

KENT COUNTY WATER AUTHORITY  
REQUEST FOR PROPOSAL RELATING TO  
PUBLIC-PRIVATE PARTNERSHIP AGREEMENT  
FOR VIRTUAL NET METERED FACILITY

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ARTICLE 1. GENERAL:

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**1.1 PROJECT DESCRIPTION**

The Kent County Water Authority (KCWA) is requesting proposals from qualified, renewable energy companies to provide remote net metering utility bill credits to the Kent County Water Authority in accordance with a Public Entity Net Metering Finance Agreement. It is the goal of KCWA to be powered 100% from newly developed renewable energy sources, to utilize renewable energy – to the extent possible – to reduce KCWA utility costs, and to provide the long-term benefits, both environmental and financial, to its ratepayers. KCWA seeks both proposals that provide KCWA with remote net metering credits, and proposals that provide remote net metering credits along with the associated RECs. KCWA’s preference is to contract with a project that provides the option for KCWA to retain all the Renewable Energy Certificates (RECs) needed to achieve its’ 100% renewable energy goal.

This RFP covers the entire Kent County Water Authority service area with approximately 457 miles of main, 27,500 services and includes water producing/treatment, storage, pressure reducing, and wholesale distribution facilities. The main concentration of water services to approximately 100,000 people are within the cities and Towns of West Warwick, Coventry, East Greenwich, and includes portions of Warwick, Cranston, Scituate, West Greenwich, and North Kingstown.

To effectively seek both Rhode Island remote net metering credits and RECs that will directly correlate to KCWA’s 100% renewable energy goal, this RFP is being issued alongside KCWA’s “Renewable Energy Certificate” RFP. Respondents to this RFP may (but are not required to) include RECs in any of their proposed pricing. Respondents providing RECs as part of this RFP, will not be required to submit a separate response to the Renewable Energy Certificate RFP, unless the pricing, terms and/or conditions under the separate RFP will differ. Respondents may respond to one or both RFPs and may cross reference responses if applicable.

***Respondents are not required to submit RECs as part of this RFP response, if it is not an applicable option.***

***Respondents are not required to submit a response to the Renewable Energy Certificate RFP in order to offer RECs under this RFP. These two RFPs are intentionally distinct, in order to allow***

*KCWA to receive the greatest number of options to consider in meeting its 100% renewable energy goal.*

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ARTICLE 2. QUALIFICATIONS OF PROPOSERS AND SUBMISSION REQUIREMENTS:

- 2.1 Proposers may be investigated by Kent County Water Authority to determine if they are qualified to perform the work. All Proposers shall be prepared to submit to Kent County Water Authority, upon request, written evidence of such information and data necessary to make this determination.
- 2.2 The investigation of a Proposer will seek to determine whether the organization is qualified, specifically having relevant prior experience, adequate size, financially sound and has sufficient personnel in the disciplines required to assure Kent County Water Authority that they can complete the assignment ordered and provide the services required by the Kent County Water Authority within the required timelines. Organizations found to have a history of not completing work on time or meeting deadlines within defined timelines will not be considered.
- 2.3 Proposers must submit all items specified below, and submissions must be submitted bound in one volume, eight (8) copies of each. A maximum of 45 pages total will be allowed.
  - 2.3.1. A completed copy of the Kent County Water Authority Proposal Page (attached).
  - 2.3.2. A cover page with the following information:
    - Proposer's Name and Address
    - Proposer's Project Name(s) and Size(s) (AC and DC)
    - Proposer's Price Proposals per each project
  - 2.3.3. Certification of Proposer (see Attachment A)
  - 2.3.4. Evidence of registration to do business in Rhode Island in accordance with R. I. General Laws (as amended) Sections 7-1.1-99, 7-1.1 105, 7-1.1-106 (Applies to out of State corporations.).
  - 2.3.5. A brief (5 pages or less) description of the firm and the division responsible for this type of work request by the Kent County Water Authority.
  - 2.3.6. Demonstration that Proposer has successfully developed, financed, and installed a minimum of 20 MWs (DC) of eligible renewable energy facilities in New England. Proposer must provide a breakdown of how many projects in Rhode Island they have developed in the past that are currently operating and how many they currently own and operate. Preference shall be given to Proposers that own and operate projects for the long-term and located within the cities/towns and state, specifically, within the Kent County Water Authority Service area. The Kent County Water Authority reserves the right to reject any proposal based upon the Kent County Water Authority's determination that the Proposer has failed to demonstrate sufficient experience with developing eligible renewable energy facilities in Rhode Island, or has failed to demonstrate site control, financing, permitting, and sufficient likelihood of execution of an interconnect agreement acceptable to the Kent County Water Authority.

- 2.3.7. Description of current workloads of the firm and/or the personnel to be assigned to this project and a description of the workload of each Department of the firm and consultants to be assigned. Description shall include current, proposed, projected and ability to service Kent County Water Authority.
- 2.3.8. Resume(s) of the Project Manager and any other key personnel considered germane to this Request for Proposal
- 2.3.9. Proposer must show evidence of the financial capability and experience to build, own and operate the project on a long-term basis. Proposer must provide details on if they will internally finance the project or use a financing partner.
- 2.3.10. Disclosure statement detailing any potential conflicts of interest relating to the Kent County Water Authority and any and all previous or proposed clients.
- 2.3.11. A copy of the Proposer's Public Entity Net Metering Financing Agreement per Section 10.3 of this RFP.
- 2.3.12. Copies of all documents listed in Section 10.4 of this RFP
- 2.3.13. Quantity and Price proposal per Section 10.5 of this RFP
- 2.3.14. Description of qualifications as described in Article 2 of this RFP
- 2.3.15. "KCWA Renewable Energy RFP – Bid Documents." This set of documents includes the following tables, which are required to be completed and returned with the Respondent's proposal submission to the KCWA (Pricing Form, Developer Overview, Project Experience, Development Team and References).
- 2.3.16. A list of Kent County Water Authority resources and data that may be required from KCWA staff.
- 2.3.17. Any and all other specifically related qualifications as deemed necessary for review.
- 2.3.18. Proposers must provide the above requested information through the completion and inclusion of the attached "KCWA Renewable Energy RFP – Bid Documents." This set of documents includes the following tables, which are required to be completed and returned with the Respondent's proposal submission to the KCWA:
  - Developer Overview
  - Development Team
  - Project Experience
  - References
  - VNM Project Information
  - Pricing/Bid Form

These forms are included as an attachment to this RFP. Respondent(s) to this RFP may request editable versions of this form by emailing [jdash@cleaneconomydevelopment.com](mailto:jdash@cleaneconomydevelopment.com). It is solely up to the Respondent(s) to email and receive a response for access to this form.

Kent County Water Authority reserves the right to modify the above qualifications.

- 2.4 In evaluating Proposals, Kent County Water Authority will consider the qualifications of only those Proposers whose Proposals are in compliance with the prescribed requirements and the Request for Proposal Invitation.
- 2.5 Kent County Water Authority reserves the right to reject any Proposal, or parts thereof, if the evidence submitted by, or the investigation of, such Proposer fails to satisfy Kent

County Water Authority that such Proposer is properly qualified to carry out the obligations of the Request for Proposals and any and all assignments from the Kent County Water Authority.

- 2.6 No Proposer may be considered if they are indebted to the Kent County Water Authority for any unresolved issues regarding unpaid invoices issued by the Kent County Water Authority, or services and materials owed to the Kent County Water Authority.
- 2.7 Each and every Proposer shall provide written evidence, at the time of the proposal submission and attached thereto, that they have or will acquire, prior to execution of the work or letter of engagement to the Kent County Water Authority, general liability insurance for protection of any and all claims arising out of service to Kent County Water Authority in an amount not less than \$1,000,000 per claim or occurrence with an aggregate amount not less than \$2,000,000.
  - 2.7.1 Cost of insurance shall be included in rates proposed to the Kent County Water Authority. Failure to provide written evidence will be grounds for rejection of Proposal.
- 2.8 **The Kent County Water Authority reserves the right to reject any proposal based upon the Proposer's prior history with the Kent County Water Authority or with any party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.**

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### ARTICLE 3. COPIES REQUEST FOR PROPOSAL DOCUMENTS:

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- 3.1. Complete sets of Request for Proposal Documents shall be used in preparing the Proposals. Kent County Water Authority assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Request for Proposal Documents or the proposer's failure to request clarification of interpretations in writing at the pre-proposal conference.
- 3.2. Kent County Water Authority, in making copies of Request for Proposal Documents available, does so only for the sole purpose of obtaining proposals for Professional Services for renewable energy remote net metering resources, and do not confer a license or grant for any other use.

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### ARTICLE 4. EXAMINATION OF REQUEST FOR PROPOSAL DOCUMENTS:

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- 4.1 Before submitting a Proposal, each Proposer must examine the Request for Proposal Documents thoroughly, and familiarize themselves with all applicable Federal, State, and local laws as well as the Kent County Water Authority Procurement Procedures that govern this solicitation.
- 4.2 The submission of a Proposal will constitute an incontrovertible representation by the

Proposer that they have complied with every requirement standard of this Request for Proposal and all documents contained herein.

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#### ARTICLE 5. INTERPRETATIONS:

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- 5.1 All questions about the meaning or intent of the Request for Proposal Documents shall be received in writing by Kent County Water Authority at the pre-proposal conference.
  - 5.2 Written clarifications or interpretations will be issued, if requested by Addenda, not later than four (4) calendar days before the Proposal opening date. Only questions answered by formal written Addenda will be binding. Oral and other clarifications or interpretations will be without legal effect. Addenda will be mailed via certified mail, with return receipt requested, to all parties recorded as having received the Request for Proposal Documents.
  - 5.3 Each Proposer shall be responsible for determining that they have received all Addenda issued and so note in the proposal response cover letter.
  - 5.4 Proposers are advised that once the RFP has been issued, there shall be no contact with any governmental employees (in particular with the Kent County Water Authority) regarding issues pertaining to this RFP. Instructions for participating in this proposal process, and information regarding this project, will be provided only through this RFP and written addenda.
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#### ARTICLE 6. PRE-PROPOSAL CONFERENCE:

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- 6.1 A pre-proposal conference will be held as described in the advertisement for Request for Proposals to discuss project related concerns.
  - 6.2 The Pre-Proposal conference is mandatory for all Proposers. Failure to attend will negate the Proposer's ability to submit a Proposal for consideration.
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#### ARTICLE 7. RECEIPT OF PROPOSALS:

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- 7.1 Sealed Proposals for the Request for Public-Private Partnership Agreement for Virtual Net Metered Renewable Energy Facility will be received at the time and place indicated in the Request for Proposals invitation.
- 7.2 Respondents shall also provide one (1) electronic copy on a flash, thumb, or similar electronic drive. All electronic submissions must be provided in a "searchable" format (ex: MS Word, MS Excel, PDF, etc.) where KCWA will have the ability to search, and scan submitted documents.

- 7.3 Kent County Water Authority may consider informal any Proposal not prepared and submitted in accordance with the provisions hereof.
- 7.4 Proposers are cautioned that it is the responsibility of each individual Proposer to assure that their Proposal is in the possession of the responsible official of the Kent County Water Authority prior to the stated time and at the place of the Proposal Opening. Kent County Water Authority is not responsible for Proposals delayed by mail and/or delivery services, of any nature.
- 7.5 All Proposals must be submitted in a sealed opaque envelope. Clearly indicate on the envelope jacket that it is a Proposal for Public-Private Partnership Agreement for Virtual Net Metered Renewable Energy Facility. Kent County Water Authority will not be responsible for any envelopes opened that are not clearly marked. (If forwarded by mail, Proposal shall be in a sealed outer envelope marked as described above and shall be enclosed in another "inner" envelope with the notation "PROPOSAL ENCLOSED" on the face.).

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#### ARTICLE 8. MODIFICATION OF REQUEST FOR PROPOSALS:

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- 8.1 Proposals may not be modified once a Kent County Water Authority representative receives them. After the opening of proposals, modifications will not be allowed.

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#### ARTICLE 9. KENT COUNTY WATER AUTHORITY INVOLVEMENT DURING THE PROJECT:

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- 9.1 It is clearly understood that the office and field personnel of the Kent County Water Authority will have limited involvement in the Project. The Proposer is required to provide all field services and office services in performing the Public-Private Partnership Agreement for Virtual Net Metered Renewable Energy Facility services to complete the requirements of the project. The Proposer shall submit, as part of the proposal, any potential services, data, and data collection needs that may be required from Kent County Water Authority as part of the project.
- 9.2 Kent County Water Authority shall provide all existing information to the selected Proposer for review from all available company sources.
- 9.3 Kent County Water Authority will not provide any field services for the project. The staff of the Kent County Water Authority will assist in data collection on existing Kent County Water Authority records only and not from any other sources. The Executive Director/Chief Engineer will be available to review, in detail, all aspects of the project and assist where necessary but will not provide any office work or fieldwork. Direction will be provided as needed. The intent of this section is to work cooperatively through the entire project, but it is clearly understood that the consultant is responsible for all work and services for the entire project.

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## ARTICLE 10. SCOPE OF WORK:

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### 10.1 **GENERAL**

The selected qualified renewable energy company shall be responsible for the development of remotely net metered renewable energy facilities to provide excess generation credits to the Kent County Water Authority pursuant to a Public Entity Net Metering Financing Agreement (“the Agreement”). The Renewable Energy Facilities must be owned and operated by the Proposer as well as financed, planned, permitted, designed, developed, installed, operated, and maintained by the Proposer with no cost to the Kent County Water Authority. The Kent County Water Authority is not interested in owning, managing, or maintaining any renewable energy systems.

Proposer shall be required to ensure the any proposed Renewable Energy Facility meets all qualifications as an eligible net metering system pursuant to Rhode Island net metering statute, Rhode Island General Laws Section 39-26.4-1 et seq., and the Rhode Island Public Utilities Commission net metering Tariffs as specified in R.I.P.U.C. No. 2078 and R.I.P.U.C. No. 2075, together. This includes and is not limited to ensuring eligible project sizing. Proposed Renewable Energy Facilities may be subject to review and approval by the Rhode Island Public Utility Commission prior to final execution of any Agreement with the KCWA.

#### 10.1.1 **Term**

The term of the Public Entity Net Metering Financing Agreement period is expected to be twenty (20) or twenty-five (25) years, commencing in 2022, depending on the Commercial Operation Date (“COD”) of the renewable energy facility or facilities.

#### 10.1.1 **Price**

The Kent County Water Authority is interested in Public Entity Net Metering Financing Agreement with either a fixed price (\$/kWh per net metering credit delivered) and/or floating rate (based on a percentage of the net metering rate) with or without annual escalators. Proposers shall complete the attached “KCWA Renewable Energy RFP Bid Forms” and may supplement this Form with notes and/or comments to support their pricing proposals; however simple and concise proposals are encouraged.

It is of importance to the Kent County Water Authority to reduce or eliminate development risk from projects so late-stage development projects by well- financed developers who have sufficient experience and an intention to own the project(s) are encouraged.

Proposers should submit proposals for net metering credits to be applied to an annual load of approximately 3,5000,000 kWh with an annual expense of \$600,000.00.

10.2 **GENERAL SCHEDULE**

10.2.1

<b><u>Event</u></b>	<b><u>Date</u></b>
a. RFP Release Date:	January 20, 2022
b. Deadline for Written Proposer Questions:	February 1, 2022
c. Response to Proposer Questions:	February 25, 2022
d. Proposal Due Date:	March 1, 2022

10.3 **AGREEMENT**

10.3.1 Proposers are required to submit their proposed Agreements (Public Entity Net Metering Financing Agreement and/or Remote Net Meter Credit Agreement) that is best aligned with the goals of this RFP and provides the greatest long term fiscal savings to the Kent County Water Authority. The term of the Public Entity Net Metering Financing Agreement period is expected to be twenty (20) or twenty-five (25) years, commencing in 2022, depending on the Commercial Operation Date of the renewable energy facility or facilities. Shorter or longer terms can be submitted and will be considered during the evaluation. Any resulting agreement shall be construed under and governed by the Laws of the State of Rhode Island. The terms of any resulting agreement cannot be modified, altered, or changed without the specific written approval of the Kent County Water Authority.

10.4 **OTHER REQUIRED DOCUMENTS**

10.4.1 Successful Proposer will be responsible for obtaining all federal, state, and local permits required for their project(s), if not received as of the date of their Proposal. This includes, but is not limited to wetlands, site plan review, special permit, subdivision, electrical, building, and Interconnection Service Agreements.

10.4.2 **All Proposers must submit the following documents or materials as part of their Proposal, or their Proposals will be rejected.**

10.4.2.1 Any proposed or pending or fully executed Interconnection Service Agreements.

10.4.2.2 Evidence of binding site control for the proposed system and the termination date for such site control.

10.4.2.3 Project timetable to ensure mechanical completion.



10.4.2.4 Status of any site plans and municipal permitting through zoning or planning offices and interconnection studies status (or completion) with National Grid for Virtual Net Metered projects.

10.4.2.5 List of all non-ministerial permits yet to be received, including but not limited to, special permits, Department of Environmental Management permits, conditional use permits, subdivision permits, development review permits, etc. **Failure to disclose any outstanding non-ministerial permits shall be an event of default on the part of the Proposer in the Public Net Metering Financing Agreement.**

10.4.2.6 Evidence (a copy of the town zoning map clearly showing the subject parcel, and a copy of the zoning bylaw use table) that the parcel(s) is zoned for the proposed renewable energy facility type.

## 10.5 QUANTITY AND PRICE

10.5.1 The Kent County Water Authority desires to enter into an agreement for net metering credits for up to 3.5 million kWh of annual load. Respondents must utilize the attached Pricing Form for submission. However, if the Proposer determines that the Pricing Form does not capture any unique aspects related to their bid, Proposers may supplement the Pricing Form with narrative detail. If any narrative detail is provided, it shall not exceed one page in length.

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## ARTICLE 11. REQUIRED SUBMITTALS FOR PROPOSAL:

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11.1 Please refer to Article 2.

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## ARTICLE 12. SELECTION CRITERIA FOR INTERVIEW:

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12.1 The Kent County Water Authority shall review Proposals based on the following criteria: a minimum of three Proposals (if sufficient #'s submitted) may be selected from the criteria below for interviews. Only those selected for an interview, if the Kent County Water Authority so chooses, shall be eligible for selection to perform the Services requested.

12.1.1 Competence and demonstrated knowledge and experience to perform and provide the services as reflected by experience of the firm.

12.1.2 Organization content of Proposal, clear and concise nature of presentation, ability and demonstrated understanding and approach to providing the required net metering resources. Creativity in approach to completion of tasks in a manner most advantageous to the Kent County Water Authority will be desired.

- 12.1.3 Ability to perform the services as reflected by the workload and availability of adequate personnel, past experience and experience with developing eligible renewable energy facilities. Demonstrated history of consistently providing resources of this nature within the allowable performance period.
- 12.1.4 Schedule with tasks. Time of completion is critical and will be considered carefully for selection. Organizations found to have a history of not completing work on time or meeting deadlines within defined timelines will not be considered.
- 12.1.5 Net metering and credit structure.
- 12.1.6 Additional Due Diligence and Information: KCWA may communicate with one, multiple or all Proposers who have meet the RFP deadline and submission requirements to seek additional information to be used in evaluation all responses. During this review, KCWA reserves the right to seek and accept additional and/or new information as related to Proposers firm, proposed and newly available project(s) and Proposer’s responses, detail, and additional information overall.

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**ARTICLE 13. INTERVIEW AND FINAL SELECTION:**

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- 13.1 Upon completion of Article 12, those firms selected will be notified of the date and time for interviews, which will be optional and determined by Kent County Water Authority. Interviews, if required, will be held directly with the Kent County Water Authority and each interviewed proposer will be given an opportunity for at least a 15-minute presentation, with follow up questions and conversation from KCWA staff, board, and consultants, involved in the RFP review and selection process.
- 13.2 The Kent County Water Authority reserves the right to award this Proposal in whole or in part and to reject any and all Proposals. The Kent County Water Authority reserves the right to award this proposal without interviews and basing these decisions on Article 11 and 12 above.
- 13.3 Proposer(s) understand that the KCWA may make a conditional award to one or more Respondents. Following this conditional award, the KCWA may enter into final negotiations and contract execution with the Proposer. The two parties shall agree upon a timetable to negotiate and finalize the Project design, scope, schedule and contracting agreement(s). Proposers understand that final Agreements shall be subject to the approval of the KCWA Board of Directors.

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**ARTICLE 14. ENGAGEMENT OF SERVICES:**

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- 14.1 Upon successful selection in Article 12 and/or 13, the Kent County Water Authority reserves the right to negotiate any and all parts to this Proposal with the selected Proposer

prior to formalization of a letter of engagement for services.

- 14.2 In the event the successful Proposer cannot fully and timely perform his contractual obligation and/or successfully negotiate the Proposal with the Kent County Water Authority, the Kent County Water Authority reserves the right to award the Proposal to any of the other qualified Proposers.
- 14.3 Kent County Water Authority reserves the right to reject any and all Proposals, or parts thereof, to waive any and all informalities if it is in Kent County Water Authority's best interest to do so, and the right to disregard all nonconforming, nonresponsive, or conditional Proposals or portions thereof.
- 14.4 It is fully intended to engage the services of the successful Proposer(s) as stated above upon successful negotiations and preparation of a letter of engagement and net metering agreement acceptable to Kent County Water Authority. The best rate and terms of agreement is paramount in consideration will not be the sole determining factor. No work shall proceed without prior written authorization.

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#### ARTICLE 15. AWARDS:

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- 15.1 The Kent County Water Authority reserves the right to reject any or all proposals, to waive technicalities and informalities, and to accept the proposal deemed best for the Kent County Water Authority. The award will be made to the Proposed who, in the opinion of the Kent County Water Authority, offers the best overall solution to meet the identified goals of this RFP. The evaluation will include, but will not necessarily be limited to the following (which are not ranked in order of importance to the Kent County Water Authority):
  - 15.1.1 Pricing.
  - 15.1.2 Experience with public net metering arrangements.
  - 15.1.3 Professional qualifications and experience of the Proposer as well as the Proposer's past experience in the installation/construction and current ownership of renewable energy facilities in New England, and in particular in RI or New England. Weight will be given to projects developed, or under final development, within the Kent County Water Authority service area.
  - 15.1.4 Financial stability and history of company and direct evidence of the ability to finance the project currently.
  - 15.1.5 Quality and term of the site control.
  - 15.1.6 Quality of the project location, site plan and any receipt of any local and state permits and evidence of the likelihood of the project being permitted in a timely fashion. Weight will be given to projects developed, or under final development, within the

Kent County Water Authority service area.

15.1.7 Project timing.

15.1.8 REC availability (if and as applicable).

15.2 The Kent County Water Authority reserves the right to select one or more of the projects submitted by a Proposer. Regardless of anything to the contrary stated herein, the Kent County Water Authority reserves the right to select a project based on factors not enumerated above at its unfettered and sole discretion.

15.3 Between the Proposal Due Date and the Preliminary Award Selection, the Kent County Water Authority may reach out to Proposers for clarification of any aspect of their Proposal. The Kent County Water Authority explicitly reserves the right to select a Proposal with a higher fixed price or a lower percentage rate, and during the period between the Proposal Due Date and the Preliminary Award Selection negotiate for a more favorable price or percentage for the Kent County Water Authority. Further the Kent County Water Authority reserves the right to negotiate with a successful Proposer, once selected, for any other projects in the Proposer's pipeline, if the Kent County Water Authority desires to increase its capacity for net metering credits, regardless of the criteria in this RFP.

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## ARTICLE 16. TERMS AND CONDITIONS FOR RFP:

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16.1 Proposal Materials. All material submitted in response to the RFP shall become the property of the Kent County Water Authority upon submission and will be considered as part of this RFP.

16.2 Rhode Island Public Records Law. Proposers are advised that all materials submitted for consideration in response to this RFP will be considered Public Records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, without exception, and will be released for inspection immediately upon request after an award has been made. Proposers may submit redacted versions of their Proposals, however only clearly established confidential information may be redacted. It will be at the sole determination of the KCWA is said redacted versions exclude information that is not deemed "confidential." In this case, the original RFP response will be included as Public Records in any requests.

16.3 RFP Interpretation. Interpretation of the wording of this document shall be the sole responsibility of the Kent County Water Authority and that interpretation shall be final.

16.4 Addenda. Any addendum issued to Proposers prior to the proposal opening date shall include an addendum acknowledgement section. Since all addenda shall become a part of the proposal, all addenda must be signed by an authorized Proposer representative and returned with the proposal. Failure to sign and return any and all addendum acknowledgements may be grounds for rejection of the proposal response.

- 16.5 Proposal Modification. Any exceptions/additions/alterations to the terms and conditions contained herein must be included in the Proposer's proposal response. Failure to provide the required data to allow for evaluation of the Proposer's response to the RFP, or failure to follow and complete the RFP proposal format and accompanying documents will be grounds for rejecting the proposal offer. The Kent County Water Authority reserves the right to reject any proposals that alter the terms specified in the RFP.
- 16.6 Confidentiality. From the date of issuance of the RFP until the opening date, the Proposer must not make available or discuss its proposal, or any part thereof, with any employee or agent of the Kent County Water Authority. The Proposer is hereby warned that any part of its proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Rhode Island State laws.
- 16.7 Obligation. This RFP in no manner obligates the Kent County Water Authority to the eventual purchase of any products or services described, implied, or which may be proposed, until confirmed by written agreement, and may be terminated by the Kent County Water Authority without penalty or obligation at any time prior to the signing of an agreement.
- 16.8 Certification. Proposer must certify (see Exhibit A) that it does not lawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state, and local laws, rules, and regulations.
- 16.9 Expenses. Expenses for developing and presenting proposals shall be the entire responsibility of the Proposer and shall not be chargeable to the Kent County Water Authority. All supporting documentation and manuals submitted with this proposal will become the property of the Kent County Water Authority unless requested by the Proposer, in writing, at the time of the submission, and agreed to, in writing, by the Kent County Water Authority.

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#### ARTICLE 17. MISCELLANEOUS:

- 17.1 In order to propose, a Proposer who is an out-of-state corporation must be registered to transact business in this State.
- 17.2 The Kent County Water Authority reserves the right to reject any and all proposals, wholly or in part; to waive technicalities; irregularities, and omissions; to make the award in a manner deemed to be in the best interest of the Kent County Water Authority; and to correct any award erroneously made as a result of a clerical error on the part of the Kent County Water Authority.
- 17.3 Proposals may be withdrawn at any time prior to the proposal receipt deadline date and time. Once the proposal receipt deadline has passed all proposals become the property of

the Kent County Water Authority.

- 17.4 Complete records of all proposals and awards are maintained by the Kent County Water Authority. All proposal documents will be made available for public examination after the proposal evaluation committee has completed its proposal review, selection, and final award.
- 17.5 Proposers are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein or a false statement, whether knowingly or not, will likely result in rejection of the proposal or termination of the Public Net Metering Financing Contract.
- 17.6 Proposals may be viewed at the office of the Kent County Water Authority, immediately upon the conclusion of the formal meeting during which the proposals are unsealed/opened.
- 17.7 As the Kent County Water Authority is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
- 17.8 Proposals may be submitted on an "equal" in quality basis. We reserve the right to decide equality.
- 17.14 Awards will be made within 90 days of proposal opening. All agreement prices will be considered firm. Requests for price increases or a material change in net metering pricing will not be honored and could result in contract termination by the Kent County Water Authority.
- 17.15 Failure to deliver within the time quoted or failure to meet specifications may result in default action in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

KENT COUNTY WATER AUTHORITY

END OF REQUEST FOR PROPOSAL  
(ATTACHMENTS TO FOLLOW)

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Kent County Water Authority

**PROPOSAL**

TO: Kent County Water Authority  
1072 Main Street  
West Warwick, RI 02893

We, the undersigned, propose to furnish to the Kent County Water Authority  
**"Request for Proposals for Public-Private Partnership Agreement for Virtual Net  
Metered Renewable Energy Facilities"** per attached Request for Proposal.

Did you deviate from the Request for Proposal in any way: YES\_\_\_\_\_ NO\_\_\_\_\_  
(If yes, you must submit a detailed description of all deviations so that your product or service  
can be properly evaluated.)

Did you receive an addendum: YES\_\_\_\_\_ NO\_\_\_\_\_

Delivery: \_\_\_\_\_ calendar days after receipt of order.

By: \_\_\_\_\_  
Authorized Signature      Date      Company

\_\_\_\_\_  
Print Name & Title      Address

\_\_\_\_\_  
Telephone      Fax      City      State      Zip Code

**Please submit proposal page and any brochures in DUPLICATE**

## Exhibit A

### Certification of Proposer

Upon behalf of \_\_\_\_\_ (Proposer's Name), I, \_\_\_\_\_ (Name of Person Making Certification), being its \_\_\_\_\_ (Title or "Self"), hereby certify that:

1. Proposer does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
2. All of Proposer's employees have been hired in compliance with all applicable federal, state, and local laws, rules, and regulations.

I affirm by signing below that I am duly authorized on behalf of Proposer, on this \_\_\_\_ day of \_\_\_\_\_ 2022.

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The following tables are to be completed and returned with the Respondent's proposal to the KCWA:

1. Developer Overview
2. Development Team
3. Project Experience
4. References
5. Pricing Form (which includes notes and comments to provide any additional Pricing assumptions, details, or other information).



## Developer Overview

Company Name	
Your Name	
Title	
Company Address: Street	
Company Address: Floor/Suite/Etc.	
Company Address: City, State	
Company Address: Zip Code	
Phone #	
Email	
Age of Firm (Years)	
DUNS# or SAMS# (if applicable)	
Is the Company M/W/DBE Certified?	
State of Corporate Organization; Organizational structure (ex: RI – LLC)	
List of parent companies and/or subsidiaries	
List of Relevant business certificates (ex: “RE Professional Certificate”)	
List of Relevant business associations/memberships (ex: SEIA)	
List of Relevant business (project) awards, accolades, recognitions, etc.	
Annual Gross Revenues (dollars, prior year)	
Number of direct employees: Rhode Island	
Number of direct employees: Nationally	
Total MW (DC) developed: USA	
Total MW (DC) developed: RI	
Total VNM Projects (MW DC) developed: USA	
Total VNM Projects (MW DC) developed: RI	
Total projects completed (MW DC) on behalf of:	
Private Entities	
Public Agencies	
Non-profit Organizations	
Total MW (DC) currently owned and operated: USA	
Total MW (DC) currently owned and operated: RI	
Has company ever defaulted or renegotiated a contract of similar size and scope?	



Developer Team	
<b>Development Team and EPC</b>	
Is project development team in-house or subcontracted?	
Is project EPC team in-house or subcontracted?	
<b>List of all individuals assigned to project and their role/responsibility</b>	
Role	Name
Founder and CEO	
Director/Head of Business Development	
Chief Financial Officer	
Lead Design	
Director/Head of Project Development	
Co-Developer	
Director/Head of Engineering	
Director/Head of Construction	
Director/Head of Project Management	
Director/Head of Asset Management	
Other (Describe)	
Other (Describe)	
Other (Describe)	
Other (Describe)	
Other (Describe)	
Other (Describe)	
<b>List Key subcontractors here (if applicable):</b>	
Role	Name
Design and Engineering	
Utility & Interconnection	
Engineer: Civil	
Engineer: Environmental	
Engineer: Mechanical	
Electrical Contractor	
EPC	
Legal	
Other (describe)	
Other (describe)	
Other (describe)	
Other (describe)	
Other (describe)	
<b>Disadvantaged Business Information</b>	
Are any Subcontractors certified disadvantaged businesses (ex: MBE; WBE)	
If yes, approximate percentage of contract value of MBE subcontractors.	





Developer References	
<b>Reference #1</b>	
Client/Organization Name	-
Contact Name	-
Contact Phone #	-
Contact Email	-
Size (MW DC) and type (solar, wind) of Project(s)	-
Type of contract (ex: PPA, NMCA)	-
Commercial Operation Date	-
Developer role (develop, own, etc.)	-
<b>Reference #2</b>	
Client/Organization Name	-
Contact Name	-
Contact Phone #	-
Contact Email	-
Size (MW DC) and type (ex: solar, wind) of Project(s)	-
Type of contract (ex: PPA, NMCA)	-
Commercial Operation Date	-
Developer role (develop, own, etc.)	-
<b>Reference #3</b>	
Client/Organization Name	-
Contact Name	-
Contact Phone #	-
Contact Email	-
Size (MW DC) and type (ex: solar, wind) of Project(s)	-
Type of contract (ex: PPA, NMCA)	-
Commercial Operation Date	-
Developer role (develop, own, etc.)	-
<b>Reference #4</b>	
Client/Organization Name	-
Contact Name	-
Contact Phone #	-
Contact Email	-
Size (MW DC) and type (ex: solar, wind) of Project(s)	-
Type of contract (ex: PPA, NMCA)	-
Commercial Operation Date	-
Developer role (develop, own, etc.)	-
<b>Reference #5</b>	
Client/Organization Name	-
Contact Name	-
Contact Phone #	-
Contact Email	-
Size (MW DC) and type (ex: solar, wind) of Project(s)	-
Type of contract (ex: PPA, NMCA)	-
Commercial Operation Date	-
Developer role (develop, own, etc.)	-



**Project Information (Please provide details on the Remote Net Metering projects being offered)**

<b>Project Overview</b>	<b>Project #1</b>	<b>Project #2</b>	<b>Project #3</b>	<b>Project #4</b>	<b>Project #5</b>
Project Name	-	-	-	-	-
Location (Municipality/State)	-	-	-	-	-
Technology	-	-	-	-	-
Installed capacity: MW AC	-	-	-	-	-
Installed capacity: MW DC	-	-	-	-	-
Estimated 1st year production: kWh	-	-	-	-	-
Production per MW DC	-	-	-	-	-
Production guarantee amount (%)	-	-	-	-	-
Is Project site disturbed? If yes, type (ex: former landfill)	-	-	-	-	-
Form of Project site control:	-	-	-	-	-
Evidence of local support?	-	-	-	-	-
If yes, briefly describe:	-	-	-	-	-
Total acres of project site:	-	-	-	-	-
Total acres of clearing needed or completed within last year:	-	-	-	-	-
Type and amount of decommissioning bond/plan	-	-	-	-	-
Total kWh already under contract with eligible off-takers	-	-	-	-	-
<b>System Components</b>	<b>Project #1</b>	<b>Project #2</b>	<b>Project #3</b>	<b>Project #4</b>	<b>Project #5</b>
Generation: Make/Model	-	-	-	-	-
Generation: Warranty (years)	-	-	-	-	-
Inverter: Make/Model	-	-	-	-	-
Inverter: Warranty (years)	-	-	-	-	-
DAS: Make/Model	-	-	-	-	-
DAS: Warranty (years)	-	-	-	-	-
<b>Project Schedule: Insert Date of Completion</b>	<b>Project #1</b>	<b>Project #2</b>	<b>Project #3</b>	<b>Project #4</b>	<b>Project #5</b>
Design	-	-	-	-	-
Financing	-	-	-	-	-
Zoning and Permitting Approvals	-	-	-	-	-
Interconnection Approval	-	-	-	-	-
Start of Construction	-	-	-	-	-
Commercial Operational date	-	-	-	-	-
<b>Zoning and Permitting: Insert Date of Completion</b>	<b>Project #1</b>	<b>Project #2</b>	<b>Project #3</b>	<b>Project #4</b>	<b>Project #5</b>
Zoning Approval	-	-	-	-	-
Planning Approval	-	-	-	-	-
Master Plan Approval	-	-	-	-	-
RIDEM	-	-	-	-	-
All other (please describe) (FAA / RIDOT / Fire Plan / Etc.)	-	-	-	-	-
<b>Utility Interconnection</b>	<b>Project #1</b>	<b>Project #2</b>	<b>Project #3</b>	<b>Project #4</b>	<b>Project #5</b>
Name of likely feeder and closest substation	-	-	-	-	-
Feeder rating	-	-	-	-	-
Current feeder interconnection queue	-	-	-	-	-
Estimated maximum capacity available on feeder	-	-	-	-	-
Utility Interconnection: Comments/Detail	-	-	-	-	-



**Pricing Form: Long-Term Remote Net Meter Credits**

Bid Option	Project Offered	Contract Volume Offered (kWh)	Contract Term (Years)	Bid: NMCR Discount Rate	Bid: NMCR Fixed Price	Annual Escalator (if applicable)	Contract Floor Rate (if applicable)	Does Price Include RECs?
Bid Option #1	-	0	-	0.00%	\$0.00000	0.00%	\$0.00000	-
Bid Option #2	-	0	-	0.00%	\$0.00000	0.00%	\$0.00000	-
Bid Option #3	-	0	-	0.00%	\$0.00000	0.00%	\$0.00000	-
Bid Option #4	-	0	-	0.00%	\$0.00000	0.00%	\$0.00000	-
Bid Option #5	-	0	-	0.00%	\$0.00000	0.00%	\$0.00000	-
Bid Option #6	-	0	-	0.00%	\$0.00000	0.00%	\$0.00000	-
Bid Option #7	-	0	-	0.00%	\$0.00000	0.00%	\$0.00000	-
Bid Option #8	-	0	-	0.00%	\$0.00000	0.00%	\$0.00000	-
Bid Option #9	-	0	-	0.00%	\$0.00000	0.00%	\$0.00000	-
Bid Option #10	-	0	-	0.00%	\$0.00000	0.00%	\$0.00000	-
Bid Option #11	-	0	-	0.00%	\$0.00000	0.00%	\$0.00000	-
Bid Option #12	-	0	-	0.00%	\$0.00000	0.00%	\$0.00000	-
Bid Option #13	-	0	-	0.00%	\$0.00000	0.00%	\$0.00000	-
Bid Option #14	-	0	-	0.00%	\$0.00000	0.00%	\$0.00000	-
Bid Option #15	-	0	-	0.00%	\$0.00000	0.00%	\$0.00000	-
Bid Option #16	-	0	-	0.00%	\$0.00000	0.00%	\$0.00000	-
Bid Option #17	-	0	-	0.00%	\$0.00000	0.00%	\$0.00000	-
Bid Option #18	-	0	-	0.00%	\$0.00000	0.00%	\$0.00000	-
Bid Option #19	-	0	-	0.00%	\$0.00000	0.00%	\$0.00000	-
Bid Option #20	-	0	-	0.00%	\$0.00000	0.00%	\$0.00000	-