the public.

If the DISTRICT is requested or required (by Public Records Act requests, interrogatories, requests for production of documents, civil investigatory demands, or similar processes) to disclose such specifically-designated information, the DISTRICT will provide the proposer that submitted the proposal containing the requested information with prompt notice of such request(s) so that the respondent may seek, at its own cost and expense, an appropriate protective order. Under no circumstances shall the DISTRICT have any responsibility or obligation whatsoever to initiate or defend against any inquiry, investigation, action, claim, suit, arbitration or proceeding relating to the confidentiality of any information identified as confidential by proposer. Proposer shall promptly reimburse the DISTRICT for any costs, fines, penalties, or charges the DISTRICT is required to pay as a result of failing promptly to disclose information identified as confidential by proposer. The DISTRICT shall have no liability whatsoever to the proposer or any other person for or as a result of any public disclosure or copying of any materials, whether or not such materials have been designated as confidential by proposer in accordance with this Request for Proposals, when, in the opinion of the DISTRICT’s legal counsel, the DISTRICT is legally obligated to permit such disclosure or copying or else risk civil or criminal liability or penalty.

7.0 RESERVATION OF RIGHTS

The DISTRICT hereby reserves its right to terminate this RFP at any time, to request additional information from one or more proposers, to contract with one or more proposers, or to reject any and/or all proposals. All proposals submitted are at the proposers’ own cost and risk. The DISTRICT shall have no obligation arising out of RFP except as may be expressly stated in a written contract executed by the DISTRICT and an entity after the DISTRICT has evaluated proposals to this RFP and selected the entity the DISTRICT in its sole discretion judges to best meet the DISTRICT’S stated needs.

8.0 PACKET MATERIALS

This packet includes:

- Request for Proposals
- Exhibit A (Sample Agreement)
- Exhibit B (Response Criteria)
- Exhibit C (Bid Form)

EXHIBIT A: SAMPLE AGREEMENT**Renewable Energy Certificate Purchase Agreement**

This Renewable Energy Certificate Purchase Agreement (“Agreement”) is entered into by and between _____, (INSERT TYPE OF LEGAL ENTITY) (“Seller”), and Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation (“DISTRICT”). Seller and DISTRICT may be referred to herein individually as “Party” or collectively as “Parties.”

Whereas, the DISTRICT desires to purchase Renewable Energy Certificates (or “RECs”) from the Seller in accordance with the terms and conditions of this Agreement.

Whereas, the Seller desires to sell RECs to the DISTRICT in accordance with the terms and conditions of this Agreement.

Now, therefore, the DISTRICT and Seller agree as follows:

Part 1. Definitions

- 1.1** “Renewable Energy Certificate” or “REC” means the Non-Power Attributes associated with the power generated from a specified Renewable Energy Facility. One REC represents the Non-Power Attributes made available by the generation of one megawatt-hour (MWh) from one or more Renewable Energy Facilities.
- 1.2** “Green-e® Energy Certification” means the certification awarded by the Center for Resource Solutions (“CRS”) in San Francisco, California that the REC meets the appropriate standards established by CRS, including its standard for Renewable Energy Certificates.¹
- 1.3** “Non-Power Attributes” means the fuel, technology, emissions, or any other attributes of a Specified Resource deemed of value by the Buyer except its energy, capacity, reliability, or power quality attributes. These Non-Power Attributes include but are not limited to any avoided emissions of pollutants to the air, soil or water such as sulfur dioxide (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO), and any other pollutant that is now or may in the future be regulated under the pollution control laws of the United States; and further includes any avoided emissions of carbon dioxide (CO₂) and any other greenhouse gas (“GHG”) that contributes to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere, along with the REC reporting rights to these avoided emissions.
- 1.4** “REC Reporting Rights” are the rights to report and register the exclusive ownership of the Non-Power Attributes in compliance with federal, state, or local law, if applicable, and to a federal or state agency or any other party at the DISTRICT’s discretion, and

¹ The *Green-e® Energy Certification Standard* is available at http://www.green-e.org/getcert_re.shtml

shall include without limitation those Reporting Rights accruing under Section 1605(b) of the Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill.

- 1.5** “Renewable Energy Facility” is an energy production facility powered by wind, solar, geothermal, wave or tidal action, low-impact hydro, biomethane from landfill gas or other organic sources, biomass energy using solid organic fuels from dedicated energy crops, or from wood, forest or field residues that do not include wood pieces that have been treated with chemical preservatives such as creosote, pentachlorophenol or copper-chrome-arsenic, or other renewable technologies generally accepted by the Northwest environmental community. A Renewable Energy Facility shall demonstrate resource, environmental, and operating characteristics comparable to Specified Facilities.
- 1.6** “Specified Facilities” are Renewable Energy Facilities that meet the environmental design, siting, and operational criteria established by Seller and produce and deliver electricity to a utility transmission or distribution system, as listed in Attachment 1.

Part 2. The Seller’s Commitment

- 2.1 Purchase and Delivery:** Seller agrees to deliver RECs from the Renewable Energy Facility or Facilities designated in Attachment 1, section 2 of this Agreement (“Description of Specified Facilities”) in the quantity and over the time period necessary to meet its obligations to the DISTRICT, except as provided in Part 2, section 2.2 (“Delivery Contingencies”).
- 2.2 Delivery Contingencies:** The Parties understand that Seller’s supply of RECs is subject to uncertainties including the number and duration of scheduled and unscheduled maintenance operations, and other factors beyond the control of Seller.

Consistent with requirements for Green-e[®] Energy Certification, Seller may meet its delivery obligations for purchases within any calendar year with RECs generated from the Specified Facilities: (i) during the last two quarters of the preceding calendar year; (ii) during the same calendar year; (iii) during the first quarter of the following calendar year; and/or (iv) from another Renewable Energy Facility with comparable resource and operating characteristics and within the same time periods. Transfer of title for RECs purchased during any calendar year shall take place no later than March 31 of the following calendar year.

- 2.3 Documentation:** Seller agrees to obtain and maintain information necessary to substantiate its purchase of RECs from the Specified Facilities, including the description of the facility, the number of RECs produced, and the calendar year in which they were produced. This information will be made available to DISTRICT annually upon request.
- 2.4 Transfer of Non-Power Attributes:** Seller agrees that the Certificate for the Non-Power Attributes associated with Seller’s RECs will pass through to DISTRICT, and that Seller will not make any claims or reserve any rights with respect to Non-Power Attributes for the RECs that have been resold to Buyer. Transfer shall take place no later than March 31

of the following calendar year through the Western Renewable Energy Generation Information System (“WREGIS”) from Seller’s WREGIS account to DISTRICT’s WREGIS account when transfer through WREGIS is possible. The Seller will make its best effort to deliver RECs to DISTRICT through WREGIS. If delivery through WREGIS is not possible, RECs will be transferred by attestation.

- 2.5 Product Integrity:** Seller represents that each REC it procures and sells to the DISTRICT shall be: (i) the only REC issued for that megawatt-hour of electricity generated from the Specified Facilities; (ii) only sold and transferred to the DISTRICT and no other party; and (iii) sold and transferred to the DISTRICT without any claim or assertion of rights by any other party with respect to any of the Non-Power Attributes associated with the REC, except as otherwise provided by law. Seller will maintain an appropriate contract chain of custody as each REC is passed intact and without modification from the supplier through Seller to the DISTRICT. Seller will have an annual audit of its REC transactions performed by a qualified, independent auditor, based on the criteria set forth by the Green-e[®] Energy Certification Program, and upon request for any calendar year covered by this Agreement, will provide a copy of that audit to the DISTRICT.
- 2.6 Certification:** Seller represents that the RECs provided to the DISTRICT shall be consistent with the product requirements established by Green-e[®] Energy Certification, and certified by the Center for Resource Solutions.

Part 3. The DISTRICT’s Commitment

- 3.1 Purchase:** The Buyer agrees to purchase RECs from Seller in accordance with the terms of this Agreement and as specified in incorporated Attachment 1 to this Agreement.
- 3.2 Delivery Contingencies:** The DISTRICT understands that Seller may undertake to match its purchases and sales of RECs within any contract period, but that the timing of Seller’s purchase of RECs is subject to the conditions set forth in Part 2, section 2.2 above.
- 3.3 Acknowledgements:** The DISTRICT acknowledges the following: (i) that Seller may not be an electric utility or a provider of electricity; (ii) that the purchase of RECs is separate and distinct from the purchase of electricity; and (iii) that RECs do not substitute for electricity, and that the DISTRICT still needs to obtain or maintain electricity service from another source. Except for acts specified as part of the performance of this Agreement, both Parties acknowledge that no act by either Party shall constitute or be interpreted as or be relied upon by any other person or entity not a party to this Agreement as a warranty, representation, or endorsement by the other Party.
- 3.4 Intended Use of RECs:** The RECs that are the subject of this Agreement are being purchased to fulfill DISTRICT’s obligation under RCW 19.29A.090 to provide its retail electric customer-owners a voluntary option to purchase qualified alternative energy resources. It is further agreed that:

- 3.4.1 Due to the uncertainty in the number of RECs needed to satisfy retail customer demand, the DISTRICT reserves the right to claim any excess RECs for its own use.
- 3.4.2. The DISTRICT will advise its retail electric customers who purchase the associated qualified alternative energy product that the underlying RECs are supplied for their direct personal or business use and are not intended for further resale or transfer to another party.

Part 4. Additional Provisions

4.1 Term of Agreement: The term of this Agreement shall be from _____, through _____, unless sooner terminated by either Part in accordance with Section ___.

4.2 Termination:

4.2.1 The DISTRICT may terminate this Agreement at any time without cause upon thirty (30) days advance notice to Seller.

4.2.2 Either Party may terminate this Agreement upon fifteen (15) days written notice to the other Party in the event that the Party is in default and fails to cure such default within that fifteen (15) day period, or such longer period as provided by the Party that is not in default. The notice of termination shall state the reasons therefore and the effective date of the termination.

4.3 Notices, Invoicing and Payments: All notices under this Agreement shall be in writing, and unless stated to the contrary elsewhere in this Agreement, any such notice shall become effective upon receipt and shall be delivered by certified mail with appropriate postage prepaid, or by hand or by facsimile (with confirmed receipt), and shall be directed to the address of such Party set forth below:

Seller Contact Information:

District Contact Information:

Leslie Moynihan
Customer Renewables Program Manager
Snohomish Public Utility District No. 1
PO Box 1107
Everett WA 98206-1107
Office: 425-783-8289
LGMoynihan@snopud.com
www.snopud.com

Party contact information may be changed from time to time by written notice to the other Party.

Payments and invoices should be sent to the following addresses of Seller and of Buyer, respectively:

For Payments to Seller (if different from contact info):

DISTRICT Invoicing Information (if different from contact info):

Snohomish County Public Utility District No. 1
PO Box H
Everett WA 98206-0055
accountspayable@snopud.com

Payment address information may be changed from time to time by written notice to the other Party.

4.4 Compliance with Law: The Seller shall comply with all applicable federal, state and local laws and regulations in providing services and carrying out its obligations under this Agreement.

4.5 Debarment Certification: The Seller certifies that the Seller is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. The Seller shall immediately provide written notice to the DISTRICT if at any time the Seller learns that it has become debarred, suspended, proposed for debarment, declared ineligible or is voluntarily excluded from participating in this Agreement by any federal department or agency, or if at any time the Seller learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. In addition, the Seller shall not award any subcontract under this Agreement to any party which is debarred, suspended or otherwise excluded from or ineligible for participation (as more fully described above) in any federal assistance programs, except with the express written consent of the DISTRICT.

4.6 Public Records Act and Audit Rights:

4.6.1 The DISTRICT is subject to Washington’s Public Records Act, Chapter 42.56 RCW (the “Act”), and the Act defines “public record” very broadly. Any records or documents, including electronic records, relating to or arising out of this Agreement are subject to that Act.

4.6.2 Public Records, including this Agreement, may be required to be made available for inspection or copying if a request to do so is received by the DISTRICT. Any such request received by the Seller, including oral requests, must be referred to the DISTRICT Public Records Officer immediately so that the DISTRICT may acknowledge the request within five (5) business days of receipt. The Seller shall not make Public Records created pursuant to this Agreement available to anyone requesting them unless authorized to do so by the DISTRICT.

4.6.3 The Seller must retain all Public Records for a period of at least three (3) years following completion of the Agreement. As an alternative to retaining Public

Records after the conclusion of the Agreement, the Seller may deliver such Records to the DISTRICT in a format compatible with DISTRICT records retention and retrieval systems. At or following the conclusion of the three-year period, the Seller must notify the DISTRICT if it intends to destroy any Public Records, and provide the Seller the option to retain such records in lieu of destruction.

4.6.4 During the term of this Agreement and for two years thereafter, the DISTRICT and its agents shall have the right to inspect and to perform audits of the Seller's records pertaining to this Agreement.

4.6.5 The Seller shall make records available as required by this section without charge to the DISTRICT.

4.7 Limitation of Liability: In no event shall either Party be liable to the other Party for indirect, special, incidental, or consequential damages, including but not limited to the loss of revenues or profits, cost of substitute services, cost of purchased power, loss of opportunity, loss of goodwill, loss of data, or claims of third parties, whether such liabilities arise as a result of breach of contract, warranty, indemnity, tort, negligence, strict liability or otherwise; and Seller and the DISTRICT hereby release each other from any such liabilities. In no case shall DISTRICT be liable for the acts of its customers or other third parties in reselling or otherwise transferring the RECs, and Seller hereby releases DISTRICT from such liability.

4.8 Entire Agreement: This Agreement and documents incorporated by reference constitutes the entire agreement between the Parties. This Agreement supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.

4.9 Amendments: No amendment, rescission, waiver, modification, or other change of this Agreement shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of each Party.

4.10 Severability: If any term of this Agreement is found to be invalid by a court of competent jurisdiction then such term shall remain in force to the maximum extent permitted by law. All other terms shall remain in force unless that term is determined not to be severable from all other provisions of this Agreement by such court.

4.11 Nonwaiver: The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment to any extent of the first Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.

4.12 Fair Meaning: The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either Party hereto because of authorship. This Agreement shall be deemed to have been drafted by all Parties.

4.13 Force Majeure: Neither Party shall be liable to the other Party, nor deemed to be in breach of this Agreement, for failure or delay in performance arising from a Force Majeure. Force Majeure means an event beyond the reasonable control of the affected Party, and which the Party is unable to prevent or provide against by exercising reasonable diligence. Force Majeure events include, but are not limited to, acts of God, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, tornadoes, volcanoes, fires, storms, floods, disasters, civil disturbances, explosions, sabotage, failure of the Specific Facility from which the RECs are produced, the binding order of any court or governmental body which by exercise of due foresight the Parties could not reasonably have been expected to avoid, changes after the date hereof in federal, state, or local laws or appropriations, but expressly excluding a Party's financial inability to perform.

4.14 Transfer and Assignment: Any Party wishing to transfer or assign this Agreement to a third party must first obtain written consent to such assignment from the other Party to this Agreement. This Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors, permitted assigns and legal representatives. Except as provided above, no assignment, pledge, or other transfer of this Agreement by any Party shall operate to release the assignor, pledger, or transferor from any of its obligations under this Agreement unless consent to the release, which shall not be unreasonably withheld, is given in writing by the other Party.

4.15 Choice of Law: This agreement shall be governed by the laws of the State of Washington, regardless of conflict-of-laws principles that might otherwise apply, except to the extent Federal law governs such interpretation or enforcement. Venue for any action brought hereunder shall be in the District Court for the Western District of Washington or in the Superior Court for Snohomish County, Washington.

Part 5. Signatures and Counterparts

5.1 Signatures: The persons signing below represent that they are authorized to enter into this Agreement on behalf of the Party for whom they sign.

5.2 Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement:

[SELLER]

**PUBLIC UTILITY DISTRICT NO. 1 OF
SNOHOMISH COUNTY**

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Please Print)

Name: _____
(Please Print)

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A: SAMPLE AGREEMENT (CONTINUED)

Attachment 1: ADDENDUM TO RENEWABLE ENERGY CERTIFICATE SALES AGREEMENT

This Attachment describes the transaction-specific details of each REC purchase, including the term of the Agreement, a description of the Specified Facilities from which the RECs are expected to be produced, the conditions of Seller’s performance of its obligations, the price and quantity of RECs that are the subject of this Agreement, the terms of Seller’s delivery of the RECs, and the terms of DISTRICT’s Payment for the RECs.

This Attachment is an integral part of the foregoing Agreement and is intended by the parties to be treated as a part of the entire Agreement.

This REC Sales Agreement (“Sales Agreement”) is entered into by and between (INSERT NAME OF SELLER) (“Seller”), and Public Utility District No. 1 of Snohomish County (“DISTRICT”) as an Addendum to the Renewable Energy Certificate Purchase Agreement that is dated (INSERT DATE OF AGREEMENT).

1. DURATION AND TERM OF AGREEMENT

This Sales Agreement becomes effective on the date it is executed, and covers the period from:

Start Date	End Date

2. CONDITIONS OF PERFORMANCE

The RECs that are the subject of this Sales Agreement are expected to be produced from the Specified Facilities during the following time period:

Beginning Date	Ending Date	Minimum Amount of RECs	Maximum Amount of RECs	Resource Mix	From Facilities Located In
Total					

Consistent with requirements for Green-e® Energy Certification, Seller may meet its delivery obligations for purchases within any calendar year with RECs generated from the Specified Facilities (i) during the last two quarters of the preceding calendar year; (ii) during the same calendar year; (iii) during the first quarter of the following calendar year; and/or (iv) from another renewable energy facility with comparable resource and operating characteristics and within the same time periods.

Transfer of title for RECs purchased during any calendar year shall take place no later than March 31 of the following calendar year.

3. PRICE AND QUANTITY OF RECS

Term of the Agreement (Years):	
Number of RECs to be purchased by Buyer pursuant to this Agreement (Min-Max):	
The unit price for each REC (US Dollars):	

4. TERMS OF DELIVERY

No later than three (3) months after the end of the calendar year, Seller will deliver to the DISTRICT a certificate that documents, for that completed calendar year, actual production of RECs for delivery to the DISTRICT, based on metered and verified production as reported and attested to Seller by its supplier(s) of RECs. Seller may send certifications prior to the aforementioned date at their sole discretion and if circumstances permit, but the DISTRICT is aware that Seller is not obligated to provide early certification. This certificate shall specify the quantity of RECs delivered, the facility or facilities from which the RECs were produced, and the time period during which the RECs were produced. When possible RECs will be delivered to DISTRICT’s WREGIS account from Seller’s WREGIS account. Otherwise, RECs will be delivered by attestation.

5. TERMS OF PAYMENT

Within thirty (30) days following the end of each quarter, DISTRICT shall submit to Seller a requisition for the number of RECs required to be delivered to DISTRICT for that prior quarter. Seller shall invoice DISTRICT quarterly for the corresponding quantity of RECs to be delivered pursuant to this Agreement. The invoice shall specify the quantity of RECs for which DISTRICT is being invoiced, and the total dollar amount due for these RECs. Full Payment is due within 30 days of receipt of the invoice. All overdue payments shall bear interest at an annual rate equal to six percent (6%).

6. OTHER TERMS AND CONDITIONS

This Sales Agreement is an Addendum to and incorporated by this reference into the Renewable Energy Certificate Purchase Agreement entered into between the Seller and DISTRICT and dated (INSERT DATE OF AGREEMENT). Except as modified or otherwise provided in this Sales Agreement, all terms and conditions of the Renewable Energy Certificate Purchase Agreement shall govern and apply to the transactions subject of this Sales Agreement.

[SELLER]

**PUBLIC UTILITY DISTRICT NO. 1 OF
SNOHOMISH COUNTY**

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Please Print)

Name: _____
(Please Print)

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B - SELECTION CRITERIA

PRODUCT TYPE: RECs sourced from one or more Green-e® eligible renewable resources which may come from wind, solar, geothermal, wave or tidal action, low-impact hydro, biomethane from landfill gas or other organic sources, biomass energy using solid organic fuels from dedicated energy crops, or from wood, forest or field residues that do not include wood pieces that have been treated with chemical preservatives such as creosote, pentachlorophenol or copper-chrome-arsenic, or other renewable technologies generally accepted by the Northwest environmental community. Preference will be given to REC portfolios that contain the least percentage from landfill gas and biomass.

LOCATION OF REC SOURCE: Preference will be given for resources sourced from facilities located in the Pacific Northwest, particularly from Washington or Oregon.

QUANTITY: The DISTRICT customers currently enrolled in the utility's Green Blocks program purchase about 7,600 megawatt-hours (MWh) of green power per year. This number can fluctuate as green power program subscriptions change over time. While the DISTRICT intends to take delivery of RECs on a quarterly basis, the total quantity of RECs to be purchased will be in the range of 5,000 (minimum) to 10,000 (maximum) per year over the period from January 1, 2015 through December 31, 2016. Proposals will be considered with a range of 5,000 to 10,000 RECs per year (or 10,000 to 20,000 in the contract period) with preference given for ranges incorporating lower minimums and higher maximums.

VINTAGE AND TERM: The DISTRICT seeks quotes/offers for generation representing Green-e® contract years 2015 through 2016. Respondents may utilize Green-e® generation vintage criteria in their quotes/offers (*e.g. an offer/quote for Green-e® contract year 2015 may include RECs that are generated in calendar year 2015, the first three months of the following calendar year (Q1 2016), or the last six months of the prior calendar year (Q3-Q4 2014).*)

PRODUCT INTEGRITY: Green-e® certification *is required* for RECs contracted in response to this RFP.

PRICING: Please provide prices in U.S. dollars (inclusive of all applicable taxes, charges and service fees) on a fixed basis for the proposed contract term. Please indicate any additional discounts for volume and/or contract periods that are available. In addition, please specify any alternative or flexible pricing structures that you offer. In addition, *please state the latest date through which your quoted prices are guaranteed to be available (minimum forty-five (45) business days after RFP submission due date).*

TRANSFER: Transfer by registration through WREGIS is required for RECs contracted in response to this RFP, unless WREGIS becomes unavailable during the contract term.



EXHIBIT C: BID FORM

Company Name:	
Primary Contact Name:	
Title:	
Address:	
City, State, Zip:	
Phone:	
Fax:	
E-mail:	

REC SPECIFICATIONS, QUANTITY, AND PRICE

Product Option	Date Range	Min. # of RECs	Max. # of RECs	Resource Mix	Location (States)	Unit Price (\$ per REC)
1.						
2. <i>(if applicable)</i>						
3. <i>(if applicable)</i>						

Please list by name and location the representative facilities that may be included.

Option 1:

Option 2:

Option 3:

Are all RECs from specified facilities Green-e certified?

Does the Company currently have the ability to transfer RECs using WREGIS?

I hereby certify that the information provided is true and correct to the best of my knowledge. I also hereby certify that submittal of this Bid Form constitutes a FIRM OFFER to sell the products listed above. This FIRM OFFER shall be valid through (insert date): _____.

Authorized Representative Name:

Title: _____

Signature: _____

Date Signed: _____