

September 6, 2022

VIA ELECTRONIC MAIL

Luly E. Massaro, Commission Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

**RE: Docket No. 22-22-EL – The Narragansett Electric Company
Draft Request for Proposals for Long-Term Contracts for Offshore Wind
Energy Pursuant to the Affordable Clean Energy Security Act
R.I. Gen. Laws Chapter 39-31**

Dear Ms. Massaro:

Enclosed for filing on behalf of Rhode Island Energy¹ is a copy of a draft Request for Proposals (“RFP”) for Offshore Wind Energy pursuant to the recent amendments to the Affordable Clean Energy Security Act (“ACES”), R.I. Gen. Laws Chapter 39-31, signed into law by Governor McKee on June 29, 2022. Section 39-31-10(a) of ACES requires the Company to issue an RFP for at least approximately 600 MW and no more than approximately 1,000 MW of newly-developed offshore wind capacity, in consultation with the Rhode Island Office of Energy Resources (“OER”) and the Rhode Island Division of Public Utilities and Carriers (the “Division”) no later than October 15, 2022. Section 39-31-10(b) of ACES requires the Company to file the draft RFP with the Rhode Island Public Utilities Commission (the “Commission”) 30 days prior to issuance solely for the purpose of soliciting public comment.

The Company has consulted with OER and the Division regarding the development of the enclosed draft RFP and is filing the draft RFP with the Commission in accordance with its statutory obligation under ACES. The Company intends to issue the RFP following the 30-day public comment period and no later than the statutory deadline of October 15, 2022. Following the public comment period, no further action is required by the Commission regarding the RFP.

Thank you for your attention to this matter.

Very truly yours,



Jennifer Brooks Hutchinson

cc: John Bell, Division
Christy Hetherington, Esq., Division
Leo Wold, Esq., Division
Christopher Kearns, Office of Energy Resources
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¹ The Narragansett Electric Company d/b/a Rhode Island Energy (“Rhode Island Energy” or the “Company”).

-- DRAFT 9/6/2022 --

The Narragansett Electric Company
d/b/a Rhode Island Energy

REQUEST FOR PROPOSALS

FOR

LONG-TERM CONTRACTS FOR
OFFSHORE WIND ENERGY

Issuance Date
October [14], 2022

RIPUC Docket No. 22-22-EL



Rhode Island Energy™

a PPL company

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I. Introduction and Overview

1.1 Purpose of the Request for Proposals (“RFP”)

The Narragansett Electric Company d/b/a Rhode Island Energy (“Rhode Island Energy” or “Company”), an electric distribution company serving customers in Rhode Island, seeks proposals for the supply of offshore wind energy as well as Renewable Energy Certificates and all related environmental attributes¹ (collectively, “RECs”) from eligible offshore wind energy projects under one or more long-term power purchase agreements (“PPAs”). This RFP is being issued pursuant to the amendments to the Affordable Clean Energy Security Act, R.I. Gen. Laws ch. 39-31, signed into law by Governor McKee on June 29, 2022 (as so amended, the “ACES”). The ACES, as amended, is included as Appendix B to this RFP.

In this RFP, Rhode Island Energy is soliciting bids to enter into long-term PPAs for energy and RECs from newly developed offshore wind energy. Long-term contract durations should be at least 15 years and may not exceed 20 years. For more details, please refer to Section 2.2.2.4, “Allowable Contract Term.” Any PPAs entered into as a result of this solicitation are subject to review and approval by the Rhode Island Public Utilities Commission (the “Commission” or “PUC”). See R.I. Gen. Laws § 39-31-10(c). More information and details about the ACES obligation and its requirements are described in Section 1.2 below.

This RFP includes a draft contract for offshore wind energy generation (“Draft Contract”), as Appendix C, and the terms of any PPAs will be finalized between Rhode Island Energy and successful bidders based on the proposals submitted and selected in accordance with the process set forth in this RFP. Rhode Island Energy reserves the right to reject any or all changes to the Draft Contract included in a selected proposal.

Rhode Island Energy may invite the Pascoag Utility District (“PUD”) and the Block Island Power Company (“BIPCo”) to purchase a portion of the energy and RECs from any selected project(s) under the ACES.²

¹ Such RECs include, but are not limited to, all associated clean energy attribute certificates issued in the New England Power Pool Generation Information System.

² After any project(s) have been selected by Rhode Island Energy for PPAs, PUD and BIPCo may be allocated a portion of the energy and REC purchases based on their relative load shares, provided that such purchases are specifically authorized by PUD and BIPCo as being in the best interest of their ratepayers, and that such purchases are projected to reduce or have no effect on the cost to Rhode Island Energy’s customers. If both PUD and BIPCo are allocated a portion of the energy and RECs, their combined share of the project’s total output being purchased pursuant to their RFP would be approximately one percent (1%).

This RFP outlines the process that Rhode Island Energy plans to follow, sets forth timetables regarding the solicitation process, provides information and instructions to prospective bidders, and describes the evaluation process that will be followed once proposals are received.

1.2 Statutory and Regulatory Framework of the ACES

The ACES requires an electric distribution company to issue a request for proposals for at least approximately 600 MW and no more than approximately 1,000 MW of newly-developed offshore wind capacity, in consultation with the Rhode Island Office of Energy Resources (the “OER”) and the Rhode Island Division of Public Utilities and Carriers (the “Division”). R.I. Gen. Laws §§ 39-31-10. The amount of energy and RECs procured in this solicitation will depend on Rhode Island Energy’s evaluation of the proposals submitted, and Rhode Island Energy is not required to enter into negotiations with any bidder if it determines that those negotiations are unlikely to lead to a contract that complies with all of the requirements of §§ 39-31-6 and 39-31-10 of the ACES. See R.I. Gen. Laws §39.31-10(c). A determination by Rhode Island Energy not to enter into negotiations for a PPA as a result of this RFP would require the approval of the Commission. See R.I. Gen. Laws §39.31-10(d).

All PPAs approved under the ACES must be commercially reasonable long-term contracts³ between electric distribution companies and developers or sponsors of newly developed offshore wind capacity, and are ultimately subject to PUC approval. R.I. Gen. Laws § 39-31-6(a)(1)(iii). Under the ACES, PPAs must also be consistent with the achievement of the state’s greenhouse gas reduction targets as specified in chapter 6.2 of title 42 (the “2021 Act on Climate”). R.I. Gen. Laws § 39-31-6(a)(1)(vii)(C). The offshore wind energy resource(s) being sought through this RFP must be a “newly developed renewable energy resource.” Although “newly developed offshore wind capacity” is not defined by the ACES, the Long-Term Contracting Standard for Renewable Energy (R.I. Gen. Laws ch. 39-26.1) and the “Rules and Regulations Governing Long-Term Contracting Standards for Renewable Energy” (the “Regulations”) promulgated by the Commission define “newly developed renewable resource” as an electric generation unit that uses exclusively an eligible renewable energy resource to generate electricity, and that has

³ See R.I. Gen. Laws § 39-31-3 (defining “commercially reasonable”). In the Report and Order in PUC Docket No. 4929 issued June 7, 2019, the PUC found that the Revolution Wind Offshore Wind Power Purchase Agreement was commercially reasonable because: (i) the terms and pricing were reasonably consistent with what an experienced power market analyst would expect to see in transactions involving regional-energy resources and regional-energy infrastructure; (ii) the project had a credible commercial operation date; and (iii) the benefits to Rhode Island, including the total energy security, reliability, environmental and economic benefits to the State of Rhode Island and its ratepayers, were likely to exceed the cost of the project.

neither begun operation, nor have the developers of the units implemented investment or lending arrangements necessary to finance the construction of the unit. R.I. Gen. Laws § 39-26.1-2(7); Section 1.3 of the Regulations. Rhode Island Energy intends to apply this standard to determine the eligibility of generating facilities in this RFP. For more details on the eligibility of a facility under this RFP, please refer to Section 2.2.2.2 below.

All approved projects, regardless of their location, must improve energy system reliability and security; enhance economic competitiveness by reducing energy costs to attract new investment and job growth opportunities and protect the quality of life and environment for all residents and business. R.I. Gen. Laws § 39-31-2. In sum, a PPA must meet the following ACES requirements for approval by the PUC:

- (a) the project must be “newly developed offshore wind capacity”;
- (b) the project must be qualified as a “newly developed renewable energy resource”;
- (c) the PPA must be commercially reasonable;
- (d) the requirements for the solicitation must be met;
- (e) the PPA must be consistent with the achievement of the state’s greenhouse gas reduction targets under the 2021 Act on Climate;
- (f) the PPA must be consistent with the purposes of the ACES; and
- (g) regardless of location, the project must improve energy system reliability and security; enhance economic competitiveness by reducing energy costs to attract new investment and job growth opportunities and protect the quality of life and environment for all residents and business. R.I. Gen. Laws § 39-31-2.

Additionally, the project must operate in a designated wind energy area for which an initial federal lease was issued on a competitive basis after January 1, 2012. The project must be located on the Outer Continental Shelf and no turbine may be located within ten (10) statute miles of any inhabited area. (See Section 2.2.2.2 below)

1.3 Procurement Process and Evaluation Approach

The timeline for evaluation and selection following the issuance of this RFP, as well as the schedule for other steps in the process including approval by the PUC, is set forth below in Section 3.1. The evaluation of bids will be conducted by Rhode Island Energy, in consultation with OER and the Division. The procurement process is designed to have three stages of evaluation, as described in Section II of this RFP.

In Stage One, proposals will be evaluated on the basis of whether eligibility and threshold requirements are satisfied. Eligibility requirements are designed to ensure that the proposals under review offer the appropriate products and PPA tenor from Eligible Facilities (as defined in Section 2.2.2.2). Threshold requirements are designed to ensure that proposed projects satisfy statutory criteria under the ACES, meet minimum standards for viability and don't expose the Company and its customers to unreasonable risk. Rhode Island Energy reserves the right to conduct further evaluation of a proposal, at its discretion, before the Stage One evaluation is complete.

In Stage Two, bids that pass the eligibility and threshold review in Stage One will be evaluated based on specified price and non-price evaluation criteria. This portion of the evaluation will be quantitative in nature (*i.e.*, a quantitative scoring system will be utilized) and is described in more detail in Section 2.3 below. Proposals that meet the eligibility and threshold review and that score favorably in the combined price and non-price scoring of Stage Two will advance to the final stage of the evaluation process.

In Stage Three, further evaluation of the remaining bids will be conducted on matters pertaining to project viability and the extent to which the bids, individually and perhaps considered with others as part of a portfolio, achieve a variety of objectives, including cost-effectiveness and other economic benefits to the state of Rhode Island, impacts on customer bills and other specific goals in the ACES. In addition, any other potential benefits or risks not captured elsewhere in the analysis will be taken into account at this stage. Rhode Island Energy will select a proposal or a portfolio of proposals for PPA consideration and negotiation from this pool unless it determines that no proposal is likely to lead to a contract complying with ACES. All three stages of the evaluation process, including the pertinent criteria, are described in Section II of this RFP.

1.4 Communications between Rhode Island Energy and Bidders

With the exception of the bidders' conference (*see* Section 3.1 below), all pre-bid contact with prospective bidders and other interested parties will be via email and the Rhode Island Energy energy procurement website provided in Section 3.5 below. Bidders should submit all questions by email, and Rhode Island Energy will post responses to the website. Copies of proposals must be submitted to Rhode Island Energy in the manner and at the mailing/delivery address set forth in Section 3.5 of this RFP.

Following the submission of a proposal, it is the bidder's responsibility to keep Rhode Island Energy informed on a timely basis of any changes in the status of its proposal and/or project for the next 260 days that its bid must remain open. These communications shall not include revisions to the bidder's proposals. Rhode Island Energy retains the right to seek additional

information from any bidder, including any proposal clarification, and the right to request that a bidder address changes in circumstances, until a final contract is executed.

II. Bid Evaluation and Selection Criteria and Process

2.1 Overview of Bid Evaluation and Selection Process

Proposals received by Rhode Island Energy will be subjected to a consistent and defined review, evaluation, and selection process, as described in the following sections. Based on the results of the evaluation, Rhode Island Energy will select proposals for contract negotiations, and will file any and all executed contracts for review and approval by the PUC. **Each executed contract will be filed with the PUC in its entirety with sensitive information potentially subject to redaction. Note that the contract price will not be protected as sensitive information.**

2.2 Eligibility, Threshold and Other Minimum Requirements — Stage One

2.2.1 Introduction

In order to qualify for detailed evaluation, a proposal must be timely submitted⁴ and satisfy certain minimum requirements, which are: (1) eligibility requirements; (2) a variety of threshold requirements; and (3) other requirements pertaining to participation in this RFP, including bidder certifications and allowable pricing. If a proposal does not satisfy all of these Stage One requirements, it may be disqualified from further review and evaluation.⁵ See Sections 2.2.2 through 2.2.4 below.

2.2.2 Eligibility Requirements

All proposals must meet the following eligibility requirements set forth below. Specifically, proposals will be considered from an “Eligible Bidder” with respect to “Eligible Products” generated from an “Eligible Facility.” The Eligible Products must be offered for the “Allowable Contract Term” in quantities that are equal or greater than the “Minimum Contract Size.” Failure to meet any of these requirements will lead to disqualification of the proposal from further review and evaluation.

⁴ For it to be eligible, Rhode Island Energy must receive a bid by 12:00 p.m. (i.e., noon), Eastern Prevailing Time on the due date for proposals, as set forth in Section 3.1 below.

⁵ Rhode Island Energy reserves the right to conduct further evaluation of a proposal, at its discretion, before the Stage One evaluation is complete.

2.2.2.1 Eligible Bidder

An “Eligible Bidder” is the developer of an Eligible Facility for offshore wind energy or is in possession of the development rights to an Eligible Facility for offshore wind energy, i.e., the developer of the Eligible Facility for offshore wind energy.

2.2.2.2 Eligible Facility

An “Eligible Facility” must be an offshore wind generation facility that qualifies as both an eligible renewable energy resource as defined in R.I. Gen. Laws §39-26-5 and a “newly developed renewable energy resource.” A “newly developed renewable energy resource” is defined in R.I. Gen. Laws § 39-26.1-2(7) as an electrical generation unit that uses exclusively an eligible renewable energy resource, and that has neither begun operation, nor has the developer of the unit implemented investment or lending agreements necessary to finance the construction of the unit. As of the date of contract signing, the generation unit(s) must not have begun operation, and the developers must not have implemented investment or lending arrangements to finance construction. An Eligible Bidder must demonstrate that it has a federal lease issued on a competitive basis after January 1, 2012 for an offshore wind energy generation site that is located on the Outer Continental Shelf and for which no turbine is located within 10 miles of any inhabited area.

2.2.2.3 Eligible Products

An Eligible Bidder must propose to sell energy and all associated Environmental Attributes, including RECs, from an Eligible Facility under a PPA (the “Eligible Products”). The structure of the contract must be both unit-specific and unit-contingent (i.e., if the specific wind turbines identified as comprising seller’s project produce energy and RECs, then seller must deliver that energy and those RECs to buyer) and the delivery point under the contract must be to existing onshore ISO-NE Pool Transmission Facilities (“PTF”) located within ISO-NE. Unless otherwise directed by the Commission, the Company intends to sell all energy immediately into the wholesale spot market and use the RECs to meet the Rhode Island Renewable Energy Standard. Any excess RECs will be sold into the REC market.

It is the bidder’s responsibility to satisfy the delivery requirement. The delivery point must be an existing onshore ISO-NE PTF and located so that Rhode Island Energy is not responsible for wheeling charges to move energy. Rhode Island Energy will not be responsible for any costs associated with delivery other than the payment of the contract price. Similarly, Rhode Island Energy will not be responsible for any scheduling associated with delivery. Rhode Island Energy will not be the Lead Market Participant, as defined by ISO-NE, for any project.

2.2.2.4 Allowable Contract Term

An Eligible Bidder must submit a proposal for the sale of Eligible Products from an Eligible Facility for a term of at least 15 years and no more than 20 years.

2.2.2.5 Minimum/Maximum Contract Size and Allowable Alternative Bids

The Minimum/Maximum Contract Size is the proposed amount of Eligible Products from all or a portion of the net generating capability of an Eligible Facility that is, at a minimum, 100 MW and, at a maximum, approximately 1,000 MW.⁶ Each Eligible Bidder is required to submit at least one proposal that is at least 100 MW and no more than approximately 1,000 MW. Eligible bidders are encouraged to offer multiple project sizes and to indicate the extent to which their bids may be scalable to accommodate adjustment if they are conditionally accepted as part of a portfolio of bids, or for other reasons. A bidder may bid the entire production of Eligible Products from its proposed Eligible Facility, or any fixed percentage of the production for its proposed Eligible Facility, provided that if a bidder only proposes a fixed percentage of the production from its proposed Eligible Facility, the pro rata portion of that production must be equivalent to at least 100 MW and must not exceed approximately 1,000 MW (e.g., if a bidder proposes one-half of the production from its Eligible Facility, then the generating capability of that Eligible Facility must be at least 200 MW and must not exceed 2,000 MW) and would allow for unit-specific and unit-contingent allocation in the contract(s).

Two or more Eligible Bidders, together, may submit a joint conforming proposal consisting of two or more Eligible Facilities, provided such bidders propose a sharing, to some extent, of common delivery and interconnection facilities. Rhode Island Energy would be willing to enter into separate contracts with each Eligible Bidder for the purchase of the energy and RECs produced from its Eligible Facility, provided that any agreements required between the Eligible Bidders (e.g., as to their individual and/or shared obligations and responsibilities associated with the construction and operation of their common facilities) shall not involve Rhode Island Energy, nor affect the obligations and responsibilities each Seller will have under its separate PPA with Rhode Island Energy.

⁶ If a bidder proposes to use wind turbines with a nameplate capacity that would require it to build a project that is greater than 1,000 MW (i.e., 1,000 MW is not evenly divisible by the nameplate capacity of the turbine), the bidder's proposal must not exceed the 1,000 MW maximum capacity by greater than half of a turbine size (i.e., if the project utilizes 14 MW turbines, the maximum capacity may not exceed 1,007 MW).

2.2.3 Threshold Requirements

2.2.3.1 Introduction

Proposals that meet all the Eligibility Requirements will be evaluated to determine compliance with threshold requirements, which have been designed to screen out proposals that are: insufficiently mature from a project development perspective; lack technical viability; impose unacceptable financial or accounting consequences for Rhode Island Energy; are not in compliance with RFP requirements pertaining to credit support; fail to satisfy minimum standards for bidder experience and ability to finance the proposed project; or fail to include elements required by the ACES. The threshold requirements for this RFP are set forth below.

2.2.3.2 Reasonable Project Schedule

Rhode Island Energy is interested in projects that can demonstrate the ability to develop, permit, finance, and construct the proposed Eligible Facility within a reasonably proximate time. To that end, Eligible Bidders must provide a reasonable schedule that provides deadlines for all of the following events, after the contract execution date:

- a. Receipt of all permits necessary to construct and operate the facility;
- b. Closing of construction financing;
- c. Commencement of construction;
- d. Execution of interconnection agreement with ISO-NE and interconnecting utility;
and
- e. Commercial Operation Date.

Bidders must demonstrate that their projects have a credible operation date. The term “credible operation date” means the project is more likely than not to come on line by the date that is projected within the proposal, as evidenced by documents filed by a bidder showing, at a minimum, the following:

- commencement of permitting processes;
- a plan for completing all permitting processes;
- viable resource assessment;
- environmental assessment/ Environmental and Fisheries Mitigation Plan, which shall include site and environmental data transparency requirements, as further described in Section 2.3.3.3 (“EMP”);
- viable financing plans;
- viable installation and electrical interconnect plans;
- material progress toward acquisition of real property rights; and
- evidence of material vendor activity.

Other considerations for establishing a credible operation date include:

- developer experience in completing projects within New England by proposed dates;
- assignment of an ISO-NE interconnection queue position; and
- developer's ability to secure financing necessary to complete the project by the proposed date.

A proposal that does not have a reasonable schedule for the application for, and receipt of, necessary permits and approvals may be determined not to have satisfied this threshold requirement. In addition, a proposal that is determined to have a "fatal flaw" such that it will be unable to obtain permits or property rights necessary to finance and construct the proposed project may be determined not to have satisfied this threshold requirement.

2.2.3.3 Site Control

An Eligible Bidder must demonstrate that it has a federal lease for an offshore wind energy generation site, as described in Section 2.2.2.2, as well as a valid lease, or option to lease, for marine terminal facilities necessary for staging and deployment of major project components to the project site. The bidder must also detail the proposed interconnection site and both the offshore and the onshore route and describe what rights the bidder has to both, and provide a detailed plan and timeline for the acquisition of any additional necessary rights. The bidder may identify alternative offshore and onshore routes to the proposed delivery point, describing the factors relevant to which route will be ultimately selected.⁷ For each route the bidder must: (i) specifically describe the portions of the route for which the bidder has acquired sufficient rights to locate its Offshore Delivery Facilities proposed,⁸ and (ii) provide a reasonable and achievable detailed plan (with a timeline) to acquire sufficient rights to the remainder of the necessary Offshore Delivery Facilities locations. The required information and documentation shall include the following:

- i. Plans, including a map of the Eligible Facility site that clearly delineates the perimeter of the area in which offshore wind turbines will be placed, a map showing the

⁷ Bidders may also propose alternative interconnection points. As described in Section 2.2.4.5, a bid submitted with alternative interconnection points will require a bid fee payment for each proposed alternative interconnection point.

⁸ "Offshore Delivery Facilities" is defined as the transmission or interconnection facilities constructed by an Eligible Bidder to transport energy from an Eligible Facility to an existing onshore PTF. Site control information as described above must be provided for all Offshore Delivery Facilities associated with the bid.

location of the marine terminal facility, the proposed water routes to the project site, a map of the proposed interconnection that includes the path from the Eligible Facility site to the interconnection location, all onshore transmission and interconnection locations and details and, to the extent a bid includes or references Offshore Delivery Facilities, a map that shows those facilities' location(s). To the extent that alternative routes for offshore and onshore interconnection facilities have been considered in developing the bid, maps showing these locations should also be provided. Maps should be of scales required to identify significant marine or terrestrial features, e.g. shellfish management areas, parks, highways, etc.;

ii. A description of all government-issued permits, approvals, and authorizations that have been obtained or need to be obtained for the use and operation of the Eligible Facility site, the proposed onshore interconnection and transmission locations, and associated Offshore Delivery Facilities and the location(s) of such facilities. Provide copies of any permits, approvals, and authorizations obtained, and a detailed plan and timeline to secure the remaining permits, approvals, and authorizations for all offshore and onshore routes;

iii. A copy of each of the leases, agreements, easements, and related documents granting the right to use the Eligible Facility site, the marine terminal for deployment of major project components, and, if available, the transmission and interconnection location (and applicable letters of intent if formal agreements have not been executed);

iv. A copy of each of the related leases, agreements, easements, and related documents that have been obtained for the route of the Offshore Delivery Facilities (and applicable letters of intent if formal agreements have not been executed);

v. A description of the area surrounding any land-based project area, including the marine terminal for deployment of major project components (e.g., foundations, towers, blades, rotors, offshore substations) and all transmission and interconnection facility locations, and a copy of each of the related leases, agreements, easements, and related documents that have been obtained (and applicable letters of intent if formal agreements have not been executed); and

vi. A description of the stakeholder engagement plan, including identification of groups of stakeholders to be included, engagement goals for each such group, engagement activities and community partnerships included in the plan, and demonstrated evidence of past and current productive relationships with project stakeholders.

2.2.3.4 Interconnection and Delivery Requirements

The delivery of Eligible Products from an Eligible Facility must occur throughout the term of the contract. Substitution of non-Eligible Products is not allowed for delivery or firming of delivery. It is the responsibility of the bidder to satisfy the delivery requirement. Rhode Island Energy will not be responsible for any costs associated with delivery other than the payment of the contract price. Similarly, Rhode Island Energy will not be responsible for any scheduling associated with delivery.

The bidder will be responsible for all costs associated with and/or arising from: (a) interconnecting its project to the PTF at both the Network Capability Interconnection Standard (“NCIS”) and the Capacity Capability Interconnection Standard (“CCIS”) level and (b) for ensuring that the generation is delivered, and recognized in ISO-NE’s settlement system as injected in the ISO-NE energy market, at the specified and agreed upon ISO-NE pricing node. The bidder must agree to deliver energy to Rhode Island Energy in the ISO-NE Settlement Market System by registering Rhode Island Energy as one of the asset owners on the ISO-NE Generation Asset Registration Form for the facility, which registration will also reflect the capacity of any additional offshore wind generation facilities that share an ISO-NE meter with the Eligible Facility.

Rhode Island Energy is seeking projects from which the expected generation delivery profile submitted in its bid can be delivered without material constraints or curtailments. Consequently, bidders must demonstrate that their proposed point of delivery into ISO-NE, along with their proposed interconnection and transmission or distribution system upgrades, is sufficient to ensure full delivery consistent with the proposal’s submitted generation profile. Proposals must include in their pricing all interconnection and transmission or distribution system upgrade costs required to ensure such delivery, including upgrades that may need to occur beyond the point of interconnection.

The expected generation delivery profile submitted by the bidder should reflect any remaining projected non-material constraints or curtailments, if any, associated with the proposal (after inclusion of any network upgrades associated with application of the NCIS and CCIS interconnection standard, and any additional network upgrades proposed by the bidder for the project). If a bidder’s proposal and associated generation delivery profile includes and assumes additional network upgrades (which the bidder would be committed to have built, would be instituted through an elective upgrade process with ISO-NE, and for which the bidder would also have complete cost responsibility), then, as is the case with the required NCIS and CCIS interconnection upgrades, the bidder must include all details of such additional network upgrades, including supporting studies and information, necessary to allow a proper evaluation of the proposal.

The amount paid for any energy and/or RECs under the PPA will be reduced to reflect any costs related to network upgrades and/or the interconnection of the project to the transmission system of the interconnecting utility that are collected under the ISO-NE Tariff or ISO-NE rules.

The generation unit shall comply with all ISO-NE and FERC interconnection requirements for generation facilities and interregional ties, as applicable. The RECs must be delivered into Rhode Island Energy's NEPOOL Generation Information System ("GIS") accounts.

To meet this requirement, bidders must submit a plan that clearly demonstrates how generation will be delivered from or by the proposed eligible project to the delivery point that is a PTF Node as outlined in Section 6 of Appendix A to this RFP.

The bidder must detail the status (and conclusions, as available) of interconnection applications and studies, as further described in Section 6 of Appendix A to this RFP.

All projects submitted by bidders must have filed an interconnection request with ISO-NE, seeking Capacity Network Resource service. Projects that have received their I.3.9 approval from ISO-NE must identify that approval and include such documentation in their proposal. Proposals that do not have I.3.9 approval from ISO-NE must include an ISO-NE Feasibility Study or a study performed by a third party in accordance with the NCIS as defined by the ISO-NE Planning Procedure 5-6. All third-party technical reports or system impact studies should approximate the ISO-NE interconnection process, including but not limited to clear documentation of study technical and cost assumptions, reasoning, and justification of such assumptions.

All technical reports or studies must use the current ISO-NE interconnection process and must also detail any assumptions with respect to projects that are ahead of the proposed project in the ISO-NE interconnection queue and any assumptions as to changes to the transmission system that differ from the current ISO-NE Regional System Plan.

Bidders are strongly encouraged to include a scenario analysis in their studies that shows how changes in the project interconnection queue could impact their interconnection costs using the current ISO-NE interconnection rules. Bidders are encouraged to include additional reports, analysis and studies that support their interconnection and deliverability. To assist in identifying potential additional constraints on the project's deliverability, bidders must perform and provide an Informative Deliverability Study according to the criteria defined in Appendix F. This study is in addition to the required NCIS and CCIS studies discussed above. Its purpose is simply to identify system constraints under specified generation dispatch conditions, not to address the constraints with system upgrades or reductions in proposed delivery profile.

To the extent that ISO-NE is considering changes to the current interconnection rules, bidders may also submit studies using the new ISO-NE proposed process. Any such studies must be accompanied with clear documentation of study technical and cost assumptions, reasoning, and justification of such assumptions. Rhode Island Energy may consider such additional studies during the evaluation process if applicable, but will not consider submissions based on interconnection processes or rules that have not been proposed by ISO-NE. Rhode Island Energy will consider updates to the Federal Energy Regulatory Commission's pro forma large generator interconnection procedures as contemplated by the June 16, 2022 Notice of Proposed Rulemaking to the extent that those updates are effective prior to the selection of one or more bids under this RFP.

The burden is on bidders to provide Rhode Island Energy with information, analysis, and studies required by Rhode Island Energy in order to make a determination that the proposal includes all costs associated with completing the upgrades that would be required by ISO-NE's NCIS and CCIS. Bidders must provide adequate information and analyses regarding the upgrades and must explain how the identified upgrades will satisfy their interconnection standard.

Each proposal must include a commitment to interconnect to the ISO-NE PTF at a CCIS and NCIS level. Each proposal must include a commitment to complete the Forward Capacity Auction Qualification ("FCAQ") process set forth in Section III.13.1 of Market Rule 1 of ISO-NE's Transmission Markets and Services Tariff, and to meet all FCAQ requirements in order to establish its ability to interconnect at this level. Each Bidder's proposal must use the ISO-NE FCA Wind Qualification Template spreadsheet to approximate the qualified capacity associated with its proposed project. The final amount of capacity to be requested and submitted by the bidder under the FCAQ will be determined in the ISO-NE FCA Wind Qualification Template spreadsheet, updated by the bidder with the required time series data for each of the most recent Capability Years for which there is supporting data at that time. In addition, bidders are encouraged to provide any additional data, studies, or information on forecast methodologies they believe would facilitate analysis of their bids' Wind Qualification analysis.

Final determination of the network upgrades and other interconnection features required to support a bidder's CCIS interconnection will be determined by the ISO-NE under the FCAQ process. However, each proposal must include a realistic and specific plan to implement any transmission system upgrades or other work anticipated to be needed to achieve CCIS interconnection, as identified under the FCAQ process. To the extent that ISO-NE studies have not yet been conducted to ascertain the network upgrades and other interconnection costs required to achieve such CCIS interconnection at the time of bidding, a bidder may include a preliminary non-binding overlapping impact study conducted by ISO-NE to identify the potential upgrades and associated costs that would be required by ISO-NE's CCIS interconnection

determination, or may identify such costs through relevant studies and analyses performed by them or their consultants that approximate the ISO-NE interconnection process. These studies and their supporting documentation, assumptions and data must match closely ISO-NE study requirements for CCIS interconnection. Rhode Island Energy expects bidders to provide studies that are consistent with ISO-NE's approach and that approximate what the ISO-NE results would be.

Proposals with a Qualification Determination Notification ("QDN") from ISO-NE for their proposed capacity amount and commitment period must include all QDN documentation in their proposal. All projects that do not have a QDN for their proposed capacity amount and commitment period must provide a study performed by ISO-NE or a third party in accordance with ISO-NE Planning Procedure 10 in order to prove ability to interconnect at the CCIS.

While the requirement to interconnect at the CCIS level will require the proposed project to complete the FCAQ process and qualify for participation in a Forward Capacity Auction ("FCA"), bidders are not required by Rhode Island Energy to participate in an FCA of the ISO-NE Forward Capacity Market in pursuit of clearing with a Capacity Supply Obligation. Rhode Island Energy will not purchase capacity from the project if the project clears in the FCA, and any capacity revenues will accrue to the Lead Market Participant for the project. In any case, the bidder must complete any upgrades that are identified in the FCAQ process to interconnect at the NCIS and CCIS levels.

2.2.3.5 Technical and Logistical Viability; Ability to Finance the Proposed Project

The bidder must demonstrate that the technology it proposes to use is technically viable and that the bidder has the ability to finance the proposed project. Technical viability may be demonstrated by showing that the technology is commercially available and has been used successfully. If a bidder plans to use technology that is not commercially proven, it must provide evidence that the technology is reasonably expected to be commercially available prior to the commencement of project construction, and it must provide a credible plan to finance the project in light of the state of development of the technology. All bidders must demonstrate the logistical viability of the project through a construction plan covering the necessary specialized equipment (e.g. vessels), applicable maritime law (e.g. the Jones Act), and local port facilities to complete project deployment. All bidders must provide a reasonable plan for financing the proposed project, including the funding of development costs and the required development period security, the reasonableness of the transmission/network upgrades project scope and cost estimates, and the ability to acquire the required equipment in the time frame proposed.⁹

⁹ In order to ensure that the bidder uses viable technology and maintains that technology throughout the term

2.2.3.6 Experience

The bidder must demonstrate that it has a sufficient amount of relevant experience and expertise to successfully develop, finance, construct, operate and maintain its proposed project. This demonstration can be made by showing that the bidder (or a substantial member of the bidder's development team) has accomplished the following:

- a. Successful development and construction of a similar type of project; OR
- b. Successful development and construction of one or more projects of similar size or complexity or requiring similar skill sets; AND
- c. Experience successfully financing power generation projects and completing complex permitting processes and/or stakeholder engagement processes.

2.2.3.7 Security Requirements

Bidders will be required to post Development Period Security and Operating Period Security. The required level of Development Period Security is \$40,000 multiplied by the Contract Maximum Amount (as defined in the Draft Contract, Appendix C). Fifty percent (50%) of the Development Period Security must be provided upon execution of the PPA. The remaining fifty percent (50%) of the Development Period Security must be provided upon PUC approval of the PPA. Any posted Development Period Security will be promptly returned if the PUC does not approve the PPA. Once a project achieves Commercial Operation, the amount of required security (Operating Period Security) will be the same as the required amount of Development Period Security.

Additional Development Period Security may be provided by a bidder in order to extend "Critical Milestone Dates," in the PPA. Those Critical Milestones include: receipt of all permits for construction of the facility; acquisition of all real property rights required for construction, operation and interconnection of the facility; closing of financing and achievement of the commercial operation date. Any additional Development Period Security provided to effect those extensions will be returned to the bidder upon the achievement of the commercial operation date under the PPA.

The required security must be in the form of a letter of credit, either hard copy or electronic copy, as required in the Draft Contract.

of the PPA, the Draft Contract includes a requirement that a project's Real-Time High Operating Limit (as defined in the ISO-NE Rules) is at least 50 percent of its nameplate capacity, measured on a rolling two-year basis.

2.2.3.8 Additional ACES Requirements

Bidders should be advised that the ACES specifically requires all bidders to provide the following additional information in their bid package:

- a. An environmental and fisheries mitigation plan, including site and environmental data transparency requirements, as detailed in Section 2.3.3.3;
- b. A site layout plan and maps that illustrate the location of all onshore and offshore equipment and facilities (including the estimated spacing and orientation of wind turbines and a discussion of how the plan conforms to federal and state permitting requirements) and clearly delineates the perimeter of the area in which offshore wind turbines will be placed;
- c. An annualized estimate for all economic benefits, including the specific in-state expenditures and employment proposed during the development, construction and operation and maintenance phases of the project;
- d. A detailed diversity, equity and inclusion plan that, at a minimum, provides the bidder's proposed strategy to enable access to employment and vendor opportunities for historically marginalized communities, as detailed in Section 2.3.3.4;
- e. Identification of Rhode Island vendors and other domestic offshore wind supply chain opportunities associated with the project; and
- f. A plan outlining bidder's intentions with respect to the negotiation of a project labor agreement(s) to cover construction activities on the project.

See R.I. Gen. Laws § 39-31-10(a). Per the ACES, the information above must be incorporated in the procurement's evaluation and scoring criteria.

In addition, the ACES requires that each proposal include an explanation of how it advances the objectives of achieving a reliable, clean energy future that is consistent with meeting regional greenhouse gas reduction goals as established by the 2021 Act on Climate.

More information on these requirements is provided in Sections 2.2, 2.3.3.2 and 3.6 below.

2.2.3.9 Commercially Reasonable Standard

Under the ACES, Rhode Island Energy is not obligated to enter into long-term contracts for renewable energy resources on terms which Rhode Island Energy believes to be commercially unreasonable. R.I. Gen. Laws § 39-31-10(d). In the Report and Order in PUC Docket No. 4929 issued June 7, 2019, the PUC found that the Revolution Wind Offshore Wind Power Purchase Agreement was commercially reasonable because: (i) the terms and pricing were reasonably consistent with what an experienced power market analyst would expect to see in transactions involving regional energy resources and regional energy infrastructure; (ii) the project had a

credible commercial operation date; and (iii) the benefits to Rhode Island, including the total energy security, reliability, environmental and economic benefits to the State of Rhode Island and its ratepayers, were likely to exceed the cost of the project. Consistent with that Report and Order, Rhode Island Energy will consider both the pricing schedule and non-price terms and conditions in an initial assessment of whether a proposal is commercially reasonable.

2.2.3.10 Timeliness

The bid submitted must be timely submitted, in accordance with Sections 3.1 and 3.5 below.

2.2.4 Other Minimum Requirements

Other RFP requirements pertain to bid certification, allowable pricing and bid completeness, as described in this section.

2.2.4.1 Proposal Certification

Bidders are required to provide firm pricing for 260 days from the date of bid submission. The bidder must also sign the certification form in Appendix A verifying that the prices, terms and conditions of the proposal are valid for at least 260 days. An officer or duly authorized representative of the bidder is required to sign the Proposal Certification Form.

2.2.4.2 Pricing

2.2.4.2.1 Allowable Forms of Pricing:

All bidders must provide a fixed price with separate pricing for energy (\$/MWh) and RECs (\$/REC) for the term of the contract. Bidders may, but are not required to, submit alternative prices for energy and RECs (in \$/MWh and \$/REC, respectively) that change by a fixed rate for the term of the contract (e.g., a 2% increase or decrease per year); or by different fixed rates for various periods of the contract (e.g., a 3% change per year for the first 5 years, and then a 2% change per year for the next 5 years, etc.) so long as the maximum change per year does not exceed 3%. All pricing for energy and RECs must align with the market values of those products.

2.2.4.2.2 Additional Pricing Conditions:

All proposals must also conform to the following pricing conditions:

- (a) Proposed prices must be firm and may not be subject to increase based upon the availability or receipt of any federal or state tax credit or other government grant or subsidy.

- (b) Bidders must address how they would consider Rhode Island Energy customers in the event of the availability or receipt of any tax credit or other government grant or subsidy not contemplated in their proposals. Bidders must state their assumptions regarding the availability of federal or state tax credits, subsidies, or grants or other incentives, including but not limited to those available under the Inflation Reduction Act of 2022. If a bidder assumes that such credits, subsidies, grants or incentives will not be available for its Eligible Facility, it should state how it would propose to share the benefits of those credits, subsidies, grants or incentives with Rhode Island Energy's customers if they subsequently become available. Bidders may propose adjustments to the contract price based on an increase in any state or federal tax credit or other government grant or subsidy.
- (c) Pricing must incorporate a price adjustment if the generation ceases to conform to R.I. Gen. Laws § 39-26-5, after which Rhode Island Energy will only purchase the electric energy under that PPA and the seller will be permitted to sell the non-conforming RECs to a third party; and
- (d) Pricing must adjust payment to compensate Rhode Island Energy for any energy delivered at negative market clearing prices at the delivery node. In the event that the Locational Marginal Price ("LMP") for the Energy at the Delivery Point is less than \$0.00 per MWh in any hour, the PPA price for Energy purchased during that hour will be reduced by the amount by which that LMP is below \$0.00/MWh.

Examples:

If Delivered Energy equals 1 MWh and Contract Price equals \$50.00/MWh:

Hourly LMP at the Delivery Point equals (or is greater than) \$0.00/MWh:

Buyer payment of Price to Seller = \$50/MWh

Seller credit/reimbursement for negative LMP to Buyer = \$0.00

Net Result: Buyer pays Seller \$50/MWh for that hour

Hourly LMP at the Delivery Point equals -\$150.00/MWh:

Buyer payment of Price to Seller = \$50.00

Seller credit/reimbursement for negative LMP to Buyer = \$150/MWh

Net Result: Seller credits or reimburses Buyer: \$150/MWh - \$50/MWh = \$100/MWh for that hour

The seller is not required to deliver energy to Rhode Island Energy in the event that the LMP is negative, as detailed in the Draft Contract.

These forms of pricing are conforming under this RFP. Rhode Island Energy may consider other forms of pricing as an alternative, as long as the bidder submits a proposal for the project with conforming pricing and the required bid fee for each pricing proposal. Alternative (i.e., non-conforming) pricing may be considered subject to the following conditions:

- Any pricing formula must be symmetrical. In other words, if an index is used, prices must be allowed to increase or decrease in a symmetrical manner relative to a base price; and
- There must be a price cap for each year under the proposed contract.

Rhode Island Energy is under no obligation to accept any proposal, including without limitation any proposal with any form of alternative (i.e., non- conforming) pricing.

Rhode Island Energy may request a clause in the PPA that will provide Rhode Island Energy with an option to require the Seller to negotiate an agreement for Rhode Island Energy to purchase its Percentage Entitlement of the RECs produced by the Facility for additional one-year terms after the expiration of the PPA. The price of the RECs will be the then market price for RECs. If the Seller wants to sell the RECs for a term greater than one year, Rhode Island Energy will have the right to match the price and other terms obtained by the Seller. If this agreement is entered into, it may be subject to PUC approval.

With respect to any pricing proposal, payments will only be made for Eligible Products delivered to Rhode Island Energy's ISO-NE and NEPOOL GIS accounts as agreed in the PPA.

2.2.4.3 Bid Completeness: Bidder Response Forms and Draft Contract

Bidders must use the forms provided in Appendix A and provide complete responses in each section. Appendix A contains the Bidder Response Forms, which outline the information required from each bidder. If any of the information requested is inconsistent with the type of technology or product proposed, the Bidder should include "N/A" and describe the basis for this designation. If a bidder does not have the information requested in the bid forms and cannot obtain access to that information prior to the bid submittal due date, the bidder should provide an appropriate explanation.

Appendix C to this RFP is the form of the Draft Contract being used in this solicitation. A bidder must include a marked version showing any proposed changes to the Draft Contract with its proposal. Any changes to Appendix C noted in the bid but not marked in the Draft Contract

will not be considered by Rhode Island Energy. All changes in the marked version of Appendix C must state the specific contract language requested in the contract and may not refer back to the bid or provide a general statement describing the change. Rhode Island Energy will presume that bidders are willing to execute the marked-up contracts included in their proposals; however selection of a bidder does not constitute acceptance of any proposed edits in the marked-up Draft Contract. If a Bidder fails to include a marked version of the Draft Contract, Rhode Island Energy will presume that bidder is willing to execute the Draft Contract in the form attached. Any exceptions taken in the Draft Contract to threshold and/or eligibility requirements may result in a proposal being rejected. Bidders should submit any proposed changes to the Commitment Agreement or affirm its willingness to accept the draft agreement as is. Bidders are discouraged from proposing material changes to the Draft Contract and the Commitment Agreement.

2.2.4.4 Commitment Agreement

All successful bidders will be required to execute a Commitment Agreement, included as Appendix E of this RFP, at the time of contract execution. This agreement includes a commitment that, in the event future third-party offshore wind developers request interconnection service on the bidder's Interconnection Customer Interconnection Facilities ("ICIF"), the bidder will negotiate in good faith and use commercially reasonable best efforts to enter into a voluntary agreement with such third-party offshore wind developers regarding interconnection to and expansion of such ICIF to accommodate the third-party offshore wind developer's request. In addition, the Commitment Agreement includes a commitment that, in the event regionalized offshore transmission facilities become available to the bidder prior to the Commercial Operation Date for its Facility, the bidder will use commercially reasonable efforts to negotiate a transmission service agreement with the owner of those transmission facilities. Such a voluntary agreement must incorporate study, interconnection, delivery service and other provisions at least as favorable to said third-party offshore wind developers as the provisions of ISO-NE OATT Schedules 22 and 23 applicable to requests of service thereafter.¹⁰

¹⁰ As utilized in this RFP, "Voluntary Agreement" means a voluntary agreement as contemplated in FERC Order No. 807, 150 FERC ¶ 61,211 (2015), at PP 117-18 providing interconnection and/or delivery service to a Third Party Offshore Wind Developer without the need for a FERC order under Sections 210, 211, and 212 of the Federal Power Act ("FPA"). For the avoidance of uncertainty, note that the RFP does not require a bidder to waive any other rights under Order No. 807, including with respect to excess or unused capacity on its ICIF as initially constructed, such as those reserved by FERC regulations at 18 CFR §§ 35.28(d)(2)(ii)(A)-(B). Rather, the RFP requires only that a bidder pursue a voluntary agreement as discussed in FERC Order No. 807 at PP 117-118 if a third party requests studies and potential expansion of the bidder's ICIF to accommodate third party interconnection without the need for said third party to pursue its rights in the first instance via FPA Sections 210, 211, and 212. Such commitment to enter into a Voluntary Agreement (see the Commitment Agreement included as Appendix E hereto)) ultimately

2.2.4.5 Non-Refundable Bid Fees

Each proposal must be accompanied by a non-refundable bid fee, which will be used to offset the costs of evaluation of the proposals and to cover all reasonable invoiced costs of consultants and counsel that may be hired by the OER, the Division, the Rhode Island Commerce Corporation, and/or the Rhode Island Department of Environmental Management (“DEM”). The minimum bid fee is \$500,000. This bid fee includes one pricing offer. If there are changes to any physical aspect of a project, including but not limited to project size, production/delivery profile, in-service date, or delivery location, an additional \$100,000 bid fee will be required. Each additional pricing offer for the same project, including those with contingent bids, will cost an additional fixed fee of \$25,000.

Bid fees must be sent to Rhode Island Energy. Instructions will be sent upon request to bidders who contact the Official Contact listed in Section 3.5. Bid fees must be received by Rhode Island Energy no later than the final date for the submission of proposals. Proposals that are submitted without a bid fee will not be considered or reviewed. Before submitting proposals and bid fees, bidders are strongly encouraged to verify that the proposal and documentation meets all requirements of this RFP. Submission of a bid fee does not obligate Rhode Island Energy to select a project.

2.3 Stage Two – Price and Non-Price Analysis

As the first step of Stage Two, bids that pass the eligibility and threshold review in Stage One will be evaluated on price and non-price criteria. The results of the price and non-price analysis will be a relative ranking and scoring of proposals. Stage Two scoring will be based on a 100-point scale. Rhode Island Energy plans to weigh price-related factors at seventy-five percent (75%) and non-price factors at twenty-five percent (25%) for purposes of conducting the evaluation. The Company will submit the specific scoring and weighting of each factor included within the price and non-price analysis to the PUC, under seal, prior to the bid submission deadline stated in Section 3.1 below. The increase for non-price factors from twenty percent (20%) in the 2018 Rhode Island RFP to twenty-five percent (25%) in this RFP reflects an increased emphasis on economic benefits to Rhode Island, in particular.

2.3.1 Evaluation Using Price-Related Evaluation Criteria

Bids will be evaluated on their direct and indirect economic and environmental costs and benefits as detailed in the following sections. The metric used will be net \$/MWH cost or benefit.

executed between the winning bidder and the Distribution Companies, as well as any future Voluntary Agreements shall be filed with FERC for acceptance pursuant to FPA Section 205.

2.3.1.1 Direct Contract Costs & Benefits

Bids will be evaluated on direct contract price costs and benefits. Direct contract price costs and benefits for evaluation may include, but are not limited to:

- i. A mark-to-market comparison of the total contract cost of the energy bid to projected market prices at the delivery point with the project in-service; and
- ii. A comparison of the total contract cost of RECs bid to the avoided cost, with the project not in-service, if the RECs are to be used for RES compliance by Rhode Island Energy, and their projected market prices with the project in-service if the RECs are projected to be sold.

2.3.1.2 Indirect Costs & Benefits

The price evaluation will include an evaluation of additional economic and environmental costs and benefits, which may include, but may not be limited to:

- i. The impacts of changes in LMP paid by ratepayers in the state of Rhode Island;
- ii. The impact on RES compliance costs paid by ratepayers in the state of Rhode Island;
- iii. Consistency with the achievement of the state's greenhouse gas reduction targets as specified in the 2021 Act on Climate;
- iv. Indirect impacts, if any and to the extent Rhode Island Energy determines such impacts are reliably quantifiable, for retail ratepayers on the capacity or ancillary services market prices with the proposed project in service; and
- v. The impact on contributing to reducing winter electricity price spikes.

2.3.1.3 Price Evaluation Metrics

The reference case system topology will be based on the most recent ISO-NE Capacity, Energy, Load and Transmission ("CELT") report. The evaluation process will include an evaluation of benefits using the output from an electric market simulation model or models.

Rhode Island Energy plans to use real levelized net \$/MWh as the metric for the price evaluation. The discount rate to be used in the evaluation will be equal to the Company's weighted average cost of capital at the time of the evaluation.

The production/delivery profile provided by the bidder will be evaluated for reasonableness. Rhode Island Energy reserves the right to adjust any bidder production/delivery profile in order to produce a reasonable and appropriate evaluation. The bidder is responsible for providing support for the underlying assumptions. Each bidder will be responsible for all costs associated with interconnecting its project to the transmission grid or, if applicable, local distribution facilities.

Proposals will be ranked from highest to lowest present value of net benefit (or lowest to highest present value of net cost) on a dollars per MWh basis based on the result derived through the application of the methodology described above.

2.3.2 Other Direct Economic Benefits to the State of Rhode Island

Per the ACES, all approved projects must provide specific and measurable economic benefits to the State of Rhode Island.¹¹ The Company will evaluate a project's estimated effect on LMPs and REC market prices in the price analysis of Stage Two, as described above. All other economic benefits will be evaluated in the non-price analysis of Stage Two and must be specific and measurable and supported by documentation from an independent party in order to assess the credibility of the proposed commitments. Bidders must provide annualized estimates for all economic benefits and identify the specific in-state expenditures and employment proposed during the development, construction and operation and maintenance phases of the project. See R.I. Gen. Laws § 39-31-10(a). Rhode Island Energy will conduct an analysis of the value of the respective economic benefits to the State of Rhode Island in relation to the cost and may ask the State of Rhode Island, including but not limited to, the Rhode Island Commerce Corporation, to review any proposed economic benefits to assist in this analysis.

Successful bidders will be required to negotiate and execute a contractual commitment with the applicable government entity or entities of the State of Rhode Island (i.e., likely in the form of a Memorandum of Understanding) for any specific commitments to economic benefits (e.g. specific grants or specific commitments to industries) that are included in the proposal but not reflected in agreements at the time of bidding to ensure that the economic benefits are actually obtained and tracked. The contractual commitment will be required before a final PPA is executed.

¹¹ The Commission will consider whether the project is in the public interest by determining if the proposed project, among other factors, will enhance the economic fabric of the state. R.I. Gen. Laws § 39-31-7.

2.3.3 Non-Price Evaluation

The non-price evaluation will consist of: (1) siting and permitting; (2) greenhouse gas emissions¹² and statewide environmental impacts; (3) project development status and operational viability; (4) energy security and reliability impacts; (5) interconnection; (6) financing; (7) contract risk; (8) statewide economic impacts resulting from the proposed contract; and (9) proposals for labor agreements to cover the construction of the project. Within each category are a number of related criteria that will be considered in the evaluation. This section of the RFP will identify and describe in more detail the individual criteria within each primary category. The relative importance of each of the criteria in terms of the scoring of the bids will be developed prior to receipt of bids and will be utilized during the bid evaluation process.

2.3.3.1 Purpose of Non-Price Evaluation Criteria

The non-price evaluation criteria other than contract exceptions and other economic benefits to the State of Rhode Island are designed to assess the likelihood of a project coming to fruition based on various factors critical to successful project development and the project's compliance with the ACES. The objectives of the criteria are to provide an indication of the feasibility and viability of each project and the likelihood of meeting the proposed commercial operation date. Proposals are preferred that can demonstrate, based on the current status of project development and past experience, that the project will likely be successfully developed and operated as proposed and in compliance with ACES.

2.3.3.2 Factors to be Assessed in Non-Price Evaluation

Within each of the non-price evaluation factors, a variety of project and proposal-related factors will be assessed. They are summarized as follows:

- **Siting and permitting**
 - Credibility of plan to obtain required permit approvals
 - Credibility of project schedule and construction plan, and ability to achieve proposed commercial operation date(s)
 - Identification of required federal, regional, state and local permits and approvals and progress in the associated application and approval processes
 - Status and completeness of project stakeholder engagement plan

¹² The Commission will evaluate whether the contract is consistent with achievement of the state's greenhouse gas reduction targets as specified in the 2021 Act on Climate.

- **Environmental Impacts and Environmental and Fisheries Mitigation Plan**
 - Comprehensiveness and credibility of the EMP addressing how a project plans to avoid, minimize or mitigate, to the maximum extent practicable, environmental impacts, including impacts on commercial and recreational fishery resources (as detailed in Section 2.3.3.3 below)
 - Consistency with achievement of the state’s greenhouse gas reduction targets as specified the 2021 Act on Climate
- **Project development status and operational viability**
 - Completeness and credibility of detailed critical path schedule; ability to meet scheduled construction start date and commercial operation date
 - Progress in interconnection process
- **Energy Security and Reliability Impacts**
 - Potential to mitigate energy price volatility for Rhode Island Energy customers
- **Interconnection and Deliverability**
 - Status of interconnection and system impact studies
 - Likelihood that interconnection process will be completed in accordance with schedule for project development
- **Financing**
 - Credibility of financing plan
- **Contract Risk**
 - Extent to which the bidder accepts provisions of the Draft Contract that applies to its project or shifts risk to buyer and customers
- **Economic Benefits to Rhode Island**
 - Proposed economic benefits from the development, construction and operation of the project will be evaluated on scale, credibility and demonstrated ability and commitment to create and foster employment and economic development in the State of Rhode Island, where feasible, which may include but is not limited to:
 - Specific and measurable employment benefits associated with the proposed project, including descriptions of the type, duration, and salary bands of the employment created
 - Bidders must also submit a diversity, equity and inclusion plan that, at a minimum, provides their proposed strategy to enable access to employment and opportunities for historically marginalized communities (as detailed in Section 2.3.3.4 below)

- Bidders must also submit a plan outlining their intentions with respect to the negotiation of project labor agreements to cover construction activities
- Specific commitments to economic activity (project expenditures), including but not limited to:
 - Investment in offshore wind-related environmental research, monitoring and mitigation sponsored by the DEM and/or the Rhode Island Coastal Resource Management Council.
 - Investment in supply chain and infrastructure improvements to support the offshore wind industry.
 - Investment in workforce development and environmental research facilities to support the offshore wind industry.
 - Commitment to utilize port facilities and office space.
 - Commitment to use Rhode Island vendors and other domestic offshore wind supply chain opportunities associated with the project.
 - Specific development activities and investments that directly benefit economically distressed areas and/or low-income populations.

In completing the Bidder Response Form in Appendix A, Bidders should include reference to direct employment (in full-time equivalent (FTE) positions), wage-related expenditures, project-related expenditures and investments (each in nominal dollars) per year attributable to Rhode Island and to the region in the required summary of annualized economic benefits.

Rhode Island Energy may provide information provided by the bidder such as economic benefits to the State of Rhode Island, environmental assessment, and/or other information for review by the appropriate Rhode Island state agency (for example, Rhode Island Commerce Corporation, the OER, the Division and/or the DEM).

2.3.3.3 Specific Environmental and Fisheries Mitigation Plan Measures

As part of the Stage Two evaluation, bidders must provide an Environmental and Fisheries Mitigation Plan. The Environmental and Fisheries Mitigation Plan should detail, to the extent practical, specific measures the Bidder will take to avoid, minimize, and/or mitigate potential environmental and fisheries impacts of the proposed Facility in the categories identified below. Where specific measures are not known for a specific category of impact at the time of proposing, the Environmental and Fisheries Mitigation Plan must describe how the Bidder will work collaboratively with the state and Federal agencies and other stakeholders to define avoidance, minimization, and mitigation measures. The Environmental and Fisheries Mitigation Plan should provide a roadmap for the environmental and fisheries work to come and provide a degree of certainty that the Bidder is committed to working collaboratively with stakeholders to develop a cost-effective and environmentally responsible Project.

A. Site and Environmental Data Transparency. Agreement to make publicly available any information or raw data and supporting metadata that is developed in furtherance of a Facility and relates to environmental characteristics, or use by wildlife, of any offshore, nearshore or onshore areas, as well as any raw data sponsored or developed by a successful bidder relating to the potential impacts of the construction, operation, or decommissioning of its Facility on the environment and wildlife of such areas.

B. Fisheries Compensation. Agreement to follow the guidance developed by the Bureau of Ocean Energy Management for the mitigation of impacts from offshore wind energy projects on commercial and recreational fishing communities as further described in its November 22, 2021 Request for Information on Reducing or Avoiding Impacts of Offshore Wind Energy on Fisheries.¹³

C. Noise Mitigation. Agreement that the Project shall not commence activities that generate significant noise, including geophysical survey work and impact pile driving, during poor visibility conditions such as darkness, fog and heavy rain, unless an alternative mitigation monitoring plan does not rely on visual observation has been determined to be effective, to the extent compatible with practicality and worker safety.

D. Monitoring Acoustic Attenuation. If using pile driving or other methods of installation that result in high underwater noise levels, agreement to monitor underwater acoustics during foundation installation in order to: (1) measure changes in sound pressure levels; (2) record sound levels in the water column and vibrations in the sediment; (3) detect particle motion; and (4) assess the effectiveness of a noise mitigation system to reduce underwater noise generated during pile installation. A successful bidder must agree to provide the Company, six (6) months prior to submission of a Construction and Operation Plan, an “Underwater Acoustic Monitoring Plan” detailing how data will be collected to and made available as soon after collection as is practicable for use by third-parties. The “Underwater Acoustic Monitoring Plan” must include commitments to allow raw and metadata to be publically available no more than six (6) months after installation completion.

E. Commercial Fishing Gear Loss. Agreement to report the number and value of claims submitted, number and value of claims paid, and a general description of each incident and resolution in its quarterly Progress Reports.

F. Regional Collaboration. Agreement, if requested by the DEM, to participate in any multi-state or regional coordination and/or collaboration efforts.

¹³ See <https://www.boem.gov/renewable-energy/request-information-reducing-or-avoiding-impacts-offshore-wind-energy-fisheries>.

Successful bidders will be required to negotiate and execute a contractual commitment (i.e., Memorandum of Understanding) with the DEM before a final PPA is executed resulting from this solicitation. This Memorandum of Understanding shall include, at a minimum, the Bidders' commitment to use avoidance and minimization measures, Best Management Practices and current industry standards as well as site and environmental data transparency requirements and may include other commitments made by the bidder.

2.3.3.4 Specific Diversity, Equity and Inclusion Plan Measures

As part of the Stage Two evaluation, bidders must provide a Diversity, Equity and Inclusion Plan. The Diversity, Equity and Inclusion Plan should describe the proposed strategy to actively promote access to employment and contracting opportunities for, and to actively recruit, diverse workers, vendors, contractors, and investors, and include how the direct, specific and measurable employment and contracting benefits created by the proposed project provides employment and procurement/contracting opportunities for minorities, women, veterans, LGBT and persons with disabilities. A Diversity, Equity and Inclusion Plan must contain, at a minimum, the following elements:

- *Workforce Diversity Plan.* Including descriptions of each type, duration and salary bands of the employment created and identify the recruitment efforts aimed at hiring diverse candidates for these employment opportunities.
- *Supplier Diversity Program.* Including descriptions of the subcontracting, vendor, investor and ancillary (operational) business opportunities that will be provided by diverse businesses.

2.4 Stage Three –Portfolio Analysis

Stage Three involves a further review¹⁴ of the bids in order to select the proposal or portfolio that provides the greatest value consistent with the stated objectives and requirements as set forth in this RFP. However, Rhode Island Energy is under no obligation to proceed beyond Stage Two if bids do not meet the eligibility or threshold requirements. In Stage Three, Rhode Island Energy will consider and weight at its discretion the following factors:

- Ranking in Stage Two;

¹⁴ In connection with this review, and in evaluation of the pricing, a bidder may be asked to provide pro forma income and cash flow statements for the term of the proposed PPA (including revenue and cost data by major categories, debt service, depreciation expense and other relevant information).

- Commercial reasonableness of the bid(s);
- Risk associated with project viability of the bid(s);
- Contingent bids;
- Customer bill impacts;
- The extent to which the project would satisfy the goals of the ACES;
- The extent to which the bid would create additional economic and environmental benefits within Rhode Island; and
- Portfolio effect: the overall impact of any combinations of proposals.

Stage Three uses Stage Two as a guide and provides for a reasonable degree of considered judgment based on criteria specified in this RFP, which will provide greater assurance that the RFP will lead to successful results.

The objective of Stage Three is to select the proposal or portfolio of proposal(s) that provide the greatest value consistent with the stated objectives and requirements as set forth in the RFP. Generally, Rhode Island Energy prefers viable projects that provide low cost offshore wind energy with limited risk. However, it is recognized that any particular project may not be ranked highly with respect to all of these considerations and the extent to which the stated RFP objectives will be satisfied will depend, in large part, on the particulars of the proposals that are submitted. Rhode Island Energy may perform sensitivity analyses as part of the Stage Three Evaluation. Based on the results of Stage Three, one or more projects will be conditionally selected for contract negotiations, if appropriate.

2.5 Contract Negotiation Process

Any bidders conditionally selected for negotiations by Rhode Island Energy will be required to indicate in writing whether they intend to proceed with their proposals within five business days of being notified. Bidders must be able to begin negotiations immediately upon that notification, including the resolution of any conflicts that their selected counsel may have with Rhode Island Energy. If negotiations are not successful within a reasonable period of time, Rhode Island Energy may terminate a project's conditional selection.

As part of the contract negotiation process, the bidder must commit to enter into a labor peace agreement with at least one bona fide labor organization either where such bona fide labor organization is actively representing employees providing necessary construction, operations and maintenance services for the project at the time of such agreement or upon notice from a bona fide labor organization that is attempting to represent employees who will provide

necessary operations and maintenance services for the renewable energy system employed in the state. The maintenance of such labor peace agreement will be an ongoing material condition of any continuation of payments under the PPA. See R.I. Gen. Laws § 39-31-10(e). Bidders must also commit to pay each construction, operations and maintenance employee wages and benefits that are not less than the prevailing wage and fringe benefit rates at the journeyman level that are prescribed by the Rhode Island Department of Labor and Training, and not less than the prevailing wage rates for employees for which there is no classification prescribed by the Rhode Island Department of Labor and Training. See R.I. Gen. Laws § 39-31-10(f).

2.6 Regulatory Approval

If Rhode Island Energy executes any PPA as a result of this RFP process, such PPA(s) will be filed with the PUC for review and approval no later than March 15, 2024.¹⁵ After Rhode Island Energy files the PPA(s), the PUC will accept comments on the PPA(s) for at least 30 days after the filing.¹⁶ During that comment period, DEM will provide an advisory opinion on the expected greenhouse gas emissions and statewide environmental impacts resulting from the PPA, including a determination as to whether the proposed project(s) advance the goals of the 2021 Act on Climate; the Rhode Island Commerce Corporation will provide an advisory opinion on the expected statewide economic impacts resulting from the proposed PPA(s); and OER will provide an advisory opinion on the expected energy security, reliability, environmental and economic impacts from the proposed PPA(s).¹⁷ The PUC will hold public hearings and issue a written order approving or rejecting the PPA within approximately 120 days of the filing.¹⁸

The PUC will approve the PPA(s) if it determines that:

- (1) the PPA(s) is/are commercially reasonable,
- (2) the requirements for the solicitation have been met;
- (3) the PPA(s) is/are consistent with the state's greenhouse gas reduction targets as specified in the 2021 Act on Climate; and
- (4) the PPA is/are consistent with the purposes of the ACES.¹⁹

¹⁵ See R.I. Gen. Laws § 39-31-10(c).

¹⁶ See R.I. Gen. Laws § 39-31-6(a)(1)(vi).

¹⁷ See R.I. Gen. Laws § 39-31-6(a)(1)(vi)(A)(I) through (III).

¹⁸ See R.I. Gen. Laws § 39-31-6(b). If the PUC rejects a contract, it may advise the parties of the reason for the contract being rejected and direct the parties to attempt to address the reasons for rejection in a revised contract within a specified period not to exceed 90 days. R.I. Gen. Laws § 39-31-6(b).

¹⁹ R.I. Gen. Laws §§ 39-31-6(a)(vi), 39-31-10(c).

In addition to the criteria for approval outlined above, for any PPA that results from this solicitation, the Company currently intends to seek Regulatory Approval that also includes:

- (1) authority to recover annual remuneration equal to 1.00% of the actual annual payments made under the PPAs for those projects that are commercially operating, where the pricing is over and above the base rate revenue requirement established in the cost of service for distribution ratemaking pursuant to R.I. Gen. Laws § 39-31-11²⁰; and
- (2) authority to recover reasonable net costs incurred to solicit, evaluate and seek approval of the PPAs and reasonable net costs incurred under the PPA once approved by the Commission, pursuant to R.I. Gen. Laws § 39-31-7(a)(5).

Rhode Island Energy is not obligated to execute any PPA on terms which it reasonably believes to be commercially unreasonable; provided that if there is a dispute about whether these terms are commercially unreasonable, the PUC will review the provisions at issue. See R.I. Gen. Laws § 39-31-10(c). Each long-term contract shall contain a condition that it shall not be effective without PUC review and approval. R.I. Gen. Laws § 39-31-6(a)(1)(iii).

R.I. Gen. Laws § 39-31-11 provides that Rhode Island Energy shall be entitled to financial remuneration and incentives for long-term contracts for newly developed renewable energy resources, which are over and above the base rate revenue requirement established in its cost of service for distribution ratemaking. Such remuneration and incentives shall compensate Rhode Island Energy for accepting the financial obligation of the long-term contracts. The financial remuneration and incentives described in this section shall apply only to long-term contracts for newly developed renewable energy resources and with PUC approval. The financial remuneration and incentives shall be in the form of annual compensation, equal to up to one percent (1.00%) of the actual annual payments made under the contracts for those projects that are commercially operating by December 31, 2026.

R.I. Gen. Laws § 39-31-7(a)(5) authorizes the PUC to approve the recovery by the Company of the reasonable net costs incurred to solicit, evaluate and seek approval of the PPAs and reasonable net costs of payments made to projects under the long-term contracts against the proceeds obtained from the sale of energy, capacity, RECs or other attributes. The difference shall be credited or charged to all distribution customers through a uniform fully reconciling annual factor in distribution rates, subject to review and approval of the PUC. The reconciliation shall be designed so that customers are credited with any net savings resulting from the long-term contracts and the electric distribution company recovers all costs incurred under such contracts, as well as recovery of the financial remuneration and incentives specified in § 39-31-11.

²⁰ Neither the OER nor the Division has indicated support for Rhode Island Energy's current intention to seek the remuneration described in this RFP.

Rhode Island Energy will consider PUC approval as acceptable final Regulatory Approval only if: (1) the PUC approves annual remuneration equal to 1.00 percent of the actual annual payments made under the contracts; (2) the PUC approves recovery by the Company of the net costs incurred to solicit, evaluate and seek approval of the PPAs and net costs of payments made to projects under the long-term contracts against the proceeds obtained from the sale of energy, capacity, RECs or other attributes; and (3) the approval is final and non-appealable. Moreover, if Regulatory Approval is obtained sufficient to result in implementation of the PPA, but the PUC determines post-approval that the Company may not recover either the net costs of the PPA or remuneration, or both, going forward, the Company's obligations to purchase energy and associated RECs pursuant to the PPA will cease. Moreover, the PPA will be automatically terminated without any required action by the Company once such determination is final and non-appealable.

III. Instructions to Bidders

3.1 Schedule for the Bidding Process

The proposed schedule for the bidding process is set forth in Chart 1. Rhode Island Energy reserves the right to revise the schedule as necessary. Any changes to the schedule will be posted on the website for this RFP.

Event	Anticipated Dates
Issue RFP	October 14, 2022
Bidders Conference	November 2, 2022
Deadline for Submission of Questions	November 30, 2022
Due Date for Submission of Proposals	March 13, 2023 by 12:00 p.m. (noon) EPT
Review of Bids with Rhode Island OER and Division	March 20, 2023
Conditional selection of Bidder(s) for negotiation	September 11, 2023
Negotiate and Execute Contracts	January 15, 2024
Submit Contracts for PUC Approval	March 15, 2024

3.2 Bidders' Conference; Bidder Questions

A Bidders' Conference will be held for interested persons approximately three (3) weeks from the date of this RFP, and notice will be posted on the RFP website. (See Section 3.6 below) The purpose of the Bidders' Conference is to provide the opportunity to clarify any aspects of the

RFP. Prospective bidders may submit questions about the RFP prior to the Bidders' Conference. Rhode Island Energy will attempt to answer questions submitted prior to and during the Bidders' Conference. Although Rhode Island Energy may respond orally to questions posed at the Bidders' Conference, only written answers that are provided in response to written questions will be official responses.

Rhode Island Energy will also accept written questions pertaining to the RFP following the Bidders' Conference up to the date provided in Chart 1. Both the questions and the written responses will be posted on the Rhode Island Energy website (without identifying the person that asked the question).

It is the bidder's responsibility to check the website for news and updates.

3.3 Preparation of Proposals

Each bidder shall have sole responsibility for carefully reviewing the RFP and all attachments and for thoroughly investigating and informing itself with respect to all matters pertinent to this RFP and its proposal, including pertinent ISO-NE tariffs and documents. Bidders should rely only on information provided in the RFP and any associated written updates when preparing their proposal. Each bidder shall be solely responsible for and shall bear all of its costs incurred in the preparation of its proposal and/or its participation in this RFP.

3.4 Submission of Proposals; Confidentiality

Bidders must submit proposals via electronic submission according to the instructions provided in Section 3.5 below. If information contained in the proposal is confidential, bidders must submit both a public version and a confidential version, with each proposal clearly identified. **For it to be eligible, bids must be uploaded with a timestamp of before 12:00 p.m. (i.e., noon), Eastern Prevailing Time on the due date for proposals set forth in Section 3.1, above.** Fax or email submissions will not be accepted. Rhode Island Energy will reject any proposal that is uploaded and has a timestamp after the deadline. Each proposal must contain the full name and business address of the bidder, and the bidder's contact person, and the bid must be signed by an authorized officer or duly authorized representative of the bidder. Copies of the original signature page must be included with the proposal. The public version of the bid should include the words "Public Version" to alert the recipients that the version may be publicly posted. The public proposals must be complete in all respects other than the redaction of confidential information.

With regard to completeness, "complete" proposals must include a properly completed Certification, Project and Pricing Data ("CPPD") Form, although at the bidder's option the

CPPD form submitted as part of the public version may be a PDF instead of a working Excel file so long as the bidder submits the un-redacted CPPD form as a working Excel file with the confidential version of the proposal. If there is conflicting information between the information in the CPPD form and information in other forms, then the information in the CPPD form will be used in the evaluation of the bid. Information elsewhere in the bid cannot be used by the bidder to modify or qualify any information in the CPPD form.

In addition, a bidder may redact the public version of the proposal to remove information that qualifies for confidential treatment pursuant to Rhode Island's requirements. Rhode Island Energy will not redact the public versions of proposals for the bidder. The proposal identified as the "Public Version" will be posted at RICleanEnergyRFP.com and made AVAILABLE TO THE PUBLIC. It is solely bidder's responsibility to redact any portion of its bid that it wishes to remain confidential in the public version of their proposal. For example, if the bidder considers the CPPD form to be confidential, it must redact the form from the public version of the proposal but include the CPPD form in the confidential version as a working Excel file, with all required information included. The confidential version of the proposal will be treated as confidential and sensitive information by the recipients, subject to the treatment of confidential information. Bidders should take care to designate as confidential only those portions of their proposals that genuinely warrant confidential treatment. The practice of marking each and every page of a proposal as "confidential" is discouraged.

Rhode Island Energy agrees to use commercially reasonable efforts to treat the non-public information it receives from bidders in a confidential manner. To the extent that the bid or its attachments contain confidential information, then the bidder must execute with the DEM, the Commerce Corporation, the Division and the OER, a non-disclosure agreement to exchange such confidential information and enable adequate review. Rhode Island Energy will not, except as required by law or in a regulatory proceeding, disclose such information to any third party other than the DEM, the Commerce Corporation, OER, and the Division and their respective agents and/or consultants (i.e., these state agencies will be independently reviewing the evaluation process), or use such information for any purpose other than in connection with this RFP, and it may use a non-disclosure agreement with these agencies and individuals; provided that, in any future regulatory, administrative or jurisdictional proceeding in which confidential information is sought, Rhode Island Energy shall take reasonable steps to limit disclosure and use of said confidential information through the use of non-disclosure agreements or orders seeking protective treatment, and shall inform bidders that their confidential information has been sought in such proceeding.

Notwithstanding the foregoing, in any regulatory proceeding in which such confidential information is sought and a request for confidential treatment is made to the PUC, Rhode Island Energy shall not be responsible in the event that its request for treating information in a

confidential manner is not approved, and the information is shared with other parties or made public. Also, the bidder shall be responsible for filing, submitting, and/or providing to Rhode Island Energy for such filing or submission, any motions or other pleadings (including associated affidavits, etc.) for protective orders or other relief to justify withholding the confidential information. Similarly, the bidders shall be required to use commercially reasonable efforts to treat all information received from Rhode Island Energy in a confidential manner and will not, except as required by law or in a regulatory proceeding, disclose such information to any third party; provided, however that if such confidential information is sought in any regulatory or judicial proceeding, the bidders shall take reasonable steps to limit disclosure and use of said confidential information through the use of non-disclosure agreements or requests for orders seeking protective treatment, and shall inform Rhode Island Energy that the confidential information is being sought. See Appendix D for more information.

Bidders also should be aware that Rhode Island Energy will disclose in its entirety each executed PPA submitted to the PUC, with sensitive information potentially subject to redaction. Any Rhode Island state agency may be required to disclose confidential information in response to a public records request, in accordance with the "Access to Public Records Act," R.I. Gen. Laws § 38-2-1 et seq.

In the event that a bidder's confidential information is not afforded confidential treatment by a governmental agency or other entity exercising proper authority, the entities and individuals involved in the evaluation of bids shall not be held responsible, and their employees, agents, and consultants, shall be held harmless for any release of confidential information as long as reasonable efforts to protect the information have been followed. In any event, each entity and individual involved in the evaluation of bids, as well as their employees, agents, and consultants, shall be held harmless for any release of confidential information made available through any public source by any other party.

During the evaluation of bids, ISO-NE will, and other authorities may, be requested to provide information to Rhode Island Energy, DEM, Commerce Corporation, OER, and the Division concerning proposals as part of the proposal evaluation process. Information classified as Critical Energy Infrastructure Information ("CEII") will only be shared with Rhode Island Energy, DEM, Commerce Corporation, OER and Division personnel and consultants who are cleared to receive CEII by ISO-NE or any applicable other authorities. By participating in this RFP, bidders agree that ISO-NE and the other authorities may release information related to the projects which may otherwise be considered confidential under the relevant rules or policies of such organizations, to the entities and individuals involved in the evaluation of bids.

The bidder shall provide written confirmation of its consent for the sharing of this information as part of the bidder certification form, and, if requested by Rhode Island Energy, the bidder

shall specifically request that ISO-NE and/or any of the other authorities provide this information to the entities and individuals involved in the evaluation of bids and shall pay any costs imposed by ISO-NE or any of the other authorities associated with providing that information. Failure to comply with this request will result in disqualification of the bid. The entities and individuals involved in the evaluation of bids will treat the information provided as confidential, as described above, in accordance with the policies and practices described within this RFP.

3.5 Official Website and Contacts for the RFP

The official RFP website is: <https://RICleanEnergyRFP.com>. All updates and notifications will be posted to the website.

Each bid must be uploaded to the *[Day Pitney ShareFile Site]*. Bidders must request a unique link at least three (3) business days prior to the due date in Section 3.1, above.

Requests for a unique link to upload bids, any questions or correspondence regarding the RFP, including wiring instructions for the Bid Fees, should be sent to the Official Contact at following email address: CleanEnergyRFP@nationalgrid.com. However, only bidders may send questions and correspondence to the Official Contact for this RFP. Any comments, questions, or information sent to the Official Contact by non-bidders will not be considered by Rhode Island Energy. Members of the media should direct their communications to an official Rhode Island Energy spokesperson.

Also, bidders should copy the following recipients on any questions or correspondence:

Bethany Johnson: BLJohnson@pplweb.com

James Rouland: JMrouland@pplweb.com

Katherine Wilson: Katherine.Wilson@nationalgrid.com

Thomas Kender: Thomas.Kender@nationalgrid.com

3.6 Organization of the Proposal

Bidders are required to organize their proposal consistent with the contents of the Response Package in Appendix A. The organization and contents of the proposal should be organized as follows:

1. Certification, Project and Pricing Data (CPPD Form)
2. Executive Summary of the Proposal
3. Project Operational Parameters
4. Energy Resource and Delivery Plan

5. Financial/Legal
6. Siting, Interconnection and Delivery
7. Environmental Assessment and Environmental and Fisheries Mitigation Plan, Permit Acquisition Plan and Environmental Attributes Certification
8. Engineering and Technology; Commercial Access to Equipment
9. Project Schedule
10. Construction and Logistics
11. Operations and Maintenance
12. Project Management/Experience
13. Alternatives/Contingent Bids
14. Contribution to Employment and Economic Benefits to Rhode Island
15. Diversity, Equity and Inclusion Plan
16. List of Rhode Island Vendors and Domestic Supply Chain Opportunities
17. Plans for Construction Labor Agreement
18. Exceptions to Form PPAs
19. Exceptions to Commitment Agreement

3.7 Modification or Cancellation of the RFP and Solicitation Process

Following the submission of proposals, Rhode Island Energy may request additional information from bidders at any time during the process. Bidders that are not responsive to such information requests may be eliminated from further consideration. Unless otherwise prohibited, Rhode Island Energy may, at any time up to final award: postpone, withdraw and/or cancel this RFP; alter, extend or cancel any due date; and/or, alter, amend, withdraw and/or cancel any requirement, term or condition of this RFP, any and all of which shall be without any liability to Rhode Island Energy.

By submitting a proposal, a bidder agrees that the sole recourse that it may have with respect to the conduct of this RFP is by submission of a complaint or similar filing to the PUC in a relevant docket pertaining to this RFP.