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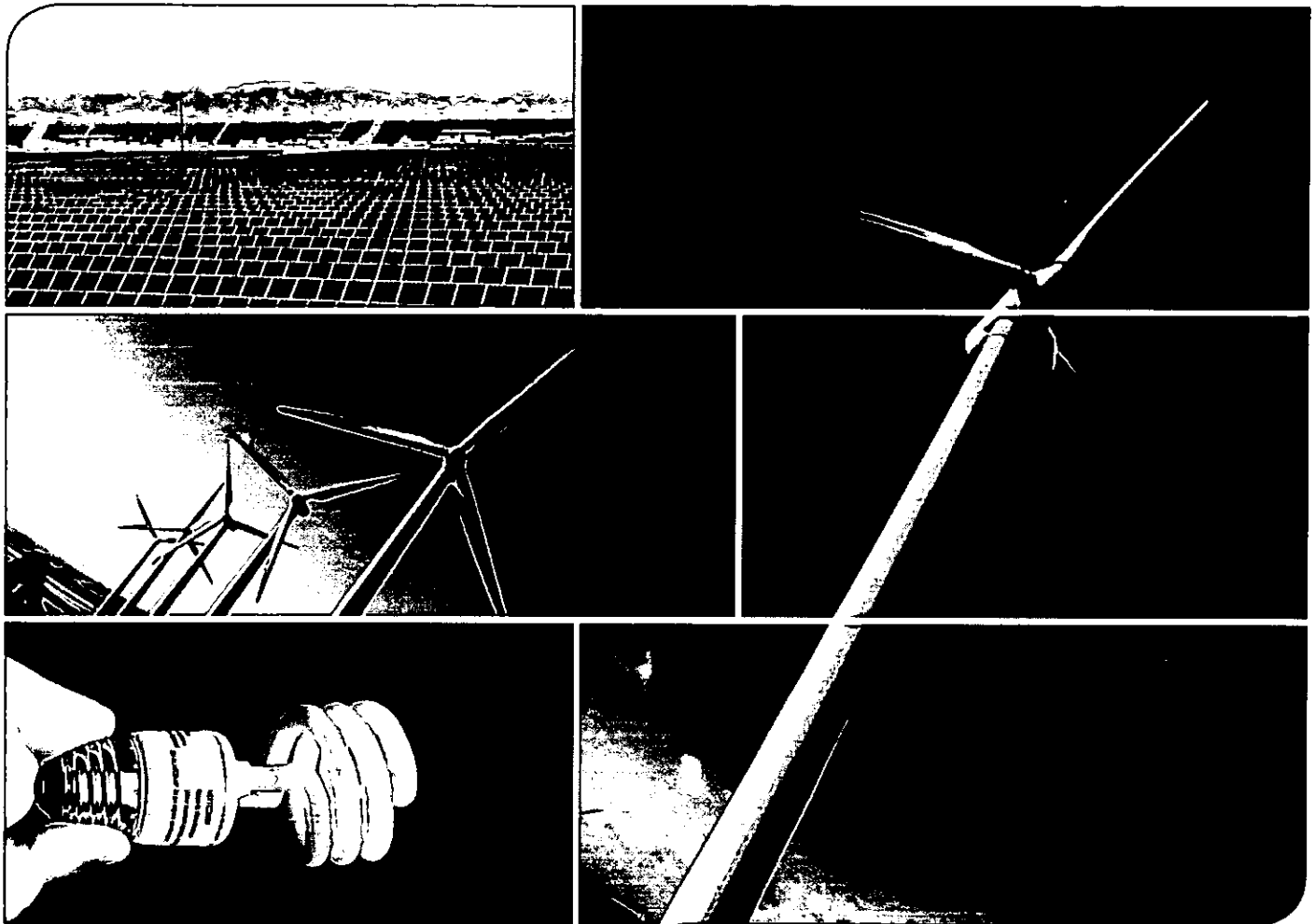
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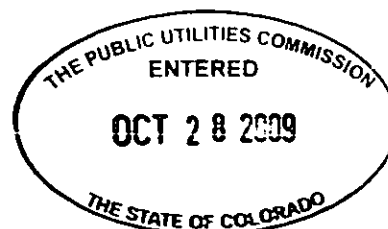
Xcel Energy

09A-772E

RESPONSIBLE BY NATURE™



2010 Renewable Energy Standard Compliance Plan
Public Service Company of Colorado
Volume 3
October 27, 2009





Solar*Rewards Contract
Customer-Sited Photovoltaic (PV) System
(PV Systems Greater Than 0.5 kW and Not Exceeding 10 kW DC Nameplate Capacity)

This Contract is made and entered into this ____ day of ____, 20__, by and between Public Service Company of Colorado, d/b/a/ Xcel Energy ("Xcel Energy" or "Company"), a Colorado corporation, whose address is ____, and _____ ("Customer"), whose electric service address is _____, Colorado (the "Service Address"). Except as otherwise provided for herein, capitalized terms shall have the meanings set forth in Section 3652 of the Rules Regulating Electric Utilities of the Colorado Public Utilities Commission, 4 Code of Colorado Regulations 723-3-3652, as of the date of this Contract.

1. **Purchase and Sale.** On the terms and subject to the conditions set forth in this Contract, the Customer agrees to sell and Xcel Energy agrees to purchase from Customer all of the Renewable Energy Credits ("RECs") generated by the photovoltaic solar system (the "PV System") at the Service Address for a term of twenty (20) years from the installation date set forth in the "Actual System Installation Information" attached hereto and incorporated by this reference into this Contract as Exhibit 1.
2. **Purchase Price.** The price for the RECs shall include two components payable upon installation of the PV System: a "standard rebate" and a lump-sum payment for Xcel Energy's purchase and receipt of all RECs generated by the PV System. The total price for the RECs shall be \$2.00 per watt direct current ("DC") for the standard rebate for installation of the PV System and \$_____ per watt DC for the RECs.
3. **Representations.** Customer hereby makes the following representations and warranties to Public Service:
 - a) Customer warrants that the person signing this Contract on behalf of Customer is individually authorized and competent to sign this Contract and to bind Customer to the terms hereof.
 - b) Customer receives electric service from Xcel Energy at the Service Address set forth above, and is the person in whose name electric service is listed at the service premise.
 - c) Customer is an end-use electric consumer located within the electric service territory of Xcel Energy in Colorado whose primary business is not the generation of electricity for retail or wholesale sale from the same facility.
 - d) Customer has installed a new PV System at the Service Address, which has at least a five-year warranty, was installed as of the date set forth, and conforms to the specifications, tilt and orientation described in Exhibit 1 attached hereto.
 - e) All PV equipment including, but not limited to modules, inverters, etc., as described in Exhibit 1 is listed as eligible equipment as shown on the Xcel Energy website: www.xcelenergy.com/solar.
 - f) The orientation of the PV System is free of shade from trees, buildings and other obstructions that might shade the orientation of the system measured from the center point of the solar array through a horizontal angle plus or minus 60 degrees and through a vertical angle between 15 degrees and 90 degrees above the horizontal plane.
 - g) The PV System shall be sized to supply no more than one hundred twenty percent (120%) of the average annual consumption of electricity by Customer at the Service Address. Customer acknowledges that Public Service's Solar*Rewards Standard Offer Program is only available to PV

systems where the estimated annual generation, as determined via PVWATTS, is not more than 120% of historical average annual electric consumption at the Service Address.

4. Terms and Conditions.

- a) Customer shall be solely responsible for ensuring that the PV System equipment installed for this program meets all applicable codes, standards, and regulatory requirements.
- b) The PV System shall be located on the Customer's electric service premises at all times during the term of this Contract.
- c) The PV System shall have a minimum nameplate DC output capacity of 500 watts and a maximum capacity not to exceed 10 kilowatts.
- d) The Term of this Contract shall be twenty (20) years beginning _____. This Contract is assignable by Customer to any subsequent purchaser of Customer's premises at the Service Address, pursuant to subsection 4(u) below. Xcel Energy shall purchase and own all RECs produced by the PV System during the Term of this Contract.
- e) Xcel Energy shall receive all excess energy, if any, generated by the PV System at the Service Address and not consumed by the Customer. The Customer will receive compensation for the energy generated by the PV System and not used by the Customer at the Service Address via "net metering" as set forth in the Company's Electric Tariff on file with the Colorado PUC as the same may be changed from time to time. Xcel Energy will purchase the net amount of any such excess energy produced during the year (based on a calendar year-end balance) by check paid to the Customer.
- f) Xcel Energy will issue the rebate and upfront REC payment pursuant to Section 2 above in the form of a check and not as utility bill credits.
- g) This Contract shall apply to new PV solar equipment only. Used equipment does not qualify for the rebate or REC payment.
- h) Qualification for the cash incentive payment does not imply any representation or warranty by Xcel Energy of the design, installation or operation of the PV equipment, and Xcel Energy expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.
- i) Xcel Energy shall not be responsible or liable for any personal injury or property damage caused by the PV System or any individual component equipment of the system. Nothing in this Contract shall be construed as any representation or warranty by Xcel Energy of the design, installation or operation of the PV System or any component thereof, and Xcel Energy expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.
- j) Customer shall indemnify, defend, and hold Xcel Energy, its employees, agents, successors, assigns, subsidiaries and affiliates harmless against any and all claims, demands, liens, lawsuits, judgments or actions of whatsoever nature that may be brought on account of the installation, maintenance, operation, repair, or replacement of the PV System or any component equipment of the system. Xcel Energy shall not be liable to the Customer for any punitive, special, exemplary or consequential damages, including but not limited to, lost profits, loss of use, and costs of replacement, whether based in contract, tort, upon any theory of indemnity, or otherwise. Xcel Energy makes no warranty or representation concerning the taxable consequences, if any, to Customer with respect to payment of this rebate amount, and Customer is urged to seek professional advice regarding this issue.

- k) Customer shall comply with all of the rules stated in Xcel Energy's applicable Electric Tariff related to photovoltaic systems, as the same may be revised from time to time. In the event of any conflict between the terms of this Contract and the Electric Tariff, the provisions of the tariff shall control.
- l) The Customer shall maintain the PV System and the individual components of the system in good working order at all times during the Term of this Contract. If during the Term of this Contract the PV System or any of the individual components of the system should be damaged or destroyed, the Customer shall promptly repair or replace the equipment to its original specifications, tilt and orientation as set forth in Exhibit 1 at the Customer's sole expense. Damages for breach of this provision of the Contract are limited to the repayment by Customer of the pro-rata share of the rebate and REC payment made to Customer under this Contract. For example, if the Customer breaches this provision in the tenth year of the Contract Term, liquidated damages would equal one-half of the rebate and REC payment made under this Contract. Customer is released from further liability under this Contract upon the payment of said liquidated damages to Xcel Energy. If the PV System is out of operation for more than ninety (90) consecutive days during the Term of this Contract, and Customer is not a residential customer of Public Service, Public Service shall have the right to terminate this Contract by providing written notice to Customer anytime during the period following the expiration of such ninety (90) days and before the PV System has been made fully operational again. Upon such termination, Customer shall refund to Public Service a prorated amount of the total rebate and REC payment originally paid to Customer hereunder for each year remaining in the Term of this Contract as of the date of such termination, calculated in the same manner as provided above.
- m) This Contract and the terms contained in the Contract shall be binding and enforceable against the parties, their successors and assigns for as long as the Contract remains in effect.
- n) If any disputes arise concerning this Contract, including but not limited to enforcement of any term or condition of the contract, the prevailing party in any action brought for the purpose of enforcing such provisions shall be entitled to recover its reasonable attorney fees, expenses and costs of such action from the non-prevailing party. Each Party hereby irrevocably and unconditionally waives any right to a trial by jury for the resolution of any dispute arising under this Contract. Failure of either party to enforce any term or condition of this Contract shall not constitute a waiver of that term or condition or of any other term or condition of this Contract.
- o) Definition of Force Majeure.
1. The term "Force Majeure", as used in this Contract, means causes or events beyond the reasonable control of, and without the fault or negligence of the Party claiming Force Majeure, including, without limitation, acts of God, sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes; high winds of sufficient strength or duration to materially damage a PV System or significantly impair its operation such that it is no longer capable of generating energy and associated RECs in commercial quantities; long-term material changes in energy flows across the PV System caused by climatic change, lightning, fire, ice storms, sabotage, vandalism caused by others despite reasonable efforts of Customer to secure and protect the PV System, terrorism, war, riots, fire; explosion, insurrection, strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group), and actions or inactions by any governmental authority taken after the date hereof (including the adoption or change in any rule or regulation or environmental constraints lawfully imposed by such governmental authority), but only if such requirements, actions, or failures to act prevent or delay performance, and inability, despite due diligence, to obtain any licenses, permits, or approvals required by any governmental authority having jurisdiction.
 2. The term Force Majeure does not include (i) any acts or omissions of any third party, including, without limitation, any vendor, materialman, customer, or supplier of Customer, unless such acts or omissions are themselves excused by reason of Force Majeure; (ii) any full or partial curtailment in the electric output of the PV System that is caused by or arises from a

mechanical or equipment breakdown or other mishap or events or conditions attributable to normal wear and tear or flaws, unless such mishap is caused by one of the following: catastrophic equipment failure; acts of God; sudden actions of the elements, including, but not limited to: floods; hurricanes, tornadoes; sabotage; terrorism; war; riots; and emergency orders issued by a governmental authority or (iii) changes in market conditions that affect the cost of Public Service's or Customer's supplies, or that affect demand or price for any of Public Service's or Customer's products.

p) Applicability of Force Majeure.

1. Neither Party shall be responsible or liable for any delay or failure in its performance under this Contract, nor shall any delay, failure, or other occurrence or event become an event of default, to the extent such delay, failure, occurrence or event is substantially caused by conditions or events of Force Majeure, provided that:
 - i. the non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the Force Majeure;
 - ii. the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
 - iii. the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing actions taken to end the Force Majeure; and
 - iv. when the non-performing Party is able to resume performance of its obligations under this Contract, that Party shall give the other Party written notice to that effect.
2. Except as otherwise expressly provided for in this Contract, the existence of a condition or event of Force Majeure shall not relieve the Parties of their obligations under this Contract (including, but not limited to, payment obligations) to the extent that performance of such obligations is not precluded by the condition or event of Force Majeure. Notwithstanding this provision, Public Service shall have no obligation to make any payment for energy or RECs under this Contract except for actual production as measured by the metering provisions of this Contract.

q) Limitations on Effect of Force Majeure. In no event will any delay or failure of performance caused by any conditions or events of Force Majeure extend this Contract beyond its stated Term. In the event that any delay or failure of performance caused by conditions or events of Force Majeure continues for an uninterrupted period of three hundred sixty-five (365) days from its occurrence or inception, as noticed pursuant to subsection 4(p)1(i) above, the Party not claiming Force Majeure may, at any time following the end of such three hundred sixty-five (365) day period, terminate this Contract upon written notice to the affected Party, without further obligation by either Party except as to costs and balances incurred prior to the effective date of such termination. The Party not claiming Force Majeure may, but shall not be obligated to, extend such three hundred sixty-five (365) day period, for such additional time as it, at its sole discretion, deems appropriate, if the affected Party is exercising due diligence in its efforts to cure the conditions or events of Force Majeure. This provision shall not operate to relieve Customer of any obligation to return to Public Service a prorated amount of any rebate paid under the Rebate Contract pursuant to the Terms and Conditions thereof.

- r) If any of the representations of the Customer are false or incorrect, such false or incorrect representation shall constitute a material breach of this Contract.
- s) This Contract shall be governed by and interpreted in accordance with the laws of the State of Colorado.
- t) This Agreement may be executed in two or more counterparts, each of which is deemed original but all constitute one and the same instrument. The Parties agree that a facsimile copy of a signature will be deemed original and binding.

- u) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. In order for an assignment to be effective, Customer is required to provide to assignee the following documents: Assignment Agreement, a copy of this Contract, a copy of the Interconnection Agreement and any remaining warranty information. Customer is released from any and all future liability under this Contract upon its assignment.
- v) Except as otherwise specifically provided herein, this Contract is not intended to, and shall not, create rights, remedies, or any benefits of any character whatsoever, in favor of any person, corporation or other entity other than the Parties hereto, and the obligations herein assumed are for the use and benefit of the Parties, their successors in interest, and permitted assigns.
- w) This Contract and the rights and obligations of the parties hereunder shall be subject to all valid applicable state, local and federal laws, rules, regulations, ordinances, orders and decisions issued or promulgated for or by any court or regulatory agency having or asserting jurisdiction over this Contract, the services to be performed hereunder or either of the parties hereto.
- x) By executing this Contract, Customer grants to Xcel Energy permission to share information concerning the location of the PV System and other information concerning the RECs sold to Xcel Energy by Customer under this Contract to other Colorado public utilities, municipalities, cooperatives and other entities that may be involved in REC transactions for the limited purpose of ensuring that the RECs associated with the Customer's PV System have not been sold to another entity.

As a qualified Xcel Energy customer, I have read, understand, and agree to the terms of the Contract set forth above and accept the Rebate and REC payment.

Customer Name (printed): _____

Customer Signature: _____ Date: _____

Based on the actual equipment information provided, Xcel Energy extends the following rebate and REC payment to Customer.

Rebate payment in dollars _____.

REC payment in dollars _____.

Total payment in dollars _____.

Public Service Company of Colorado d/b/a Xcel Energy

By: _____
As authorized agent for Public Service Company of Colorado

Date: _____.

Title: _____

Please mail the signed Solar*Rewards Contract to the Solar*Rewards program manager at the address shown below. The Contract will be signed by Xcel Energy and a copy of the Contract will be mailed back to you with the rebate check.

Solar*Rewards

Xcel Energy
1225 17th Street, Suite 1200
Denver, CO 80202-5533
Fax: 800-252-4371

Date rebate and REC payment sent to Customer: _____
Solar*Rewards program manager

Exhibit 1

Actual System Installation Information

Installer completes the following AFTER project completion and installation

Customer name _____

Installation address _____

Installer name _____

Actual price for PV installation without batteries (attach PV invoice) _____

Xcel Energy Account Number: _____

Date of PV installation _____

Date of town / municipal / county inspection _____

Name of inspection entity (town, municipal, county) _____

Amount of rebate and REC payment (\$) _____

Date of installer inspection _____

Please check the appropriate box(es), if this is the same as the application for each item

- ☐ Tilt _____ ° (90° is vertical, 0° is flat)
- ☐ Orientation _____ ° (180° is S, 90° is E, 270° is W)
- ☐ Manufacturer of PV panels installed _____
- ☐ Model # of PV panels installed _____
- ☐ STC Rating (watts DC) _____
- ☐ Manufacturer of PV inverter installed _____
- ☐ Model # PV inverter installed _____
- ☐ Power rating _____
- ☐ PVWatts estimate of annual kWh generated _____
- ☐ Efficiency % _____
- ☐ Battery backup? Yes No

As the installer for this project, I certify that the above-referenced PV equipment was installed at the customer address.

Installer's Signature Date



Solar*Rewards Rebate Contract
Customer-Sited Photovoltaic (PV) System
Customer-Owned PV System

This Contract is made and entered into this ____ day of ____, 20__, by and between Public Service Company of Colorado, d/b/a/ Xcel Energy ("Public Service" or "Company"), a Colorado corporation, whose address is 1225 Seventeenth Street, Denver, Colorado, 80202-5533, and ____ ("Customer"), each of which may be referred to herein individually as the "Party" or collectively as the "Parties." Except as otherwise provided for herein, capitalized terms shall have the meanings set forth in Section 3652 of the Rules Regulating Electric Utilities of the Colorado Public Utilities Commission, 4 *Code of Colorado Regulations* 723-3-3652, as of the date of this Contract.

1. **Customer.** Customer represents that Customer is, or will be on the Date of Commercial Operation, as defined below, a retail electric customer receiving electric utility service from Public Service pursuant to the Company's Electric Tariff at the following Service Address located within the electric service territory of Public Service:

Service Address: _____

2. **Rebate.** As an incentive for Customer to install and maintain the PV System at Customer's Service Address for the Term hereof, as provided in Section 5(g), Public Service shall pay to Customer a rebate of \$2.00 per watt direct current (DC) of nameplate capacity, up to a maximum rebate amount of \$200,000. The applicable rebate amount to be paid by Public Service to Customer hereunder is shown on page 5 hereof.
3. **Related Agreement.** Customer has entered into a related agreement with Public Service that is coterminous with the Term hereof as provided in Section 5(g) below, under which Public Service has agreed to purchase from Customer, and Customer has agreed to sell to Public Service, the Renewable Energy Credits associated with the energy produced by the PV System. Customer further acknowledges that, under said agreement, Customer has agreed to maintain the PV System in good working order for the Term hereof and that Customer's rights and obligations under this Rebate Contract will be directly affected by any failure to so maintain the PV System, as set forth more specifically in subsection 5(q) below.
4. **Representations of Customer.** Customer makes the following representations and warranties to Public Service:
 - a) Customer is individually authorized and competent to sign this Contract, has read the Contract, and agrees to be bound by its terms and conditions as expressed herein.
 - b) The Customer has installed a new PV system at the Service Address with a nameplate capacity of ____ kW DC.
 - c) The PV System meets the specifications set forth in section 5 below.
 - d) If any of the foregoing representations of Customer are false or incorrect, such false or incorrect representation shall constitute an event of default of this Contract.
5. **Terms and Conditions.**
 - a) Customer shall be responsible for ensuring that the PV System and each of its components installed at the Service Address meets all applicable codes, standards, and regulatory requirements at the time of installation.

- b) The PV System shall be located at the Service Address of the Customer at all times during the term of this Contract.
- c) The PV System shall have a nameplate Direct Current ("DC") output capacity in excess of ___ kilowatts ("kW") and a maximum capacity not to exceed ____ kW.
- d) Customer represents that the PV System shall be sized to supply no more than one hundred twenty percent (120%) of the average annual consumption of electricity by Customer at the Service Address. If a non-residential customer. Customer further represents that the Service Address is used for a legitimate commercial, industrial, governmental, or educational purpose other than the generation of electricity. Customer acknowledges that Public Service's Solar*Rewards Standard Offer Program is only available to PV systems where the estimated annual generation, as determined via PVWATTS, is not more than 120% of historical average annual electric consumption at the Service Address.
- e) "Commercial Operation" is achieved when (a) 100% of the nameplate capacity of the PV System is installed, (b) the PV System has operated without experiencing any abnormal or unsafe operating conditions, (c) all permits necessary to authorize the production and, if applicable, delivery to Public Service of Renewable Energy generated by the PV System have been obtained; (d) all necessary metering has been installed; and (e) any necessary Interconnection Agreement with Public Service has been entered into for purposes of connecting the PV System to Public Service's electric system. Upon reaching such milestone, Customer shall provide written notice thereof to Public Service, together with sufficient documentation to support such designation. Notwithstanding the foregoing, if Public Service, in its commercially reasonable discretion, believes the designation to be premature or inaccurate, it may, at Public Service's sole cost and expense, conduct additional testing to verify the accuracy of such designation. The foregoing requirements are a prerequisite condition, and no rebate payments shall become due and owing to Customer hereunder unless and until the PV System has met the requirements for Commercial Operation.
- f) "Date of Commercial Operation" shall be the first calendar day following the date Customer has met all of the criteria of subsection 5(e) above.
- g) This Contract shall become effective upon its execution by the Parties and shall continue in effect for a Term of twenty (20) years from and after the Date of Commercial Operation.
- h) Public Service will make the rebate payment in the form of a one-time check, payable to the Customer within thirty (30) days from written confirmation of Commercial Operation as described above, and receipt of any order to the Colorado Public Utilities Commission approving the Contract, should such approval be necessary.
- i) Nothing in this Contract shall be construed as any representation or warranty by Public Service of the design, installation or operation of the PV System or any component thereof, and Public Service expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.
- j) Public Service shall not be responsible or liable for any personal injury or property damage caused by the PV System or any individual component equipment of the system. Public Service shall not be liable to the Customer for any punitive, special, exemplary or consequential damages, including but not limited to, lost profits, loss of use, and costs of replacement, whether based in contract, tort, upon any theory of indemnity, or otherwise. Public Service makes no warranty or representation concerning the taxable consequences, if any, to Customer with respect to payment of this rebate amount, and Customer is urged to seek professional advice regarding this issue.
- k) Customer shall indemnify, defend, and hold Public Service, its employees, agents, successors, assigns, subsidiaries and affiliates harmless against any and all claims, demands, liens, lawsuits, judgments or actions of whatsoever nature that may be brought on account of the installation, maintenance, operation, repair, or replacement of the PV System or any component equipment of the system.

- l) Customer shall assure that the PV System and the individual components of the system are maintained in good working order at all times during the Term of this Contract. If during the Term of this Contract, the PV System or any of the individual components of the system should be damaged or destroyed, Customer shall promptly repair or replace the equipment to its original specifications, tilt and orientation at its sole cost and expense. Failure by Customer to comply with the provisions of this subsection shall be considered an event of default, entitling Public Service to reimbursement of the prorated rebate amount pursuant to subsection 5(q) below. If the PV System is out of operation for more than ninety (90) consecutive days during the Term of this Contract, and Customer is not a residential customer of Public Service, Public Service shall have the right to terminate this Contract by providing written notice to Customer anytime during the period following the expiration of such ninety (90) days and before the PV System has been made fully operational again. Upon such termination, Customer shall refund to Public Service a prorated amount of the total rebate originally paid to Customer hereunder for each year remaining in the Term of this Contract as of the date of such termination, calculated in the same manner as provided in subsection 5(q) below.
- m) If any disputes arise concerning this Contract, including but not limited to enforcement of any term or condition of the Contract, the prevailing Party in any action brought for the purpose of enforcing such provisions shall be entitled to recover its reasonable attorney fees, expenses and costs of such action from the non-prevailing Party. Prior to commencing any action to enforce this Contract, the non-breaching Party shall provide written notice to the Party asserted to be in breach and the Party asserted to be in breach shall have a period of thirty (30) days following receipt of such written notice within which to cure the asserted breach (or if the asserted breach is of a nature which cannot reasonably be cured within such 30-day period, to commence and thereafter diligently pursue a cure thereof.) Failure of either Party to assert a breach or to enforce any term or condition of this Contract shall not constitute a waiver of any such breach or a waiver of that term or condition or of any other term or condition of this Contract. Each Party hereby irrevocably and unconditionally waives any right to a trial by jury for the resolution of any dispute arising under this Contract.
- n) This Contract shall be governed by and interpreted in accordance with the laws of the State of Colorado.
- o) This Contract shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto, and shall not be assigned by either Party without the written consent of the non-assigning Party, which consent shall not be unreasonably withheld.
- p) This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all constitute one and the same instrument. The Parties agree that a facsimile copy of a counterpart signed by the other Party will be deemed original and binding.
- q) In the event at any time during the term of this Contract, Customer falls into default of the associated Solar*Rewards SO-REC Purchase Contract referred to in Section 3 above, after giving effect to any applicable cure period, such event shall likewise constitute an event of default hereunder, and shall require Customer to refund to Public Service a prorated amount of the total rebate paid equal to 5% of the total rebate amount for each year of non-performance hereunder. Moreover, in the event Customer sells, assigns or otherwise transfers title to, possession of, or control of the Service Address to another individual or entity, and such individual or entity fails to accept assignment of this Contract and the obligations of the Customer hereunder, such failure by the successor individual or entity shall likewise be considered an event of default, requiring Customer to return a prorated amount of the total rebate paid in accordance with the provisions of this subsection. As an example, for a default occurring at the end of contract year five (5), the Customer will be obligated to return 75% (or the prorated share representing the remaining fifteen years of the Contract) of the original rebate. Payment by the Customer is due within thirty (30) business days of written notification to Customer from Public Service of the default hereunder.
- r) Relationship of the Parties. Nothing herein is intended nor shall ever be construed to create a joint venture, partnership or any other type of association between the Parties, nor shall either Party have the right to act in behalf of or bind the other for any liability, cost, expense or undertaking except as set forth in this Contract.

- s) Amendments or Modifications. No amendment, modification, or change of this Contract shall be binding upon the Parties unless such amendment, modification, or change is in writing and executed by the Parties.
- t) Construction. No understandings or agreements not expressly stated herein shall be binding on the Parties in the construction or fulfillment hereof unless such understandings or agreements are reduced to writing and signed by the respective parties. The rule of construction that ambiguous provisions shall be interpreted against the drafter shall not apply to this Contract.
- u) No Third-Party Beneficiaries. Except as otherwise specifically provided herein, this Contract is not intended to, and shall not, create rights, remedies, or any benefits of any character whatsoever, in favor of any person, corporation or other entity other than the Parties hereto, and the obligations herein assumed are for the use and benefit of the Parties, their successors in interest, and permitted assigns.
- v) Remedies Cumulative. Except as otherwise specifically provided herein, each remedy provided for under this Contract shall be taken and construed as cumulative and in addition to every other remedy provided for herein or available at law or in equity.
- w) By executing this Contract, Customer grants to Public Service permission to share information concerning the location of the PV System to other Colorado public utilities, municipalities, cooperatives and other entities that may be involved in renewable energy credit transactions, and for any other business purpose, in Public Service's sole discretion.
- x) Agreement Subject to Laws and Regulations. This Contract and the rights and obligations of the Parties hereunder shall be subject to all valid applicable state, local and federal laws, rules, regulations, ordinances, orders and decisions issued or promulgated for or by any court or regulatory agency having or asserting jurisdiction over this Contract, the services to be performed hereunder or either of the Parties hereto.
- y) Notices. All notices, reports or other communications provided for in this Contract shall be in writing and shall be deemed to have been sent when delivered by hand, sent by facsimile with verification, or when deposited in the United States mail, postage prepaid and properly addressed or when sent via overnight courier:

If to Public Service:

Xcel Energy
Attn: Solar *Rewards
414 Nicollet Mall - 6th floor
Minneapolis, MN 55401
(Fax) 1.800.252.4371

(ii) If to Customer:

or at such other address as either Party may hereafter designate to the other in writing.

- z) Entire Agreement. This Contract, together with any Exhibits attached hereto, constitutes the entire understanding and agreement between the Parties with respect to the rebate associated with the PV System, and all prior agreements, understandings, or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force and effect. Any amendment to this Contract shall be in writing and signed by both parties hereto.

Based on the actual equipment information provided, Public Service extends the following Rebate to the Customer.

Rebate payment in dollars \$ _____

As the Customer, I have read, understand, and agree to the terms of the Contract set forth above and accept the Rebate payment.

IN WITNESS WHEREOF, the undersigned Parties have executed this Contract as of the date and year first above written.

Customer Name (printed): _____ Title: _____
As authorized agent for <customer>

Customer Signature: _____ Date: _____

Public Service Company of Colorado d/b/a Xcel Energy

By: _____ Date: _____
As authorized agent for Public Service Company of Colorado

Title: _____

Please return the signed Solar*Rewards Rebate Contract to the Solar*Rewards Program Manager at the address shown below.

Solar*Rewards
Xcel Energy
414 Nicollet Mall - 6th floor
Minneapolis MN 55041
Fax: 800-252-4371

Solar*Rewards Program Manager: _____ Date: _____

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Solar*Rewards SO-REC Purchase Contract

Customer-Sited Photovoltaic (PV) Systems

Customer-Owned PV Systems

This Contract is made and entered into this ____ day of _____, 20__, by and between Public Service Company of Colorado ("Public Service" or "Company"), d/b/a/ Xcel Energy, a Colorado corporation, whose address is 1225 Seventeenth Street, Denver, Colorado 80202-5533, _____ ("Customer"), each of which may be referred to herein individually as a "Party" or collectively as the "Parties." Except as otherwise provided for herein, capitalized terms shall have the meanings set forth in Section 3652 of the Rules Regulating Electric Utilities of the Colorado Public Utilities Commission, 4 *Code of Colorado Regulations* 723-3-3652, as of the date of this Contract.

1. **Purchase and Sale.** On the terms and subject to the conditions set forth in this Contract, Customer agrees to sell and Public Service agrees to purchase Renewable Energy Credits ("SO-RECs") as described herein. The photovoltaic solar system (the "PV System") from which the SO-RECs will be generated is to be installed by Customer at the location identified below which is located within the electric service territory of Public Service and where Customer receives or will receive electric utility service from Public Service ("Service Address"). The PV System will have a rated Direct Current (DC) nameplate capacity of ____ kW. Customer shall sell and Public Service agrees to purchase all SO-RECs generated by the PV System at the Service Address for the Term hereof, as provided in Section 5(e) below.

Service Address: _____

2. **Purchase Price.** The purchase price for the SO-RECs hereunder shall be expressed in dollars per megawatt-hour (MWh), with one SO-REC being generated for each MWh of power generated by the PV System, and shall be as set forth in Exhibit 1 attached hereto. Public Service shall pay Developer the price of _____ per MWh for SO-RECs purchased hereunder. Such purchase price shall be payable in monthly installments, based upon Public Service's receipt of SO-RECs generated by the PV System in the immediately preceding month, in the manner described in subsection 5(l) below.
3. **Representations.** Customer hereby makes the following representations and warranties to Public Service:
 - a) Customer warrants that the person signing this Contract on behalf of Customer is individually authorized and competent to sign this Contract and to bind Customer to the terms hereof.
 - b) Customer will own the PV System at the Service Address set forth above, and the primary business at the Service Address is not the generation of electricity for retail or wholesale sale and is the person or entity in whose name electric service is listed at the Service Address.
 - c) The proposed PV System nameplate capacity in kilowatts (kW) DC does not exceed the Service Address service entrance capacity.
 - d) Customer has obtained one or more written binding offers from a commercially reputable supplier or suppliers to furnish the PV panels required for the PV System.
 - e) If any of the above representations of the Customer are false or incorrect, such false or incorrect representation shall constitute an event of default under this Contract.

4. **Related Agreement.** Customer has entered into a related agreement with Public Service ("Rebate Contract") that is coterminous with the Term hereof as provided in Section 5(e) below, under which Public Service has agreed to pay to Customer a rebate of \$2.00 per watt direct current (DC) of nameplate capacity of the PV System, up to a maximum rebate amount of \$200,000, as an incentive for Customer to install and maintain the PV System at the Service Address for the Term hereof. Customer acknowledges that, under said Rebate Contract, Customer's rights and obligations will be directly affected by any failure by Customer under this Contract to maintain the PV System in good working order during the term hereof.

5. **Terms and Conditions.**

- a) Customer shall be responsible for ensuring that the PV System equipment installed at the Service Address is new equipment and meets all applicable codes, standards, and regulatory requirements at the time of installation.
- b) Customer represents that the PV System shall be sized to supply no more than one hundred twenty percent (120%) of the average annual consumption of electricity by Customer at the Service Address. Customer acknowledges that Public Service's Solar*Rewards Program is only available to PV systems where the estimated annual generation, as determined via PVWATTS, is not more than 120% of historical average annual electric consumption at the Service Address.
- c) "Commercial Operation" is achieved when (a) 100% of the nameplate capacity of the PV System is installed, (b) the PV System has operated without experiencing any abnormal or unsafe operating conditions, (c) all permits necessary to authorize the production and, if applicable, delivery to Public Service of Renewable Energy generated by the PV System have been obtained; (d) all necessary metering has been installed; and (e) any necessary Interconnection Agreement with Public Service has been entered into for purposes of connecting the PV System to Public Service's electric system. Upon reaching such milestone, Customer shall provide written notice thereof to Public Service, together with sufficient documentation to support such designation. Notwithstanding the foregoing, if Public Service, in its commercially reasonable discretion, believes the designation to be premature or inaccurate, it may, at Public Service's sole cost and expense, conduct additional testing to verify the accuracy of such designation.
- d) "Date of Commercial Operation" shall be the first calendar day following the date Customer has met all of the criteria of subsection 5(c) above.
- e) This Contract shall become effective upon its execution by the Parties and shall continue in effect for a Term of twenty (20) years from and after the Date of Commercial Operation.
- f) The PV System shall be located at the Service Address at all times during the term of this Contract.
- g) The PV System shall have a nameplate Direct Current output capacity greater than ___ kW and less than or equal to ___ kW.
- h) Customer shall maintain the PV System and the individual components of the PV System in good working order at all times during the Term of this Contract. If during the Term of this Contract the PV System or any of the individual components of the system should be damaged or destroyed, Customer shall promptly repair or replace the equipment to its original specifications, tilt and orientation at Customer's sole expense. All of Public Service's obligations hereunder during the period of such repair or replacement shall be suspended, except for making payment for any SO-RECs generated prior to such damage or destruction; provided, however, that if the time period for repair or replacement is reasonably anticipated to exceed 180 days, Public Service shall have the right, exercisable at its sole option, to terminate this Contract upon not less than 30 days written notice, with no further obligation of the Parties to perform hereunder following the effective date of such termination. In all other situations, if the PV System is out of operation for more than ninety (90) consecutive days during the Term of this Contract, and Customer is not a residential customer

of Public Service, Public Service shall have the right to terminate this Contract by providing written notice to Customer anytime during the period following the expiration of such ninety (90) days and before the PV System has been made fully operational again.

- i) Any excess Renewable Energy generated by the PV System at the Service Address and not used by Customer shall be delivered to Public Service. Customer will receive compensation for this excess Renewable Energy via "net metering" as set forth in the Company's Electric Tariff or other applicable tariffs on file with the Colorado Public Utilities Commission (CPUC) and in effect from time to time.
- j) Customer shall not sell any SO-RECs or deliver any excess Renewable Energy generated from the PV System to any party other than Public Service during the Term of this Contract, and Public Service shall purchase and own all SO-RECs produced by the PV System. Should the PV System produce less than 85% of the annual energy production as detailed in the attached Exhibit 1, Customer shall reimburse Company for each SO-REC that such annual production falls short of such 85% threshold at the corresponding Contract SO-REC price. In making such determination, annual production shall be determined for each 12-month period effective with the first day of the billing period following the Date of Commercial Operation and each anniversary thereof.
- k) This Contract may be assigned by Customer pursuant to subsection 5(w) below.
- l) Public Service will make the SO-REC payment in the form of a monthly check based on the metered energy recorded each month by a second meter at Customer's PV System ("PV Meter"). Public Service shall install, own, operate and read the PV Meter. Payment will be made within 30 days of the monthly meter reading.
- m) Nothing in this Contract shall be construed as a representation or warranty by Public Service of the design, installation or operation of the PV System or any component thereof, and Public Service expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.
- n) Public Service shall not be responsible or liable for any personal injury or property damage caused by the PV System or any individual component equipment of the system. Public Service shall not be liable to Customer for any punitive, special, exemplary or consequential damages, including but not limited to, lost profits, loss of use, and costs of replacement, whether based in contract, tort, upon any theory of indemnity, or otherwise. Public Service makes no warranty or representation concerning the taxable consequences, if any, to Customer with respect to the production and sale of Renewable Energy or SO-RECs, and Customer is urged to seek professional advice regarding this issue.
- o) Customer shall indemnify, defend, and hold Public Service, its employees, agents, successors, assigns, subsidiaries and affiliates harmless against any and all claims, demands, liens, lawsuits, judgments or actions of whatsoever nature that may be brought on account of the installation, maintenance, operation, repair, or replacement of the PV System or any component equipment of the system.
- p) Definition of Force Majeure.
 - 1. The term "Force Majeure", as used in this Contract, means causes or events beyond the reasonable control of, and without the fault or negligence of the Party claiming Force Majeure, including, without limitation, acts of God, sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes; high winds of sufficient strength or duration to materially damage a PV System or significantly impair its operation such that it is no longer capable of generating Renewable Energy and associated SO-RECs in commercial quantities; long-term material changes in Renewable Energy flows across the PV System caused by climatic change, lightning, fire, ice storms, sabotage, vandalism caused by others despite reasonable

efforts of Customer to secure and protect the PV System, terrorism, war, riots, fire, explosion, insurrection, strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group), and actions or inactions by any governmental authority taken after the date hereof (including the adoption or change in any rule or regulation or environmental constraints lawfully imposed by such governmental authority), but only if such requirements, actions, or failures to act prevent or delay performance, and inability, despite due diligence, to obtain any licenses, permits, or approvals required by any governmental authority having jurisdiction.

2. The term Force Majeure does not include (i) any acts or omissions of any third party, including, without limitation, any vendor, materialman, customer, or supplier of Customer, unless such acts or omissions are themselves excused by reason of Force Majeure; (ii) any full or partial curtailment in the electric output of the PV System that is caused by or arises from a mechanical or equipment breakdown or other mishap or events or conditions attributable to normal wear and tear or flaws, unless such mishap is caused by one of the following: catastrophic equipment failure; acts of God; sudden actions of the elements, including, but not limited to: floods; hurricanes, tornadoes; sabotage; terrorism; war; riots; and emergency orders issued by a governmental authority or (iii) changes in market conditions that affect the cost of Public Service's or Customer's supplies, or that affect demand or price for any of Public Service's or Customer's products.

q) Applicability of Force Majeure.

1. Neither Party shall be responsible or liable for any delay or failure in its performance under this Contract, nor shall any delay, failure, or other occurrence or event become an event of default, to the extent such delay, failure, occurrence or event is substantially caused by conditions or events of Force Majeure, provided that:
 - i. the non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the Force Majeure;
 - ii. the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
 - iii. the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing actions taken to end the Force Majeure; and
 - iv. when the non-performing Party is able to resume performance of its obligations under this Contract, that Party shall give the other Party written notice to that effect.
2. Except as otherwise expressly provided for in this Contract, the existence of a condition or event of Force Majeure shall not relieve the Parties of their obligations under this Contract (including, but not limited to, payment obligations) to the extent that performance of such obligations is not precluded by the condition or event of Force Majeure. Notwithstanding this provision, Public Service shall have no obligation to make any payment for Renewable Energy or SO-RECs under this Contract except for actual production as measured by the metering provisions of this Contract.

- r) Limitations on Effect of Force Majeure. In no event will any delay or failure of performance caused by any conditions or events of Force Majeure extend this Contract beyond its stated Term. In the event that any delay or failure of performance caused by conditions or events of Force Majeure continues for an uninterrupted period of three hundred sixty-five (365) days from its occurrence or inception, as noticed pursuant to subsection 5(q)(i) above, the Party not claiming Force Majeure may, at any time following the end of such three hundred sixty-five (365) day period, terminate this Contract upon written notice to the affected Party, without further obligation by either Party except as to costs and balances incurred prior to the effective date of such termination. The Party not claiming Force Majeure may, but shall not be obligated to, extend such three hundred sixty-five (365) day period, for such additional time as it, at its sole discretion, deems appropriate, if the

affected Party is exercising due diligence in its efforts to cure the conditions or events of Force Majeure. This provision shall not operate to relieve Customer of any obligation to return to Public Service a prorated amount of any rebate paid under the Rebate Contract pursuant to the Terms and Conditions thereof.

- s) Any breach of a material term or provision of this Contract shall be considered an event of default hereunder. If any disputes arise concerning this Contract, including but not limited to enforcement of any term or condition of the Contract, the prevailing Party in any action brought for the purpose of enforcing such provisions shall be entitled to recover its reasonable attorney fees, expenses and costs of such action from the non-prevailing Party. Prior to commencing any action to enforce this Contract, the non-defaulting Party shall provide written notice of default to the Party asserted to be in default and the Party asserted to be in default shall have a period of thirty (30) days following receipt of such written notice within which to cure the asserted default (or if the asserted default is of a nature which cannot reasonably be cured within such 30-day period, to commence and thereafter diligently pursue a cure thereof.) Failure of either Party to assert a default or to enforce any term or condition of this Contract shall not constitute a waiver of any other similar or other default, or waiver of such term or condition or of any other term or condition of this Contract. Each Party hereby irrevocably and unconditionally waives any right to a trial by jury for the resolution of any dispute arising under this Contract.
- t) This Contract shall be governed by and interpreted in accordance with the laws of the State of Colorado.
- u) This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all constitute one and the same instrument. The Parties agree that a facsimile copy of a counterpart signed by the other Party will be deemed original and binding.
- v) Title, Risk of Loss, and Warranty of Title. As between the Parties, Customer shall be deemed to be in control of the Renewable Energy output from the PV System up to and until delivery and receipt by Public Service at any net meter and Public Service shall be deemed to be in control of such energy from and after delivery and receipt at any such net meter. Title and risk of loss related to the Renewable Energy shall transfer from Customer to Public Service at any net meter. Customer warrants and represents to Public Service that it has or will have at the time of delivery good and sufficient title to all Renewable Energy output and/or the ability to transfer good and sufficient title of same to Public Service.
- w) This Contract shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto, and shall not be assigned by either Party without the written consent of the non-assigning Party, which consent shall not be unreasonably withheld.
- x) By executing this Contract, Customer grants to Public Service permission to share information concerning the location of the generation of the SO-RECs sold to Public Service by Customer under this Contract with other Colorado public utilities, municipal utilities, electric cooperatives and other entities that may be involved with SO-REC transactions for the purpose of ensuring that the SO-RECs associated with Customer's PV System have not been sold to another entity and for any other legitimate business purpose, in Public Service's sole discretion.
- y) Relationship of the Parties. Nothing herein is intended nor shall ever be construed to create a joint venture, partnership or any other type of association between the Parties, nor shall either Party have the right to act in behalf of or bind the other for any liability, cost, expense or undertaking except as set forth in this Contract.
- z) Amendments or Modifications. No amendment, modification, or change of this Contract shall be binding upon the Parties unless such amendment, modification, or change is in writing and executed by the Parties.

- aa) Construction. No understandings or agreements not expressly stated herein shall be binding on the Parties in the construction or fulfillment hereof unless such understandings or agreements are reduced to writing and signed by the respective parties. The rule of construction that ambiguous provisions shall be interpreted against the drafter shall not apply to this Contract.
- bb) No Third-Party Beneficiaries. Except as otherwise specifically provided herein, this Contract is not intended to, and shall not, create rights, remedies, or any benefits of any character whatsoever, in favor of any person, corporation or other entity other than the Parties hereto, and the obligations herein assumed are for the use and benefit of the Parties, their successors in interest, and permitted assigns.
- cc) Remedies Cumulative. Except as otherwise specifically provided herein, each remedy provided for under this Contract shall be taken and construed as cumulative and in addition to every other remedy provided for herein or available at law or in equity.
- dd) Agreement Subject to Laws and Regulations. This Contract and the rights and obligations of the Parties hereunder shall be subject to all valid applicable state, local and federal laws, rules, regulations, ordinances, orders and decisions issued or promulgated for or by any court or regulatory agency having or asserting jurisdiction over this Contract, the services to be performed hereunder or either of the Parties hereto.
- ee) Notices. All notices, reports or other communications provided for in this Contract shall be in writing and shall be deemed to have been sent when delivered by hand, sent by facsimile with verification, or when deposited in the United States mail, postage prepaid and properly addressed or when sent via overnight courier:

If to Public Service:

Xcel Energy
Attn: Solar*Rewards
414 Nicollet Mall, 6th Floor
Minneapolis MN 55401
Fax: 1.800.252.4371

If to Customer:

or at such other address as either party may hereafter designate to the other in writing.

- ff) Entire Agreement. This Contract, together with all Exhibits attached hereto, constitutes the entire understanding and agreement between the Parties with respect to the purchase of SO-RECs from Customer, and all prior agreements, understandings, or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force and effect. Any amendment to this Contract shall be in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the undersigned Parties have executed this Contract as of the date and year first above written.

Customer Name (printed): _____
As authorized agent for <customer>

Customer Signature: _____ Date: _____

Public Service Company of Colorado d/b/a Xcel Energy

By: _____ Date: _____
As authorized agent for Public Service Company of Colorado

Title: _____

Please return the signed Solar*Rewards Rebate Contract to the Solar*Rewards Program Manager at the address shown below.

Solar*Rewards
Xcel Energy
414 Nicollet Mall - 6th floor
Minneapolis MN 55041
Fax: 800-252-4371

Exhibit A - Supply Amount & Price

Customer Information	
Customer Name **	
Mailing Address	
PV Developer Information	
Company Name	
Contact Name	
Mailing Address	
Contact Phone	
Contact Email Address	
PV Installation Information	
Street Address	
City, State, Zip	
Xcel Energy Account Number	
Xcel Energy Premise Number	
Projected Date of Commercial Operation	
PV system nameplate DC output capacity (kW)	

** should be the same name as appears on the Xcel Energy account listed

Project Year	SO-REC Production Estimate (MWh)	\$/MWh
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
Note: Fill in requested data for each project year under contract		



Solar*Rewards Rebate Contract
Customer-Sited Photovoltaic (PV) System
For Third Party PV Developers

This Contract is made and entered into this ____ day of _____, 20____, by and between Public Service Company of Colorado, d/b/a/ Xcel Energy ("Public Service" or "Company"), a Colorado corporation, whose address is 1225 Seventeenth Street, Denver, Colorado, 80202-5533, and _____ ("Customer") each of which may be referred to herein individually as the "Party" or collectively as the "Parties". Except as otherwise provided for herein, capitalized terms shall have the meanings set forth in Section 3652 of the Rules Regulating Electric Utilities of the Colorado Public Utilities Commission, 4 *Code of Colorado Regulations* 723-3-3652, as of the date of this Contract.

1. **Customer.** Customer represents that Customer is, or will be on the Date of Commercial Operation, as defined below, a retail electric customer receiving electric utility service from Public Service pursuant to the Company's Electric Tariff at the following Service Address located within the electric service territory of Public Service and is permitting a third-party developer ("Developer") of photovoltaic ("PV") systems, also identified below, to own, finance, maintain, and operate a PV electric installation on Customer's facility at such Service Address ("PV System"):

Service Address: _____

Developer: _____

2. **Rebate.** As an incentive for Customer to allow Developer to install and maintain the PV System at Customer's Service Address for the Term hereof, as provided in section 5(g) below, Public Service shall pay to Customer a rebate of \$2.00 per watt direct current (DC) of nameplate capacity, up to a maximum rebate amount of \$200,000. The applicable rebate amount to be paid by Public Service to Customer hereunder is shown on page 5 hereof.
3. **Related Developer Agreement.** Customer acknowledges that Developer has entered into an agreement with Public Service that is coterminous with the Term hereof as provided in Section 5(g) below, under which Public Service has agreed to purchase from Developer, and Developer has agreed to sell to Public Service, the Renewable Energy Credits associated with the energy produced by the PV System. Customer further acknowledges that, under said agreement, Developer has agreed to maintain the PV System in good working order for the Term hereof and that Customer's rights and obligations under this Rebate Contract will be directly affected by any failure by Developer to so maintain the PV System, as set forth more specifically in subsection 5(q) below.
4. **Representations of Customer.** Customer makes the following representations and warranties to Public Service:
- a) Customer is individually authorized and competent to sign this Contract, has read the Contract, and agrees to be bound by its terms and conditions as expressed herein.
 - b) The Customer has contracted with Developer for installation of a new PV system at the Service Address with a nameplate capacity of ____ kW DC. To the best of Customer's knowledge after reasonable investigation, the PV System meets the specifications set forth in section 5 below.
 - c) If any of the foregoing representations of Customer are false or incorrect, such false or incorrect representation shall constitute an event of default of this Contract.

5. Terms and Conditions.

- a) Customer shall be jointly responsible with Developer for ensuring that the PV System and each of its components installed at the Service Address meets all applicable codes, standards, and regulatory requirements at the time of installation.
- b) The PV System shall be located at the Service Address of the Customer at all times during the term of this Contract.
- c) The PV System shall have a nameplate Direct Current ("DC") output capacity in excess of ___ kilowatts ("kW") and a maximum capacity not to exceed ___ kW.
- d) Customer represents that the PV System shall be sized to supply no more than one hundred twenty percent (120%) of the average annual consumption of electricity by Customer at the Service Address. If a non-residential customer. Customer further represents that the Service Address is used for a legitimate commercial, industrial, governmental, or educational purpose other than the generation of electricity. Customer acknowledges that Public Service's Solar*Rewards Standard Offer Program is only available to PV systems where the estimated annual generation, as determined via PVWATTS, is not more than 120% of historical average annual electric consumption at the Service Address.
- e) "Commercial Operation" is achieved when (a) 100% of the nameplate capacity of the PV System is installed, (b) the PV System has operated without experiencing any abnormal or unsafe operating conditions, (c) all permits necessary to authorize the production and, if applicable, delivery to Public Service of Renewable Energy generated by the PV System have been obtained; (d) all necessary metering has been installed; and (e) any necessary Interconnection Agreement with Public Service has been entered into for purposes of connecting the PV System to Public Service's electric system. Upon reaching such milestone, Customer shall cause Developer to provide written notice thereof to Public Service, together with sufficient documentation to support such designation. Notwithstanding the foregoing, if Public Service, in its commercially reasonable discretion, believes the designation to be premature or inaccurate, it may, at Public Service's sole cost and expense, conduct additional testing to verify the accuracy of such designation. The foregoing requirements are a prerequisite condition, and no rebate payments shall become due and owing to Customer hereunder unless and until the PV System has met the requirements for Commercial Operation.
- f) "Date of Commercial Operation" shall be the first calendar day following the date Developer has met all of the criteria of subsection 5(e) above.
- g) This Contract shall become effective upon its execution by the Parties and shall continue in effect for a Term of twenty (20) years from and after the Date of Commercial Operation.
- h) Public Service will make the rebate payment in the form of a one-time check, payable to the Customer within thirty (30) days from written confirmation of Commercial Operation as described above, and receipt of any order of the Colorado Public Utilities Commission approving the Contract, should such approval be necessary.
- i) Nothing in this Contract shall be construed as any representation or warranty by Public Service of the design, installation or operation of the PV System or any component thereof, and Public Service expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.
- j) Public Service shall not be responsible or liable for any personal injury or property damage caused by the PV System or any individual component equipment of the system. Public Service shall not be liable to the Customer for any punitive, special, exemplary or consequential damages, including but not limited to, lost profits, loss of use, and costs of replacement, whether based in contract, tort, upon any theory of indemnity, or otherwise. Public Service makes no warranty or representation

concerning the taxable consequences, if any, to Customer with respect to payment of this rebate amount, and Customer is urged to seek professional advice regarding this issue.

- k) Customer shall indemnify, defend, and hold Public Service, its employees, agents, successors, assigns, subsidiaries and affiliates harmless against any and all claims, demands, liens, lawsuits, judgments or actions of whatsoever nature that may be brought on account of the installation, maintenance, operation, repair, or replacement of the PV System or any component equipment of the system.
- l) Customer shall assure that the PV System and the individual components of the system are maintained in good working order at all times during the Term of this Contract. If during the Term of this Contract, the PV System or any of the individual components of the system should be damaged or destroyed, Customer shall either cause the Developer to promptly repair or replace the equipment to its original specifications, tilt and orientation or, if the Developer fails to do so, Customer agrees to make such repairs or replacements at its sole cost and expense. Failure by Customer to comply with the provisions of this subsection shall be considered an event of default, entitling Public Service to reimbursement of the prorated rebate amount pursuant to subsection 5(q) below. If the PV System is out of operation for more than ninety (90) consecutive days during the Term of this Contract, and Customer is not a residential customer of Public Service, Public Service shall have the right to terminate this Contract by providing written notice to Customer anytime during the period following the expiration of such ninety (90) days and before the PV System has been made fully operational again. Upon such termination, Customer shall refund to Public Service a prorated amount of the total rebate originally paid to Customer hereunder for each year remaining in the Term of this Contract as of the date of such termination, calculated in the same manner as provided in subsection 5(q) below.
- m) If any disputes arise concerning this Contract, including but not limited to enforcement of any term or condition of the Contract, the prevailing Party in any action brought for the purpose of enforcing such provisions shall be entitled to recover its reasonable attorney fees, expenses and costs of such action from the non-prevailing Party. Prior to commencing any action to enforce this Contract, the non-breaching Party shall provide written notice to the Party asserted to be in breach and the Party asserted to be in breach shall have a period of thirty (30) days following receipt of such written notice within which to cure the asserted breach (or if the asserted breach is of a nature which cannot reasonably be cured within such 30-day period, to commence and thereafter diligently pursue a cure thereof.) Failure of either Party to assert a breach or to enforce any term or condition of this Contract shall not constitute a waiver of any such breach or a waiver of that term or condition or of any other term or condition of this Contract. Each Party hereby irrevocably and unconditionally waives any right to a trial by jury for the resolution of any dispute arising under this Contract.
- n) This Contract shall be governed by and interpreted in accordance with the laws of the State of Colorado.
- o) This Contract shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto, and shall not be assigned by either Party without the written consent of the non-assigning Party, which consent shall not be unreasonably withheld.
- p) This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all constitute one and the same instrument. The Parties agree that a facsimile copy of a counterpart signed by the other Party will be deemed original and binding.
- q) In the event at any time during the term of this Contract, the Developer falls into default of the associated Solar*Rewards SO-REC Purchase Contract referred to in Section 3 above, after giving effect to any applicable cure period, such event shall likewise constitute an event of default hereunder, and shall require Customer to refund to Public Service a prorated amount of the total rebate paid equal to 5% of the total rebate amount for each year of non-performance hereunder.

Moreover, in the event Customer sells, assigns or otherwise transfers title to, possession of, or control of the Service Address to another individual or entity, and such individual or entity fails to accept assignment of this Contract and the obligations of the Customer hereunder, such failure by the successor individual or entity shall likewise be considered an event of default, requiring Customer to return a prorated amount of the total rebate paid in accordance with the provisions of this subsection. As an example, for a default occurring at the end of contract year five (5), the Customer will be obligated to return 75% (or the prorated share representing the remaining fifteen years of the Contract) of the original rebate. Payment by the Customer is due within thirty (30) business days of written notification to Customer from Public Service of the default hereunder.

- r) Relationship of the Parties. Nothing herein is intended nor shall ever be construed to create a joint venture, partnership or any other type of association between the Parties, nor shall either Party have the right to act in behalf of or bind the other for any liability, cost, expense or undertaking except as set forth in this Contract.
- s) Amendments or Modifications. No amendment, modification, or change of this Contract shall be binding upon the Parties unless such amendment, modification, or change is in writing and executed by the Parties.
- t) Construction. No understandings or agreements not expressly stated herein shall be binding on the Parties in the construction or fulfillment hereof unless such understandings or agreements are reduced to writing and signed by the respective parties. The rule of construction that ambiguous provisions shall be interpreted against the drafter shall not apply to this Contract.
- u) No Third-Party Beneficiaries. Except as otherwise specifically provided herein, this Contract is not intended to, and shall not, create rights, remedies, or any benefits of any character whatsoever, in favor of any person, corporation or other entity other than the Parties hereto, and the obligations herein assumed are for the use and benefit of the Parties, their successors in interest, and permitted assigns.
- v) Remedies Cumulative. Except as otherwise specifically provided herein, each remedy provided for under this Contract shall be taken and construed as cumulative and in addition to every other remedy provided for herein or available at law or in equity.
- w) By executing this Contract, Customer grants to Public Service permission to share information concerning the location of the PV System to other Colorado public utilities, municipalities, cooperatives and other entities that may be involved in renewable energy credit transactions, and for any other business purpose, in Public Service's sole discretion.
- x) Agreement Subject to Laws and Regulations. This Contract and the rights and obligations of the Parties hereunder shall be subject to all valid applicable state, local and federal laws, rules, regulations, ordinances, orders and decisions issued or promulgated for or by any court or regulatory agency having or asserting jurisdiction over this Contract, the services to be performed hereunder or either of the Parties hereto.
- y) Notices. All notices, reports or other communications provided for in this Contract shall be in writing and shall be deemed to have been sent when delivered by hand, sent by facsimile with verification, or when deposited in the United States mail, postage prepaid and properly addressed or when sent via overnight courier:

If to Public Service:

Xcel Energy
Attn: Solar*Rewards
414 Nicollet Mall – 6th Floor
Minneapolis MN 55401

Fax: 1.800.252.4371

If to Customer:

or at such other address as either Party may hereafter designate to the other in writing.

- z) Entire Agreement. This Contract, together with any Exhibits attached hereto, constitutes the entire understanding and agreement between the Parties with respect to the rebate associated with the PV System, and all prior agreements, understandings, or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force and effect. Any amendment to this Contract shall be in writing and signed by both parties hereto.

Based on the actual equipment information provided, Public Service extends the following Rebate to the Customer.

Rebate payment in dollars _____.

As the Customer, I have read, understand, and agree to the terms of the Contract set forth above and accept the Rebate payment.

IN WITNESS WHEREOF, the undersigned Parties have executed this Contract as of the date and year first above written.

Customer Name (printed): _____ Title: _____
As authorized agent for <Customer>

Customer Signature: _____ Date: _____

Public Service Company of Colorado d/b/a Xcel Energy

By: _____
As authorized agent for Public Service Company of Colorado

Date: _____

Title: _____

Please mail the signed Solar*Rewards Rebate Contract to the Solar*Rewards Project Manager at the address shown below. A copy will be returned to you for your records.

Solar*Rewards
Xcel Energy

414 Nicollet Mall – 6th Floor
Minneapolis MN 55401
Fax: 1.800.252.4371

Solar*Rewards Program Manager: _____ Date: _____

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Public Service Company of Colorado d/b/a Xcel Energy | 1-800-481-4700 | xcelenergy.com



Solar*Rewards SO-REC Purchase Contract Customer-Sited Photovoltaic (PV) Systems For Third-Party PV Developers

This Contract is made and entered into this ____ day of _____, 20____, by and between Public Service Company of Colorado ("Public Service" or "Company"), d/b/a/ Xcel Energy, a Colorado corporation, whose address is 1225 Seventeenth Street, Denver, Colorado 80202-5533, and a third party developer of photovoltaic ("PV") systems _____ ("Developer"), whose address is _____, each of which may be referred to herein individually as a "Party" or collectively as the "Parties." Except as otherwise provided for herein, capitalized terms shall have the meanings set forth in Section 3652 of the Rules Regulating Electric Utilities of the Colorado Public Utilities Commission, 4 *Code of Colorado Regulations* 723-3-3652, as of the date of this Contract.

1. **Purchase and Sale.** On the terms and subject to the conditions set forth in this Contract, the Developer agrees to sell and Public Service agrees to purchase Renewable Energy Credits ("SO-RECs") as described herein. The photovoltaic solar system (the "PV System") from which the SO-RECs will be generated is to be installed by Developer at _____, the ("Service Address") with a rated Direct Current (DC) nameplate capacity of ____ kW. Developer shall sell and Public Service agrees to purchase all SO-RECs generated by the PV System at the Service Address for the Term hereof, as provided in Section 5(e) below.
2. **Purchase Price.** The purchase price for the SO-RECs hereunder shall be expressed in dollars per megawatt-hour (MWh), with one SO-REC being generated for each MWh of power generated by the PV System, and shall be as set forth in Exhibit A attached hereto. Public Service shall pay Developer the price of _____ per MWh for SO-RECs purchased hereunder. Such purchase price shall be payable in monthly installments, based upon Public Service's receipt of SO-RECs generated by the PV System in the immediately preceding month, in the manner described in subsection 5(l) below.
3. **Representations.** Developer hereby makes the following representations and warranties to Public Service:
 - a) Developer warrants that the person signing this Contract on behalf of Developer is individually authorized and competent to sign this Contract and to bind Developer to the terms hereof.
 - b) Developer will own the PV System at the Service Address set forth above, and the primary business at the Service Address is not the generation of electricity for retail or wholesale sale.
 - c) The proposed PV System nameplate capacity in kilowatts (kW) DC does not exceed the Service Address service entrance capacity.
 - d) Developer has obtained one or more written binding offers from a commercially reputable supplier or suppliers to furnish the PV panels required for the PV System.
 - e) If any of the above representations of the Developer are false or incorrect, such false or incorrect representation shall constitute an event of default under this Contract.
4. **Rebate Contract.** For the purposes of this Contract, the term "Rebate Contract" shall refer to the Rebate Contract entered into by and between Public Service and the retail electric customer at the Service Address ("Customer"). Developer acknowledges that the Customer has entered into a Rebate Contract with Public Service that is coterminous with the Term hereof as provided in Section 5(e) below, under which Public Service has agreed to pay to the Customer a rebate of \$2.00 per watt direct current (DC) of nameplate capacity, up to a maximum rebate amount of \$200,000, as an incentive to allow Developer to install and maintain the PV System at the Customer's Service Address for the Term hereof. Developer further acknowledges that, under said Rebate Contract, the Customer's rights and

obligations will be directly affected by any failure by Developer under this Contract to maintain the PV System in good working order during the term hereof.

5. Terms and Conditions.

- a) Developer shall be responsible for ensuring that the PV System equipment installed at the Service Address is new equipment and meets all applicable codes, standards, and regulatory requirements at the time of installation.
- b) Developer represents that the PV System shall be sized to supply no more than one hundred twenty percent (120%) of the average annual consumption of electricity by Customer at the Service Address. Developer acknowledges that Public Service's Solar*Rewards Program is only available to PV systems where the estimated annual generation, as determined via PVWATTS, is not more than 120% of historical average annual electric consumption at the Service Address.
- c) "Commercial Operation" is achieved when (a) 100% of the nameplate capacity of the PV System is installed, (b) the PV System has operated without experiencing any abnormal or unsafe operating conditions, (c) all permits necessary to authorize the production and, if applicable, delivery to Public Service of Renewable Energy generated by the PV System have been obtained; (d) all necessary metering has been installed; and (e) any necessary Interconnection Agreement with Public Service has been entered into for purposes of connecting the PV System to Public Service's electric system. Upon reaching such milestone, Developer shall provide written notice thereof to Public Service, together with sufficient documentation to support such designation. Notwithstanding the foregoing, if Public Service, in its commercially reasonable discretion, believes the designation to be premature or inaccurate, it may, at Public Service's sole cost and expense, conduct additional testing to verify the accuracy of such designation.
- d) "Date of Commercial Operation" shall be the first calendar day following the date Developer has met all of the criteria of subsection 5(c) above.
- e) This Contract shall become effective upon its execution by the Parties and shall continue in effect for a Term of twenty (20) years from and after the Date of Commercial Operation.
- f) The PV System shall be located at the Service Address at all times during the term of this Contract.
- g) The PV System shall have a nameplate Direct Current output capacity greater than ___ kW and less than or equal to ___ kW.
- h) The Developer shall maintain the PV System and the individual components of the PV System in good working order at all times during the Term of this Contract. If during the Term of this Contract the PV System or any of the individual components of the system should be damaged or destroyed, the Developer shall promptly repair or replace the equipment to its original specifications, tilt and orientation at the Developer's sole expense. All of Public Service's obligations hereunder during the period of such repair or replacement shall be suspended, except for making payment for any SO-RECs generated prior to such damage or destruction; provided, however, that if the time period for repair or replacement is reasonably anticipated to exceed 180 days, Public Service shall have the right, exercisable at its sole option, to terminate this Contract upon not less than 30 days written notice, with no further obligation of the Parties to perform hereunder following the effective date of such termination. In all other situations, if the PV System is out of operation for more than ninety (90) consecutive days during the Term of this Contract, and Customer is not a residential customer of Public Service, Public Service shall have the right to terminate this Contract by providing written notice to Customer anytime during the period following the expiration of such ninety (90) days and before the PV System has been made fully operational again.
- i) Any excess Renewable Energy generated by the PV System at the Service Address and not used by the Customer shall be delivered to Public Service. The Customer will receive compensation for this excess Renewable Energy via "net metering" as set forth in the Company's Electric Tariff or

other applicable tariffs on file with the Colorado Public Utilities Commission (CPUC) and in effect from time to time.

- j) Developer shall not sell any SO-RECs or deliver any excess Renewable Energy generated from the PV System to any party other than Public Service during the Term of this Contract, and Public Service shall purchase and own all SO-RECs produced by the PV System. Should the PV System produce less than 85% of the annual energy production as detailed in the attached Exhibit 1, the Developer shall reimburse Company for each SO-REC that such annual production falls short of such 85% threshold at the corresponding Contract SO-REC price. In making such determination, annual production shall be determined for each 12-month period effective with the first day of the billing period following the Date of Commercial Operation and each anniversary thereof.
- k) This Contract may be assigned by Developer pursuant to subsection 5(w) below.
- l) Public Service will make the SO-REC payment in the form of a monthly check based on the metered energy recorded each month by a second meter at the Developer's PV System ("PV Meter"). Public Service shall install, own, operate and read the PV Meter. Payment will be made within 30 days of the monthly meter reading.
- m) Nothing in this Contract shall be construed as a representation or warranty by Public Service of the design, installation or operation of the PV System or any component thereof, and Public Service expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.
- n) Public Service shall not be responsible or liable for any personal injury or property damage caused by the PV System or any individual component equipment of the system. Public Service shall not be liable to the Developer for any punitive, special, exemplary or consequential damages, including but not limited to, lost profits, loss of use, and costs of replacement, whether based in contract, tort, upon any theory of indemnity, or otherwise. Public Service makes no warranty or representation concerning the taxable consequences, if any, to Developer with respect to the production and sale of Renewable Energy or SO-RECs, and Developer is urged to seek professional advice regarding this issue.
- o) Developer shall indemnify, defend, and hold Public Service, its employees, agents, successors, assigns, subsidiaries and affiliates harmless against any and all claims, demands, liens, lawsuits, judgments or actions of whatsoever nature that may be brought on account of the installation, maintenance, operation, repair, or replacement of the PV System or any component equipment of the system.
- p) Definition of Force Majeure.
 - 1. The term "Force Majeure", as used in this Contract, means causes or events beyond the reasonable control of, and without the fault or negligence of the Party claiming Force Majeure, including, without limitation, acts of God, sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes; high winds of sufficient strength or duration to materially damage a PV System or significantly impair its operation such that it is no longer capable of generating Renewable Energy and associated SO-RECs in commercial quantities; long-term material changes in Renewable Energy flows across the PV System caused by climatic change, lightning, fire, ice storms, sabotage, vandalism caused by others despite reasonable efforts of Developer to secure and protect the PV system, terrorism, war, riots, fir., explosion, insurrection, strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group), and actions or inactions by any governmental authority taken after the date hereof (including the adoption or change in any rule or regulation or environmental constraints lawfully imposed by such governmental authority), but only if such requirements, actions, or failures to act prevent or delay performance, and inability, despite due diligence, to obtain any licenses, permits, or approvals required by any governmental authority having jurisdiction.

2. The term Force Majeure does not include (i) any acts or omissions of any third party, including, without limitation, any vendor, materialman, customer, or supplier of Developer, unless such acts or omissions are themselves excused by reason of Force Majeure; (ii) any full or partial curtailment in the electric output of the PV System that is caused by or arises from a mechanical or equipment breakdown or other mishap or events or conditions attributable to normal wear and tear or flaws, unless such mishap is caused by one of the following: catastrophic equipment failure; acts of God; sudden actions of the elements, including, but not limited to: floods; hurricanes, tornadoes; sabotage; terrorism; war; riots; and emergency orders issued by a governmental authority or (iii) changes in market conditions that affect the cost of Public Service's or Developer's supplies, or that affect demand or price for any of Public Service's or Developer's products.

q) Applicability of Force Majeure.

1. Neither Party shall be responsible or liable for any delay or failure in its performance under this Contract, nor shall any delay, failure, or other occurrence or event become an event of default, to the extent such delay, failure, occurrence or event is substantially caused by conditions or events of Force Majeure, provided that:
 - i. the non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the Force Majeure;
 - ii. the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
 - iii. the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing actions taken to end the Force Majeure; and
 - iv. when the non-performing Party is able to resume performance of its obligations under this Contract, that Party shall give the other Party written notice to that effect.
2. Except as otherwise expressly provided for in this Contract, the existence of a condition or event of Force Majeure shall not relieve the Parties of their obligations under this Contract (including, but not limited to, payment obligations) to the extent that performance of such obligations is not precluded by the condition or event of Force Majeure. Notwithstanding this provision, Public Service shall have no obligation to make any payment for Renewable Energy or SO-RECs under this Contract except for actual production as measured by the metering provisions of this Contract.

- r) Limitations on Effect of Force Majeure. In no event will any delay or failure of performance caused by any conditions or events of Force Majeure extend this Contract beyond its stated Term. In the event that any delay or failure of performance caused by conditions or events of Force Majeure continues for an uninterrupted period of three hundred sixty-five (365) days from its occurrence or inception, as noticed pursuant to subsection 5(q)1(i) above, the Party not claiming Force Majeure may, at any time following the end of such three hundred sixty-five (365) day period, terminate this Contract upon written notice to the affected Party, without further obligation by either Party except as to costs and balances incurred prior to the effective date of such termination. The Party not claiming Force Majeure may, but shall not be obligated to, extend such three hundred sixty-five (365) day period, for such additional time as it, at its sole discretion, deems appropriate, if the affected Party is exercising due diligence in its efforts to cure the conditions or events of Force Majeure. This provision shall not operate to relieve the Customer of any obligation to return to Public Service a prorated amount of any rebate paid under any related Rebate Contract pursuant to the Terms and Conditions thereof.

- s) Any breach of a material term or provision of this Contract shall be considered an event of default hereunder. If any disputes arise concerning this Contract, including but not limited to enforcement of any term or condition of the Contract, the prevailing Party in any action brought for the purpose of enforcing such provisions shall be entitled to recover its reasonable attorney fees, expenses and costs of such action from the non-prevailing Party. Prior to commencing any action to enforce this Contract, the non-defaulting Party shall provide written notice of default to the Party asserted to be

in default and the Party asserted to be in default shall have a period of thirty (30) days following receipt of such written notice within which to cure the asserted default (or if the asserted default is of a nature which cannot reasonably be cured within such 30-day period, to commence and thereafter diligently pursue a cure thereof.) Failure of either Party to assert a default or to enforce any term or condition of this Contract shall not constitute a waiver of any other similar or other default, or waiver of such term or condition or of any other term or condition of this Contract. Each Party hereby irrevocably and unconditionally waives any right to a trial by jury for the resolution of any dispute arising under this Contract.

- t) This Contract shall be governed by and interpreted in accordance with the laws of the State of Colorado.
- u) This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all constitute one and the same instrument. The Parties agree that a facsimile copy of a counterpart signed by the other Party will be deemed original and binding.
- v) Title, Risk of Loss, and Warranty of Title. As between the Parties, Developer shall be deemed to be in control of the Renewable Energy output from the PV System up to and until delivery and receipt by Public Service at any net meter and Public Service shall be deemed to be in control of such energy from and after delivery and receipt at any such net meter. Title and risk of loss related to the Renewable Energy shall transfer from Developer to Public Service at any net meter. Developer warrants and represents to Public Service that it has or will have at the time of delivery good and sufficient title to all Renewable Energy output and/or the ability to transfer good and sufficient title of same to Public Service.
- w) This Contract shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto, and shall not be assigned by either Party without the written consent of the non-assigning Party, which consent shall not be unreasonably withheld.
- x) By executing this Contract, Developer grants to Public Service permission to share information concerning the location of the generation of the SO-RECs sold to Public Service by Developer under this Contract with other Colorado public utilities, municipal utilities, electric cooperatives and other entities that may be involved with SO-REC transactions for the purpose of ensuring that the SO-RECs associated with the Developer's PV System have not been sold to another entity and for any other legitimate business purpose, in Public Service's sole discretion.
- y) Relationship of the Parties. Nothing herein is intended nor shall ever be construed to create a joint venture, partnership or any other type of association between the Parties, nor shall either Party have the right to act in behalf of or bind the other for any liability, cost, expense or undertaking except as set forth in this Contract.
- z) Amendments or Modifications. No amendment, modification, or change of this Contract shall be binding upon the Parties unless such amendment, modification, or change is in writing and executed by the Parties.
- aa) Construction. No understandings or agreements not expressly stated herein shall be binding on the Parties in the construction or fulfillment hereof unless such understandings or agreements are reduced to writing and signed by the respective parties. The rule of construction that ambiguous provisions shall be interpreted against the drafter shall not apply to this Contract.
- bb) No Third-Party Beneficiaries. Except as otherwise specifically provided herein, this Contract is not intended to, and shall not, create rights, remedies, or any benefits of any character whatsoever, in favor of any person, corporation or other entity other than the Parties hereto, and the obligations herein assumed are for the use and benefit of the Parties, their successors in interest, and permitted assigns.

- cc) Remedies Cumulative. Except as otherwise specifically provided herein, each remedy provided for under this Contract shall be taken and construed as cumulative and in addition to every other remedy provided for herein or available at law or in equity.
- dd) Agreement Subject to Laws and Regulations. This Contract and the rights and obligations of the Parties hereunder shall be subject to all valid applicable state, local and federal laws, rules, regulations, ordinances, orders and decisions issued or promulgated for or by any court or regulatory agency having or asserting jurisdiction over this Contract, the services to be performed hereunder or either of the Parties hereto.
- ee) Notices. All notices, reports or other communications provided for in this Contract shall be in writing and shall be deemed to have been sent when delivered by hand, sent by facsimile with verification, or when deposited in the United States mail, postage prepaid and properly addressed or when sent via overnight courier:

If to Public Service:

Xcel Energy
Attn: Solar*Rewards
414 Nicollet Mall, 6th Floor
Minneapolis MN 55401
Fax: 1.800.252.4371

If to Developer:

or at such other address as either party may hereafter designate to the other in writing.

- ff) Entire Agreement. This Contract, together with all Exhibits attached hereto, constitutes the entire understanding and agreement between the Parties with respect to the purchase of SO-RECs from Developer, and all prior agreements, understandings, or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force and effect. Any amendment to this Contract shall be in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the undersigned Parties have executed this Contract as of the date and year first above written.

Developer Name (printed): _____

Developer Representative: _____ Title: _____

Developer Signature: _____ Date: _____
As authorized agent for

Public Service Company of Colorado d/b/a Xcel Energy

By: _____ Date: _____
As authorized agent for Public Service Company of Colorado

Title: _____

Please fax or mail the signed Solar*Rewards SO-REC Purchase Contract to the Solar*Rewards program manager.
The fax number and address are shown below.

**Solar*Rewards Program
Xcel Energy
414 Nicollet Mall – 6th floor
Minneapolis MN 55401
Fax: (800) 252.4371**

Solar Program Manager: _____ Date: _____

Exhibit A - Supply Amount & Price

Customer Information	
Customer Name **	
Mailing Address	
PV Developer Information	
Company Name	
Contact Name	
Mailing Address	
Contact Phone	
Contact Email Address	
PV Installation Information	
Street Address	
City, State, Zip	
Xcel Energy Account Number	
Xcel Energy Premise Number	
Projected Date of Commercial Operation	
PV system nameplate DC output capacity (kW)	

** should be the same name as appears on the Xcel Energy account listed

Project Year	SO-REC Production Estimate (MWh)	\$/MWh
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
Note: Fill in requested data for each project year under contract		



2010 Request for Proposals

Solar On-site Renewable Energy Credits (SO-REC)

To be issued on September 3, 2010

Proposal Submission Date: October 29, 2010

Xcel Energy Inc. is a major U.S. investor-owned electric and natural gas utility headquartered in Minneapolis, Minnesota. Xcel Energy owns four operating companies that have regulated utility operations in the 8 Western and Midwestern states of: Minnesota, Wisconsin, North Dakota, South Dakota, Michigan, Colorado, Texas, and New Mexico. The operating companies of Xcel Energy provide, collectively, energy-related products and services to approximately 3.3 million electric and 1.8 million natural gas customers. More information is available at www.xcelenergy.com.

Public Service Company of Colorado ("Public Service" or the "Company") is the Xcel Energy operating company in Colorado. Public Service operates under the trade name of Xcel Energy. This Request for Proposals (RFP) seeks solar on-site renewable energy credits or SO-RECs, as these terms are defined by Colorado Public Utilities Commission Rule 3652, 4 CCR 723-3-3652, from new solar renewable energy systems to be located in Colorado. Eligible respondents to this RFP ("Respondents") must be the owners of the proposed solar renewable energy systems. Respondents are requested to provide offers for the SO-RECs pursuant to the instructions provided herein. This RFP is limited to proposals for SO-RECs that are generated from solar generating facilities with a gross nameplate capacity above 500 kW direct current (DC) with generation not exceeding 120% of historical or expected consumption at that site.

This RFP contains several sections, including an Introduction, Proposal Logistics, Bid Submittal, Evaluation Process and Assumptions, Delivery and Interconnection, and Solar*Rewards SO-REC Purchase Contracts (SRPC).

Please provide all the information requested to enable the Company to properly evaluate your approach and viability as a bidder for SO-RECs. Feel free to provide additional information, not requested here, that you feel would help in our evaluation process.

This Request for Proposals and all files, designs, specifications and other data appended or related to it are the property of the Company and are delivered only for the purpose of enabling each potential respondent to prepare and submit a proposal in response hereto.

Solar*Rewards 2010 Request For Proposals (RFP)

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Solar*Rewards 2010 Request for Proposals

Section 1: Introduction

Public Service Company of Colorado (Public Service or Company), an operating company of Xcel Energy Inc., is issuing this Request for Proposals (RFP) for solar on-site renewable energy credits or SO-RECs from new solar renewable energy systems in Colorado that will meet the following requirements:

1. Use a solar electric generation technology to generate electricity.
2. Will be located on the premises of a Public Service customer and interconnected on that same site, or located on the premises of a customer of another Colorado electric utility that is eligible to become a qualifying retail utility under C.R.S. §40-2-124. The customer shall not have as its primary business the generation of electricity for retail or wholesale sale. The customer must use its premises where the solar renewable energy system will be located for a legitimate commercial, industrial, governmental or educational purpose other than the generation of electricity.
3. Installations must occur by June 1, 2012.
4. Have gross nameplate capacity above 500 kW direct current (DC).
5. Produce electricity primarily for the customer's consumption, with some export to the grid (if grid-connected), with the renewable energy credits (SO-RECs) sold to Public Service. Expected generation cannot exceed 120% of historical or expected annual consumption at the site.

Public Service invites proposals from all potential Respondents who are capable of meeting the requirements of the RFP. Public Service invites proposals both from the customers on whose premises the solar systems will be installed and from third party owners of solar systems installed on customer premises.

This introductory section describes the type, amount and timing of solar resources sought in this Solar*Rewards RFP. Section 2 covers logistics such as where and when proposals must be submitted, bid evaluation fees, and policies and procedures. Section 3 describes the bid submittal process. Section 4 addresses the evaluation process and assumptions. Section 5 provides requirements related to interconnection.

1.1 Resource Acquisition Objectives

The Colorado Revised Statutes Section 40-2-124, henceforth referred to as the Renewable Energy Standard ("RES"), stipulates the amount of renewable energy Public Service is required to generate or cause to be generated. The enactment of House Bill 07-1281 increased the original requirement, such that in 2008 through 2010, the equivalent of 5% of Public Service's retail electricity sales must be acquired through eligible renewable energy sources. This total percentage increases to 10% for 2011 through 2014, 15% for 2015 through 2019, and 20% in 2020. The RES requires that at least 4% of the total requirement be acquired from solar resources, and that one-half of that solar generation be on site at customer facilities. The Colorado Public Utilities Commission (CPUC) has defined, by rule, what solar generation facilities qualify as on-site solar systems. See 4 CCR 723-3-3652(i). This RFP is designed to procure competitively priced SO-RECs (solar onsite renewable energy credits) from on-site solar systems within the meaning of this rule.

The Company is seeking approximately 5 MW DC from this solicitation. The Company reserves the right to accept more, fewer, or no MW from this solicitation.

1.2 Eligible Technologies

All solar generating technologies to be located in Colorado that qualify as on-site solar systems under the CPUC Rules are eligible to bid into this RFP.

1.3 Interconnection

The bidder for this RFP will be responsible for entering into an Interconnection Agreement with Public Service or the appropriate utility at each site prior to energy production from the solar generating system.

For Public Service retail customers, the solar generating system installation under this RFP must be connected to the customer's electrical load or to the customer's side of the revenue meter to be considered net-metered. The generating facility must be on the same contiguous property as the net meter for the facility.

For successful bidders, Public Service's Electric Distribution Standards Department will provide to the bidder an estimate of the interconnection costs, if any, for each installation site. The bidder will have the opportunity to revise the initial bid to reflect any changes in interconnection costs. Public Service reserves the right to decline the revised bid if it is above the previously determined threshold for approved bids.

1.4 Pricing

This RFP requires SO-REC pricing in \$/MWh units. . Pricing may be a constant price for each year of the term, decreasing price for each year of the term, or increasing price for each year of the term. The pricing forms and instructions are in Appendix A of this RFP.

1.5 SO-REC Purchase Contracts ("SRPC")

Two (2) different types of bidders may elect to participate in this RFP:

- Property owners who will own the on-site solar system
- Third-party Developers who will construct and own the on-site solar system on the premises of the customer

Contracts for the purchase of SO-RECs will reflect the differences in these two approaches.

All specifications and pricing contained within a proposal **must** be consistent with the applicable provisions set forth in the SRPC for the appropriate bidder type. Bidders must submit a proposal that completely comports with the SRPC.

The length of the contracts for the Rebate and the Sale of the SO-RECs shall be the same. This term is twenty (20) years, except where the system size is between 500 kW and 1 MW, where a different term may exist if mutually agreed to by the parties.

1.6 Environmental and Renewable Energy Credits

For purposes of this solicitation, each SO-REC represents one-megawatt hour (MWh) of renewable energy. Under the terms of the SRPC, the sale of SO-RECs to Public Service includes the transfer to Public Service of all environmental and renewable energy credits associated with the solar energy production.

1.7 Solar Rebate

Public Service will offer a \$200,000 rebate to Public Service retail customers for Solar systems bid into this RFP. This rebate will not be paid to electric customers of other utilities or to third party developers. This rebate is calculated using the standard rebate offer of \$2.00 per watt DC up to a maximum of 100kW per system, pursuant to CPUC Rule 3658, and is based on the minimum required capacity for On-Site solar systems bid into this RFP of 500 kW DC.

Public Service retail customers who receive the \$200,000 rebate will be obligated to assure that the On-Site solar system remains operational for the entire twenty (20) year contract term of the related SRPC. Customers with systems between 500 kW and 1 MW who have a mutually agreed-to alternate term will receive a rebate pro-rated to reflect the difference in the term. The maximum allowable rebate under any terms on a given site is \$200,000. The rebate will be paid only to the Public Service retail customer at the installation address. This payment of this rebate may be subsequently assigned to a different party with the written approval of the Public Service retail customer.

The rebate payment to Public Service retail customers will be taken into account when evaluating bids into this program, using a net present value calculation for both rebate and SO-REC bid by the Public Service customer.

1.8 Special Conditions For Third-party Developers In Public Service's Service Territory

So that Public Service can meet its SO-REC obligations under the RES, Public Service wants to encourage third-party developers to install, own, maintain, and finance on-site solar systems at Public Service customer sites and to transfer the SO-RECs to Public Service. To accomplish this objective, the following arrangements will apply:

1. The retail customer will continue to purchase the energy needed beyond the energy supplied by the on-site solar system from Public Service at the standard tariff rate and the Company will purchase any excess energy generated by the on-site solar system from the customer under the Company's net metering tariff. Customers may make a one-time election to have the excess energy credits roll over from year to year if desired.
2. Public Service will own and read the kWh production meter, but the Developer will pay for the meter.
3. Third-party Developers will execute a Sale Of Electricity Acknowledgement for each customer-sited solar installation.
4. Third-party Developers will provide Public Service with the Public Service customer name, contact, and phone number with their bid.
5. Third-party Developers will be able to set their own price for solar energy sold to the Public Service retail customer from the on-site solar installation.
6. Third-party Developers will enter into the Interconnection Agreement and SRPC with Public Service.

1.9 Solar*Rewards Rebate Contracts

The rebate shall be supplied to the Public Service customer under either the Customer-Owned or the Third-Party Developer model. The contract must be entered into by the end-use (host) customer.

1.10 Meteorological and System Operation Data

Rule 3655 states:

"For eligible energy resources greater than 250 kW, the owner shall provide, at the QRU's request, access to the QRU of system operation data. In the event that an eligible energy resource greater than 250 kW also collects meteorological data, the owner shall provide, at the QRU's request, real time electronic access to the QRU to such meteorological data."

All bidders should assume that Public Service will request access—prior to commercial operations—to all site data collected.

Section 2. Proposal Logistics

2.1 Schedule

As shown on the following schedule, Public Service will host a pre-bid meeting on Thursday, September 9, 2010. Proposals are due by 4 PM, Mountain Standard Time, Friday, October 29, 2010. Public Service will announce the bid winners by Friday, November 19, 2010.

Activity	Date
Pre-Bid Meeting	Thursday, September 9, 2010
Proposals Due	Friday, October 29, 2010
Short-list Selected	Friday, November 19, 2010

2.2 Pre-Bid Conference

Time: 9:30 am - Noon (MST)
Date: Thursday, September 9, 2010
Location: Technical Services Building
550 15th Street, Denver, CO 80202
Room 019 (Basement)

2.3 Proposal Submission

Bids will be accepted until 4:00 P.M. Central Standard Time on Friday, November 19, 2010. All bids must be transmitted by express, certified or registered mail, or hand delivered to the Public Service Solar*Rewards RFP Project Manager at the following address:

Public Service Solar*Rewards RFP Project Manager

Pam Newell
Xcel Energy Services Inc.
5050 N. Service Drive
Winona MN 55987
pamela.i.newell@xcelenergy.com
507.457.1249
800.252. 4371

RFP website: www.xcelenergy.com/rfp under Solar*Rewards RFP

Proposals received later than the due date and time indicated will be rejected and returned unopened, unless Public Service determines, in its sole discretion, that extenuating circumstances led to late delivery. Two (2) hardcopies of the proposal must be included in the submittal. In addition, bidders must submit one electronic copy on a CD in a Microsoft Excel format.

Proposals must be submitted in a sealed package with the following information shown on the package:

Response to 2010 Solar*Rewards RFP

Confidential Sealed Bid Proposal

The bidder's Company name and address must be clearly indicated on the package containing the proposal.

2.4 Information Policy

To obtain additional information about this RFP, bidders may only submit written requests. These requests should be sent to the Public Service Solar*Rewards RFP Project Manager. Questions or requests may be transmitted via email, fax, or U.S mail; email is preferred. Public Service will maintain a log of all inquiries and coordinate the preparation of a written response. Once a response is prepared, Public Service will forward it to the inquiring party and all other bidders who have provided an email address. Parties without email addresses will not receive these responses. The questions and responses will also be posted on the www.xcelenergy.com/solar website under Solar*Rewards RFP. Public Service has established this information policy to ensure that all bidders have the same knowledge about the bidding process.

2.5 Bid Evaluation Fees

Bidders must include a non-refundable bid evaluation fee of \$500 with each proposal for each site. Checks should be made out to "Public Service Company of Colorado" and must be submitted as part of each individual bid proposal.

A proposal consists of the following – one proposed installation address, one SO-REC delivery amount for each year, a prescribed term length, and one set of prices (a price for each year of contract term). Proposals that vary any of these conditions constitute multiple proposals and as such will require an additional bid evaluation fee.

2.6 Proposal Forms

All proposals must include a complete set of forms for each bid. Using the forms will ensure consistency in bid submission, interpretation and evaluation by Public Service. If a bidder is submitting more than one proposal, a separate set of forms must be submitted for each proposal. The forms, together with instructions for each form, are provided in Appendix A to this RFP. Each bid alternative will require a separate set of forms and a separate bid evaluation fee.

2.7 Clarification of Proposals

While evaluating proposals, Public Service may request additional information about any item in the proposal. Such requests will be made in writing usually via email. The bidder is required to provide a written response to the Public Service Solar*Rewards RFP Project Manager within five (5) business days, or Public Service may deem the bidder to be non-responsive and stop evaluating the bid. To facilitate meeting the five-day response timeframe, Public Service encourages bidders to provide one or more alternate points of contact for these questions, with email being the preferred method of communication.

2.8 Representations

Public Service is a public utility with an on-going obligation to serve its customers. This RFP does not commit Public Service to pay any costs incurred in the preparation of a proposal in response to this RFP or to procure or contract for any services offered in response to this RFP. Public Service reserves the right to modify or withdraw this RFP, to negotiate with all qualified bidders to resolve technical or contractual specifications, and/ or to reject any or all responses and to terminate contract development discussions at any time. Prior to the execution of a contract, Public Service reserves the right to:

- Request from a bidder information that is not explicitly detailed in this document,
- Reject any or all proposals,
- Reject any proposals that, at Public Service's sole discretion, are not complete or contain irregularities, or waive irregularities in any bid that is submitted,
- Accept or reject any proposals not received on or before the due date specified,
- Accept other than the lowest cost proposal(s),
- Obtain clarification from bidders concerning proposals,
- Conduct contract development discussions with selected bidders.

2.9 Confidentiality

Each page of the RFP response should be clearly identified as to whether it contains confidential or proprietary information. Public Service reserves the right to release any proposals to agents or consultants for purposes of proposal evaluation. Public Service's disclosure standards and policies will contractually bind such agents or consultants. Regardless of the confidentiality, all such information may be subject to review by the appropriate state jurisdiction, or any

other governmental authority or judicial body with jurisdiction relating to these matters and may be subject to legal discovery. Under such regulatory and legal circumstances, Public Service will make all reasonable efforts to preserve bidders' confidential information, including requesting that it be filed under seal.

2.10 Addenda to RFP

Public Service reserves the right to modify or supplement this RFP by issuing one or more addenda at any time during this solicitation. Such addenda shall become a part of this RFP and any additional responses required of bidder by any such addenda shall become part of each proposal.

Section 3. Bid Submittal

3.1 Minimum Bid Eligibility Requirements

This section lists the minimum requirements that all proposals must meet to be eligible to participate in this solicitation. Proposals that do not comply with these requirements will be deemed ineligible and will not be considered for further evaluation.

- Proposals must include all applicable content requirements described in Section 3.2, including clear and complete written descriptions of all information requested and completed forms.
- Bids must clearly specify all pricing terms. Any and all indexed prices and/or price escalations must be fully explained. Indices used to escalate prices must be very closely related to the price being escalated. Public Service will reject bids escalating items with general indices (e.g. CPI or GDP_IPD) and will not evaluate them further.

3.2 Proposal Content Requirements

This section outlines the content and format requirements for all proposals submitted in response to this 2010 Solar*Rewards RFP. Proposals that do not include the information requested in this section will be ineligible for further evaluation, unless the information requested is not applicable or relevant to a given bid. If it appears that certain information is inadvertently omitted from a proposal, Public Service may contact the bidder to obtain the additional information.

The first section of each proposal must contain an Executive Summary that provides an overview of the bid's characteristics, including any unique aspects or benefits. The second section of the proposal must include the set of forms included in Appendix A. These forms will contain essential information about each bid, and a separate set of forms and related information must be submitted with each proposal. The third section of the proposal must include other proposal information, which must be in narrative form under specific topic headings.

A complete proposal will include the following three components:

1. Executive Summary
2. Complete set of applicable forms (including any necessary notes or attachments to elaborate on form information.)
3. Narrative Topics Discussion (two topics described below)

The proposal forms and topic headings are described below.

- Form A Bid Certification Form
- Form B Bid Cover Sheet

- Form C Technical Description
- Form D Construction Milestones
- Form E Supply Amount & SO-REC Bid Form

Appendix A includes detailed descriptions of each of these forms, as well as any special instructions for completing the forms.

Narrative Topics

In addition to completed forms, each proposal must also include a thorough written discussion of each of the following two topics. The narrative topics should be organized under the following headings, with each heading beginning on a separate page.

- Project Development Schedule
- SO-REC Production Profile

Project Development Schedule. All proposals must provide a detailed schedule of project development activities and target completion dates for engineering, permitting, equipment procurement, construction, start-up and commissioning. Describe the overall development strategy that will ensure that the project can be developed in time to meet the proposed commercial operation date.

SO-REC Production Profile (data to be provided in Microsoft Excel format). All proposals must provide information on expected annual SO-REC production for each project year. Each bidder must clearly describe anticipated energy production degradation over the term of the contract, and scheduled/anticipated replacement of significant components.

Section 4. Evaluation Process and Assumptions

The bid evaluation process will include an assessment of price factors. The economic evaluation will identify the most cost-effective group of proposals based on each bid's SO-REC price and rebate. The bid evaluation process will involve the following steps. These steps are generally sequential, but certain activities will overlap among steps.

1. Eligibility Screening

The information provided in each bid will first be evaluated for completeness and consistency with the proposal submittal requirements outlined in Section 3 of this RFP. Preliminary due diligence will also be conducted at this stage to identify any "fatal flaws" associated with a bid, such as an unacceptably high level of development, a technology risk, or generation capability exceeding 120 % of site consumption. As a result of this screening review, Public Service may either eliminate bids from further consideration, or contact bidders to clarify information or request additional information. Given the short amount of time allotted to evaluate the bids, Public Service will limit follow-up contacts to only those bids that meet the minimum eligibility requirements listed in Section 3.1.

2. Economic Analysis

Following Eligibility Screening, levelized REC costs of the remaining bids will be calculated. Levelized REC costs will be calculated net of bid REC pricing, rebate, avoided energy costs, and any other costs associated with delivering SO-RECs from the facility.

It should be noted that using the rebate and avoided energy costs means projects for projects within the Xcel Energy service territory have components taken into consideration that non-Xcel Energy customers will not. This should be taken into consideration during preparation of the bid.

3. Evaluation Assumptions

The following planning assumptions will underlie Public Service's bid evaluation process.

• Utility Discount Rate and Cost of Capital

Public Service will use a discount rate based on its current weighted after-tax cost of capital which will be announced at the time of the RFP's actual release.

- **Bonus for Community-Based Projects¹**

Public Service is allowed to reflect an additional bonus amount of RECs generated from Community-Based projects. This bonus amount will be calculated and added to the estimated number of RECs produced. This adjusted value will be used in the NPV analysis of the bid when comparing it against other bids made in response to this RFP. See RES Rule 3652 (c) for a description of Community-Based projects.

4. Evaluation Team

A bid evaluation team has been formed to develop the RFP, and to evaluate and select bids. Members of the bid evaluation team include personnel from various departments within Public Service, each with different responsibilities, as summarized here.

5. Notification of Bid Results

Public Service intends to notify bidders of the results of the bid evaluation and begin contract development on or about Friday, November 19, 2010.

5. Post-bid Requirements

Once a bidder is notified of an accepted bid, they will have thirty (30) business days to submit:

- 1) a letter from the proposed retail customer indicating their agreement to go forward with this project, citing specific address and system size; and
- 2) a deposit of \$5,000 which will be refunded if the project is completed by June 1, 2012. If the project is not completed by that date, the deposit will be forfeited to the RESA.

6. Changes to system location

Once a bidder has been notified that a bid has been accepted, the project location, interconnection meter number and retail customer cannot be changed. If the post-bid requirements cannot be fulfilled, the bid will be rejected. Public Service then reserves the right to accept the next most cost-effective bid from another project from this solicitation OR to hold the capacity until the next RFP.

¹ Under Colorado law and regulation, each kilowatt-hour of solar energy generated within Colorado is counted as generating 1.25 Renewable Energy Credits. Each kilowatt-hour of solar energy generated by a Colorado community-based project, as defined by CPUC Rule 3652(c), is counted as generating 1.5 Renewable Energy Credits.

Section 5. Delivery and Interconnection

5.1 SO-REC Delivery Requirements

The point of delivery for the SO-RECs in response to this RFP will be the customers' On-Site solar installation at their facilities.

Successful bidder(s) will be responsible for providing documentation necessary to obtain interconnection of their On-Site solar installation at each facility.

Bidders may submit a that documentation for Interconnection with Public Service following the procedures outlined in Section 5.2 below at any time.

5.2 Public Service Interconnection Study Requests

Bidders may contact Public Service's Manager of Area Engineering, Chris Pardington.

Mr. Pardington will be Public Service's sole point of contract for all questions and requests related to interconnection studies and questions. His contact information is:

Mr. Chris Pardington
Manager, Area Engineering
Public Service Company of Colorado
1123 West 3rd Avenue
Denver CO 80223

Email: chris.pardington@xcelenergy.com

Phone: 303.571.3511

Bidders should note that any proposals selected through this RFP that involve direct interconnection with the Public Service system will be required to submit an Interconnection Application and to enter into an Interconnection Agreement. Such Interconnection Agreement is a separate and distinct agreement from the SRPC.

Appendix A

Proposal Forms and Instructions

As discussed in Section 3, the completed forms, attachments and narrative topic discussions, will comprise a complete proposal. The contents of each form and any special instructions for completing the forms are described below.

If additional space is needed to elaborate on information requested on any form, please attach additional sheets with the heading "Form ___ - Additional Information."

If certain information is requested that does not apply to the proposal, the bidder must indicate that the information is not applicable. If appropriate, the bidder should explain why the information is not applicable.

In addition to submitting two (2) hardcopies of the proposal, bidders must also include a CD with the completed forms in MS Excel format.

Form A Bid Certification Form

All proposals must include a completed Bid Certification form signed by an officer or other authorized employee of the proposing company. This form will certify that the information in the proposal is accurate, that the pricing includes all costs for the proposed term of service and that the bidder agrees to be bound by the terms and conditions contained in the RFP. Further, the bidder must accept the SRPC included in the RFP, except as specifically noted in writing in the proposal.

Form B Bid Cover Sheet

This form requests general information about the bidder, the proposed generation technology, type of sale, and capacity.

Form C Technical Description

This form requests a host of information about the proposed configuration of generation equipment, as well as operational characteristics.

Form D Construction Milestones

This form requests bidders to provide estimated dates for meeting a series of project development and construction milestones for the proposed project.

Please complete forms that are included in the Microsoft Excel file "Public Service SO-REC RFP.xls." These forms can be downloaded from the RFP web site or on the CD enclosed with the hardcopy of this RFP.

Form E
Supply Amount & SO-REC Bid Form

SO-REC Pricing: In Form E - Supply Amount & SO-REC Bid Form, which will be Exhibit 1 of the SRPC, the bidder must provide a SO-REC price in nominal \$/MWh that would be charged to Public Service during each project year. (To clarify, a nominal price for project year 1 would be the actual price charged in project year 1). For proposals that are selected through this RFP, the proposed SO-REC price will be the "Solar*Rewards SO-REC Price" as defined in Article 2 of the SRPC. Public Service will make SO-REC payments to the seller based on the amount of energy produced during a billing period, multiplied by the Solar*Rewards SO-REC Price for that period.

Bidders may propose prices that are either fixed for the term, escalate at a known (non-indexed) rate or escalate with an index that is clearly and very closely related to the item being escalated. Pricing tied to general inflation indices will not be accepted.

Bid prices must include all costs for which bidder intends to seek compensation from Public Service, including electric interconnection.

SO-REC bid prices which vary by more than 10% from one project year to another project year will not be accepted.

SO-REC Quantity: In Form E - Supply Amount & SO-REC Bid Form, which will be Exhibit A of the SRPC, the bidder must also provide a projected number of SO-RECs to be produced during each contract year. The number of projected SO-RECs to be produced each year will be evaluated against data representing expected generation output according to the technology being employed. Annual projection estimates which do not appear reasonable in comparison to that data will be questioned and may cause the bid to be modified or rejected.

Form A – Certification Form

The bidder hereby certifies that all of the statements and representations made in this proposal are true to the best of the bidder's knowledge and belief, and agrees to be bound by the representations, terms, and conditions contained in the RFP. The bidder accepts the contract included in the RFP, except as specifically noted in writing.

Submitted by: _____
(exact legal name of firm)

Bidder: _____
(if different than above)

Signature of an officer of bidder: _____

Print or type name of officer: _____

Title: _____

Date Signed: _____

Form B – Bid Cover Sheet

1) Project / Facility Name: _____

2) Project Location (city, county): _____

3) Bidder Contact:

Name: _____

Company: _____

Address: _____

Phone / Fax: _____

Email: _____

3) Alternate Bidder Contact:

Name: _____

Address: _____

Phone / Fax: _____

4) Estimated Peak Nameplate Capacity kW DC: _____

5) Estimated Annual Calendar Year Energy Production (MWh) _____

6) Proposed Construction Start Date: _____

7) Proposed Commercial Operation Date: _____

Form C – Technical Description

- 1) Describe the solar technology, including, for example, the number of proposed PV panels, the number of inverters, ancillary equipment, etc.:**

- 2) Provide relevant specifications about the proposed generation, inverter and other significant equipment such as brand, model, fabricator, rating, size, capabilities, etc.**

- 3) Describe the configuration of the proposed generation equipment:**

- 4) Describe the performance history of major components of the technology as listed above in 1). Provide a list of projects and contact information corresponding to past performance history.**

Form D – Construction Milestones

DATE		RESULTS ACHIEVED
	1	Seller shall submit \$5,000 project deposit which is refundable if the project is complete by June 1, 2012.
	2	Seller shall provide Public Service with an executed Interconnection Agreement from the utility serving the customer.
	3	Seller shall provide Public Service with copies of applicable inspection reports for the project.
	4	Seller shall have achieved closing on financing for the Facility or have provided Public Service with proof of financial capability to construct the project
	5	Seller shall provide Public Service with evidence of complying with that insurance coverage required prior to the Date of Commercial Operation.
	6	Seller shall have made the Interconnection of the solar generating facility to the Customer's load, and are capable of being energized.
	7	Start-up testing of the project commences
	8	Commercial Operation has been achieved and the date duly recorded.
	9	All SO-REC and Rebate contracts have been executed. All other requisite documentation is on file.

Form E **Supply Amount & SO-REC Bid Form**

Customer Information	
Customer Name **	
Mailing Address	
Contact Email address	
Third Party Developer Information (if applicable)	
Company Name	
Contact Name	
Mailing Address	
Contact Phone	
Contact Email Address	
Solar Facility Installation Information	
Street Address	
City, State, Zip	
Existing Public Service Customer? (Yes/No)	
If yes, Xcel Energy Account Number	
If yes, Xcel Energy Premise Number	
Projected Date of Commercial Operation	
System nameplate DC output capacity (kW)	

Project Year	SO-REC Production Estimate (MWh)	\$/MWh
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
Fill in requested data for each project year under contract		