

**REQUEST FOR PROPOSALS**

**FOR**

**LONG-TERM CONTRACTS FOR**

**OFFSHORE WIND ENERGY**

Issuance Date:

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

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  - o Economic Development Excel Form (Posted Separately)
- Appendix B: ACES Statute
- Appendix C: Draft Contract (Posted Separately)
- Appendix D: RI Confidentiality Requirements
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# 1.0 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 the “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 attributes<sup>1</sup> (collectively, “RECs”) from eligible, newly developed offshore wind energy projects under one or more long-term power purchase agreements (“PPAs”). This RFP is being issued pursuant to the Affordable Clean Energy Security Act, R.I. Gen. Laws § 39-31-5, as amended effective July 1, 2022 (as so amended, the “ACES”), a copy of which 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 eligible, newly developed offshore wind energy. Long-term contract durations should be at least 15 years and may not exceed 20 years for a conforming bid. Bidders must submit at least one conforming bid in response to this solicitation. Non-conforming bids may have long-term contract durations of up to 30 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 § 39-31-6. 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 any successful bidder(s) 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.<sup>2</sup>

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.

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

<sup>2</sup> 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%).

## 1.2 Statutory and Regulatory Framework of the ACES

Rhode Island Energy is authorized to voluntarily participate in state, multistate, or regional efforts to procure eligible renewable energy resources, including wind, on behalf of electric ratepayers, 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 § 39-31-5. The amount of energy and RECs procured in this solicitation will depend on Rhode Island Energy’s evaluation of the proposals submitted. 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 this RFP and §§ 39-31-5 and 39-31-6 of the ACES. See R.I. Gen. Laws §39-31-6(a).

All PPAs approved under the ACES must be commercially reasonable long-term contracts<sup>3</sup> 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), (vii)(A). 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 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.

In sum, a PPA must meet the following ACES requirements for approval by the PUC:

- (a) the project must be qualified as a “eligible renewable energy resource,” as defined in R.I. Gen. Laws § 39-26-5;
- (b) the PPA must be commercially reasonable;
- (c) the requirements for the solicitation must be met;
- (d) the PPA must be consistent with the achievement of the state’s greenhouse gas reduction targets under the 2021 Act on Climate;

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<sup>3</sup> See R.I. Gen. Laws § 39-31-3 (defining “commercially reasonable” to mean terms and pricing that are reasonably consistent with what an experienced power market analyst would expect to see in transactions involving regional energy resources and regional energy infrastructure, having a credible project operation date, and the benefits to Rhode Island exceed the cost of the project.).

(e) the PPA must be consistent with the purposes of the ACES; and

(f) 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 may select a proposal or a portfolio of proposals for PPA consideration and negotiation from this pool. 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 240 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 any changes in circumstances, until a final contract is executed.

## 2.0 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 submitted<sup>4</sup> 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.<sup>5</sup> See Sections 2.2.2 through 2.2.4 below.

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<sup>4</sup> 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.

<sup>5</sup> 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 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.

### **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.<sup>6</sup> 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 statute miles of any inhabited area. An offshore wind generation facility that has an unterminated power purchase agreement shall not be deemed an Eligible Facility.

### **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 an onshore ISO-NE Pool Transmission Facilities (“PTF”) located within ISO-NE. A bidder may propose multiple delivery points, so long as each delivery point satisfies the requirements of this RFP and the Draft Contract and the bidder specifies the generation profile for each delivery point. Unless otherwise directed by the Commission, the Company intends to sell all energy

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<sup>6</sup> The Eligible Facility may be a distinct phase of wind turbines that is co-located with existing wind turbines in the same Federal lease area, so long as the specific turbines under contract with Rhode Island Energy can be identified and satisfy the criteria for being an “Eligible Facility.”



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 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 for a conforming bid. Bidders must submit at least one conforming bid in response to this solicitation. Non-conforming bids may have long-term contract durations of up to 30 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, 300 MW AC and, at a maximum, approximately 1,200 MW AC, at the Pool Transmission Facility (PTF) Point of Interconnection (POI). Each Eligible Bidder is required to submit at least one proposal that is at least 300 MW and no more than approximately 1,200 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 300 MW and must not exceed approximately 1,200 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 600 MW and must not exceed 2,400 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.

### **2.2.2.6 Eligible Contingent Bids**

Positive contingent bids are permitted under this RFP which only differ from the original bid by providing a lower price when multiple power purchase agreements are awarded. For example, a bidder can provide a certain price for energy and RECs in their original bid, as described in Section 2.2.4.2, and may provide a lower price if the bidder is awarded one or more additional separate offshore wind power purchase agreements, in either this RFP or in another state located in the northeastern United States.

Bidders may propose multiple bids for an individual Eligible Facility or portion of a lease area, with a negative contingency which allows the bidder to withdraw their Eligible Facility from Rhode Island Energy's evaluation and selection process under this RFP if that individual Eligible Facility is selected by another state or electric distribution company, with no penalty or cost to the bidder, other than the non-refundable bid fee described in Section 2.2.4.5. Bidders must indicate if a proposed individual Eligible Facility is also offered into another state's RFP, such that the selection by another state or electric distribution company would cause the bidder to withdraw its bid from Rhode Island Energy.

An Eligible Bidder that has submitted a proposal in response to any ongoing solicitation for offshore wind issued by another state for the same Eligible Facility must submit a copy of the complete, unredacted proposal submitted by the Eligible Bidder or any affiliate of the Eligible Bidder in response to such procurement as an attachment to any proposal submitted in response to this RFP. The Rhode Island Energy evaluation team may use such copy to assess the reasonableness of the proposal, including pricing, compared to any proposals submitted in response to the other state's relevant procurement. The Company may request that the Eligible Bidder send a copy of their complete, unredacted proposal submitted to Rhode Island Energy to any other state if the project includes the same Eligible Facility, for similar purposes.

### **2.2.2.7 Eligible Multi-State Bids**

On October 3<sup>rd</sup>, 2023, the OER, the Massachusetts Department of Energy Resources ("MA DOER"), and the Connecticut Department of Energy and Environmental Protection ("CT DEEP") and, together with the OER, CT DEEP, and the MA DOER, ("MOU Parties"), entered into an Offshore Wind Multi-State Coordination Memorandum of Understanding ("MOU") which is attached to this RFP as Appendix G. In furtherance of the MOU, the Company, as the largest electric distribution company in Rhode Island, will accept and consider multi-state bids under this RFP provided that any such bid(s) have a positive or neutral impact on the Company's ratepayers and would provide other benefits. To submit a multi-state bid under this RFP, Eligible Bidders must indicate in their bid submission that a multi-state bid is included, the applicable states that are desired to be included in the multi-state selection, and complete and submit with their bid submission, the Multi-State Proposal Bid Submission Form attached as Appendix H.

Multi-state bids may be proportionally shared by the load share of each state, although final apportioning may vary based on mutual agreement between the MOU Parties. If the Eligible Products are allocated among Rhode Island Energy and any other MOU Parties or their electric distribution companies, separate PPAs will be negotiated between the bidder and the applicable MOU Party or electric distribution company in each respective state. No two bids representing the same capacity may be selected in different single state solicitations. The MOU provides that Bidders should be instructed

to not withdraw bids from any single state solicitation to prevent the dual selection of negatively contingent bids.

In accordance with the MOU, the Company will provide a copy of any such multi-state bid to all MOU Parties and/or their applicable electric distribution companies. Confidential information submitted to the MOU Parties and/or their applicable energy distribution companies under the MOU is subject to the confidentiality requirements in Section 1E of the MOU.

### **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:

- Acquisition of all required real property rights necessary for construction and operation;
- Receipt of all permits necessary to construct and operate the facility;
- Execution of interconnection agreement with ISO-NE and interconnecting utility;
- Closing of construction financing;
- Major material purchase order/contract agreements in-place, including turbines, foundations, cables, and substations;
- Major material delivery for use, including turbines, foundations, cables, and substations;
- Vessel procurement and/or contracting;
- Commencement of construction;
- 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:

- Material progress toward and plan for acquisition of all required real property rights;
- Commencement of and plan for permitting;
- Viable electrical interconnection plan;

- Viable wind resource assessment;
- Environmental Characterization;<sup>7</sup>
- Environmental and Fisheries Mitigation Plan (“EFMP”);
- Viable financing plans;
- Evidence of material vendor activity and procurement strategy, and
- Viable Construction and Logistics Plan for offshore and onshore work.

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.<sup>8</sup> If the bidder has not secured all of its real property rights onshore, it must provide at least one alternative for each unsecured real property right.

For each cable 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<sup>9</sup>

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<sup>7</sup> For the purposes of this RFP, Environmental Characterization refers to a thorough, desktop-level review of the environmental characteristics of both the offshore and onshore areas impacted by the project, including the alternative routes proposed if site control has not been acquired for all real property rights, and provides a review of those areas for natural or cultural resource sensitivity with a description of how this determination was made.

<sup>8</sup> 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.

<sup>9</sup> “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 onshore PTF. Site control information as described above must be provided for all Offshore Delivery Facilities associated with the bid.

proposed 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, the proposed offshore routes to the project site, the proposed onshore routes to the interconnection location, and all proposed substations or areas of other major equipment. 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 map showing the location of the marine terminal facilities;

iii. A description of all leases, agreements, easements, and related documents granting the right to use the Eligible Facility site and associated Offshore Delivery Facilities, as well as the marine terminal for deployment of major project components, and detail which have been obtained. Provide a detailed plan and timeline to secure the remaining leases, agreements, easements, and related documents. Provide copies of any leases, agreements, easements, or related documents obtained, upon request;

iv. A description of all regulatory body approvals, such as permits, assents, and licenses for the use and operation of the Eligible Facility site and associated Offshore Delivery Facilities, including zoning, and detail which have been obtained. Provide a detailed plan and timeline to secure the remaining regulatory body approvals. Provide copies of any regulatory body approvals obtained, upon request;

v. A description of the area surrounding any land-based project area, including the marine terminals for deployment of major project components (e.g., foundations, towers, blades, rotors, offshore substations) and all transmission and interconnection facility locations;

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.

vii. An Environmental Characterization, which refers to a thorough, desktop-level review of the environmental characteristics of both the offshore and onshore areas impacted by the project, including the alternative routes proposed if site control has not been acquired for all real property rights, and provides a review of those areas for natural or cultural resource sensitivity with a description of how this determination was made. If multiple routes are provided or required in your submission, a review of the positive and negative reasoning for each route and a determination of a recommended route is preferred. In addition, the Environmental Characterization must describe the environmental impacts of the Proposed

Facility on environmental justice<sup>10</sup> communities and plans to mitigate those impacts.

#### **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 Generator 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.

The burden is on bidders to provide Rhode Island Energy with information, analyses, and studies in order for Rhode Island Energy 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 ISO-NE’s interconnection standards.

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

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<sup>10</sup> Environmental justice and historically marginalized communities are used interchangeably throughout this RFP.

upgrades, including supporting studies and information, necessary to allow a proper evaluation of the proposal.

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 Forward Capacity Auction Qualification ("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.

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.

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 Order 2023 and ISO-NE's implementation thereof to the extent that those updates are effective prior to the selection of one or more bids under this RFP.

The amount paid for any energy and/or RECs under the PPA will be reduced to reflect any costs related to Offshore Delivery Facilities, 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 or under any tariff or other cost recovery mechanism and that would have been paid by the bidder, i.e., under the tariffs and rules in place at the time of bid submittal but for that alternative collection arrangement.

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 required information and documentation shall include the following:

- i. 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. Further, bidders must describe how proposals would be affected if the Eligible Facility is connected to regionalized offshore transmission facilities.

- ii. All projects submitted by bidders must have filed an interconnection request with ISO-NE, seeking Capacity Network Resource service. The bidder must have a completed ISO-NE Feasibility Study, or a Cluster Enabling Transmission Upgrade Regional Planning Study (also known as a Cluster Resource Integration Study) as defined in Schedule 22, or a highly comprehensive and credible interconnection study performed by a third-party in accordance with the ISO-NE methodology and NCIS as defined by the ISO-NE Planning Procedure 5-6, that includes the proposed project prior to bid submission. Projects that have received their I.3.9 approval from ISO-NE must identify that approval and include such documentation in their proposal. Bidders may submit additional supporting third-party technical reports or interconnection studies, which 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. If any third-party studies contain CEII information, bidders should submit non-CEII summaries of such studies with the proposal, and provide the full documents upon Rhode Island Energy submitting documentation that recipients have appropriate CEII clearance. 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.
- iii. 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.
- iv. 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 capacity 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.
- v. Each Bidder’s proposal must include the ISO-NE FCA Wind Qualification Template spreadsheet to approximate the qualified capacity associated with its proposed project, and



if the bidder has not completed an ISO-NE preliminary non-binding overlapping impact study but has provided an equivalent third-party overlapping impact study, the bidder should include a description of how the ISO-NE FCA Wind Qualification Template spreadsheet was utilized in that analysis. The final amount of capacity will be determined under the FCAQ process. 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.

- vi. 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.

Bidders shall 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.

### **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 provide a reasonable plan for financing the proposed project, including the funding of development costs and the required development period security and the ability to acquire the required equipment in the time frame proposed.<sup>11</sup> In addition, the financial plan should include critical details of the plan, such as the total project cost, projected annual spend, and debt-equity structure. 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.

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<sup>11</sup> In order to ensure that the bidder uses viable technology and maintains that technology throughout the term 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.

### **2.2.3.6 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:

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

### **2.2.3.7 Environmental and Fisheries Mitigation Plan**

The Environmental and Fisheries Mitigation Plan (EFMP) should detail, to the extent practical, the specific adverse fisheries impacts that are likely to result from the proposed Facility. The EFMP must include the following:

- A detailed characterization of the fisheries resources potentially impacted by the project, based on current data from the site or the region.
- A description of the potential adverse impacts to commercial and recreational fishing specific to the proposed location of the project, as well as measures or strategies that are designed primarily to avoid or minimize environmental impacts on commercial fisheries.
- A description of how the project will address navigation safety.
- A description of the approach to commercial fishing gear loss, including the incident-resolution process, claims management, and previous experience in this area. This description should include an 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 process in its quarterly Progress Reports using the best available data to assess impacts.
- A stakeholder engagement plan for fisheries, which includes identification of groups of stakeholders to be included, engagement goals and activities for each such group, and demonstrated evidence of past and current productive relationships with project stakeholders. The EFMP must describe how the bidder will work collaboratively with the state and federal agencies and other stakeholders.

The EFMP 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. In addition, the bidder must agree to the following:

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, inclusive of natural and cultural resources, 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.

C. *Noise Mitigation.* Agreement that the Project shall comply with environmental, navigation, and worker safety and applicable regulations, especially during times of poor visibility condition.

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. If a successful bidder is within six (6) months of submitting its Construction and Operation Plan, the bidder must agree to provide the Company a copy of their “Underwater Acoustic Monitoring Plan.” If a successful bidder has submitted its Construction and Operations Plan, the bidder must provide a copy of their “Underwater Acoustic Monitoring Plan” upon request. The plan should detail how data will be collected 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 publicly available no more than six (6) months after installation completion.

E. *Regional Collaboration.* Agreement, if requested by the DEM or the Coastal Resources Management Council (“CRMC”), to participate in any multi-state or regional coordination and/or collaboration efforts.

Successful bidders will be required to negotiate and execute a contractual commitment (i.e., Memorandum of Understanding) with the DEM and/or CRMC 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.

### **2.2.3.8 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, a Workforce Diversity Plan, a Supplier Diversity Plan, and a DEI Stakeholder Engagement Plan.

The Workforce Diversity Plan should include descriptions of each type, duration, and salary bands of the employment created, as well as identify the recruitment efforts aimed at hiring diverse candidates for these employment opportunities. This plan should include goals for Workforce Diversity, as well as a plan for monitoring success against these goals, how the metrics will be calculated, how often they will be calculated and reported, and a process for improving the process over time if goals are not met. If a significant portion of the labor force will be sub-contracted, the plan should be inclusive of sub-contractors.

The Supplier Diversity Program should include descriptions of the subcontracting, vendor, investor, and ancillary (operational) business opportunities that will be provided by diverse businesses, as well as identify the efforts aimed at engaging diverse candidates for these opportunities. This plan should include a form of expenditure goals for Supplier Diversity, as well as a plan for monitoring success against these goals, how the metrics will be calculated, how often the metrics will be calculated and reported, and a process for improving the process over time if goals are not met.

The DEI Stakeholder Engagement Plan considers how the bidder will engage with project stakeholders. It includes an identification of groups of stakeholders to be included (e.g. tribal communities, economically-disadvantaged communities, environmental justice advocates, and fishing communities), project impacts on each stakeholder and associated mitigation plans, and engagement goals and activities for each group. It also should include a description of community partnerships and evidence of past and current stakeholder engagement.

Successful bidders will be required to negotiate and execute a legally binding 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), diversity, equity and inclusion benefits and environmental justice benefits 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.

### **2.2.3.9 Security Requirements**

Bidders will be required to post Development Period Security and Operating Period Security. The required level of Development Period Security is \$80,000 multiplied by the Contract Maximum Amount (as defined in the Draft Contract, Appendix C). One-hundred percent (100%) of the Development Period Security must be provided upon execution 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 \$40,000 multiplied by the Contract Maximum Amount (as defined in the Draft Contract, Appendix C).

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. The letter of credit must have an Evergreen clause, and the creditor must have a credit rating that is investment-grade. Rhode Island Energy may accept a lower credit rating, at its own discretion.

#### **2.2.3.10 Additional Requirement**

Each proposal should 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.<sup>12</sup>

#### **2.2.3.11 Commercially Reasonable Standard**

Under ACES, any voluntary procurement pursuant to R.I. Gen. Laws § 39-31-5 must be 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. Consistent with that Report and Order, Rhode Island Energy will consider both the pricing schedule and non-price benefits in an initial assessment of whether a proposal is commercially reasonable.

#### **2.2.3.12 Timeliness**

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

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<sup>12</sup> The Commission may evaluate whether the contract is consistent with achievement of the state’s greenhouse gas reduction targets as specified in the 2021 Act on Climate.

## 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 240 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 240 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 (Fixed Pricing) with separate pricing for energy (\$/MWh) and RECs (\$/REC) for the term of the contract for each physical proposal.

There are two alternative, conforming forms of pricing that bidders may, but are not required to, submit for energy and RECs (in \$/MWh and \$/REC, respectively). All pricing for energy and RECs must align with the market values of those products.

The first alternative, conforming form of pricing (Fixed Escalator Pricing) allows the bidder to state a price for energy and RECs for the first year of commercial operation (in \$/MWh and \$/REC, respectively), and propose those rates 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., after the first year, a 3% change per year for the following 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%.

The second alternative, conforming form of pricing allows the bidder to state a price for energy and RECs at the time of power purchase agreement (PPA) contract execution, and allow that price to increase or decrease per the CUUR0000SA0 inflationary index according to the below equation until either the project has reached its Financial Closing Date (FCD) or until the originally agreed upon Financial Closing Date critical milestone in the executed PPA, whichever is sooner (Inflation-Adjusted Pricing).

$$\begin{aligned} \text{Price of Energy at COD} &= \text{Price of Energy at PPA} * \text{MIN}\left[\frac{CPI_{FCD}}{CPI_{PPA}}, 1.16\right] \\ \text{Price of RECs at COD} &= \text{Price of RECs at PPA} * \text{MIN}\left[\frac{CPI_{FCD}}{CPI_{PPA}}, 1.16\right] \end{aligned}$$

Where:

Price of Energy at PPA = a nominal price for energy at the time of PPA contract execution

Price of Energy at COD = a nominal price for energy at the time of COD, which is the Price of Energy at PPA with a one-time inflationary adjustment described above, with a maximum inflationary adjustment of 16%

Price of RECs at PPA = a nominal price for RECs at the time of PPA contract execution

Price of RECs at COD = a nominal price for RECs at the time of COD, which is the Price of RECs at PPA with a one-time inflationary adjustment described above, with a maximum inflationary adjustment of 16%

$CPI_{PPA}$  = The most recent Consumer Price Index published at the time of PPA contract execution. Source: All items in U.S. city average, all urban consumers, not seasonally adjusted– CUUR0000SA0<sup>13</sup>

$CPI_{FCD}$  = The most recent Consumer Price Index published at either the Financial Closing Date or the originally agreed upon Financial Closing Date critical milestone in the executed PPA, whichever is sooner. Source: All items in U.S. city average, all urban consumers, not seasonally adjusted– CUUR0000SA0<sup>14</sup>

The maximum, one-time inflationary adjustment is 16%. After the inflationary adjustment period, the bidder has the option to fix the price for energy (\$/MWh) and RECs (\$/REC) for the remainder of the contract, or propose those rates change by a fixed rate of the term of the contract, with a maximum change per year of 3%.

#### **2.2.4.2.2 U.S. DOE Grid Innovation Program Pricing Variation**

The MA DOER has submitted, individually and in coordination with other states, Concept Paper proposals for transmission and distribution system upgrades to the U.S. Department of Energy’s (“U.S. DOE”) Grid Innovation Program (“GIP”), which is outlined in Section 40103(b) of the 2021 Bipartisan Infrastructure Law. These projects may include transmission system upgrades that would impact the interconnection capacity in Massachusetts for offshore wind projects. If any projects submitted by MA DOER to the GIP are selected for a funding award by the U.S. DOE, and these upgrades would lead to a reduction in capital expenditure by the bidder, the amount paid for energy and/or RECs under the PPA will be reduced to reflect that.

If the bidder already includes upgrades in its bid that may be funded by a U.S. DOE GIP submission and no physical change to the proposal would be required for the bidder to take advantage of the U.S. DOE GIP funding, the bidder must provide a GIP-Pricing Variation of at least the Fixed Pricing bid, which reflects the bidder’s decreased capital costs. This will be treated as an additional pricing offer, as it pertains to the non-refundable bid fees.

If the bidder would require physical changes to their proposal to take advantage of U.S. DOE GIP

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<sup>13</sup> U.S. Bureau of Labor Statistics. All items in U.S. city average, all urban consumers, not seasonally adjusted. CUUR0000SA0. URL: <https://data.bls.gov/timeseries/CUUR0000SA0>

<sup>14</sup> U.S. Bureau of Labor Statistics. All items in U.S. city average, all urban consumers, not seasonally adjusted. CUUR0000SA0. URL: <https://data.bls.gov/timeseries/CUUR0000SA0>

funding, and would like to submit a GIP-Pricing Variation, they must follow the requirements of Section 6 of Appendix A to this RFP, and must provide a GIP-Pricing Variation of at least the Fixed Pricing bid, which reflects the bidder's decreased capital costs. This will be treated as an additional physical proposal, as it pertains to the non-refundable bid fees.

**2.2.4.2.3 Additional Pricing Conditions:**

All proposals must also conform to the following pricing conditions:

(a) Proposed prices must be firm, or follow the Inflation-Adjusted Pricing methodology and requirements above, 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 should incorporate a price adjustment if the generation ceases to conform to R.I. Gen. Laws § 39-26-5 (e.g., in the event of non-conformity, Rhode Island Energy may determine to 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 applicable Real-Time or Day-Ahead 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/MWh



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

#### **2.2.4.2.4 Non-Conforming Pricing:**

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 encourages bidders to provide alternative pricing that includes both an inflation and interest rate index, for our consideration. In addition, Rhode Island Energy may consider alternative pricing utilized by Bidder in a proposal in response to any ongoing solicitation for offshore wind in New England issued by another state for the same Eligible Facility provided that such pricing has a positive or neutral impact on the Company's ratepayers.

Rhode Island Energy is under no obligation to accept any proposal, including without limitation any proposal with any form of alternative, 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. Bidders may submit an application that was designed for the Massachusetts Request for Proposals for Long-Term Contracts for Offshore Wind Energy

Projects, issuance date August 30, 2023, pursuant to Section 83C of Chapter 169 of the Acts of 2008 as amended by the Energy Diversity Act and the Act Driving Clean Energy and Offshore Wind (“MA OSW RFP”) or the Connecticut Request for Proposals for Offshore Wind Facilities, that may be issued in the fourth quarter of 2023, pursuant to Section 16a-3n of the General Statutes of Connecticut (“CT OSW RFP”), provided that the bidder also fills out Appendix A to this RFP completely. The bidder may respond to the requirements of Appendix A to this RFP by referencing the document, section number, and page number of their response to the MA OSW RFP or the CT OSW RFP, if applicable. If the Appendix A requirement is Rhode Island-specific, (e.g., Rhode Island-specific commitments to economic development), the bidder must provide an original response that addresses such Rhode Island-specific commitments. Bidders that submit a multi-state proposal must submit both Appendix A to this RFP and the Multi-State Bid Form, as well as any other required documents, and must comply with the requirements of this RFP. 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. The redlines provided by bidders to the Draft Contract and Commitment Agreement will be reviewed in Stage 1, and be considered and discussed in Stage 3.

#### **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.<sup>15</sup>

#### **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 by Rhode Island Energy and to cover the 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”), in an amount up to \$200,000 per agency. R.I. Gen. Laws § 39-31-12. The minimum bid fee is \$600,000. 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 \$150,000 bid fee per requested change will be required. Each additional pricing offer for the same project, including those with contingent bids, will cost an additional fixed fee of \$50,000.

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 percent (70%) and non-price factors at thirty percent (30%) for purposes of conducting the evaluation. The

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<sup>15</sup> 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 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.

increase for non-price factors from twenty-five percent (25%) in the 2022 Rhode Island Request for Proposal for Long-Term Contracts for Offshore Wind to thirty percent (30%) in this RFP reflects an increased emphasis on project viability, 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.

#### **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, including if applicable the LMP impact to Rhode Island related to the portion of the Eligible Facility that would be procured by other states, without which the Eligible Facility would not be viable;
- ii. The impact on RES compliance costs paid by ratepayers in the state of Rhode Island, including if applicable the RES impact to Rhode Island related to the portion of the Eligible Facility that would be procured by other states, without which the Eligible Facility would not be viable;
- 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**

All approved projects must provide specific and measurable economic benefits to the State of Rhode Island. 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 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. 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 legally binding 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), diversity, equity and inclusion benefits, EFMP benefits, and environmental justice benefits 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.

### **2.3.3 Non-Price Evaluation**

The non-price evaluation will consist of: (1) site status; (2) permits and approvals; (3)

environmental characterization and mitigation; (4) interconnection and transmission; (5) critical path schedule; (6) economic benefits to the state of Rhode Island. 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.

### **2.3.3.1 Purpose of Non-Price Evaluation Criteria**

The non-price evaluation criteria, other than the 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, as well as 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 this RFP and 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. The Project Viability Factors, which include Site Status, Permits and Approvals, Environmental Characterization and Mitigation, Interconnection and Transmission, and Critical Path Schedule, shall be worth 24 points, and the Economic Benefits to the State of Rhode Island shall be worth 6 points. They are summarized as follows:

- **Site Status**
  - Likelihood of access to onshore and offshore control rights for the Offshore Delivery Facilities.
  - Identification of all necessary real property rights, and description as to which have been obtained and how the bidder plans on obtaining the remainder.
  - Identification of existing zoning of onshore land required for the project, and a detailed description as to where existing zoning requires a variance.
  - Detailed description of how environmental resource areas and public lands/uses were assessed in the local area, and how the onshore site locations selected took these topics into consideration.
- **Permits and Approvals**
  - Identification of required permits and approvals, and detailed description as to which have been obtained, what work has been completed so far, and how the bidder plans on obtaining the remainder.
  - Identification of key stakeholders, credibility of Stakeholder Engagement Plan, and demonstration of past and current stakeholder engagement activities related to this project.
  - Demonstration of local support for this project from a variety of stakeholders including environmental groups and local communities.
  - Description of strategy for addressing dissent from stakeholders on this project, and examples of how the bidder has addressed it in the past on other projects.
- **Environmental Characterization and Mitigation**
  - Comprehensiveness of Environmental Characterization, which should include a

thorough review of the environmental characteristics of both the offshore and onshore areas impacted by the project, including the alternative routes proposed if site control has not been acquired for all real property rights, and provides a review of those areas for natural or cultural resource sensitivity with a description of how the determination was made.

- Identification of specific adverse impacts, and detailed description of how the bidder plans to avoid, minimize, or mitigate those impacts on the environmental and environmental justice communities.
- **Interconnection and Transmission**
  - Credibility and detail of transmission and interconnection plan, which should describe how the bidder plans to design and operate the transmission and interconnection facilities.
  - Progress made on ISO-NE interconnection studies.
  - Identification of cumulative cost and risk of interconnection network upgrades caused by or required by earlier queued projects with the same or related interconnection point as the proposed project, and description of how the bidder plans on addressing the risk that network upgrade costs may be higher than projected.
- **Critical Path Schedule**
  - Detail, credibility, and progress made on critical path schedule elements listed in Section 2.2.3.2 of this RFP, supported by documentation and information that shows the progress made towards meeting the various project milestones.
  - Identification of all significant project risks and how the bidder plans on mitigating those risks.
- **Economic Benefits to the State of Rhode Island**
  - Value of commitments to in-state employment, expenditures, and investments from the development, construction, and operation of the project, and documentation provided for each commitment that provides assurance that the value of the commitment will be realized if the project is selected, as necessary.
  - Examples of supporting documentation include, but are not limited to, a Memorandum of Understanding or Letter of Intent.
  - Examples of economic spend that are of value include:
    - In-state employment commitments,
    - Investments or commitments in DEI,
    - Investments in EFMP including biodiversity and fisheries compensation plans,
    - Investments in workforce development such as pre-apprenticeship and apprenticeship programs, offshore wind training, etc.
    - Investments in supply chain improvements to support the offshore wind industry,
    - Investments in port facilities and infrastructure,
    - Investments in offshore wind-related research, monitoring, and mitigation, especially if sponsored by the DEM and/or the Rhode Island Coastal Resource Management Council,
    - Investments in ongoing science and data collection to improve environmental, wildlife, and fisheries performance, and
    - Investments to benefit low-income ratepayers.

In completing the Economic Development Summary Spreadsheet as part of 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 in the required summary of annualized economic benefits. The in-state commitments listed above should be included in this spreadsheet.

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).

## **2.4 Stage Three –Portfolio Analysis**

Stage Three involves a further review<sup>16</sup> 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;
- Commercial reasonableness of the bid(s);
- Risk associated with project viability of the bid(s) or any proposed changes to the Draft Contract provided by the developer;
- Contingent bids;
- Customer bill impacts;
- The extent to which the project would satisfy the goals of the ACES;
- A comparison to a reasonable range of data and analyses on expected offshore wind prices, industry costs, and the anticipated cost impact of future technologies as compared to procuring offshore wind in this solicitation;
- The extent to which the bid would create additional economic and environmental benefits within Rhode Island; and
- Portfolio effect: the overall impact of any combination 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

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<sup>16</sup> 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).



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 or the region. The maintenance of such labor peace agreement will be an ongoing material condition of any continuation of payments under the PPA. 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, or other applicable laws, rules or regulations in the state or region 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, or other applicable laws, rules or regulations in the state or region. And, in the case of apprentices, bidders must commit to pay benefits and wages not less than the rate applicable to apprentices for the pertinent classification prescribed by the Rhode Island Department of Labor and Training, or other applicable laws, rules or regulations in the state or region, if the worker is a participant in an approved apprenticeship program and the approved apprenticeship program maintains a direct entry agreement with a certified pre-apprenticeship training program.

## **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. 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.<sup>17</sup> During that comment period, DEM will provide an advisory opinion on the expected greenhouse gas

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<sup>17</sup> See R.I. Gen. Laws § 39-31-6(a)(1)(vi).

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).<sup>18</sup> The PUC will hold public hearings and issue a written order approving or rejecting the PPA within approximately 120 days of the filing.<sup>19</sup>

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(s) is/are consistent with the purposes of the ACES.<sup>20</sup>

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 includes authority to recover reasonable net costs incurred to solicit, evaluate and seek approval of the PPA and reasonable net costs incurred under the PPA once approved by the Commission, pursuant to R.I. Gen. Laws §§ 39-31-7(a)(5) and/or 39-31-7(a)(6). The Regulatory Approval must be final and non-appealable and acceptable to Rhode Island Energy in its sole discretion. 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 the net costs of the PPA going forward, the Company's obligations to purchase energy and associated RECs pursuant to the PPA will cease, and the PPA will automatically terminate without any required action by the Company once such determination is final and non-appealable.

Rhode Island Energy is not obligated to execute any PPA on terms which it reasonably believes to be commercially unreasonable. 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).

## **3.0 Instructions to Bidders**

### **3.1 Schedule for the Bidding Process**

The proposed schedule for the bidding process is set forth below. 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.

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<sup>18</sup> See R.I. Gen. Laws § 39-31-6(a)(1)(vi)(A)(I) through (III).

<sup>19</sup> 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).

<sup>20</sup> R.I. Gen. Laws §§ 39-31-6(a)(1)(vii)(A) through (D).

<b>Event</b>	<b>Anticipated Dates</b>
Issue RFP	October 13, 2023
Bidders Conference	November 8, 2023
Deadline for Submission of Questions	November 30, 2023
Due Date for Submission of Proposals	January 31, 2024 12PM Eastern Prevailing Time
Review of Bids with Rhode Island OER and Division	February 7, 2024
Conditional selection of Bidder(s) for negotiation	June 28, 2024
Negotiate and Execute Contracts	September 27, 2024
Submit Contracts for PUC Approval	December 6, 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 issuance, 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 Section 3.1 above. Rhode Island Energy will make best efforts to respond to written questions received after the deadline provided in Section 3.1, but is not obligated to do so. 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](http://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. The Division and the OER will (and the DEM and the Commerce Corporation may) receive confidential and non-confidential information provided by bidders to Rhode Island Energy under this RFP for consultation and advisory purposes under the ACES. To the extent that the bid or its attachments contain confidential information, then the bidder may, at its option, execute non-disclosure agreements with the DEM, the Commerce Corporation, the Division, and the OER. 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 and/or providing advisory opinions under ACES), 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.

If a Bidder submits a multi-state bid to Rhode Island Energy under this RFP, such multi-state bid will be provided to the MOU Parties and their electric distribution companies in accordance with the terms of the MOU including, without limitation, the confidentiality requirements in Section IE of the MOU. By submitting a multi-state bid, the Bidder agrees that Rhode Island Energy may share with the MOU Parties and their electric distribution companies any bids or proposals submitted by Bidder to Rhode Island Energy under this RFP including both the public version and any confidential version of such bid, and such disclosure will be subject to the terms of the MOU including the confidentiality provisions of the MOU.

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 or any other MOU Party, 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 and, if applicable, the MOU.

### **3.5 Official Website and Contacts for the RFP**

The official RFP website is: <https://ricleanenergyrfp.com/2023-osw-rfp/>. All updates and notifications will be posted to the website.

Each bid must be uploaded to the designated 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: [RIOSWRFP@pplweb.com](mailto:RIOSWRFP@pplweb.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.

### **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. Operational Parameters
4. Energy Resource Plan

5. Financial/Legal
6. Siting, Interconnection and Deliverability
7. Environmental Characterization 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 Bid Proposals
14. Economic Benefits to the State of 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. In particular, the schedule contained herein may be modified or extended if additional guidance is provided on the Federal Production Tax Credit (“PTC”) or Investment Tax Credit (“ITC”).

Rhode Island Energy issued a previous offshore wind RFP on October 14, 2022, titled “Request for Proposals for Long-Term Contracts for Offshore Wind Energy,” under ACES §39-31-10. The Company submitted a filing to the PUC under §39-31-10(d) to explain why it did not conditionally select a bid(s) and, therefore, should not be required to negotiate a contract with the single bidder who responded to the previous RFP. If the PUC orders Rhode Island Energy to proceed with negotiations, Rhode Island Energy may cancel this RFP and solicitation. 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.

## **APPENDIX A**

### **BIDDERS RESPONSE PACKAGE**



## APPENDIX A

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# RHODE ISLAND AFFORDABLE CLEAN ENERGY SECURITY ACT FOR RENEWABLE ENERGY

## REQUEST FOR PROPOSAL BIDDERS RESPONSE PACKAGE

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### APPLICANT INFORMATION

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**Applicant:** enter applicant name

**Address:** enter address

**Contact:** enter name

**Phone:** enter phone

**Email:** enter email

**SECTION 1 OF APPENDIX A TO THE RFP  
CERTIFICATION, PROJECT AND PRICING DATA**

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The Certification, Project, and Pricing Data (“CPPD”) document is a Microsoft Excel workbook that is provided on the website at <https://ricleanenergyrfp.com/2023-osw-rfp/>.

Bidders are required to provide firm pricing for 240 days from the date of bid submission. The bidder must also sign the certification form found in Appendix A verifying that the prices, terms, and conditions of the proposal are valid for at least 240 days. An officer or duly authorized representative of the bidder is required to sign the Proposal Certification Form.

**SECTION 2 OF APPENDIX A TO THE RFP  
EXECUTIVE SUMMARY OF THE PROPOSAL (INCLUDING THE BASE PROPOSAL  
AND ANY ALTERNATIVE PROPOSALS)**

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The bidder is required to provide an executive summary of the project proposal that includes a complete description of the proposed generation bid, the delivery point located within ISO-NE, the proposed contract term and pricing schedule, the interconnection plan, the overall project schedule, the additional ACES requirements, and other factors the bidder deems to be important. A table summarizing the proposal(s), including details such as generation project location, interconnection location(s), capacity (MW), commercial operation date, pricing (\$/MWh), etc., is encouraged.

**SECTION 3 OF APPENDIX A TO THE RFP  
OPERATIONAL PARAMETERS**

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- 3.1 Maintenance Outage Requirements – Specify partial and complete planned outage requirements in weeks or days for all major equipment and associated facilities required for the delivery of energy from the generation facilities to the delivery point. Also, list the number of months required for any outage cycle(s) to repeat (e.g., list time interval of minor and major overhauls, and the duration of overhauls).
  
- 3.2 Operating Constraints – Specify all the expected operating constraints and operational restrictions for the project (i.e., limits on the number of hours a unit may be operated per year or unit of time), differentiating those that may be variable or situational in nature.
  
- 3.3 Reliability – Describe how the proposal would provide enhanced electricity reliability to Rhode Island, including its impact on transmission constraints. Describe if your proposal contains any specialized equipment to improve reliability during cold weather conditions, and how that may impact overall generator output.
  
- 3.4 Moderation of System Peak Load – Describe how the proposal would contribute to moderating system peak load requirements and provide the following information:
  - i) Estimated average output for each summer period (June- September) from 3:00 - 7:00 pm
  
  - ii) Estimated average output for each winter period (October-May) from 4:00 – 9:00 pm

## SECTION 4 OF APPENDIX A TO THE RFP ENERGY RESOURCE PLAN

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For Eligible Facilities, the bidder is required to provide an energy resource and a production/delivery profile for its proposed project, including supporting documentation. The energy resource and profile information should be consistent with the type of technology/resource option proposed and the term proposed. Bidders should respond to all information requests which are relevant to the bid in a timely manner.

- 4.1 Provide a summary of all collected wind data for the proposed site. Identify when and how (e.g. meteorological mast or LiDAR – for “Light Detection and Ranging”) the data was collected and by whom.

Indicate where the data was collected and its proximity to the proposed site. Include an identification of the location and height for the anemometers and/or “range gate” heights for sensing by LiDAR that were used to arrive at an assessment of the site generation capability.

Describe any additional wind collection efforts that are planned or ongoing.

Provide (a) at least one year of hourly wind resource data. Real Data collected from the site is preferred, though projected data is permissible. Methodology must also be included. And (b) a wind resource assessment report for the proposed facility from a qualified unaffiliated third-party wind resource assessment firm. Include an analysis of the available wind data which addresses the relationship between wind conditions and electrical output. Provide a projection of net hourly energy production and net annual energy production based on the 2012 wind resource data. Also, bidders shall provide the net annual energy production at both the P50 and P90 levels.

Provide a site-adjusted power curve. Each curve should list the elevation, temperature and air density used.

Identify the assumptions for losses in the calculation of projected annual energy production, including each element in the calculation of losses.

- 4.2 Offshore Wind Energy Generation Delivery Plan

Please provide an energy delivery plan and production/delivery profile for the proposed project, including supporting documentation. The energy delivery plan and production/delivery profile must provide the expected Offshore Wind Energy Generation to be delivered into the ISO-NE market settlement system and permit the Evaluation Team to determine the reasonableness of the projections for purposes of Sections 2.2.2.3 Eligible Products, 2.2.2.4 Allowable Contract Term, 2.2.2.5 Minimum/Maximum Contract Size and Allowable Alternative Bids, and 2.2.3.4 Interconnection and Delivery Requirements. Such information should be consistent with the energy resource plan and production/delivery profile provided above and considering any and all constraints to physical delivery into ISO-NE.

**SECTION 5 OF APPENDIX A TO THE RFP  
FINANCIAL/LEGAL**

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Bidders are required to demonstrate the financial viability of their proposed project. Bidders should provide the following information:

- 5.1 Please submit information and documentation that demonstrates that a long-term contract resulting from this RFP Process would either permit the bidder to finance its proposal that would otherwise not be financeable or assist the bidder in obtaining financing of its proposal.
- 5.2 Please provide a description of the business entity structure of the bidder's organization from a financial and legal perspective, including all general and limited partners, officers, directors, managers, members and shareholders, involvement of any subsidiaries supporting the project, and the providers of equity and debt during project development. Provide an organization chart showing the relationship between the equity and debt participants and an explanation of the relationships. For jointly owned facilities, identify all owners and their respective interests, and document the bidder's right to submit a binding proposal.
- 5.3 Please provide a description of the financing plan for the project as described in Section 2.2.3.5, including construction and term financing. The financing plan should address the following:
  - i. Who will finance the project (or are being considered to finance the project) and the related financing mechanism or mechanisms that will be used (i.e. convertible debenture, equity or other) including repayment schedules and conversion features
  - ii. The project's existing initial financial structure and projected financial structure
  - iii. Estimated total project costs, including construction costs, and estimated annual spend on the project during development, construction, and operation
  - iv. Estimated total project cost, broken down into nine categories:
    - Development costs, such as engineering and design, legal services, geological surveys and analysis, permitting, community relations/public relations, financial advisory services, management, and administrative;
    - Development costs related to ports and staging;
    - Offshore turbines and their associated foundation and array cabling costs;
    - Offshore substation(s) and their associated foundation(s) cost;
    - Offshore export cable cost;
    - Onshore construction costs, including the cabling, onshore

Affordable Clean Energy Security Act for Renewable Energy Request For Proposal substation(s) if any, and interconnection to the grid;

- Transmission system upgrades;
  - Operations & maintenance, and;
  - All other costs, such as financing, investments not included in the above categories, etc.
- v. The projected capital structure, including expected sources of debt and equity financing, during development, construction, and operation, and if there are other competing existing or potential future obligations that may result in changes to the financing plan
- vi. Indicate whether the bidder has used the proposed financing strategy before for projects of similar size and type, if any issues arose, and how those issues were resolved
- vii. Describe any agreements, both pre- and post-commercial operation date, entered into with respect to equity ownership in the proposed project and any other financing arrangement.
- viii. Describe if you have any mechanisms that you will utilize to de-risk inflationary and commodity cost increases for the project.

In addition, the financing plan should address the status of the above activities as well as the financing of development and permitting costs. All bidders are required to provide this information.

- 5.4 Provide documentation illustrating the experience of the bidder in securing financing for projects of similar size and technology as required in Section 2.2.3.6. For each project previously financed, provide the following information:
- i. Project name and location
  - ii. Project type and size
  - iii. Date of construction and permanent financing
  - iv. Form of debt and equity financing
  - v. Current status of the project
  - vi. Role in project development, construction, and operation
- 5.5 Please provide evidence that the bidder has the financial resources and financial strength to complete and operate the project as planned.
- 5.6 Provide complete copies of the most recent audited financial statement and annual report for each bidder for each of the past three years; including affiliates of the bidder (if audited statements are not available, reviewed or compiled statements are to be provided). Also, provide the credit ratings from Standard & Poor's and Moody's (the senior unsecured long term debt rating or if not available, the corporate rating) of the bidder and any affiliates and

Affordable Clean Energy Security Act for Renewable Energy Request For Proposal partners.

- 5.7 Please also include a list of the board of directors, officers, and trustees for the past three years and any persons who the bidder knows will become officers, board members or trustees.
- 5.8 The bidder should demonstrate its ability (and/or the ability of its credit support provider) to provide the required security as described in Section 2.2.3.9, including its plan for doing so.
- 5.9 Provide a description of any current or recent credit issues/credit rating downgrade events regarding the bidder or affiliate entities raised by rating agencies, banks, or accounting firms.
- 5.10 Describe the role of the Federal Production Tax Credit (“PTC”) or Investment Tax Credit (“ITC”) as newly revised by the Inflation Reduction Act, and any other incentives, on the financing of the project. In the response, please describe (a) your plan to qualify for the ITC/PTC and the level of the ITC/PTC for which you plan to qualify, (b) the facilities, investment in which, the ITC is expected to apply, (c) your plan to utilize the tax credits and the relationship to your financing plan, and (d) how qualification for the ITC/PTC is reflected in your proposed pricing. 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.
- 5.11 Describe the bidder’s plan to adhere to the domestic supply rules set forth in the Build America, Buy America Act and the act’s implications on access to federal funding, cost of materials, and supply chains.
- 5.12 Describe how the bidder 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.
- 5.13 Bidders must disclose any litigation or disputes in the last three years related to projects developed, owned, or managed by bidder or any of its affiliates in the United States or related to any energy product sale agreement.



- 5.14 What is the expected operating life of the proposed project? What is the depreciation period for all substantial physical aspects of the bid, including generation facilities, delivery facilities to move power to the grid, and mandatory and voluntary transmission system upgrades?
- 5.15 Has the bidder already obtained financing, or a commitment of financing, for the project? If financing has not been obtained, explain how obtaining a long-term agreement as proposed will help you in obtaining financing for the proposed project, in obtaining more favorable terms for the financing of the proposed project, or in supporting the future capital investment.
- 5.16 State whether the bidder or its affiliates have executed agreements with respect to energy, RECs and/or capacity for the proposed project (including any agreements that have been terminated) and provide information regarding the associated term and quantities, and whether bidder has been alleged to have defaulted under or breached any such agreement.
- 5.17 List all of the bidder's affiliated entities and joint ventures transacting business in the energy sector.
- 5.18 Has bidder, or any affiliate of bidder, in the last five years, (a) consented to the appointment of, or been taken in possession by, a receiver, trustee, custodian or liquidator of a substantial part of its assets, (b) filed a bankruptcy petition in any bankruptcy court proceeding, (c) answered, consented or sought relief under any bankruptcy or similar law or failed to obtain a dismissal of an involuntary petition, (d) admitted in writing of its inability to pay its debts when due, (e) made a general assignment for the benefit of creditors, (f) was the subject of an involuntary proceeding seeking to adjudicate that Party bankrupt or insolvent, (g) sought reorganization, arrangement, adjustment, or composition of it or its debt under any law relating to bankruptcy, insolvency or reorganization or relief of debtors?
- 5.19 Briefly describe any known conflicts of interest between bidder or an affiliate of bidder and Rhode Island Energy, or any affiliates of the foregoing.
- 5.20 Describe any litigation, disputes, claims or complaints involving the bidder or an affiliate of bidder, against Rhode Island Energy or any affiliate of Rhode Island Energy.
- 5.21 Describe any litigation, disputes, claims or complaints, or events of default or other failure to satisfy contract obligations, or failure to deliver products, involving bidder or an affiliate of bidder, and relating to the purchase or sale of energy, capacity or renewable energy certificates or products.

- 5.22 Confirm that neither bidder nor any directors, employees or agents of bidder, nor any affiliate of bidder are currently under investigation by any governmental agency, and that none of the above have in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy, collusion or other impropriety with respect to bidding on any contract, or have been the subject of any debarment action (detail any exceptions).
- 5.23 Identify all regulatory and other approvals needed by bidder to execute a binding sale agreement.
- 5.24 Describe how the project will conform to FERC's applicable regulatory requirements, including, but not limited to, FERC requirements relating to allocation of transmission capacity and open access, the justness and reasonableness of rates, the potential for undue preference or discrimination, and affiliate dealings, if any. Describe how your proposed approach is consistent with FERC precedent and ratemaking principles.
- 5.25 Describe and document any and all direct and indirect affiliations and affiliate relationships (contractual, financial, or otherwise) in the past three years between the bidder and Rhode Island Energy and its affiliates, including all relationships in which Rhode Island Energy or its affiliates has a financial or voting interest (direct or indirect) in the bidder or the bidder's proposed project. These relationships include:
- Corporate or other joint arrangements, joint ventures, joint operations whether control exists or not
  - Minority ownership (50% or less investee)
  - Joint development agreements
  - Operating segments that are consolidated as part of the financial reporting process
  - Related parties with common ownership
  - Credit, debenture, and financing arrangements, whether a convertible equity feature is present or not
  - Wholly owned subsidiaries
  - Commercial (including real property) relationships with Rhode Island Energy.

**SECTION 6 OF APPENDIX A TO THE RFP  
SITING, INTERCONNECTION, AND DELIVERABILITY**

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This section of the proposal addresses project location, siting, real property rights and interconnection issues. Bidders should ensure that the threshold criteria outlined in Section 2.2 of the RFP are verified in their responses. If multiple interconnection points are being submitted, Section 6 of Appendix A to the RFP must be completed for each interconnection point. Please specify all active requests which have not been superseded by subsequent requests and information regarding the status of each. To the extent that the bidder provides an alternative interconnection scenario based on ISO-NE proposed interconnection process changes, the bidder must include studies using the proposed ISO-NE process. Any such studies must be accompanied with clear documentation of study technical and cost assumptions, reasoning, and justification of such assumptions.

- 6.1 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.
- 6.2 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, the proposed offshore routes to the project site, the proposed onshore routes to the interconnection location, and all proposed substations or areas of other major equipment. 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. If the bidder has not secured all of its real property rights onshore, it must provide at least one alternative for each unsecured real property right. 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 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.;
- 6.3 A map showing the location of the marine terminal facility;
- 6.4 A description of all leases, agreements, easements, and related documents granting the right to use the Eligible Facility site and associated Offshore Delivery Facilities, as well as the marine terminal for deployment of major project components, and detail which have been obtained. Provide a detailed plan and timeline to secure the remaining leases, agreements, easements, and related documents. Provide copies of any leases, agreements, easements, or related documents obtained, upon request;
- 6.5 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;
- 6.6 Identify any joint use of existing or proposed real property rights and/or easements.

- 6.7 The bidder must detail the status (and conclusions, as available) of interconnection applications and studies. Further, bidders must describe how proposals would be affected if the Eligible Facility is connected to regionalized offshore transmission facilities.
- 6.8 All projects submitted by bidders must have filed an interconnection request with ISO-NE, seeking Capacity Network Resource service. The bidder must have a completed ISO-NE Feasibility Study, or a Cluster Enabling Transmission Upgrade Regional Planning Study (also known as a Cluster Resource Integration Study) as defined in Schedule 22, or a highly comprehensive and credible interconnection study performed by a third-party in accordance with the ISO-NE methodology and NCIS as defined by the ISO-NE Planning Procedure 5-6, that includes the proposed project prior to bid submission. Projects that have received their I.3.9 approval from ISO-NE must identify that approval and include such documentation in their proposal. Bidders may submit additional supporting third-party technical reports or interconnection studies, which 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. If any third-party studies contain CEII information, bidders should submit non-CEII summaries of such studies with the proposal, and provide the full documents upon Rhode Island Energy submitting documentation that recipients have appropriate CEII clearance.
- 6.9 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.
- 6.10 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 capacity 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.
- 6.11 Each Bidder’s proposal must include the ISO-NE FCA Wind Qualification Template spreadsheet to approximate the qualified capacity associated with its proposed project, and if the bidder has not completed an ISO-NE preliminary non-binding overlapping impact study but has provided an equivalent third-party overlapping impact study, the bidder should include a description of how the ISO-NE FCA Wind Qualification Template spreadsheet was utilized in that analysis. The final amount of capacity will be determined under the FCAQ process. In addition, bidders are encouraged to provide any additional data, studies, or information on forecast methodologies they believe would

Affordable Clean Energy Security Act for Renewable Energy Request For Proposal  
facilitate analysis of their bids' Wind Qualification analysis.

- 6.12 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. Provide a description of the findings of the deliverability constraint analysis, including but not limited to a list of thermal overloads and voltage violations identified.
- 6.13 Bidders shall 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.
- 6.14 Provide a copy of an interconnection agreement, if any, executed by the bidder with respect to the proposed project. If an interconnection agreement has not been executed, please provide the steps that need to be completed before an interconnection agreement can be executed and the associated timeline. Please also provide the status and expected completion date of any additional interconnection studies already underway with ISO-NE and/or the transmission owner. All studies must follow the current ISO-NE interconnection procedures and detail any assumptions regarding resources and corresponding network upgrades ahead of the project in the ISO-NE interconnection queue. All network upgrades and assumptions identified in these studies must be clearly documented and included in the bid price.
- 6.15 Please provide cost estimates for any necessary network upgrades identified in the studies identified.
- 6.16 Provide the electrical models of all energy resources supporting the proposed project in accordance with the filing requirements of the ISO-NE Tariff Schedule 22 and 23.
- 6.17 Provide a copy of an electrical one-line diagram showing the interconnection facilities, the relevant facilities of the transmission and/or distribution provider, and any required network upgrades identified in the studies required in section 6 of this document.
- 6.18 Specify and describe the current or new interconnection facilities (lines, transformers, switching equipment, system protection and controls, etc.) that bidder owns or is intending to construct or have constructed in order to deliver the proposed energy.
- 6.19 Incremental data requirements:
1. IDV file(s) in PSSE v34 format modeling all upgrades to the transmission network identified in the studies required in section 6 of this document. If the bidder does not use PSSE, provide in text format necessary modeling data as follows:
    - Line Data:

Voltage	Thermal Ratings
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Affordable Clean Energy Security Act for Renewable Energy Request For Proposal  
Impedances (r, X and B)

Line Length: from to  
(bus numbers and names)

- Transformer data (including Phase shifting transformers if applicable):  
Terminal Voltages Thermal Ratings

Impedance

From To  
(bus numbers and names)

- Reactive compensation models as necessary
- Other changes to the model that would occur due to a Project such as terminal changes for lines/transformer/generator leads/loads etc.

6.20 Please detail with supporting information and studies (as available) that the production/delivery profile contemplated in your proposal reflects constraints or curtailment, if any, after the upgrades that are expected to take place pursuant to interconnection at an equivalent to the CCIS. If the project is planning to make any voluntary upgrades beyond those associated with the CCIS-equivalent standard, as more fully described in the RFP, please describe the transmission network upgrades necessary, their estimated cost (for which the bidder would have cost responsibility), and the impact on the proposed generation schedule by reducing remaining constraints or curtailments.

6.21 REC/Environmental Attribute Delivery Plan

Please provide documentation and information demonstrating that the project will deliver GIS Certificates representing the associated RECs and any other Environmental Attributes, as applicable. The RECs and environmental attributes associated with energy generation must be delivered into Rhode Island Energy's NEPOOL GIS accounts. All bidders must include sufficient information and documentation that demonstrates that the bidder will utilize an appropriate tracking system to ensure a unit-specific accounting of the delivery of unit-specific and unit contingent of energy and RECs.

Please describe whether transfer of all GIS Certificates is authorized under the current ISO-NE GIS rules and protocols, or if a rule or protocol change is required. To the extent such a change is required, please provide regarding the proposal and the process for implanting the change.

**SECTION 7 OF APPENDIX A TO THE RFP  
ENVIRONMENTAL CHARACTERIZATION AND ENVIRONMENTAL AND FISHERIES  
MITIGATION PLAN, PERMIT ACQUISITION PLAN AND ENVIRONMENTAL  
ATTRIBUTES CERTIFICATION**

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This section addresses environmental and other regulatory issues associated with project siting, development, and operations for all aspects of the project (including generation, delivery, interconnection, etc.) and in all jurisdictions (federal, all interested states, etc.).

- 7.1 A description of all regulatory body approvals, such as permits, assents, and licenses for the use and operation of the Eligible Facility site and associated Offshore Delivery Facilities, including zoning, and detail which have been obtained. Provide a detailed plan and timeline to secure the remaining regulatory body approvals for all offshore and onshore routes. Include a project permit and approval assessment which describes, in narrative form, each segment of the process, the required permit or approval, the status of the request or application and the basis for projection of success by the milestone date. All requirements should be included on the project schedule in Section 9. Provide copies of any regulatory body approvals obtained, upon request;
- 7.2 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.
- 7.3 An Environmental Characterization, which refers to a thorough, desktop-level review of the environmental characteristics of both the offshore and onshore areas impacted by the project, including the alternative routes proposed if site control has not been acquired for all real property rights, and provides a review of those areas for natural or cultural resource sensitivity with a description of how this determination was made. If multiple routes are provided or required in your submission, a review of the positive and negative reasoning for each route and a determination of a preferred route is preferred. In addition, the Environmental Characterization must describe the environmental impacts of the Proposed Facility on environmental justice<sup>21</sup> communities and plans to mitigate those impacts.
- 7.4 Environmental and Fisheries Mitigation Plan (EFMP)
- Provide an EFMP per Section 2.2.3.7, including a confirmation of agreeance to the Site and Environmental Data Transparency, Fisheries Compensation, Noise Mitigation, Monitoring Acoustic Attenuation, and Regional Collaboration paragraphs.

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<sup>21</sup> Environmental justice and historically marginalized communities are used interchangeably throughout this RFP.

Affordable Clean Energy Security Act for Renewable Energy Request For Proposal

- 7.5 Explain how the proposed project 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.
- 7.6 Provide documentation demonstrating that the project will be qualified as an eligible renewable energy resource conforming to R.I.G.L. § 39-26-5.
- 7.7 Identify any existing, preliminary, or pending claims or litigation, or matters before any federal agency or any state legislature or regulatory agency that might affect the feasibility of the project or the ability to obtain or retain the required permits for the project.
- 7.8 Describe any investments that will be included with your facility to improve its emissions profile.



**SECTION 8 OF APPENDIX A TO THE RFP  
ENGINEERING AND TECHNOLOGY; COMMERCIAL ACCESS TO EQUIPMENT**

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This section includes questions pertinent to the engineering design and project technology. This section must be completed for a project that includes new facilities or capital investments for both generation and transmission components, if applicable. Bidders should provide information about the specific technology or equipment including the track record of the technology and equipment and other information as necessary to demonstrate that the technology is viable.

- 8.1 Provide a reasonable but preliminary engineering plan which includes the following information:
- i. Type of generation and transmission technology, if applicable
  - ii. Major equipment to be used
  - iii. Manufacturer of the equipment
  - iv. Status of acquisition of the equipment
  - v. Whether the bidder has a contract for the equipment. If not, describe the bidder's plan for securing equipment and the status of any pertinent commercial arrangements
  - vi. Equipment vendors selected/considered
  - vii. History of equipment operations
  - viii. If the equipment manufacturer has not yet been selected, identify in the equipment procurement strategy the factors under consideration for selecting the preferred equipment
  - ix. How the proposed equipment adheres to the domestic supply rules set forth in the Build America, Buy America Act.
- 8.2 If the bidder has not yet selected the major equipment for a project, please provide a list of the key equipment suppliers under consideration, and how the bidder plans to mitigate the risks of long-lead items on the schedule and cost volatility on the financial viability of the project.
- 8.3 Please identify the same or similar equipment by the same manufacturer that are presently in commercial operation including the number installed, installed capacity and estimated generation for the past three years.

Affordable Clean Energy Security Act for Renewable Energy Request For Proposal

- 8.4 For less mature technologies, provide evidence (including identifying specific applications) that the technology to be employed for energy production is ready for transfer to the design and construction phases. Also, address how the status of the technology is being considered in the financial plan for the project.
- 8.5 Please indicate if the bidder has a full and complete list of equipment needed for all physical aspects of the bid, including generation facilities, transmission lead lines, and mandatory and voluntary transmission system upgrades. If not, identify the areas of uncertainty and when the full and complete list of equipment will be identified.
- 8.6 Please indicate if the bidder has secured its equipment for all physical aspects of the bid, including generation facilities, transmission lead lines, and mandatory and voluntary transmission system upgrades. If not, identify the long-lead equipment and describe the timing for securing this equipment.

## SECTION 9 OF APPENDIX A TO THE RFP PROJECT SCHEDULE

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A bidder must demonstrate that its proposal can be developed, financed, and constructed and be technically viable within a commercially reasonable timeframe. The bidder is required to provide sufficient information and documentation that shows that the bidder's resources, process, and schedule are adequate for the acquisition of all real property rights, permits and approvals for all aspects of the project and for the financing of the project consistent with the proposed project milestone dates.

Bidders are required to provide a complete critical path schedule for the project from the notice of selection of the project for contract consideration to the start of commercial operations. For each project element, list the start and end date.

- 9.1 Identify the elements on the critical path. The schedule should include, at a minimum:
- i. Acquisition of all required real property rights necessary for construction and operation;
  - ii. Receipt of all permits necessary to construct and operate the facility;
  - iii. Execution of interconnection agreement with ISO-NE and interconnecting utility;
  - iv. Closing of construction financing;
  - v. Major material purchase order/contract agreements in-place, including turbines, foundations, cables, and substations;
  - vi. Major material delivery for use, including turbines, foundations, cables, and substations;
  - vii. Vessel procurement and/or contracting;
  - viii. Commencement of construction;
  - ix. Commercial Operation Date, and;
  - x. Any other elements that could influence the project schedule (e.g. adherence to Build America, Buy America Act).

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:

- material progress toward and plan for acquisition of all required real property rights;
- commencement of and plan for permitting;
- viable electrical interconnection plan;
- viable wind resource assessment;
- Environmental Characterization;
- Environmental and Fisheries Mitigation Plan ("EFMP");
- viable financing plans;
- evidence of material vendor activity and procurement strategy, and
- viable Construction and Logistics Plan for offshore and onshore work.

- 9.2 Describe what mechanisms the bidder will utilize to mitigate lead time volatility, in order to better meet the project schedule.

**SECTION 10 OF APPENDIX A TO THE RFP  
CONSTRUCTION AND LOGISTICS**

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This section of the proposal addresses necessary arrangements and processes for outfitting, assembly, storage, and deployment of major project components such as turbine nacelles, blades, towers, foundations, and delivery facilities support structures, and other major components associated with delivery facilities and, and the storage facility (as applicable). Please provide a construction plan that captures the following objectives:

- 10.1 Please list the major tasks or steps associated with deployment of the proposed project and the necessary specialized equipment (e.g. vessels, cranes).
- 10.2 Please describe your general approach to contractor management, including how many contractor bid packages you plan on pursuing. Within each contractor bid package, explain who will be manufacturing, transporting, and installing the major equipment, including but not limited to the wind turbines, advanced foundation component, foundations, cabling, offshore substation, and onshore construction work. Please describe any current agreements for this project, and the approach for procuring the remainder.
- 10.3 Please provide documentation to demonstrate site control for all marine terminals and other waterfront facilities that will be used to stage, assemble, and deploy the project for each stage of construction.
  - i. Evidence that the bidder or the equipment/service provider have a valid lease, or option to lease, a marine terminal and/or waterfront facility for construction of the offshore wind energy project (e.g., by virtue of ownership or land development rights obtained from the owner).
  - ii. If not available, describe the status of acquisition of real property rights for necessary marine terminal and/or waterfront facilities, any options in place for the exercise of these rights and describe the plan for securing the necessary real property rights, including the proposed timeline. Include these plans and the timeline in the overall project schedule. Provide any agreements, options, or other materials reflecting the bidder's efforts so far to secure real property rights (and any letters of intent to the extent signed agreements are not in place).
  - iii. Identify any joint use of existing or proposed real property rights for marine terminal or waterfront facilities.
- 10.4 Please describe the proposed approach for staging and deployment of major project components to the project site. Indicate the number, type and size of vessels that will be used, and their respective roles, as well as the projected timing of their use. Please include specific information on how the bidder's deployment strategy will conform to requirements of the Merchant Marine Act of 1920 (the Jones Act).
- 10.5 Please describe how you plan to mitigate the risk of project delays due to lack of availability of wind turbine installation vessels, as well as heavy lift vessels used for foundation and offshore substation installation.

**SECTION 11 OF APPENDIX A TO THE RFP  
OPERATIONS AND MAINTENANCE**

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Projects that can demonstrate that the operation and maintenance (“O&M”) plan, level of funding, and mechanism for funding will ensure reliable operations during the term of the contract or the tariff are preferred.

- 11.1 Provide an O&M plan for the project that demonstrates the long-term operational viability of the proposed project. The plan should include a discussion of the staffing levels proposed for the project, the expected role of the project sponsor or outside contractor, scheduling of major maintenance activity, and the plan for testing equipment.
- 11.2 Describe in detail the proposed O&M funding mechanism and funding levels to support planned and unplanned O&M requirements.
- 11.3 Describe the terms (or expected terms) and the term lengths of the warranties and/or guarantees on major equipment that the bidder is utilizing or proposing to utilize.
- 11.4 Describe the status of the project sponsor in securing any O&M agreements or contracts. Include a discussion of the sponsor’s plan for securing a medium-term or long-term O&M contract, including the expected provider of O&M services.
- 11.5 Provide examples of the bidder’s experience with O&M services for other similar projects.

**SECTION 12 OF APPENDIX A TO THE RFP  
PROJECT MANAGEMENT/EXPERIENCE**

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Bidders are required to demonstrate project experience and management capability to successfully develop (for a project that includes new facilities or capital investment) and operate the project proposed. Rhode Island Energy is particularly interested in project teams that have demonstrated success in projects of similar type, size and technology and, for projects that include new facilities or capital investment, can demonstrate an ability to work together effectively to bring the project to commercial operation in a timely fashion.

- 12.1 Provide an organizational chart for the project that lists the project participants and identifies the corporate structure, including general and limited partners.
- 12.2 For a project that includes new facilities or capital investment, provide statements that list the specific experience of the bidder and each of the project participants (including, when applicable, the bidder, partners, EPC contractor and proposed contractors), in developing, financing, owning, and operating generating or transmission facilities (as applicable), other projects of similar type, size and technology, and any evidence that the project participants have worked jointly on other projects.
- 12.3 Provide a management chart that lists the key personnel dedicated to this project and provide resumes of the key personnel. For Eligible Facilities that are not yet in-service, key personnel of the bidder's development team having substantial project management responsibilities must have:
  - i. Successfully developed one or more projects of similar size or complexity or requiring similar skill sets; **and**
  - ii. For a project that includes new facilities or capital investment, experience in financing power generation projects (or have the financial means to finance the project on the bidder's balance sheet)
- 12.4 Provide a listing of all projects the project sponsor has successfully developed or that are currently under construction. Provide the following information as part of the response:
  - i. Name of the project
  - ii. Location of the project
  - iii. Project type, size, and technology
  - i. A description of the role the bidder had in the project, including if they still currently own and have a role in the operations of each facility
  - ii. Commercial operation date
  - iii. Estimated and actual capacity factor of the project for the past three years
  - iv. Availability factor of the project for the past three years
  - v. References, including the names and current addresses and telephone numbers of individuals to contact for each reference

- 12.5 With regard to the bidder's project team, identify and describe the entity responsible for the following, as applicable:
- i. Construction Period Lender, if any
  - ii. Operating Period Lender and/or Tax Equity Provider, as applicable
  - iii. Financial Advisor
  - iv. Environmental Consultant
  - v. Facility Operator and Manager
  - vi. Owner's Engineer
  - vii. EPC Contractor(s) (if selected)
  - viii. Transmission Consultant
  - ix. Legal Counsel
- 12.6 Provide details of the bidder's experience in ISO-NE other Markets affected by the bid. With regard to bidder's experience with ISO-NE markets, please indicate the entity that will assume the duties of Lead Market Participant for your Project. Please provide a summary of the proposed Lead Market Participant's experience with each of the ISO-NE markets.



SECTION 13 OF APPENDIX A TO THE RFP  
ALTERNATIVE BID PROPOSALS

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13.1 Per Section 2.2.2.5 of the Request for Proposals, bidders may submit alternative project proposals, based on varying aspects of the proposed project:

- Contract Term Length
- Additional Pricing Offer
- Production/Delivery Profile
- In-service Date
- Project Size
- Technology Type
- Delivery Location

Each submitted proposal must be accompanied by a non-refundable bid fee, which will be used to offset the cost of the evaluation of proposals. Bid fee instructions will be sent upon request to bidders who contact the Official Contact listed in Section 3.5.

**SECTION 14 OF APPENDIX A TO THE RFP  
ECONOMIC BENEFITS TO THE STATE OF RHODE ISLAND**

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Bidders must provide annual estimates for all economic benefits, including employment, expenditures, and investments, and identify the specific in-state commitments during the development, construction and operation and maintenance phases of the project. Bidders are required to fill out the Economic Development Summary Sheet workbook provided as an addendum to this Appendix.

- 14.1 For the direct economic benefits to the State of Rhode Island, please provide an estimate of the number of jobs to be created directly during project development and construction (for a project that includes new facilities or capital investment), and during operations, and a general description of the types of jobs created, estimated annual compensation, the employer(s) for such jobs, and the location. Please treat the development, construction, and operation periods separately in your response.
  
- 14.2 Describe the proposed project's commitment to the following: investing in offshore wind-related environmental research, monitoring and mitigation sponsored by the DEM and/or the Rhode Island Coastal Resource Management Council; investing in workforce development and environmental research facilities to support the offshore wind industry; utilizing port facilities and office space; and investing in development activities that directly benefit economically distressed areas and/or low-income populations.
  
- 14.3 Please describe any other direct economic benefits to the State of Rhode Island (either positive or negative) that could result from the proposed project, such as creating property tax revenues or purchasing capital equipment, materials, or services for Rhode Island businesses. Please provide the location(s) where these economic development benefits are expected to occur.
  
- 14.4 To the extent not already specified elsewhere in your response, please describe any additional benefits or impacts associated with the proposed project.
  
- 14.5 The Section 14 Addendum: Economic Development Summary Sheet is a Microsoft Excel workbook provided on [ricleanenergyrfp.com](http://ricleanenergyrfp.com). Please fill out and submit the Section 14 Addendum to accompany responses in this section.

**SECTION 15 TO APPENDIX A TO THE RFP  
DIVERSITY, EQUITY, AND INCLUSION PLAN**

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15.1 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, a Workforce Diversity Plan, a Supplier Diversity Plan, and a DEI Stakeholder Engagement Plan.

15.1.1 The Workforce Diversity Plan should include descriptions of each type, duration, and salary bands of the employment created, as well as identify the recruitment efforts aimed at hiring diverse candidates for these employment opportunities. This plan should include goals for Workforce Diversity, as well as a plan for monitoring success against these goals, how the metrics will be calculated, how often they will be calculated and reported, and a process for improving the process over time if goals are not met. If a significant portion of the labor force will be sub-contracted, the plan should be inclusive of sub-contractors.

15.1.2 The Supplier Diversity Program should include descriptions of the subcontracting, vendor, investor, and ancillary (operational) business opportunities that will be provided by diverse businesses, as well as identify the efforts aimed at engaging diverse candidates for these opportunities. This plan should include a form of expenditure goals for Supplier Diversity, as well as a plan for monitoring success against these goals, how the metrics will be calculated, how often the metrics will be calculated and reported, and a process for improving the process over time if goals are not met.

15.1.3 The DEI Stakeholder Engagement Plan considers how the bidder will engage with project stakeholders. It includes an identification of groups of stakeholders to be included (e.g. tribal communities, economically-disadvantaged communities, environmental justice advocates, and fishing communities), project impacts on each stakeholder and associated mitigation plans, and engagement goals and activities for each group. It also should include a description of community partnerships and evidence of past and current stakeholder engagement.

**SECTION 16 TO APPENDIX A TO THE RFP  
LIST OF RHODE ISLAND VENDORS AND DOMESTIC SUPPLY CHAIN  
OPPORTUNITIES**

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Bidders are required to identify Rhode Island vendors and other domestic offshore wind supply chain opportunities associated with the project.

- 16.1 Please list the Rhode Island vendors that have been identified to potentially supply the project, as well as any Rhode Island vendors that you have an existing commitment with for this project.
- 16.2 Please list the domestic vendors that have been identified to potentially supply the project, as well as any domestic vendors that you have an existing commitment with for this project.
- 16.3 Please identify the project's plans to invest in supply chain and infrastructure improvements to support the offshore wind industry, if any.

**SECTION 17 TO APPENDIX A TO THE RFP  
PLANS FOR CONSTRUCTION LABOR AGREEMENT**

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Bidders are required to submit a plan outlining their intentions with respect to the negotiation of project labor agreements to cover construction activities.

- 17.1 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 or the region. The maintenance of such labor peace agreement will be an ongoing material condition of any continuation of payments under the PPA.

Describe the Bidder's plan to enter into a labor peace agreement and/or plan for project employee representation by a labor organization.

- 17.2 Bidders must 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, or other applicable laws, rules or regulations in the state or region, 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, or other applicable laws, rules or regulations in the state or region. Bidders must also commit to pay benefits and wages not less than the rate applicable to apprentices for the pertinent classification prescribed by the Rhode Island Department of Labor and Training, or other applicable laws, rules or regulations in the state or region if the worker is a participant in an approved apprenticeship program and the approved apprenticeship program maintains a direct entry agreement with a certified pre-apprenticeship training program.

Describe the Bidder's plan to compensate project employees and apprentices not less than the prevailing wage.

SECTION 18 TO APPENDIX A TO THE RFP  
EXCEPTIONS TO FORM PPAS

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Please attach an explanation of any exceptions to the Form PPA set forth in Appendix C. Comments to the proposed Form PPA must include any specific alternative provisions in a redline format to the Form PPA. **Bidders are discouraged from proposing material changes to the Form PPA.**

SECTION 19 OF APPENDIX A TO THE RFP  
EXCEPTIONS TO COMMITMENT AGREEMENT

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Please attach an explanation of any exceptions to the Commitment Agreement set forth in Appendix E to this Notice, including any specific alternative provisions in a redline format to the Commitment Agreement.

Bidders must include a marked version showing any proposed changes to the Commitment Agreement with their bid, and it is assumed that bidders would be willing to execute the marked-up agreement included in their bids. **Bidders are discouraged from proposing material changes to the Commitment Agreement.**

## **APPENDIX B**

### **ACES Statute**



**2022 -- S 2583 SUBSTITUTE B**

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LC005372/SUB B/2  
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**STATE OF RHODE ISLAND**

**IN GENERAL ASSEMBLY**

**JANUARY SESSION, A.D. 2022**

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A N A C T

RELATING TO PUBLIC UTILITIES AND CARRIERS -- AFFORDABLE CLEAN ENERGY  
SECURITY ACT

Introduced By: Senators Euer, Ruggerio, Sosnowski, Felag, McCaffrey, Goodwin,  
Miller, Coyne, DiMario, and Lawson

Date Introduced: March 10, 2022

Referred To: Senate Environment & Agriculture

(Governor)

It is enacted by the General Assembly as follows:

1           SECTION 1. Sections 39-31-2, 39-31-4, 39-31-5, 39-31-6 and 39-31-7 of the General  
2 Laws in Chapter 39-31 entitled "Affordable Clean Energy Security Act" are hereby amended to  
3 read as follows:

4           **39-31-2. Purpose.**

5           The purpose of this chapter is to:

6           (1) Secure the future of the Rhode Island and New England economies, and their shared  
7 environment, by making [state and/or](#) coordinated, cost-effective, strategic investments in energy  
8 resources and infrastructure such that the New England states improve energy system reliability  
9 and security; enhance economic competitiveness by reducing energy costs to attract new  
10 investment and job growth opportunities; and protect the quality of life and environment for all  
11 residents and businesses;

12           (2) Utilize [state and/or](#) coordinated competitive processes, in collaboration with other New  
13 England states and their instrumentalities, to advance strategic investment in energy infrastructure  
14 and energy resources, provided that the total energy security, reliability, environmental, and  
15 economic benefits to the state of Rhode Island and its ratepayers exceed the costs of the projects,  
16 and ensure that the benefits and costs of the energy infrastructure investments are shared  
17 appropriately among the New England States; and

18           (3) Encourage ~~a multistate or regional~~ [an](#) approach to energy policy that advances the

1 objectives of achieving a reliable, clean-energy future that is consistent with meeting ~~regional~~  
2 greenhouse gas reduction goals [as established by chapter 6.2 of title 42 \(the "2021 act on climate"\)](#)  
3 at reasonable cost to ratepayers.

4 **39-31-4. Regional energy planning.**

5 (a) Consistent with the purposes of this chapter, and utilizing regional stakeholder  
6 processes where appropriate, the office of energy resources, in consultation and coordination with  
7 the division of public utilities and carriers, [and](#) the public utility company that provides electric  
8 distribution as defined in § 39-1-2(a)(12) as well as natural gas as defined in § 39-1-2(a)(17), ~~the~~  
9 ~~New England States Committee on Electricity (NESCOE), ISO New England, Inc., and the other~~  
10 ~~New England states~~ is authorized to:

11 (1) Participate in the development and issuance of [state](#), regional or multistate competitive  
12 solicitation(s) for the development and construction of regional electric-transmission projects that  
13 would allow for the reliable transmission of large- or small-scale domestic or international  
14 hydroelectric power to New England load centers that will benefit the state of Rhode Island and its  
15 ratepayers, and such solicitations may be issued by the New England States Committee on  
16 Electricity or the electric or natural gas distribution company to further the purposes of this chapter;

17 (2) Participate in the development and issuance of [state](#), regional or multistate competitive  
18 solicitation(s) for the development and construction of regional electric-transmission projects that  
19 would allow for the reliable transmission of eligible renewable energy resources, [including offshore](#)  
20 [wind](#) as defined by § 39-26-5(a), to New England load centers that will benefit the state of Rhode  
21 Island and its ratepayers, and the solicitations may be issued by the New England States Committee  
22 on Electricity or the electric or natural gas distribution company to further the purposes of this  
23 chapter; and

24 (3) Participate in the development and issuance of regional or multistate competitive  
25 solicitation(s) for the development and construction of regional natural-gas-pipeline infrastructure  
26 and capacity that will benefit the state of Rhode Island and its ratepayers by strengthening energy  
27 system reliability and security and, in doing so, potentially mitigate energy price volatility that  
28 threatens the economic vitality and competitiveness of Rhode Island residents and businesses. The  
29 solicitations may be issued by the New England States Committee on Electricity or the electric or  
30 natural gas distribution company to further the purposes of this chapter; and the solicitations may  
31 request proposals that are priced in increments to allow for the evaluation of project costs and  
32 benefits associated with adding various levels of additional, natural gas pipeline capacity into New  
33 England and assist with the optimization of energy system reliability, economic, and other benefits  
34 consistent with the purposes of this chapter.

1 (4) As part of any such [state](#), regional or multistate competitive solicitation processes  
2 conducted pursuant to this chapter, the office of energy resources shall work jointly with the  
3 division of public utilities and carriers, and with the electric distribution company as appropriate,  
4 to identify incremental, natural-gas-pipeline infrastructure and capacity and/or electric-  
5 transmission projects that optimize energy reliability, economic, environmental, and ratepayer  
6 impacts for Rhode Island, consistent with the legislative findings and purpose of this chapter. The  
7 office of energy resources and division of public utilities and carriers shall be authorized to utilize  
8 expert consultants, as needed, to assist in any [state](#), regional, multistate, or state-level determination  
9 related to the procurement activities identified in § 39-31-5.

10 (b) Prior to any binding commitments being made by any agencies of the state, the electric  
11 distribution company, or any other entity that would result in costs being incurred directly, or  
12 indirectly, by Rhode Island electric and/or gas consumers through distribution or commodity rates,  
13 the office of energy resources and division of public utilities and carriers shall jointly file any  
14 energy infrastructure project recommendation(s) with the public utilities commission and may  
15 make such filing jointly with the electric or natural gas distribution company as appropriate. The  
16 public utilities commission shall consider any such recommendation(s) as specified under § 39-31-  
17 7.

18 (c) A copy of the filing made under subsection (b) of this section shall be provided to the  
19 governor, the president of the senate, the speaker of the house, the department of environmental  
20 management, and the commerce corporation.

21 (d) The electric distribution company shall be provided with a copy of any filing made  
22 under this section at least ten (10) business days in advance of its filing with the public utilities  
23 commission and the electric or gas distribution utility may file separate comments when the filing  
24 is made.

25 (e) As part of any office of energy resources and division of public utilities and carriers  
26 filing made pursuant to this chapter, the agencies shall identify the expected energy reliability,  
27 energy security, and ratepayer impacts that are expected to result from commitments being made  
28 in connection with the proposed project(s).

29 (f) The office of energy resources and division of public utilities and carriers reserve the  
30 right to determine that energy infrastructure projects submitted in any [state](#), regional or multistate  
31 competitive solicitation process are not in Rhode Island's energy reliability, energy security, and/or  
32 ratepayer interests, and shall make such findings available to the governor, the president of the  
33 senate, and the speaker of the house. The electric or gas distribution utility may attach a separate  
34 opinion to those findings, at its election.

1            **39-31-5. Regional energy procurement State and regional energy procurement.**

2            (a) Consistent with the purposes of this chapter, the public utility company that provides  
3 electric distribution as defined in § 39-1-2(a)(12), as well as natural gas as defined in § 39-1-  
4 2(a)(17), in consultation with the office of energy resources and the division of public utilities and  
5 carriers is authorized to voluntarily participate in [state](#), multistate or regional efforts to:

6            (1) Procure domestic or international large- or small-scale hydroelectric power and eligible  
7 renewable energy resources, including wind, as defined by § 39-26-5(a), on behalf of electric  
8 ratepayers; provided, however, that large-scale hydroelectric power shall not be eligible under the  
9 renewable energy standard established by chapter 26 of this title;

10           (2) Procure incremental, natural-gas-pipeline infrastructure and capacity into New England  
11 to help strengthen energy system reliability and facilitate the economic interests of the state and its  
12 ratepayers;

13           (3) Support the development and filing of necessary tariffs and other appropriate cost-  
14 recovery mechanisms, as proposed by the office of energy resources or the division of public  
15 utilities and carriers, that allocate the costs of new, electric-transmission and natural-gas-pipeline  
16 infrastructure and capacity projects selected pursuant to the provisions of this chapter to ratepayers,  
17 such that costs are shared among participating states in an equitable manner; and

18           (4) To the extent that the public utility company that provides electric distribution as  
19 defined in § 39-1-2(a)(12), as well as natural gas as defined in § 39-1-2(a)(17), pursues the  
20 objectives identified above, the public utility company shall utilize all appropriate, competitive  
21 processes, and maintain compliance with applicable federal and state siting laws.

22           (b) Any procurement authorized under this section shall be commercially reasonable.

23           **39-31-6. Utility filings with the public utilities commission.**

24           (a) Pursuant to the procurement activities in § 39-31-5 [or § 39-31-10](#), the public utility  
25 company that provides electric distribution as defined in § 39-1-2(a)(12), as well the public utilities  
26 that distribute natural gas as provided by § 39-1-2(a)(20), are authorized to voluntarily file  
27 proposals with the public utilities commission for approval to implement these policies and achieve  
28 the purposes of this chapter. The company's proposals may include, but are not limited to the,  
29 following authorizations:

30           (1) Subject to review and approval of the commission, to enter into long-term contracts  
31 through appropriate competitive processes for large- or small-scale hydroelectric power and/or  
32 renewable energy resources that are eligible under the renewable energy standard established by  
33 chapter 26 of this title; provided, however, that large-scale hydroelectric power shall not be eligible  
34 under the renewable energy standard established by chapter 26 of this title, and provided that:

1 (i) The electric distribution company may, subject to review and approval of the  
2 commission, select a reasonable, open, and competitive method of soliciting proposals from  
3 renewable energy developers, including domestic or international large- or small-scale  
4 hydroelectric power, that may include public solicitations and individual negotiations.

5 (ii) The solicitation process shall permit a reasonable amount of negotiating discretion for  
6 the parties to engage in arms-length negotiations over final contract terms.

7 (iii) Each long-term contract entered into pursuant to this section shall contain a condition  
8 that it shall not be effective without commission review and approval.

9 (iv) The electric distribution company shall file the contract(s), [or unsigned contract\(s\)](#)  
10 [pursuant to § 39-31-10\(c\)](#) along with a justification for its decision, within a reasonable time after  
11 it has executed the contract following a solicitation or negotiation.

12 (v) Subject to review and approval of the public utilities commission, to enter into long-  
13 term contracts for natural-gas-pipeline infrastructure and capacity that are commercially reasonable  
14 and advance the purposes of this chapter at levels beyond those commitments necessary to serve  
15 local gas distribution customers, and may do so either directly, or in coordination with, other New  
16 England states and instrumentalities; utilities; generators; or other appropriate contracting parties.

17 (vi) The commission shall accept public comment on any contracts filed by the distribution  
18 utility, as authorized under this section, for a period no less than thirty (30) days.

19 (A) During this public comment period, the contracts shall be reviewed by the following  
20 state agencies, which shall provide advisory opinions to the public utilities commission on the  
21 topics specified, and the public utilities commission shall give due consideration to the advisory  
22 opinions filed:

23 (I) The department of environmental management (DEM) shall provide an advisory  
24 opinion on the expected greenhouse gas emissions and statewide environmental impacts resulting  
25 from the proposed contract(s), [including a determination as to whether the proposed project\(s\)](#)  
26 [advance the goals of chapter 6.2 of title 42 \(the "2021 Act on Climate"\)](#).

27 (II) The commerce corporation shall provide an advisory opinion on the expected statewide  
28 economic impacts resulting from the proposed contract(s).

29 (III) The office of energy resources shall provide an advisory opinion on the expected  
30 energy security, reliability, environmental, and economic impacts resulting from the contract(s).

31 (B) The commission shall notify the aforementioned agencies upon the filing of any  
32 contract filed by the distribution utility pursuant to this chapter, and notify them of any related  
33 hearings and/or proceedings.

34 (C) Advisory opinions issued by agencies designated under subsection (a)(1)(vi)(A) of this

1 section shall not be considered as final decisions of the agencies making the opinions, and shall not  
2 be subject to judicial review under § 42-35-15, or any other provision of the general laws.

3 (vii) The commission ~~may~~ shall approve the contract(s) if it determines that:

4 (A) The contract is commercially reasonable;

5 (B) The requirements for the solicitation have been met;

6 (C) The contract is consistent with achievement of the ~~region's~~ state's, greenhouse gas  
7 reduction targets as specified in chapter 6.2 of title 42 (the "2021 Act on Climate"); and

8 (D) The contract is consistent with the purposes of this chapter.

9 (viii) Participate in a multistate or regional sharing of costs through the Federal Energy  
10 Regulatory Commission-approved tariffs for the costs of electric transmission and natural-gas-  
11 pipeline infrastructure projects pursued under this chapter.

12 (b) The commission shall hold evidentiary hearings and public hearings to review any  
13 contract filing that may be made pursuant to this section and issue a written order approving or  
14 rejecting the contract within one hundred twenty (120) days of the filing; in rejecting a contract,  
15 the commission may advise the parties of the reason for the contract being rejected and provide an  
16 option for the parties to attempt to address the reasons for rejection in a revised contract within a  
17 specified period not to exceed ninety (90) days.

18 **39-31-7. Duties of the commission.**

19 (a) The commission ~~may~~ shall approve any proposals made by the electric and gas  
20 distribution company that are commercially reasonable and advance the purposes of this chapter.  
21 The commission's authority shall include, without limitation, the authority to:

22 (1) Approve long-term contracts entered into pursuant to the goals and provisions of this  
23 chapter for large- or small-scale hydroelectric power and renewable energy resources that are  
24 eligible under the renewable energy standard established by chapter 26 of this title; provided,  
25 however, that large-scale hydroelectric power shall not be eligible under the renewable energy  
26 standard established by chapter 26 of this title;

27 (2) Approve long-term contracts for natural-gas-pipeline infrastructure and capacity  
28 consistent with the purposes of this chapter;

29 (3) Approve rate-recovery mechanisms proposed by the electric and gas distribution  
30 companies relating to costs incurred under this chapter by the electric and gas distribution company  
31 that facilitate the multistate or regional sharing of costs necessary to implement electric  
32 transmission and natural-gas-pipeline infrastructure projects pursued under this chapter, including  
33 any costs incurred through the Federal Energy Regulatory Commission approved tariffs related to  
34 such multistate or regional energy infrastructure procurements;

1 (4) Address any proposed changes to standard-offer procurements, standard-offer pricing,  
2 and retail-choice rules;

3 (5) Provide for the recovery of reasonable net costs from all distribution customers incurred  
4 by the electric and gas distribution company in furtherance of the purposes of this chapter that may  
5 include, but are not limited to, costs to solicit, evaluate, and seek approval of such contracts as well  
6 as net costs incurred under any contracts approved by the commission under this section and costs  
7 associated with the management of incremental capacity resulting from interstate gas-pipeline-  
8 expansion projects pursued pursuant to this chapter and costs associated with investments in local  
9 gas-distribution-network assets necessary to implement such interstate gas-pipeline-expansion  
10 projects;

11 (6) Nothing herein is intended to prohibit the commission from allowing the electric  
12 distribution company to use the energy, capacity, and other attributes purchased for resale to  
13 customers and approve tariffs that charge those customers for the energy, capacity, and other  
14 attributes from the resale to those customers; and/or to use the NE-GIS certificates for purposes of  
15 meeting the obligations set forth in chapter 26 of title 39 ("renewable energy standard").

16 ~~(6)~~(7) Approve cost allocation proposals filed by the gas distribution company and/or the  
17 electric distribution company that appropriately allocate offshore wind costs incurred under § 39-  
18 31-10, natural gas infrastructure and capacity costs incurred under § 39-31-6 between electric and  
19 gas distribution customers of the electric and gas distribution company in a manner proportional to  
20 the energy benefits accrued by Rhode Island's gas and electric customers from making such  
21 investments. In making its determination, the commission shall consider projected reductions in  
22 regional, wholesale electric prices as a benefit that accrues to electric ratepayers. The allocation of  
23 costs shall include all distribution customers, regardless from whom they are purchasing their  
24 commodity service; and

25 ~~(7)~~(8) Approve any other proposed regulatory or ratemaking changes that reasonably  
26 advance the goals set forth herein.

27 (b) The grant of authorizations under this chapter shall not be construed as creating a  
28 mandate or obligation on the part of the electric and gas distribution company to enter into any  
29 contracts or file any proposals pursuant to this chapter.

30 (c) The public utilities commission shall docket any proposals made by the office of energy  
31 resources and division of public utilities and carriers pursuant to § 39-31-4. Docket materials shall  
32 be posted and maintained on the commission's website. The commission shall conduct proceedings,  
33 as provided below, solely for the purpose of determining whether the proposed infrastructure  
34 projects, if implemented, are in the public interest and no commitments shall be valid or authorized

1 without such finding being made by the commission. The validity and approval of any  
2 commitments made by the electric or gas distribution company in furtherance of the purposes of  
3 this chapter shall be separate and subject to § 39-31-5. The docket opened pursuant to this  
4 subsection shall proceed as follows:

5 (1) The following state agencies shall provide advisory opinions to the commission on the  
6 topics specified below within sixty (60) days from the docketing date:

7 (i) The department of environmental management (DEM) shall provide an advisory  
8 opinion on the expected greenhouse gas emissions and statewide environmental impacts resulting  
9 from the proposed project(s), including a determination as to whether the proposed project(s)  
10 advance the goals of chapter 6.2 of title 42 (the "2021 Act on Climate").

11 (ii) The commerce corporation shall provide an advisory opinion on the expected statewide  
12 economic impacts resulting from the proposed project(s).

13 (2) The commission shall notify the aforementioned agencies upon the filing of any  
14 proposal made under this section, and notify them of any related hearings and/or proceedings.

15 (3) Advisory opinions issued by agencies designated under subsection (c)(1) of this section  
16 shall not be considered as final decisions of the agencies making the opinions and shall not be  
17 subject to judicial review under § 42-35-15 or any other provision of the general laws.

18 (4) Upon completion of the sixty-day (60) advisory-opinion period, the commission shall  
19 provide for a thirty-day (30) public comment period on any energy infrastructure project(s) selected  
20 pursuant to this chapter and hold evidentiary hearings. In addition to evidentiary hearings, the  
21 commission shall also hold at least one public hearing to accept public comment on the proposal(s)  
22 prior to an open meeting held pursuant to this section.

23 (5) The commission shall hold an open meeting no later than one hundred twenty (120)  
24 days from the date of filing by the office of energy resources and division of public utilities and  
25 carriers and shall certify that the proposed project(s) are in the public interest if, in the commission's  
26 determination, and in consideration of filed advisory opinions and the opinion of the electric or gas  
27 distribution utility, the proposed infrastructure project(s):

28 (i) Are consistent with the findings and purposes of this chapter;

29 (ii) Will benefit Rhode Island by improving local and regional energy system reliability  
30 and security;

31 (iii) Will benefit Rhode Island ratepayers by offering the potential for reduced energy price  
32 volatility and reduction of energy supply costs in the context of an integrated regional energy  
33 system;

34 (iv) Will not cause unacceptable harm to the environment and are consistent with the



1 ~~region's~~ greenhouse gas reduction goals [established in chapter 6.2 of title 42 \(the "2021 Act on](#)  
2 [Climate"\)](#); and

3 (v) Will enhance the economic fabric of the state.

4 (6) The commission shall issue a written determination of its findings within ten (10)  
5 business days of its open-meeting decision and provide copies of that determination, along with  
6 copies of all advisory opinions, public comment, and any other materials deemed relevant to the  
7 commission determination, to the governor, the president of the senate, the speaker of the house,  
8 the commissioner of the office of energy resources, and the administrator of the division of public  
9 utilities and carriers.

10 (d) A determination issued by the commission shall constitute the sole, final, binding, and  
11 determinative regulatory decision within the state for the purpose of authorizing the state to support  
12 a proposed, regional energy-infrastructure project(s) that is funded through the Federal Energy  
13 Regulatory Commission approved tariffs on a regional and/or multistate basis pursuant to this  
14 chapter. Appeals shall be governed by § 39-5-1.

15 (e) Upon issuance of a written determination by the commission finding that the proposed  
16 project(s) is in the public interest, the office of energy resources and division of public utilities and  
17 carriers shall, on behalf of the state, be authorized to support any [state](#), regional and/or multistate  
18 process necessary to implement the project(s), including, without limitation, supporting any  
19 necessary and related Federal Energy Regulatory Commission filings; provided, however, that any  
20 commitments made by the electric or gas distribution company to implement the proposals remain  
21 voluntary and subject to § 39-31-5.

22 (f) Nothing in this section shall be construed to preclude the electric or gas distribution  
23 company from making a filing under § 39-31-6, simultaneous with a filing under this section by  
24 the office of energy resources and the division of public utilities and carriers, in which case the  
25 filings made under §§ 39-31-6 and 39-31-7 shall be consolidated.

26 SECTION 2. Section 39-26.1-4 of the General Laws in Chapter 39-26.1 entitled "Long-  
27 Term Contracting Standard for Renewable Energy" is hereby amended to read as follows:

28 **39-26.1-4. Financial remuneration and incentives.**

29 In order to achieve the purposes of this chapter, electric distribution companies shall be  
30 entitled to financial remuneration and incentives for long-term contracts for newly developed  
31 renewable energy resources, which are over and above the base rate revenue requirement  
32 established in its cost of service for distribution ratemaking. Such remuneration and incentives shall  
33 compensate the electric distribution company for accepting the financial obligation of the long-  
34 term contracts. The financial remuneration and incentives described in this section shall apply only

1 to long-term contracts for newly developed renewable energy resources. For long-term contracts  
2 approved pursuant to this chapter before January 1, 2022, the ~~The~~ financial remuneration and  
3 incentives shall be in the form of annual compensation, equal to two and three quarters percent  
4 (2.75%) of the actual annual payments made under the contracts for those projects that are  
5 commercially operating, unless determined otherwise by the commission at the time of approval.  
6 For long-term contracts approved pursuant to this chapter on or after January 1, 2022, including  
7 contracts above the minimum long-term contract capacity, the financial remuneration and  
8 incentives shall be in the form of annual compensation up to one percent (1.0%) of the actual annual  
9 payments made under the contracts through December 31, 2026 for those projects that are  
10 commercially operating. For all long-term contracts approved pursuant to this chapter on or after  
11 January 1, 2027, financial remuneration and incentives shall not be applied, unless otherwise  
12 granted by the commission. For any calendar year in which the electric distribution company's  
13 actual return on equity exceeds the return on equity allowed by the commission in the electric  
14 distribution company's last general rate case, the commission shall have the authority to adjust any  
15 or all remuneration paid to the electric distribution company pursuant to this section in order to  
16 assure that such remuneration does not result in or contribute toward the electric distribution  
17 company earning above its allowed return for such calendar year.

18 SECTION 3. Chapter 39-31 of the General Laws entitled "Affordable Clean Energy  
19 Security Act" is hereby amended by adding thereto the following sections:

20 **39-31-10. Offshore Wind Procurement.**

21 (a) The electric distribution company is hereby authorized and required to issue a request  
22 for proposals for at least six hundred megawatts (600 MW) but no greater than one thousand  
23 megawatts (1,000 MW) of newly-developed offshore wind capacity no later than October 15, 2022.  
24 The electric distribution company shall develop the request for proposals (RFP) in consultation  
25 with the Rhode Island office of energy resources and the Rhode Island division of public utilities  
26 and carriers. Review of any proposed contract(s) resulting from this procurement shall be  
27 conducted by the commission consistent with the requirements of this chapter. The request for  
28 proposals shall require all bidders to provide, at a minimum, information on potential  
29 environmental impacts through the submittal of an environmental and fisheries mitigation plan,  
30 which shall include site and environmental data transparency requirements; a site layout plan and  
31 maps that illustrate the location of all on-shore and offshore equipment and facilities and clearly  
32 delineates the perimeter of the area in which offshore wind turbines will be placed; annualized  
33 estimates for all economic benefits, including the specific in-state expenditures and employment  
34 proposed during the development, construction and operation and maintenance phases of the

1 project; a diversity, equity and inclusion plan that, at a minimum, provides the bidder's proposed  
2 strategy to enable access to employment and vendor opportunities for historically marginalized  
3 communities; identification of Rhode Island vendors and other domestic offshore wind supply  
4 chain opportunities associated with the project; and a plan outlining the bidder's intentions with  
5 respect to the negotiation of a project labor agreement(s) to cover construction activities on a  
6 proposed project. This information shall be incorporated in the procurement's evaluation and  
7 scoring criteria.

8 (b) The electric distribution company, prior to its issuance, shall file the RFP as described  
9 in § 39-31-10(a) with the commission solely for the purpose of soliciting public comment. The RFP  
10 shall be available for thirty (30) days and the commission shall accept written comment throughout  
11 that period, and it shall hold one public hearing to accept oral comments. Following the public  
12 comment period, the electric distribution company shall issue the RFP with no further action of the  
13 commission. Should the electric distribution company subsequently file a contract resulting from  
14 the RFP under subsection (c) of this section, or an alternative filing under subsection (d) of this  
15 section, it shall provide testimony responding to the public comments either indicating how it was  
16 incorporated into the final filing or was not germane to the procurement.

17 (c) Unless the electric distribution company determines that the bids are unlikely to lead to  
18 contracts that comply with all of the requirements of this section and § 39-31-6, it shall select a  
19 project or projects for negotiating a contract that shall be conditioned upon approval by the  
20 commission. Negotiations shall proceed in good faith to achieve a commercially reasonable  
21 contract that meets the standards set forth in this chapter. Should the distribution company and the  
22 selected party agree to a contract, the contract shall be filed with the commission no later than  
23 March 15, 2024, for commission approval. The commission shall review the contract and issue an  
24 order approving or disapproving the contract within one hundred twenty (120) days of the filing. If  
25 the parties are unable to reach agreement on a contract prior to March 15, 2024, an unsigned copy  
26 noting which items have mutual agreement and providing each parties' preferred terms that remain  
27 in dispute shall be filed with the commission by the electric distribution company prior to that same  
28 date. The commission shall have the authority to evaluate the unsigned contract consistent with the  
29 terms of this chapter, rule on any outstanding terms in dispute, and order the electric distribution  
30 company to execute the approved contract. In such case of a disputed contract, the commission has  
31 the discretion to extend the deadline for approval as needed to complete its review.

32 (d) If the electric distribution company determines that the bids are unlikely to lead to  
33 contracts that meet all of the requirements of this section and § 39-31-6, it shall submit a filing to  
34 the commission together with testimony to explain why it should not be required to negotiate a

1 contract. The commission shall review and rule on the filing within ninety (90) days, which review  
2 shall include soliciting input from the agencies required to provide advisory opinions to the  
3 commission, and public comment. If the electric distribution company fails to show that the bids  
4 are unlikely to lead to a contract that meets all the requirements of this section and § 39-3-6 the  
5 commission may order the utility to proceed with negotiations as set forth in subsection (c) of this  
6 section.

7 (e) Long-term contracts shall require that developers of newly developed renewable energy  
8 resources will enter into a labor peace agreement with at least one bona fide labor organization  
9 either where such bona fide labor organization is actively representing employees providing  
10 necessary construction, operations and maintenance services for the newly developed renewable  
11 energy resource at the time of such agreement or upon notice by a bona fide labor organization that  
12 is attempting to represent employees who will provide necessary operations and maintenance  
13 services for the renewable energy system employed in the state. The maintenance of such a labor  
14 peace agreement shall be an ongoing material condition of any continuation of payments under the  
15 contract.

16 (f) Developers of newly developed renewable energy resources shall pay each construction,  
17 operations and maintenance employees wages and benefits that are not less than the prevailing  
18 wage and fringe benefit rates at the journeyman level that are prescribed by the department of labor  
19 and training pursuant to chapter 13 of title 37, for the corresponding classification in which the  
20 employee is employed, and not less than the prevailing wage rates for employees for which there  
21 is no classification prescribed by the department of labor and training; provided that, a worker may  
22 be paid wages and benefits not less than the rate applicable to apprentices for the pertinent  
23 classification if:

24 (1) The worker is a participant in an approved apprenticeship program; and

25 (2) The approved apprenticeship program from which the apprentice is hired maintains a  
26 direct entry agreement with a certified pre-apprenticeship training program

27 (g) Solicitations by the electric distribution company shall reflect the requirements of this  
28 section.

29 **39-31-11. Financial remuneration and incentives.**

30 In order to achieve the purposes of this chapter, electric distribution companies shall be  
31 entitled to financial remuneration and incentives for long-term contracts for newly developed  
32 renewable energy resources, which are over and above the base rate revenue requirement  
33 established in its cost of service for distribution ratemaking. Such remuneration and incentives shall  
34 compensate the electric distribution company for accepting the financial obligation of the long-

1 term contracts. For long-term contracts approved pursuant to this chapter on or after January 1,  
2 2022, the financial remuneration and incentives shall be in the form of annual compensation up to  
3 one percent (1.0%) of the actual annual payments made under the contracts through December 31,  
4 2026 for those projects that are commercially operating. For long-term contracts approved pursuant  
5 to this chapter on or after January 1, 2027, financial remuneration and incentives shall not be  
6 applied, unless otherwise granted by the commission. For any calendar year in which the electric  
7 distribution company's actual return on equity exceeds the return on equity allowed by the  
8 commission in the electric distribution company's last general rate case, the commission shall have  
9 the authority to adjust any or all remuneration paid to the electric distribution company pursuant to  
10 this section in order to assure that such remuneration does not result in or contribute toward the  
11 electric distribution company earning above its allowed return for such calendar year.

12 **39-31-12. Bid fees.**

13 Bidders submitting project proposals responsive to any competitive procurements issued  
14 pursuant to this chapter may be charged bid fees by the electric distribution company to pay for all  
15 reasonable costs of consultants and counsel that may be hired by the Rhode Island office of energy  
16 resources, the division of public utilities and carriers, the commerce corporation, and/or the  
17 department of environmental management to meet the requirements of this chapter, up to a cap of  
18 two hundred thousand dollars (\$200,000) per agency. Any bid fees collected by the electric  
19 distribution company for purposes of implementing this subsection must be specified in  
20 procurement documents. The electric distribution company shall be required to transfer to each  
21 agency any invoiced funds within thirty (30) days of invoice receipt.

22 SECTION 4. This act shall take effect upon passage, except as otherwise provided within  
23 the statute.

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LC005372/SUB B/2  
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EXPLANATION  
BY THE LEGISLATIVE COUNCIL  
OF

A N A C T

RELATING TO PUBLIC UTILITIES AND CARRIERS -- AFFORDABLE CLEAN ENERGY  
SECURITY ACT

\*\*\*

- 1           This act would amend the affordable clean energy security act and the long-term
- 2           contracting standard for renewable energy.
- 3           This act would take effect upon passage, except as otherwise provided within the statute.

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LC005372/SUB B/2  
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## **APPENDIX C**

**Draft Contract (Posted Separately)**

## **APPENDIX D**

### **RI Confidentiality Requirements**



# **Title 38**

## **Public Records**

### **Chapter 2**

#### **Access to Public Records**

##### **§ 38-2-1. Purpose.**

The public's right to access to public records and the individual's right to dignity and privacy are both recognized to be principles of the utmost importance in a free society. The purpose of this chapter is to facilitate public access to public records. It is also the intent of this chapter to protect from disclosure information about particular individuals maintained in the files of public bodies when disclosure would constitute an unwarranted invasion of personal privacy.

##### **§ 38-2-2. Definitions.**

As used in this chapter:

(1) "Agency" or "public body" means any executive, legislative, judicial, regulatory, or administrative body of the state, or any political subdivision thereof; including, but not limited to: any department, division, agency, commission, board, office, bureau, authority; any school, fire, or water district, or other agency of Rhode Island state or local government that exercises governmental functions; any authority as defined in § 42-35-1(b); or any other public or private agency, person, partnership, corporation, or business entity acting on behalf of and/or in place of any public agency.

(2) "Chief administrative officer" means the highest authority of the public body.

(3) "Public business" means any matter over which the public body has supervision, control, jurisdiction, or advisory power.

(4) "Public record" or "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, magnetic or other tapes, electronic data processing records, computer stored data (including electronic mail messages, except specifically for any electronic mail messages of or to elected officials with or relating to those they represent and correspondence of or to elected officials in their official capacities), or other material regardless of physical form or characteristics made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. For the purposes of this chapter, the following records shall not be deemed public:

(A) (I) (a) All records relating to a client/attorney relationship and to a doctor/patient relationship, including all medical information relating to an individual in any files.

(b) Personnel and other personal individually identifiable records otherwise deemed confidential by federal or state law or regulation, or the disclosure of which would constitute a clearly unwarranted invasion of personal privacy pursuant to 5 U.S.C. § 552 et seq.; provided, however, with respect to employees, and employees of contractors and subcontractors working on public works projects that are required to be listed as certified payrolls, the name, gross salary, salary range, total cost of paid fringe benefits, gross amount received in overtime, and any other remuneration in addition to salary, job title, job description, dates of employment and positions held with the state, municipality, or public works contractor or subcontractor on public works projects, employment contract, work location, and/or project, business telephone number, the city or town of residence, and date of termination shall be public. For the purposes of this section "remuneration" shall include any payments received by an employee as a result of termination, or otherwise leaving employment, including, but not limited to, payments for accrued sick and/or vacation time, severance pay, or compensation paid pursuant to a contract buy-out provision. For purposes of this section, the city or town residence shall not be deemed public for peace officers, as defined in § 12-7-21, and shall not be released.

(II) Notwithstanding the provisions of this section, or any other provision of the general laws to the contrary, the pension records of all persons who are either current or retired members of any public retirement systems, as well as all persons who become members of those retirement systems after June 17, 1991, shall be open for public inspection. "Pension records" as used in this section, shall include all records containing information concerning pension and retirement benefits of current and retired members of the retirement systems and future members of said systems, including all records concerning retirement credits purchased and the ability of any member of the retirement system to purchase retirement credits, but excluding all information regarding the medical condition of any person and all information identifying the member's designated beneficiary or beneficiaries unless and until the member's designated beneficiary or beneficiaries have received or are receiving pension and/or retirement benefits through the retirement system.

(B) Trade secrets and commercial or financial information obtained from a person, firm, or corporation that is of a privileged or confidential nature.

(C) Child custody and adoption records, records of illegitimate births, and records of juvenile proceedings before the family court.

(D) All records maintained by law enforcement agencies for criminal law enforcement and all records relating to the detection and investigation of crime, including those maintained on any individual or compiled in the course of a criminal investigation by any law enforcement agency. Provided, however, such records shall not be deemed public only to the extent that the disclosure of the records or information (a) Could reasonably be expected to interfere with investigations of

criminal activity or with enforcement proceedings; (b) Would deprive a person of a right to a fair trial or an impartial adjudication; (c) Could reasonably be expected to constitute an unwarranted invasion of personal privacy; (d) Could reasonably be expected to disclose the identity of a confidential source, including a state, local, or foreign agency or authority, or any private institution that furnished information on a confidential basis, or the information furnished by a confidential source; (e) Would disclose techniques and procedures for law enforcement investigations or prosecutions, or would disclose guidelines for law enforcement investigations or prosecutions; or (f) Could reasonably be expected to endanger the life or physical safety of any individual. Records relating to management and direction of a law enforcement agency and records or reports reflecting the initial arrest of an adult and the charge or charges brought against an adult shall be public.

(E) Any records that would not be available by law or rule of court to an opposing party in litigation.

(F) Scientific and technological secrets and the security plans of military and law enforcement agencies, the disclosure of which would endanger the public welfare and security.

(G) Any records that disclose the identity of the contributor of a bona fide and lawful charitable contribution to the public body whenever public anonymity has been requested of the public body with respect to the contribution by the contributor.

(H) Reports and statements of strategy or negotiation involving labor negotiations or collective bargaining.

(I) Reports and statements of strategy or negotiation with respect to the investment or borrowing of public funds, until such time as those transactions are entered into.

(J) Any minutes of a meeting of a public body that are not required to be disclosed pursuant to chapter 46 of title 42.

(K) Preliminary drafts, notes, impressions, memoranda, working papers, and work products, including those involving research at state institutions of higher education on commercial, scientific, artistic, technical, or scholarly issues, whether in electronic or other format; provided, however, any documents submitted at a public meeting of a public body shall be deemed public.

(L) Test questions, scoring keys, and other examination data used to administer a licensing examination, examination for employment or promotion, or academic examinations; provided, however, that a person shall have the right to review the results of his or her examination.

(M) Correspondence of or to elected officials with or relating to those they represent and correspondence of or to elected officials in their official capacities.

(N) The contents of real estate appraisals, engineering, or feasibility estimates and evaluations made for or by an agency relative to the acquisition of property or to prospective public supply and construction contracts, until such time as all of the property has been acquired or all proceedings or transactions have been terminated or abandoned; provided the law of eminent domain shall not be affected by this provision.

(O) All tax returns.

(P) All investigatory records of public bodies, with the exception of law enforcement agencies, pertaining to possible violations of statute, rule, or regulation other than records of final actions taken, provided that all records prior to formal notification of violations or noncompliance shall not be deemed to be public.

(Q) Records of individual test scores on professional certification and licensing examinations; provided, however, that a person shall have the right to review the results of his or her examination.

(R) Requests for advisory opinions until such time as the public body issues its opinion.

(S) Records, reports, opinions, information, and statements required to be kept confidential by federal law or regulation or state law or rule of court.

(T) Judicial bodies are included in the definition only in respect to their administrative function provided that records kept pursuant to the provisions of chapter 16 of title 8 are exempt from the operation of this chapter.

(U) Library records that, by themselves or when examined with other public records, would reveal the identity of the library user requesting, checking out, or using any library materials.

(V) Printouts from TELE — TEXT devices used by people who are deaf or hard of hearing or speech impaired.

(W) All records received by the insurance division of the department of business regulation from other states, either directly or through the National Association of Insurance Commissioners, if those records are accorded confidential treatment in that state. Nothing contained in this title or any other provision of law shall prevent or be construed as prohibiting the commissioner of insurance from disclosing otherwise confidential information to the insurance department of this or any other state or country, at any time, so long as the agency or office receiving the records agrees in writing to hold it confidential in a manner consistent with the laws of this state.

(X) Credit card account numbers in the possession of state or local government are confidential and shall not be deemed public records.

(Y) Any documentary material, answers to written interrogatories, or oral testimony provided under any subpoena issued under § 9-1.1-6.

(Z) Any individually identifiable evaluations of public school employees made pursuant to state or federal law or regulation.

(AA) All documents prepared by school districts intended to be used by school districts in protecting the safety of their students from potential and actual threats.

**§ 38-2-3. Right to inspect and copy records — Duty to maintain minutes of meetings — Procedures for access.**

(a) Except as provided in § 38-2-2(4), all records maintained or kept on file by any public body, whether or not those records are required by any law or by any rule or regulation, shall be public records and every person or entity shall have the right to inspect and/or copy those records at such reasonable time as may be determined by the custodian thereof.

(b) Any reasonably segregable portion of a public record excluded by § 38-2-2(4) shall be available for public inspection after the deletion of the information which is the basis of the exclusion. If an entire document or record is deemed non-public, the public body shall state in writing that no portion of the document or record contains reasonable segregable information that is releasable.

(c) Each public body shall make, keep, and maintain written or recorded minutes of all meetings.

(d) Each public body shall establish written procedures regarding access to public records but shall not require written requests for public information available pursuant to § 42-35-2 or for other documents prepared for or readily available to the public.

These procedures must include, but need not be limited to, the identification of a designated public records officer or unit, how to make a public records request, and where a public record request should be made, and a copy of these procedures shall be posted on the public body's website if such a website is maintained and be made otherwise readily available to the public. The unavailability of a designated public records officer shall not be deemed good cause for failure to timely comply with a request to inspect and/or copy public records pursuant to subsection (e). A written request for public records need not be made on a form established by a public body if the request is otherwise readily identifiable as a request for public records.

(e) A public body receiving a request shall permit the inspection or copying within ten (10) business days after receiving a request. If the inspection or copying is not permitted within ten (10) business days, the public body shall forthwith explain in writing the need for additional time to comply with the request. Any such explanation must be particularized to the specific request made. In such cases the public body may have up to an additional twenty (20) business days to comply with the request if it can demonstrate that the voluminous nature of the request, the

number of requests for records pending, or the difficulty in searching for and retrieving or copying the requested records, is such that additional time is necessary to avoid imposing an undue burden on the public body.

(f) If a public record is in active use or in storage and, therefore, not available at the time a person or entity requests access, the custodian shall so inform the person or entity and make an appointment for the person or entity to examine such records as expeditiously as they may be made available.

(g) Any person or entity requesting copies of public records may elect to obtain them in any and all media in which the public agency is capable of providing them. Any public body which maintains its records in a computer storage system shall provide any data properly identified in a printout or other reasonable format, as requested.

(h) Nothing in this section shall be construed as requiring a public body to reorganize, consolidate, or compile data not maintained by the public body in the form requested at the time the request to inspect the public records was made except to the extent that such records are in an electronic format and the public body would not be unduly burdened in providing such data.

(i) Nothing in this section is intended to affect the public record status of information merely because it is stored in a computer.

(j) No public records shall be withheld based on the purpose for which the records are sought, nor shall a public body require, as a condition of fulfilling a public records request, that a person or entity provide a reason for the request or provide personally identifiable information about him/herself.

(k) At the election of the person or entity requesting the public records, the public body shall provide copies of the public records electronically, by facsimile, or by mail in accordance with the requesting person or entity's choice, unless complying with that preference would be unduly burdensome due to the volume of records requested or the costs that would be incurred. The person requesting delivery shall be responsible for the actual cost of delivery, if any.

### **§ 38-2-3.1. Records required.**

All records required to be maintained pursuant to this chapter shall not be replaced or supplemented with the product of a "real-time translation reporter".

### **§ 38-2-3.2. Arrest logs.**

(a) Notwithstanding the provisions of § 38-2-3(e), the following information reflecting an initial arrest of an adult and charge or charges shall be made available within forty-eight (48) hours after receipt of a request unless a request is made on a weekend or holiday, in which event the information shall be made available within seventy-two (72) hours, to the extent such

information is known by the public body:

- (1) Full name of the arrested adult;
  - (2) Home address of the arrested adult, unless doing so would identify a crime victim;
  - (3) Year of birth of the arrested adult;
  - (4) Charge or charges;
  - (5) Date of the arrest;
  - (6) Time of the arrest;
  - (7) Gender of the arrested adult;
  - (8) Race of the arrested adult; and
  - (9) Name of the arresting officer, unless doing so would identify an undercover officer.
- (b) The provisions of this section shall apply to arrests made within five (5) days prior to the request.

**§ 38-2-3.16. Compliance by agencies and public bodies.**

Not later than January 1, 2013, and annually thereafter, the chief administrator of each agency and each public body shall state in writing to the attorney general that all officers and employees who have the authority to grant or deny persons or entities access to records under this chapter have been provided orientation and training regarding this chapter. The attorney general may, in accordance with the provisions of chapter 35 of title 42, promulgate rules and regulations necessary to implement the requirements of this section.

**§ 38-2-4. Cost.**

- (a) Subject to the provisions of § 38-2-3, a public body must allow copies to be made or provide copies of public records. The cost per copied page of written documents provided to the public shall not exceed fifteen cents (\$.15) per page for documents copyable on common business or legal size paper. A public body may not charge more than the reasonable actual cost for providing electronic records or retrieving records from storage where the public body is assessed a retrieval fee.
- (b) A reasonable charge may be made for the search or retrieval of documents. Hourly costs for a search and retrieval shall not exceed fifteen dollars (\$15.00) per hour and no costs shall be charged for the first hour of a search or retrieval. For the purposes of this subsection, multiple

requests from any person or entity to the same public body within a thirty (30) day time period shall be considered one request.

(c) Copies of documents shall be provided and the search and retrieval of documents accomplished within a reasonable time after a request. A public body upon request, shall provide an estimate of the costs of a request for documents prior to providing copies.

(d) Upon request, the public body shall provide a detailed itemization of the costs charged for search and retrieval.

(e) A court may reduce or waive the fees for costs charged for search or retrieval if it determines that the information requested is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the government and is not primarily in the commercial interest of the requester.

**§ 38-2-5. Effect of chapter on broader agency publication — Existing rights — Judicial records and proceedings.**

Nothing in this chapter shall be:

(1) Construed as preventing any public body from opening its records concerning the administration of the body to public inspection;

(2) Construed as limiting the right of access as it existed prior to July 1, 1979, of an individual who is the subject of a record to the information contained herein; or

(3) Deemed in any manner to affect the status of judicial records as they existed prior to July 1, 1979, nor to affect the rights of litigants in either criminal or civil proceedings, including parties to administrative proceedings, under the laws of discovery of this state.

**§ 38-2-6. Repealed.**

**§ 38-2-7. Denial of access.**

(a) Any denial of the right to inspect or copy records, in whole or in part provided for under this chapter shall be made to the person or entity requesting the right in writing giving the specific reasons for the denial within ten (10) business days of the request and indicating the procedures for appealing the denial. Except for good cause shown, any reason not specifically set forth in the denial shall be deemed waived by the public body.

(b) Failure to comply with a request to inspect or copy the public record within the ten (10) business day period shall be deemed to be a denial. Except that for good cause, this limit may be extended in accordance with the provisions of § 38-2-3(e). All copying and search and retrieval fees shall be waived if a public body fails to produce requested records in a timely manner;



provided, however, that the production of records shall not be deemed untimely if the public body is awaiting receipt of payment for costs properly charged under § 38-2-4.

(c) A public body that receives a request to inspect or copy records that do not exist or are not within its custody or control shall, in responding to the request in accordance with this chapter, state that it does not have or maintain the requested records.

**§ 38-2-8. Administrative appeals.**

(a) Any person or entity denied the right to inspect a record of a public body may petition the chief administrative officer of that public body for a review of the determinations made by his or her subordinate. The chief administrative officer shall make a final determination whether or not to allow public inspection within ten (10) business days after the submission of the review petition.

(b) If the custodian of the records or the chief administrative officer determines that the record is not subject to public inspection, the person or entity seeking disclosure may file a complaint with the attorney general. The attorney general shall investigate the complaint and if the attorney general shall determine that the allegations of the complaint are meritorious, he or she may institute proceedings for injunctive or declaratory relief on behalf of the complainant in the superior court of the county where the record is maintained. Nothing within this section shall prohibit any individual or entity from retaining private counsel for the purpose of instituting proceedings for injunctive or declaratory relief in the superior court of the county where the record is maintained.

(c) The attorney general shall consider all complaints filed under this chapter to have also been filed pursuant to the provisions of § 42-46-8(a), if applicable.

(d) Nothing within this section shall prohibit the attorney general from initiating a complaint on behalf of the public interest.

**§ 38-2-9. Jurisdiction of superior court.**

(a) Jurisdiction to hear and determine civil actions brought under this chapter is hereby vested in the superior court.

(b) The court may examine any record which is the subject of a suit in camera to determine whether the record or any part thereof may be withheld from public inspection under the terms of this chapter.

(c) Actions brought under this chapter may be advanced on the calendar upon motion of any party, or sua sponte by the court made in accordance with the rules of civil procedure of the superior court.

(d) The court shall impose a civil fine not exceeding two thousand dollars (\$2,000) against a public body or official found to have committed a knowing and willful violation of this chapter, and a civil fine not to exceed one thousand dollars (\$1,000) against a public body found to have recklessly violated this chapter and shall award reasonable attorney fees and costs to the prevailing plaintiff. The court shall further order a public body found to have wrongfully denied access to public records to provide the records at no cost to the prevailing party; provided, further, that in the event that the court, having found in favor of the defendant, finds further that the plaintiff's case lacked a grounding in fact or in existing law or in good faith argument for the extension, modification, or reversal of existing law, the court may award attorney's fees and costs to the prevailing defendant. A judgment in the plaintiff's favor shall not be a prerequisite to obtaining an award of attorney's fees and/or costs if the court determines that the defendant's case lacked grounding in fact or in existing law or a good faith argument for extension, modification or reversal of existing law.

**§ 38-2-10. Burden of proof.**

In all actions brought under this chapter, the burden shall be on the public body to demonstrate that the record in dispute can be properly withheld from public inspection under the terms of this chapter.

**§ 38-2-11. Right supplemental.**

The right of the public to inspect public records created by this chapter shall be in addition to any other right to inspect records maintained by public bodies.

**§ 38-2-12. Severability.**

If any provision of this chapter is held unconstitutional, the decision shall not affect the validity of the remainder of this chapter. If the application of this chapter to a particular record is held invalid, the decision shall not affect other applications of this chapter.

**§ 38-2-13. Records access continuing.**

All records initially deemed to be public records which any person may inspect and/or copy under the provisions of this chapter, shall continue to be so deemed whether or not subsequent court action or investigations are held pertaining to the matters contained in the records.

**§ 38-2-14. Information relating to settlement of legal claims.**

Settlement agreements of any legal claims against a governmental entity shall be deemed public records.

**§ 38-2-15. Reported violations.**

Every year the attorney general shall prepare a report summarizing all the complaints received

pursuant to this chapter, which shall be submitted to the legislature and which shall include information as to how many complaints were found to be meritorious and the action taken by the attorney general in response to those complaints.

**§ 38-2-16. 38 Studios, LLC investigation.**

Notwithstanding any other provision of this chapter or state law, any investigatory records generated or obtained by the Rhode Island state police or the Rhode Island attorney general in conducting an investigation surrounding the funding of 38 Studios, LLC by the Rhode Island economic development corporation shall be made available to the public; provided, however:

(1) With respect to such records, birthdates, social security numbers, home addresses, financial account number(s) or similarly sensitive personally identifiable information, but not the names of the individuals themselves, shall be redacted from those records prior to any release. The provisions of § 12-11.1-5.1 shall not apply to information disclosed pursuant to this section.

**810-RICR-00-00-2**

## **TITLE 810 - PUBLIC UTILITIES COMMISSION**

### **CHAPTER 00 - GENERAL ADMINISTRATION**

#### **SUBCHAPTER 00 - N/A**

#### **PART 2 - Access to Public Records Regulation**

### **2.1 Authority**

This Regulation is promulgated pursuant to R.I. Gen. Laws §§ 38-2-1, *et seq.* ("Access to Public Records") and 42-35-2(a).

### **2.2 Purposes**

A. The Purposes of this Regulation are:

1. To establish a Regulation to implement R.I. Gen. Laws §§ 38-2-1, *et seq.* and 42-35-2(a) relating to access to public records maintained by the Commission.
2. To identify and delineate categories of records exempt from disclosure; and
3. To provide the public and Commission personnel with a Regulation which sets forth the rules and procedures applicable to access to public records maintained by the Commission.

### **2.3 Policy**

The Commission recognizes both the public's right to access public records and the individual's right to dignity and privacy. It is the Commission's policy to facilitate public access to all public records that may be disclosed in accordance with R.I. Gen. Laws § 38-2-1, *et seq.* It is also the policy of the Commission to make all public records in the Commission's possession be available for public inspection and copying consistent with applicable state or federal law, unless otherwise prohibited by a court of competent jurisdiction.

### **2.4 Procedure for Requesting Public Records**

A. Except as provided in § 2.5 of this Part, a written request to inspect or copy public records should be sent to the Commission Clerk who maintains the records requested or, in the alternative, to the Commission Counsel at 89 Jefferson Boulevard, Warwick, RI 02888. Written requests may be mailed, hand

delivered, e-mailed or sent via facsimile. Hand delivered requests may be made during the Commission's regular business hours. It is suggested, but not required, that requests be submitted on the form provided by the Commission, a copy of which is attached hereto as Exhibit A in § 2.9 of this Part and titled "Request to Inspect and/or Copy Public Records". In order to assure that the Commission is able to respond to the request as efficiently and as completely as possible, the request should identify and describe the records being requested with as much specificity as possible. A written record of all requests will be maintained by the Commission Clerk.

- B. If the description of records being requested is not sufficient to allow the Commission to identify and locate the requested records, the Commission will notify the person requesting such records that additional information is needed in order to properly respond to the request.
- C. Upon receipt of a request for records, the Commission Clerk or Commission Counsel will mark on the face of a written request the date the request was received. The Commission will make every reasonable effort to honor the request within ten (10) business days of receipt of the written request.
- D. If it appears that the request cannot be honored within ten (10) business days of receipt, the Commission will provide the requester of the status of the request within ten (10) business days. However, in the event a requestor does not provide identifying or contact information, the Commission will use its best efforts to notify the requestor of the status of the request within ten (10) days. For good cause, the time to respond to the request may be extended for a period not to exceed thirty (30) business days, inclusive of the original ten (10) business days.
- E. A written request is not required to be submitted when the request is for any of the following:
  - 1. documents prepared for or readily available to the public;
  - 2. rules and written statements of policy or interpretations formulated, adopted, or used by the agency; or
  - 3. final orders, decisions, and opinions.

## **2.5 Hours of Inspections**

When a request is made to inspect public records (as opposed to obtain copies), the requester will be advised when the records are available and he/she can then make an appointment to inspect those documents at the Commission between the hours of 8:30 a.m. and 3:30 p.m. Monday through Friday. The time-frame for the Commission to respond to requests to inspect public records is the same as the time frame applicable to responding to requests for copies of public records as set forth above in § 2.4 of this Part.

## 2.6 Fees

- A. Official publications which the Commission prepares in the discharge of its duties to inform the public on matters of public interest will be furnished free of charge when available.
- B. The Commission will supply one (1) copy of any of its Rules and Regulations to an individual requesting them free of charge. Rules and Regulations of the Commission are on file at the Office of the Secretary of State and certified copies thereof may be obtained from that office. Rules and Regulations of the Commission are also available online from the Secretary of State's website as well as the Commission's website.
- C. The Commission charges a fee for copying and/or search and retrieval of requested documents consistent with applicable state law. The Commission charges \$0.15 per copied page; provided however, if the response to the request consists of twenty (20) or fewer copied pages, no fee will be charged. If the response to the request consists of more than twenty (20) copied pages, there will be a charge of \$0.15 for each page. The Commission will charge \$15.00 per hour for the search and retrieval time required to respond to a request, whether the request seeks copies of records or the right to inspect records; provided however, there will be no charge for the first hour of search and retrieval time. The Commission will provide the requester with an estimate of the copying costs and search and retrieval costs prior to responding to the request. The Commission however, will charge the actual fees for the number of copies and the actual cost for search and retrieval time if those are more or less than estimated. The Commission reserves the right to require a deposit of the estimated costs if the estimated costs are \$50.00 or more.
- D. The cost of copying and search and retrieval as provided in in § 2.3 of this Part must be paid in advance of or at the time of delivery or inspection of the requested documents.
- E. Commission personnel or, where applicable an outside copy service, will make copies of requested records. The Commission does not have a copy machine available for use by the public to make copies.
- F. The Commission may utilize the form attached hereto as Exhibit B in § 2.10 of this Part ("*Response to Request to Inspect and/or Copy Public Records*") to respond to a request; provided however, in some instances it may be appropriate for the Commission to write a letter addressed to the requester setting forth such additional information as deemed appropriate under the circumstances.

## **2.7 Supervision of Inspections**

- A. The inspection of public records must be accomplished in a manner which will provide for general supervision by authorized Commission staff. This is necessary to prevent the misplacement or unauthorized removal of records or any other action which may impair the integrity of the public record.
- B. The Commission Clerk, or Staff Member having possession of the public record requested shall have overall responsibility for the security of the public record. However, the individual in charge may designate a staff member(s) to coordinate the functions and responsibilities related to the copying and inspection of public records.
- C. All personnel responsible for responding to requests for access to public records shall be made aware by their supervisors, of the provisions of this regulation and the procedures to be followed when an access to public records request is made. Commission personnel having any questions regarding the procedures to be followed should direct inquiries to:
  - 1. The Commission Clerk who is responsible for the activity/function to which the public record being requested relates; or
  - 2. In the event that the public record cannot be readily categorized as falling under the responsibility of Commission, the request should be directed to the Commission Counsel which will serve as a resource in matters relating to the public's access to public records.

## **2.8 Severability**

*If any provision of this Regulation or the application thereof to any individual or circumstances is held invalid, such invalidity shall not affect the provisions or application of the remaining portions of the regulation which can be given effect. The provisions of these rules and regulations are declared to be severable.*

## **2.9 Exhibit A**

EXHIBIT A

REQUEST TO INSPECT AND/OR COPY PUBLIC RECORDS  
OF THE PUBLIC UTILITIES COMMISSION  
PURSUANT TO R.I. Gen. Laws § 38-2-1 *et seq.*

*Complete this form, sign and return to:*  
**Rhode Island Public Utilities Commission**  
**89 Jefferson Boulevard, Warwick, R.I. 02888**  
telephone number: 941-4500  
facsimile number: 941-1691

NAME OF REQUESTER (OPTIONAL): \_\_\_\_\_

ADDRESS OF REQUESTER (OPTIONAL): \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NO. OF REQUESTER (OPTIONAL): \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
(OPTIONAL) (OPTIONAL)

(While not required, please provide one method of written contact for response/delivery/disclosure of fees)

TITLE AND/OR DESCRIPTION OF DOCUMENT(S) REQUESTED TO BE  
INSPECTED \_\_\_\_\_ OR COPIED \_\_\_\_\_:

Please be as specific and descriptive as possible to assure that the Commission will be able to respond to your request as efficiently and as completely as possible.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FORMAT REQUESTED:

PAPER: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL (if available) \_\_\_\_\_

NAME AND TITLE OF PERSON WITHIN THE COMMISSION HAVING  
POSSESSION OF DOCUMENT(S), IF KNOWN:

\_\_\_\_\_

Copies of any document(s) are fifteen (\$.15) cents per page (or the actual reproduction cost of paper larger than 8 1/2" x 14"), plus an hourly charge of fifteen (\$15.00) dollars per hour for search retrieval. There is no charge if the total number of pages is twenty (20) pages or fewer. There is no charge for the first hour of search and retrieval.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Person Making Request (optional)

## 2.10 Exhibit B



EXHIBIT B

RESPONSE TO REQUEST TO INSPECT AND/OR COPY  
PUBLIC RECORDS OF THE PUBLIC UTILITIES COMMISSION  
PURSUANT TO R.I. Gen. Laws § 38-2-1 et seq.

Dear \_\_\_\_\_:

On \_\_\_\_\_ the Commission received your Request to Inspect and/or Copy Public Records Pursuant to R.I. Gen. Laws § 38-2-1 et seq. A copy of your request is attached.

A. RESPONSE TO REQUEST:

- GRANTED
- DENIED/DENIED IN PART because the following record(s) which were requested are exempt from disclosure pursuant to the following provisions of law: \_\_\_\_\_
- NO SUCH DOCUMENT(S) EXIST IN THE COMMISSION'S RECORDS

B. PROCEDURE TO INSPECT/OBTAIN COPIES OF PUBLIC RECORDS BEING RELEASED PURSUANT TO SECTION A ABOVE:

- A copy of the requested records will be mailed to you (or you may call to make an appointment to pick up the records during the Commission's normal business hours) upon the Commission's receipt of payment of \$ \_\_\_\_\_ representing the copying costs i.e. \$ \_\_\_\_\_ and/or search and retrieval fees i.e. \$ \_\_\_\_\_ pursuant to R.I. Gen. Laws § 38-2-4. Please forward payment to the address listed below.
- A copy of the requested records is enclosed. (Because the number of copied pages was twenty (20) or fewer pages and there were no search and/or retrieval fees there was no fees associated with the Commission's response to your request.)
- The requested records are available for inspection at the \_\_\_\_\_ Commission between the hours of 8:30 a.m. and 3:30 p.m. Monday through Friday, at the address specified below. Please call to arrange an appointment. The search and retrieval costs associated with the request to inspect is \$ \_\_\_\_\_. That amount is payable at the time of the appointment to inspect the records.
- Not Applicable.

C. If your request, or any part thereof, is denied, you have the right to appeal to the Commission Counsel. If your appeal is denied, you have the right to appeal to the Attorney General or the Superior Court.

DATED: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

810-RICR-00-00-2

**TITLE 810 - PUBLIC UTILITIES COMMISSION**

**CHAPTER 00 - GENERAL ADMINISTRATION**

**SUBCHAPTER 00 - N/A**

**PART 2 - ACCESS TO PUBLIC RECORDS REGULATION (810-RICR-00-00-2)**

Type of Filing: Refile Capabilities

**Department of State**

01/04/2022

N/A

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Regulation Effective Date

Original Signing Date

E-SIGNED by Department of State  
on 2021-12-15 14:57:56 EST

December 15, 2021

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Department of State Initials

Department of State Date

## **APPENDIX E**

**Commitment Agreement (Posted Separately)**

## **APPENDIX F**

### **Informative Deliverability Study Scope**

## Informative Deliverability Study Scope

All Bidders shall submit a study that includes the analysis outlined in this document for each submitted bid. The analysis can be provided as an individual study or included as a scenario in a broader interconnection study. Bidders must report all thermal overloads or voltage issues and the associated conditions (e.g. generator dispatches, contingencies), but are not required to propose upgrades to resolve the issues identified in this analysis.

### Study Requirements

Unless otherwise stated, all study assumptions shall align with Section 2 (“Requirements for Interconnection Studies”) of ISO New England Planning Procedure 5-6 (“PP05-6 (Revision 12)”).

### Load Level

The study must include a case with:

- Peak Load: 100% of projected (“90/10 forecast”) peak New England Control Area load for the year the Generating Facility or ETU is projected to be in service;
- Intermediate Load: 18,000 MW New England Control Area;
- Light Load: 12,500 MW in the New England Control Area; and,
- Minimum Load: 8,000 MW in the New England Control Area.

Reference Section 2.3 of the September 12, 2023 edition of the ISO New England Technical Planning Guide for additional information.

### Generator Dispatch

The generator under study must be dispatched at the maximum value in its proposed generation profile, regardless of the nameplate capacity of the ISO-NE interconnection request(s) associated with the bid. Table 1 specifies additional generator dispatch requirements. All pertinent ISO-NE generators in the queue should be included, which may include generators in addition to those in Table 1 below.

*Table 1 – Generator Dispatch Requirements*

Queue Position (QP)	Dispatch (MW)
QP 624	720 MW
QP 700	712 MW
QP 781	634 MW
QP 837	1080 MW
QP 806	1080 MW

All other dispatch assumptions must align with ISO New England Planning Procedure 5-6 and the ISO-NE Transmission Planning Technical Guide. All dispatch assumptions must be fully documented.

## **Transmission Topology**

The following projects and their associated network upgrades must be included in the case topology:

- QP 624 – Upgrades identified in System Impact Study dated 1/2019
- QP 700 – Upgrades identified in System Impact Study dated 10/2020
- QP 781 – Upgrades identified in System Impact Study dated 5/2020

All other case topology assumptions should align with the cases that would be used for a System Impact Study for the generator under study.

## **Steady State Analysis**

Unless otherwise stated in this document, all steady state analysis assumptions shall align with Section 3 (“Steady-State Analysis”) of ISO New England Planning Procedure 5-6 and the ISO-NE Transmission Planning Technical Guide. Bidders shall run N-1 and N-1-1 analyses on all cases and clearly report all load flow results.

## **APPENDIX G**

### **Offshore Wind Multi-State Coordination Memorandum of Understanding**

OFFSHORE WIND MULTI-STATE COORDINATION  
MEMORANDUM OF UNDERSTANDING  
BY AND AMONG  
THE STATES OF  
CONNECTICUT AND RHODE ISLAND AND THE COMMONWEALTH OF MASSACHUSETTS

This **Offshore Wind Multi-State Coordination Memorandum of Understanding** (“MOU”) is entered into on the 3<sup>rd</sup> day of October 2023 (the “Effective Date”) by and between the Massachusetts Department of Energy Resources (“MA DOER”); Connecticut Department of Energy and Environmental Protection (“CT DEEP”); and the Rhode Island Office of Energy Resources (“RI OER”). Each of MA DOER, CT DEEP and RI OER is referred to as a “Party” and, collectively, as the “Parties.”

**RECITALS**

**WHEREAS**, the Parties (or their respective electric distribution companies (“EDCs”), as applicable), have each individually issued or will issue a request for proposals (“RFP”) seeking commercially reasonable proposals from offshore wind developers (“Bidders”) to enter into cost-effective long-term contracts for offshore wind energy generation and associated Renewable Energy Certificates (“RECs”), pursuant to respective state laws;<sup>1</sup>

**WHEREAS**, each RFP contains, or will contain, requirements for proposals from Bidders to create and foster economic development and quality, high-demand jobs;

**WHEREAS**, each Party is interested in viable projects that can be developed, permitted, financed, and constructed within a commercially reasonable timeframe;

**WHEREAS**, each Party has entered into a Memorandum of Understanding on Offshore Wind Supply Chain Collaboration with the United States Department of Energy, the United States Department of the Interior, the United States Department of Commerce, and the United States Department of Transportation and the States of Connecticut, Maine, Maryland, New Hampshire, New Jersey, New York, North Carolina, and Rhode Island, and the Commonwealth of Massachusetts, to support the development of a coordinated, resilient, and sustainable regional offshore wind supply chain along the east coast of the United States;<sup>2</sup>

**WHEREAS**, each Party agrees regional collaboration on the offshore wind supply chain is advantageous for sector development, as states can benefit from one another’s manufacturing strengths and build a sustainable network;

**WHEREAS**, each Party seeks to select (or seeks for their EDC to select) projects that demonstrate competitive, commercially reasonable pricing that are cost-effective and beneficial

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<sup>1</sup> The relevant statutes are the Affordable Clean Energy Security Act, R.I. Gen. Laws 39-31 *et seq.* (Rhode Island); Section 83C of Chapter 169 of the Acts of 2008 *et seq.*, as amended by the Energy Diversity Act, and the Act Driving Clean Energy and Offshore Wind (Massachusetts); and Conn. Gen. Stat. § 16a-3n (Connecticut).

<sup>2</sup> Memorandum of Understanding on Offshore Wind Supply Chain Collaboration, available at <https://www.whitehouse.gov/wp-content/uploads/2023/09/Federal-State-MOU-on-East-Coast-Offshore-Wind-Supply-Chain-Collaboration.pdf>.



to electric ratepayers in their respective states, as determined by each Party or their EDC, over the term of any resulting contract;

**WHEREAS**, the Parties or their EDCs may, as part of the bid evaluation process, share confidential bid information to assist in proposal evaluation and selection, following approval, to the extent required, from Bidders, which shall be addressed by each Party or their EDC during the respective RFP process;

**WHEREAS**, the Parties, seeking to advance their state energy and environmental goals, desire to enter into this MOU for the purpose of considering, without obligation, the participation of and coordination with other states in each Party's respective solicitation and/or the applicable solicitation(s) by their respective EDCs;

**NOW, THEREFORE**, the Parties memorialize their mutual understanding as follows:

### **MEMORANDUM OF UNDERSTANDING**

#### **I. Coordination Requirements and Contingent Proposals.**

- A. Each Party, in consultation with their respective EDCs, if applicable, agrees (or, if applicable, has confirmed that their EDC that has or will issue the RFP agrees) to consider the participation of and coordination with other Parties in their solicitations, if such participation and coordination has a positive or neutral impact on such Party's or its EDC's ratepayers and would provide other benefits, including but not limited to, improving project viability.
- B. The Parties agree to work in good faith to ensure that multi-states bids are considered by the Parties and their EDCs, if applicable, as multi-state bids, as opposed to single-state proposals, first, and the Parties will ensure (and request that their EDCs, if applicable, ensure) that no two bids representing the same capacity are selected in different single-state solicitations. Bidders should be instructed to not withdraw bids from any single state solicitation to prevent the dual selection of negatively contingent bids. The Massachusetts RFP Section 1.7.2 shall (and any other RFP may) not assume a proposal is valid after the proposal is (1) demonstrated to be negatively contingent to a multi-state or single-state selection and (2) is selected by one or more states under this MOU or by another state.
- C. The Parties agree that for any proposal(s) to be considered for multi-state selection, Bidders must indicate in their bid submission the states that are desired to be included in the multi-state selection, and the Parties and/or EDCs as applicable must supply all proposals to all Parties that are a signatory to this MOU (or to the EDC that has issued an RFP, as applicable), if eligible, subject to the confidentiality provisions of individual RFPs and this MOU regarding the manner and obligations of how any such confidential information shall be treated.
- D. Parties, and their EDCs, if applicable, may request Bidders to submit at least one multi-state proposal for all Parties or their EDCs, as applicable, to consider proportional sharing

under Section II.C of this MOU. Instructions on how to submit a multi-state proposal are contained within the Multi-State Proposal Form. All Parties shall consider (and request that their EDC consider, as applicable) the multi-state proposal regardless of whether the Bidder has submitted an associated single-state proposal to each Party or their EDC. At least one multi-state proposal shall not be contingent upon selection of any other bid to any Party or their EDC, but other proposals can be contingent upon selection of a multi-state proposal, i.e., if a multi-state proposal is selected, the price of additional MWs for a proposal that is not the multi-state proposal decreases. A multi-state proposal must offer the same price to all Parties or their EDC, as applicable, except as to severable commitments, such as economic development investments at specific locations and environmental commitments, that can be added to the bid and optionally selected by any of the Parties or the applicable EDC individually. The severable commitments should be described in detail in such multi-state proposals including, without limitation, any cost variance associated with such commitments and how such cost variances are applied. Multi-state proposals may be contingent on being selected as part of a multi-state selection.

- E. Parties agree to keep any Confidential Information<sup>3</sup> provided by any other Party or their EDCs confidential and will only allow Confidential Information to be disclosed to its staff, consultants, those state employees who have a need to know, and its agents (for purposes of this MOU, “agents” shall include the EDCs who may have already received such Confidential Information as part of the proposals) for the purpose of evaluating such proposals. The Parties agree to have any third-party agents (non-state employees) who have a need to know and work outside of state government sign nondisclosure agreements (“NDAs”), or enter into some other form of contractual agreement regarding confidentiality, in a form reasonably satisfactory to the Party or EDC who is seeking to disclose such Confidential Information prior to receiving Confidential Information. In connection with any Confidential Information, the Parties agree as follows:
1. Notwithstanding any other provision of this MOU, but consistent with any applicable Freedom of Information and/or public records laws, as provided below, as well as any applicable record retention periods and any provisions regarding confidentiality in a Party’s or its EDC’s RFP, the Parties agree to keep all Confidential Information in strict confidence; provided, however, that the Parties shall maintain the strict confidence of any Confidential Information which may constitute a trade secret for so long as such Confidential Information remains a trade secret under applicable law. The Parties shall at all times exercise reasonable care to safeguard such Confidential Information.
  2. The Parties acknowledge that state agencies and authorities are required to comply with applicable Freedom of Information laws or other public records laws, the Massachusetts Public Records Law, M.G.L. c. 66 *et seq.*, the Connecticut Freedom of

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<sup>3</sup> Confidential Information is defined as any and all information that would be exempt from disclosure by the Parties’ respective Freedom of Information and/or Public Records laws, as applicable, including but not limited to information disclosed by one Party to another hereunder, whether in writing, orally, or by document inspection, which is marked or otherwise identified as being confidential at the time of disclosure, including but not limited to confidential Bidder information.

Information Act, as codified in Chapter 14 of the Connecticut General Statutes, and R.I. Access to Public Records Act – R.I. Gen. Laws §38-2-1 *et. seq.*, which require public access to records in governmental possession. These laws, as well as other applicable state and federal laws, provide certain exemptions to disclosure, which may include exemptions for materials that do not constitute a public record as that term is so defined, materials that are confidential, consultative, or deliberative materials, trade secrets, and materials whose disclosure would cause business harm.

3. The Parties shall inform each other of relevant procedural steps to be taken under their respective state laws regarding the submission of Confidential Information. In addition, a Party who receives a request from a non-party to release, disclose, discuss, or obtain access to any Confidential Information (whether by way of a subpoena, discovery request, or request under any federal or state statute) shall use its best efforts, as permitted by applicable law, to provide reasonable notice of such request to the Party or Parties from whom the information was received. Unless the other Party or Parties consent to disclosure or release of Confidential Information, the Party receiving the request for disclosure shall assert, to the extent authorized by law, and subject to any mandatory disclosure laws or court orders, all relevant and applicable privileges, exemptions, and other objections that the Party receiving the request determines are relevant and applicable to the disclosure of such information. The Parties understand that this MOU does not prohibit disclosure by a Party of any Confidential Information and/or privileged materials that originated with that Party or were independently obtained. Work products produced during any Parties' bid evaluation process that contain Confidential Information or information derived from such Confidential Information may be filed with state regulatory agencies as necessary, with filing Parties to seek proper protections for such Confidential Information and shall not alter the confidentiality as between Parties.

## II. Selection of Winning Multi-State Proposals.

- A. Multi-state proposals from Bidders may be contingent on being selected by multiple Parties and/or EDCs, as applicable. Any multi-state selection will consider any multi-state contingent proposals.
- B. Any Party or EDC, as applicable, as determined in its sole discretion, may join a multi-state selection for up to their total procurement authority or may select single-state bids and join a multi-state selection with any remaining procurement authority. A multi-state selection may be made by any two or three Parties and/or EDCs.
- C. Parties and/or EDCs, as applicable, may agree to share a multi-state contingent proposal by proportioning the anticipated megawatts and renewable energy certificates amongst the Parties and/or EDCs, as determined by the respective state or EDC selection representatives. Parties and/or EDCs, as applicable, must agree to the appropriate allocation before a multi-state selection can be made and will be dependent on the states' and/or EDCs' procurement authority. The default apportioning will be based on the proportional load share of each state based on the most recent annual load from ISO-NE, although the final apportioning may vary based on mutual agreement between the Parties.

- D. In the event that MA DOER or CT DEEP issues an RFP seeking proposals from Bidders, the issuing Party agrees to provide RI OER upon request, as well as their respective EDCs, the confidential bid information received from the developer(s), following approval of the document transfer from the Bidder(s). RI OER, and their respective EDCs, may evaluate the confidential bids independently per their own RFP requirements, evaluation criteria, and processes, with the ability to conditionally select developer(s) after the issuing Party has completed its conditional selection process. RI OER, and their respective EDC(s), may request the developer(s) update their bid proposal in a way that is specific to RI OER and its respective EDCs, including with in-state or regional economic development benefits or environmental commitments.
- E. Economic development, environmental commitments, and project development qualitative benefits from multi-state proposals that cannot be severed or allocated will be as proposed in the multi-state proposal(s).

### III. General Provisions

- A. The Parties acknowledge that this MOU does not provide legal authority for or obligate any Party (or their respective EDCs) to enter into contracts or other agreements, incur any liability whether express or contingent, or make any binding decisions or commitments with respect to any proposal submitted or selected by any of the Parties. All Parties understand and acknowledge that any activities involving the coordination of other Parties do not entail directing the officials or staff of other states.
- B. Execution of this MOU does not obligate any of the Parties (or their respective EDCs) to award any proposal submitted under their respective RFP or require any other Party (or their EDC) to make a determination that any proposal meets the requirements of their RFP. Unless otherwise agreed to by the Parties, each Party is responsible for its own costs and expenses related to its activities associated with this MOU.
- C. Nothing contained herein shall be construed as creating any legal partnership, joint venture, agency, or any other relationship between the Parties. No Party shall have any right or authority to direct, bind, or obligate any other Party in any manner hereunder. Each Party will be solely responsible for payment of all compensation owed to its employees and employment-related taxes, as well as maintenance of appropriate workers' compensation for its employees and insurance as appropriate.
- D. The term of this MOU shall commence as of the Effective Date and can be terminated either (a) as mutually agreed by the Parties in writing; or (b) by any Party with respect to their obligations hereunder upon written notice to the other Parties. Further, the confidentiality obligations of the Parties and any one of them pursuant to this MOU shall survive termination of this MOU or any Party's withdrawal therefrom to the extent permitted by law.
- E. This MOU may be amended upon the mutual agreement of the Parties hereto.

- F. Any written notice provided under this MOU shall be made to signatory designees established by the Parties after execution by electronic mail with delivery receipt.
- G. This MOU may not be assigned by any Party. The Parties have caused this MOU to be executed by their duly authorized representatives and the MOU is effective as of the Effective Date set forth above.
- H. The Parties agree, to the extent practicable, that any formal external written communication about this MOU or any potential multi-state selection, including press releases, op-eds, or information placed on state websites, will be shared and coordinated with all other Parties in advance.
- I. The Parties to this MOU acknowledge that the terms of the MOU are to be construed in light of and, as necessary, limited by applicable federal law and the requirements of applicable state and local laws of each Party. Nothing in this MOU is intended to modify or supersede applicable federal, state, or local laws; nor is the MOU intended to modify or enlarge the powers of the Parties vis-à-vis or at the expense of the powers of the federal government of the governments of non-party states.
- J. In the event that any provision of this MOU shall be held invalid or unenforceable for any reason, that provision shall be ineffective to the extent of such invalidity or unenforceability and such invalidity or unenforceability shall not affect any other provision of this MOU.

*[Signatures to follow on the next pages]*

**Massachusetts Department of Energy Resources**

By: Elizabeth Mahony

Elizabeth Mahony

Commissioner

Date: 10/3/2023

**Rhode Island Office of Energy Resources**

By: Chris Kearns

Chris Kearns

Acting Commissioner

Date: 10/3/23

**Connecticut Department of Energy and Environmental Resources**

By: Katie S. Dykes

Katie Dykes

Commissioner

Date: 10/3/2023



## **APPENDIX H**

**Multi-State Proposal Bid Submission Form  
(Posted Separately)**