2018 Solicitation: ORECRFP18-1
Proposers’ Conference

Thursday, November 29, 2018
Agenda

• Background: Offshore Wind in New York State
• Introduction, Eligibility, and Submission Requirements
• Evaluation Overview, Viability, Economic Benefits, and Price Evaluation
• Contract Commitments Relating to Considerations Identified in the Offshore Wind Order
• Post-Award Process & Appendix F: Agreement
• Questions
Background:
Offshore Wind in New York State

Doreen Harris
Director, Large-Scale Renewables
NYSERDA RES & RPS Funded Projects

Project Count: 115
New Renewable Capacity: 3,793MW
Bid Quantity (MWh) 9,552,610
New York State has committed to building:

up to 2,400 megawatts of offshore wind power by 2030, enough to power up to 1.2 million homes.
Achievement of New York’s offshore wind goals will result in significant benefits across the State.

- **Carbon Reduction**
- **Infrastructure**
- **Air Quality & Health**
- **Workforce**
Roadmap for advancing the development of offshore wind in a cost-effective and responsible manner.
Advancing interactions between stakeholders

Environmental

Maritime

Commercial Fishing

Jobs and Supply Chain
Responsible and Cost-Effective Development of OSW

**NEW YORK STATE OFFSHORE WIND MASTER PLAN**
Charting a Course to 2,400 Megawatts of Offshore Wind Energy

- **Master Plan + Policy Options Paper**
  - Jan 2018

- **Offshore Wind Standard**
  - July 2018

- **OREC RFI OSW-2018**
  - Aug 2018

- **2018 OSW Solicitation... +800MW**
  - Fall 2018

- **26 sets of comments**
- **Case no. 18-E-0071**
New York issued an comprehensive solicitation to develop 800 MW or more of offshore wind.
ORECRFP18-1: Introduction, Eligibility, and Submission Requirements

Adrienne Downey
Principal Engineer, Offshore Wind
Background and References

- **Clean Energy Standard**
  August 1, 2016, Case No. 15-E-0032, Proceeding on Motion of the Commission to Implement a Large-Scale Renewable Program and a Clean Energy Standard, Order Adopting a Clean Energy Standard

- **Order Establishing the Offshore Wind Standard and Framework for Phase 1 Procurement**
  July 12, 2018, Case No. 18-E-0071

- **New York Generation Attribute Tracking System (“NYGATS”) Operating Rules**
Designated Contacts and Communications with NYSERDA

- **Designated Contacts for ORECRFP18-1:**
  Doreen Harris, Director of Large-Scale Renewables
  Adrienne Downey, Principal Engineer, Offshore Wind
  Gregory Lampman, Program Manager, Environmental Research
  Matt Vestal, Technical Advisor, Offshore Wind

- The four individuals listed as Designated Contacts are the ONLY permissible contacts for questions regarding ORECRFP18-1.

- All communications to any of the four regarding ORECRFP 18-1 must be by e-mail to offshorewind@nyserda.ny.gov (no phone calls please.)

- Questions regarding the Standard Agreement will be routed to Deputy General Counsel Peter Keane via this same address.
Files and Appendixes

- ORECRFP18-1 Request for Proposals
- Appendix A – Notice of Intent to Propose
- Appendix B – Proposal Certification Form
- Appendix C – Economic Benefits Claims and Verification
- Appendix D – Elements of the Fisheries Mitigation Plan
- Appendix F – OREC Standard Form Purchase and Sale Agreement
- Appendix G – Offer Data Form
- Appendix H – Master Offers Form
- Appendix I – Proposal Submission Guide

2018 Solicitation Website: https://www.nyserda.ny.gov/offshore-wind-2018-solicitation

Proposers are reminded to refer to website for changes.
Submit Appendix A - Notice of Intent to Propose via email to offshorewind@nyserda.ny.gov to receive emails on changes.
## Schedule

All Eastern Time (ET):

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Release Date</td>
<td>November 8, 2018</td>
</tr>
<tr>
<td>Proposers Conference</td>
<td>November 29, 2018, 10:00 a.m.</td>
</tr>
<tr>
<td>Deadline for Submission of Written Questions</td>
<td>December 6, 2018, 3:00 p.m.</td>
</tr>
<tr>
<td>Responses to Written Questions Posted</td>
<td>December 13, 2018</td>
</tr>
<tr>
<td>Deadline for Notice of Intent to Propose</td>
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</tr>
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<td>Deadline for NYSERDA Portal Registration</td>
<td>February 7, 2019, 3:00 p.m.</td>
</tr>
<tr>
<td>Deadline for Submission of Proposals</td>
<td>February 14, 2019, 3:00 p.m.</td>
</tr>
<tr>
<td>NYSERDA Award Notification Date</td>
<td>April 2019</td>
</tr>
<tr>
<td>Contract(s) Executed</td>
<td>June 2019</td>
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</tbody>
</table>

Proposals must be held firm and valid for 180 days from February 14, 2019.
Modification or Cancellation of the RFP and Solicitation Process (§1.7)
The terms and conditions of this RFP may, at any time, be changed, postponed, withdrawn, and/or canceled, including any requirement, term or condition of this RFP, without liability to NYSERDA, NYSERDA Consultants, or members of the Scoring Committee. Changes will be noted on the 2018 Solicitation Website and to subscribers via submission of the Notice of Intent to Propose as noted.

Updates to Proposals (§1.8)
Proposers will not have an opportunity to refresh or restate Proposals after the Deadline for Submission of Proposals. But Proposers may provide new information that was not available at the time of their Proposal submission or the deadline for submission of Proposals. All information to be shared with the Designated Contacts. Updates are for informational purposes only and will not be evaluated by the Scoring Committee.

Requests for Additional Information (§1.9)
NYSERDA and the Scoring Committee may request clarification and additional information from Proposers at any time throughout duration of the evaluation process.

Interviews with Proposers (§1.10)
NYSERDA may request in-person interviews with any Proposer, to be scheduled at a mutually convenient time.

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**Schedule**

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</tbody>
</table>

NYSERDA RESERVES THE RIGHT TO REJECT OR ACCEPT ANY OR ALL PROPOSALS.
Offshore Wind Renewable Energy Certificate (OREC)

The electronic record of generation data created by NYGATS and representing all of the attributes, including all Environmental Attributes, of one MWh of electric generation from an Offshore Wind Facility delivered into the New York Control Area and registered with the NYGATS tracking system.

The attributes represented in each OREC include all environmental characteristics, claims, credits, benefits, emissions reductions, offsets, allowances, allocations, howsoever characterized, denominated, measured or entitled, attributable to the generation of Actual Eligible Production by a Project, including but not limited to: (i) any direct emissions or any avoided emissions of pollutants to the air, soil or water including but not limited to sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), particulate matter and other pollutants; (ii) any direct or avoided emissions of carbon dioxide (CO2), methane (CH4) and other greenhouse gases (GHGs) that have been or may be determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; (iii) all set-aside allowances and/or allocations from emissions trading programs made unnecessary for compliance in such program as a result of performance under the Agreement, including but not limited to allocations available under 6 NYCRR §§ 204, 237 and 238; and (iv) all credits, certificates, registrations, recordations, or other memorializations of whatever type or sort, representing any of the above.
Project Eligibility Requirements

NYSERDA is seeking to procure ORECs produced from **one or more** Offshore Wind Generation Facilities ("the Project")
- Operational on or after January 1, 2015
- Located in the ocean waters of the United States
- Irrevocable right or option to develop within a federal Bureau of Ocean Energy Management (BOEM) lease area
- Firm offer pricing for Fixed OREC and Index OREC pricing models expressed as a constant nominal strike price
- Only constant nominal pricing or pricing that increases nominally by Contract Year, subject to a maximum of 2.0% annual nominal escalation, will be accepted.

**Required Base Proposal**
400MW, 25y Contract Tenor. Must include both Fixed OREC and Index OREC pricing expressed as a constant nominal strike price over the Contract Tenor

**Required Transmission Proposal**
Direct interconnection to a point in NYISO Zone J or K

**$300K Base Proposal Fee**

**Alternate Proposals (Optional)**
Projects ≥ 200MW for either 20y or 25y, using constant or non-decreasing nominal Fixed OREC and Index OREC Strike Prices
- $40K ea. / Different installed capacity, transmission system, delivery point, technical configuration, or COD
- $20K ea. / Different strike Prices or Contract Tenor

Proposals to be accompanied by Proposal Fees, made payable to NYSERDA per §1.5. The proposal fee is non-refundable unless NYSERDA cancels this RFP. If this RFP is canceled by NYSERDA, uncommitted proposal fees will be returned. In **no other event will any portion of the proposal fee be refunded, regardless of whether or not a Proposal(s) is (are) selected by NYSERDA.**
Preparation of Proposals

I. OREC-RFP18-1 – Appendix I

Appendix I
Proposal Submission Guide
This appendix provides submission instructions for the OREC-RFP18-1 (“the RFP”) Proposal Submissions.
All applications must be submitted by the Deadlines for Submission of Proposals, Thursday, February 14, 2019 at 3 p.m. ET.
It is recommended that Proposants set aside ample time, well in advance of the deadline, to gather the required information and documentation and to understand the requirements to complete their Proposal Submissions.
For additional help during the application process, please contact the Designated Contacts at:
OREC-RFP18-1@nyserda.ny.gov

Important Deadlines Before Applying
- Visit the NYSCADA website and prepare to submit the application materials and process in full. All relevant documents pertaining to this RFP are available there. Proposants are advised to check the website regularly for updated instructions and changes to rules, fees, etc.
- Review the instructions to Proposants, Sections II of the RFP to determine applicable attachments for each proposal, and where these attachments will be uploaded.
- When uploading required documentation, please use the following standard naming convention described in Section IV.C of this Appendix.
- Proposants that intend to submit Alternate Proposals must submit separate Proposals for each Alternate Proposal according to the procedures outlined in Section IV.C of this Appendix.
- The portal registration deadline is Thursday, February 7, 2019 at 3 p.m. ET.
- The electronic application window closes at 3:00 ET on Thursday, February 14, 2019. Incomplete application submissions will be rejected after 3:00 ET.
- Proposants are responsible for ensuring that all required documentation has been included in the application.

II. Salesforce Portal Registration
February 7th, 2019 3 p.m. ET

https://portal.nyserda.ny.gov/login
https://portal.nyserda.ny.gov/Core_Registration_Page?programName=Offshore_Wind

III. Proposal Submission
February 14th, 2019 3 p.m. ET

https://portal.nyserda.ny.gov/login
Organization and Submission of the Proposal

I. Creating Multiple Proposals:

<table>
<thead>
<tr>
<th>#</th>
<th>Owner</th>
<th>Primary Contact</th>
<th>Proposal Title</th>
<th>Round</th>
<th>Proposed Budget</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Offshore Portal User</td>
<td>Required Base Proposal</td>
<td>1</td>
<td>Unsubmitted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>002</td>
<td>Offshore Portal User</td>
<td>Required Transmission Proposal</td>
<td>1</td>
<td>Unsubmitted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>003</td>
<td>Offshore Portal User</td>
<td>Alternative Proposal H</td>
<td>1</td>
<td>Unsubmitted</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

OR

CREATE A NEW SUBMISSION

II. Required Documents per Proposal:

<table>
<thead>
<tr>
<th>Required Documents</th>
<th>Add / Update Document</th>
<th>Recent Uploaded Document</th>
<th>Uploaded History</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Offer Data Form</td>
<td>Choose File</td>
<td>Unchosen</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Confidential Proposal Narrative</td>
<td>Choose File</td>
<td>Unchosen</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Proposal Narrative</td>
<td>Choose File</td>
<td>Unchosen</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposal Certification Form</td>
<td>Choose File</td>
<td>Unchosen</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agreement</td>
<td>Choose File</td>
<td>Unchosen</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master Offers Form</td>
<td>Choose File</td>
<td>Unchosen</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

III. Naming Conventions:

<table>
<thead>
<tr>
<th>Document Name</th>
<th>Naming Convention</th>
</tr>
</thead>
<tbody>
<tr>
<td>Offer Data Form</td>
<td>ProposerName_ProposalName_OfferDataForm</td>
</tr>
<tr>
<td>Confidential Proposal Narrative</td>
<td>ProposerName_ProposalName_ConfidentialProposalNarrative</td>
</tr>
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</tbody>
</table>

Note: Individual file sizes capped at 100MB

ORECRFP18-1 – Appendix I
Organization and Submission of the Proposal

Checklist 1: Submission Package Overview:

<table>
<thead>
<tr>
<th>Submission Package</th>
<th>Submission Fees</th>
<th>Confidential Version (per Proposal)</th>
<th>Public Version (per Proposal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required Base Proposal</td>
<td>Required Base Proposal Fee (includes Required Transmission Proposal)</td>
<td>Offer Data Form (ODF)</td>
<td>Proposal Narrative (including related attachments, see Checklist 2 below)</td>
</tr>
<tr>
<td>Required Transmission Proposal (if included in the Required Base Proposal, then this is not necessary)</td>
<td>Alternate Proposal Fee(s) (as appropriate)</td>
<td>Proposal Narrative (per Proposal as applicable, including related attachments, see Checklist 2 below)</td>
<td>Proposal Narrative (including related attachments, see Checklist 2 below)</td>
</tr>
<tr>
<td>Alternate Proposal(s) (optional)</td>
<td></td>
<td>Proposal Certification Form (RFP Appendix B)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Agreement (optional, redline to RFP Appendix F, please refer to Section 6.6 of the RFP)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Master Offers Form (representative for all Proposals)</td>
<td></td>
</tr>
</tbody>
</table>

Public Versions will be published to NYSERDA’s 2018 Solicitation Website

Note: As “required files” in NYSERDA’s Salesforce architecture, while they may be common to all Proposals, replicates of these files will need to be submitted in support of each individual Proposal to file a complete package.

ORECRFP 18-1 Section 6: Instructions to Proposers / Appendix I

ORECRFP 18-1 § 1.5

Calculated via the MOF
Proposal Narrative

Checklist 2: Proposal Narrative Package: Submission package to be completed for the Proposal Narrative of each individual Proposal (confidential and public versions duly marked per Section 3.3 of this Appendix I). The Proposal Narrative must be organized per Section 6.4 of the RFP. Subsections of the RFP are listed below for convenience. Attachment filenames should respect the convention noted in Section 1.9.3 above with the logical extension per the subject as below to facilitate review.

- Executive Summary of the Proposal ([§6.4.1])
- Proposal Experience ([§6.4.2])
- Project Description and Site Control ([§6.4.3])
- Energy Resource Assessment and Plan ([§6.4.4])
- Operational Parameters ([§6.4.5])
- Business Entity and Financing Plan ([§6.4.6])
- Interconnection and Deliverability ([§6.4.7])
- Environmental Assessment and Permit Acquisition Plan ([§6.4.8])
- Engineering and Technology ([§6.4.9])
- Project Schedule ([§6.4.10])
- Construction and Logistics ([§6.4.11])
- Fisheries Mitigation Plan ([§6.4.12])
- Environmental Mitigation Plan ([§6.4.13])
- Community Outreach Plan ([§6.4.14])
- Visibility and Viewshed Impacts ([§6.4.15])
- Economic Benefits Plan ([§6.4.16]) (Note: corresponding narrative to Offer Data Form tables V1, V2, and V3 and, if applicable, corresponding narrative to Offer Data Form tables V1C, V2C, and V3C)

Should satisfy the evaluation criteria detailed in Section 3.2 and provide a detailed and complete account per the Proposal Narrative descriptions in Section 6.4 of ORECRFP18-1.

Public and Confidential versions should be duly marked.
Offer Pricing Forms

Appendix G: Offer Data Form
One for each distinct Proposal per §2.1.2

Appendix H: Master Offers Form
One consolidated form representing the entire Proposal package
Proposal Certification

ORECRFP18-1 – Appendix B

• Proposal Certification

• Proposer must complete and submit the Proposal Certification in Appendix B.

• The Proposal Certification must be signed (per Proposal) by an authorized officer or other duly authorized representative of Proposer.
Exceptions to Agreement

ORECRFP18-1 – Appendix F – Offshore Wind Renewable Energy Certificate Standard Form Purchase and Sale Agreement

• **Optional** to provide a redlined markup to Appendix F and an explanation and justification for each proposed change
• Limited ability to alter the terms of the Agreement
• No impact on scoring or evaluation of the Proposal
General Conditions – I/II

State Finance Law Sections 139-j & 139-k
Proposer must certify that he/she will comply with State Finance Law sections 139-j and 139-k and provide a disclosure statement regarding whether Proposer has been found non-responsible under section 139-j of the State Finance Law within the previous four years.

Tax Law Section 5-a
Prior to entering an agreement with NYSERDA >$100,000, Proposer to certify to the Department of Taxation and Finance whether the contractor, its affiliates, its subcontractors and the affiliates of its subcontractors have registered with the Department to collect New York State and local sales and compensating use taxes. ST-220-TD [http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf].

Omnibus Procurement Act of 1992
New York State policy to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises, as Proposers, subcontractors, and suppliers on its procurement Agreements. Information and Directories per Section 8.4.
Proprietary Information (§8.1)
Consideration should be given before confidential information is submitted to NYSERDA as part of any Proposal. Proposers should consider and review whether information is critical for evaluation, and whether general, non-confidential information may be adequate for review and evaluation purposes. The NYS Freedom of Information Law, Public Officers law, Article 6, provides for public access to information NYSERDA possesses.

Information submitted to NYSERDA that Proposer wishes to have treated as proprietary, and confidential trade secret information, should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should be excepted.

- Committee on Open Government website: http://www.dos.state.ny.us/coog/foil2.html
- Public Officers Law, Section 89(5)
- 21 NYCRR, Part 501: http://www.nyserda.ny.gov/en/About/~/media/Files/About/Contact/NYSERDAREgulations.ashx

Press Releases and Media Contact (§8.6)
Proposer shall not distribute any press release or contact the media until after the Agreement is executed by both parties and any New York State press releases regarding the awards have been issued. NYSERDA reserves the right to make public, after the fifth anniversary of the Award Notification Date, the Agreement executed with any awarded Project.

Matt Vestal, Technical Advisor
Evaluation Overview

Scoring Committee

NYSERDA will engage a Scoring Committee comprised of experts in electricity markets and renewable energy project design, NYSERDA staff members, and member(s) of the New York State Department of Public Service.

Recognizing further the highly specialized nature of various aspects of this Solicitation, the Scoring Committee may be further supported by non-scoring technical and sectoral experts in such diverse areas as:

- Economic Benefits and Job Creation
- Transmission and Interconnection
- Ports and Infrastructure Investments
- Environmental Mitigation Plans
- Fisheries Mitigation Plans

All members of the Scoring Committee will be duly screened for conflict.

The Scoring Committee will evaluate Proposals to determine whether they meet each of the eligibility requirements defined in §2.1. Proposals that fail to meet these requirements may be ineligible for an award.
Evaluation Overview

Scoring System

NYSERDA will employ a scoring system that weights price and non-price factors, for a maximum total of 100 points, as follows:

10% Project Viability – Non-Price Evaluation
20% New York Economic Benefits – Non-Price Evaluation
70% Offer Prices: Price Evaluation

The Scoring Committee will award points for the non-price evaluation components of each Proposal (project viability and New York economic benefits).

NYSERDA RESERVES THE RIGHT TO REJECT OR ACCEPT ANY OR ALL PROPOSALS.
Non-Price Evaluation: Project Viability (10%)

The project viability evaluation considers a series of factors that demonstrate whether the proposed Project can reasonably be expected to be in service on or before the proposed Commercial Operation Date and remain operational through the Contract Deliver Term.

To maximize the score received under this scoring component, Proposers must:

• provide evidence that Project development plans are sufficiently mature, and technically and logistically feasible;
• that Proposers have sufficient experience, expertise, and financial resources to execute the development plans in a commercially reasonable and timely manner; and
• that the Project as proposed can be developed in a manner which is sensitive to ocean users and coastal communities.

Project Viability categories to be evaluated by the Scoring Committee include:

• 3.2.1 Permitting Plan and Status
• 3.2.2 Financing Plan
• 3.3.3 Developer Experience
• 3.3.4 Proposed Technology
• 3.2.5 Development and Logistics Plan
• 3.2.6 Interconnection and Delivery
• 3.2.7 Proposed Commercial Operation Date
• 3.2.8 Community Outreach
• 3.2.9 Fisheries and Environmental Mitigation Plans
• 3.2.10 Visibility and Viewshed Impacts
• 3.2.11 Energy Resource Assessment
Non-Price Evaluation: Economic Benefits (20%) I/II

- **Incremental Economic Benefits**
  Those economic benefits within the categories specified in Appendix C that a Proposer can demonstrate: (1) will accrue subsequent to an award under this RFP, (2) would not have accrued but for the award of a contract under this RFP, and (3) are not contingent on the support, funding, investment, or cooperation of New York State or its instrumentalities.

- **Contingent Economic Benefits**
  Contingent Economic Benefits claims include those that are contingent on support, funding, investment, or cooperation of New York State or its instrumentalities, related to the development, refurbishment, or expansion of port facilities in New York State that are in addition to New York State’s standard economic development support and incentive programs [https://esd.ny.gov/industries/cleantech-and-renewable-energy](https://esd.ny.gov/industries/cleantech-and-renewable-energy). Any Contingent Economic Benefits claim should align with needs identified by New York State through its Jobs and Supply Chain Technical Working Group.
Non-Price Evaluation: Economic Benefits \((20\%)\) II/II

Category 1: Project-specific spending and job creation

Category 2: Investment in Supply Chain and Infrastructure Development

Category 3: Input activities for the NY OSW Supply Chain, Workforce, and R&D

Quantifiable + Verifiable:

“Incremental Economic Benefits” and “Contingent Economic Benefits”

Economic Benefits Plan and RFP Appendix G – Offer Data Form tables V-1/2/3 and Tables V-1C/2C/3C

Categories 1 and 2
to facilitate comparison by the Scoring Committee between Project submissions with larger or smaller Offer Capacities, the total of such adjusted claimed expenditures and investments will be unitized by dividing each Proposal’s eligible claims by the Offer Capacity offered in the Proposal.

Category 3
Proposals will be assessed on the scale of the likely impact of the proposed actions and the firmness of the commitments. Proposals will be scored on the number, range, maturity, firmness, and credibility of the commitments being made and the scale of the potential benefits. In awarding points in Category 3, the Scoring Committee will consider the:

1. nature, quantity and importance of the proposed claims;
2. effectiveness of the approach to developing the proposed claims;
3. supporting documentation to substantiate the nature, firmness and maturity of their commitments, including, for example, letters of support, memoranda of understanding, letters of intent, option agreements, or binding contracts.

For evaluation purposes, additional weight will be attributed by the Scoring Committee to those expenditures and investments that are firm and credible and that create persistent and sustainable institutional or worker capabilities in New York State, as well as those expenditures and investments expected to lower the cost of future offshore wind projects, both to the State and the region.
Two separate offer prices are required for each Proposal. One offer will be for a Fixed OREC price, and the other will be for an adjustable OREC price based on an offer strike price using an Index OREC price. The two offers will be weighted according to the procedure noted in Section 4.3, and the price component of the Proposal will be scored based on the combined weighted value of both offers.

**NYSERDA may select either price structure as the Applicable OREC Price Method.** NYSERDA’s decision will be based upon NYSERDA’s projection of the different relative costs of the Fixed ORECs and Index ORECs over the life of the contract.

If NYSERDA selects the Fixed OREC Price, the Fixed OREC Price shall remain the Applicable OREC Price Method for the entire Contract Delivery Term. If NYSERDA selects the Index OREC Price, the Index OREC Price shall remain the Applicable OREC Price Method unless and until such Index OREC Price is invalidated, as further described in Section 4.01 of the Agreement.
Price Evaluation (70%) II/III

Fixed OREC

\[ \text{Monthly OREC Price} = OSP^{\text{Fixed}}, \quad OSP^{\text{Fixed}} = \text{Fixed OREC Strike Price (}\$/\text{MWh}) \]

Index OREC

\[ \text{Monthly OREC Price} = OSP^{\text{Index}} - \text{REP} - \text{RCP}; \quad OSP^{\text{Index}} = \text{Index OREC Strike Price (}\$/\text{MWh}) \]
\[ \text{REP} = \text{Reference Energy Price (}\$/\text{MWh}) \]
\[ \text{RCP} = \text{Reference Capacity Price (}\$/\text{MWh}) \]

\[ RCP = \frac{RUP \times UPF \times IC \times 1,000}{OQ} \]
\[ RUP = \text{Reference UCAP Price (}\$/\text{kW} - \text{month}) \]
\[ UPF = \text{UCAP Production Factor (decimal fraction}) \]
\[ IC = \text{Installed capacity (ICAP) of the generator (MW)} \]
\[ OQ = \text{Metered delivered energy (MWh)} \]

Appendix G: Offer Data Form

38% or Proposal-specific value for winter/summer capability periods
Levelized Net OREC Cost (LNOC)

\[ LNOC_p = \frac{PVNOC_p}{PVOQ_p} \]

I. Hybrid LNOC Index Value
The dual Fixed OREC and Index OREC offer strike prices will be evaluated with a hybrid LNOC calculated by using constant weighting factors to combine the separate LNOC values for the Fixed OREC and Index OREC forms of pricing.

Weighting factors: 0.1 for the Fixed OREC LNOC
0.9 for the Index OREC LNOC

II. Benchmark LNOC Price
Prices in excess of Benchmark LNOC will be ineligible for award.

\[ PVNOC_{p,Fixed} = \text{PV of Net OREC Cost for Proposal } p, \text{ pricing form Fixed (}$ PV) \]
\[ = \sum_{y=2019}^{y=2050} \left[ \sum_{m=1}^{m=12} \left( OSP_{p,Fixed}^{m,y} \times OQ_{p,m,y} \right) + (1 + NDR)^{(y-y_b)} \right] \]

\[ PVNOC_{p,Index} = \text{PV of Net OREC Cost for Proposal } p, \text{ pricing form Index (}$ PV) \]
\[ = \sum_{y=2019}^{y=2050} \left[ \sum_{m=1}^{m=12} \left( OSP_{p,Index}^{m,y} - RPE_{m,y}^{Fixed} - RPC_{m,y}^{Fixed} \right) \times OQ_{p,m,y} \right] + (1 + NDR)^{(y-y_b)} \]

\[ PVOQ_p = \text{PV of OREC delivery quantities for Proposal } p \text{ (MWh)} \]
\[ = \sum_{y=2019}^{y=2050} \left[ \sum_{m=1}^{m=12} OQ_{p,m,y} \right] + (1 + RDR)^{(y-y_b)} \]

\[ OQ_{p,m,y} = \text{OREC delivery quantity for Proposal } p \text{ applicable to month } m \text{ of calendar year } y \text{ (OREC or MWh)} \]

\[ RPE_{m,y}^{Fixed} = \text{Predicted Reference Energy Price index for month } m \text{ in calendar year } y \text{ (nominal }$/\text{MWh}) \]

\[ RPC_{m,y}^{Fixed} = \text{Forecasted Reference Capacity Price index for month } m \text{ in calendar year } y \text{ (nominal }$/\text{MWh}) \]

NDR = Nominal Discount Rate (decimal)
INF = Inflation Rate (decimal)
RDR = (1 + NDR) / (1 + INF) – 1 = Real Discount Rate
Y_b = Base year for cost and PV

NDR = 6.55%
INF = 2.0%
Preliminary Ranking, Portfolio Evaluation and Final Award Group

NYSERDA RESERVES THE RIGHT TO REJECT OR ACCEPT ANY OR ALL PROPOSALS.

Note: Conceptual Diagram, For Discussion Purposes Only
ORECRFP18-1: Contract Commitments Relating to Considerations Identified in the Offshore Wind Order

Greg Lampman
Program Manager, Environmental Research
Contract Commitments Relating to Considerations Identified in the Offshore Wind Order (Case No. 18-E-0071)

- Fisheries Mitigation and Environmental Mitigation Plans
- Consultation with New York State Agencies
- Participation in NYSERDA Technical Working Groups (TWGs)
- Site and Environmental Transparency
- Lighting Controls
- New York State Supplier Opportunity

Appendix D
Elements of the Fisheries Mitigation Plan

As stated in Section 2.2.7 of the RFP, the Proposer must submit as part of its Proposal, a Fisheries Mitigation Plan ("Plan") in order to balance the interests of responsible offshore wind energy developers with important commercial and recreational fishery resources and use that may be present in the Project area. The Plan should detail, to the extent practical, specific measures the Proposer will take to avoid, minimize, and/or mitigate potential impacts of the Project on fish and fisheries. Where specific measures are not known for a specific category of impact at the time of preparing the Plan, the Proposer shall indicate the methods the Proposer will use to work collaboratively with the State, federal agencies, and other stakeholders to define, evaluate, minimize, and/or mitigate impacts. Where no specific measures are known for a specific category of impact at the time of preparing the Plan, the Proposer shall indicate the methods the Proposer will use to work collaboratively with the State, federal agencies, and other stakeholders to define, evaluate, minimize, and/or mitigate impacts. The Plan should provide a roadmap for the Proposer to implement its plan to protect and recover from the Project and operate in the Project area in a way that is consistent with the mitigation hierarchy.

Appendix E
Elements of the Environmental Mitigation Plan

As stated in Section 2.2.6 of the RFP, the Proposer must submit as part of its Proposal, an Environmental Mitigation Plan ("Plan") in order to balance the interests of responsible offshore wind energy developers with important commercial and recreational fishery resources and use that may be present in the Project area. The Plan should detail, to the extent practical, specific measures the Proposer will take to avoid, minimize, and/or mitigate potential impacts of the Project on fish and fisheries. Where specific measures are not known for a specific category of impact at the time of preparing the Plan, the Proposer shall indicate the methods the Proposer will use to work collaboratively with the State, federal agencies, and other stakeholders to define, evaluate, minimize, and/or mitigate impacts. Where no specific measures are known for a specific category of impact at the time of preparing the Plan, the Proposer shall indicate the methods the Proposer will use to work collaboratively with the State, federal agencies, and other stakeholders to define, evaluate, minimize, and/or mitigate impacts. The Plan should provide a roadmap for the Proposer to implement its plan to protect and recover from the Project and operate in the Project area in a way that is consistent with the mitigation hierarchy.
Contract Commitments Relating to Considerations Identified in the Offshore Wind Order (Case No. 18-E-0071)

- Fisheries Mitigation and Environmental Mitigation Plans
- **Consultation with New York State Agencies**
- Participation in NYSERDA Technical Working Groups (TWGs)
- Site and Environmental Transparency
- Lighting Controls
- New York State Supplier Opportunity
Contract Commitments Relating to Considerations Identified in the Offshore Wind Order (Case No. 18-E-0071)

- Fisheries Mitigation and Environmental Mitigation Plans
- Consultation with New York State Agencies
- Participation in NYSERDA Technical Working Groups (TWGs)
- Site and Environmental Transparency
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Contract Commitments Relating to Considerations Identified in the Offshore Wind Order (Case No. 18-E-0071)

- Fisheries Mitigation and Environmental Mitigation Plans
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- Participation in NYSERDA Technical Working Groups (TWGs)
- Site and Environmental Transparency
- Lighting Controls
- New York State Supplier Opportunity

Site and Environmental Data Transparency (see § 2.2.5)
Proposers must agree to make publicly available any information or data and supporting metadata that is developed in furtherance of a Project and relates to environmental characteristics, or use by wildlife, of any offshore, nearshore or onshore areas, as well as any data sponsored or developed by a contract awardee relating to the potential impacts of the construction, operation, or decommissioning of a Project on the environment and wildlife of such areas ("Site and Environmental Data").

Site and Environmental Data includes information that a contract awardee develops before, during, and after this RFP process, and includes information relating to:

1. Air quality and emissions
2. Water quality
3. Fish and fish habitats
4. Birds and bats
5. Marine mammals and sea turtles
6. Benthic communities
Contract Commitments Relating to Considerations Identified in the Offshore Wind Order (Case No. 18-E-0071)

- Fisheries Mitigation and Environmental Mitigation Plans
- Consultation with New York State Agencies
- Participation in NYSERDA Technical Working Groups (TWGs)
- Site and Environmental Transparency
- Lighting Controls
- New York State Supplier Opportunity

**Lighting Controls (§2.2.6)**

Proposers must agree to install lighting controls to minimize nighttime visibility. NYSERDA will require that any wind turbines installed by a contract awardee in furtherance of such Contract employ aircraft detection lighting systems ("ADLS") in order to meet Federal Aviation Administration obstruction lighting requirements while minimizing lighting-related visual impact and impacts on avian species. In the event that ADLS systems do not meet Federal Aviation Administration Requirements or another technology produces a better outcome, the best available approved technology may be used upon consultation and approval of NYSERDA. Inclusion of ADLS, or an alternative approved by NYSERDA, in a contract awardee’s COP submitted to BOEM will also be a requirement of any Contract.
Contract Commitments Relating to Considerations Identified in the Offshore Wind Order (Case No. 18-E-0071)

- Fisheries Mitigation and Environmental Mitigation Plans
- Consultation with New York State Agencies
- Participation in NYSERDA Technical Working Groups (TWGs)
- Site and Environmental Transparency
- Lighting Controls

**New York Supplier Opportunity (see § 2.2.9)**

Proposer (or its Major Suppliers) must communicate all opportunities for contracts with an anticipated contract value of ≥$5 million to a New York State vendor list maintained by NYSERDA and must agree to provide New York companies with the opportunity to offer to provide goods and services, except for the provision of goods and services that cannot practically be performed by the New York State supply chain at this time.

[Link to New York State Supplier Opportunity Database](https://www.nyserda.ny.gov/All-Programs/Programs/Offshore-Wind/Economic-Opportunities/Supply-Chain-Database)
Post-Award Process & Appendix F: Agreement

Peter Keane
Deputy General Counsel
Article II: Purchase and Sale of ORECs

ORECs

• Only products Seller is selling and NYSERDA is buying under this Agreement are ORECs and all rights, title, and interest associated with those ORECs. Seller is not selling to NYSERDA and NYSERDA is not purchasing any electric energy, capacity, or ancillary services associated with the Selected Project.

• The right, title, and interest to the ORECs NYSERDA is acquiring under this Agreement shall include perpetual and exclusive right to claim or represent the ORECs and the underlying Environmental Attributes and environmental benefits (reductions in emissions and/or pollution) resulting from the selected project and the Offshore Wind Standard and exclusive rights to sell, assign, transfer, or otherwise transact any of the ORECs NYSERDA acquires.

Maximum Project Capacity and Annual OREC Cap

• Seller shall deliver to NYSERDA the report of an Independent Engineer demonstrating that the Operational Installed Capacity of the Selected Project is no greater than the Maximum Project Capacity (Offer Capacity x 1.05).

• NYSERDA to be notified of any intended offshore wind buildout within same lease area, and its differentiation and separate accounting from the Project

• NYSERDA is obligated to purchase from Seller only ORECs up to the maximum Annual OREC Cap (1.1 x P10 Annual OREC Exceedance).

• Prior to Commercial Operation, with NYSERDA’s written consent, Seller may adjust the P10 Annual OREC Exceedance (and, therefore, the Annual OREC Cap) to reflect changes in the technical or meteorological assumptions upon which the prior estimate was based or changes in the capacity of the Selected Project up to the Maximum Project Capacity. Seller retains ownership of and all rights to ORECs that exceed the Annual OREC Cap.

Transfer

• Seller shall transfer ORECs up to the Annual OREC Cap to the NYSERDA NYGATS Account on a monthly basis via a Forward Certificate Transfer. At the time of transfer by Seller to NYSERDA, the ORECs shall be free and clear of all liens, judgments, encumbrances and restrictions.
Article III: Electricity Delivery Requirements

Interconnection to the New York Control Area

- The Actual Production associated with the ORECs for Selected Projects that inject the energy generated by the Selected Project directly into the New York Control Area must either be:
  (a) delivered into a market administered by the NYISO for end-use in New York State,
  (b) delivered through a wholesale meter under the control of a utility, public authority or municipal electric company such that it can be measured, and such that consumption within New York State can be tracked and verified by such entity or by the NYISO, or
  (c) delivered through a dedicated generation meter at the Delivery Point that shall be compliant with the requirements and standards stated in Section 5.3 of the NYGATS Operating Rules.

External Selected Project (“Wheeling”)

- The Actual Production associated with the ORECs for a Selected Project interconnecting in a control area adjacent to the New York Control Area shall be scheduled, delivered to, and settled in the NYISO energy market in each hour via the NYISO or on a bilateral basis to a New York State load-serving entity or end user.
- Seller shall provide the North American Electric Reliability Corporation (NERC) tag information from the OATI (Open Access Technology International) System, including tag fields Sending and Receiving Control Areas (CA) and Purchasing/Selling Entity (PSE) Name and Number, identifying within the notes section of the tag the Selected Project and the Selected Project’s NYGATS ID number.
- Compliance with this delivery requirement shall be verified by NYGATS, which shall require an attestation from the importer that the information contained in the NERC tag is accurate and identifies the electricity generated by the Selected Project as the electricity associated with the import.
- Delivery of electric energy during the Contract Delivery Term that complies with this External Selected Project Electricity Delivery Requirement will be sufficient to support the creation of ORECs by NYGATS.
- The number of ORECs created will be the lesser of the hourly energy delivered at the Delivery Point or the hourly meter reading of the Actual Production of the Selected Project measured at the Injection Point.
- Bilateral Sales: Electric energy from the selected project sold on a bilateral basis will produce ORECs and NYSERDA will purchase those ORECs provided that the energy is delivered into the NYCA in accordance with the delivery requirement.
**Article IV, V: Pricing, Payment, and Adjustments**

**Fixed or Index OREC Pricing**
- Upon finalization of award to Seller, NYSERDA will notify Seller whether NYSERDA has selected Seller’s Fixed OREC offer or Seller’s Index OREC offer for award.

**Index OREC Pricing**
- For each month, the Index OREC Price shall equal the Index OREC Strike Price minus the Reference Energy Price minus the Reference Capacity Price.
- NYSERDA shall calculate the Reference Energy Price and the Reference Capacity Price for each month using NYISO day-ahead energy markets and monthly spot markets, respectively.
- Within fifteen (15) days after the conclusion of each month, NYSERDA shall inform Seller of the Monthly OREC Price for that month.

**Invoicing, Payments, and Adjustments**
- Seller shall submit monthly invoices for the ORECs transferred by Seller into the NYSERDA NYGATS Account and associated with the Actual Production in the prior month during the Contract Delivery Term.
- The amount payable to Seller with respect to each monthly invoice shall be the product of: (a) the number of ORECs associated with the Actual Production during the prior month and transferred to the NYSERDA NYGATS Account, and (b) the Monthly OREC Price for the prior month, up to the Annual OREC Cap.
- For Negative Monthly OREC Pricing, NYSERDA shall make no payment to Seller for that month and instead shall record a Monthly Debit to be deducted from each subsequent month’s payment by NYSERDA until the Monthly Debit is fully recovered. Any Monthly Debit that goes unrecovered for twelve months shall be settled by Seller in cash within 30 days of the conclusion of such twelve-month period, except that all Monthly Debits outstanding at the conclusion of the Contract Delivery Term shall be settled by Seller in cash within 30 days of the conclusion of the Contract Delivery Term.
- NYSERDA may conduct true-up adjustments reflecting NYGATS or NYISO true-up procedures based on actual metered production data measured at the Injection Point or Delivery Point and/or the number of ORECs transferred.
Changes in Law

- **Change of Law:** In the event that the Index OREC Price is invalidated by a final, unstayed judgment of a court of competent jurisdiction, NYSERDA shall notify Seller that the Applicable OREC Price shall be the Fixed OREC Price. From the date that NYSERDA so notifies Seller until the end of the Contract Delivery Term, the Applicable OREC Price shall remain the Fixed OREC Price unless and until a change in Applicable Law occurs that once again renders the Index OREC Price lawful notwithstanding previously being held invalid.

- In the event that a change in Applicable Law after the Effective Date (i) materially reduces NYISO Capacity Market revenues available to offshore wind facilities that participate in the Offshore Wind Standard program, as a class, and (ii) does not apply generally to all generation facilities in NYISO but does apply selectively based on generator fuel type (such as through a minimum offer price requirement) or receipt of compensation for Environmental Attributes, the Parties shall negotiate in good faith to agree mutually to amend the definition of Reference Capacity Price in this Agreement to reflect a more accurate index capacity price for offshore wind facilities that receive compensation for environmental attributes, which shall be a Reference Capacity Price of zero in the event such change in Applicable Law has the effect of excluding offshore wind facilities that participate in the Offshore Wind Standard program from the NYISO Capacity Market; provided that this obligation to amend the Agreement shall apply only if Seller has selected a UCAP Production Factor greater than zero.

- In the event that a change in Applicable Law after the Effective Date eliminates the NYISO Capacity Market entirely and without replacement, the Parties agree the Reference Capacity Price shall be zero.

- In the event that a change in Applicable Law after the Effective Date changes the price structure, zonal structure, or terminology used in either the NYISO Energy Market or NYISO Capacity Market such that the calculation of Reference Energy Price or Reference Capacity Price as described in Section 4.03 of this Agreement becomes impossible or can no longer reasonably fulfill the objective of providing an index of market energy and capacity prices in the coastal and near-coastal areas of New York State, the Parties shall negotiate in good faith to amend this Agreement to make such conforming changes as are necessary to achieve that objective; provided that this obligation to amend the Reference Capacity Price shall apply only if Seller has selected a UCAP Production Factor greater than zero.
Article VI: Reporting

Documents within 30d of Award
• Seller to provide: certificates confirming corporate good standing; certificates confirming Seller’s authority and resolutions; and rendering of the site layout plan (in shapefile format).

Monthly Reports
• Seller to provide Monthly Reports on generation and delivery data including detailed market accounting settlement
• Seller may be required to waive confidentiality from an energy market administrator or transmission/distribution system for the direct transfer to NYSERDA of transactional and/or delivery information and data pertinent to the verification of attribute creation and electricity delivery.

Quarterly Progress Reports
• Seller to provide quarterly Progress Reports following the Effective Date through commencement of the Contract Delivery Term including:
  o Progress in obtaining and securing environmental permits and local approvals
  o States of development and/or construction planning or activities
  o Status of the interconnection process between the Project and NYCA
  o Purchases, delivery, and/or installation of major equipment
  o Activities pursuant to the Community Outreach Plan
  o Status of Seller’s activities associated with the New York State Supplier Opportunity
  o Updates to the Fisheries and Environmental Mitigation Plans
  o Estimated date for Commercial Operation
  o Written attestation prepared by a New York State independent certified public accountant or other qualified party confirming that the Prevailing Wage requirement is being met

Notifications
• Seller to provide notice within 10 days of any event that could reasonably cause a material delay in any of the activities listed above.

Seller to keep records through Agreement period + 7 years.

NYSERDA maintains the right to audit any and all books pertaining to the Agreement.
Article XII: Economic Benefits, Fisheries, and Environmental Obligations

Economic Benefits Report and Verification

- According to Appendix C Seller to submit Economic Benefits Report 3y + 120D following commencement of the Contract Delivery Term, pursuant to definitions, processes, and best practices noted under Appendix C.3 Post-Award Verification.
- Economic Benefits Report shall calculate and verify the actual Economic Benefits and included in the Expected Total Dollars that have resulted from the Seller’s activities.
- Contractual reporting and verification requirements for Contingent Economic Benefits will be negotiated separately following award to determine inclusion in the Expected Total Dollars and/or how such benefits will be included in the Economic Benefits Report and/or the determination of Economic Benefits Shortfall.

Economic Benefits Shortfall

- In the event of a Shortfall, Seller shall (1) provide NYSERDA with a plan to rectify the shortfall using reasonably comparable means; OR, (2) pay to NYSERDA the Economic Benefits Shortfall, OR (3) deducted shortfall against payments owed to Seller by NYSERDA under Article IV: Pricing and Payment.
- Agreement(s) awarded on the basis of contingent Economic Benefits Claims where corresponding agreements with such implicated parties fail to conclude successfully within one year of project award, this outcome will not be considered an Economic Benefits Shortfall. Rather, this Agreement will default to cover the conformed equivalent project but for the contingency of support by New York State.

Fisheries and Environmental Mitigation Plans

- Provided as Exhibits E and F to the Agreement, respectively
- To evolve as a result of the State Agency consultation and Technical Working Group participation
- To be amended from time to time pursuant to BOEM interactions and federal Site Assessment Plan (SAP) and Construction and Operations Plan (COP) review
- Updates noted in Quarterly Progress Reports to NYSERDA
Article XIII: Events of Default

Events of Default

- Warranties and Guarantees – Section 15.05
- Other Obligations – Sections 2.01, 2.03, 4.05, 6.04, 7.01 and 12.02 of this Agreement
- Voluntary Proceedings
- Involuntary Proceedings
- Interconnection
- Abandonment – other than transfer, Force Majeure (Article XVI), or Event of Default by Buyer
- Failure to Provide Additional Contract Security – Section 15.02
- Prevailing Wage Default – Section 18.10
- Failure to Make Payment

Effect of an Event of Default

- Non-defaulting Party shall be entitled to suspend performance of its obligations under this Agreement until the earlier of such time as
  a) such Event of Default has been cured, OR
  b) the non-defaulting Party has elected to terminate this Agreement pursuant to Article XIV Termination.
- Notwithstanding the foregoing, for any default by Seller prior to commencement of Commercial Operation by the Selected Project (or portion thereof), NYSERDA shall be entitled only to Stipulated Damages pursuant to Article XV, Section 15.07.
Article XVIII: Additional Provisions

Prevailing Wage (§18.10)
All laborers, workmen and mechanics (per NYS Labor Law Article 8) performing construction activities within the United States (including federal waters) with respect to the Project (including assembly, staging, installation, erection, and placement of the Project and its electrical interconnection as well as those construction activities related to start-up and commissioning of the Project) whether through long-term or short-term employment, must be paid wages and benefits in not less than the Prevailing Rates.

Project Labor Agreement (§18.11)
• Each awardee will be required to present to NYSERDA for its review, within 30 days of the date of the Bureau of Ocean Energy Management’s (BOEM) approval of the Construction and Operation Plan (COP) for the Project, a plan outlining its intentions with respect to the negotiation of a PLA to cover all construction activities on the Project. A final PLA consistent with this Section shall be presented to NYSERDA for review and approval within 180 days of BOEM’s approval of the COP for the Project.
• In the event that, after good faith negotiations and mediation, NYSERDA determines that satisfactory completion of PLA negotiations is no longer practicable, then NYSERDA may require the Seller to provide, in addition to the data and information otherwise to be maintained and that may be requested by NYSERDA pursuant to Sections 6.02, 6.04, 12.01 and 18.10, (i) a workforce development plan, and (ii) a plan to implement, or information showing the completion of, appropriate worker safety training programs.
• NYSERDA’s review of any agreed-upon PLA will be based on the specific terms of the negotiated PLA and will take into account the best interests of NYSERDA with respect to the Project, and the public it serves, and will include consideration of Project viability, the cost-effectiveness of the PLA, and the need for timely Project completion.
ORECRFP18-1 Section 7 Post-Award Process

Provision of Contract for Execution, Contract Security

- NYSERDA will prepare a conformed copy of the Agreement (Appendix F) which will be delivered to the awarded Proposer, for Proposer’s execution and return.

- Proposers will be required to provide Contract Security as described in Article XV of the Agreement via Cash/Certified Funds/ or Letter of Credit per section 15.03, 15.04 (Exhibit B)

**Section 15.01. Initial Contract Security**
On or before the Effective Date, an amount equal to the product of the Offer Capacity (in MW) x $5,000.

**Section 15.02. Additional Contract Security**
On or before January 1, 2023, an amount equal to the product of the Uncompleted Offer Capacity (in MW) x $20,000. Every 12 months thereafter, Seller shall provide incremental additional Contract Security in an amount equal to the product of the Uncompleted Offer Capacity (in MW) x $10,000, until such time as the Operational Installed Capacity equals to or exceeds the product of 0.95 multiplied by the Offer Capacity.

For the terms of Refund/Retention/or Damages related to the Security refer to Sections 15.04-15.07 of the Agreement.
**Schedule – Reminder!**

All Eastern Time (ET):

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Release Date</td>
<td>November 8, 2018</td>
</tr>
<tr>
<td>Proposers Conference</td>
<td>November 29, 2018, 10:00 a.m.</td>
</tr>
<tr>
<td>Deadline for Submission of Written Questions</td>
<td>December 6, 2018, 3:00 p.m.</td>
</tr>
<tr>
<td>Responses to Written Questions Posted</td>
<td>December 13, 2018</td>
</tr>
<tr>
<td>Deadline for Notice of Intent to Propose</td>
<td>December 20, 2018, 3:00 p.m.</td>
</tr>
<tr>
<td>Deadline for NYSERDA Portal Registration</td>
<td>February 7, 2019, 3:00 p.m.</td>
</tr>
<tr>
<td>Deadline for Submission of Proposals</td>
<td>February 14, 2019, 3:00 p.m.</td>
</tr>
<tr>
<td>NYSERDA Award Notification Date</td>
<td>April 2019</td>
</tr>
<tr>
<td>Contract(s) Executed</td>
<td>June 2019</td>
</tr>
</tbody>
</table>

offshorewind@nyserda.ny.gov
Questions?

Contact Us:

Website: nyserda.ny.gov/offshorewind
Email: offshorewind@nyserda.ny.gov