

2026 Request for Proposals
for
Temporary Generation

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

Issued: July 27, 2026



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1.0 INTRODUCTION

PSEG Long Island, LLC (“PSEG Long Island”), on behalf of the Long Island Power Authority (“LIPA”), is issuing this 2026 Request for Proposals for Temporary Generation (“**2026 Temporary Generation RFP**” or “**RFP**”) for the purpose of maintaining reliability for Long Island customers. As described in Section 1.4.1, LIPA is seeking to procure up to a total of 400 MW of Temporary Generation¹ to be located in LIPA’s Service Territory. Such facilities would be connected to LIPA’s Transmission or Distribution System (the “**T&D System**”).

Unless otherwise defined in Sections 1 through 7 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, by and through its agent, Long Island Electric Utility Servco LLC (“**Servco**”), a subsidiary of PSEG Long Island, 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 amended and extended as of December 22, 2025, and as it may be restated, amended, modified, or supplemented from time to time, between LIPA and PSEG Long Island, PSEG Long Island through its operating subsidiary, Servco, assumed the responsibility as a LIPA service provider, to operate and manage the T&D System and other utility business functions as of January 1, 2014. On January 1, 2015, PSEG Long Island assumed responsibility for power supply planning and procurement. Additional information about LIPA² and PSEG Long Island³ can be found on their respective

¹ For purposes of this RFP, **Temporary Generation** shall include dispatchable equipment comprising energy storage (e.g. batteries), fuel cells, or conventional generation (e.g., combustion turbines, internal combustion engines).

² LIPA’s website: www.lipower.org

³ PSEG Long Island’s website: www.psegliny.com

websites. LIPA relies upon a service provider to manage power, fuel, and risk management activities including the day-to-day interface with the NYISO (e.g., scheduling and bidding).

- 1.1.4 PSEG Long Island and Servco (hereinafter collectively referred to as “**PSEG Long Island**”), as agent of and acting on behalf of 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**”) to become effective.

1.2 Project Need

- 1.2.1 Recent reliability assessments by the New York Independent System Operator (“**NYISO**”) and ongoing internal planning analyses indicate that Long Island reliability margins are continuing to narrow, primarily because of cancellations and delays of clean energy projects such as offshore wind and lithium-ion battery projects, as well as increasingly stringent planning criteria promulgated by the NYISO. Further, due to narrowing capacity margins in neighboring regions, capacity imports face similar long-term risks. In addition, aging of existing transmission and generation raises the risk of unplanned outages. Consequently, LIPA and PSEG Long Island are seeking Temporary Generation as a necessary near-term reliability measure to preserve system reliability and operational flexibility until longer-term transmission and resource solutions are developed and placed into service.
- 1.2.2 Accordingly, LIPA and PSEG Long Island are moving forward with the development and procurement of Temporary Generation resources to ensure sufficient backup reliability capability is available to support the T&D System under a range of operating conditions. Temporary Generation is intended to provide operational and planning flexibility in the event of, among other things, unexpected generation outages, extreme weather conditions, transmission limitations, or emerging changes to resource adequacy planning requirements. These resources are being advanced as a proactive reliability solution designed to maintain safe and reliable service for LIPA customers while permanent solutions progress through development, permitting, and construction.

1.3 Common Terms

- 1.3.1 *Capacity Product* – means the entire range of Capacity magnitude and duration offered by the Respondent in the Proposal.
- 1.3.2 *Contract Capacity* – means that amount of the Capacity Product which is selected by LIPA for contract negotiations.

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- 1.3.3 *Disadvantaged Community* – has the meaning set forth by the New York State Climate Justice Working Group pursuant to the Climate Leadership and Community Protection Act (CLCPA).⁴
- 1.3.4 *Energy Product* – means Energy delivered from the Project during the Month.
- 1.3.5 *Generating Unit* – means a system of equipment or devices that convert energy into electricity or stores electricity and shall include energy storage (e.g. batteries), fuel cells, or conventional generation (e.g., combustion turbines, internal combustion engines). For the purpose of this RFP, the device must be dispatchable.
- 1.3.6 *LIPA's Transmission and Distribution System or T&D System* – means all equipment and facilities now or hereafter comprising LIPA's system for transmission and/or distribution of electricity, as modified or expanded from time to time.
- 1.3.7 *Point of Interconnection* – means the Project's point of interconnection with the T&D System as defined in the Project's Interconnection Agreement.
- 1.3.8 *Power Purchase Agreement or Agreement* – means the agreement setting forth the commercial terms for selected Respondent's mobilization, operation, maintenance, and Demobilization of the Project and LIPA's purchase of Capacity and Energy from the selected Project(s) during the Service Term.
- 1.3.9 *Products* – means the Capacity Product and Energy Product jointly.
- 1.3.10 *Project* – means a generating plant owned and operated by a selected Respondent consisting of one or more dispatchable Generating Units, which (i) is located on a single Site, (ii) is temporarily connected to T&D System and (ii) can provide Product(s) to the Point(s) of Interconnection.
- 1.3.11 *Proposal* – refers to a response to this RFP submitted by a Respondent.
- 1.3.12 *Respondent* – refers to a party submitting a Proposal and is authorized to execute a Power Purchase Agreement and related agreements for the proposed Project.
- 1.3.13 *Site* – refers to the specific physical locations at which the Temporary Generation will be installed and includes Sites being offered by LIPA pursuant to this RFP as well as Sites that may be made available by Respondents. Only one Project may be installed at each Site.

⁴ [Disadvantaged Communities Criteria - New York's Climate Leadership & Community Protection Act](https://www.nyserda.ny.gov/nY/Disadvantaged-Communities) and <https://www.nyserda.ny.gov/nY/Disadvantaged-Communities>

1.3.14 *Site Control* - means legally enforceable rights sufficient for the installation, operation, fueling, maintenance, and removal of temporary generation equipment on the project site for the term of the temporary generation services. Site Control may be evidenced by fee ownership, a lease, license, easement, right-of-entry agreement, use agreement, or other binding documentation that grants the right to access, occupy, and use the site on a temporary, non-permanent basis, including related rights for laydown areas, fuel delivery, interconnection, and ingress and egress.

1.3.15 *Temporary Generation* – means one or more Generating Units that are provided by the Respondent at the Site and are installed on a fixed foundation or are mobile-mounted.

1.4 Description of Solicitation

1.4.1 This RFP is seeking the following:

- a) **Temporary Generation:** LIPA is seeking to secure up to 400 MW of Contract Capacity from multiple Projects for a Service Term commencing between May 1, 2028 and May 1, 2030 to be installed at locations across the LIPA Service Territory which include (i) LIPA-provided Sites, and (ii) Respondent-provided Sites.
- b) **Service Term:** LIPA is seeking a Service Term for Temporary Generation beginning between May 1, 2028 (preferred) and May 1, 2030, for a 3-yr base term ("**Base Term**") plus an extended term up to October 31, 2039 (full extended term preferred), provided that LIPA will have the option to terminate the agreement at any time during the extended term with 12 months advance notice.
- c) **Pricing:** Respondent must provide capacity prices for the Base Term and for each month of the extended term and must provide energy prices if applicable, in the form shown in Section 5.3.4.
- d) **Capacity Product:** A minimum of 5 MW of Contract Capacity from each Project.
- e) **Energy Product:** In addition to the Capacity Product above, the Proposal must include an Energy Product, from the same Project(s), in an hourly amount up to the equivalent Capacity Product as scheduled by LIPA.

1.4.2 Respondents may propose Projects on/at Sites for which the Respondent has established Site Control to be interconnected with LIPA's T&D System, in addition to Sites being made available to Respondents by LIPA through this RFP. Information concerning the Sites offered by LIPA may be secured by Respondents pursuant to the instructions in **Appendix D: LIPA Sites Where Projects Could Be Located**.

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- 1.4.3 LIPA reserves the right to select more than one Proposal to meet the objectives of 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 Project(s) that will be located in the LIPA Service Territory on Sites owned or controlled by LIPA (limited to Sites identified via **Appendix D**) or on Sites that will be provided by the Respondent.
- 2.1.2 Each Proposal for Temporary Generation must consist of Capacity Product and Energy Product provided from a single Project for the Service Term as detailed in Section 1.4.1. Respondents may submit Proposals for one or more of the Sites.
- 2.1.3 Respondents must meet the Temporary Generation Specifications outlined in **Appendix C**.
- 2.1.4 Each individual Project must meet the minimum design criteria of 5 MW.
- 2.1.5 Proposals may consist of joint ventures between equipment suppliers and developers.

2.2 Requested Services

- 2.2.1 This RFP requests that the Respondent agree to provide the services listed below, as applicable. To the extent that a Respondent is unable to provide any of the listed services, the Proposal should so indicate. It should be noted that Proposals that agree to provide all or most of the requested services will be given preference in the qualitative evaluation.
- 2.2.2 Acquire all necessary permits, approvals, licenses, registrations, or similar, necessary to develop/install, interconnect and operate the Project.
- 2.2.3 Design, own (by fee or leasehold), finance, engineer, develop/install, interconnect, operate and maintain the Project.
- 2.2.4 Decommission and remove equipment from the Site upon the expiration of the Term.
- 2.2.5 Arrange for the Project to be interconnected to LIPA's T&D System. If the Project is to be interconnected at transmission voltage (23 kV and above), comply with the applicable requirements set forth in NYISO Rules. If the Project is to be interconnected at distribution voltage (at 13kV only), comply with the PSEG LI Small Generator Interconnection Procedure ("**SGIP**"). Execute the applicable Interconnection Agreement.

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- 2.2.6 If directed by LIPA, cause the Project to qualify as an Installed Capacity Supplier, which includes applying to the NYISO for CRIS Rights;
 - 2.2.7 Operate and maintain the Project equipment during the Service Term.
 - 2.2.8 Dispatch the Project in accordance with the Operating Instructions agreed pursuant to the Agreement.
 - 2.2.9 Designate a representative to coordinate Site activities with LIPA.
 - 2.2.10 Assume responsibility for the safe handling and disposal of all waste, including hazardous materials and the removal of liquid wastes from the Site such as oil, etc.
 - 2.2.11 Provide and install Balance of Plant ("**BOP**") equipment and materials.
 - 2.2.12 Provide BOP engineering services.
 - 2.2.13 Provide Site security, including fencing and lighting.
 - 2.2.14 Provide adequate fire safety and firefighting equipment and related services.
 - 2.2.15 Provide bulk storage fuel tanks and required fuel transfer piping if Project is fueled by liquid fuel and any necessary containment as required.
 - 2.2.16 Provide and install the infrastructure required for the interconnection to the local natural gas delivery system if the Project is fueled by natural gas.
 - 2.2.17 Provide cabling and terminations for auxiliary power requirements.
 - 2.2.18 List any NYSDEC approvals needed, including but not limited to, SPDES wastewater discharge, Solid Waste Management Facility, Hazardous Waste Management Facility, Air Pollution Control (Title V or State Facility Permit), Water Withdrawal over 20 MGD for Cooling Water, Waste Transporter.
 - 2.2.19 Assume responsibility for any Custom Duties, Taxes, and local authority permits, if applicable.
 - 2.2.20 Assume responsibility for all necessary environmental, noise, construction, and operation permits required by local agencies.
 - 2.2.21 Assume responsibility for environmental/emissions reporting as required by Federal and NYS agencies.

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- 2.2.22 Ensure the availability of craft labor necessary to prepare the Site and perform the equipment interconnections.
 - 2.2.23 Provide, install and operate the Generator Step-up Transformer(s) (**GSU**).
 - 2.2.24 Provide all cabling from GSU's high voltage connections to LIPA substation.
 - 2.2.25 Identify any underground obstructions.
 - 2.2.26 Provide and install protective relay equipment for GSUs.
 - 2.2.27 Provide professional engineer (**PE**) reviews and stamps on Respondent drawings as required.
 - 2.2.28 Provide a community outreach plan.
 - 2.2.29 Plan for, provide, and install noise attenuation and visual screening measures appropriate for densely populated and heavily trafficked neighborhoods to limit environmental and community impacts.
 - 2.2.30 Comply with all local, NYS and Federal codes and obtain all permits and required licenses. With respect to a Project located in a Disadvantaged Community or within one-half mile of a Disadvantaged Community, please see Section 5.3.11.

2.3 Fuel Supply

- 2.3.1 Respondent shall be responsible for supplying adequate fuel to meet LIPA's generation schedules. At Respondent's option, LIPA will supply the fuel meeting Generating Unit specifications and, with respect to liquid fuel, will ensure that the Project's bulk storage tanks are maintained at sufficient levels to accommodate LIPA generation schedules. Respondents may offer either or both fuel supply options in their Proposals and provide corresponding pricing offers. If the Project consists of battery storage Generating Units, LIPA will provide charging energy.

2.4 Interconnection Requirements

- 2.4.1 The selected Project(s) must maintain valid interconnection agreements with LIPA's T&D System for the duration of the Service Term.

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- 2.4.2 The selected Project(s) must connect to LIPA's T&D System and therefore must comply with the applicable interconnection procedures. Please refer to the following links for interconnection procedures:

<https://www.nyiso.com/interconnections>

<https://www.psegliny.com/aboutpseglongisland/legalandregulatory>

<https://www.psegliny.com/en/aboutpseglongisland/ratesandtariffs/SGIP>

- 2.4.3 Additionally, the Project must comply with all LIPA transmission system interconnection requirements. The "Requirements For Generating Facility Interconnection To The LIPA Transmission System" can be found at the following link:

<https://www.psegliny.com/aboutpseglongisland/legalandregulatory>

- 2.4.4 In accordance with LIPA's interconnection requirements and open access transmission tariff, Respondents will be responsible for paying LIPA for all attachment facilities and system upgrades constructed and owned by LIPA. Respondents may seek to recover such costs through the Agreement and any such provisions will be considered in the evaluation of the Proposals received.

2.5 Firm Pricing Commitment

- 2.5.1 Proposed pricing for the services set forth in Section 2.2 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 3.0).
- 2.5.2 Pricing must also include associated costs required to meet NYS's Certified Minority and Women Owned Business Enterprise ("**MWBE**")⁵ and Certified Service-Disabled Veteran-Owned Business ("**SDVOB**")⁶ subcontracting targets.
- 2.5.3 See Section 5.3.4 for additional Proposal pricing requirements.

2.6 Contracting – LIPA's Form of Power Purchase Agreement

- 2.6.1 The selected Respondent(s) will be required to negotiate a Power Purchase Agreement ("**Agreement**") with LIPA for each Project selected. LIPA's Form of Power Purchase

⁵ For more information, the Division of Minority and Women's Business Development's website can be found at: <https://esd.ny.gov/doing-business-ny/mwbe>

⁶ For more information the NYS Office of General Services' website can be found at: <https://ogs.ny.gov/veterans>

Agreement will be available for review through Power Advocate shortly. It should be noted that the Standard Clauses for LIPA's Contracts will be incorporated in the ultimate Agreement as a Supplement. Such Standard Clauses can be found via PowerAdvocate.

2.7 Conditions Precedent for Agreement

2.7.1 LIPA being a New York State public authority, is subject to State Environmental Quality Review Act ("**SEQRA**"), and any action subject to SEQRA may not be commenced, approved by LIPA Board, or otherwise approved, unless provisions of SEQRA have been complied with. For avoidance of doubt, the Respondent is responsible for preparing materials, applying for, and obtaining the SEQRA determination for its Project. If the Site is owned by LIPA, LIPA is expected to serve as the Lead Agency for the SEQRA. If the Site is leased or owned by the Respondent, then LIPA will be an Involved Agency for the SEQRA.

2.8 Availability Warranty

2.8.1 The Respondent shall warrant at least eighty percent (80%) monthly availability for each Project. The Respondent shall be assessed liquidated damages for failure to achieve the warranted availability and the calculation of such damages will be set forth in the Agreement. Any liquidated damages shall be deducted from LIPA's monthly payment to the Respondent.

2.9 North American Electric Reliability Corporation ("NERC**") Standards**

2.9.1 A single Generating Unit with a gross nameplate rating greater than 20 MVA and is connected at 100 kV or higher is subject to NERC standards.

2.9.2 Aggregate generation (multiple Generating Units at a single Site) is subject to NERC standards if the total Capacity is greater than 75 MVA and it is connected at 100 kV or above.

2.10 Communications during the RFP Process

2.10.1 Pursuant to NYS Finance Law sections 139-J and 139-K, this RFP includes and imposes certain restrictions on communications between a Respondent and either PSEG Long Island 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 PSEG Long Island 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**"). PSEG Long Island 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.

2.10.2 Respondent must submit their Proposals via the Power Advocate platform. Respondents must also direct all other communications and questions regarding this RFP via Power Advocate (see Section 2.12). All written communications from LIPA to the Respondent will be sent via Power Advocate.

2.10.3 The Designated Contacts for the 2026 Temporary Generation RFP are:

John Koroglu and Issaka Koanda

2.10.4 The Designated Contact may be updated and/or supplemented by PSEG Long Island as needed, and all such changes will be posted on Power Advocate.

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

2.10.6 Further information about these requirements can be found in the section “*Lobbying Guidelines Regarding Procurements, Rules, Regulations, or Ratemaking*,” which is posted on Power Advocate.

2.11 The Power Advocate Platform

2.11.1 The link to the Power Advocate platform is:

[PowerAdvocate RFP 238662: 2026 Temporary Generation RFP](#)

2.11.2 The Power Advocate platform is a private site, accessible to Respondents at any time, but requires a password or login to allow Respondents to download documents referenced in this RFP. Updates and additional information may be posted periodically on Power Advocate. It is the responsibility of the Respondent to periodically check Power Advocate for potential updates.

2.11.3 If there are any issues accessing the Power Advocate platform, please send an email to: PSEG-LI-2026TemporaryGenerationRFP@psegliny.com

2.12 Questions about the RFP

- 2.12.1 All questions and requests for clarification regarding the RFP may be submitted via Power Advocate, except as provided in Section 2.11.3.
- 2.12.2 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 3.0.
- 2.12.3 All non-confidential questions, requests for clarification, and responses concerning this RFP will be posted on the Power Advocate platform and available for review by all interested parties. Any Respondent who wishes to pose a confidential question may do so via the Power Advocate platform and marking the correspondence as “*Confidential*”.

2.13 Request for T&D System Data

- 2.13.1 Respondents may request certain transmission system data to assist them in developing their Proposals from PSEG Long Island and/or the NYISO. PSEG Long Island will provide interested Respondents a load flow, contingency list, and a one-line diagram around an electrical bus at a proposed interconnection point as requested. Respondents will be required to execute CEI and non-disclosure agreements prior to receiving the requested information described in Section 5.3.7.2.

3.0 RFP TARGET DATES

The following RFP Target Dates are based upon expectations as of the release date of this RFP. PSEG Long Island reserves the right to modify the RFP Target Dates at its sole discretion at any time during the Restricted Period as defined in Section 2.10.1. Any such modifications will be posted on Power Advocate.

Table 3-1: RFP Target Dates (Preliminary)

Activity	Target Date
Release of RFP	July 27, 2026
Question Submittal Window	July 28, 2026 – October 16, 2026
Webinar	August 5, 2026, 11:00 AM EPT
LIPA Site Visit(s)	August 20 and August 27, 2026
Notification of Intent to Bid	October 16, 2026 5:00PM EPT
Proposal Submittal Deadline	October 30, 2026 5:00 PM EPT
Proposal Selection(s)	January 22, 2027
PPA Negotiations Completed	April, 2027
LIPA Board of Trustees Approval*	May, 2027
Firm Pricing Required Through	September, 2027
NY State Approvals (Effective Date)**	September, 2027
Service Commencement Date(s)	May 1, 2028 - May 1, 2030

* Any contract for Products from any proposed Project will not be executed until after the Project has received the requisite environmental permits. See Section 2.7.1.

** Approvals as required by NYS Attorney General and NYS Office of State Comptroller. Note: these dates are estimates.

4.0 PROPOSAL PROCESS

4.1 General

- 4.1.1 The Proposal Submittal Requirements are set forth in Section 4.4. All RFP documents may be obtained from Power Advocate (see Section 2.11).
- 4.1.2 To be considered for selection, Proposals must comply with each of the submittal requirements set forth in Section 4.4.
- 4.1.3 PSEG Long Island and LIPA assume no responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFP documents.

4.2 Interpretation or Correction of RFP Documents

- 4.2.1 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 PSEG Long Island. Such request should be submitted via the Question-

and-Answer process described in Section 2.12. Requests must be made during the *Question Submittal Window* (see Section 3.0 RFP Target Dates).

- 4.2.2 If a Respondent fails to notify PSEG Long Island 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 3.0 RFP Target Dates).
- 4.2.3 Any modifications to the RFP documents will be furnished via the Power Advocate platform (see Section 2.11).

4.3 Proposal Expenses

- 4.3.1 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 Agreement(s), including clarification of its Proposal and negotiation of the 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 Respondent's performance of the Agreement(s).

4.4 Proposal Submittal Requirements

- 4.4.1 Any Proposal that is deemed Non-Responsive will not be evaluated. A Non-Responsive Proposal includes one that:
- a) is not in conformance with the RFP's requirements and instructions;
 - b) contains Material Omission(s);
 - c) contains Non-Material Omissions that have not been cured by the required date as determined by the Selection Committee; and/or
 - d) does not meet the submission requirements set forth herein.
- 4.4.2 If a Proposal is subject to resolution of one or more conditions (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:
- a) 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 3.0, RFP Target

Dates (as such dates may be modified and transmitted to Respondents via Power Advocate), then the Proposal shall be deemed Non-Responsive and will not be evaluated in the RFP.

- b) 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 3.0 RFP Target Dates (as such dates may be modified and transmitted to Respondents via Power Advocate), then the Proposal will be evaluated by the Selection Committee.
- c) If the condition is resolved within the timeframe set forth in the previous bullet⁷, 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.

4.4.3 Proposals submitted in response to this RFP must be submitted in accordance with the proposal sections outline set forth in Section 5.2.2 in terms of format and sequence. A Proposal that does not follow the required proposal sections outline may not be evaluated.

4.4.4 The Respondent must complete all procurement forms, as further described in Sections 5.3.17, as applicable.

4.4.5 A Respondent submitting multiple Proposals must identify in their Proposal if any Proposal is mutually exclusive with another Proposal from that Respondent.

4.4.6 The Proposal shall clearly state the complete legal name of the Respondent.

4.4.7 The Proposal shall be signed by a person who is duly authorized to bind the Respondent to a contract.

4.4.8 The Proposal submitted in response to this RFP must be received by the Proposal Submittal Deadline. 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.

⁷ 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.

4.4.9 Proposals must be submitted via the designated Power Advocate link provided in Section 2.11. Hard copies of Proposals are not acceptable.

4.4.10 There is no proposal fee applicable to this RFP.

4.5 LIPA Site Visits

4.5.1 If a Respondent is interested in making a Proposal that involves a Site offered by LIPA, Respondent is required to attend, in person, a guided visit to the secure locations offered by LIPA and should first comply with the requirements of **Appendix D** to acquire the identity and location of the offered LIPA Sites and should subsequently submit a request via Power Advocate for a guided visit to any such Site in which the Respondent may be interested (see Section 2.11).

4.6 Webinar

4.6.1 A webinar will be held in which there will be a presentation summarizing key features of the procurement and a Q&A session. Information on how to access the webinar will be posted on Power Advocate at least two days prior to the webinar.

5.0 PROPOSAL ORGANIZATION

5.1 General Requirements

5.1.1 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).

5.1.2 The Respondent may submit complementary information pertaining to the Proposal that is not explicitly requested within the RFP documents. Such information shall be provided in addition to, not in lieu of, the requested information.

5.1.3 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.

5.2 Proposal Outline

5.2.1 Proposals submitted in response to this RFP shall follow the proposal sections outline in Section 5.2.2 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.

5.2.2 Proposal Sections Outline

1. Cover Letter
2. Table of Contents
3. Executive Summary
4. Proposed Pricing
5. Site Information/Requirements
6. Development Plan and Schedule
7. Technical Response
8. Electrical Equipment
9. Commissioning Test
10. Operations Plan
11. Disadvantaged Communities
12. Respondent's Data and Relevant Experience
13. Respondent's Financial Standing
14. Confidentiality
15. LIPA's Form of Power Purchase Agreement
16. Insurance Requirements
17. Procurement Forms
18. Respondent Data Form
19. Vendor Requirements for NYS OSC Registration for Respondent
20. Status and Reporting
21. Technical Requirements Compliance Statement
22. Disclosures

5.3 Proposal Content

5.3.1 Cover Letter

- 5.3.1.1 The cover letter shall include highlights and any special features of the Proposal.
- 5.3.1.2 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 3.0).
- 5.3.1.3 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.
- 5.3.1.4 The cover letter shall be signed by the person who is duly authorized by the Respondent, to make a binding offer.

5.3.2 Table of Contents

- 5.3.2.1 The Proposal 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 5.2.2.

5.3.3 Executive Summary

- 5.3.3.1 The Proposal shall include a summary, no more than three 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 1.4.

5.3.4 Proposed Pricing

- 5.3.4.1 The Proposal must specify pricing for Contract Capacity and equivalent Energy Product for each Project, for the Service Term as described in Section 1.4.1.
- 5.3.4.2 The "Pricing Data Sheet" is available for download from Power Advocate. The Respondent must fill out the pricing data sheet and return the completed pricing data sheet with its Proposal.

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- 5.3.4.3 The Respondent shall provide the Capacity Price which shall include proposed all-inclusive pricing in \$/kW-month for the Capacity Product for the Base Term and for each month of the extended term as set forth in Section 1.4.1. Pricing may be fixed or set by an index. Indexed prices must use independently published, publicly available and readily quantifiable references. Pricing should clearly indicate whether it includes Respondent-provided fuel or relies on fuel provided by LIPA.
- 5.3.4.4 For avoidance of doubt, a Respondent must commit to provide service to LIPA for the Base Term plus a minimum of one year for the extended term, and preferably the full duration of the extended term. LIPA may elect to terminate the Agreement at any time during the extended term by providing 12 months advance notice of termination.
- 5.3.4.5 The Energy Price, in \$/MW-hr shall include the cost associated with providing variable operation and maintenance, if applicable and fuel, if Respondent is offering to provide its own fuel. If the Project consists of battery storage Generating Units, LIPA will provide charging energy.
- 5.3.4.6 Any fuel expenses incurred by the contractor will be reimbursed by LIPA on an actual cost basis.
- 5.3.4.7 All proposed pricing must be firm through at least the "Firm Pricing Required Through" date set forth in the RFP Target Dates schedule in Section 3.0.
- 5.3.4.8 Pricing shall also include all costs to meet NYS's Certified Minority and Women Owned Business Enterprise's and Certified Service-Disabled Veteran-Owned Business subcontracting targets.
- 5.3.4.9 With respect to a Project to be located in a Disadvantaged Community, or within one-half mile of a Disadvantaged Community, pricing shall also include all costs to meet associated requirements set forth in the Climate Leadership and Community Protection Act ("CLCPA"). Refer to Section 5.3.11.

5.3.5 **Site Information/Requirements**

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- 5.3.5.1 The Proposal shall include a discussion of storm-resistant features and other reliability features.
- 5.3.5.2 Site requirements applicable to Respondents specific Generating Units, e.g., foundations, water supply, should be listed in the Proposal.
- 5.3.5.3 A Respondent that proposes a Site that is not provided by LIPA must include formal documentation which denotes Site Control. Acceptable forms of Site Control include, but are not limited to:
- a) Ownership of the Site.
 - b) Deed.
 - c) Expression of definitive future control.
 - d) Leasehold interest in the Site.
- 5.3.5.4 In the event a Respondent intends to utilize LIPA offered property, the successful Respondent(s) shall be required to enter into a lease agreement with LIPA substantially in the form of the lease attached to the PPA. The lease rent rate will be at the then-prevailing fair market value of the applicable LIPA property. Such rent will be reimbursed by LIPA in the monthly billing as set forth in the Agreement.

5.3.6 **Development Plans and Schedule**

- 5.3.6.1 The Proposal shall include a schedule for each Project proposed, including timetable for the following, to the extent applicable:
- a) Community outreach
 - b) Permitting and Environmental Review
 - c) Major equipment transportation to Site
 - d) Mobilization milestones
 - e) Transmission and distribution interconnection milestones
 - f) Testing
 - g) Commercial operation
- 5.3.6.2 The Proposal shall include a permitting plan, including a list of all environmental, regulatory, and other agency/municipal reviews, permits, and approvals. If permits have already been obtained, the Respondent shall provide copies, and if not, Respondent shall provide a plan and schedule for obtaining all required permits. All permits must comply with all State,

County, Town or Local Municipality laws, ordinances, or regulations that have been established, including those with respect to renewable installations, where applicable.

5.3.6.3 The Proposal must include a community outreach plan consistent with PSEG Long Island outreach best practices as outlined in PSEG Long Island's External Affairs Handbook, including a description of community benefits. Community outreach and relations shall solely be the responsibility of the Respondent and must meet the community outreach standards of PSEG Long Island. Outreach plans should include the following:

- a) Meeting with local officials
- b) Meetings with other officials
- c) Meetings with external community stakeholder groups
- d) Customer contact including planned email or phone outreach tactics
- e) Internet postings
- f) Fact sheets
- g) Social media engagement
- h) Publicly made available renderings
- i) Public meetings, open houses, or other publicly open events and associated materials
- j) Third party experts
- k) Notification letters to residents/customers in the immediate vicinity of, and potentially affected by, project construction

5.3.7 **Technical Response**

5.3.7.1 Technology Description

5.3.7.1.1. The Proposal shall provide a full and complete description of the technology being proposed.

5.3.7.2 One-Line Diagram

5.3.7.2.1. The Proposal shall provide a comprehensive one-line diagram describing the electrical equipment and Point of Interconnection. *Note:* Compliance with LIPA's Long Island T&D Design Criteria is required. Respondents may request certain transmission system data to assist them in developing their proposals from PSEG Long Island and/or the NYISO. PSEG Long Island will provide interested Respondents a load flow, contingency list, and a one-line diagram around an electrical bus at a proposed Point of Interconnection as requested.

5.3.7.3 Site Layout

5.3.7.3.1. The Proposal shall include the layout of the Site using a white background, including site boundaries, access, location of equipment and buildings, and routing of the interconnection line from the Project to the Point of Interconnection.

5.3.7.4 Resource Environmental Characteristics

5.3.7.4.1. The Proposal shall describe the technologies and operational strategies that will be used to control air pollutant emissions, if any, as well as related performance in conformance with New York State and local requirements. This shall include, but are not limited to:

- a) PM_{10/2.5}, NO_x, SO_x, CO, VOC, NH₃, and sulfuric acid emissions in ppm and lb/hr during normal operation and start up at 0 deg F, 59 F and 95 F
- b) CO₂ emissions in lb/MWh (gross) at the design heat rate (HHV)
- c) Exhaust gas characteristics (e.g., volumetric and mass flow rate, temperature, moisture)
- d) Heat input in MMBtu/hr HHV

5.3.7.4.2. The Proposal shall provide information about the water and wastewater requirements, as well as a description of related operational strategies. This shall include:

- a) Water requirements in gallons per minute
- b) Wastewater discharges in gallons per minute
- c) Proposed source of water and proposed discharge

5.3.7.4.3. The Proposal should include information pertaining to any chemical usages at the Project.

5.3.7.5 Communication Capabilities

- 5.3.7.5.1. The Proposal shall provide a description of communication systems incorporated into the Project for reasons of resource control and/or monitoring.

5.3.8 Electrical Equipment

- 5.3.8.1 The following subsections request information, as applicable, relevant to potential key electrical components of a proposed resource.

5.3.8.2 Power Generation Equipment

- 5.3.8.2.1. The requirements listed in this section apply to Projects that contain any synchronous generators.

- a) Manufacturer name of each generator, prime mover, and excitation system.
- b) Real (MW) and reactive (MVAR) power ratings of all power generation equipment.
- c) Information about any temporary reactive power capability, including the time constraints of such temporary capability.
- d) Description of the prime mover and the fuel it uses.
- e) Information about generator electrical parameters (e.g., direct and quadrature axis impedances and time constants, inertia).
- f) Information about excitation system characteristics, including ceiling voltage and time response.

5.3.8.3 Generator Step-up Transformer

- 5.3.8.3.1. The requirements listed in this section apply to the Generator Step-up Transformer (“**GSU**”) to be provided by Respondent connecting each Project to the Point of Interconnection.
- a) Description of the GSU(s), including the name of the manufacturer, MVA rating (i.e., OA/FOA), voltage ratings, winding connection, impedance and HV winding BIL.
 - b) Information on whether the GSU(s) has any on-load or off-load taps. If applicable, provide the tap steps and associated winding.

5.3.8.4 Power Circuit Breaker

- 5.3.8.4.1. Description of the circuit breakers to be provided by Respondent between the GSU(s) and the interconnecting lines to the Point of Interconnection. This shall include the name of the manufacturer, type, and ratings.
- 5.3.8.4.2. Description of how remote tripping of the Project's HV breaker will be communicated between the substation and the Project.

5.3.8.5 Energy Storage Equipment

- 5.3.8.5.1. The requirements listed in this section apply to solutions that include energy storage.
 - a) Manufacturer name and model of the electrical energy storage medium proposed for each solution.
 - b) Energy and power capacity of the electrical energy storage system, as well as that of the individual components.
 - c) List of projects with electrical energy storage capacity similar to the capacity proposed, in which this manufacturer's equipment has been utilized.
 - d) Description of any limitations to the operation of the resource solution posed by the electrical energy storage medium.
 - e) Description of any environmental control systems, including heating or cooling, required for the electrical energy storage medium.
 - f) Information about the susceptibility of the electrical energy storage system to any electrical system disturbances.
 - g) Information about any degradation of energy storage capacity expected as a result of age or utilization, including an explanation of how this degradation will be addressed (e.g., by planned replacement, redundant capacity) in order to maintain the stated net capability.
 - h) Description of any environmental hazards presented by the electrical energy storage medium, including an explanation of how these hazards will be mitigated in both facility design and operation.

5.3.8.6 Interconnection Lines

- 5.3.8.6.1. Information about the circuit lengths, charging currents and impedance of the proposed interconnection lines from the Project to the Point of Interconnection.
- 5.3.8.6.2. Information about cable type, insulation material, conductor material, core cross-sectional area, and shield configuration.

5.3.8.6.3. Information about conductor code, framing, and ground wires.

5.3.8.7 **Controls and Protection**

5.3.8.7.1. Description of the control and protection schemes, including control inputs, status indications, monitored parameters, and operational feedback available to the T&D system operator. This shall also include an explanation of the protection system for the AC portion of each facility, including the interconnection lines, and indicate all relaying functions.

5.3.8.7.2. Description of the control and protection equipment, including the make and model of the protective relays to be used for each resource.

5.3.9 **Commissioning Test**

5.3.9.1 The Proposal shall provide a description and the expected duration of the proposed program for Site testing and Commissioning.

5.3.9.2 The Proposal shall provide information about any PSEG Long Island support that will be required for performance of the Commissioning tests, i.e., PSEG Long Island personnel in the substation during Commissioning.

5.3.9.3 At the discretion of PSEG Long Island, PSEG Long Island personnel must be permitted to witness all Commissioning tests.

5.3.9.4 The Respondent must provide a statement affirming that, if requested by LIPA during the Term, Respondent will conform with NYISO Rules applicable to registering the Project(s) as an Installed Capacity Supplier, including, but not limited to, performing any Project testing required by NYISO Rules.

5.3.10 **Operations Plan**

5.3.10.1 The Proposal shall describe the planned maintenance and support activities.

5.3.10.2 The Proposal shall describe the planned maintenance and outage schedule.

5.3.10.3 The Proposal shall describe the field service activities to be performed for equipment installed at the Site.

5.3.11 **Community Impact & Disadvantaged Communities**

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- 5.3.11.1 Provide information concerning expected construction and operational noise, emissions of air pollutants, including mobile emissions, wastewater discharges, odors, light pollution, and solid waste generation management associated with the Project.
- 5.3.11.2 Describe plans for using any or all of the following in connection with a Project to be located in a Disadvantaged Community:
- 5.3.11.2.1. Electric powered equipment instead of fossil fuel powered equipment, including electric vehicles;
- 5.3.11.2.2. Lower emission technologies;
- 5.3.11.2.3. Alternative process technologies that would reduce or eliminate GHG emissions or co-pollutants;
- 5.3.11.2.4. Financial mitigation, such as providing funds for GHG or co-pollutant emissions reduction projects in the local Disadvantaged Community;
- 5.3.11.2.5. Operational mitigation, such as limitations on the amount of fossil fuel combusted at the project or the allowable hours of operation for the Project;
- 5.3.11.2.6. Truck travel routes that avoid, or minimize impact to Disadvantaged Communities;
- 5.3.11.2.7. Adding electric vehicle charging stations at the Project or in the local Disadvantaged Community; and
- 5.3.11.2.8. Physical mitigation, such as the planting and upkeep of trees, green infrastructure, or other means of carbon sequestration.
- 5.3.11.3** Note that any costs incurred by a selected Respondent in connection with performing the foregoing activities would be reimbursed by LIPA.

5.3.12 Respondent's Data and Relevant Experience

- 5.3.12.1 The Proposal shall provide the following information about the Respondent's company and experience:
- a) Full legal company name, address, and telephone number of the Respondent.
- b) Respondent's organizational form (e.g., corporation, partnership, limited liability company), date formed, jurisdiction of organization, and identification of any relevant affiliates.

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- c) If a Guarantor is applicable, provide the same information regarding the Guarantor as described in subparagraphs a) and b) above.
 - d) If the Respondent plans to utilize a third-party organization to operate and maintain the Project, then that organization must be identified (i.e., full legal company name, address, and telephone number).
 - e) Details about other contractors' experience, as applicable and available.
 - f) Organizational chart describing the reporting relationships of the Respondent's key personnel and team members/partners, along with resumes and/or a summary of key personnel's relevant experience, including experience with the specific type of resource/project being proposed.

5.3.13 Respondent's Financial Standing

- 5.3.13.1 The Proposal shall contain evidence of the Respondent's, and/or any Guarantor's, as applicable, financial condition and capacity to mobilize and operate the Project.
- a) Evidence that financial arrangements are sufficient to support the Project through the Service Term.
 - b) Information about any events of default and/or other credit issues associated with all major Temporary Generation projects previously installed by the Respondent.
 - c) Identification of the proposed Guarantor(s), if applicable.
 - d) Evidence of the proposed Guarantor's creditworthiness, including the Guarantor's three (3) most recent audited financial statements (i.e., including income statement, balance sheet, and cash flows), if applicable.
 - e) The Respondent's audited financial statements for its three (3) most recent fiscal years.
 - f) If the Respondent does not have audited financial statements, provide the audited financial statements for the Respondent's parent.
 - g) If the audited financial statements of the Respondent's parent cannot be provided, provision of:
 - Statement describing the reasons for non-compliance with this requirement.
 - Alternate information to demonstrate the Respondent's financial capacity to mobilize and operate the Project.
- 5.3.13.2 If rated by S&P, Moody's, Fitch, or any other rating agency, the Respondent must provide the most recent Credit Rating(s) for itself and/or its Guarantor, if applicable. If the

Respondent does not have a Credit Rating, the Credit Rating of the Respondent's parent, if applicable, should be provided.

- 5.3.13.3 The Respondent must provide details of any events of default or other credit issues experienced by the Respondent and/or its parent and/or its Guarantor, if applicable.
- 5.3.13.4 The Respondent must provide a statement affirming that if its Proposal is selected in this RFP and awarded an Agreement within twenty Business Days after receipt of notification of the Effective Date, security will be provided in the form of either (i) a letter of credit, (ii) a parental/affiliate guarantee meeting the Credit Requirements or (iii) Cash, in the amount of thirty (30) percent of the Notional Value (such a Guaranty or Letter of Credit, the "**Seller Security**"). Commencing with the second Contract Year, Seller Security shall be subject to ratable reductions at the beginning of such second Contract Year and each following Contract Year. The Guaranty must be substantially in the form of **Appendix 12 – FORM OF SELLER GUARANTY**. The Letter of Credit must be substantially in the form set forth in **Appendix 4: BUYER'S FORM OF LETTER OF CREDIT**. Cash must be substantially in the form of **Appendix 13: FORM OF ESCROW AGREEMENT**. **The appendices referenced can be found in the Power Purchase Agreement**. Seller Security shall be replenished if drawn upon in accordance with the requirements to be incorporated in the Agreement.

5.3.14 **Confidentiality**

- 5.3.14.1 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.
- 5.3.14.2 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."
- 5.3.14.3 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. 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.

5.3.15 **LIPA's Form of Power Purchase Agreement**

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- 5.3.15.1 Respondent shall fill out the information requested in LIPA's Form of Power Purchase Agreement as applicable to its Project.
- 5.3.15.2 To the extent that a Respondent has any exceptions to LIPA's Form of Power Purchase Agreement, the Proposal must include a "redline" of the document showing any proposed text to be inserted, deleted, moved or otherwise changed.
- 5.3.15.3 Redlines must be provided using "Track Changes" in Microsoft Word (maximum email size is 15 MB).
- 5.3.15.4 The Respondent's modifications that are not clearly identified using "Track Changes" will not be evaluated.
- 5.3.15.5 Modifications to LIPA's Form of Power Purchase Agreement must be clear and specific in nature. Mere suggestions to discuss and/or negotiate certain contractual provisions in the future (e.g., simply noting "need to discuss with LIPA") may result in disqualification.
- 5.3.15.6 A Proposal with exceptions to LIPA's Form of Power Purchase Agreement that pose an unacceptable risk to LIPA and exceptions that are not expected to be resolved through the negotiation process may not be evaluated.

5.3.16 **Insurance Requirements**

- 5.3.16.1 If selected in this procurement, Respondent(s) will be required to meet the Insurance Requirements set forth in **Appendix E**. Accordingly, the Respondent shall provide a statement affirming that if selected in this procurement, it, and any entity that the Respondent may utilize to operate & maintain the Project, 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.

5.3.17 **Procurement Forms**

- 5.3.17.1 Each Proposal shall, as applicable, include signed and completed copies of the following procurement forms, which are available on Power Advocate:
- a) Contingent Fee Certification
 - b) Contractor Disclosure of Prior Non-Responsibility Determinations
 - c) MacBride Fair Employment Principles
 - d) Non-Collusive Bidding Certification

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- e) NYS Vendor Responsibility Questionnaire
 - f) Sexual Harassment Policy for All Employers in New York State
 - g) Gender-Based Violence and the Workplace Certification
 - h) All MWBE and SVDVB related forms (*)
 - i) (*) In the case that the Respondent itself or any of its contractors are unable to comply with the NYS MWBE and/or SVDVB hiring guidelines, they should provide a statement to that effect in the Proposal in lieu of submitting the forms noted above.

5.3.18 Respondent Data Form

- 5.3.18.1 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 Power Advocate. Respondents shall fill in this Excel file with all required information regarding the Proposal and submit as an Excel file.

5.3.19 Vendor Requirements for NYS OSC Registration for Respondent

- 5.3.19.1 As specified in Section 6.4.4, if selected in this procurement, the Respondent 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 upon being selected for Agreement negotiations. Accordingly, (i) if the Respondent 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 Respondent is already enrolled in the OSC's VendRep System, the Respondent shall provide the Vendor ID in its Proposal.

5.3.20 Respondent Requirements for Health & Safety

- 5.3.20.1 If a Respondent's is proposing a Project located on a LIPA Site, the Respondent is required to have an active account in ISNETworld prior submission of the Proposal and shall provide the ISNETworld System ID.
- 5.3.20.2 PSEG Long Island requires all Respondents working on LIPA property to have an active ISNETworld profile with a rating of "C" or better. Respondents who do not meet this requirement will not be considered for this procurement.
- 5.3.20.3 Additional information on the ISNETworld System can be found here:

[ISN | ISNetworld | Official Site](#)

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- 5.3.20.4 If a Respondent's is proposing a Project located on a LIPA Site, the Respondent is required to develop and maintain a Site Specific Health & Safety Plan prior to mobilization.

5.3.21 **Status and Reporting**

- 5.3.21.1 The Proposal shall include a statement confirming the Respondent's willingness to comply with the status and reporting provision to be listed in the Agreement.

5.3.22 **Technical Requirements Compliance Statement**

- 5.3.22.1 All Temporary Generation resources offered in response to this RFP that are to be directly interconnected with T&D System must comply with the requirements listed in **Appendix C**.
- 5.3.22.2 The Proposal shall include a statement committing the Project to meeting all of the technical requirements for transmission-connected Projects or LIPA's T&D System interconnection requirements for Projects connected at the distribution level, as described in Section 2.4. If there are some exceptions to these requirements, each exception shall be identified, and the committed performance shall be described in detail.

5.3.23 **Disclosures**

- 5.3.23.1 The Proposal shall include disclosure of any instances in the last five years where the Respondent, any of its officers, directors or partners, any of its affiliates, or its proposed Guarantor (if any) defaulted or was deemed to be in noncompliance with any obligation related to the sale or purchase of any energy related services or was the subject of a civil proceeding for conversion, theft, fraud, business fraud, misrepresentation, false statements, unfair or deceptive business practices, anti-competitive acts or omissions, or collusive bidding or other procurement- or sale-related irregularities.
- 5.3.23.2 The Proposal shall include disclosure of any instances in the last five years where Respondent, any of its officers, directors or partners, any of its affiliates, or its proposed Guarantor (if any) was convicted of (i) any felony, or (ii) any crime related to the sale or purchase of any energy related services, theft, fraud, business fraud, misrepresentation, false statements, unfair or deceptive business practices, anti-competitive acts or omissions, or collusive bidding or other procurement- or sale-related irregularities.

6.0 PROPOSAL EVALUATION & SELECTION

6.1 Evaluation Process

- 6.1.1 The evaluation of Proposals will be conducted pursuant to the requirements of the “LIPA Procurement Guidelines,” a public document that is available on Power Advocate.
- 6.1.2 PSEG Long Island 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 Project(s) that provide the highest level of benefits to LIPA customers through the procurement.
- 6.1.3 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.
- 6.1.4 Interviews may be scheduled with Respondents during the evaluation process.
- 6.1.5 If designated as a finalist, a Respondent may be requested to execute a “Key Terms Summary,” to be developed by PSEG Long Island’s Selection Committee, which will be based on (i) Respondent’s Proposal, (ii) Respondent’s replies to clarifying questions, and (iii) 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.
- 6.1.6 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.
- 6.1.7 PSEG Long Island 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.
- 6.1.8 PSEG Long Island will conduct a review of the Respondent’s ISNETworld profile and determine whether the eligible Respondent(s) is required to answer questions and provide additional information to supplement the information provided in the ISNETworld System.
- 6.1.9 PSEG Long Island reserves the right to waive Non-Material Omissions in a Proposal.

6.2 Evaluation Criteria

6.2.1 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.

6.2.2 The qualitative evaluation criteria will include the following, to the extent applicable:

- a) Conformance with technical requirements outlined in this document
- b) Extent to which the Respondent agrees to provide all or most of the services listed in Section 2.2.
- c) Service Commencement Date (SCD) flexibility (ability to install earlier)
- d) Development and schedule risk, as well as risk of maintaining performance through the Service Term
- e) Ability to achieve timely interconnection
- f) Ability to permit Project
- g) Ability to meet Required SCD
- h) Quality of Proposal
 - 1. Financial qualifications
 - 2. Management experience
 - 3. Experience with Long Island infrastructure projects
 - 4. History of equipment reliability over claimed lifetime
- i) Respondent experience
- j) Operating flexibility
- k) Integration with LIPA's T&D system
- l) Community outreach plan
- m) Environmental impacts
- n) Risk impacts imposed upon LIPA by the Agreement
- o) Firm's overall diversity and commitment to equal opportunity programs, including status as a certified MWBE or a firm's demonstrated ability to meet the MWBE subcontracting targets with NYS certified MWBE firms.
- p) Firm's demonstrated commitment to certified NYS Service-Disabled Veteran-Owned Businesses or a firm demonstrates that they are certified as a NYS Service-Disabled Veteran-Owned Business.

6.2.3 The quantitative evaluation criteria include the all-in costs of the Proposal to LIPA's customers.

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- a) Agreement charges, including pass-through costs for required transmission and/or distribution upgrades, if any
 - b) The financial impact of the risks imposed upon LIPA by the proposed terms of the Agreement
 - c) LIPA costs for providing charging energy for energy storage Projects.

6.3 Selection

- 6.3.1 The top ranked Respondent(s) to provide Temporary Generation, as determined in PSEG Long Island's evaluation of best-and-final offers, if requested, will be selected to negotiate Agreement(s) to provide Temporary Generation Capacity.

6.4 Contract Process

- 6.4.1 Respondents will be notified if their Proposal(s) are selected for Agreement negotiations. This notification will come in the form of a formal email from PSEG Long Island.
- 6.4.2 If Agreement negotiations are successful and LIPA's senior management approves the Agreement, the Respondent will be requested to execute the Agreement. The Agreement 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 Agreement in the form of a formal email from PSEG Long Island.
- 6.4.3 LIPA may disclose to the public the estimated total contract cost of any contract submitted for approval to the LIPA Board.
- 6.4.4 Each Respondent will be required to register with the OSC and obtain a NYS Vendor ID as set forth in Section 5.3.19 upon selection for Agreement negotiations.⁸ 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.
- 6.4.5 The Agreement will not be executed by LIPA until after the Project has received the requisite environmental permits.
- 6.4.6 The LIPA Board may not vote to authorize execution of the Agreement until SEQRA determination has been made and documented

⁸ The NYS Office of State Comptroller estimates approximately one-week turnaround from Vendor ID request to completion.

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- 6.4.7 The Agreement shall not be valid, effective, or binding until approved by the NYS AG and the NYS OSC and filed in the OSC's Office, in accordance with Section 112 of the NYS Finance Law. The OSC will publish on its website the lifetime dollar value of the contract. No payment for services may be made under the Agreement until these required approvals have been obtained.

6.5 Debriefing of Unsuccessful Respondents

- 6.5.1 Upon written request, an unsuccessful Respondent may request a debriefing as to why its Proposal was not selected. Any requested debriefings will be scheduled after notice has been provided of selection of the successful Respondent(s).
- 6.5.2 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.
- 6.5.3 Debriefings may be conducted, in person, by telephone, or via Zoom or Microsoft Teams, at PSEG Long Island's discretion.

7.0 RESERVATION OF RIGHTS

7.1 General

- 7.1.1 This RFP is issued to elicit responses to PSEG Long Island's/LIPA's inquiry and is not an offer. No contract or binding obligation on PSEG Long Island 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 6.4).
- 7.1.2 All material submitted in response to this RFP will become the property of LIPA.

7.2 Right to Reject

- 7.2.1 This RFP does not commit PSEG Long Island 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. PSEG Long Island 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.

7.3 Right to Bifurcate Proposal Selection

- 7.3.1 This RFP does not commit PSEG Long Island or LIPA to making all selections or awarding all contracts to Respondents at the same time.

7.4 Limitations on Changes

- 7.4.1 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.
- 7.4.2 PSEG Long Island has endeavored to supply useful information in this RFP and in Power Advocate. 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 PSEG Long Island. Respondents are encouraged to conduct their own investigation and analysis of all information contained herein or otherwise provided.

APPENDIX A. GLOSSARY

Base Term— means a term of performance commencing between May 1, 2028 and May 1, 2030, and expiring three (3) years after the Service Commencement Date.

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 Product – has the meaning set forth in Section 1.3.

Capacity Resource Interconnection Service Rights or CRIS Rights - has the meaning set forth in the NYISO Rules

CEII - – means “critical energy infrastructure information” as defined under applicable FERC rules and policies.

Contract Capacity – has the meaning set forth in Section 1.3.

Contract Year – means a 12-month period beginning on May 1st and ending on April 30th of the following year.

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.

Demobilization – means the removal of all Temporary Generation and associated equipment from the Site and the restoration of the Site in accordance with the Agreement.

Developer Attachment Facilities (“DAF”) – refers to the physical interconnection, from the Project boundary to the Point of Interconnection with the LIPA's T&D System.

Disadvantaged Community – has the meaning set forth in Section 1.3.

Effective Date – means the first date on which all of the following shall have occurred: (1) the Agreement has been executed by both Contractor and LIPA; and (2) the executed Agreement has been (a) approved in writing by both (i) the NYS AG (as to form), and (ii) the NYS OSC and (b) filed in the Office of the NYS OSC.

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

Energy Product – has the meaning set forth in Section 1.3.

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

Generating Unit – has the meaning set forth in Section 1.3.

Power Purchase Agreement (“Agreement”) – means the agreement setting forth the commercial terms for selected Respondent’s Mobilization, operation (including arranging for the delivery and supply of required fuel, if applicable), and Demobilization of the Project(s) and LIPA’s purchase of Capacity and Energy from the selected Project(s) during the Service Term.

Generator Step-up Transformer (“GSU”) – has the meaning set forth in Section 5.3.8.3.

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

Installed Capacity Supplier - has the meaning set forth in NYISO Rules.

Insurance Requirements – refers to the insurance requirements set forth in **Appendix E**.

Interconnection Agreement – means the agreement, by and between LIPA, Respondent and the NYISO (NYISO applicable only for Projects interconnecting with the transmission system), that governs the interconnection between the LIPA T&D System and the Project.

LGIP – means LIPA’s Large Generator Interconnection Procedures.

LIPA’s Transmission and Distribution System (“T&D System”) – has the meaning set forth in Section 1.3.

Load Zone K – means the New York Control Area load zone covering Nassau County, Suffolk County, and the Rockaways as defined in the 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
- IV. Disadvantage to LIPA.

MVA – means one Mega Volt-Ampere.

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*.

Mobilization – means transporting, installing and commissioning the Temporary Generation equipment at the Site.

Month - has the meaning set forth in LIPA’s Form of Power Purchase Agreement.

NERC – means the North American Electric Reliability Corporation.

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

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 the Base Term plus one year of the extension term.

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

NYISO Market Administration and Control Area Services Tariff (“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 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.

Non-Material Omissions – means the failure to provide information required to be submitted with the Respondent’s Proposal that is not considered a Material Omission.

Operating Instructions – has the meaning set forth in LIPA’s Form of Power Purchase Agreement.

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.

Point of Interconnection – has the meaning set forth in Section 1.3.

Products – has the meaning set forth in Section 1.3.

Project – has the meaning set forth in Section 1.3.

Proposal – has the meaning set forth in Section 1.3.

Rental Charge – means the monthly charge payable to Respondent under the Agreement for the rental of Temporary Generation (Section 1.4.1) that has been mobilized at the Site. The Rental Charge covers all Required Services set forth in Section 2.2.

Respondent – has the meaning set forth in Section 1.3.

Selection Committee – the committee consisting of PSEG Long Island staff and advisors that has sole responsibility for evaluating Proposals and for making recommendations for Proposal selections to PSEG Long Island’s and LIPA’s senior management.

Service Commencement Date (“SCD”) – means between May 1, 2028 and May 1, 2030, for the Temporary Generation.

Service Term – a term of performance by the Respondent under the Agreement consisting of the Base Term plus any extension term

SGIP – means LIPA’s Small Generator Interconnection Procedures.

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

Site – has the meaning set forth in Section 1.3.

Site Control – has the meaning set forth in Section 1.3.

Temporary Generation – for purposes of this RFP, temporary generation shall include dispatchable equipment comprising energy storage (e.g. batteries), fuel cells, and conventional generation (e.g., combustion turbines, internal combustion engines)

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

APPENDIX B. REFERENCE LINKS

Item	Link
LIPA Website	www.lipower.org
PSEG Long Island Website	www.psegliny.com
Power Advocate RFP 238662: 2026 Temporary Generation RFP	PowerAdvocate RFP 238662: 2026 Temporary Generation RFP
RFP Webpage	https://www.psegliny.com/aboutpseglongisland/proposalsandbids/2026TempGenRFP
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-mwbbs
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

APPENDIX C. TEMPORARY GENERATION SPECIFICATIONS

C1. PROTECTIVE RELAYING AND CONTROL REQUIREMENTS

For relay protection requirements for the transmission interconnections please refer to the latest revision of “Requirements for Generator Facility Interconnection to the LIPA Transmission System”. This can be found at the following link.

<https://www.psegliny.com/aboutpseglongisland/-/media/B85AB8C5A5404FF8A344606A0A8892E8.ashx>

The following exceptions to this document can be taken:

- Physical separation of relays and cables is not required.
- Dual batteries are not required.
- Disturbance Monitoring Equipment (DME) is not required.
- These exceptions do not apply to any project connecting into a NPCC BPS substations.

The following clarifications to this document:

- Physical separation of fibers is required.
- Separate CTs must be used for system 1 and 2 protection.
- Both trip coils on interconnection breakers must be used by system 1 and 2 protection.
- Interconnecting line relays must use SEL-411L relays for system 1 and 2.

For relay protection requirements for the Distribution interconnections please refer to the latest revision of “PSEGLI Small Generator Interconnection Technical Requirements and Screening Criteria for Operating in Parallel with LIPA’s Distribution System”. This can be found at the following link:

<https://www.psegliny.com/en/aboutpseglongisland/ratesandtariffs/SGIP>

C1.1. NERC Compliance requirements for Respondent’s facility

1. It is the responsibility of the Respondent to assume liability for all NERC (O&P and CIP) related compliance requirements if proposed facilities meet the following NERC inclusion criteria for Generation Capacity Thresholds: (Ref: NERC Rules of Procedure Appendix 2):
 - A single generator with a gross nameplate rating greater than 20 MVA and is connected at 100 kV or higher is subject to NERC standards.
 - Aggregate generation (multiple smaller units at a single site) is subject to NERC standards if the total capacity is greater than 75 MVA and it is connected at 100 kV or above.
2. For Protection related items, the Respondent would perform the following preventive and demand maintenance and follow NERC PRC requirements along with their own policies.

-
- All BES interrupting device operations within the Respondent's facility shall be investigated, documented and resolved (if applicable for mis-operations) per the latest version of NERC PRC-004 (if applicable).
 - All preventive maintenance of the facility shall be performed by the Respondent and shall meet the latest version of NERC PRC-005 and all documentation provided to LIPA. The Respondent shall have a policy document showing how they will meet compliance to NERC PRC-005.
3. The Respondent shall provide applicable documentation and coordination where applicable in the Standards.

APPENDIX D. LIPA SITES WHERE PROJECTS COULD BE LOCATED

LIPA has identified various substations in which Projects could be installed. LIPA will make the identity and location of such sites available to Respondents subject to Respondents completing a Non-Disclosure Agreement. Interested Respondent should follow up on this matter through Power Advocate.

APPENDIX E. INSURANCE REQUIREMENTS

Commencing with the Effective Date and at all times throughout the Term of this Agreement except as expressly provided below, Respondent shall, at its own cost, maintain and cause to be maintained the types and amounts of insurance required by this Appendix. Such insurance shall be placed with responsible and reputable insurance companies (i) which have an A.M. Best rating of at least “A–” or (ii) an S&P rating of A or better, or (iii) which are reasonably acceptable to LIPA. Respondent shall give LIPA prompt notice of any non-renewal of any insurance coverages or cancellations of such coverages, but in no event later than thirty (30) Business days after it learns of such material alteration.

1. Insurance Policies and Limits:

1.1 Workers’ Compensation/Employer’s Liability:

Workers’ Compensation insurance including coverage for occupational disease, covering all employees in compliance with all applicable state and federal laws, and Employer’s Liability Insurance of not less than \$1,000,000 each accident/\$1,000,000 disease per employee/\$1,000,000 disease policy limit.

1.2 Automobile Liability:

Automobile Liability Insurance covering all owned, non-owned and hired vehicles with a combined single limit for bodily injury and property damage liability in an amount not less than \$5,000,000 each occurrence.

1.3 Commercial General Liability:

Commercial General Liability insurance including contractual liability coverage for the indemnity provisions of this Agreement for Bodily Injury, personal Injury and Property Damage Liability in amounts no less than \$10,000,000 each occurrence and in the annual aggregate.

1.4 Umbrella or Excess Liability:

The limits of insurance specified in the foregoing Sections 1.1 through 1.3 may be satisfied by the specified limits in the separate policies or with the purchase of Umbrella or Excess Liability insurance which, in combination with the limits of the separate policies provides the total limit required by each type of insurance.

1.5 Builders Risk Property Insurance:

From and after the date that Seller or its contractors commence construction at the Site, and subject to availability on commercially reasonable terms, Property Insurance providing coverage as required by its Lenders or if there are no Lenders for all risks of direct physical loss or damage (including the perils of flood, earthquake and named windstorm to, and for the total replacement cost value of, all property and equipment of Seller used for probable maximum loss as determined by a third party independent appraiser, to (subject to standard loss sublimits) all property and equipment of Seller used for or in connection with the Capacity provided under this Agreement. Such coverage shall provide the costs of continuing expenses and additional expenses necessary to continue operations, insofar as reasonably possible, following loss of or damage to the property and equipment of Seller.

1.6 Pollution/Environmental Liability

Pollution/Environmental Liability insurance with a limit of not less than five million dollars (\$5,000,000) for each occurrence where the Work involves or includes Contractor handling, transporting, disposing, or performing work or operations with Hazardous Materials, contaminants, waste, toxic materials, or any potential pollutants.

1.7 Professional Liability

Professional Liability insurance with a limit of not less than five million dollars (\$5,000,000) per claim where the Work involves or includes Contractor providing or performing design, architectural, engineering, consulting, or any professional services. If the Professional Liability insurance is claims-made, the coverage shall remain in place for the greater of: (i) three (3) years from the expiration of this Contract as amended; or (ii) three (3) years from the date Company accepts the Work.

2. General Provisions.

2.1 Evidence of Coverage:

Respondent shall, prior to supplying Capacity under this Agreement, upon renewal of each of the required insurance coverages, and within ten (10) Days after each reasonable request by LIPA, provide certificates of insurance to LIPA for all insurance policies required hereunder.

2.2 Additional Insureds:

With the exception of Workers' Compensation/Employer's Liability and Property Insurance, all insurance policies shall name LIPA and Servco, ("Agent") their respective subsidiaries and affiliates and their respective successors and assigns, as additional insured and Respondent shall maintain the required coverage, naming LIPA and Agent as an additional insured. The following language should be used when referencing the additional insured status: Long Island Lighting Company d/b/a LIPA and Long Island Electric Utility Servco LLC, as well as their subsidiaries and affiliates, and their respective successors and assigns shall be named as additional insured.

2.3 Waiver of Subrogation:

LIPA and its Affiliates shall be granted waivers of subrogation by Respondent and the insurers providing coverage as required by this Appendix.

2.4 Severability of Insureds:

Each policy under which LIPA is required by this Appendix to be named as an additional insured shall provide that (i) inclusion of more than one Person or organization as insured hereunder shall not in any way affect the rights of any such Person or organization as respects any claim, demand, suit or judgment made, brought or recovered, by or in favor of any other insured, or by or in favor of any employee of such other insured, and (ii) each Person or organization is protected thereby in the same manner as though a separate policy had been issued to each, but nothing therein shall operate to increase the insurance company's liability as set forth elsewhere in the policy beyond the amount for which the insurance company would have been liable if only one Person or interest had been named as insured.

2.5 Primary Insurance:

For each policy under which LIPA is required by this Appendix to be named as an additional insured, the insurance coverage required by this Appendix shall be primary insurance with respect

to the interests of LIPA and its Affiliates; any other insurance maintained by LIPA or such Affiliates shall be excess and shall not contribute with the insurance required by this Appendix.

2.6 Notice of Cancellation:

Respondent shall provide LIPA with copies of any notices of cancellation or non-renewal of any insurance policy required by this Appendix, within thirty (30) Business Days of receipt of such notice by Respondent, or within ten (10) Business Days if such notice is for non-payment of premium.

2.7 Deductibles:

Any and all deductible amounts and self-insured retention under policies maintained by Respondent pursuant to this **Appendix E: Insurance Requirements** shall be assumed by, or for the account of, and at the sole risk of Respondent.