

2025 PJM Request for Proposals
for
Capacity
Or
Capacity and Energy

Issued by
PSEG Long Island on behalf of the
Long Island Power Authority

Issued September 15, 2025

Addendum #2: Issued January 16, 2026



ISSUE SUMMARY

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1.0 INTRODUCTION

PSEG Long Island, LLC (“PSEGLI”), on behalf of the Long Island Power Authority (“LIPA”), is issuing this 2025 PJM Request for Proposals for Capacity or Capacity and Energy (“2025 PJM RFP”) primarily for the purpose of maintaining reliability for its Long Island customers. As described in Section 1.3.1, LIPA is seeking to procure either (i) up to 685 MW of Capacity from one or more generating facilities located in the PJM Control Area (the “Capacity Product”), or (ii) Capacity Product and Energy Product from the same Project(s).

This Procurement will accept Products offered from existing or new Projects located in the following load zones within the PJM Control Area: (i) JCPL LDA or (ii) EMAAC. For Products proposed from existing Projects, the term shall begin on June 1, 2030. For Products proposed from new Projects, the term shall begin no earlier than June 1, 2030 and no later than June 1, 2034. Details are in Section 1.3.1.

The Products must be eligible per applicable PJM Tariffs to be exported into Long Island (NYISO Zone K) and the Capacity Product must qualify as Locational Installed Capacity for Long Island (Zone K) under the applicable NYISO Rules.

Unless otherwise defined in Sections 1 through 9 of this RFP, capitalized terms used in this document shall have the definitions as set forth in the Glossary (Appendix A).

1.1 LIPA Overview

- 1.1.1 LIPA is a corporate municipal instrumentality and a political subdivision of the State of New York. LIPA and its wholly-owned subsidiary, Long Island Lighting Company d/b/a LIPA, by and through its agent, the Long Island Electric Utility Servco LLC (“Servco”), a subsidiary of PSEG Long Island (“PSEGLI”), provides electric service to approximately 1.2 million customers in its service area, which includes Nassau County and Suffolk County and the portion of Queens County known as the “Rockaways,” in the State of New York (the “LIPA Service Territory”).
- 1.1.2 To meet its customers’ electricity requirements, LIPA has secured power supply resources, primarily through various power purchase agreements with third-party generation and transmission developers and has undertaken a variety of demand-side initiatives to reduce system peak demand.
- 1.1.3 Pursuant to the Second Amended and Restated Operation Services Agreement (“A&R OSA”) dated December 15, 2021, as it may be restated, amended, modified, or supplemented from time to time, between LIPA and PSEGLI, PSEGLI through its operating subsidiary, Servco, assumed the responsibility as LIPA’s service provider, to operate and manage the transmission and distribution system (“T&D System”) and other utility business functions as of January 1, 2014. On January 1,

2015, PSEGLI assumed responsibility for power supply planning and procurement, and its affiliates provide certain services, such as purchasing market energy and capacity and fuel procurement related to these responsibilities. Additional information about LIPA¹ and PSEGLI² can be found on their respective websites. LIPA relies upon an external service provider to manage power and fuel risk management activities including the day-to-day interface with the applicable RTO (e.g. scheduling and bidding) and starting January 1, 2026, this Power Supply Management and Fuel Management (“PSMFM”) activity will transfer to The Energy Authority, Inc. (“TEA”).

- 1.1.4 LIPA and Neptune Regional Transmission System, LLC (“Neptune”) are parties to a Firm Transmission Capacity Purchase Agreement (“FTCPA”) under which LIPA has the rights to the full capacity of an HVDC transmission project between Long Island and Sayreville, New Jersey (“Neptune Cable”). Pursuant to the FTCPA, Neptune has transferred 685 MW of Firm Transmission Withdrawal Rights to LIPA.
- 1.1.5 PSEGLI and Servco (hereinafter collectively referred to as “PSEGLI”), as agent of and acting on behalf of the Long Island Lighting Company d/b/a LIPA per the A&R OSA, will administer this RFP. LIPA, as the principal, will be the contracting party under any contract that may result from this RFP. Any such contract must be approved by the LIPA Board of Trustees (“LIPA Board”), the New York State (“NYS”) Attorney General (“AG”), and the NYS Office of the State Comptroller (“OSC”) prior to becoming effective.

1.2 Common Terms

- 1.2.1 “Capacity Product” – means the entire range of Capacity magnitude and duration offered by the Respondent in the Proposal.
- 1.2.2 “Contract Capacity” – means that portion of the Capacity Product offered which is selected by LIPA for contract negotiations.
- 1.2.3 “Contract Energy” – means that portion of the Energy Product offered that is selected by LIPA for contract negotiations.
- 1.2.4 “Contract Capacity Delivery Point” – means the Project’s point of interconnection with the PJM system as defined in its interconnection agreement.
- 1.2.5 “Contract Energy Delivery Point” – means the PJM Western Hub.

¹ LIPA’s website: www.lipower.org

² PSEGLI’s website: www.psegliny.com

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- 1.2.6 “Energy Product” – means Energy offered from Project(s) supplying Capacity Product, which is structured and priced as detailed in the Respondent’s Proposal. (Not applicable to Proposals offering only Capacity).
- 1.2.7 Jointly, the Capacity Product and Energy Product are referred to herein as “Products”.
- 1.2.8 “Project” – means a generating facility, consisting of one or more dispatchable generating units, which is connected to the PJM Transmission System and is capable of providing Product(s) to the Contract Capacity Delivery Point and to the Contract Energy Delivery Point as applicable. The Products offered from a Project may include all or only a portion of that facility’s Capacity.
- 1.2.9 A response to this RFP submitted by a party is referred to herein as a “Proposal.”
- 1.2.10 A party submitting a Proposal is referred to herein as a “Respondent.”
- 1.2.11 “Transmission Service” - means transmission service obtained pursuant to the PJM Tariff between the Contract Capacity Delivery Point and the Neptune Point of Receipt.

1.3 Description of Solicitation

- 1.3.1 This RFP is seeking the following:

- **Service Term:** For existing Projects: LIPA is seeking a Service Term starting on June 1, 2030 and for a period of a minimum of 2 and a maximum of 20 Contract Years. For new Projects: LIPA is seeking a Service Term starting no earlier than June 1, 2030, and no later than June 1, 2034 for a period of up to 20 Contract Years.

For the avoidance of doubt, any Capacity Product offered for a Contract Year must cover the entire Contract Year. Proposals offering Products for partial Contract Years will not be considered in the evaluation.

- **Capacity Product:** A minimum of 50 MW and up to a maximum of 685 MW per Project of Installed Capacity from one or more Projects within the PJM Control Area that will qualify as Long Island Locational Installed Capacity as outlined in the NYISO ICAP Manual for External Installed Capacity Suppliers³ for the Service Term described above (i.e., eligible per applicable PJM Tariffs to be exported into Zone K). Refer to Capacity Product Sample Proposals in Appendix B.

³ Per the NYISO Tariff: Energy Storage Resources, Intermittent Power Resources, and Limited Control Run of River Hydro Resources that are not electrically located within the NYCA are not eligible to participate in the NYISO Installed Capacity market.

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- **Capacity Product and Energy Product:** In addition to the Capacity Product above, the Proposal may include an Energy Product, from the same Project(s), in an hourly amount up to the level of the Capacity Product.
- 1.3.2 Respondents proposing Capacity Product and Energy Product need to state in their Proposal whether LIPA can accept the Capacity Proposal only or must accept both.
- 1.3.3 LIPA reserves the right to select more than one Proposal to fulfill the total MW amount of Contract Capacity to be purchased through this RFP. LIPA also reserves the right not to select any or all Proposals for an award from this RFP.

2.0 GENERAL TERMS

2.1 Threshold Requirements.

- 2.1.1 Proposals must contain Projects located or to be located in PJM Control Area load zones: (i) JCPL LDA or (ii) EMAAC. Proposals containing Projects sited in other PJM load zones will not be evaluated.
- 2.1.2 For each Capacity Product Proposal, which may consist of Capacity provided from multiple Projects, the Respondent must offer a minimum of 50 MW and up to a maximum of 685 MW of Contract Capacity covering two or more Contract Years as detailed in Section 1.3.1. Additionally, each Project must have a minimum Capacity of 50 MW.
- 2.1.3 For Products being offered from existing Projects, the Project(s) must have qualified Capacity in the PJM Capacity Market in accordance with PJM Tariff Attachment DD and PJM Manual 18.
- 2.1.4 For Products being offered from new Projects, the Project(s) must qualify as an Installed Capacity Supplier in the PJM Capacity Market in accordance with PJM Tariff Attachment DD and PJM Manual 18 prior to the beginning of the Service Term.
- 2.1.5 The Project(s) must not have permanent retirement, or temporary (mothball), designation, or bilateral contract that has been accepted by PJM that would preclude the Respondent from providing Contract Capacity for any Contract Years offered in the Proposal.
- 2.1.6 LIPA's requirement is that the Contract Capacity selected hereunder will be made available at the Contract Capacity Delivery Point, and when combined with LIPA's (i) Transmission Service, (ii) Unforced Capacity Deliverability Rights ("UDRs") associated with the Neptune Cable, and (iii) Firm Transmission Withdrawal Rights shall qualify as Long Island Locational Installed Capacity in

accordance with the NYISO Rules (i.e., Sections 4.9.1. and 4.9.3.2 of the NYISO ICAP Manual) and applicable PJM Rules (PJM Tariff Attachment DD and PJM Manual 18).

- 2.1.7 For Proposals also offering an Energy Product, Energy scheduled by LIPA must be available at the Contract Energy Delivery Point.

2.2 Firm Pricing Commitment

- 2.2.1 Proposed pricing for the Capacity Product shall be all-inclusive in \$/kW-month at the Contract Capacity Delivery Point. Pricing can be either fixed for each Contract Year or set by an index. Indexed prices must use independently published, publicly available and readily quantifiable references. As another option, Respondent may propose Capacity Product pricing based on the then-applicable Base Residual Auction (“BRA”) Clearing Prices for the Service Term, plus an adder as described below.
- 2.2.2 Proposed pricing for Energy Product: LIPA will consider different pricing structures proposed by the Respondent for the Energy Product. Some examples include, but are not limited to, fixed price energy, on-peak and off-peak blocks, indexed energy pricing, tolling agreement with LIPA responsible for fuel costs, PJM market energy pricing plus a premium and heat rate call options. Any indexed or fuel-based pricing must use publicly available and readily quantifiable references. Such pricing must be all-inclusive at the Contract Energy Delivery Point.
- 2.2.3 Pricing proposals for both Products must be firm and all terms and conditions must be open for acceptance by LIPA through the “Firm Pricing Required Through” date noted in the RFP Target Dates schedule (see Section 4.0).

2.3 Contracting – Form of Agreement

- 2.3.1 The selected Respondent(s) will be required to negotiate a Power Purchase Agreement (“PPA”) with LIPA. Two Form PPAs are available for downloading in Microsoft Word format from the RFP Webpage (see Section 3.2) — one for existing Projects and another for new Projects. If a Respondent offers multiple Projects that are composed of new and existing Projects, then both PPAs must be submitted as described in Section 2.3.2.

- 2.3.2 Exceptions to LIPA’s Form of PPA:

A Respondent may propose non-substantive exceptions to LIPA’s Form of PPA (“LIPA PPA”) to clarify the Respondent’s special circumstances. Additionally, since LIPA has purposely not provided a great deal of specificity in the LIPA PPA with respect to the Energy Product sought, to allow Respondents the flexibility to propose terms and conditions consistent with their Energy

Product Proposal. Accordingly, a Respondent may propose substantive exceptions to the Energy Product portion of LIPA PPA to tailor it to the Respondent's specific circumstances.

In any event, Respondent shall provide a redline mark-up showing all changes made to LIPA PPA. It must be emphasized that the nature and extent of exceptions taken to the terms and conditions, other than those that explain the Energy Product being proposed and how it will be provided and priced, will be a factor considered in the evaluation of Proposals. A proposal with PPA exceptions that impose an unacceptable risk to LIPA and those that are not expected to be resolved through the PPA negotiation process, may not be evaluated. Respondents that demonstrate a willingness to accept major portions of the LIPA PPA without any material exceptions, other than those describing the Energy Product, will be given more favorable consideration in the evaluation process (see Section 7.2.2).

2.4 Interconnection Requirements

- 2.4.1 The selected Project(s) must maintain valid interconnection agreements with PJM for the duration of the Service Term.

3.0 COMMUNICATIONS

3.1 Communications during the RFP Process

- 3.1.1 Pursuant to New York State Finance Law sections 139-J and 139-K, this RFP includes and imposes certain restrictions on communications between a Respondent and either PSEGLI or LIPA during the procurement process. The Respondent is restricted from making contact (i.e., an oral, written or electronic communications that a reasonable person would infer as an attempt to influence the award, denial, or amendment of a contract) with any PSEGLI or LIPA representative, other than as designated herein, from the date of issuance of this RFP through the final award and approval of the resulting contract(s) by LIPA and the NYS Office of the State Comptroller (the "Restricted Period"). PSEGLI staff, consultants and advisors, LIPA staff, and the LIPA Board are required to obtain certain information if contacted during the Restricted Period in order to determine the responsibility of the Respondent pursuant to these two statutes. Certain findings of non-responsibility may result in rejection for contract award and immediate disqualification from the RFP process.
- 3.1.2 Respondent must submit their Proposals to the designated email address set forth in Section 3.1.4. Respondents must direct all other communications and questions regarding this RFP only to the listed designated contact (the "Designated Contact") or through the designated email address set forth in Section 3.1.5. All written communications from LIPA to the Respondent will be sent through email.

3.1.3 The Designated Contacts for the 2025 PJM RFP are:

John Koroglu & Edmund Petrocelli

3.1.4 The designated email address for submittal of Proposals for the 2025 PJM RFP is:

PSEG-LI-2025PJMRFP-PROPOSALONLY@psegliny.com

3.1.5 The designated email address for all other correspondence, including the Q&A for the 2025 PJM RFP is:

PSEG-LI-2025PJMRFP@psegliny.com

3.1.6 The Designated Contact(s) may be updated and/or supplemented by PSEGLI as needed, and all such changes will be posted on the RFP Webpage.

3.1.7 Other than as provided herein, any contact regarding this RFP with PSEGLI staff, consultants or advisors, LIPA staff, or LIPA Board who are working on this RFP during its pendency may be grounds for disqualification from the RFP process and barred from future procurements.

3.1.8 Further information about these requirements can be found in the section “Lobbying Guidelines Regarding Procurements, Rules, Regulations, or Ratemaking,” which is posted on the RFP Webpage.

3.2 RFP Webpage

3.2.1 The RFP Webpage is:

<https://www.psegliny.com/aboutpseglongisland/proposalsandbids/2025PJMRFP>

3.2.2 The RFP Webpage is a public site, accessible to anyone at any time. The RFP Webpage, which does not require a password or login, allows Respondents to download documents referenced in this RFP. Updates and additional information may be posted periodically on the RFP Webpage. It is the responsibility of the participants to periodically visit the RFP Webpage to check for potential updates.

3.3 Questions about the RFP

3.3.1 All questions and requests for clarifications regarding the RFP may be submitted by sending an email to the designated email address listed in Section 3.1.5. The Respondent Clarifications Request Form included in Appendix C of the RFP must be completed and included as an attachment to the email in PDF format.

3.3.2 Questions and requests for clarifications regarding the RFP must be submitted on or before the end of the Question Submittal Window as set forth in the RFP Target Dates schedule listed in Section 4.0.

3.3.3 All non-confidential questions, requests for clarification, and responses concerning this RFP will be posted on the RFP Webpage and available for review by all interested parties. Any Respondent who wishes to pose a confidential question may do so with the prior approval of the Designated Contact. If the question is determined to be confidential by the Designated Contact, the question and the response will not be posted on the RFP Webpage. If the question is determined to be non-confidential by the Designated Contact, the Respondent will be given the opportunity to withdraw the question or have it answered as such and have the question and response posted on the RFP Webpage.

4.0 RFP TARGET DATES

The following RFP Target Dates are based upon expectations as of the release date of this RFP. PSEGLI reserves the right to modify the RFP Target Dates at its sole discretion at any time during the Restricted Period as defined in Section 3.1.1. Any such modifications will be posted on the RFP Webpage.

Table 4-1: RFP Target Dates

| Activity | Target Date |
|--------------------------------------|--|
| Release of RFP | Sep 15, 2025 |
| Question Submittal Window | Sep 15, 2025 – Jan 22, 2026 |
| Webinar | Oct 22, 2025 |
| Proposal Submittal Deadline | Jan 30, 2026, 5:00 PM EPT |
| Proposal Selection(s) | Apr 30, 2026 |
| PPA Negotiations Completed | Aug 31, 2026 |
| LIPA Board of Trustees Approval | Sep, 2026 |
| Firm Pricing Required Through | Dec 31, 2026 |
| NY State Approvals (Effective Date)* | Dec 31, 2026 |
| Service Commencement Date(s) | Existing Projects June 1, 2030 |
| | New Projects: June 1 of 2030, 2031, 2032, 2033 or 2034 |

* Approvals as required by New York State Attorney General and New York State Office of State Comptroller.

5.0 PROPOSAL PROCESS

5.1 General

- 5.1.1 The Proposal Submittal Requirements are set forth in Section 5.4. All RFP documents may be obtained from the RFP Webpage.
- 5.1.2 To be considered for selection, Proposals must comply with each of the submittal requirements set forth in Section 5.4.
- 5.1.3 PSEGLI and LIPA assume no responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFP documents.

5.2 Interpretation or Correction of RFP Documents

- 5.2.1 Any Respondent who discovers any ambiguities, inconsistencies, omissions, or errors or is in doubt as to the meaning or intent of any part of the RFP documents may request an interpretation from PSEGLI. Such request should be submitted via the Question-and-Answer process described in Section 3.3. Requests must be made during the Question Submittal Window (see Section 4 RFP Target Dates).
- 5.2.2 If a Respondent fails to notify PSEGLI of a known error or an error that reasonably should have been known prior to the final filing date for submission, the Respondent shall assume the risk and shall not be entitled to alter its Proposal after the Proposal Submittal Deadline (see Section 4 RFP Target Dates).
- 5.2.3 Any modifications to the RFP documents will be furnished via the RFP Webpage.

5.3 Proposal Expenses

- 5.3.1 The Respondent shall bear any and all labor, materials and content costs and expenses required for or in connection with (i) preparation of its Proposal; (ii) subsequent actions taken by the Respondent up to the effectiveness of the Power Purchase Agreement(s), including clarification of its Proposal and negotiation of the Power Purchase Agreement(s); (iii) all taxes, duties, fees, and other charges that may be associated with completion and operation of the Project(s); and (iv) compliance with all local, state, and federal laws and regulations that may affect the Project(s) and the Power Purchase Agreement(s).

5.4 Proposal Submittal Requirements

5.4.1 Any Proposal that is deemed Non-Responsive will not be evaluated. A Non-Responsive Proposal includes one that:

- is not in conformance with RFP requirements and instructions;
- contains Material Omission(s);
- contains Non-Material Omissions that have not been cured by the required date;
- includes exceptions to LIPA's Form of PPA that impose unacceptable risk to LIPA; or
- does not meet the submission requirements set forth herein.

5.4.2 If a Proposal is subject to resolution of one or more conditions⁴ (e.g., Proposal is dependent upon the extension and/or cancellation of an existing contract, results of another RFP, and/or completion of a pending merger, sale, acquisition), the Respondent shall provide detailed explanation of these conditions and the estimated date by when each condition will be resolved. In such cases, the Selection Committee shall take the following actions:

- If the Respondent states that a condition is not expected to be resolved by at least 10 Business Days prior to the target Proposal Selection date in Section 4 RFP Target Dates (as such dates may be modified on the RFP Webpage), then the Proposal shall be deemed Non-Responsive and will not be evaluated in the RFP.
- If the Respondent states that a condition is expected to be resolved within 10 Business Days prior to the target Proposal Selection date in Section 4 RFP Target Dates (as such dates may be modified on the RFP Webpage), then the Proposal will be evaluated by the Selection Committee.
- If the condition is resolved within the timeframe set forth in the previous bullet⁵, the Respondent shall provide pertinent documentation to the Selection Committee demonstrating that the condition has been resolved. If the Selection Committee determines that the condition has been resolved unambiguously and the supporting documentation is satisfactory, it will complete its evaluation of the Proposal. If not, the Proposal will be deemed Non-Responsive.

⁴ A Proposal that entails the Respondent requesting a must offer exemption to export Capacity from the PJM Capacity Market to be relieved of an existing Capacity supply obligation with PJM for any specified Contract Year(s) shall not be considered a condition to be resolved under this provision of the RFP.

⁵ The Selection Committee ("SC") reserves the right to waive the timeframe requirement in the event (i) the SC determines that the Respondent has acted diligently to resolve the condition but needs more time to complete the resolution and (ii) the condition will be resolved in time for the SC to complete its evaluation.

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- 5.4.3 Proposals submitted in response to this RFP must be submitted in accordance with the proposal sections outline set forth in Section 6.2.2 in terms of format and sequence. A Proposal that does not follow the required proposal sections outline may not be evaluated.
 - 5.4.4 The Respondent must complete all procurement and data forms, as further described in Sections 6.3.14 and 6.3.15, as applicable.
 - 5.4.5 A Respondent submitting multiple Proposals must identify in their Proposal if any Proposal is mutually exclusive from that of another Proposal from that Respondent.
 - 5.4.6 The Proposal shall clearly state the complete legal name of the Contracting Entity, if known at the time of Proposal submittal, and its relationship to the Respondent.
 - 5.4.7 The Proposal shall be signed by a person who is duly authorized to bind the Contracting Entity or, if the Contracting Entity is not yet known, the Respondent, to a contract. The Proposal submitted in response to this RFP must be received by the Proposal Submittal Deadline. Any Proposal received after this deadline will be categorized as Non-Responsive and will be disqualified from further evaluation. After the Proposal Submittal Deadline, no material changes may be made to the Respondent's Proposal. For avoidance of doubt, Proposals may be submitted early but will not be opened prior to the Proposal Submittal Deadline.
 - 5.4.8 Proposals must be submitted via email to the designated email address listed in Section 3.1.4. Hard copies of Proposals are not acceptable. The maximum allowable email size is 15 MB. Multiple emails are acceptable. The submission of "zip files" are not acceptable. PDF, Microsoft Excel and Microsoft Word files are acceptable with a maximum size of 15 MB each.
 - 5.4.9 There is no proposal fee applicable to this RFP.

5.5 Webinar

A webinar will be held in which there will be a presentation summarizing key features of the procurement and a Q&A session. The target date for the webinar is listed in Section 4 RFP Target Dates. Information on how to access the webinar will be posted on the RFP Webpage at least two days prior to the webinar.

6.0 PROPOSAL ORGANIZATION

6.1 General Requirements

- 6.1.1 **Please note that everything in this Section 6.0 applies to new and existing Projects, except for Section 6.3.17, which only applies to new Projects or where otherwise stated.**

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- 6.1.2 A Proposal must include each of the required elements set forth herein. This requirement applies to each Proposal submitted by a Respondent (i.e., each Proposal shall stand alone in satisfying these requirements).
- 6.1.3 The Respondent may submit complementary information pertaining to the Products that are not explicitly requested within the RFP documents. Such information shall be provided in addition to, not in lieu of, the requested information.
- 6.1.4 All documents, schedules, and similar items submitted as a part of a Proposal must be clearly labeled and organized in a fashion that facilitates easy location and review.

6.2 Proposal Outline

- 6.2.1 Proposals submitted in response to this RFP shall follow the proposal sections outline in Section 6.2.2 in terms of format and sequence. A Proposal that does not follow the required proposal sections outline format and sequence may not be evaluated. Note that not all requirements listed in the Proposal Content sections may be applicable to all Proposals. A Respondent should exercise its judgment when determining whether a requirement is applicable to its Proposal. In case of doubt, the Respondent should contact the Designated Contact(s) for this RFP. If the Respondent ultimately determines that a specific requirement is not applicable to its Proposal, the Respondent should so indicate in its Proposal.

Note that Proposal Sections 12, 14, and 15 listed in the Proposal Sections Outline should be provided as separate files.

6.2.2 Proposal Sections Outline

1. Cover Letter
2. Table of Contents
3. Executive Summary
4. Company Data and Relevant Experience
5. Project Description & Operating Data
6. Proposed Capacity Product & Pricing
7. Proposed Energy Product & Pricing (if applicable)
8. Transmission Service
9. Plan for Meeting PJM and NYISO Requirements for Supply of Products
10. Respondent's/Contracting Entity's Financial Standing

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- 11. Confidentiality
 - 12. LIPA's Form of Power Purchase Agreement Completed by Respondent
 - 13. Contracting Entity's Insurance Requirements
 - 14. Procurement Forms
 - 15. Respondent Data Form
 - 16. Vendor Requirements for NYS Registration for Contracting Entity
 - 17. Information Requirements for New Projects
 - 18. Information Requirements for Obtaining Must Offer Exemptions for Exporting Capacity to Long Island/Returning Capacity to PJM

6.3 Proposal Content

6.3.1 Cover Letter

- 6.3.1.1 The cover letter shall include highlights and any special features of the Proposal.
- 6.3.1.2 The cover letter shall contain a statement indicating the period during which the Proposal (including pricing) will remain effective. At a minimum, the Proposal must remain effective through the "Firm Pricing Required Through" date noted in the RFP Target Dates schedule (in Section 4.0).
- 6.3.1.3 The cover letter shall include contact information for the Respondent's primary point of contact, including name, title, address, telephone number (office and/or cell), and email address.
- 6.3.1.4 The cover letter shall be signed by the person who is duly authorized by the Contracting Entity or, if the Contracting Entity is not known, the Respondent, to make a binding offer.

6.3.2 Table of Contents

- 6.3.2.1 Proposals shall include a table of contents that clearly lists all items submitted in response to this RFP (including appendices, exhibits, tables, pictures) and is consistent with the proposal sections outline listed in Section 6.2.2.

6.3.3 Executive Summary

- 6.3.3.1 Proposals shall include a summary, no more than two pages, of the Proposal's key features, Products offered, characteristics, pricing, and distinguishable attributes with a focus on how the Proposal meets the objective(s) of the RFP set forth in Section 1.3.

6.3.4 Company Data and Relevant Experience

6.3.4.1 The Respondent must provide the following information about its company and experience:

- Describe the legal relationship between the Respondent and the Contracting Entity (if the entities are different).
- Full legal company name, address, and telephone number of the Respondent and the intended Contracting Entity (if the entities are different).
- Contracting Entity's organizational form (e.g., corporation, partnership, limited liability company), date formed, jurisdiction of organization, and identification of any relevant affiliates.
- Ownership status of the Contracting Entity or any direct or indirect parent company (e.g., privately held or publicly traded).
- If the Contracting Entity utilizes a third-party organization to operate and maintain the facility providing Capacity then that organization must be identified (i.e., full legal company name, address, and telephone number).
- Company history and experience in the operation of the Project(s) and any other grid-connected generation projects of the Respondent and Contracting Entity (if the entities are different) and/or their parent. The response shall include project names, related capacity (in MW), technology, date of initial commercial operation, length of operation by Respondent and/or Contracting Entity, and location.
- Organizational chart describing the reporting relationships of all the Respondent's and Contracting Entity's (if the entities are different) key personnel and team members/partners, along with a summary of key personnel's relevant experience.

6.3.5 Project Description & Operating Data

6.3.5.1 **Existing Projects**

- 6.3.5.1.1. The Respondent shall provide a full and complete detailed description of the Project(s) that will provide the proposed Products, including the Contract Capacity Delivery Point, technology and any environmental emissions control equipment as applicable.
- 6.3.5.1.2. The Respondent shall provide the Project(s)'s equivalent forced outage rate on demand ("EFORd") for each month over the most recent 24 months at the time of response to the RFP. The EFORd data must be consistent with the NYISO EFORd calculation. Selected Project(s) will be required to provide this data throughout the term of the PPA.
- 6.3.5.1.3. For the Capacity Product, the Respondent shall provide the Project(s)'s available DMNC Test data as required by NYISO Rules, or the PJM equivalent (i.e., capacity test and verification

data submitted to PJM for determination of dependable capacity as required under PJM's Reliability Pricing Model) for the most recent two calendar years available.

6.3.5.1.4. The Respondent shall provide the Project(s)'s historical operating data for the two most recent calendar years. Data submissions must be in the form of Generating Availability Data System ("GADS") Data or data equivalent to GADS Data in accordance with Attachment K of the NYISO ICAP Manual.

6.3.5.1.5. The Respondent shall provide a list of planned and unplanned outages and derates, if any, for the Project(s) for the past two (2) years, including: to/from dates; outage cause and description; MW affected; corrective actions taken, if any; and repairs undertaken.

6.3.5.1.6. The Respondent shall provide a schedule of the Project(s)'s annual planned outage requirements.

6.3.5.2 New Projects

6.3.5.2.1. The Respondent shall provide a complete and detailed description of the Project(s) that will provide the proposed Products, including the Contract Capacity Delivery Point, technology and any environmental emissions control equipment as applicable. (See Section 6.3.17 for additional requirements.)

6.3.5.2.2. Respondent shall commit to meeting, in writing, applicable PJM Tariff provisions for new resources as specified in PJM Attachment DD, and Tariff Part IV, Subpart A.

6.3.5.2.3. Respondent shall commit to meeting, in writing, applicable NYISO Tariff provisions for new resources as specified in NYISO Tariff Sections 4, 5, 15, 23, and Attachment H.

6.3.6 Proposed Capacity Product & Pricing

6.3.6.1 The Proposal, which may consist of multiple Projects, must specify a minimum of 50 MW and up to a maximum of 685 MW of Capacity Product for at least two Contract Years as described in Section 1.3.1. Additionally, each Project shall have a minimum Capacity of 50 MW.

6.3.6.2 The Capacity Price shall be in \$/kW-month for Capacity Product for each Contract Year offered by Project. Pricing may be fixed for each Contract Year or set by an index. If indexed pricing is used, the index must be independently published, publicly available and readily quantifiable; or it may be based on the then-applicable BRA Clearing Prices (converted to \$/kW-month) for the

Service Term, plus an adder. Proposed pricing must be firm through at least the “Firm Pricing Required Through” date noted in the RFP Target Dates schedule in Section 4.0.

- 6.3.6.3 The Proposal must include the minimum and maximum Capacity that can be selected in each Contract Year. For Products supplied from existing Projects, LIPA reserves the right to select any amount of Capacity between the minimum and maximum stated, and LIPA also reserves the right to select some but not all the Contract Years offered. Refer to Appendix B.

6.3.7 Proposed Energy Product & Pricing (if applicable)

- 6.3.7.1 LIPA will consider different pricing structures for the Energy Product proposed with the Capacity Product. Some examples include, but are not limited to, fixed price energy blocks, on-peak and off-peak, indexed energy pricing, formula rates, tolling agreements, PJM market energy pricing plus a premium and heat rate call options. Any indexed or fuel-based pricing should use independently published, publicly available and readily quantifiable references.
- 6.3.7.2 The Energy Price shall be in \$/MWh by Contract Year for each Project being offered. The Energy Price may be fixed for each Contract Year or set by an index. If indexed pricing is used, the index must be independently published, publicly available and readily quantifiable. The Proposal must specify the quantity and schedule of the Energy Product available at the Contract Energy Delivery Point.
- 6.3.7.3 Respondents proposing fixed pricing shall provide Contract Energy structure, schedule and pricing for each Contract Year.
- 6.3.7.4 Respondents may also propose a tolling arrangement (“LIPA Tolling Arrangement”) whereby LIPA would have the option to deliver the fuel commodity to the Project. Respondents selecting the LIPA Tolling Arrangement shall provide the proposed Energy pricing and shall complete the Tolling Information Data Form as referenced in Section 6.3.15.
- 6.3.7.5 Proposed pricing must be firm through at least the “Firm Pricing Required Through” date set forth in the RFP Target Dates schedule in Section 4.0.

6.3.8 Transmission Service

- 6.3.8.1 LIPA will be responsible for securing Transmission Service for the Service Term, which is required for the Contract Capacity to be eligible to be exported into the NYCA (Zone K) along

with the Respondent obtaining a must offer exemption pursuant to the PJM Tariff. These costs will be included in the evaluation of Respondent's Proposal.

6.3.9 Plan for Meeting PJM and NYISO Requirements for Supply of Products

- 6.3.9.1 The Respondent must describe how it intends to meet the requirements for providing Capacity Product and Energy Product (as applicable) to LIPA (i.e., provide any additional information not covered in other bulleted requirements in this section).
- 6.3.9.2 The Respondent must provide a statement affirming that the Project(s) is or will be located in the PJM Control Area, including the identification of the PJM Capacity Zone where the Project(s) is located. For Products being offered from existing Projects, the Capacity Proposals must also affirm that the Project(s) has qualified Capacity in the PJM Capacity Market in accordance with the governing PJM Tariff Attachment DD and PJM Manual 18.
- 6.3.9.3 For the avoidance of doubt, LIPA will be responsible for maintaining (i) UDRs, (ii) and Firm Transmission Withdraw Rights and (iii) Transmission Service, all of which are required for the Capacity Product to qualify as Long Island Locational Installed Capacity.
- 6.3.9.4 The Respondent must provide a statement affirming that it will respond to a potential Supplemental Resource Evaluation ("SRE") request as required of External Installed Capacity Suppliers in accordance with Sections 4.9.3 and 4.9.4 of the NYISO ICAP Manual, and Section 5.12.1.10 of the NYISO Market Administration and Control Area Services Tariff ("MST").
- 6.3.9.5 The Respondent must provide a statement affirming that the Project(s) does not or will not have any Capacity supply obligations in the PJM Capacity Market for the specified Contract Year(s) and that the Project(s) will be available to provide Contract Capacity to LIPA for the specified Contract Years. If the Project does have an existing Capacity supply obligation in the PJM Capacity Market, the Respondent must provide a statement affirming that it is able to obtain a must offer exemption to export this Capacity by the required PJM timelines and that it will provide Contract Capacity for the applicable Contract Years. As indicated in the Form of PPA, failing to provide the required Contract Capacity will subject the Respondent to liquidated damages and potential NYISO deficiency charges.
- 6.3.9.6 The Respondent must provide a statement affirming that the Project(s) does not have permanent retirement or temporary (mothball) designation that has been accepted by PJM, or

a bilateral transaction for Capacity that would preclude Respondent's capability to provide Capacity Product for all or any portion of the specified Contract Year(s).

- 6.3.9.7 The Respondent must provide a statement affirming that (i) the Project(s) has already been registered with the NYISO as an External Installed Capacity Supplier or that (ii) it will coordinate with Buyer to register the Project(s) with the NYISO as an External Installed Capacity Supplier prior to the Service Commencement Date.

6.3.10 Respondent's/Contracting Entity's Financial Standing

- 6.3.10.1 If rated by S&P, Moody's, Fitch, or any other rating agency, the Respondent must provide for each Contracting Entity the most recent Credit Rating(s). If the Contracting Entity does not have a Credit Rating, the Credit Rating of the Contracting Entity's parent, if applicable, should be provided. If neither the Contracting Entity nor the Contracting Entity's parent has a Credit Rating, then Respondent should provide evidence of any undertakings that the Contracting Entity or its parent has financed in the past three (3) years.

- 6.3.10.2 The Respondent must provide evidence of the Contracting Entity's (and the Contracting Entity's parent company, if applicable) financial condition and financial capacity to operate and maintain the Project. Such information shall include:

- The Contracting Entity's financial statements (audited, if available) for the three (3) most recent fiscal years, including its:
 - income statement,
 - balance sheet, and
 - statement of cash flows
- If the Contracting Entity does not have such financial statements, then financial statements (audited, if available) must be provided for the Contracting Entity's parent.
- If such financial statements are not available, Respondent should provide other evidence of the Contracting Entity's or its parent's creditworthiness demonstrating their financial capability to operate and maintain the generating facility that is providing Contract Capacity in this RFP for the duration of the PPA's term.

- 6.3.10.3 The Respondent must provide details of any events of default or other credit issues experienced by the Contracting Entity and/or its parent, if applicable.

- 6.3.10.4 For existing Projects, the PPA states that security will be provided in the form of a guaranty (subject to the Credit Requirements) or a Letter of Credit in the amount of fourteen (14) percent of the Notional Value within twenty (20) Business Days after the receipt of notice of the Effective

Date, which shall be replenished if drawn upon in accordance with the requirements of the PPA. Exceptions taken to the amount of security proposed by Respondents will be considered in the evaluation of the PPA.

6.3.10.5 For new Projects, the PPA states that security will be provided in the form of a letter of credit within ten (10) Business Days after the PPA's Effective Date in the amount of fourteen (14) percent of the Notional Value, which shall be replenished if drawn upon in accordance with the requirements of the PPA. Upon achievement of Project COD, the Letter of Credit may be replaced by a guaranty (subject to the Credit Requirements) acceptable to LIPA. Exceptions taken to the amount of security proposed by Respondents will be considered in the evaluation of the PPA.

6.3.11 Confidentiality

6.3.11.1 As a corporate municipal instrumentality of the State of New York, documents provided to LIPA in response to this RFP are presumptively available to the public under New York's Freedom of Information Law ("FOIL"), Public Officers' Law ("POL") Article 6. Respondents are strongly encouraged to familiarize themselves with FOIL.

6.3.11.2 The Respondent shall indicate in its Proposal, consistent with Section 87(2) of the POL, what information, if any, should not be made publicly available by marking such information as "confidential."

6.3.11.3 Information marked "confidential" will be treated as such to the extent consistent with obligations under FOIL, other applicable law, regulation, or legal process and will not be disclosed except as required by law or as necessary for the evaluation of Proposals.

6.3.11.4 In the event that a FOIL request is received for any or all Proposals submitted in response to this RFP, notification of the FOIL request will be provided to the submitting Respondent pursuant to Section 89(5) of the POL.

6.3.12 LIPA's Form of Power Purchase Agreement Completed by Respondent

6.3.12.1 A Respondent shall fill out the information requested in LIPA's Form of PPA applicable to its Project.

6.3.12.2 As set forth in Section 2.3, to the extent that a Respondent has any exceptions to LIPA's Form of PPA, the Proposal must include a "redline" of the document showing any proposed text to be inserted, deleted, moved, or otherwise changed.

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- Redlines must be provided using “Track Changes” in Microsoft Word (maximum email size is 15 MB).
 - The Respondent’s modifications that are not clearly identified using “Track Changes” will not be evaluated.
 - Modifications to the PPA must be clear and specific in nature. Mere suggestions to discuss and/or negotiate certain PPA provisions in the future (e.g., simply noting “*need to discuss with LIPA*”) may result in disqualification.
 - In accordance with Section 2.3.2 of the RFP, a proposal with PPA exceptions that pose an unacceptable risk to LIPA and those that are not expected to be resolved through the PPA negotiation process, may not be evaluated.
 - The PPA provides that LIPA and the selected Respondent will be required to negotiate the terms and conditions of bidding and scheduling instructions.

6.3.13 Contracting Entity’s Insurance Requirements

6.3.13.1 If selected in this procurement, Respondent(s) will be required to meet the Insurance Requirements set forth in LIPA’s Form of PPA for the Contracting Entity. Accordingly, the Respondent shall provide a statement affirming that if selected in this procurement, it, and any entity that the Contracting Entity may utilize to operate & maintain the facility, will meet the Insurance Requirements. Although exceptions to the Insurance Requirements will be considered, the nature and extent of any exceptions will be a factor in the evaluation of the Proposals. As such, we encourage Respondents to read the Insurance Requirements carefully.

6.3.14 Procurement Forms

6.3.14.1 Each Proposal shall, as applicable, include signed and completed copies of the following procurement forms, which are available on the RFP Webpage:

- Contingent Fee Certification
- Contractor Disclosure of Prior Non-Responsibility Determinations
- MacBride Fair Employment Principles
- Non-Collusive Bidding Certification
- NYS Vendor Responsibility Questionnaire
- Sexual Harassment Policy
- All MWBE and SVDOB related forms (*)

(*) In the case that the Respondent itself or any of its contractors are unable to comply with the NYS MWBE and/or SDVOB hiring guidelines, they should simply provide a statement stating that in the Proposal in lieu of submitting the forms noted above.

6.3.15 Respondent Data Form

6.3.15.1 The Respondent Data Form is a Microsoft Excel file formatted for the Respondent to provide relevant key Project information. This form is available for download from the RFP Webpage. Respondents shall fill in this Excel file with all required information regarding the Proposal and submit as an Excel file.

6.3.16 Vendor Requirements for NYS OSC Registration for Contracting Entity

6.3.16.1 As specified in Section 7.3.4, if selected in this procurement, the Contracting Entity will be required to obtain a NYS Vendor Identification Number ("Vendor ID") from the OSC, enroll in the OSC's VendRep System, and file the completed Vendor Responsibility Questionnaire with the OSC no later than two weeks after the successful completion of PPA negotiations. Accordingly, (i) if the Contracting Entity is not already enrolled in the OSC's VendRep System, the Respondent shall provide a statement affirming that if selected in this procurement, it will do so, or (ii) if the Contracting Entity is already enrolled in the OSC's VendRep System, the Respondent shall provide the Vendor ID for each intended Contracting Entity in its Proposal.

6.3.17 Information Requirements for New Projects

6.3.17.1 Ability to meet the Service Commencement Date(s). Respondents shall provide a detailed schedule for their Project showing all key milestones and the Service Commencement Date. If any such milestones have been completed, the Respondent shall provide copies of any certificates obtained or agreements that are in place. The schedule should include the following items:

- Community outreach
- Permitting
- Environmental review
- Financing milestones
- Contracting milestones
- Engineering and design milestones
- Major equipment purchases
- Construction milestones

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- Transmission interconnection milestones
 - Testing
 - Commercial operation
- 6.3.17.2 The Respondent's plan for meeting PJM and NYISO requirements for supply of Products. The Respondent shall provide a detailed plan stating how its Project will meet PJM and NYISO's requirements for supply of Products.
- 6.3.17.3 Contracting Entity's (or its parent's) financial standing. Respondent's Proposal shall contain evidence of its and/or any Guarantor's financial condition and capacity to complete and operate the proposed Project, including:
- Detailed description of the proposed short- and long-term financing arrangements.
 - Evidence that financial arrangements are sufficient to support the project through construction and the PPA term.
 - Identification of the proposed Guarantor(s) for the Project.
 - Respondent's audited financial statements for its three most recent fiscal years.
 - If the Respondent does not have audited financial statements, provide the audited financial statements for the Respondent's parent
- 6.3.17.4 Respondent's & Contracting Entity's experience. The Proposal shall include identification of and resumes for key Project team members detailing their experience, including experience with the specific type of resource/project being proposed.
- 6.3.17.5 Environmental impact. The Proposal shall include a detailed discussion of the estimated environmental impacts of the Project on the community and the features of the Project to mitigate environmental impacts. The discussion should include any known sensitive environmental features on or adjacent to the site, such as wetlands, historic properties, ongoing hazardous materials remediation, residences or other sensitive noise receptors.
- 6.3.17.6 History of similar Project(s) reliability and availability. The Proposal should include information on the history of the reliability and availability of the specific generation facility (e.g., manufacturer of major components and model name and numbers) comprising the Project.
- 6.3.17.7 Feasibility of the fuel supply plan, where applicable. If the Respondent is providing the fuel for the Project, the Proposal shall include a full and complete description of fuel supply plans and

schedule. If LIPA elects to supply the fuel, LIPA will not be responsible for permitting, building, operating or maintaining any of the fuel supply facilities.

- 6.3.17.8 **Site Control.** The Proposal shall demonstrate that Respondent's Projects shall be located on sites controlled by Respondent through either fee ownership, land leases, options to lease or purchase, or equivalent demonstration of site control. Respondents shall provide evidence of such site control or their plan to obtain such site control in their Proposals. All Respondents are responsible for seeking such site control from third parties including those required for any fuel supply or storage facilities as necessary.
- 6.3.17.9 **Ability to permit Project.** The Proposal shall list all permits required to be obtained in order for the Project to achieve its Service Commencement Date along with the permitting plan, the status of achieving each permit, and schedule to obtain each permit.
- 6.3.17.10 **Community acceptance.** The Proposal shall include Respondent's community outreach plan, including a description of community benefits and evidence of community support and Respondent's activities to date to obtain community support.
- 6.3.17.11 **Successful interconnection with the PJM System.** The Proposal shall include a plan for completion of interconnection (including interconnection request, interconnection studies, and interconnection agreement negotiations).
- 6.3.18 **Information Requirements for Obtaining Must Offer Exemption for Exporting Capacity /Capacity Return to PJM**
- 6.3.18.1 The Respondent must provide a statement affirming that it will respond to a notice from LIPA instructing it to take all actions necessary to obtain a must offer exemption for the export of Contract Capacity into NYCA (Zone K) in accordance with PJM Rules. Respondent's statement shall also state that it shall cooperate with LIPA, as necessary, in (i) completing and submitting a timely reduction request of the Capacity being exported as required by PJM in order to fully or partially reduce said Capacity and (ii) arranging for such Capacity to be available for sale in applicable PJM markets."

7.0 PROPOSAL EVALUATION & SELECTION

7.1 Evaluation Process

- 7.1.1 The evaluation of Proposals will be conducted pursuant to the requirements of the "LIPA Procurement Guidelines," a public document that is available on the RFP Webpage.

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- 7.1.2 PSEGLI utilizes a multi-phase evaluation process to evaluate Proposals. This evaluation process considers specific qualitative and quantitative attributes with the intent to ensure a fair and non-discriminatory evaluation process while simultaneously selecting the Projects that provide the highest level of benefits to LIPA customers through the procurement.
- 7.1.3 The evaluation process may request a Respondent to clarify its Proposal for the purpose of assuring a full understanding of its response to the RFP by asking the Respondent written questions during the evaluation process.
- 7.1.4 Interviews may be scheduled with Respondents during the evaluation process.
- 7.1.5 If designated as a finalist, a Respondent may be requested to execute a “Key Terms Summary,” to be developed by PSEGLI Selection Committee, which will be based on (i) Respondent’s Proposal, (ii) Respondent’s exceptions (if any) to LIPA’s existing Project or New Project PPA (whichever is submitted by the Respondent) (iii) Respondent’s replies to clarifying questions, and (iv) information provided by the Respondent during the interview. If the Respondent’s Proposal is ultimately selected, the Key Terms Summary will represent the starting point for contract negotiations.
- 7.1.6 During the evaluation process more than one finalist may be designated and each finalist may be requested to submit a “best and final offer” prior to making selection recommendations.
- 7.1.7 PSEGLI and LIPA will conduct a vendor responsibility determination and may require eligible Respondent(s) to answer questions and provide additional information to supplement the information provided in the NYS Vendor Responsibility Questionnaire.
- 7.1.8 PSEGLI reserves the right to waive Non-Material Omissions in a Proposal.

7.2 Evaluation Criteria

- 7.2.1 The evaluation of Proposals will be done in accordance with the following qualitative and quantitative evaluation criteria. The criteria below are not listed in the order of importance.
- 7.2.2 The qualitative evaluation criteria will include:
- 7.2.2.1 For All Projects
- Ability to meet the Service Commencement Date
 - The Respondent’s plan for meeting PJM and NYISO requirements for supply of Products
 - Contracting Entity’s (or its parent’s) financial standing
 - Respondent’s & Contracting Entity’s experience

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- Environmental Impact and history
 - History of Project(s) reliability and availability
 - Degree of exceptions to LIPA's Form of PPA

7.2.2.2 For New Projects Only (All those above plus)

- Feasibility of the fuel supply plan, where applicable
- Site Control
- Ability to permit Project
- Community acceptance
- Successful interconnection with the PJM system

7.2.3 The quantitative evaluation criteria include the all-in costs of the Proposal to LIPA's customers, including an assessment of the Transmission Service cost.

7.3 Contract Process

7.3.1 Respondents will be notified if their Proposal(s) are selected for contract negotiations. This notification will come in the form of a formal email from PSEGLI.

7.3.2 If contract negotiations are successful and LIPA's senior management approves the contract, the Contracting Entity will be requested to execute the PPA. The PPA shall then be subject to approval by the LIPA Board for execution by LIPA. Respondents will be notified when an authorized LIPA officer executes the PPA in the form of a formal email from PSEGLI.

7.3.3 LIPA may disclose to the public the estimated total contract cost of any contract submitted for approval to the LIPA Board.

7.3.4 Each Contracting Entity will be required to register with the OSC and obtain a NYS Vendor ID as set forth in Section 6.3.16 no later than two weeks after the successful completion of PPA negotiations.⁶ To request the assignment of a Vendor ID, the Respondent should contact the NYS OSC's Help Desk via telephone at (866) 370-4672 or (518) 408-4672 or via email at ITServiceDesk@osc.state.ny.us.

7.3.5 The PPA shall not be valid, effective, or binding until approved by the NYS AG and the NYS OSC and filed in the Comptroller's Office, in accordance with Section 112 of the NYS Finance Law. The

⁶ The NYS Office of State Comptroller estimates approximately one-week turnaround from Vendor ID request to completion.

OSC will publish on its website the lifetime dollar value of the contract. No payment for services may be made under the contract until these required approvals have been obtained.

- 7.3.6 Any contract for Products from any proposed new Project will not be executed until after the Project has received the requisite environmental permits

7.4 Debriefing of Unsuccessful Respondents

- 7.4.1 Upon written request to the Designated Contact(s), an unsuccessful Respondent may request a debriefing as to why its Proposal(s) was not selected. Any requested debriefings will be scheduled after notice has been provided of selection of the successful Respondent(s).
- 7.4.2 Discussions during any such debriefing will be limited to an analysis of the evaluation of the Proposal submitted by the Respondent requesting the debriefing. Comparisons between Proposals or evaluations of the other Proposals will not be discussed.
- 7.4.3 Debriefings may be conducted, in person or by telephone, at PSEGLI's discretion.

8.0 RESERVATION OF RIGHTS

8.1 General

- 8.1.1 This RFP is issued to elicit responses to PSEGLI's/LIPA's inquiry and is not an offer. No contract or binding obligation on PSEGLI or LIPA may be implied from this RFP. No agreement will be formed between any Respondent and LIPA until a written agreement is executed by a selected Respondent and LIPA on terms and conditions acceptable to LIPA and such agreement is reviewed and approved in accordance with state law (See Section 7.3.5).
- 8.1.2 All material submitted in response to this RFP will become the property of LIPA.

8.2 Right to Reject

- 8.2.1 This RFP does not commit PSEGLI or LIPA to selecting a Proposal, awarding a contract, paying any costs associated with the preparation of a Proposal, or procuring or contracting for any Product or Project whatsoever. PSEGLI or LIPA, reserves the right, in its discretion, to accept or reject any or all responses to this RFP; to negotiate with all Respondents being selected for contract negotiations; to not move forward with executing an agreement following contract negotiations; and/or to cancel this RFP in whole or in part and to pursue other resource alternatives, which may include negotiating with entities that were not Respondents.

8.3 Right to Bifurcate Proposal Selection

- 8.3.1 This RFP does not commit PSEGLI or LIPA to making all selections or awarding all contracts to Respondents at the same time.

8.4 Limitations on Changes

- 8.4.1 A Respondent may be requested to clarify information in its Proposal(s), but it may not alter its Proposal(s) or otherwise submit any additional information after the Proposal Submittal Deadline. Prohibited changes include pricing increases and/ or changes in the electrical output of a proposed Project.
- 8.4.2 PSEGLI has endeavored to supply useful information in this RFP and the associated RFP Webpage. However, no representation or warranty, express or implied, is made as to the accuracy or completeness of any information contained herein or otherwise provided to any Respondent by or on behalf of PSEGLI. Respondents are encouraged to conduct their own investigation and analysis of all information contained herein or otherwise provided.

9.0 MWBE & SDVOB PARTICIPATION/EQUAL EMPLOYMENT OPPORTUNITY

9.1 NYS MWBE Participation

- 9.1.1 PSEGLI and LIPA are committed to diversity and equal employment opportunities among its contractors and encourage all firms, including firms that are MWBE certified, to submit Proposals in response to this RFP. All certified MWBE firms submitting Proposals to this RFP should be registered as such with the NYS Department of Economic Development. Firms that are not certified but have applied for certification shall provide evidence of filing, including the filing date. In the case that the Respondent itself or any of its contractors are unable to comply with the NYS MWBE hiring guidelines, they should provide a statement of that in their Proposal.
- 9.1.2 This procurement does not have any additional MWBE requirements beyond that which the Respondent may have already instituted. Nevertheless, if applicable, Respondents should describe the level that it is utilizing MWBE certified entities. Accordingly, Proposal documents should include completed and executed copies of all required MWBE Forms provided on the RFP Webpage (i.e., Forms 100, 101, 102, 103, 104, and 105), as applicable.
- 9.1.3 If a Contracting Entity is certified as a NYS MBE or WBE, it should provide evidence of this certification in its Proposal.

9.1.4 Respondents are encouraged to visit the Division of Minority and Women's Business Development's website.⁷

9.2 NYS SDVOB Participation

9.2.1 This procurement does not have any additional SDVOB requirements beyond that which the Respondent may have already instituted. Nevertheless, if applicable, Respondents should describe the level that they are utilizing SDVOB certified entities. Accordingly, Proposal documents should include completed and executed copies of all required SDVOB Forms provided on the RFP Webpage, as applicable. In the case that the Respondent itself or any of its contractors are unable to comply with the NYS SDVOB hiring guidelines, they should provide a statement of that in their Proposal.

9.2.2 If a Contracting Entity is certified as a NYS SDVOB, it should include evidence of this certification in its Proposal.

For more information regarding NYS SDVOBs, Respondents are encouraged to visit the NYS Office of General Services webpage.

⁷ The Division of Minority and Women's Business Development's website: <https://esd.ny.gov/doing-business-ny/mwbe>

APPENDIX A. GLOSSARY

Base Residual Auction (BRA) – has the meaning set forth in PJM Rules.

BRA Clearing Price – has the meaning set forth in PJM Rules.

Business Day – means any Day except a Saturday, Sunday, or holiday defined by NERC. A Business Day shall open at 0800 and close at 1700 EPT for the relevant Party's principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party from whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

Capacity – means the capability to generate Energy measured in MW.

Capacity Price – means the all-inclusive cost of Contract Capacity at the Delivery Point not including the PJM Tariff cost of Transmission Service.

Capacity Product – has the meaning set forth in Section 1.2.

Contract Capacity – has the meaning set forth in Section 1.2.

Contract Capacity Delivery Point – has the meaning set forth in Section 1.2.

Contract Energy Delivery Point – has the meaning set forth in Section 1.2.

Contract Year – means a 12-month period beginning on June 1st and ending on May 31st of the following year.

Contract Energy – has the meaning set forth in Section 1.2.

Contracting Entity – means the legal name of the party that will execute the Power Purchase Agreement.

Credit Rating – means, with respect to any Person, the rating by S&P, Moody's, Fitch or any other rating agency agreed to by the Parties then assigned to such Person's unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if such Person does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such Person as an issuer rating by S&P, Moody's, Fitch or any other rating agency agreed by the Parties.

Credit Requirements – means, with respect to any Person, that such Person has at least two of the following Credit Ratings: (a) "Baa2" or higher from Moody's; (b) "BBB" or higher from S&P; and (c) "BBB" or higher from Fitch.

Day – means twenty-four (24) consecutive hours commencing with the hour ending 0100 through hour ending 2400 EPT on any calendar Day.

DMNC – means the generator output capability test (Dependable Maximum Net Capacity) used to establish the NYISO Installed Capacity of the Project for the NYISO Summer Capability Period and NYISO Winter Capability Period (as applicable) as set forth in the NYISO Rules.

DMNC Test Period – has the meaning set forth in NYISO Rules.

Effective Date – means the first date on which all of the following shall have occurred: (1) the PPA has been executed by both Seller and Buyer; and (2) the executed PPA has been (a) approved in writing

by both (i) the NYS Attorney General (as to form), and (ii) the NYS Office of the State Comptroller and (b) filed in the Office of the NYS OSC (as provided for in Supplement 1⁸).

EMAAC – is a load zone within the PJM Control Area as set forth in the PJM Rules.

Energy – means three-phase, 60-hertz alternating current electric energy, expressed in MWh.

Energy Price – means the all-inclusive cost of Contract Energy delivered to the Delivery Point not including the PJM Tariff cost of Transmission Service.

Energy Product – has the meaning set forth in Section 1.2.

External Installed Capacity Supplier – has the meaning set forth in NYISO Rules

Firm Transmission Withdrawal Rights – has the meaning set forth in the PJM Rules; or, if such rights are no longer recognized under PJM Rules, the equivalent of such rights.

Fitch – means Fitch Inc., Fitch Ratings Ltd. and its subsidiaries.

Form of Power Purchase Agreement or Form of PPA – means the original Power Purchase Agreement template for existing Projects or for new Projects that is posted with the 2025 PJM Off Island RFP.

Installed Capacity (ICAP) – has the meaning set forth in the NYISO Rules.

ICAP Event Calendar – has the meaning set forth in NYISO Rules.

ICAP Manual – has the meaning set forth in NYISO Rules.

Insurance Requirements – refers to the insurance requirements set forth in the Form of PPA.

JCPL Locational Deliverability Area (“LDA”) – is a load zone within the PJM Control Area as set forth in the PJM Rules.

LIPA Tolling Arrangement – With respect to the Contract Capacity (and selected Energy option), LIPA will be responsible for:

- Securing and scheduling the required fuel.
- Optionally arranging for fuel delivery.
- Submitting hourly schedules for dispatch.
- Arranging for the delivery of Energy to the Neptune Point of Receipt.

Long Island Locational Installed Capacity – means Installed Capacity that the NYISO recognizes as being eligible to supply load located in NYISO Zone K (Long Island) pursuant to NYISO Rules.

Material Omissions – means the failure to provide information required to be submitted with the Respondent’s Proposal by the Proposal Submittal Deadline and where the absence of this timely information submission could result in one or more of the following:

- I. Inability to holistically evaluate the Respondent’s Proposal;
- II. The Respondent obtaining an unfair advantage over other Respondents;
- III. Disadvantage to other submitted Proposals; and/or

⁸ Supplement 1 is included in LIPA’s Form of PPA.

IV. Disadvantage to LIPA.

The failure to provide such information by the Proposal Submittal Deadline would result in a Non-Responsive determination.

MW – means one megawatt alternating current of Capacity.

MWh – means one megawatt hour (1,000 kilowatt hours) of Energy.

Moody's – means *Moody's Investors Service, Inc. or its successor.*

Neptune Cable – means the HVDC transmission cable connecting the converter station in Sayreville, New Jersey with the converter station in New Cassel, New York which is interconnected through an AC cable with the LIPA Newbridge Road Substation in Levittown, New York, including all associated facilities required to allow the cable to function.

Neptune Point of Receipt – has the meaning set forth in the PJM Tariff, Schedule 14.

NERC – means the North American Electric Reliability Corporation.

New York Control Area (NYCA) – has the meaning as described in the NYISO Rules.

NYISO – means the New York Independent System Operator, Inc. or any successor in interest thereto.

NYISO Installed Capacity – has the meaning set forth in NYISO Rules.

NYISO Market Administration and Control Area Services Tariff or NYISO MST – has the meaning set forth in NYISO Rules.

NYISO Rules – means the NYISO Tariff, and all NYISO manuals, rules, procedures, agreements, or other documents governing the participation of market participants in the NYISO Markets as in effect from time to time.

NYISO Summer Capability Period – has the meaning set forth in the NYISO Rules, which is currently May 1 through October 31.

NYISO Tariff – means the NYISO Open Access Transmission Tariff and/or the NYISO Market Administration and Control Area Services Tariff or any other tariff applicable to the NYISO, as in effect from time to time.

NYISO Winter Capability Period – has the meaning set forth in the NYISO Rules, which is currently November 1 through April 30.

Notional Value – means the mathematical result (in \$) of the following formula: Contract Capacity (in MW) x Contract Capacity Monthly Payment (in \$/kW-mo.) x 1,000 x Number of Months comprising Service Term.

Non-Material Omissions – means the failure to provide information required to be submitted with the Respondent's Proposal and whose delay in submission will not advantage the Respondent. The absence of this information submission, if not considered a Material Omission, and while still required to complete the Proposal's evaluation would not hinder such evaluation.

OSC – Means the Office of New York State Comptroller.

Person – means any individual, entity, corporation, general or limited partnership, limited liability company, joint venture, estate, trust, association or other entity or Governmental Authority.

PJM – means PJM Interconnection LLC, and any successor in interest thereto.

PJM Control Area – has the meaning as described in the PJM Rules.

PJM Rules – means the PJM Tariff and all PJM manuals, rules, procedures, agreements or other documents relating to the sale of Capacity, Energy and ancillary services that govern the participation of market participants with respect thereto in the PJM Markets as in effect from time to time.

PJM Tariff – means the PJM Open Access Transmission Tariff or any other tariff applicable to PJM.

Power Purchase Agreement or PPA – means the agreement setting forth the commercial terms for LIPA's purchase of Capacity and/or Energy from one or more selected Projects.

PPA Effective Date – means the date set forth in the LIPA form PPA which details the requirements for approval of the negotiated PPA.

Products – has the meaning set forth in Section 1.2.

Project – has the meaning set forth in Section 1.2.

Proposal – has the meaning set forth in Section 1.2.

Respondent – has the meaning set forth in Section 1.2.

Selection Committee – The committee consisting of PSEGLI staff and advisors that has sole responsibility for evaluating Proposals and for making recommendations for Proposal selections to PSEGLI's and LIPA's senior management.

Service Commencement Date or SCD – means June 1st of the first Contract Year selected for inclusion in the PPA.

Service Term – means all Contract Years beginning with the Service Commencement Date.

S&P – means the S&P Global Ratings (a division of S&P Global Inc.) or its successor.

SRE Energy – means Energy associated with Contract Capacity that has been requested from the Project pursuant to a Supplemental Resource Evaluation request issued by the NYISO.

Supplemental Resource Evaluation request (an SRE or SRE request) – has the meaning set forth in the NYISO Rules.

Term – means the period beginning with the Effective Date and ending on May 31st of the last Contract Year in the Service Term.

Transmission Service – has the meaning set forth in Section 1.2.

UCAP or Unforced Capacity – has the meaning set forth in the NYISO Rules.

UDRs – means unforced capacity deliverability rights, as defined in the NYISO Rules.

PJM Western Hub – has the meaning set forth in the PJM Rules.

Year – means a period of 365 consecutive days, or 366 consecutive days if such period includes a February 29.

Zone K – means the New York Control Area load zone covering Nassau County, Suffolk County and the Rockaways as defined in the NYISO Rules.

APPENDIX B. CAPACITY PRODUCT SAMPLE PROPOSALS

(for illustrative purposes only)

Appendix B Capacity Product Sample Proposals

Sample Proposal 1

| Project | Contract Capacity Delivery Point | Minimum Capacity (MW) | Maximum Capacity (MW) | Contract Year(s) | Capacity Price (\$/kW-mo) |
|-----------|---|-----------------------------|-----------------------------|---------------------|------------------------------|
| Project-A | DP-A | 100 | 685 | All | \$xx,xx |

Sample Proposal 2

| Project | Contract Capacity Delivery Point | Minimum Capacity (MW) | Maximum Capacity (MW) | Contract Year(s) | Capacity Price (\$/kW-mo) |
|-----------|---|-----------------------------|-----------------------------|---------------------|------------------------------|
| Project-A | DP-A | 100 | 200 | All | \$xx,xx |
| Project-B | DP-B | 50 | 200 | All | \$yy.yy |

Sample Proposal 3

| Project | Contract Capacity Delivery Point | Minimum Capacity (MW) | Maximum Capacity (MW) | Contract Year(s) | Capacity Price (\$/kW-mo) |
|-----------|---|-----------------------------|-----------------------------|---------------------|------------------------------|
| Project-A | DP-A | 100 | 200 | 1 | \$aa.aa |
| Project-A | DP-A | 100 | 200 | 2 | \$bb.bb |
| Project-A | DP-A | 100 | 200 | 3 | \$cc.cc |
| Project-A | DP-A | 100 | 200 | 4 | \$dd.dd |
| Project-A | DP-A | 100 | 200 | 5 | \$ee.ee |
| Project-A | DP-A | 100 | 200 | 6 | \$ff.ff |
| Project-A | DP-A | 100 | 200 | 7 | \$gg.gg |

Sample Proposal 4

| Project | Contract Capacity Delivery Point | Minimum Capacity (MW) | Maximum Capacity (MW) | Contract Year(s) | Capacity Price (\$/kW-mo) |
|-----------|---|-----------------------------|-----------------------------|---------------------|------------------------------|
| Project-A | DP-A | 200 | 200 | 1,2,3 | \$xx,xx |
| Project-B | DP-B | 100 | 200 | 4,5 | \$yy.yy |

APPENDIX C. RESPONDENT CLARIFICATION REQUEST FORM

| | |
|-----------------------------|--|
| Company Name | |
| Company Mailing Address | |
| Primary Contact Information | |
| Name | |
| Title | |
| Phone | |
| Email | |
| Clarification Request #1 | |
| Clarification Request #2 | |
| Clarification Request #3 | |

APPENDIX D. REFERENCE LINKS

| Item | Link |
|---|---|
| LIPA Website | www.lipower.org |
| PSEGLI Website | www.psegliny.com |
| RFP Webpage | https://www.psegliny.com/aboutpseglongisland/proposalsandbids/2025PJMRFP |
| VendRep System Instructions | https://www.osc.ny.gov/state-vendors/vendrep/enroll-vendrep-system |
| NYS M/WBE Directory | https://www.osc.state.ny.us/state-vendors/resources/minority-and-women-owned-business-enterprises-mwbcs |
| Division of Minority and Women's Business Development Website | https://esd.ny.gov/doing-business-ny/mwbe |
| NYS Office of General Services Website | https://ogs.ny.gov/veterans |
| Lobbying Guidelines Regarding Procurements, Rules, Regulations, or Ratemaking | https://www.lipower.org/wp-content/uploads/2016/10/LIPALobbying-3.pdf |
| LIPA Procurement Guidelines | https://www.lipower.org/wp-content/uploads/2023/06/Board-Policies-6-2023.pdf |
| NYISO Open Access Transmission Tariff | https://nyisoviewer.etariff.biz/ViewerDocLibrary/MasterTariffs/9FullTariffNYISOATT.pdf |
| NYISO Market Administration and Control Area Services Tariff | https://nyisoviewer.etariff.biz/ViewerDocLibrary/MasterTariffs/9FullTariffNYISOMST.pdf |
| NYISO Installed Capacity Manual | https://www.nyiso.com/documents/20142/2923301/icap_mnl.pdf/234db95c-9a91-66fe-7306-2900ef905338 |
| New York Department of State - Foreign Entity Registration Instructions | https://dos.ny.gov/application-authority-foreign-limited-liability-companies |
| New York Department of State - Foreign Entity Registration Form | https://dos.ny.gov/system/files/documents/2023/01/1361-f.pdf |