

2025 Request for Proposals

for

ISO-NE Capacity

Issued by

**PSEG Long Island on behalf of the
Long Island Power Authority**

Issued October 24, 2025

Addendum #1: March 06, 2026



ISSUE SUMMARY

<u>Issuance Date</u>	<u>Addendum No.</u>	<u>Issuance Summary</u>
<u>October 24, 2025</u>	--	<u>Initial Release</u>
<u>March 06, 2026</u>	<u>1</u>	<u>Revisions: 3.1.2, 3.1.4, 3.1.5, 3.3.1, Table 4-1: RFP Target Dates, 4.1, 4.1.1, 5.4.8</u>

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1.0 INTRODUCTION

PSEG Long Island, LLC (“PSEGLI”), on behalf of the Long Island Power Authority (“LIPA”), is issuing this 2025 Request for Proposals for ISO-NE Capacity (“2025 ISO-NE Capacity RFP”). As described in Section 1.3.1, LIPA is seeking to procure up to 345 MW of Capacity from one or more generating facilities located in the New England Control Area for the NYISO Capability Years 2027 – 2028, 2028 – 2029, 2029 – 2030, 2030 - 2031, and 2031 - 2032, which are eligible to qualify as Locational Installed Capacity for Long Island (Load Zone K) under the applicable NYISO Rules. Unless otherwise defined in Sections 1 through 9 of this RFP, capitalized terms used in this document shall have the definitions as set forth in the Glossary (Appendix A).

1.1 LIPA Overview

- 1.1.1 LIPA is a corporate municipal instrumentality and political subdivision of the State of New York. LIPA and its wholly-owned subsidiary, the Long Island Lighting Company d/b/a LIPA, by and through its agent, the Long Island Electric Utility Servco LLC (“Servco”), a subsidiary of PSEG Long Island (“PSEGLI”), provides electric service to approximately 1.2 million customers in its service area, which includes Nassau County and Suffolk County and the portion of Queens County known as the “Rockaways,” in the State of New York (the “LIPA Service Territory”).
- 1.1.2 To meet its customers’ electricity requirements, LIPA has secured power supply resources, primarily through various power purchase agreements with third-party generation and transmission developers and has undertaken a variety of demand-side initiatives to reduce system peak demand.
- 1.1.3 Pursuant to the Second Amended and Restated Operation Services Agreement (“A&R OSA”) dated December 15, 2021, as it may be restated, amended, modified, or supplemented from time to time, between LIPA and PSEGLI, PSEGLI through its operating subsidiary, Servco, assumed the responsibility as LIPA’s service provider, to operate and manage the transmission and distribution system (“T&D System”) and other utility business functions as of January 1, 2014. On January 1, 2015, PSEGLI assumed responsibility for power supply planning and procurement, and its affiliates provide certain services, such as purchasing market energy and capacity and fuel procurement related to these responsibilities. Additional information about LIPA¹ and PSEGLI² can be found on their respective websites. LIPA relies upon an external service provider to manage power and fuel risk management activities, including the day-to-day interface with the applicable RTO (e.g.,

¹ LIPA’s website: www.lipower.org

² PSEGLI’s website: www.psegliny.com

scheduling and bidding), and starting January 1, 2026, this Power Supply Management and Fuel Management (“PSMFM”) activity will be performed by The Energy Authority, Inc. (“TEA”).

- 1.1.4 LIPA and Cross Sound Cable Company, LLC are parties to a Firm Transmission Capacity Purchase Agreement (“FTCPA”) under which LIPA has the rights to the full capacity of the HVDC transmission project between Shoreham, New York and New Haven, Connecticut (“Cross Sound Cable”) for the duration of the NYISO Capability Years being procured in this RFP.
- 1.1.5 PSEGLI and Servco (hereinafter collectively referred to as “PSEGLI”), as agent of and acting on behalf of the Long Island Lighting Company d/b/a LIPA per the A&R OSA, will administer this RFP. LIPA, as the principal, will be the contracting party under any contract that may result from this RFP. Any such contract must be approved by the LIPA Board of Trustees (“LIPA Board”), the New York State (“NYS”) Attorney General (“AG”), and the NYS Office of the State Comptroller (“OSC”) prior to becoming effective.

1.2 Common Terms

- 1.2.1 A response to this RFP submitted by a party is referred to herein as a “Proposal.”
- 1.2.2 A party submitting a Proposal is referred to herein as a “Respondent.”
- 1.2.3 “Project” - means a generating facility, consisting of one or more dispatchable generating units, which is connected to the ISO-NE transmission system and is capable of providing Contract Capacity. Contract Capacity offered from a Project may include all or only a portion of that facility’s total Capacity.

1.3 Description of Solicitation

- 1.3.1 This RFP is seeking the following:
- Up to 345 MW of Installed Capacity (“Contract Capacity”) from the New England Control Area that will qualify as Long Island Locational Installed Capacity as outlined in the NYISO ICAP Manual for External Installed Capacity Suppliers³.
 - LIPA will accept Proposals for any single one or more of the following five NYISO Capability Years (in their entirety):

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

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- NYISO Capability Year 1: May 1, 2027 through April 30, 2028
 - NYISO Capability Year 2: May 1, 2028 through April 30, 2029
 - NYISO Capability Year 3: May 1, 2029 through April 30, 2030
 - NYISO Capability Year 4: May 1, 2030 through April 30, 2031
 - NYISO Capability Year 5: May 1, 2031 through April 30, 2032
- The Contract Capacity may be provided by one Project or by aggregating capacity from more than one Project. However, the capacity of each Project offered for each NYISO Capability Year must be a minimum of 25 MW.
 - 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 to not select any Proposals for an award from this RFP.

2.0 GENERAL TERMS

2.1 Threshold Requirements

- 2.1.1 Each Proposal must offer a minimum of 25 MW from a single Project and up to a maximum of 345 MW from one or more Project(s) of Contract Capacity covering one or more NYISO Capability Years as detailed in Section 1.3.1. LIPA may elect to purchase any MW amount within the specified limits from any combination of Project(s). LIPA may also elect to purchase Contract Capacity for any or all the NYISO Capability Years being offered.
- 2.1.2 The Project(s) must have qualified Capacity in ISO-NE Capacity Market in accordance with the governing ISO-NE Market Rule 1 (Section III of the ISO New England Inc. Transmission, Markets, and Services Tariff).
- 2.1.3 The Project(s) must not have a permanent or retirement Delist bid that has been accepted by ISO-NE that would preclude the Respondent from providing Contract Capacity for all or any portion of the applicable NYISO Capability Years.
- 2.1.4 The Contract Capacity selected hereunder, when combined with LIPA's existing Unforced Capacity Deliverability Rights ("UDRs") associated with the Cross Sound Cable, shall qualify as Long Island Locational Installed Capacity in accordance with the NYISO Rules (i.e., Sections 4.9.1. and 4.9.3.2 of the NYISO ICAP Manual).

2.2 Firm Pricing Commitment

- 2.2.1 Proposed pricing shall be all-inclusive in \$/kW-month for Contract Capacity for each NYISO Capability Year offered. Pricing may be fixed for each NYISO Capability Year or set by an index. Indexed prices must use independently published, publicly available and readily quantifiable references.
- 2.2.2 Proposed pricing must be firm and all terms and conditions must be open for acceptance by LIPA through the “Firm Pricing Required Through” date noted in the RFP Target Dates schedule (see Section 4.0, [Table 4-1](#)~~Table 4-1~~).

2.3 Contracting – Form of Agreement

- 2.3.1 The selected Respondent(s) will be required to execute a Capacity Purchase Agreement (“CPA”) with LIPA. LIPA’s Form of CPA is available for downloading in Microsoft Word format from the RFP Webpage (see Section 3.2).
- 2.3.2 A Respondent may propose non-substantive exceptions to LIPA’s Form of CPA to clarify the Respondent’s special circumstances. In such an event, Respondent shall provide a redline mark-up showing all changes made to LIPA’s Form of CPA. It must be emphasized that the nature and extent of exceptions taken to the terms and conditions will be a factor considered in the evaluation of Proposals. A proposal with CPA exceptions that impose an unacceptable risk to LIPA and those that are not expected to be resolved through the CPA negotiation process, may not be evaluated. Respondents that demonstrate a willingness to accept LIPA’s Form of CPA without any material exceptions will be given more favorable consideration in the evaluation process (see Section 7.2.2).
- 2.3.3 LIPA will have the option to extend the term of the CPA for a period to be set forth in the CPA upon mutual agreement.

2.4 Interconnection Requirements

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

3.0 COMMUNICATIONS

3.1 Communications during the RFP Process

- 3.1.1 Pursuant to New York State Finance Law sections 139-J and 139-K, this RFP includes and imposes certain restrictions on communications between a Respondent and either PSEGLI or LIPA during the procurement process. The Respondent is restricted from making contact (i.e., an oral, written or

electronic communications that a reasonable person would infer as an attempt to influence the award, denial, or amendment of a contract) with any PSEGLI or LIPA representative, other than as designated herein, from the date of issuance of this RFP through the final award and approval of the resulting contract(s) by LIPA and the NYS Office of the State Comptroller (the "Restricted Period"). PSEGLI staff, consultants and advisors, LIPA staff, and the LIPA Board are required to obtain certain information if contacted during the Restricted Period in order to determine the responsibility of the Respondent pursuant to these two statutes. Certain findings of non-responsibility may result in rejection for contract award and immediate disqualification from the RFP process.

3.1.2 Respondent must submit their Proposals to the designated email address set forth in Section 3.1.4. Respondents must also direct all other communications and questions regarding this RFP only to the listed designated contact (the "Designated Contact") or through the designated email address set forth in Section ~~3.1.4.~~ ~~3.1.5.~~ All written communications from LIPA to the Respondent will be sent through email.

3.1.3 The Designated Contacts for the 2025 ISO-NE Capacity RFP are:

John Koroglu & Edmund Petrocelli

3.1.4 The designated email address for ~~submittal of Proposals for~~ the 2025 ISO-NE Capacity RFP is:

PSEGLI-2025-ISO-NECapacityRFP-ProposalsOnly@psegliny.com

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

~~PSEGLI-2025-ISO-NECapacityRFP@psegliny.com~~

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

~~3.1.7~~ 3.1.6 Other than as provided herein, any contact regarding this RFP with PSEGLI staff, consultants or advisors, LIPA staff, or LIPA Board who are working on this RFP during its pendency may be grounds for disqualification from the RFP process and barred from future procurements.

~~3.1.8~~ 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.

3.2 RFP Webpage

3.2.1 The RFP Webpage is:

<https://www.psegliny.com/aboutpseglonisland/proposalsandbids/2025ISONECapacityRFP>

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

3.3 Questions about the RFP

3.3.1 All questions and requests for clarifications regarding the RFP may be submitted by sending an email to the designated email address listed in Section ~~3.1.4~~ **3.1.5**.

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

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

4.0 RFP TARGET DATES

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

Table 4-1: RFP Target Dates

Activity	Target Date
Release of RFP	Oct 24, 2025
Question Submittal Window	Oct 24, 2025 - Dec 12, 2025
Proposal Submittal Deadline	Dec 18, 2025, 5:00 PM EPT
<u>Supplemental Notification Period</u>	<u>Mar 06, 2026 - Mar 20, 2026, 5:00 PM EPT</u>
Proposal Selection(s)	Mar 27, 2026
CPA Negotiations Completed	May 15, 2026
LIPA Board of Trustees Approval	June, 2026
Firm Pricing Required Through	Aug 31, 2026
NY State Approvals (Effective Date)*	Aug 31, 2026
Service Commencement Date(s)	May 1, 2027, May 1, 2028, May 1, 2029, May 1, 2030, or May 1, 2031, as applicable

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

4.1 Supplemental Notification Period

4.1.1—On March 06, 2026, PSEGLI issued a Supplemental Notification to any Respondent that submitted a Proposal in response to this RFP and has not received a confirmation from or been in contact with PSEGLI to confirm Proposal receipt. Those Respondents have until March 20, 2026, 5:00 PM EPT to re-submit previously submitted Proposals to the designated email address listed in Section 3.1.4. The resubmission must include the original email as an attachment to provide evidence that the Proposal was submitted by the Proposal Submittal Deadline of December 18, 2025, 5:00 PM EPT.

4.1.24.1.1

5.0 PROPOSAL PROCESS

5.1 General

- 5.1.1 The Proposal Submittal Requirements are set forth in Section 5.4. All RFP documents may be obtained from the RFP Webpage.
- 5.1.2 To be considered for selection, Proposals must comply with each of the submittal requirements set forth in Section 5.4.

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- 5.1.3 PSEGLI and LIPA assume no responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFP documents.

5.2 Interpretation or Correction of RFP Documents

- 5.2.1 Any Respondent who discovers any ambiguities, inconsistencies, omissions, or errors or is in doubt as to the meaning or intent of any part of the RFP documents may request an interpretation from PSEGLI. Such request should be submitted via the Question-and-Answer process described in Section 3.3. Requests must be made during the Question Submittal Window (see Table 4-1: RFP Target Dates).
- 5.2.2 If a Respondent fails to notify PSEGLI of a known error or an error that reasonably should have been known prior to the final filing date for submission, the Respondent shall assume the risk and shall not be entitled to alter its Proposal after the Proposal Submittal Deadline (see Table 4-1: RFP Target Dates).
- 5.2.3 Any modifications to the RFP documents will be furnished via the RFP Webpage.

5.3 Proposal Expenses

- 5.3.1 The Respondent shall bear any and all labor, materials and content costs and expenses required for or in connection with (i) preparation of its Proposal; (ii) subsequent actions taken by the Respondent up to the effectiveness of the Capacity Purchase Agreement(s), including clarification of its Proposal and negotiation of the Capacity 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 Capacity Purchase Agreement(s).

5.4 Proposal Submittal Requirements

- 5.4.1 Any Proposal that is deemed Non-Responsive will not be evaluated. A Non-Responsive Proposal includes one that:
- is not in conformance with RFP requirements and instructions;
 - contains Material Omission(s);
 - contains Non-Material Omissions that have not been cured by the required date;
 - includes exceptions to LIPA's Form of CPA that impose unacceptable risk to LIPA; or
 - does not meet the submission requirements set forth herein.

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

- If the Respondent states that a condition is not expected to be resolved by at least 10 Business Days prior to the target Proposal Selection date in ~~Table 4-1~~Table 4-1 (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 ~~Table 4-1~~Table 4-1 (as such dates may be modified on the RFP Webpage), then the Proposal will be evaluated by the Selection Committee.
- If the condition is resolved within the timeframe set forth in the previous bullet⁵, the Respondent shall provide pertinent documentation to the Selection Committee demonstrating that the condition has been resolved. If the Selection Committee determines that the condition has been resolved unambiguously and the supporting documentation is satisfactory, it will complete its evaluation of the Proposal. If not, the Proposal will be deemed Non-Responsive.

5.4.3 Proposals submitted in response to this RFP must be submitted in accordance with the proposal sections outline set forth in Section 6.2.2 in terms of format and sequence. A Proposal that does not follow the required proposal sections outline may not be evaluated.

5.4.4 The Respondent must complete all procurement and data forms, as further described in Sections 6.3.12 and 6.3.13, as applicable.

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

5.4.6 The Proposal shall clearly state the complete legal name of the Contracting Entity, if known at the time of Proposal submittal, and its relationship to the Respondent.

⁴ A Proposal that entails the Respondent de-listing from the ISO-NE Capacity Market to be relieved of an existing Capacity supply obligation with ISO-NE for any specified NYISO Capability Year(s) shall not be considered a condition to be resolved under this provision of the RFP.

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

5.4.7 The Proposal shall be signed by a person who is duly authorized to bind the Contracting Entity or, if the Contracting Entity is not yet known, the Respondent, to a contract. The Proposal submitted in response to this RFP must be received by the Proposal Submittal Deadline. Any Proposal received after this deadline will be categorized as Non-Responsive and will be disqualified from further evaluation. After the Proposal Submittal Deadline, no material changes may be made to the Respondent's Proposal. For avoidance of doubt, Proposals may be submitted early but will not be opened prior to the Proposal Submittal Deadline.

5.4.8 Proposals must be submitted via email to the designated email address ~~"for Proposals Only"~~ listed in Section 3.1.4. Hard copies of Proposals are not acceptable. The maximum allowable email size is 15 MB. Multiple emails are acceptable. The submission of "zip files" are not acceptable. PDF, Microsoft Excel and Microsoft Word files are acceptable with a maximum size of 15 MB each.

5.4.9 There is no proposal fee applicable to this RFP.

6.0 PROPOSAL ORGANIZATION

6.1 General Requirements

6.1.1 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).

6.1.2 The Respondent may submit complementary information pertaining to the Project(s) that is not explicitly requested within the RFP documents. Such information shall be provided in addition to, not in lieu of, the requested information.

6.1.3 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.

6.2 Proposal Outline

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

Note that Proposal Sections 10, 12, and 13 listed in the Proposal Sections Outline should be provided as separate files.

6.2.2 Proposal Sections Outline

1. Cover Letter
2. Table of Contents
3. Executive Summary
4. Company Data and Relevant Experience
5. Project Description & Operating Data
6. Proposed Contract Capacity & Pricing
7. Plan for meeting ISO-NE and NYISO Requirements for Supply of Contract Capacity
8. Respondent's/Contracting Entity's Financial Standing
9. Confidentiality
10. LIPA's Form of Capacity Purchase Agreement Completed by Respondent
11. Contracting Entity's Insurance Requirements
12. Procurement Forms
13. Respondent Data Form
14. Vendor Requirements for NYS Registration for Contracting Entity

6.3 Proposal Content

6.3.1 Cover Letter

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

6.3.1.2 The cover letter shall contain a statement clearly 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 ([Table 4-1](#)~~Table 4-1~~ in Section 4.0).

6.3.1.3 The cover letter shall include contact information for the Respondent's primary point of contact, including name, title, address, telephone number (office and/or cell), and email address.

6.3.1.4 The cover letter shall be signed by the person who is duly authorized by the Contracting Entity or, if the Contracting Entity is not known, the Respondent, to make a binding offer.

6.3.2 Table of Contents

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

6.3.3 Executive Summary

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

6.3.4 Company Data and Relevant Experience

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

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

6.3.5 Project Description & Operating Data

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- 6.3.5.1 The Respondent shall provide a full and complete detailed description of the Project(s) that will provide the proposed Contract Capacity, including technology and any environmental emissions control equipment as applicable.
- 6.3.5.2 The Respondent shall provide the Project(s)'s equivalent forced outage rate on demand ("EFORd") for each month over the most recent 24 months at the time of response to the RFP. The EFORd data must be consistent with the NYISO EFORd calculation. Selected Project(s) will be required to provide this data throughout the term of the CPA.
- 6.3.5.3 The Respondent shall provide the Project(s)'s DMNC Test data as required by NYISO Rules, or the ISO-NE equivalent (i.e., Seasonal Claimed Capability ("SCC")) for the most recent two calendar years available.
- 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.
- 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.
- 6.3.5.6 The Respondent shall provide a schedule of the Project(s)'s planned outages and/or outage requirements for all the proposed NYISO Capability Year(s).

6.3.6 Proposed Contract Capacity & Pricing

- 6.3.6.1 The Respondent must specify the minimum (no less than 25 MW) and maximum (no more than 345 MW) Capacity amounts (in MWs) they are offering, and the corresponding prices for each NYISO Capability Year. LIPA may elect to purchase any MW amount within the specified limits. LIPA may also elect to purchase Contract Capacity from any or all the NYISO Capability Years being offered. The Contract Capacity may be provided by aggregating Capacity from more than one single Project. The Capacity of each single Project offered must be a minimum of 25 MW.
- 6.3.6.2 The Proposal shall include proposed all-inclusive pricing in \$/kW-month for Contract Capacity for each NYISO Capability Year offered. Pricing may be fixed for each NYISO Capability Year or set by an index. Indexed prices must use independently published, publicly available and readily quantifiable references. Refer to "Appendix B – Sample Pricing Proposals" for guidance.

6.3.6.3 All proposed pricing must be firm and all terms and conditions must be open for acceptance by LIPA through at least the “Firm Pricing Required Through” date noted in the RFP Target Dates schedule in Section 4.0.

6.3.7 Plan for Meeting ISO-NE and NYISO Requirements for Supply of Contract Capacity

6.3.7.1 The Respondent must describe how it intends to meet the requirements for providing Contract Capacity to LIPA for the selected NYISO Capability Years (i.e., provide any additional information not covered in other bulleted requirements in this section).

6.3.7.2 The Respondent must provide a statement affirming that the Project(s) is(are) located in the New England Control Area, including the identification of the ISO-NE Capacity Zone where the Project(s) is(are) located. This statement must also affirm that the Project(s) has(have) qualified as Installed Capacity in ISO-NE Capacity Market in accordance with the governing ISO-NE Market Rule 1 (Section III of the ISO New England Inc. Transmission, Markets, and Services Tariff).

6.3.7.3 The Respondent must provide a statement affirming that energy associated with Contract Capacity will be deliverable to the NYCA interface with the UDR transmission facility (i.e., Cross Sound Cable's interconnection node in New Haven, CT)⁶ in accordance with the governing ISO-NE and NYISO rules (i.e., Section 4.9.3.2 of the NYISO ICAP Manual).

6.3.7.4 The Respondent must provide a statement affirming that it will respond to a potential Supplemental Resource Evaluation (“SRE”) request as required of External Installed Capacity Suppliers in accordance with Sections 4.9.3 and 4.9.4 of the NYISO ICAP Manual, and Section 5.12.1.10 of the NYISO Market Administration and Control Area Services Tariff (“MST”).

6.3.7.5 The Respondent must provide a statement affirming that the Project(s) does(do) not or will not have any Capacity supply obligations in the ISO-NE Capacity market for the specified NYISO Capability Year(s) and that the Project(s) will be available to provide Contract Capacity to LIPA for the specified NYISO Capability Year(s). If the Project does have an existing Capacity supply obligation in the ISO-NE Capacity market, the Respondent must provide a statement affirming that it is able to de-list this Capacity for the purposes of export by the required ISO-NE timelines and that it will provide Contract Capacity for the applicable NYISO Capability Years. As indicated in

⁶ For the avoidance of doubt, the Project(s) selected under this RFP will not be required to provide Energy to NYCA other than responding to a potential Supplemental Resource Evaluation (“SRE”) request as described in Section 6.3.7.3. This provision is a registration and qualification requirement by the NYISO. Please see Section 4.9.3.2 of the NYISO ICAP Manual with respect to satisfying this requirement.

the Form of CPA, failing to provide the required Contract Capacity will subject the Respondent to liquidated damages and potential NYISO deficiency charges.

6.3.7.6 The Respondent must provide a statement affirming that the Project(s) does not have a permanent or retirement Delist bid that has been accepted by ISO-NE and that would preclude Respondent's capability to provide Contract Capacity for all or any portion of the specified NYISO Capability Year(s).

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

6.3.8 Respondent's/Contracting Entity's Financial Standing

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

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

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

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

6.3.8.4 The Respondent must provide a statement affirming that if its Proposal is selected in this RFP and awarded a CPA, Seller Security will be provided in the form of a parental guaranty (subject to the Credit Requirements) or a letter of credit in the amount of thirty (30) percent of the Notional Value within twenty (20) Business Days after the receipt of notice of the Effective Date, which shall be replenished if drawn upon in accordance with the requirements of the CPA. 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.

6.3.9 Confidentiality

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

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

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

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

6.3.10 LIPA's Form of Capacity Purchase Agreement Completed by Respondent

6.3.10.1 A Respondent shall fill out the information requested in the LIPA's Form of CPA.

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

- Redlines must be provided using "Track Changes" in Microsoft Word (maximum email size is 15 MB).

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- The Respondent's modifications that are not clearly identified using "Track Changes" will not be evaluated.
 - Modifications to the CPA must be clear and specific in nature. Mere suggestions to discuss and/or negotiate certain CPA provisions in the future (e.g., simply noting "*need to discuss with LIPA*") may result in disqualification.
 - In accordance with Section 2.3.2 of the RFP, a proposal with CPA exceptions that pose an unacceptable risk to LIPA and those that are not expected to be resolved through the CPA negotiation process, may not be evaluated.
 - The CPA provides that LIPA and the selected Respondent will be required to negotiate the terms and conditions of operating instructions.

6.3.11 Contracting Entity's Insurance Requirements

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

6.3.12 Procurement Forms

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

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

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

6.3.13 Respondent Data Form

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

6.3.14 Vendor Requirements for NYS OSC Registration for Contracting Entity

6.3.14.1 As specified in Section 7.3.4, if selected in this procurement, the Contracting Entity will be required to obtain a NYS Vendor Identification Number ("Vendor ID") from the OSC, enroll in the OSC's VendRep System, and file the completed Vendor Responsibility Questionnaire with the OSC no later than two weeks after the successful completion of CPA 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.

7.0 PROPOSAL EVALUATION & SELECTION

7.1 Evaluation Process

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

7.1.2 PSEGLI utilizes a multi-phase evaluation process to evaluate Proposals. This evaluation process considers specific qualitative and quantitative attributes with the intent to ensure a fair and non-discriminatory evaluation process while simultaneously selecting the Projects that provide the highest level of benefits to LIPA customers through the procurement.

7.1.3 The evaluation process may request a Respondent to clarify its Proposal for the purpose of assuring a full understanding of its response to the RFP by asking the Respondent written questions during the evaluation process.

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

7.1.5 During the evaluation process, Respondent(s) may be requested to submit a "best and final offer" prior to making selections for contract negotiations.

7.1.6 Respondent may be requested to execute a "Key Terms Summary," to be developed by PSEGLI Selection Committee, which will be based on (i) Respondent's Proposal, (ii) Respondent's best and

final offer, (iii) Respondent's exceptions (if any) to LIPA's Form of CPA, (iv) Respondent's replies to clarifying questions, and (v) information provided by the Respondent during the interview. If the Respondent's Proposal is ultimately selected, the Key Terms Summary will represent the starting point for contract negotiations.

7.1.7 PSEGLI and LIPA will conduct a vendor responsibility determination and may require eligible Respondent(s) to answer questions and provide additional information to supplement the information provided in the NYS Vendor Responsibility Questionnaire.

7.1.8 PSEGLI reserves the right to waive Non-Material Omissions in a Proposal.

7.2 Evaluation Criteria

7.2.1 The evaluation of Proposals will be done in accordance with the following qualitative and quantitative evaluation criteria. The criteria below are not listed in the order of importance.

7.2.2 The qualitative evaluation criteria will include:

- Ability to meet the Service Commencement Date(s)
- The Respondent's plan for meeting ISO-NE and NYISO requirements for Supply of Contract Capacity
- Contracting Entity's (or its parent's) financial standing
- Respondent's & Contracting Entity's experience
- History of Project(s) reliability and availability
- Environmental impact history
- Degree of exceptions to LIPA's Form of CPA

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

7.3 Contract Process

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

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

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- 7.3.3 LIPA may disclose to the public the estimated total contract cost of any contract submitted for approval to the LIPA Board.
- 7.3.4 Each Contracting Entity will be required to register with the OSC and obtain a NYS Vendor ID as set forth in Section 6.3.14 no later than two weeks after the successful completion of CPA negotiations.⁷ To request the assignment of a Vendor ID, the Respondent should contact the NYS OSC's Help Desk via telephone at (866) 370-4672 or (518) 408-4672 or via email at ITServiceDesk@osc.state.ny.us.
- 7.3.5 The CPA shall not be valid, effective, or binding until approved by the NYS AG and the NYS OSC and filed in the Comptroller's Office, in accordance with Section 112 of the NYS Finance Law. The OSC will publish on its website the lifetime dollar value of the contract. No payment for services may be made under the contract until these required approvals have been obtained.

7.4 Debriefing of Unsuccessful Respondents

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

8.0 RESERVATION OF RIGHTS

8.1 General

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

⁷ The NYS Office of State Comptroller estimates approximately one-week turnaround from Vendor ID request to completion.

8.2 Right to Reject

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

8.3 Right to Bifurcate Proposal Selection

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

8.4 Limitations on Changes

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

9.0 MWBE & SDVOB PARTICIPATION/EQUAL EMPLOYMENT OPPORTUNITY

9.1 NYS MWBE Participation

- 9.1.1 PSEGLI and LIPA are committed to diversity and equal employment opportunities among its contractors and encourage all firms, including firms that are MWBE certified, to submit Proposals in response to this RFP. All certified MWBE firms submitting Proposals to this RFP should be registered as such with the NYS Department of Economic Development. Firms that are not certified but have applied for certification shall provide evidence of filing, including the filing date. In the case that the Respondent itself or any of its contractors are unable to comply with the NYS MWBE hiring guidelines, they should provide a statement of that in their Proposal.

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- 9.1.2 This procurement does not have any additional MWBE requirements beyond that which the Respondent may have already instituted. Nevertheless, if applicable, Respondents should describe the level that it is utilizing MWBE certified entities. Accordingly, Proposal documents should include completed and executed copies of all required MWBE Forms provided on the RFP Webpage (i.e., Forms 100, 101, 102, 103, 104, and 105), as applicable.
- 9.1.3 If a Contracting Entity is certified as a NYS MBE or WBE, it should provide evidence of this certification in its Proposal.
- 9.1.4 Respondents are encouraged to visit the Division of Minority and Women's Business Development's website.⁸

9.2 NYS SDVOB Participation

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

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

⁸ The Division of Minority and Women's Business Development's website: <https://esd.ny.gov/doing-business-ny/mwbe>

APPENDIX A. GLOSSARY

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 Purchase Agreement or CPA – means the agreement setting forth the commercial terms for LIPA's purchase of Contract Capacity from one or more selected Projects.

Contract Capacity – has the meaning set forth in Section 1.3.1.

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

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

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

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

Cross Sound Cable or CSC – means the HVDC transmission cable connecting the converter station in New Haven, Connecticut with the converter station at the decommissioned Shoreham Nuclear Power Station in Brookhaven, New York.

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

Delist – has the meaning set forth in the ISO-NE Market Rule 1 (Section III of the ISO New England Inc. Transmission, Markets, and Services Tariff).

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

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

Effective Date – means the first date on which all of the following shall have occurred: (1) the CPA has been executed by both Seller and Buyer; and (2) the executed CPA has been (a) approved in writing by both (i) the NYS Attorney General (as to form), and (ii) the NYS Office of the State Comptroller and (b) filed in the Office of the NYS OSC (as provided for in Supplement 1^A).

^A Supplement 1 is included in LIPA's Form of CPA.

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

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

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

Form of Capacity Purchase Agreement or Form of CPA – means the original Capacity Purchase Agreement template that is posted with the 2025 ISO-NE Capacity RFP.

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

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

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

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

ISO-New England or ISO-NE – means the Independent System Operator of New England, and any successor in interest thereto.

ISO-NE Rules – means the ISO-NE Tariff and all ISO-NE 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 ISO-NE Markets as in effect from time to time.

ISO-NE Tariff – means the ISO-NE Open Access Transmission Tariff or any other tariff applicable to the ISO-NE.

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.

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

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

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

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

MW – means one megawatt alternating current of Capacity.

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

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

New England Control Area – means the area defined as such by the Northeast Power Coordinating Council glossary of terms dated January 19, 1966, as may be amended from time to time.

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 Service Term.

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

NYISO Capability Period – means, as applicable, the NYISO Summer Capability Period or the NYISO Winter Capability Period.

NYISO Capability Year – has the meaning set forth in NYISO Rules, which is currently May 1 to April 30 for any year in consideration.

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

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

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

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

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

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

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.

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

Project – has the meaning set forth in Section 1.2.

Proposal – has the meaning set forth in Section 1.2.

Respondent – has the meaning set forth in Section 1.2.

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

Seller Security – means a parental guaranty or letter of credit.

Service Commencement Date or SCD – means May 1, 2027, May 1, 2028, May 1, 2029, May 1, 2030, or May 1, 2031, as applicable.

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

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

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

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

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

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

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

APPENDIX B. SAMPLE PRICING PROPOSALS

(for illustrative purposes only)

Capacity Sample Pricing Proposals

Sample Proposal 1

Project	Minimum Capacity (MW)	Maximum Capacity (MW)	NYISO Capability Year(s)	Capacity Price (\$/kW-mo)
Project-A	25	345	All	\$xx,xx

Sample Proposal 2

Project	Minimum Capacity (MW)	Maximum Capacity (MW)	NYISO Capability Year(s)	Capacity Price (\$/kW-mo)
Project-A	100	200	All	\$xx,xx
Project-B	50	145	All	\$yy.yy

Sample Proposal 3

Project	Minimum Capacity (MW)	Maximum Capacity (MW)	NYISO Capability Year(s)	Capacity Price (\$/kW-mo)
Project-A	100	200	1	\$aa.aa
Project-A	100	200	2	\$bb.bb
Project-A	100	200	3	\$cc.cc
Project-A	100	200	4	\$dd.dd
Project-A	100	200	5	\$ee.ee

Sample Proposal 4

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

Sample Proposal 5

Project	Minimum Capacity (MW)	Maximum Capacity (MW)	NYISO Capability Year(s)	Capacity Price (\$/kW-mo)
Project-A	25	345	All	Index*

*Index Price (if proposed) to be provided by Respondent.

APPENDIX C. REFERENCE LINKS

Item	Link
LIPA Website	www.lipower.org
PSEGLI Website	www.psegliny.com
RFP Webpage	https://www.psegliny.com/aboutpseglongisland/proposalsandbids/2025ISONECapacityRFP
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