



TOWN OF WESTERLY

REQUEST FOR PROPOSAL

2016-002

Virtual Net Metering

MARCH 2016

**Request for Proposals
2016-002
Virtual Net Metering**

The Town of Westerly, RI (the “Town”) is seeking sealed proposals from qualified firms (“Respondent”) who will plan, permit, design, install, finance, operate and maintain one or more grid-connected, distributed, renewable energy projects (the “Project”), which will produce approximately 4,073,285 kWh of renewable electricity annually. Electricity produced from the Project shall be used directly by the Town, via a net-metering arrangement (including “virtual net-metering, if applicable) against the aggregation of Town electrical accounts. Respondent shall provide the Town a renewable energy Power Purchase Agreement (“PPA”), or an arrangement similar to a PPA, that provides the greatest long-term energy and cost savings to the Town.

Respondent may propose potential Projects that are both located within the Town municipality or outside the Town’s municipality, however in either case a detailed description and the likelihood of achieving zoning, permitting and means of electricity contracting must be provided.

This RFP is seeking up to 4,073,285 kWh or annual renewable energy electricity from “*one or more grid-connected, distributed renewable energy projects.*” This means that all 4,073,285 do not have to come from either a single Project or a single Respondent. The Town will evaluate all Responses, and may choose to award a single project, a single respondent, multiple projects and/or multiple respondents. It is entirely possible that multiple respondents and/or projects may be awarded in the goal of achieving the most cost effective means or procuring the desired annual electricity.

By means of examples:

- A Respondent may submit a single Project, even if the Project alone doesn’t provide at least 50% of the sought-after kWh.
- A Respondent may submit multiple projects that may or may not provide 100% of the sought-after kWh.
- A collaboration of respondents may submit multiple projects that may or may not provide 100% of the sought-after kWh.

A pre-bid meeting will be held on **March 10, 2016 @ 3:00 P.M.** at Westerly Town Hall, 45 Broad St., lower level, Westerly, RI 02891

Respondents shall submit four (4) paper copies in a sealed envelope to the office of the Purchasing Agent, Town of Westerly, 45 Broad Street, Westerly, RI, 02891. Proposals must be received on or before **3:00 PM, March 23, 2016**. Mark on outside of bid envelope the bid title, bid number and date/time of bid submission.

The Town of Westerly does not discriminate on the basis of age, race, religion, national origin, color or disability in accordance with applicable laws and regulations. Individuals requesting interpreter services for the hearing impaired or other individuals requiring special accommodations should call 348-2500 or 596-2022 (v/tdd) 72 hours in advance of the hearing date.

STANDARD INSTRUCTIONS TO BIDDERS

TOWN OF WESTERLY

PURCHASING DEPARTMENT

THESE INSTRUCTIONS ARE STANDARD FOR ALL PROPOSALS ISSUED BY THE PURCHASING DEPARTMENT AND MAY BE DELETED, OR MODIFIED BY INDICATING SUCH CHANGE BY “SPECIAL INSTRUCTIONS TO BIDDERS.”

1. Receipt and Opening of Proposal

Sealed proposals (bids) will be accepted in the Purchasing Dept., Westerly Town Hall, 45 Broad St., Westerly, RI 02891 until the time indicated on the advertisement for Bids, for the commodities, equipment or services designated in the specifications and will then be publicly opened and read.

2. Form of Bid

Proposal must be submitted on and in accordance with the forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal or in the item or items mentioned therein, must contain the name and proper address of the bidding firm, and must be signed by a responsible member of the firm with his/her signature and official title. Proposals that are not complete, or contain any omissions, erasures, alterations, additions or contain irregularities of any kind, may be rejected.

3. Submission of Bids

a. Envelopes containing bids must be sealed and addressed to the Purchasing Department, Westerly Town Hall, 45 Broad St., Westerly, RI 02891 and must be marked with the name and address of bidder, date and hour of opening, and name of bid.

b. The Purchasing Agent will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.

c. Any bidder may withdraw his/her bid by written request at any time prior to the advertised time for opening. Telephonic bids, amendments, or withdrawals will not be accepted.

d. Unless otherwise specified, no bid may be withdrawn for a period of ninety (90) days from the date of bid opening.

e. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.

f. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.

4. Prices

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

5. Terms

Cash discounts offered will be considered in determining awards. The discount period shall be computed from the date of delivery or from the correct invoice as received by Town Treasurer, whichever date is later. The date of delivery shall be construed to mean the date on which bid item is determined to meet the specifications and is therefore acceptable. Discounts for a period less than thirty (30) days may not be considered. Payment terms are net 30.

6. Rhode Island Sales Tax

The Town is exempt from the payment of R.I. Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Para..1, as amended.

7. Federal Excise Taxes

The Town is exempt from the payment of any excise or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

8. “Or Equal” Bidding

When the name of a manufacturer, a brand name, or manufacturer’s catalogue number is issued as the bid standard in describing an item followed by “Or Equal” this description is used to indicate quality, performance and other essential characteristics of the article required.

If bidding on other than the make, model, brand or sample specified, but equal thereto, bidder must so state by giving the manufacturer’s name, catalogue number and any other information necessary to prove that the intended substitution of a commodity is equal in all essential respects to the bid standard. Bidder must prove to the satisfaction of the Town of Westerly or by person or persons designated by him, that his/her designated substitute is equal to the bid standard: otherwise, his/her bid will be declared “No Bid” insofar as the item in question is concerned.

9. Award and Contract

Unless otherwise specified, the Town of Westerly reserves the right to make award by item or items, or by total, as may be in the best interest of the Town; accept a proposal based on considerations other than costs; and waive and modify any provisions of the request for proposal.

A written award (or acceptance of Bid) mailed (or otherwise furnished) to the successful bidder followed by an authorized Purchase Order shall, unless otherwise specified, be deemed to result in a binding contract without further action by either party.

10. Delivery

All prices must be on the basis of F.O.B. Delivery Point, Westerly, Rhode Island. The bid prices must include delivery and shipping to the Town. No additional shipping, handling, or fuel surcharge costs will be honored by the Town. Deliveries must consist only of new merchandise or equipment (unless otherwise specified) and shall be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. No delivery shall become due or be acceptable without an authorized Purchase Order issued by the Purchasing Agent.

11. Equal Employment Opportunity Policy Statement

For the purposes of this Policy, the term “vendor” shall mean any and all individuals, companies, corporations, and business entities that provide goods or services to the Town of Westerly pursuant to any and all relevant and appropriate Federal, State, and local purchasing rules, regulations, and procedures.

The Town of Westerly is committed to the general policy and principle of Equal Employment Opportunity in terms of retaining vendors to provide the Town with goods and services necessary for routine and emergency operations. The Town of Westerly will not discriminate against vendors as entities, or individual employees thereof on any legally-recognized basis included, but not limited to, race, age, color, religion, sex, marital status, national origin, physical or mental disability, Veteran’s status, pregnancy, sexual orientation, genetic conditions, predisposition to certain diseases, or ancestry, except where a bona fide occupational qualification exists.

12. Town’s Right to Reject

The Town of Westerly reserves the right to reject any and all proposals, to waive any informality in the proposals received and to accept the proposal deemed to be most favorable to the best interests of the Town.

13. Bond/Surety

Contractor awarded a contract with a contract price in excess of fifty thousand dollars (\$50,000) for construction, buildings or public works is to file with the proper authority good and sufficient bond with surety furnished by any surety company authorized to do business in the State of Rhode island and in accordance with Chapter 13 of the General Laws of Rhode Island entitled “Labor and Payment of Debts by Contractors”.

14. Insurance

The Town of Westerly should be named as *Additional Insured* for all applicable coverage on the certificate and as the Certificate Holder. The CONTRACTOR shall provide the following insurances in accordance with the General Conditions:

A contractual liability endorsement providing insurance coverage for contractor’s agreement to indemnify Town. Deductible amounts in excess of \$5,000 require Town/Town’s prior approval.

1. Contractor must submit certificate(s) of insurance evidencing required coverage.
11. Endorsement provisions, with respect to the insurance afforded to “additional insured”
 - A. Primary coverage: With respect to claims arising out of the operations of the named insured, insurance as afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insured.
 - B. Cross liability: The naming of more than one person, firm, or corporation as insured under the policy shall not, for that reason alone, extinguish any rights of the insured against another, but this endorsement, and the naming of multiple insured, shall not increase the total liability of the company under this policy.
 - C. Notice of cancellation: If the policy is canceled before its expiration date for any reason other than the non-payment of premium, the issuing company shall provide town/Town at least a thirty (30) day written notice before the effective date of cancellation.

If the policy is canceled before its expiration date for the non-payment of premium, the issuing company shall provide the Town at least ten (10) day written notice before the effective date of cancellation.

Notices shall be mailed to: Attn: Eileen Cardillo, Town of Westerly, 45 Broad St., Westerly, RI 02891. The contractor, at its sole cost and expense, shall obtain and maintain, in full force and effect throughout the entire term of any resultant agreement, the insurance coverage herein described, insuring not only the contractor and its sub-consultants, if any, but also, with the exception of workers’ compensation, employer’s liability and professional insurance, naming as additional insured and certification holder, the Town of Westerly, if applicable.

The CONTRACTOR shall provide the following insurances in accordance with the General Conditions:

- A. The Contractor shall assume responsibility and liability for all injuries to persons or damages to property, including property in your care, custody, and control, directly or indirectly due to, or arising out of, his operations under the contract and shall be responsible for the proper care and protection of all work performed until completion and final acceptance by the Town.
- B. The Contractor shall also indemnify and save harmless the Town against any and all claims of whatever kind and nature due to, or arising out of, his/her breach or failure to perform any of the terms, conditions, or covenants of the contract resulting from acceptance of his/her Bid.
- C. The Contractor shall furnish certificates of insurance from companies acceptable to the Town. All Insurance Companies listed on certificate must be licensed to do business in the State of Rhode Island. The Contractor shall provide a certificate of insurance as specified on the bidding forms. Contracts of insurance (covering all operations under this contract) shall be kept in force until the Contractor's work is accepted by the Town.

Required coverage to be evidenced:

1. Worker's Compensation: Worker's Compensation Statutory Coverage
2. Comprehensive General Liability including Premise/Operations; Explosion, Collapse and Underground Property Damage; Products/Completed Operations, Broad Form Contractual, Independent Contractors; Broad Form Property Damage; and Personal Injury liabilities.

Carrier shall be A-rated or higher.

(a) Bodily Injury: \$1,000,000 Each Occurrence

\$2,000,000 Annual Aggregate

(b) Property Damage: \$1,000,000 Each Occurrence

\$2,000,000 Annual Aggregate

(c) Personal Injury: \$1,000,000 Each Occurrence

\$2,000,000 Annual Aggregate

3. Comprehensive Automobile Liability including all owned (private and others), hired and non-owned vehicles: Carrier shall be A- rated or higher.

(a) Bodily Injury: \$1,000,000 Each Person, Combined Single Limit & Property Damage

D. Contractor to purchase and maintain Excess Liability insurance in the Umbrella form with Liability Limits no less than \$5,000,000. for Bodily Injury and Property Damage. Coverage to be maintained in accordance with the above requirements. Evidence of such excess liability shall be delivered to Owner in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance.

E. If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with this Section on the basis of its not complying with the Contract Documents, Owner will notify Contractor in writing thereof within ten days of the date of delivery of such certificates to Owner.

Contractor will provide such additional information in respect of insurance provided by him/her as Owner may reasonably request.

All applicable coverage to include the Town of Westerly as "additional insured".

F. The awarded firm(s) will be required to submit a certificate of insurance for professional liability and errors/omission insurance with limits of at least one million dollars (\$1,000,000), and naming the Town of Westerly as additional insured.

15. Labor Regulations

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these Specifications:

- A. The Contract for Work under this proposal will obligate the contractor and subcontractors not to discriminate in employment practices and conform with Executive Order No. 11246.
- B. Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.
- C. Successful bidders must, if required, submit a list of all subcontractors who will perform Work on the Project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the Work, together with any information to the effect that such labor pools practices or policies are in conformity with Executive Order No. 11246; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employment, and equal treatment of employees seeking employment and performing Work under this Contract; or a certification as to when such agents or labor pools have failed or refused to furnish them, prior to award of the Contract.

16. Wage Rates

Attention of the bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract. In conformity with the provisions of Chapter 13 of Title 37, General Laws, Rhode Island, 1956, as amended, the minimum wages for a day's work paid to craftsmen, teamsters and laborers shall be not less than the customary and prevailing rate of wages for a day's work in the locality where the work is undertaken. Such a schedule of wages has been established on a minimum hourly basis and is in file in the office of the State Department of Labor.

**Request for Proposals
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Section 1. Notice of Request for Proposals (“RFP”)

The Town of Westerly, Rhode Island (the “Town”), recognizes the benefits and value of renewable energy projects as a means of stabilizing and reducing its long-term electricity costs; reducing its carbon footprint and correlating impact to the environment and community; and incorporating local economic development opportunities for the Town.

Further, the Town recognizes that the state of Rhode Island has made significant improvements in the number and types of incentives and related policies that support the development new renewable energy projects, particularly projects that benefit the state’s municipalities through public-private partnerships.

Given the above, the Town, which currently utilizes approximately 4,073,285 kWh of electricity annually, seeks to procure up to 100% of this annual electricity by contracting with a private renewable energy developer who will provide this electricity from the development of one or more renewable energy projects. Renewable energy technologies that will be considered are those that are consistent with Rhode Island General Law § 39-26-5:

- Solar PV or concentrated solar power (CSP)
- Wind Power
- Hydropower
- Biomass (in compliance with R.I.G.L. Chapter 39-26-2(6))
- Fuel cells (using resources listed above)
- Waste-to-energy (in compliance with R.I.G.L. Chapter 39-26-2(6))
- Geothermal

The location and/or siting of proposed Projects may or may not be located within the Town, however in either case a description of the proposed net metering (including virtual net metering through a municipal collaborative) must be provided.

The purpose of this RFP is to seek and select a qualified third party renewable energy developer (“Developer”) who will successfully plan, permit, design, install, finance, operate and maintain one or more renewable energy projects. The Town is soliciting term agreements that identify the following:

- No cost to the Town to build, commission, operate and maintain (potentially excluding routine grounds maintenance) the Solar Facility.
- Estimated saving and expense projections over the life of the agreement.

Site Maintenance

Site maintenance of the grounds is expected to be the responsibility of the successful Proposer(s).

Operation and Maintenance Manuals and As-Built Drawings

While the successful Proposer(s) will be responsible for Operation and Maintenance (O&M) over the term of the agreement, the Town wishes to be informed of the O&M requirements for the system.

Therefore, the successful Proposer(s) will provide complete sets of O&M manuals to the Town and in electronic format. The O&M manuals will contain the operation, maintenance, and parts manuals for the installed solar PV system components. The O&M manuals will cover all components, options, and accessories supplied. The O&M manuals will include response time commitments, maintenance, troubleshooting, and safety precautions specific to the supplied equipment.

The successful Proposer(s) will also provide complete sets of as-built drawings, including all aspects of interconnection(s) to existing electrical system. Of particular importance will be accurate representation of all newly constructed components. The successful Proposer(s) will also prepare and supply operating procedures that outline methods for inspection, operation, and maintenance.

The Town reserves the right to shut down the system if it compromises the structure or proper functionality of the municipality, or during acts of God. Furthermore, the Town reserves the right to review the successful Proposer(s) design and approve the solar facility's interconnection with the switchgear and shutdown protocols during a power outage or acts of God.

Minimum System Performance

During start-up, the successful Proposer(s) will demonstrate performance of the system and each system element to the satisfaction of the Town. Required commissioning and acceptance testing services may include:

- Starting up the solar PV facility until it achieves the performance requirements specified in the agreement.
- Conducting the performance testing over a consecutive 30-day period to confirm that the system operates and meets the design intent. The tests will verify that the system, as installed, is safe for personnel and municipal operators, as well as the equipment, and establish or verify system power rating. Test methods and procedures will be used on the installed PV system to determine actual post-construction operational performance and safety characteristics.
- If system performance does not meet the design intent within a fixed period, the system will be rejected and the successful Proposer(s) will modify or redesign the system. Another fixed period will be granted and will be repeated if needed until an acceptable 30-day test period is completed.
- Providing the successful delivery of power within 30 days following performance test acceptance.

Monitoring

An Internet Monitoring System will be provided by the successful Proposer(s). Data storage, management, and display will be the responsibility of the successful Proposer(s). An independent/Web-based monitoring system is acceptable.

Regularly collected data should reflect, but not be limited, to the following:

- System performance at the system level and down to the lowest reasonably achievable level within the PV system;
- System availability;

- Average and accumulated output (x-minute, hourly, and daily totals) with tabular and graphical outputs available;
- Capacity factor;
- Degradation at the system level and down to the lowest reasonably achievable level within the PV system, and;
- Insolation and ambient temperature data for use in applying the contractual performance requirements.

Warranties and Guarantees:

The successful Proposer(s) will be responsible for any and all manufacturer warranties and other warranty related issues throughout the term of the PPA. The successful Proposer(s) will provide the Town with a complete system guarantee and a minimum level of service to ensure 24 hours, 7 days a week monitoring of operational capacity, with a response time of less than agreed upon hours when poor system performance occurs.

Electricity produced from the Project shall be used directly, via a net-metering arrangement against the aggregation of Town electrical accounts. Developer shall provide the Town with a renewable energy Power Purchase Agreement (“PPA”), or an arrangement similar to a PPA, that provides the greatest long-term energy and cost savings to the Town.

Section 2. Overview, Objectives and Project Information

The objective of the RFP is to identify and select a renewable energy developer who proposes a Project that offers:

1. The most feasible plan to achieve required local, state, federal, community, utility and all other approvals needed for successful development and operation of the Project;
2. The most timely process to achieve all the items outlined in Section 1 above;
3. The proposal that provides the greatest long-term energy value and cost savings to the Town.

Evaluation of Proposals will include consideration of experience and expertise in Rhode Island based renewable energy planning, design, permitting, construction and operation; experience, qualifications and availability of Project team; fiscal capacity of Respondent and their ability to finance the proposed Project as well as meet any on-going fiscal obligations to the Town; references from previous clients of similar projects.

Selected renewable energy Provider will work with the Town and the Town’s consultants, if applicable to implement the renewable energy partnership, through a Scope of Work presented by the Respondent and mutually approved by the Town.

Section 3. Submission Requirements

Respondents shall submit four (4) paper copies in a sealed envelope to the office of the Purchasing Agent, Town of Westerly, 45 Broad Street, Westerly, RI, 02891 must be received on or before **3:00 PM, March 23, 2016**. Mark on outside of bid envelope the bid title, bid number. **Appendix A, Bidder Certification must be completed and included with your proposal.**

Responses to this RFP **must include a transmittal letter**, indicating that the Respondent has carefully read and understands all of the provisions of this RFP. An individual who is authorized to negotiate and execute binding agreements with the Town must sign transmittal letter.

Proposed Term Financial Analysis: For each proposal, submit an annual financial analysis that covers the period of the associated time period of the proposer(s) proposal. The financial analysis will present a summary of costs and benefits for the Town during the agreement term of power production.

The summary will include the following:

- All costs to the Town including contract costs with Proposer(s).
- Incentives, rebates and tax credits (including accelerated depreciation) to be received.
- Incentives will be limited to the foreseeable programs available to this project, including federal, state and local programs. The Proposer(s) will list and describe each incentive program, and any limitations, to include schedule, that would apply to this project.
- The value of avoided electricity costs to the Town. Avoided electrical costs will be based upon the following information:
 - An assumed cost of electricity for Westerly based on the Energy Supplier billing rate. Westerly is a National Grid customer.
 - Assumed escalation rate(s) for electricity prices
 - Proposer(s) assumed rate of PV degradation.
 - System electrical production will be summarized from data developed for the technical description, in kWh per year.

Section 4. Applicant Response: Proposal and Scope of Work

Information provided in response to this RFP shall be used to determine the Respondent that can most effectively deliver the proposed Project, in a timely manner that provides the greatest long-term energy value and cost savings to the Town. Respondents are required to provide detailed responses to the following:

1. Executive Summary: Please provide an executive summary of the proposed Projects, including the type of renewable energy that will be utilized; the exact location(s) and total number renewable energy systems; drawings, renderings and/or layouts of the Project; estimated annual energy output; and an offer for both types of Project financing – Turnkey Project Cost and renewable energy PPA, or similar. PPA must include contract type, term and pricing schedule with the Town.
2. Financial Capacity: Proposals will include audited financial statements for the past three (3) years for the Proposer or the lead/prime firm if a team proposal. Proposer(s) will also demonstrate that they or key members of their team (i.e., general contractor) have the bonding capacity to accommodate the potential magnitude of the program. Proposer(s) should describe their bonding capacity and name the relevant sureties or insurance companies that serve as their performance bonding agent.
3. Project Timeline: Please provide a complete and detailed project schedule indicating major project milestones and durations. Schedule should assume an RFP award notice of February 15, 2016. The Town is seeking Projects with a demonstrated capacity to commence construction by June 2016.
4. Site Control: Please demonstrate that Respondent has control, the right to acquire control, or a plan to acquire site control of any and all sites being proposed in response to this RFP, including necessary easements or rights of way required for interconnection and operation of the Project.

Responses without demonstrated site control will not automatically be disqualified from RFP review, evaluation and selection, however, responses with demonstrated site control will be evaluated higher, with respect to this aspect of the RFP's review and evaluation. Responses that do not have demonstrated site control at the time of RFP response submission shall be required to obtain a binding site control agreement prior to execution of any PPA, or similar long-term energy financing transaction with the Town.

5. Site Plan: Please provide a site plan and map that clearly identifies the location of the property, the total size of the property, location of each renewable energy system and proposed interconnection point(s). Additionally please provide any information related to existing or planned infrastructure, transmission facilities, roadways, and water sources.

6. System size and Electrical output: Please detail the proposed Projects' total installed capacity and estimated annual production. For production analysis, please provide the following:

Solar Projects:

- a. The methodology used to calculate annual production;
- b. Shading analysis at proposed site.
- c. Estimated net capacity factor for the Project;
- d. Assumed annual degradation factor;
- e. Expected operating life of the Project;
- f. Total estimated annual Project production for the first full year of operation
- g. Total Project production over a full 20 year Project life.

Wind Projects:

- a. Summary of wind resource data and analysis completed for proposed Project site(s). Included in this response shall be the operational dates for which the wind energy resource analysis was conducted and the names of the firm(s) that produced the analysis. If wind energy resource has yet been completed, please include information on how estimated average wind speeds have been calculated and any data used in forming this assumption.
- b. Proposed hub height for each turbine;
- c. Estimated net capacity factor for each turbine;
- d. Assumed annual turbine degradation factor;
- e. Expected operating life of the Project;
- f. Total estimated annual Project production for the first full year of operation
- g. Total Project production over a full 20 year Project life.

Biomass Projects:

- a. The methodology used to calculate annual production;
- b. Assumed annual degradation factor;
- c. Expected operating life of the Project;
- d. Total estimated annual Project production for the first full year of operation
- e. Total Project production over a full 20 year Project life.
- f. Describe the proposed biomass fuel and Respondents long-term plan for obtaining the fuel. Included in this description shall be the Respondents' plan for transporting the biomass fuel from its source to the Project;
- g. Describe Respondents' plan for continued Project operation and electricity production in the event that the initial source fuel becomes constrained or otherwise unavailable.

Hydro Projects:

- a. The methodology used to calculate annual production;
- b. Description of the head heights and water flow at the proposed site(s), including the method and dates/duration of data collection.
- c. Assumed annual degradation factor;
- d. Expected operating life of the Project;
- e. Total estimated annual Project production for the first full year of operation
- f. Total Project production over a full 20 year Project life.

7. Permitting, Regulatory and Approvals Plan: Please provide a brief description as to the Respondents' plan to obtain all necessary local, state, federal, community, utility and all other approvals needed for successful development and operation of the Project. This should include, but not be limited to approvals required by:

- a. Local building, planning and zoning approvals for municipality/municipalities where turbines are to be located;
- b. Local property tax agreement, if any;
- c. RI Department of Environmental Management;
- d. RI State Building Code Commission;
- e. RI Department of Health;
- f. RI Historical Preservation and Heritage Commission;
- g. RI State Fire Marshal;
- h. Federal Aviation Administration;
- i. Any other Federal, State, and/or local rules or regulations, laws, ordinances and/or deed restrictions not listed above.

Where and if applicable to the Respondents proposed Project, please provide information on the following:

- a. Noise, Flicker and potential disturbance(s);
- b. If available, letters of support from abutters within the 200' Radius Map along with letters of support from any other applicable members of the local community;
- c. For Wind and Biomass projects: Please provide a 200' Radius Map with a list of abutting owners within the 200' radius.

8. Interconnection Plan: Please provide a detailed description as to how the Project will secure its Utility Interconnection approval(s).

9. Technical Viability: Please provide a description of the Project's major components, including:

- a. A listing of all major equipment to be used;
- b. Major equipment manufacturers, makes and models.
- c. Description of warranties, production insurances and/or other guarantees on major system components Respondent shall obtain for the Project;

10. Availability: Please provide evidence of Respondent's ability and timing to procure all required Project components.

11. Facilities Operation, Maintenance and Warranty Plan: Please provide a description of the Respondents' plan and ability to effectively monitor, operate, and service the Project in a prompt and cost-effective manner to ensure optimal Project production over Project life. This plan shall include:

- a. Description of Respondents experience in providing O&M services for comparable renewable energy Projects, along with references;
- b. Annual budget being provided for all Operations, Maintenance and Warranties.
- c. Scheduling of major maintenance activity, and the plan for testing equipment.

12. Project Costs: Please provide a detailed budget for the Project, outlining all major Project development cost components.

13. Additional and Alternative Information: Please provide any additional information related the Respondents' ability to design, permit, finance, construct and operate the proposed Project. Respondents are welcome to suggest proposed scopes of work and/or alternative approaches to a public-private partnership arrangement, based upon the firm's experiences with other successful projects of similar nature, that offer alternative means to maximize the long-term energy value to the Town.

Section 5. Qualifications and Experience

Respondents shall provide the following information, detailing Respondents' qualifications and experience:

1. Company Information: Description of the company, including the name of all firms (if a joint venture is being proposed), and the principals comprising the development team.
2. Project Team: Provide an organizational chart for the Respondent, along with a list of all Project key team members and their relative experience. Personnel Information: Proposals will include resumes (2-page max) for key personnel to be involved with this project, including any subcontractors.
3. Company Experience: Description of Respondents' experience with public-private partnerships for turnkey renewable energy project development and financing. Include in this a list of similar projects with the following information:
 - a. Customer name and location.
 - b. Brief Project description.
 - c. Exact role Respondents firm played in the project (ex: lead contractor, sub-contractor/consultant, financier, owner/operator, etc.).
 - d. Length of time from design start to project completion (placed in service).
 - e. System components used.
 - f. Percent of kWh produced to date vs. proposed production values and an explanation for any variance.
 - g. Sources of funding for each project.
 - h. If information can otherwise be obtained publicly (ex: for public projects), the PPA rate and terms entered into.
 - i. Any other additional Information Respondent wishes to provide.
4. Project References: Please provide at least three (3) references from similar projects that Respondent has completed.
5. Financial Information: Please provide sufficient, current information indicating the Respondents' financial capacity to successfully complete the Projects identified in this RFP.
6. Insurances:
 - a. State minimum scopes and limits of insurances Respondent shall provide the Town.

b. Please provide a confirmation statement that Respondent shall name the Town, its officers, agents, employees, volunteers and consultants, individually and collectively, as additional insured and as the certificate holder and that insurance coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town.

7. Contractual Defaults: If the Respondent, or any member of its proposed team, has ever defaulted on a contract, please provide details of such default including date, location, type of project and reason for default.

Section 6. PPA or similar long-term financing option

The Town anticipates utilizing the electricity produced by the renewable energy project through the use of net metering (including “virtual” net-metering, where applicable) to offset the Town’s current electricity use. As such the Town anticipates entering into a PPA with the Developer. However, the Town is also open alternative long-term financing methods, which would achieve its net-metering goal.

Developer shall provide the Town with a renewable energy Power Purchase Agreement (“PPA”), or an arrangement similar to a PPA, that provides the greatest long-term energy and cost savings to the Town.

If proposing a PPA or alternative long-term financing options, Respondents are required to provide proposed contracting rates and terms for the Project, specifically:

1. The Base, or initial contracting rate for net metered electricity produced and provided to the Town by the renewable energy Project, expressed in \$/kWh;
2. Description of how Project Renewable Energy Credits (“RECs”) will be used;
3. Annual rate escalation, if applicable;
4. Length of PPA or similar long-term financing option, along with options for extension;
5. Any Project assumptions the Respondent wishes to include, that was used in calculation of the proposed contracting Rates and Terms.

Section 7. Evaluation and Selection

The Town shall collectively utilize the information provided within responses in evaluating and making an award under this RFP.

Qualifications/Technical Section: 60 points Proposals must meet a minimum score of 45 out of 60 technical points.

1. Qualifications of Respondent and Professional recommendations; experience with public-private partnerships, Demonstrated understanding and responsiveness of the RFP; and the ability to work effectively with municipal governments and their selected consultants; 40 points
2. Proposed project scope and schedule; the feasibility of Respondent to achieve all required local, state, federal, community, utility and all other approvals; the feasibility of the timeliness of Respondent to achieve successful Project completion; 20 points

Cost Section: 40 points*

Price and/or long-term energy and cost savings provided to the Town. 40 points

Total Technical & Cost Points = 100

**Qualified Technical Proposals meeting a minimum of 45 points with the lowest bid will automatically receives 40 points; all other proposals are subject to the formula below:
Low bid/your bid * 40**

Section 8: Contract Negotiations

Upon RFP award, selected renewable energy Developer shall be issued a Notice to proceed, and is expected to commence and complete any further predevelopment, design and other activities the Developer needs in order to enter final negotiations with the Town. The two parties shall agree upon a timetable to negotiate and finalize the Project design, scope, schedule and contracting agreement, which shall be subject to Town Council approval. If the parties cannot negotiate the necessary contracts and agreements within 120 days following Notice to Proceed, the Town reserves the right to terminate negotiations with Developer and either commence negotiations with another Respondent or re-issue the RFP.

Section 9. General Conditions

1. The Town reserves the right to reject any and all proposals, to waive any informality, and to select and negotiate renewable energy contract agreement(s) that are in the best interest in the Town.
2. The Town reserves the right to accept all or any part of a response to this RFP.
3. Compliance with Law: The selected renewable energy Developer shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Rhode Island and the Town of Westerly, as related to its proposal and the performance of the work described in providing renewable energy Projects and their correlating PPA or similar long-term financing option.

Section 10. Contacts

All questions regarding this RFP must be sent via email to Eileen Cardillo Purchasing Agent at ecardillo@westerly.k12.ri.us no later than **March 14, 2016 @ 12:00 p.m.**

Section 11. Miscellaneous

1. RFP Costs: Costs incurred in developing a response to this RFP are its sole responsibility of the Respondent, and the Town shall have no liability for such costs.
2. Ownership of Proposals: All proposals submitted become the Town's property and will not be returned to Respondents.
3. The Town will not award the proposal to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

Appendix A

Bidder Certification Form

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to read, sign and comply with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Rules for Submitting Offers

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter into a contract with the Town of Westerly. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/RFQ number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes. A complete signed (in ink) offer package must be delivered to the Town of Westerly Purchasing Agent at the location indicated within the bid by the time/date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Documents misdirected to other Town locations or which are not present in the Town of Westerly Purchasing Office at the time of opening for whatever cause will be deemed to be late and will not be considered. Postmarks shall not be considered proof of timely submission.

SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the website for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the website has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an internet solicitation is unsuccessful, the Town of Westerly will cancel the original solicitation and re-solicit the original offer directly from vendors.

PRICING. Offers are irrevocable for ninety (90) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The Town of Westerly is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. **PRICES QUOTED ARE FOB DESTINATION.**

DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at the vendor's expense.

PREVAILING WAGE, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS. Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate *for* public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

PUBLIC RECORDS. Offerors are advised that all materials submitted to the Town of Westerly for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain Information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting www.westerly.govoffice.com or appearing in person at Westerly Town Hall, Purchasing Office, Mondays through Fridays between 8:30am-3:30pm. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the website.

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the Town's sole option.

BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

SPECIFICATIONS. Unless specified "no substitute", product offerings equivalent in quality and performance will be considered (at the sole option of the Town) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

VENDOR AUTHORIZATION TO PROCEED. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the Town of Westerly, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Town PRIOR to delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by the Town's Purchasing Department, shall be considered a binding contract.

GENERAL TERMS AND CONDITIONS OF CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The General Terms and Conditions are incorporated into all the Town of Westerly contracts.

ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions for Contracts and Sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub. L. No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws also apply.

PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the notice of award.

DEFAULT and NON-COMPLIANCE Default and/or non-compliance with the requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the Town of Westerly.

COMPLIANCE Vendor must comply with all applicable federal, state and local laws, regulations and ordinances

SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the Town/Town's Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the Risk Manager at the Town of Westerly.

PUBLIC COPY. Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. Bid Proposals that do not include a copy for public inspection will be deemed nonresponsive.

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>

ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement and submit with your proposal. A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If so, then provide details below.

2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.

3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.

4 I/we certify that I/ we will immediately disclose, in writing, to the Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

5 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department of Administration or made under general regulations which the Purchasing Agent may prescribe," including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2 any alleged oral agreement or arrangements made by a bidder or contractor with any department or an employee of the Town of Westerly may be disregarded and shall not be binding on the Town of Westerly.

6 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the Town of Westerly Purchasing Agent in writing of such circumstance.

7 I/we certify that I/ we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the Town of Westerly Purchasing Agent in writing of such circumstance.

8 I/we certify that I/we understand that falsification of any information herein or failure to notify the Town of Westerly Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

9 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

10 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<http://www.purchasing.ri.gov>) apply as the governing conditions for any contract or purchase order I/we may receive from the Town of Westerly, including the offer contained herein.

11 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. laws§ 37-2.5-3, as a person or entity engaging in investment activities in Iran described in§ 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

12 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category: _____

13 I/we certify that the above information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #- 3 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #4 -11 and 13 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

Vendor's Signature: _____ Bid Number: _____ Date: _____

(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Print Name and Title of Company official signing offer Telephone Number
