

**CAPITOL REGION COUNCIL OF GOVERNMENTS (CRCOG)
REQUEST FOR PROPOSALS:
NATURAL GAS —
COMMODITY, TRANSPORTATION
AND RELATED SERVICES
July 14, 2010**

**Proposal Deadline: Thursday, August 25, 2010, 11:00 a.m. Eastern
Auction: Wednesday, September 15, 2010, 10:00 a.m. – 3:00 p.m.
Eastern**

**CAPITOL REGION COUNCIL OF GOVERNMENTS
241 MAIN STREET, 4th FLOOR
HARTFORD, CT 06106
860-522-2217**

I. GENERAL INFORMATION

A. Intent

This Request for Proposals (RFP) has been prepared in order to procure deregulated natural gas supplies on behalf of various agencies comprising the Capitol Region Council of Governments (CRCOG)'s Natural Gas Consortium and any and all interested members thereof. Specifically, CRCOG, a voluntary association of 29 towns and agencies in the Capitol Region is soliciting proposals from all DPUC-registered natural gas suppliers for the provision of firm natural gas service to designated points within the Connecticut Natural Gas (CNG) and Yankee territories.

B. Consortium Overview

Presently, 34 municipal jurisdictions and two Partnership agencies are under contract with a gas marketer as part of this regional program, which is an outgrowth of a pilot venture initiated in 1998. The contracts, which are slated to expire on June 30, 2011, were awarded based on an estimated annual firm load of approximately 7 million ccf's. Note that separate contract awards were previously made for Yankee Gas and CNG accounts and it is the Consortium's intent to maintain territorial tranches during the next phase of this program.

The total natural gas volume to be procured under this phase may be somewhat greater than in the past, as the Consortium has recently invited other communities/agencies from across the Region and beyond to join the Consortium. Attachment A includes a current listing of those who are participating in this RFP and the pool's estimated annual usage profile (with a percentage breakdown of ccf usage by LDC). Ultimately, the total volumes to be serviced under resulting contracts shall be subject to change from time to time to reflect the construction of new buildings, the removal of accounts that have been converted to dual fuel systems, and the addition of new communities.

C. Term of Engagement

It is anticipated that contracts resulting from this process shall commence on July 1, 2011 and end on June 30, 2014, and may be subject to extensions. Such extensions may be made on a monthly or multiple month basis. Pricing shall be renegotiated for each respective extension.

In the event that the contract is extended beyond the June 30, 2014 date, member participation may be subject to change. Existing members shall be afforded the opportunity to withdraw from the Consortium (in accordance with applicable LDC "return" policies), while new participants may be added. All entities to be included in the Consortium for contracts commencing July 1, 2011 shall enjoy an extension of all previously negotiated terms and conditions (exclusive of pricing) and will be considered collectively for the purposes of price negotiations.

II. STATEMENT OF OBJECTIVES/PROCESS DESIGN

For ease of administration, CRCOG shall continue to serve as the umbrella contracting authority and shall manage any administrative tasks that exist under any and all resulting contractual agreements. Participating members will, in turn, be charged with all day-to-day management and operational responsibilities, which shall include, but not be limited to: taking the gas, monitoring consumption and delivery schedules, notifying the marketer of any substantial changes in gas requirements and making payments. A binding side letter agreement (see Attachment B) assigning areas of responsibility/ liability under the contract, shall be signed by all involved parties (CRCOG, the member, and the marketer).

III. SCOPE OF SERVICES

A. General Marketer Responsibilities

The successful marketer will be responsible for:

1. Delivering firm, full requirements natural gas service in accordance with the terms and conditions specified herein, in any and all negotiated contracts, and in compliance with LDC tariffs, rules and regulations;
2. Paying all expenses, fees and penalties associated with nominations, balancing and cashouts;
3. Applicable only to participants who select consolidated billing: Providing consolidated and summary billing options for each participant;
4. Applicable only to participants who select consolidated billing: Serving as the payment agent for all Consortium member(s) to the LDC for those accounts covered by the contract;
5. Coordinating/expediting the timely installation of any required telemetering devices (including, but not limited to, arranging for the installation of necessary phone line extensions to the gas meters) and the submission of required paperwork. It is expected that all preparatory activities (e.g. verifying account data, inventorying meter locations, running phone lines, finalizing transportation documents and marketer change forms, etc.) will commence well in advance of the July 1st start date in order to ensure that all participants will be brought “on-line” for the entire thirty-six month period;
6. Assisting with all transition-related activities for those accounts currently on LDC sales rates and those serviced by a third-party supplier, including educating the Consortium about the transition process itself, identifying the relationship between the marketer, the customer and the LDC involved and the areas of responsibility charged to each from the time of initial contract award;
7. Coordinating the renewal of existing transportation service agreements upon expiration to ensure uninterrupted service;
8. Providing retail customer support at the local level;
9. Preparing and submitting weekly status reports to CRCOG regarding paperwork filings (e.g. transportation contracts, marketer change forms for communities already contracting with a marketer, etc.), phone line and telemetering installations and start

- dates until all accounts have been brought on-line;
10. Generating periodic reports at the request of CRCOG to help the agency: monitor the pool's consumption; track the addition/deletion of new accounts; investigate billing and payment issues; and estimate annual savings; and
 11. Assisting with any transition-related issues at the end of the contract term if another marketer is selected to provide services thereafter.

B. Billing Services

Please refer to the Data Exhibit for information on which participants are requiring Consolidated Billing, and which are amenable to either Consolidated or Dual Billing. The participants are broken out into separate auction tranches based upon billing preferences.

Consolidated Billing

The awarded vendor will invoice the members of the Consortium separately for each account on a monthly basis. Following award, each entity¹ shall specify: the billing address for all accounts; whether independent or summary billing will apply (or both); and if all bills for a given month should be forwarded as a complete set or if they can be issued individually once printed. Billing addresses for each account will be included in the Data Exhibit as well.

Consolidated invoices shall be inclusive of both commodity services and charges as provided by the contractor and all charges passed through from the LDC.

Dual Billing

The Supplier shall provide each participant with an individual bill for each account. The participant shall pay the Supplier directly. Billing Addresses will be provided in Data Exhibit prior to the auction date.

Regardless of which billing option is selected, all invoices for natural gas consumed by each entity during the July 1st through June 30th municipal fiscal year period shall be provided to each entity no later than sixty calendar days following the end of the fiscal year, in order to allow each entity to close out their financial records in a timely manner.

C. Payment Agent Services for Consolidated Billing

As the designated payment agent for each Consortium member, the awarded vendor shall be responsible for making timely and accurate payments to the LDC for all transportation and related charges incurred during the contract period. The Consortium members shall reimburse the awarded vendor for all additional charges imposed by the LDC, such as

¹ Marketers should be aware of the fact that in select communities, town, board of education, fire and/or sewer accounts may be administered by separate departments, and therefore, these "independent" entities will make decisions concerning desired billing services for their accounts only.

labor and parts, but will not be liable for any late payment charges imposed by the LDC when account balances are not paid in a timely manner by the vendor unless the participating entity is responsible for the delay in payment. Such charges will be the sole responsibility of the vendor.

D. Summary Billing Services

If a member of the Consortium should elect summary billing services, the awarded vendor will aggregate multiple accounts/meters onto a single invoice. Backup financial and non-financial information shall be attached to the summary bill for each reflected account/meter in accordance with the format prescribed above.

E. Pricing

Supplier's prices shall be submitted at www.wesplatform.com in accordance with the bidding instructions in this Solicitation and the WE website <https://www.wesplatform.com/webportal/Public/Announcement.aspx?ID=7wK3Kgyrtw8%3d>. CRCOG may request pricing for various pricing products, billing products, swings, account groups, contract lengths, etc.

All pricing information must be submitted by the close of each reverse auction event. A detailed auction schedule will be posted prior to the auction date. This schedule is subject to change up until one week prior to the auction. All bids submitted through the auction platform on the day of the auction are considered binding. Bids will only be considered on the date that they are received. Once a price quote for the account is accepted and awarded, no further quotes for that account will be considered.

If NYMEX Henry Hub gas prices move up or down from the NYMEX Henry Hub settled price on the day of the auction, as published in Platt's Gas Daily against the 12 month natural gas strip as quoted at www.nymex.com, more than 7.5% at any time between the auction start time and auction end time, local prevailing time in Hartford, CT, CRCOG will not require suppliers to hold their bid prices if award notification has not already been provided, though Suppliers may choose to hold prices at their own risk. Suppliers must notify WE via e-mail at byeager@worldenergy.com if they wish to delete a bid due to a market movement of over 7.5%; verbal communication will not be accepted. WE must verify such movement in order for the bid to be cancelled.

It is the intent of CRCOG to award a contract(s) to the qualified supplier(s) on the basis of "best value" to the participants. Items such as billing product will be considered when determining the "best value." CRCOG reserves the right to reject any and all quotes received if it is determined that it is in the best interest of the participants

CRCOG will issue notice of award by electronic mail to the selected supplier on behalf of all agencies listed in the Data Exhibit. Notice of award is official and binding, and the selected Supplier will receive notice of award no later than 3:00 PM Eastern.

Alternate bids (bids based on terms or conditions different than those established by this RFP) are not permitted; all prices submitted through the WE transaction platform shall be in accordance with the provisions of this RFP. It shall be the express responsibility of the Supplier to understand both the rules and the mechanics of the WE transaction platform. As part of this procurement a Supplier teleconference will be held, and a demonstration auction will be provided to any Supplier who requests it.

Basis Price Full Swing: Bids for account groups with this pricing product should consist of a single Basis price per ccf for all natural gas supply for all accounts within the group. The natural gas provided shall be equivalent to the relevant LDC's basic service product. The Selected Contractor must provide the monthly city-gate quantities to achieve the burner-tip volumes for all accounts within the group, regardless of any variances between historical consumption and actual consumption.

*****All prices offered must be stated in \$ per ccf to receive consideration.*****

F. Billing Options

Marketers shall indicate the availability of electronic billing and payment services, as well as credit card payment options, and any additional fees, discounts or rebates associated with their use.

G. New Firm Natural Gas Service Accounts

For a variety of reasons, it is possible that certain authorized facilities eligible to purchase electricity under this contract will not be included in the Data Exhibit. In that event, CRCOG shall provide the Supplier with an estimate of the facility's natural gas requirements and CRCOG retains the right to add accounts at the contracted price, under the same Terms and Conditions as this Contract, so long as the aggregate usage of all additional accounts does not exceed 2%.

Contract terms and conditions, **exclusive** of price, shall be made available to **new** communities/agencies wishing to join the Consortium during the contract period. Said accounts will be brought on-line at a time that is mutually agreed to by both the municipality/agency in question and the awarded marketer.

IV. PROPOSAL REQUIREMENTS

A. Submission

Sealed proposals, in accordance with the format prescribed below, will be received at the Capitol Region Council of Governments, located at 241 Main Street, Hartford, CT 06106, **until 11:00 a.m., August 25, 2010.** Any responses received after the advertised opening date and time shall be rejected. Firms are asked to enclose three (3) copies of their response, including all supporting documentation, along with a signed original.

Note that the submission of any proposal indicates acceptance by the firm of the terms and conditions contained herein, unless otherwise specifically noted in the proposal itself and confirmed in resulting negotiations prior to the auction.

B. Questions

General inquiries concerning the Request for Proposals must be made to:

Jennifer March-Wackers, Senior Municipal Services Manager
CRCOG
241 Main Street, 4th Floor
Hartford, CT 06106
860-522-2217, ext. 239

Any written questions must be submitted by August 15th. A bidder teleconference will be held on August 11th at 9:00 AM. Questions submitting on the teleconference and in writing will be answered in the Supplier Q&A which will be posted to the World Energy website by August 18th, and will be an official addenda to this RFP.

C. Procurement Process

This procurement is being conducted through a two-step process and will be awarded to the responsive and responsible Suppliers supplying the best value bid for each account or group of accounts as defined under Exhibit 1. Alternate bids (bids on terms or conditions different than those established by this Solicitation) are not permitted.

Step 1: Technical Proposal for Natural Gas (due date - August 25, 2010)

All suppliers shall submit an un-priced technical proposal which will be evaluated in accordance with this RFP. Suppliers whose technical proposals are found to be acceptable will be invited to participate in the reverse auction. Suppliers whose technical proposals are found unacceptable will be so notified.

Respondents are required to submit **one (1) original, and two (2) copies** of their proposals, which shall be formatted as follows:

1. The name, address and contact person of the company submitting the proposal. Please include telephone and fax numbers, as well as e-mail addresses.
2. A description and supporting documentation demonstrating the company's ability to successfully deliver natural gas to Connecticut markets and its primary firm capacity on the interstate system that would be used to support gas service to facilities **in both Yankee and Connecticut Natural Gas territories**. Also include approximate firm sales volumes (mcf) delivered to New England as a whole, and to Connecticut specifically, during the January 2008 to December 2009 period. Please break out sales volumes for 2008 and 2009.
3. A copy of standard contractual language that is commonly used for retail accounts. Respondents are asked to review Attachments B & C (which contain the contractual language developed for the current contract) and both state whether they would agree to use such as the basis for future contracts and indicate any exceptions that might be taken thereto. It should be noted that the extent to which exceptions are taken to the language contained in these documents may be considered as part of the committee's evaluation process.
4. A description and supporting documentation highlighting the company's retail billing process. Include a description of the company's ability to provide consolidated and summary billing services and to receive electronic/credit card bill payments, **as well as samples of current customer bills**.

Please also note the type of billing system employed, the size of the billing staff, and the extent of flexibility within the operation to allow for specific modifications in support of the needs of the cooperative.

Finally, respondents are specifically asked to demonstrate their competency as a designated payment agent, and to highlight any and all problems that have occurred in this area, along with the steps that have been taken to address them.

5. A description and supporting documentation demonstrating how the company provides retail customer support at the local level. This description should identify the relationship between the company, the customer, the current marketer and the local distribution company involved and should delineate specific areas of responsibility charged to each **from the time of the initial contract award through the renewal process**. Please also describe the process the company takes when customer problems escalate beyond the local support network.

6. A minimum of five governmental or commercial, multiple-metered customer references located within New England for which the company has provided gas supply and services during the past two winter seasons. Please provide a contact name, address and phone number for each reference indicated. **Governmental references are preferred and should be furnished when available.**
7. A description and any supporting documentation demonstrating the company's ability to assist the consortium **in transitioning its accounts from the current third-party supplier to a new one.** Respondents are asked to indicate the timeframe required to make the required transition, and to provide any paperwork that must be filed. Also, include a copy of informational materials that have been distributed to transitioning customers to help explain the process. Finally, please address the issue of how outstanding payments are typically addressed at the time of transition.
8. A copy of the company's Affirmative Action/Equal Employment Opportunity policies or any plans to institute such. See Attachment D.

Note that non-responses to any of the aforementioned items may be considered in determining a company's qualifications.

Step 2: Auction

CRCOG is utilizing an internet-based energy auction platform provided by WE to obtain pricing for this procurement. Supplier's prices shall be submitted at www.wesplatform.com in accordance with the instructions in this RFP and the WE website:

All prices submitted through the WE platform shall be in accordance with the provisions of this RFP. It shall be the express responsibility of the Supplier to understand both the rules and the mechanics of the WE transaction platform. As part of this procurement a demo auction will be provided to assist any Supplier who requests one.

CRCOG will issue notice of award by electronic mail to the selected supplier on behalf of all participants listed in the Data Exhibit. Notice of award is official and binding, and the selected Supplier will receive a notice of award e-mail no later than 3:00 PM Eastern on the day of the auction. The signed contract will be faxed and mailed to the selected Supplier(s) within 24 hours of award.

Following the receipt of all proposals, a committee representing the participating agencies will be charged with reviewing and evaluating all eligible submissions as well as all bids submitted through the platform.

V. EVALUATION PROCESS

A. Selection Committee

The members of CRCOG's Natural Gas Procurement Committee will evaluate all proposals submitted and the results of the auction. It is anticipated that a firm will be notified by September 3, 2010 that they will be eligible to participate in reverse auction. Following notification of the firm selected, it is expected a contract will be executed between both parties within thirty (30) days of approval.

B. Evaluation Criteria

To qualify for the auction, all proposals meeting the minimum requirements outlined herein will be evaluated according to the following criteria:

- Capacity to deliver required natural gas supplies
- Ability to satisfy the diverse demands of the cooperative's membership
- Flexibility in tailoring contract terms and conditions
- Performance/track record as a local, regional and national player in the natural gas market
- Experience with and commitment to providing quality customer service
- Degree of acceptance of proposed contract language (see Attachment C: Contract Terms and Conditions)

The committee may elect to conduct interviews with firms or to negotiate with the top ranked firms and to accept modifications to the proposed scope of services and/or price when such action is in the best interest of the participants to do so. Additional clarifying information may be requested to aid in the decision-making process.

VI. ADDITIONAL TERMS AND CONDITIONS

A. Ownership of Proposals

All proposals submitted in response to this RFP are to be the sole property of CRCOG and shall be subject to the provisions of Section 1-210 of the Connecticut General Statutes (re: Freedom of Information).

B. Amending or Canceling Request

CRCOG reserves the right to amend or cancel this RFP, prior to the due date and time, if it is deemed to be in the best interest of the Consortium to do so.

C. Waiver of Informalities

The Capitol Region Council of Governments reserves the right to accept or reject any and all responses to this Request for Proposals, or any part thereof, and to waive any informalities and/or technicalities that are deemed to be in the best interest of the participants.

D. Collusion

By responding, the marketer implicitly states: that his/her proposal has not been made in connection with any other competing firm submitting a separate response to this RFP; is in all respects fair; and has been submitted without collusion or fraud. It is further implied that the marketer did not participate in the RFP development process, had no knowledge of the specific contents of the RFP before its issuance, and that no employee of the CRCOG or any Consortium member participated either directly or indirectly in the marketer's proposal preparation.

E. Assigning/ Transferring of Agreement

Any successful firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement of its rights, title, or interest therein or its power to execute such an agreement to any other person, company or corporation without prior consent and approval in writing from CRCOG.

F. Termination

CRCOG may terminate any contract(s) or any part of any contracts resulting from this process at any time for: cause, default or negligence on the part of the vendor; or if the vendor fails, in the opinion of the respective participant's purchasing agent, to meet the general terms and conditions of any resulting contract or to provide a level of service that is deemed to be in the best interest of the participant.

G. Insurance Requirements

The Successful bidder shall be required to furnish a Certificate of Insurance evidencing the following insurance coverage prior to the execution of this Agreement. Failure to maintain insurance coverage as required and to name the Capitol Region Council of Governments as the Additional Insured will be grounds for termination of the contract. In addition:

- (a) The insurance requirements shall apply to all subcontractors and/or consultants.*
- (b) All policy forms shall be on the occurrence form. Exceptions must be authorized by CRCOG unless the coverage is for Professional Liability where the common form is claims made.*
- (c) Acceptable evidence of coverage will be on the ACORD form or a form with the same format.*
- (d) All renewal certificates shall be furnished at least 10 days prior to policy expiration.*
- (e) Each certificate shall contain a 30 day notice of cancellation.*
- (f) Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut which has at least an "A-" VIII policy holders rating according to Best Publications latest edition Key Rating Guide.*

G.1 Comprehensive General Liability, including Contractual Liability,

Products/Completed Operations Insurance, as applicable, with limits not less than \$2,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$1,000,000 bodily injury aggregate per policy year and limits of \$1,000,000 for all property damage sustained by each person as a result of any one

occurrence and \$1,000,000 property damage aggregate per policy year or a combined single limit of \$1,000,000. All, if any, deductibles are the sole responsibility of the Supplier to pay and/or indemnify.

H. Indemnification

To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless CRCOG and the members of the Consortium from any and all suits, claims, losses, damages, costs (including, without limitation, reasonable attorney fees) compensation, penalties, fines, liabilities or judgments or any name or nature for:

- (1) Bodily injury, sickness, disease or death; and/or
- (2) Damage to or destruction of property, real or personal; and/or
- (3) Financial losses (including, without limitation, those caused by loss of use)

sustained by any person or concern of CRCOG or any members of the Consortium, which is caused or alleged to have been caused in whole or in part, by the negligent act(s) or omission(s) of the Contractor, its officers, employees, agents, or Subcontractors, in the performance of any resulting contract or from the inaccuracy of any representation or warranty of the Contractor contained in the Contract Documents. This indemnity should not be affected by other portions of the specifications relating to insurance requirements.

To the fullest extent permitted by law, the Contractor agrees to release, defend, indemnify and hold harmless CRCOG and any member of the Consortium, from any loss, claim, cost, penalty, fine or damage that may arise out of the failure of the Contractor, its officers, agents, employees, or Subcontractors to comply with any laws or regulations of the United States and the State of Connecticut. This undertaking shall not be affected by other portions of these specifications relating to insurance requirements.

I. Affirmative Action

The Capitol Region Council of Governments, through its policies on Equal Employment Opportunity and Affirmative Action, pledges its support and cooperation to private and public agencies that are promoting public policy in this vital area of human relations. Vendors will be required to sign the certificate incorporated in this RFP relative to Equal Employment Opportunity and Minority/Female Business Enterprise and return it with their response.

J. Severability

If any terms or provisions of this Request for Proposals shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this document shall remain in full force and effect.

**ATTACHMENT A
CURRENT PARTICIPANT ROSTER**

The matrix below delineates the communities/agencies that are currently part of this RFP.

CNG
Town of Avon
Town of Bloomfield BOE
Town of Bloomfield
Town of Canton BOE
Town of Canton
CREC
CRCOG
Town of East Granby
Town of East Hartford
ECHN*
Town of Farmington
GHTD
Town of Greenwich
Town of Greenwich BOE
Town of Glastonbury
City of Hartford*
Town of Manchester
Town of Newington
Town of Wethersfield BOE
Town of Wethersfield
Town of Windsor
Town of Vernon

Yankee
City of Bristol BOE
City of Bristol
Town of Ellington
Town of Middlebury
City of Middletown BOE
City of Middletown
Town of Newtown
Town of Plainville BOE
Town of Plainville
Torrington BOE
Town of Windsor
Town of Windsor Locks BOE
Town of Windsor Locks

***Has accounts in both territories.**

ATTACHMENT B

SAMPLE SIDE LETTER AGREEMENT

(Member Name and Address)

Re: Natural Gas Sales Agreement concerning the purchase of a firm supply of natural gas for a Procurement Cooperative to be administered by the Capitol Region Council of Governments (“CRCOG”); such supply to be provided by _____.

Dear _____ and _____:
(Member) (Marketer)

This letter (“Letter Agreement”) is intended to confirm the agreement of _____, CRCOG and the Town/Agency of _____ (the “Member”) as one of the members of the Natural Gas Procurement Cooperative (each a “Member”, collectively, the “Members”) to participate in a Natural Gas Sales Agreement (the “Agreement”) for the purchase of natural gas for the period commencing July 1, 2011 and ending June 30, 2014.

On or about June 21, 2010, each Member signed a “Participation Confirmation Form for Natural Gas Service: 2011-2014.” By signing that form, the Member both committed to participate in CRCOG’s Natural Gas Procurement Cooperative and demonstrated its understanding that CRCOG would conduct a bidding process and make an award on the Member’s behalf.

To that end, the parties agree that _____ will provide all of the natural gas supply required by the Member, as defined by the accounts listed as part of Attachment A to the Natural Gas Sales Agreement, during the term of the Agreement and under the terms and conditions contained in the Agreement to be attached to this letter.

Further, the Member agrees to participate in the Consortium’s Procurement Cooperative, namely to purchase all of Member’s supply from _____ as defined by the accounts listed as part of Attachment A and pay for such supply at the agreed-to prices subject to and in accordance with the terms and conditions of any and all attachments thereto. If the Member fails to meet its obligations under this letter, and any and all attachments thereto, _____ shall have the option to pursue its legal remedies against the Member.

Finally, CRCOG agrees to act as the administrator of the Agreement, namely to manage any renewal options, or other administrative tasks that exist under the Agreement. Acting as the administrator does not include any of the following day-to-day management tasks:

monitoring consumption, delivery schedules, billing arrangements, or responsibility for any payments under the Agreement.

Please acknowledge your acceptance of the terms contained in this letter by signing all copies of this letter where indicated below, retaining one original for your file, and returning two to my attention.

Sincerely,

Lyle D. Wray
Executive Director, CRCOG

Accepted and agreed to:

_____ (marketer)

By: _____

Name: _____

Date: _____

Accepted and agreed to:

Member: _____

By: _____

Name: _____

Date: _____

ATTACHMENT C CONTRACT TERMS AND CONDITIONS

General Terms

The following language shall serve as the basis for all resulting contracts and shall be subject to attachments as needed. Note that “we” represents the awarded marketer and “you” represents the Consortium.

1. **Quantity:** As specified on the front page, we will deliver to you and you will purchase from us on a firm basis your full requirements of natural gas for your current uses and specified customer meter locations on each day during the Delivery period of this Agreement up to any limits imposed by your Local Distribution Company (“LDC”). Natural gas requirements for accounts not in use, planned or inadvertently excluded from the list of meter locations furnished to you, shall be subject to all agreed upon terms and conditions, inclusive of price.
2. **Service and Obligations:** During the term of this Agreement, you agree to enter into and maintain a contract with your LDC for firm transportation from the specified Citygate Receipt Point(s) to your meter locations and to comply with your LDC’s requirements to maintain that status. You also agree to designate us as your agent to manage your gas supply and delivery according to your LDC’s guidelines. We will maintain status as a qualified agent with your LDC, manage, schedule and balance gas deliveries for you, and do other related functions with your LDC. We will prepare daily and monthly estimated quantities of your full requirement of natural gas for your specified meter locations based upon historical usage data that you provide to us at the initiation of this contract. If you promptly and properly inform us of any and all events that may materially impact your facility’s usage as compared to weather-adjusted historical usage (such as equipment outages, shutdowns, or changes in operating hours) and otherwise comply with all of the terms of this Agreement, we will pay all properly imposed charges or penalties assessed by your LDC or our pipeline transporter. You are responsible for and indemnify us against any penalties resulting from your failure to advise us of a material change in operations or to fully comply with this Agreement.
3. **Billing and Payment:** We will be appointed as the billing agent for the members of the Consortium, as defined in the Capitol Region Council of Governments’ 2010 RFP for Natural Gas-Commodity, Transportation and Related Services, and shall therefore be expected to provide billing services in accordance with the provision(s) of that document.
4. **Measurement:** Your LDC will determine the quantity and heating value of the natural gas at the Citygate Receipt Point(s) and Delivery Location(s) according to its procedures for measurement.

5. **Title, Warranty and Limitation of Liabilities:** We warrant that we will have and you will receive title to the natural gas at the Citygate Receipt Point(s), free and clear of all liens and encumbrances, except for those that result from any act by you or by a person claiming through you. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES, LOST PROFITS OR ANY BUSINESS INTERRUPTION DAMAGES, IN TORT, CONTRACT OR OTHERWISE.
6. **Taxes:** You are liable for and must pay (or reimburse us if we have paid) all taxes applicable to the gas at or after delivery to the Citygate receipt point, including, but not limited to, sales and gross receipts taxes. If you are exempt from any taxes, you must provide us with an exemption certificate and any other necessary information to allow us to make proper and timely payments and file required returns. We will pay all taxes imposed on the gas before you receive title at the Citygate Receipt Point(s).
7. **Credit:** Prior to the commencement of the services hereunder or any time thereafter, we may require you to provide us with credit information sufficient for us to make reasonable inquiry into your creditworthiness. If your credit at any time is found to be unsatisfactory to us or if you default on your obligation under this agreement, we may, in addition to any other legal remedies, suspend deliveries hereunder or terminate this agreement. We may require assurance of your ability to pay or require different payment terms whenever it reasonably appears to us that your financial condition requires such change. Upon your failure to deliver to us either requested credit information or ability to pay assurances within 48 hours of such request, we may suspend deliveries under this agreement or terminate the agreement.
8. **Termination:** In the event that we terminate for cause, default, or negligence on the part of the buyer, we will calculate the difference between the contract price specified and the market price (as determined by us in a commercially reasonable manner) for the natural gas quantities hedged through the remainder of the contract term, and aggregate or net such market damages to a single amount. If the amount is more than zero, you must pay such to us upon demand for it.

If you terminate for cause, default, or negligence on the part of the seller, we shall be responsible for reimbursing the members of the Consortium for any or all direct costs incurred.

9. **Penalties:** As long as this contract is in full force and effect, if you do not accept delivery of the gas that you are required to purchase, you must pay any penalties imposed by the pipeline or your LDC. Additionally, if we have to resell the gas for less than the price specified on the front page of this agreement, you must pay us that difference for each day of the default and any incidental costs incurred by us as a result of your failure.

10. **Force Majeure:** Neither party will be liable to the other, if we fail to perform any obligation under this Agreement because of “Force Majeure” events. The term Force Majeure shall mean those events not reasonably anticipated or within the control of the claiming party such as, but not limited to, acts of God, industrial disturbance, acts of the public enemy, actions of governments or regulatory bodies, future changes in laws, rules, regulations or utility practices, or pipeline failure. Whoever experiences such an event must immediately notify the other of the nature of the event and how long it is expected to last. If the event continues for longer than is reasonable, either party may terminate this Agreement. This paragraph does not apply to your obligation to pay for natural gas that you have received, or to pay for any other amounts that you are liable for under this Agreement.
11. **Assignment:** Each party may assign rights and obligations under this Agreement with the prior written consent of the other, which shall not be unreasonably withheld.
12. **Miscellaneous:** The terms of this Agreement may be altered by a Rider that contains specific provisions for your LDC and such other provisions as may be mutually agreed upon or required by your state. NO OTHER PROMISES, AGREEMENTS, OR WARRANTIES, EXCEPT THESE GENERAL TERMS, THE TERMS ON THE FRONT PAGE, AND ANY RIDER SHALL BE DEEMED A PART OF THIS AGREEMENT, NOR SHALL ANY ALTERATION OR AMENDMENT OF THIS AGREEMENT BE EFFECTIVE WITHOUT THE WRITTEN CONSENT OF BOTH PARTIES.

The individual executing this Agreement and any other notice shall have the authority to make such decisions. The waiver of any party of a breach of any provision hereof by the other party shall not be deemed to be a waiver of any other provision or of any subsequent or continuing breach of such provision. All notices under this Agreement shall be deemed given to a party, (i) if delivered by hand or sent by overnight courier, on the day of delivery, (ii) if sent by registered or certified mail return receipt requested, on the date of receipt, (iii) if transmitted by facsimile, at the time the sender receives the receiver’s transmission confirmation.

13. **Insurance:** The Successful bidder shall be required to furnish a Certificate of Insurance evidencing the following insurance coverage prior to the execution of this Agreement. Failure to maintain insurance coverage as required and to name the Capitol Region Council of Governments as the Additional Insured will be grounds for termination of the contract. In addition:
 - (a) The insurance requirements shall apply to all subcontractors and/or consultants.
 - (b) All policy forms shall be on the occurrence form. Exceptions must be authorized by CRCOG unless the coverage is for Professional Liability where the common form is claims made.

- (c) Acceptable evidence of coverage will be on the ACORD form or a form with the same format.
- (d) All renewal certificates shall be furnished at least 10 days prior to policy expiration.
- (e) Each certificate shall contain a 30 day notice of cancellation.
- (f) Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut which has at least an "A-"VIII policy holders rating according to Best Publications latest edition Key Rating Guide.

Comprehensive General Liability, including Contractual Liability, Products/Completed Operations Insurance, as applicable, with limits not less than \$2,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$1,000,000 bodily injury aggregate per policy year and limits of \$1,000,000 for all property damage sustained by each person as a result of any one occurrence and \$1,000,000 property damage aggregate per policy year or a combined single limit of \$1,000,000. All, if any, deductibles are the sole responsibility of the Supplier to pay and/or indemnify.

14. **Side Letter Agreements:** For the purposes of this agreement, each Side Letter executed by each municipality/agency, attached hereto, shall be considered an integral part of this Agreement and such Side Letter shall be enforceable under the terms and conditions of this Agreement.

ATTACHMENT D
CAPITOL REGION COUNCIL OF GOVERNMENTS
EQUAL EMPLOYMENT OPPORTUNITY AND MINORITY/FEMALE
BUSINESS ENTERPRISE CERTIFICATION FORM

The undersigned certifies that _____ is an
(Name of Company)
Equal Opportunity Employer and is in compliance with federal and State rules and
regulations pertaining to Equal Employment Opportunity and Affirmative Action.

(Bidder's Signature)

IF APPLICABLE:

The undersigned also certifies that _____
(Name of Company)

is a Minority/Female Business Enterprise and is in compliance with federal and state rules
and regulations pertaining to Minority/Female Business Enterprise designations.

(Bidder's Signature)

Today's Date)