

2025 PJM Request for Proposals

FOR

Capacity

OR

Capacity and Energy

ISSUED BY

PSEG Long Island on behalf of the
Long Island Power Authority



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~~ISSUED SEPTEMBER 15, 2025~~

~~Addendum #2: Issued January 16, 2026~~

ISSUE SUMMARY

Issuance Date	Addendum No.	Issuance Summary
September 15, 2025	--	Initial Release
October 1, 2025	1	Revisions: 2.1.5, 2.3.1, Table 4-1, 5.5, 6.2.2, 6.3.8.1, 6.3.9.5, 6.3.9.6, 6.3.9.7, 6.3.10.4, 6.3.10.5, 6.3.18, Footnote 4, definitions (Delist, Notional Value, Relist)
January 16, 2026	2	Revisions: Cover page, 1.3.1, 2.1.5, Table 4-1, 6.2.2, 6.3.8.1, 6.3.9.5, 6.3.9.6, 6.3.10.4, 6.3.10.5, 6.3.18, 6.3.18.1, Footnote 4, definitions (Delist, Relist)

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2026 PJM Request for Proposals
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Capacity
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Capacity and Energy

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

Issued May 1, 2026



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Appendices

Appendix A- Glossary

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[Appendix B. Capacity Product Sample Proposals](#)
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1.0 INTRODUCTION

[Appendix A. Glossary](#)

[Appendix B. Respondent Clarification Request Form](#)

[Appendix C. Reference Links](#)

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.

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4.1.3 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, PSEGLIPSEG Long Island 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,

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1.1.3 2015, PSEGL¹PSEG Long Island 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 LIPA¹LIPA¹ and PSEGL²PSEG Long Island² 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").

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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.

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1.1.5 PSEGL¹PSEG Long Island and Servco (hereinafter collectively referred to as "PSEGL¹PSEG Long Island"), 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.

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1.2 1.2 Common Terms

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1.2.1 "Capacity Product" – means the entire range of Capacity magnitude and duration offered by the Respondent in the Proposal.

¹ LIPA's website: www.lipower.org
² PSEGL's website: www.psegliny.com

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 ending on October 31, 2039.

- For the avoidance of doubt, any LIPA will not accept proposals that offer a term other than the required Service Term above.

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: LIPA is seeking to procure 685 MW of Capacity from one or more Projects located in the PJM Control Area (the "Capacity Product") and strongly prefers that Proposals be limited to 685 MW; however, Respondents may propose a higher amount of Capacity up to the nameplate Capacity of the Project it is proposing if such a Proposal would improve its pricing. If a Respondent proposes an amount of Capacity higher than 685 MW, it shall provide pricing in \$/kW-mo. for both 685 MW and for the higher amount of Capacity. In this case, LIPA will have the option to select either 685 MW or the higher amount at the respective proposed prices. The Projects must be located within the PJM Control Area and qualify as Long Island Locational Installed Capacity, as outlined in the NYISO ICAP Manual for External Installed Capacity Suppliers³Suppliers³ 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.

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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.

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.

- **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.

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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.

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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.

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2.0 GENERAL TERMS

2.0 2.1 GENERAL TERMS

2.1 Threshold Requirements.

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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.

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2.1.3 ~~For Products being offered from existing Projects, the~~The Project(s) must have qualified Capacity in the PJM Capacity Market in accordance with PJM Tariff Attachment DD and PJM Manual 18.

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~~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~~2.1.4 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~~Year offered in the Proposal.

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~~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

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2.1.5 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).

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

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2.2 2.2 Firm Pricing Commitment

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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.

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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.

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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 4.04.0).

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2.3 2.3 Contracting – Form of Agreement

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2.3.1 The selected Respondent(s) will be required to negotiate a Power Purchase Agreement ("PPA") with LIPA. ~~Two The~~ Form ~~PPAs are of~~ PPA is 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 2.3.2:3.2).~~

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2.3.2 Exceptions to LIPA's Form of PPA:

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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.

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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 7.2.27.2.2).

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2.4 ~~2.4~~ Interconnection Requirements

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

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3.0 COMMUNICATIONS

3.0 3.1 COMMUNICATIONS

3.1 Communications during the RFP Process

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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 PSEGLIPSEG 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 PSEGLIPSEG 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"). PSEGLIPSEG 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

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3.1.3 The Designated Contacts for the ~~2025~~2026 PJM RFP are:

~~John Zimmermann & John Koroglu & Edmund Petrocelli~~

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3.1.4 The designated email address for submittal of Proposals or other correspondence for the ~~2025~~2026 PJM RFP is: PSEG-LI-2025PJMRFPPROPOSALSONLY@psegliny.com

~~3.1.4 PSEGLI-2026PJMRFPP@psegliny.com~~

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

~~PSEG-LI-2025PJMRFPP@psegliny.com~~

~~3.1.6~~3.1.5 The Designated Contact(s) may be updated and/or supplemented by PSEGLI~~PSEG Long~~ Island as needed, and all such changes will be posted on the RFP Webpage.

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~~3.1.7~~3.1.6 Other than as provided herein, any contact regarding this RFP with PSEGLI~~PSEG Long Island~~ 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.

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~~3.1.8~~3.1.7 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.

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~~3.2~~ 3.2 RFP Webpage

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~~3.2.1~~ The RFP Webpage is:

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 4.0.4.0.

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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.

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4.0 4.0 RFP TARGET DATES TARGET DATES

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The following RFP Target Dates are based upon expectations as of the release date of this RFP. PSEGLIPSEG 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 3.1.1-3.1.1. Any such modifications will be posted on the RFP Webpage.

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Table 4-1-4-1: RFP Target Dates

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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
	Existing Projects June 1, 2030
Service Commencement Date(s)	New Projects: June 1 of 2030, 2031, 2032, 2033 or 2034

Activity	Target Date
<u>Release of RFP</u>	<u>May 1, 2026</u>
<u>Question Submittal Window</u>	<u>May 1, 2026 – May 11, 2026</u>
<u>Proposal Submittal Deadline</u>	<u>May 29, 2026 5:00 PM EST</u>
<u>Proposal Selection(s)</u>	<u>July 10, 2026</u>
<u>PPA Negotiations Completed</u>	<u>Aug 31, 2026</u>
<u>LIPA Board of Trustees Approval</u>	<u>Sep 23, 2026</u>
<u>Firm Pricing Required Through</u>	<u>January 31, 2027</u>
<u>NY State Approvals (Effective Date)*</u>	<u>Dec 31, 2026</u>
<u>Service Commencement Date</u>	<u>June 1, 2030</u>

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

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5.2.3 Any modifications to the RFP documents will be furnished via the RFP Webpage.

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5.3 5.3 Proposal Expenses

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~~5.3.1 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).

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5.4 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 ~~conditions~~⁴ 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 44.0 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 44.0 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 ~~bullet~~⁵ 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.

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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 period(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 resolve in time for the SC to complete its evaluation.

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.

⁶—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.

~~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~~

~~6.0 6.1 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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6.1.26.1.1 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).

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6.1.36.1.2 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.

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6.1.46.1.3 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.

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6.2 6.2 Proposal Outline

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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.

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

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6.2.2 Proposal Sections Outline

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-
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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Respondent's/Contracting Entity's Financial Standing

10.

11. Confidentiality

12. LIPA's Form of Power Purchase Agreement Completed by Respondent 13.

14. 13. Contracting Entity's Insurance Requirements

14. 14. Procurement Forms 15.

15. Respondent Data Form

16. 16. Vendor Requirements for NYS Registration for Contracting Entity 17. Information Requirements for New Projects

17. 18. Information Requirements for Obtaining Must Offer Exemptions for Exporting Capacity to Long Island/Returning Capacity to PJM

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6.3 ~~6.3~~ Proposal Content

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6.3.1 Cover Letter

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6.3.1.1 The cover letter shall include highlights and any special features of the Proposal.

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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 4.0).

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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.

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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.

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6.3.2 Table of Contents

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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 6.2.2.6.2.2.

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6.3.3 Executive Summary

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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 4.3.1.3.

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6.3.4 Company Data and Relevant Experience

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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.

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6.3.5 Project Description & Operating Data

6.3.5.1 Existing Projects

6.3.5.1.1-6.3.5.1 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.

6.3.5.3 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.

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6.3.5.1.4-6.3.5.4 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.

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6.3.5.1.5-6.3.5.5 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.

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6.3.5.1.6-6.3.5.6 The Respondent shall provide a schedule of the Project(s)'s annual planned outage requirements.

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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.)

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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.

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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.

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6.3.6 Proposed Capacity Product & Pricing

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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~~ the Service Term as described in Section ~~4.3.4-1.3.1~~. Additionally, each Project shall have a minimum Capacity of 50 MW. Respondents may propose a higher amount of Capacity up to the nameplate Capacity of the Project it is proposing if such a Proposal would improve its pricing.

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~~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

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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 4.0.4.0.

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6.3.8 Transmission Service

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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.

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~~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

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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).

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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~~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.

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6.3.9.3 For the avoidance of doubt, LIPA will be responsible for maintaining (i) UDRs, (ii) and Firm Transmission Withdraw Rights ~~associated with the Neptune Cable~~ and (iii) Transmission Service ~~in PJM~~, all of which are required for the Capacity Product to qualify as Long Island Locational Installed Capacity.

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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").~~
~~5.12.1.10 of the NYISO Market Administration and Control Area Services Tariff ("MST").~~

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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

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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.

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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

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6.3.9.6 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).

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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) if it is not, 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.

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6.3.10 Respondent's/Contracting Entity's Financial Standing

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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.

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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:

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- 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.

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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.

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~~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~~

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.

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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.

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

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

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6.3.12.2 As set forth in Section ~~2.3, 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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-
- Non-Collusive Bidding Certification
 - NYS Vendor Responsibility Questionnaire
 - Sexual Harassment Policy for All Employers in New York State
 - Gender-Based Violence and the Workplace Certification
 - All MWBE and SVDDB related forms (*)

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(*) 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.

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6.3.15 Respondent Data Form

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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.

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6.3.16 Vendor Requirements for NYS OSC Registration for Contracting Entity

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6.3.16.1 As specified in Section 7.3.4, 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.

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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

-
- ~~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

fully or partially reduce said Capacity and (ii) arranging for such Capacity to be available for sale in applicable PJM markets.”

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7.0 PROPOSAL EVALUATION & SELECTION

7.0 7.1 PROPOSAL EVALUATION & SELECTION

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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.

7.1.2 PSEGLIPSEG 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 Projects that provide the highest level of benefits to LIPA customers through the procurement.

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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.

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7.1.4 Interviews may be scheduled with Respondents during the evaluation process.

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7.1.5—If designated as a finalistFinalist, a Respondent may be requested to execute a "Key Terms Summary," to be developed by PSEGLIPSEG Long Island Selection Committee, which will be based on (i) Respondent's Proposal,

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7.1.5 (ii) Respondent's exceptions (if any) to LIPA's existing Project or New ProjectForm of 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.

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7.1.6 During the evaluation process more than one finalistFinalist may be designated and each finalistFinalist may be requested to submit a "best and final offer" prior to making selection recommendations.

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7.1.7 PSEGLIPSEG 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.

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7.1.8 PSEGLIPSEG Long Island reserves the right to waive Non-Material Omissions in a Proposal.

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7.2 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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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~~3.16 no later than two weeks after the successful completion of PPA negotiations.⁶⁶ 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~~ITServiceDesk@osc.state.ny.us.

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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.
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⁶⁶ ~~The NYS Office of State Comptroller estimates approximately one-week turnaround from Vendor ID request to completion.~~

⁶⁶ The NYS Office of State Comptroller estimates approximately one-week turnaround from Vendor ID request to completion.

~~7.3.5~~ 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.

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~~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~~ **7.4 Debriefing of Unsuccessful Respondents**

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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).

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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.

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7.4.3 Debriefings may be conducted, in person or by telephone, at PSEGL's PSEG Long Island's discretion.

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~~8.0~~ **RESERVATION OF RIGHTS**

~~8.0~~ **8.1 RESERVATION OF RIGHTS**

~~8.1~~ **General**

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8.1.1 This RFP is issued to elicit responses to PSEGL's PSEG Long Island's/LIPA's inquiry and is not an offer. No contract or binding obligation on PSEGL/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 7.3.5; 7.3.1).

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8.3 8.3 Right to Bifurcate Proposal Selection

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

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8.4 8.4 Limitations on Changes

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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.

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8.4.2 PSEGLIPSEG Long Island 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 PSEGLIPSEG Long Island. Respondents are encouraged to conduct their own investigation and analysis of all information contained herein or otherwise provided.

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9.0 9.0 MWBE & SDVOB PARTICIPATION/EQUAL EMPLOYMENT OPPORTUNITY PARTICIPATION/EQUAL EMPLOYMENT OPPORTUNITY

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9.1 9.1 NYS MWBE Participation

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9.1.1 PSEGLIPSEG Long Island 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

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

APPENDIX A. GLOSSARY

APPENDIX A. GLOSSARY

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

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

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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.

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

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

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Capacity Product – has the meaning set forth in Section 1.2.1.2.

Cash – means U.S. currency held in an escrow account controlled by Buyer.

Contract Capacity – has the meaning set forth in Section 1.2.1.2.

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Contract Capacity Delivery Point – has the meaning set forth in Section 1.2.1.2.

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Contract Energy Delivery Point – has the meaning set forth in Section 1.2.1.2.

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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 1.2.1.2.

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

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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.

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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.

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

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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.

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

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Downgrade Event means the lowering of a Credit Rating to a rating of below BBB as rated by S&P, Baa2 as rated by Moody's, or BBB as rated by Fitch.

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

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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 ⁸18).

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

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

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

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Energy Product has the meaning set forth in Section 1.2.1.2.

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

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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.

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Finalist means a Respondent selected by the Selection Committee following the evaluation process to be considered to receive a "best and final offer" and be selected for contract negotiations.

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

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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~~2026 PJM Off Island RFP.

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Guaranty means the instrument obligating the Guarantor to unconditionally guarantee the payment obligations of Seller.

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

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

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

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

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

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

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Letter of Credit – has the meaning set forth in the PPA.

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

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- 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.

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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.

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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:

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- 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

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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.

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MW – means one megawatt alternating current of Capacity.

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

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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.

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

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NERC – means the North American Electric Reliability Corporation.

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

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

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

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

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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.

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

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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.

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

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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.

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OSC – Means the Office of New York State Comptroller.

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

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

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

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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.

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

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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.

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

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Products – has the meaning set forth in Section ~~1.2-1.2.~~

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Project – has the meaning set forth in Section ~~1.2-1.2.~~

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Proposal – has the meaning set forth in Section ~~1.2-1.2.~~

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Respondent – has the meaning set forth in Section ~~1.2-1.2.~~

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

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Seller Security – has the meaning set forth in Section 0.

Service Commencement Date ~~or ("SCD")~~ – means June 1st of the first Contract Year selected for inclusion in the PPA-2030.

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Service Term – means all ~~Contract~~ Years beginning with the Service Commencement Date ~~and~~
~~ending on October 31, 2039.~~

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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.

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Term – means the period beginning with the Effective Date and ending on ~~May 31~~^{*} of the last ~~Contract Year in the Service Term~~ October 31, 2039.

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Transmission Service – has the meaning set forth in Section ~~1.2.1.2.~~

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

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

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

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

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

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Respondent

APPENDIX B. CAPACITY PRODUCT SAMPLE PROPOSALS

(for illustrative purposes only)

Appendix B
Capacity Product Sample Proposals

Sample Proposal 1

Project	Contract Capacity	Minimum Capacity	Maximum Capacity	Contract Year(s)	Capacity Price (\$/kW-mo)
	Delivery Point	(MW)	(MW)		
Project A	DP-A	400	685	All	\$xx.xx

Sample Proposal 2

Project	Contract Capacity	Minimum Capacity	Maximum Capacity	Contract Year(s)	Capacity Price (\$/kW-mo)
	Delivery Point	(MW)	(MW)		
Project A	DP-A	400	200	All	\$xx.xx
Project B	DP-B	50	200	All	\$yy.yy

Sample Proposal 3

Project	Contract Capacity	Minimum Capacity (MW)	Maximum Capacity (MW)	Contract Year(s)	Capacity Price (\$/kW-mo)
Project-A	DP-A	400	200	1	\$aa.aa
Project-A	DP-A	400	200	2	\$bb.bb
Project-A	DP-A	400	200	3	\$cc.cc
Project-A	DP-A	400	200	4	\$dd.dd
Project-A	DP-A	400	200	5	\$ee.ee
Project-A	DP-A	400	200	6	\$ff.ff
Project-A	DP-A	400	200	7	\$gg.gg

Sample-Proposal-4

Project	Contract Capacity	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	400	200	4,5	\$yy.yy

APPENDIX C. RESPONDENT CLARIFICATION REQUEST FORM

APPENDIX B. CLARIFICATION REQUEST FORM

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

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APPENDIX D. REFERENCE LINKS

Item	Link
LIPA Website	www.lipower.org
PSEGLI Website	www.psegliny.com
RFP Webpage	https://www.psegliny.com/aboutpseglongisland/proposalsandbids/20
VendRep System Instructions	https://www.osc.ny.gov/state-vendors/vendrep/enroll-vendrep
NYS MAWBE Directory	https://www.osc.state.ny.us/state-vendors/resources/minority-and-women-owned-business-enterprises-mwbes
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/9FullTariffNYISOQATT.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>

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APPENDIX C. REFERENCE LINKS

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

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