



# ORECRFP18-1

## Responses to Written Questions

12/13/2018

### General Questions

**1. Will the presentation recording and presentation be made publicly available?**

Links to the slides from the Proposers' Conference webinar as well the recording of the webinar are now available on NYSERDA's Offshore Wind [2018 Solicitation webpage](https://www.nyscrda.ny.gov/offshore-wind-2018-solicitation) (<https://www.nyscrda.ny.gov/offshore-wind-2018-solicitation>).

**2. Appendix F (P&S) was posted as a pdf, can a Word version be posted to allow for easy redlining?**

A Microsoft® Word (.docx) version of ORECRFP18-1 Appendix F – Offshore Wind Renewable Energy Certificate Standard Form Purchase and Sale Agreement is now available on NYSERDA's Offshore Wind [2018 Solicitation webpage](https://www.nyscrda.ny.gov/offshore-wind-2018-solicitation) (<https://www.nyscrda.ny.gov/offshore-wind-2018-solicitation>).

**3. What environmental requirements are needed for the project?**

Awarded developers will be required to secure all state and federal environmental permits for the Selected Project. A list of the relevant regulations is available in the following [report](https://www.nyscrda.ny.gov/-/media/Files/Publications/Research/Biomass-Solar-Wind/Master-Plan/17-25x-Table-of-Permits-and-Approvals.pdf): <https://www.nyscrda.ny.gov/-/media/Files/Publications/Research/Biomass-Solar-Wind/Master-Plan/17-25x-Table-of-Permits-and-Approvals.pdf>.

In addition to these regulatory requirements, the selected developer(s) will be required to consult with New York State agencies, participate in Technical Working Groups, make publicly available any information or data and supporting metadata this is developed in furtherance of a project, install lighting controls to minimize nighttime visibility, and submit with their Proposal a Fisheries Mitigation Plan and an Environmental Mitigation Plan, as described in Sections 2.2.3 , 2.2.4, 2.1.2.5, 2.2.6, 2.2.7 and 2.2.8 of ORECRFP18-1.

### Eligibility Questions

**4. In Section 2.1.2 of ORECRFP18-1, does the “approximately 400 MW” and associated range of 380-420MW refer to the Project Nameplate capacity, or the capacity net of losses at the Injection Point?**

“Maximum Project Capacity” as defined per ORECRFP18-1 Appendix F – Offshore Wind Renewable Energy Certificate Standard Form Purchase and Sale Agreement refers to the Selected Project's nameplate capacity.

5. **Regarding Maximum Project Capacity, some manufacturers offer "power boost" functions which allow turbines to exceed nameplate capacity. Would the Maximum Project Capacity be based on the published nameplate, or the nameplate capacity plus any power boost?**

"Maximum Project Capacity" will be based on nameplate capacity. See response to Question 4.

6. **2.1.6 (and 3.2.7): Are there any requirements (i.e., acceptable range or outside date) for the Commercial Operation Date, or is the Seller free to propose any Commercial Operation Date? Will NYSERDA give preference to projects with certain Commercial Operation Dates?**

Per ORECRFP18-1 Section 2.1.6, Contract Delivery Term, "Each Proposal must specify an expected Commercial Operation Date" and Section 3.2.7 Proposed Commercial Operation Date, "Proposer must provide a proposed Commercial Operation Date, accounting for the permitting, financing, interconnection, and other development milestones associated with the Proposal." NYSERDA does not stipulate a prescribed Commercial Operation Date but reminds Proposers of New York State's objectives under the Clean Energy Standard as detailed in Section 1 Introduction.

Regarding preference to certain dates, per Section 3.2.7, "Proposals with an earlier proposed Commercial Operation Date may receive higher project viability scores so long as the Scoring Committee concludes that the proposed Commercial Operation Date is reasonable and is supported by the overall Proposal, including the Project Schedule submitted by Proposers in accordance with Section 6.4.10 of this RFP."

Per Appendix F – Offshore Wind Renewable Energy Certificate Standard Form Purchase and Sale Agreement, Article VI, Section 6.02 Progress Reports, whereby "Beginning on the first such date following the Effective Date, and continuing through the commencement of the Contract Delivery Term, Seller shall provide quarterly written progress reports to NYSERDA [...] which shall describe at a minimum [...] (g) an estimated date for Commercial Operation" NYSERDA further reminds Proposers of their need to advise NYSERDA of any changes related to the Commercial Operation Date specified by the Proposer.

## Interconnection and Delivery Questions

7. **Section 1.5 of the draft RFP states that "[e]ach Alternate Proposal that has a different installed capacity, transmission system, delivery point, technical configuration, and/or expected Commercial Operation Date will require an additional \$40,000 proposal fee." If a bidder is evaluating two potential interconnection points for a project, is the bidder required to submit a separate proposal for each interconnection point? In other words, is each proposal required to have a single proposed interconnection point or can a single proposal have two potential interconnection points?**

Per ORECRFP18-1 Section 2. Project Eligibility Requirements, sub-sections 2.12 Required and Alternate Proposals, and 2.1.5 Interconnection and Delivery, and Appendix F – Offshore Wind Renewable Energy Certificate Standard Form Purchase and Sale Agreement Article III: Delivery Requirements, a single Proposal may spread capacity over any number of clearly identified interconnection points, for contracting as the Injection Point(s).

However, where a Proposer is evaluating more than one interconnection point and intends to use one interconnection point or another, or a varying spread of interconnection capacities between a single location or multiple locations, for example, such variations in configuration would each constitute an Alternate Proposal and Proposer is required to submit a distinct and complete Proposal for each.

8. **2.1.5: Can one interconnection request be shared across multiple Proposals from the same Seller, assuming that the respective capacities in those proposals would work within NYISO or adjacent ISO requirements for increasing/decreasing capacities during the interconnection study process?**

NYSERDA confirms that one interconnection request can be shared across multiple Proposals and further, for the avoidance of doubt, reminds Proposers that each Proposal will need to be submitted separately as Alternate Proposals per Section 2.1.2 of ORECRFP18-1.

9. **3.2.6: What is meant by “provide detail regarding the available capacity...of the proposed Injection Point”? Does this refer to the capacity requested in the interconnection request or to some other metric(s) for transmission grid capacity?**

Per ORECRFP18-1 Section 3.2.6 “Proposals must further provide detail regarding the available capacity, at the time of submission, of the proposed Injection Point” refers to the capacity of the proposed Injection Point which, as defined under Appendix F – Offshore Wind Renewable Energy Certificate Standard Form Purchase and Sale Agreement, “shall be the generator bus or location where the administrator of the local control area measures energy delivery from the Selected Project into the local market.”

10. **Section 3.2.6 of the draft RFP states that “[P]roposals must further provide detail regarding the available capacity, at the time of the submission of the proposed Injection Point.” If a bidder’s interconnection request is still pending in the NYISO queue, what type of demonstration is required regarding the available capacity at a proposed interconnection point?**

NYSERDA requires that the available capacity at the proposed Injection Point be included in a third-party report submitted by the Proposer should such information not be available through the applicable control area as part of the interconnection request process. See Section 6.4.7 of ORECRFP18-1 for a full list of requirements associated with Interconnection and Deliverability.

11. **3.2.6: How will NYSEERDA evaluate interconnections for being “efficient”?**

NYSERDA will consider the alignment of the Project’s proposed nameplate capacity with the hosting capacity at the Injection Point as well as the ability of the Project to be efficiently integrated into New York’s grid. Such considerations will impact the Project Viability scoring for the Proposal as described in Section 3 of ORECRFP18-1.

## Price Evaluation Questions

12. **Can you say if the forecast of the energy reference price that you will be using for comparing bids will include the proposed NYISO CO<sub>2</sub> charge or not?**

Details of the modeling procedures will not be disclosed to Proposers. As noted in Section 4.3 of ORECRFP18-1, “multiple long-run scenarios will be developed, and a probability-weighted average of the individual scenario forecast values will be used as a proxy for expected future energy and capacity prices. Neither the price forecasts nor details of the modeling procedures will be disclosed to Proposers.”

13. **4.1.2: Will or can NYSEERDA make available example calculations (and Excel worksheets) for Reference Energy Price and Reference Capacity price – for example, using actual historical load, energy price and capacity price data – to ensure Seller clarity on methodology?**

NYSERDA has posted an excel workbook with sample calculations of the Reference Energy Price and Reference Capacity Price to the Offshore Wind [2018 Solicitation webpage \(https://www.nyserda.ny.gov/offshore-wind-2018-solicitation\)](https://www.nyserda.ny.gov/offshore-wind-2018-solicitation).

- 14. 4.03: Can NYSERDA provide example calculations for the Reference Energy Price and Reference Capacity Price using historical NYISO published data, to ensure Seller clarity and consistency?**

See response to Question 13.

- 15. For Proposals that exclude capacity, will the Reference Capacity Price component of the offer price evaluation metric be removed? In other words, will Proposals that exclude capacity still be evaluated based on expected Reference Capacity Prices, and how will that be factored into the Levelized Net OREC Cost (LNOC)? The Request for Proposals document does not specify if the Proposal-specific UCAP Production factor will be carried over to the offer price evaluation metric.**

Referring to ORECRFP18-1 Section 4.1.2, the Proposal-specific UCAP prices will be carried over to the offer price evaluation metric (LNOC) calculation of such Proposal.

- 16. 4.1.2: The RFP states that Seller can choose a UCAP Production Factor of 0 for both Summer and Winter capability periods. This will set the RCP in Equation 3 to 0 in the numerator, thereby dropping reference capacity from the Index OREC Pricing. Since the Seller must specify (for bid, and later in Agreement) just the Index OREC Strike Price, the choice of UCAP will not impact the bid Strike Price but would have implications for the resulting Monthly OREC Pricing. Can NYSERDA confirm that: (a) it will not give preference to certain choice of UCAP values, such that Sellers are free to choose without adversely impacting their bid evaluation, and (b) that choice of UCAP value for the purposes of the Proposal do not obligate the Seller to participate (or not participate) in the NYISO capacity market?**

Referring to ORECRFP18-1 Section 4.1.2, Proposers are not obligated to participate (or not participate) in the NYISO capacity market. Additionally, NYSERDA's evaluation will not give preference to certain choices of UCAP values. The choice of UCAP values will impact the Monthly OREC Price through Equations 2 and 3 of the RFP. Section 4.3 of the RFP describes the process for evaluating the offer prices. The Proposal-specific UCAP prices will be carried over to the offer price evaluation metric (LNOC) calculation of such Proposal. A Proposer's choice of UCAP values may therefore impact the Index OREC Strike Price offered by the Proposer.

- 17. 4.4: For the avoidance of doubt, can NYSERDA confirm that the Benchmark LNOC prices (maximum acceptable offer price metric) might be higher or lower than the price results in the recent New England procurements?**

Referring to ORECRFP18-1 Section 4.4, the Benchmark LNOC prices will be informed by a wide array of information sources, including offshore wind contract prices in other jurisdictions. NYSERDA will, in particular, account for the price results in recent procurements held in New England. A number of additional considerations will be factored into the derivation of the Benchmark LNOC prices. Such additional considerations may include, but are not limited to: different hedge efficiency attributes related to the PPA structure used in New England versus the Index or Fixed OREC structure; geotechnical and physical considerations; local spend considerations in New York State, including labor; transmission interconnection and deliverability criteria; the market value of energy and/or capacity; environmental mitigation costs; Project size; and Project timing.

## Contracting Questions

- 18. We are trying to understand if an award of the OREC creates an “binding obligation” to build the offshore wind project associated with such bid. We cannot find any language in the RFP documentation that explains this.**

Referring to ORECRFP18-1 Appendix F – Offshore Wind Renewable Energy Certificate Standard Form Purchase and Sale Agreement, if Seller submits an attestation that it has “relinquished any and all effort to further develop or construct the project”, Section 14.01(c) permits the Seller to terminate the Agreement. Seller may also reduce the capacity of the Selected Project below 95% of the Offer Capacity pursuant to Section 15.05(b). In either case, NYSERDA would retain Contract Security as described in 15.06.

- 19. Definitions - Contract Year: Please confirm that the Contract Year is determined based on the specific COD of a given project (first day of month after COD achieved), such that various projects may have different start and end dates for their respective contract years.**

Yes, the Contract Delivery Term and the first Contract Year will commence on the first day of the month following Commercial Operation, unless delayed by Seller (see definition of Contract Delivery term in ORECRFP18-1 Appendix F – Offshore Wind Renewable Energy Certificate Standard Form Purchase and Sale Agreement).

- 20. 14.01(c) (and Commercial Operation Definition): Can Commercial Operation be achieved at less than 25% of Offer Capacity? Is there any minimum capacity threshold for achieving Commercial operation?**

There is no minimum Operational Installed Capacity. See also response to Question 6.

- 21. 2.1.6: For the avoidance of doubt, is there any Termination trigger, Seller Default or other damages if the Seller is still below 25% of nameplate capacity after utilizing the 1-year Commercial Operation Date extension, assuming Seller is continuing to make commercially reasonable efforts to build out the deficient capacity?**

No. The definition of “Contract Delivery Term” in Article I of ORECRFP18-1 Appendix F – Offshore Wind Renewable Energy Certificate Standard Form Purchase and Sale Agreement allows the Seller to delay the onset of the Contract Delivery Term if only a small portion of the Selected Project (less than 25%) is operating. The definition only allows the Seller to delay onset of the Contract Delivery Term in such manner by up to one year. If Seller has developed no more than 25% of the Selected Project after that one-year period has run, the consequence would be that the Contract Delivery Term would begin to run. There would be no “termination trigger,” “Seller default,” or “other damages” that would result solely from the one-year period elapsing.

- 22. 15.02: In case of Termination due to Seller Default after some portion of the project has achieved COD, can NYSERDA clarify the application of Specific Performance vs. the retention of Contract Security to cover Stipulated damages? In other words, can NYSERDA compel specific performance for the portion of the project that has achieved commercial operation and retain all the posted Contract Security, or can Contract Security only be retained for Uncompleted Offer Capacity?**

Under ORECRFP18-1 Appendix F – Offshore Wind Renewable Energy Certificate Standard Form Purchase and Sale Agreement NYSERDA may compel specific performance for ORECs associated with the Actual Production of the Operational Installed Capacity. If Seller declares Commercial Operation and the Operational Installed Capacity is less than 95 percent of the Offer Capacity a pro-rated portion of the Contract Security will be retained by NYSERDA; the balance will be refunded to Seller in accordance with Article XV of the Standard Agreement.

In the event that Seller defaults when more than 0% but less than 95% of the Selected Project is operational, NYSERDA would have the right (1) to compel specific performance in the form of transfer to NYSERDA of all ORECs produced by the portion of the Selected Project that has achieved commercial operation under Section 14.02, and (2) to retain the remaining amount of contract security, which, by operation of Section 15.05(b), would be proportional to the uncompleted portion of the Selected Project.

- 23. 15.05(b) and 15.06(b): Is the Seller limited to one written notification to NYSERDA that it intends for the Operational Installed Capacity to be less than 95% of the Offer Capacity? Or can the Seller make multiple such written notices and receive multiple associated prorated refunds of the Contract Security?**

The Seller may make more than notification to NYSERDA under Sections 15.05(b) and 15.06(b) of ORECRFP18-1 Appendix F – Offshore Wind Renewable Energy Certificate Standard Form Purchase and Sale Agreement.

- 24. 8.03 (and 8.01, 8.02): Is the Seller permitted to sell less than 50% of its equity interests to an unaffiliated third party?**

Article VIII of ORECRFP18-1 Appendix F – Offshore Wind Renewable Energy Certificate Standard Form Purchase and Sale Agreement does not govern the Seller's rights to sell its equity, it governs the Seller's rights to assign the Agreement. If Seller sold a non-controlling amount of equity but did not seek to transfer or assign its rights and obligations under the Agreement, Section 8.03 would not apply.

- 25. 2.01(e) and Definitions – Annual OREC Cap: The agreement is clear that Seller retains rights to excess ORECs. Can these excess ORECs can be used and monetized as Tier 1 RECs under New York's Renewable Energy Standard (RES)?**

If excess New York-eligible ORECs are generated beyond those that NYSERDA is contractually obligated to purchase, such ORECs would be eligible to be used and monetized as Tier 1 RECs under the RES.

- 26. 3.03: Does the requirement that energy be delivered into NYCA preclude bilateral sales of energy where the energy is subsequently exported from NYCA for end-use?**

Yes. Article III of ORECRFP18-1 Appendix F – Offshore Wind Renewable Energy Certificate Standard Form Purchase and Sale Agreement requires that the Actual Production be consumed in New York State. For clarity, the Agreement governs the production, transfer and sale of ORECs, not electric energy. Article III of the Agreement states that nothing in the Agreement is intended to prohibit bilateral sales. Bilateral sales will result in the production of ORECs and purchase of those ORECs by NYSERDA so long as the energy associated with those ORECs is delivered into NYCA and consumed there. Energy that is wheeled through the NYCA will not be eligible for the creation of ORECs by NYGATS, and thus for purchase by NYSERDA.

- 27. 2.01(c): Can the Seller develop greater than the Maximum Project Capacity for the Selected Project before the start of the Contract Delivery Term, as long as the portion allocated to NYSERDA under the Agreement is at or below the Maximum Project Capacity?**

Yes. Section 2.01(c)(ii) of ORECRFP18-1 Appendix F – Offshore Wind Renewable Energy Certificate Standard Form Purchase and Sale Agreement establishes that Seller can build more than the Maximum Project Capacity so long as Seller provides “a plan for verifying that the generation and associated ORECs from the Selected Project will be accounted for separately than any generation and ORECs produced by such additional facilities.” Section 2.01(c)(ii) includes the clause “at any point during the Contract Delivery Term.” This clause reflects an assumption that any build-out of additional capacity would occur

after the initial project was operational but was not intended to prohibit Seller from installing additional facilities before the beginning of the Contract Delivery Term. NYSEDA would accept edits to clarify Section 2.01(c)(ii); provided, however, that any such edits also make clear that, should the Seller elect to build more than the Maximum Project Capacity, the first facilities to achieve commercial operation, up to no less than the Offer Capacity, would be considered the Selected Project and subject to the terms of the Agreement.

- 28. 4.01(a): Why would the Index OREC Price be invalidated by judgement of a court? Can NYSEDA explain the concerns and/or approval process regarding the Index OREC price that require the inclusion of this clause in the Agreement?**

The NYS Public Service Commission's July 12, 2018 "Order Establishing Offshore Wind Standard and Framework for Phase 1 Procurement" explains this issue. We note that in the period since the NYS Public Service Commission issued that order, the U.S. Court of Appeals for the Second Circuit has upheld a challenge to an indexed credit procurement mechanism. See *Coalition for Competitive Electricity v. Zibelman*, 906 F.3d 41 (2018).

- 29. Can you please re-describe the Additional Security provision? Is it correct that if a project is scheduled for COD by Jan 1, 2024, then they would have to pay Additional Security for calendar year 2023?**

Yes, Section 15.02 of ORECRFP18-1 Appendix F – Offshore Wind Renewable Energy Certificate Standard Form Purchase and Sale Agreement states that additional security must be provided on January 1, 2023 and increased every 12 months thereafter until "the Operational Installed Capacity equals to or exceeds the product of 0.95 multiplied by the Offer Capacity." At that time the Contract Security would be refunded to Seller pursuant to the requirements of Section 15.05 of the Agreement.

- 30. Regarding Change in Law, if the index OREC were temporarily stayed by courts, but ultimately left in place, would the price switch between Index OREC, then Fixed OREC, and then back to Index OREC?**

This question references ORECRFP18-1 Appendix F – Offshore Wind Renewable Energy Certificate Standard Form Purchase and Sale Agreement Section 4.01 (Determination of Applicable OREC Price), not Section 4.07 (Changes in Law). Section 4.01(b) makes clear that if the Index OREC were temporarily invalidated but then subsequently restored, the Index OREC would once again become the Applicable OREC Price.

- 31. 13.01: What are the assumed cure periods for Events of Default when those cure periods are not otherwise specified in items (a) through (i)?**

Under the terms of ORECRFP18-1 Appendix F – Offshore Wind Renewable Energy Certificate Standard Form Purchase and Sale Agreement no other cure periods should be assumed other than those identified. NYSEDA will consider reasonable modifications as requested by Seller or as a part of financing.

- 32. Certain elements of our Proposal could include information and diagrams for CEII infrastructure. Can NYSEDA confirm that all parties that will have access to and/or view Proposal documents will have CEII clearance?**

This question appears to misunderstand the law governing Critical Electric Infrastructure Information (CEII). Information may be designated as CEII because the owner/operator has requested CEII treatment from the Federal Energy Regulatory Commission (FERC) or because FERC has designated the information as CEII. If a proposer wants to include information that has been designated as CEII in its Proposal, the Proposer must ensure that it does so in compliance with FERC's regulations governing the handling and distribution of CEII. See 18 C.F.R. § 388.113. As the recipient of CEII, NYSEDA would of course also

comply with those rules, including the execution of any non-disclosure agreement as necessary. Section 215A of the Federal Power Act preempts the New York State FOIL for purposes of disclosure of CEII. 16 U.S.C. § 824o-1(d)(1)(B).

If the Proposal includes information that is sensitive and may meet the definition of CEII but has not been so designated, the Proposer may either (1) conspicuously mark such information as a confidential, or (2) describe the information in general terms and make clear that more detailed information is available upon NYSERDA's request.

- 33. How should CEII information be treated in the proposals? If bidders have attachments/materials that contain CEII, can bidders wait for the evaluation team to request this information?**

See response to Question 32.

- 34. For a project interconnecting in a control area adjacent to the NYCA, will the Seller be entitled to relief under the OREC Agreement during times that technical and/or economic constraints (including the ability to clear on commercially reasonable terms) impair delivery? Under those circumstances, can the Seller create and sell RECs in the interconnecting system without consequence under the OREC Agreement?**

Article XVI (Force Majeure) of ORECRFP18-1 Appendix F – Offshore Wind Renewable Energy Certificate Standard Form Purchase and Sale Agreement describes the circumstances under which relief may be available to Seller for failure or inability to meet the Electricity Delivery Requirements. For example, if the system operator, or a transmission system owner responding to direction from the system operator, physically curtails Seller's ability to deliver into the New York Control Area, and Seller makes an agreed-upon showing with respect to such curtailment, then the failure to deliver the curtailed energy would be excused under Article XVI. The identification and inclusion of other circumstances under which a failure to deliver might be excused will depend upon specific information not currently known to NYSERDA, including the actual Injection and Delivery Points and Seller's proposed delivery path.

Because the creation of ORECs depends upon energy delivery, no ORECs would be created for the undelivered energy, and NYSERDA will not be obligated to compensate Seller. Any energy certificates created in the adjacent control area for the excused undelivered energy would be owned and monetizable by Seller.

- 35. If a Proposer submits a Proposal that is not a direct marine cable connecting to either Zones J or K and instead utilizes the existing AC system between control areas by using the Coordinated Transaction Scheduling (CTS) system and a Proposer is economically curtailed because the Proposer's CTS bid is not accepted, will the Proposer be able to sell its environmental attributes to another buyer or will NYSERDA claim rights to those environmental attributes that have not flowed into the New York Control Area?**

See response to Question 34.

- 36. If a Proposer is utilizing the CTS system to flow power over the existing AC system and is physically curtailed because the ISOs have reduced the available system capacity to zero, will the Proposer be able to sell environmental attributes in the curtailed hour to another buyer other than NYSERDA?**

See response to Question 34.

- 37. If a Proposer is utilizing the CTS system to flow power over the existing AC system, will NYSERDA require the Proposer under the OREC Agreement to bid minus \$1,000/MWh in every hour to ensure**

**that a Proposer would not be economically curtailed based on CTS bids and would only be curtailed if physical capacity is not available to flow power in a given hour?**

See response to Question 34.

## Proposal Submission Questions

- 38. Section 6.2.1 states “If a Proposer submits a separate Required Transmission Proposal or Alternate Proposals, a separate set of Offer Data Forms, Proposal Narratives, and Proposer Certifications must be submitted for each Proposal. A Proposer may submit the same marked up Agreement for all Proposals, or a Proposer may submit separate marked up Agreements for each Proposal if there are reasons for material differences.” The definition of Alternative Proposals in Section 2.1.2 includes alternative pricing structures. Please confirm the number of proposal narratives that would be required for a company submitting 2 separate project sizes, each with both a levelized and fixed escalator applied to the fixed and index OREC bids required. It would appear the following complete narratives would be required.**

### **1. Project Size One Levelized OREC**

**Confidential**

- 2. Project Size One Levelized OREC Redacted**
- 3. Project Size One Fixed OREC Escalator Confidential**
- 4. Project Size One Fixed OREC Escalator Redacted**
- 5. Project Size Two Levelized OREC Confidential**
- 6. Project Size Two Levelized OREC Redacted**
- 7. Project Size Two Fixed OREC Escalator Confidential**
- 8. Project Size Two Fixed OREC Escalator Redacted**

**In addition, is duplication of all the Appendices required as well?**

In accordance with ORECRFP18-1, Section 2.1.2 Required and Alternate Proposals and Section 6.2.1 Organization of the Proposal, and Appendix I – Proposal Submission Guide, Section I.3.3, the following six (6) files are required at a minimum for each Proposal:

Offer Data Form: *ProposerName\_ProposalName\_OfferDataForm*  
Confidential Proposal Narrative: *ProposerName\_ProposalName\_ConfidentialProposalNarrative*  
Public Proposal Narrative: *ProposerName\_ProposalName\_PublicProposalNarrative*  
Proposal Certification Form: *ProposerName\_ProposalName\_ProposalCertificationForm*  
Master Offers Form: *ProposerName\_ProposalName\_MasterOffersForm*  
Agreement: *ProposerName\_ProposalName\_Agreement*

For all Proposals, the Master Offers Form will be common and must be submitted in duplicate with each Proposal. Public versions of the Master Offers Form and the Offer Data Form are not required.

Furthermore, noting that individual file sizes for upload are capped at 100MB, the Confidential Proposal Narrative and Public Proposal Narrative files may be further broken down into an unlimited number of supporting attachments to provide information or studies related to the Proposal using the root:

*ProposerName\_ProposalName\_PublicProposalNarrative*, or  
*ProposerName\_ProposalName\_ConfidentialProposalNarrative*

and logical extensions, such as the following:

*ProposerName\_ProposalName\_PublicProposalNarrative\_6.4.3 Project Site Description and Site Control*

*ProposerName\_ProposalName\_ConfidentialProposalNarrative\_6.4.3 Project Site Description and Site Control*

Where Alternate Proposals deviate exclusively on strike prices and/or Contract Tenor, the Offer Data Form will be unique to each Proposal while the remaining five (5) required documents (and any supporting attachments) must nevertheless be submitted (in duplicate) to be deemed complete.

Similarly, Alternate Proposals that are common in Price and/or Contract Tenor but differ in terms of other terms, will have each utilize the same Offer Data Form that must be submitted (in duplicate) for each Proposal, while the remaining five (5) required documents (and any supporting attachments) will be unique to each Proposal and must be submitted to be deemed complete.

Proposers are encouraged to refer to Appendix I, Section I.5 Proposal Submission Checklist.

**39. Are we required to submit one full project narrative for each proposal?**

See response to Question 38.

**40. Section 6.2.1 of the RFP states "If a Proposer submits a separate Required Transmission Proposal or Alternate Proposals, a separate set of Offer Data Forms, Proposal Narratives, and Proposer Certifications must be submitted for each Proposal. A Proposer may submit the same marked up Agreement for all Proposals, or a Proposer may submit separate marked up Agreements for each Proposal if there are reasons for material differences." Does a complete new narrative for project variations really need to be provided or can the variations of the project be summarized in a single proposal narrative.**

See response to Question 38.

**41. Will you request public versions of appendices?**

Per Section 6 Instructions to Proposers under ORECRFP18-1, Confidential and Public Versions of the Proposal Narrative (Section 6.4, inclusive) are both required for all Proposals.

See response to Question 38 for further details as well as ORECRFP18-1 Appendix I – Proposal Submission Guide.

**42. Are the Appendix A applications made public?**

No, the public versions of the Proposal Narratives are the only components of the Proposals that will be made public.

## New York Economic Benefits Questions

**43. 3.3: What is the difference between Category 2 (Investment in offshore wind-related supply chain...) and Category 3 (Input activities that provide opportunities for the New York offshore wind supply chain...)?**

Category 2 benefits, as defined in ORECRFP18-1 Appendix C – Economic Benefits Claims and Verification, Section C1, Category 1: Project-Specific Spending and Job Creation in New York State, can generally be categorized as commitments to spending and investments that can be quantified in dollar terms, while

this may not be the case for Category 3 benefits. Appendix C provides several examples of each type of benefit to provide additional clarity. If NYSERDA does not agree with a Proposer's categorization of these benefits, NYSERDA and the Scoring Committee may reclassify or request clarification and additional information from Proposers at any time throughout the duration of the evaluation process.

**44. Can you please give examples of different economic benefit activities in Category 2 vs Category 3?**

See response to Question 43.

**45. Please confirm that jobs lasting more than 3 years (e.g., permanent O&M positions) should be treated as Long Term Jobs under the economic benefits plan even though the duration of the job is less than 3 years during the period covered by the Economic Benefits Report. For example, the position will be filled 6 months after the start of the Contract Delivery Term and will continue beyond the first 3 years of the Contract Delivery Term; however, only 2.5 years will be captured in the report.**

NYSERDA confirms that permanent Operations and Maintenance (O&M) jobs should be treated as Long Term Jobs under the economic benefits plan, eligible per ORECRFP18-1 Appendix C – Economic Benefits Claims and Verification, Section C1, Category 1: Project-Specific Spending and Job Creation in New York State, even where they continue beyond the 3 year period. Only the expenditures and benefits that accrue during that 3 year period are eligible as Economic Benefits claims.

**46. How should O&M jobs that last beyond 3 years be reflected in the economic benefit plan?**

See response to Question 45.

**47. The Offer Data Form asks bidders to list "Short-term" and "Long-term" jobs in NY as FTE-years. Short-Term Jobs are defined as "Jobs lasting less than three years" and Long-Term Jobs as "Jobs lasting three or more years" in the RFP. Given that bidders may only count economic benefits after the first three years of the Contract Delivery Term, how should bidders count operations and maintenance jobs, as they will last 3 years and less under what is being counted in the Offer Data Form, but will in reality be decade long jobs.**

See response to Question 45.

**48. In Category 1, point 1 under Section C.1 of Appendix C of the RFP Proposers are directed to "provide the number of jobs expressed in FTEs, and the expected average annual salary and/or total compensation as well as the direct benefits associated with the additional FTEs in New York State." Can NYSERDA provide examples of or elaborate on what is meant by "as well as the direct benefits associated with the additional FTEs in New York State"?**

ORECRFP18-1 Appendix C – Economic Benefits Claims and Verification, Section C1, Category 1: Project-Specific Spending and Job Creation in New York State, the phrase "...as well as the direct benefits associated with the additional FTEs in New York State" refers to the monetary value of such employment benefits as for example: health insurance (medical, dental, critical illness, vision, etc.), retirement savings plans and programs, flexible spending accounts, health savings accounts, etc.

**49. Can you confirm if the Contingent Economic Benefits mentioned in Appendix C only relate to port facilities or if investments facilities other than ports are valid for this category.**

Confirmed per ORECRFP18-1 Section 3.3 New York 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" [emphasis added].*

Appendix C – Economic Benefits Claims and Verification, Section C.2 further confirms, stating “*Contingent Economic Benefits must be related to the development, refurbishment, or expansion of port facilities in New York State*” [emphasis added].

- 50. Section C.2 of Appendix C of the RFP states that “[a]ll claimed expenditures in New York State and investments of relevance outside New York State should be expressed in real dollars at the time of Proposal submission.” Can NYSERDA clarify or provide examples of which investments made outside of New York could be claimed under Category 2: Offshore Wind Industry-related Supply Chain and Infrastructure Investment?**

In detailing the proposal submission instructions for the Economic Benefits Plan, per ORECRFP18-1 Appendix C – Economic Benefits Claims and Verification, Section C2, the phrase “...and investments of relevance outside New York State” would include, such limited examples as, investments in training that may occur outside of New York State but that would be used to train and benefit New York State employees.

## Supply Chain and Procurement Questions

- 51. Offshore wind supply chain link is not easily accessible/visible on NYSERDA website- can it be made more prominent?**

Please note that the New York Supply Chain Database can be accessed through NYSERDA's Offshore Wind Program page (<https://www.nyserdan.gov/All-Programs/Programs/Offshore-Wind>) under the “Economic Opportunities” tab.

For ease of reference, NYSERDA has placed a link to the Offshore Wind Supplier Database page and a direct link to the [New York Offshore Wind Supply Chain Database \(https://data.ny.gov/Energy-Environment/NYSERDA-New-York-Offshore-Wind-Supply-Chain-Datase/gh3d-h96e\)](https://data.ny.gov/Energy-Environment/NYSERDA-New-York-Offshore-Wind-Supply-Chain-Datase/gh3d-h96e) on the [2018 Solicitation webpage \(https://www.nyserdan.gov/offshore-wind-2018-solicitation\)](https://www.nyserdan.gov/offshore-wind-2018-solicitation).

- 52. We are an NYC-based company that has a technology that could be relevant to the potential bidders of the project. Is there a way for us to know who has expressed interest in bidding on the project and connect with them so you they could include our offering if they would find it attractive?**

Among other requirements, to be eligible to submit a Proposal in response to ORECRFP18-1, a Proposer must hold an irrevocable right or option to develop the entire Offshore Wind Generation Facility site footprint within a federal Bureau of Ocean Energy Management (BOEM) commercial wind energy lease area. See <https://www.boem.gov/Lease-and-Grant-Information/> for a list of leases that BOEM has executed since the inception of its renewable energy program.

While NYSERDA cannot provide contact information to potential bidders, interested companies are encouraged to register in the New York Offshore Wind Supply Chain Database, available at <https://www.nyserdan.gov/All-Programs/Programs/Offshore-Wind/Economic-Opportunities/Supply-Chain-Database>. This database is readily available to all potential bidders and other entities that may be involved in development activities. In addition, under Section 2.2.9 of ORECRFP18-1, New York State Supplier Opportunity, Proposers must communicate all opportunities for contracts with an anticipated contract value of \$5 million or greater not already committed at the time of offer submission to a New York State vendor list maintained by NYSERDA and provided to contract awardees, except for the

provision of goods and services that cannot practically be performed by the New York State supply chain at this time..

**53. *Is there a way for a supplier to potential bidder to receive a list of the interested proposers?***

See response to Question 52.

**54. *3.2.11: Regarding demonstrating the credibility of the energy resource assessment, is NYSERDA requiring a third-party assessment and, if so, are there preferred vendors?***

Yes, per ORECRFP18-1 Section 3.2.11 *“The Proposal must demonstrate the credibility of the energy resource assessment and production profile, sufficient to demonstrate the Project’s financeability and to support the purported environmental and reliability benefits”* [emphasis added], a third-party assessment is required for financeability.

**55. *Are there MWBE % and/or community engagement required for proposals?***

ORECRFP18-1 does not stipulate percentages for MWBE engagement. Whenever selecting a vendor under this solicitation, NYSERDA nevertheless reminds Proposers of the New York State Supplier Opportunity requirement per Section 2.2.9 as well as New York State’s 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 per Section 8.4 Omnibus Procurement Act of 1992.

Regarding community engagement, Proposers should refer to the ORECRFP18-1 Sections 3.2.8 and 6.4.14 which detail the Community Outreach and Community Outreach Plan required of every Project Proposal.

**56. *Please clarify the reference to RFP Section 7.1 in Section 12.02 of the OREC Agreement, specifically the Seller’s obligations regarding an equivalent project when the parties cannot timely conclude a support agreement required to realize Contingent Economic Benefits.***

The last sentence of Section 12.02 of ORECRFP18-1 Appendix F – Offshore Wind Renewable Energy Certificate Standard Form Purchase and Sale Agreement, has been deleted, as the “equivalent project” concept has been replaced by the mechanism included in Section 12.01(b). A revised agreement, otherwise identical to the version originally posted, has been posted to the [2018 Solicitation webpage \(https://www.nyserda.ny.gov/offshore-wind-2018-solicitation\)](https://www.nyserda.ny.gov/offshore-wind-2018-solicitation).