



NYSERDA

**Purchase of Offshore Wind Renewable
Energy Certificates
Request for Proposals ORECRFP23-1
Release Date: November 30, 2023
Revised Date: January 12, 2024**

SUMMARY OF REVISIONS

Updates to ORECRFP23-1 – January 12, 2024

Acronyms and Definitions

Project Qualifying Federal Support definition has been revised to include the correct references to the Internal Revenue Code.

Appendix H (Agreement)

See posted redline for changes.

Updates to ORECRFP23-1 – January 3, 2024

Section 4.2.2 (Inflation Adjustment)

Table 4 has been revised to reflect the final Index_B values that will be used in the Agreement.

Appendix H (Agreement)

See posted redline for changes.

Updates to ORECRFP23-1 – December 29, 2023

Table of Contents

The entry for Appendix M has been revised to remove the note that it will be released at a later date.

Acronyms and Definitions

Project Qualifying Federal Support definition has been revised to clarify the treatment of support arising solely from Section 45(b)(11) or Section 45(b)(14) of the Internal Revenue Code.

Section 2.1.1 (ORECs Offered)

Revised to state that ORECs sourced from Projects that are substantially the same as, or are located in substantially the same location as, Projects granted awards under NYSERDA's ORECRFP22-1 solicitation are not eligible under this RFP.

Section 6.2.5 (Project Schedule and Status)

The requirement to provide the Project Schedule in a Microsoft Project .mpp file has been expanded to also allow for a Microsoft Excel .xlsx file.

Section 6.2.5.1 (Project Schedule)

The requirement to provide the Project Schedule in a Microsoft Project .mpp file has been expanded to also allow for a Microsoft Excel .xlsx file.

Appendix G (New York Jobs and Workforce Plan)

Deleted a duplicative column related to development jobs in Table G.1.

Appendix H (Agreement)

See posted redline for changes.

Appendix I (Offer Data Form)

Data validation in cells E15:H15 on the Part II worksheet has been updated to reflect the correct last COD to fulfill the full Contract Delivery Term prior to the Outer Limit Date of 12/31/2032.

Appendix M (Non-Disclosure Agreement)

Appendix M has been issued with this RFP revision.



**Purchase of Offshore Wind
Renewable Energy Certificates
Request for Proposals ORECRFP23-1
Release Date: November 30, 2023
Revised Date: January 12, 2024**

The New York State Energy Research and Development Authority (NYSERDA) seeks to procure Offshore Wind Renewable Energy Certificates (ORECs)¹ as authorized by the New York State Public Service Commission's [Order Establishing Offshore Wind Standard and Framework for Phase 1 Procurement](#), issued on July 12, 2018, [Order Adopting Modifications to the Clean Energy Standard](#) issued on October 15, 2020 in Case No. 15-E-0302, [Order on Power Grid Study Recommendations](#) issued on January 20, 2022 in Case Nos. 20-E-0197, 18-E-0071, and 15-E-0302, the [Order Denying Petitions Seeking to Amend Contracts with Renewable Energy Projects](#) issued on October 12, 2023 in Case Nos. 18-E-0071 and 15-E-0302 and the [Order Addressing Capacity Accreditation Rules](#) issued on November 20, 2023 in Case Nos. 18-E-0071 and 15-E-0302. All Proposers are advised to review the Orders and their Appendices before participating in this Request for Proposals (RFP).

**Proposals are due on January 25, 2024, by 3:00 p.m. ET.
Proposals must be held firm and valid for 180 days from January 25, 2024.**

All relevant documents pertaining to this RFP are available on NYSEDA's solicitation website at <https://www.nyserda.ny.gov/All-Programs/Offshore-Wind/Focus-Areas/Offshore-Wind-Solicitations/2023-Solicitation>. Proposers are advised to check this website regularly for updates.

Questions about this RFP should be directed to the Primary Contacts or Other Designated Contacts listed below in writing to offshorewind@nyserda.ny.gov.

- Primary Contacts: Laila El-Ashmawy, Gregory Lampman, and Alexander Stein
- Other Designated Contacts: Nate Chumley, Jessica Dealy, Anthony Fiore, Doreen Harris, Janna Herndon, Peter Lion, Bram Peterson, and Georges Sassine

No communication intended to influence this procurement is permitted except by contacting the Primary Contacts or the Other Designated Contacts. Questions about this solicitation should be directed to the Primary Contacts in writing. NYSEDA reserves the right to conduct meetings with any Proposer, and any question posed to NYSEDA, as well as any response provided by NYSEDA to a Proposer, may be publicly posted on the solicitation website. Contacting anyone other than the Primary Contacts or Other Designated Contacts (either directly by Proposer or indirectly through a lobbyist or other person acting on Proposer's behalf) to influence the procurement may result in: (1) a Proposer being deemed a

¹ Please note that while the Orders use the generic term "credits," the term "certificates" is used here, as successful Proposers will be required to participate in NYGATS, and NYGATS uses the term "certificates." NYGATS Certificates are minted on a one per MWh basis. Each NYGATS OREC Certificate will include a unique serial number.

non-responsive offeror, and (2) Proposer not receiving an award. NYSERDA may contact Proposers at any stage with requests for clarifications and questions.

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Appendix B.2	Disadvantaged Community Impacts
Appendix C	Elements of the Fisheries Mitigation Plan
Appendix D	Elements of the Environmental Mitigation Plan
Appendix E	Elements of the Stakeholder Engagement Plan
Appendix F	Meshed Ready Technical Requirements
Appendix G	New York Jobs and Workforce Plan
Appendix H	Offshore Wind Renewable Energy Certificate Standard Form Purchase and Sale Agreement
Appendix I	Offer Data Form

Appendix J	Master Offers Form
Appendix K	Proposal Submission Guide (will be released at a later date)
Appendix L	Conditional Termination Agreement
Appendix M	Non-Disclosure Agreement

ACRONYMS AND DEFINITIONS

Actual Production – The amount of electric energy production from the Project, in MWh delivered to the Injection Point, for which NYSERDA is obligated to purchase the associated ORECs under Article II of the Agreement.

Agreement – Offshore Wind Renewable Energy Certificate Standard Form Purchase and Sale Agreement.

Alternate Proposal – A Proposal defined in Section 2.1.3.

Annual OREC Cap – The amount of ORECs equal to the product of 1.1 and the P10 Annual OREC Exceedance.

Applicable OREC Price Method – The method employed each month for determining the Monthly OREC Price as determined in Section 4.01 of the Agreement.

Award Notification Date – The date upon which NYSERDA provides written confirmation to a Proposer indicating that a Proposal has been selected for contract negotiations.

Benchmark LNOC – The confidential maximum price levels for the Fixed OREC and Index OREC offers that NYSERDA will employ in its determination of potential OREC award(s).

BOEM – The Bureau of Ocean Energy Management within the U.S. Department of the Interior.

CES – Clean Energy Standard.

Climate Act – [Climate Leadership and Community Protection Act](#).

Commercial Operation – A state of operational readiness of the Project under which (i) the Project has been mechanically constructed and interconnected, (ii) generating capacity is available to physically produce and deliver electric energy to the Injection Point and associated ORECs, and (iii) all rights, abilities, permits and approvals to schedule and deliver energy to the Injection Point have been obtained.

Commercial Operation Date – The date upon which the Project or a phase of the Project enters Commercial Operation.

ConEd Hub – The facilities for offshore wind energy interconnection described as the “Brooklyn Clean Energy Hub” in the Petition submitted to the New York Public Service Commission (PSC) by Consolidated Edison Company of New York, Inc. for Approval to Recover Costs of Brooklyn Clean Energy Hub on April 15, 2022 and described in the Order Approving Cost Recovery for Brooklyn Clean Energy Hub published on April 20, 2023 (and any modification or future expansion thereof approved by the PSC).

Contract Delivery Term – The period of performance under the Agreement. The Contract Delivery Term for each Project phase will commence on the first day of the month after any portion of the Project

phase commences Commercial Operation and end at the earlier of (i) the date upon which the Contract Tenor has elapsed, or (ii) the Outer Limit Date.

Contract Quarterly Report – Quarterly written progress reports provided by Seller to NYSDERDA in accord with Section 6.02 of the Agreement.

Contract Tenor – The maximum duration of the Contract Delivery Term. The Contract Tenor shall be stated in years.

Contract Year – A 12-month period commencing with the beginning of the Contract Delivery Term and each anniversary thereof during the Contract Delivery Term. The phrase “Contract Year” followed by a number shall refer to a discrete Contract Year within the Contract Delivery Term such that “Contract Year 1” refers to the first 12-month period commencing with the beginning of the Contract Delivery Term, “Contract Year 2” refers to the second such 12-month period, and so on.

COP – BOEM Construction and Operations Plan.

Delivery Point – For Projects that inject energy directly into the New York Control Area, the generator bus or location where (a) the administrator of the wholesale power market, or (b) the operator of the transmission/distribution utility, public authority or municipal electric company, measures, or otherwise determines, energy production from the Project. For Projects that inject energy outside of the New York Control Area, the generator bus or location where the NYISO measures energy delivery from the Project into the New York Control Area.

Disadvantaged Communities – The Climate Act directs the [Climate Justice Working Group](#) (CJWG) to establish criteria for identifying Disadvantaged Communities. The CJWG finalized the Disadvantaged Communities criteria on March 27, 2023. Communities meeting the criteria can be identified with the map found on the NYSDERDA Disadvantaged Communities [webpage](#) and a list of census tracts that meet the disadvantaged community criteria can be found on the [Climate Act Website](#) under the "Disadvantaged Communities Criteria Documents" section.

Disadvantaged Community Commitments – Specific, quantifiable commitments to providing benefits to Disadvantaged Communities, as further described in Section 2.2.15 and Appendix B.2.

Economic Benefits Plan – A plan submitted as part of a specific Proposal, as further described in Section 6.2.10 and Appendix B.1.

Economic Benefits Report – An independently audited report, documenting the total dollar amount of actual Incremental Economic Benefits accrued to New York and associated activities and commitments undertaken from the Economic Benefits Start Date through the end of the third Contract Year, as further described in Appendix B.1 and Section 12.01 of the Agreement.

Economic Benefits Start Date – May 15, 2019.

Environmental Attributes – All environmental characteristics, claims, credits, benefits, emissions reductions, offsets, allowances, allocations, howsoever characterized, denominated, measured or entitled, attributable to the generation of Actual Production by a Project, consistent with the delineation of attributes set forth in the Agreement.

Environmental Mitigation Plan – A plan submitted as part of a specific Proposal, as further described in Appendix D.

Expected Labor Dollars – The Expected Total Dollars associated with labor expenditures, as described in Section B.1.A, Appendix G and Exhibit I of the Agreement. The full cost of employment contributes to Expected Labor Dollars, including benefits and payroll taxes.

Expected MWBE and SDVOB Dollars – The Expected Total Dollars expected to accrue specifically to MWBEs and SDVOBs.

Expected Near-Term Dollars – The Expected Total Dollars expected to accrue specifically between January 1, 2024 and December 31, 2026.

Expected Total Dollars – The total dollar amount of Incremental Economic Benefits as presented in the Proposal and accepted by NYSERDA, expected to accrue to New York State as a result of the development, construction, modification, interconnection, and operation of the Project from the Economic Benefits Start Date through the end of the third Contract Year.

Expected U.S. Iron and Steel Dollars – The Expected Total Dollars associated with expenditures for iron and steel manufactured in the United States.²

Financing Plan – A plan submitted as part of a specific Proposal, as further described in Section 6.2.6.3.

Fisheries Mitigation Plan – A plan submitted as part of a specific Proposal, as further described in Appendix C.

Fixed OREC Price – A fixed, as-offered price in dollars per OREC as described in Section 4.02 of the Agreement.

FOIL – New York’s Freedom of Information Law, Public Officers’ Law Article 6.

Health/Safety Conviction – Any conviction in any court or tribunal relating to laws or regulations which are relevant to health and safety, whether within the US, Canada, Mexico, EU, UK or elsewhere.

Health/Safety Enforcement Notice – Any notice issued by a regulatory authority requiring the cessation of an activity or circumstance, or requiring that certain measures are taken, in relation to health and safety, whether within the US, Canada, Mexico, UK, EU or elsewhere. For example, a Prohibition Notice, Improvement Notice, or Stop Work Order.

² This amount will be based on \$114,000 per MW unless the Proposal commits to a higher amount.

Incremental Economic Benefits – Those financial expenditures benefiting New York State (for this purpose, expenditures for iron and steel manufactured in the United States shall be deemed to benefit New York State even if incurred outside of New York State) within the categories specified in Appendix B.1 that a Proposer can demonstrate: (1) accrue after the Economic Benefits Start Date; and (2) would not have accrued but for the award under a NYSERDA OREC solicitation or in an anticipation of the potential for such an award.

Index OREC Price – An adjustable price in dollars per OREC that nets a fixed, as-offered strike price monthly against a reference price expressed in a market index as determined pursuant to Section 4.03 of the Agreement.

Inflation Adjustment – A one-time adjustment to the Fixed OREC Price or Index OREC Strike Price as further described in and Sections 2.1.4.2 and 4.2.2 and in Section 5.03 of the Agreement.

Injection Point – For Projects that interconnect directly into the NYCA, the Injection Point is the Delivery Point. For Projects that interconnect outside of the NYCA, the Injection Point shall be the generator bus or the location where the administrator of the local Control Area measures energy delivery from the Project into the local market.

Interconnection and Deliverability Plan – A plan submitted as part of a specific Proposal, as further described in Section 6.2.7.

Interconnection Cost Allocation – The total costs actually allocated to and borne by a Project pursuant to NYISO interconnection requirements, as memorialized in the Project's interconnection agreement.

Interconnection Cost Allocation Baseline – The estimated Interconnection Cost Allocation for a Project used for the calculation of Interconnection Net Savings calculations as further described in Sections 2.1.4.1 and 4.2.1 and in Section 5.04 of the Agreement.

Interconnection Cost Sharing – A modification to the price structure that allows for the costs associated with a Project's NYISO interconnection to be shared through an adjustment in pricing, as further described in Sections 2.1.4.1 and 4.2.1 and in Section 5.04 of the Agreement.

Interconnection Cost Sharing Adder – The adder to the Index OREC Strike Price or the Fixed Index Price that represents NYSERDA's share of the Interconnection Cost Allocation, applicable to Proposals that include Interconnection Cost Sharing.

Interconnection Net Savings – Difference between Interconnection Cost Allocation Baseline and final Interconnection Cost Allocation, less any costs the Project has already expended on the initial Injection Point and that the Project has incurred as a result of changing its Injection Point from that submitted in the Proposal, as further defined in the Agreement.

Interconnection Savings Share – A means of sharing savings in the event that there are Interconnection Net Savings as described in Section 4.2.1 and in Section 5.04 of the Agreement.

Labor Peace Agreement (LPA) – An agreement between the owner of an Offshore Wind Generation Facility and a bona fide labor organization that, at a minimum, protects the State’s proprietary interests by prohibiting labor organizations and their members from engaging in picketing, work stoppages, boycotts, and any other economic interference with the Offshore Wind Generation Facility in accordance with Public Service Law § 66-r (3).

Levelized Net OREC Cost (LNOC) – A means of comparing Proposals with different pricing structures, OREC quantity schedules, Commercial Operation Dates, and Contract Tenors, as described in Section 4.4.

LSE – Load-serving entity.

Major Supplier – A supplier of goods and services to the Proposer with an anticipated minimum contract value of \$1 million. Proposers must utilize the New York Offshore Wind Supply Chain Database, as described in Section 2.2.13 when choosing Major Suppliers.

Maximum Project Capacity – The product of the Offer Capacity and 1.10.

Meshed Network – Offshore transmission configuration in which individual Offshore Wind Generation Facility substations are linked to one-another via HVAC lines, as defined in Appendix F.

Meshed Ready – An Offshore Wind Generation Facility which is radially connected to the New York electric grid and satisfies the requirements set forth in Appendix F, including control, interface, performance, functional and physical requirements.

Monthly OREC Price – A price in dollars per OREC determined pursuant to the Agreement for each month of the Contract Delivery Term. If the Applicable OREC Price Method is the Fixed OREC Price, the Monthly OREC Price shall be calculated pursuant to Section 4.02 of the Agreement. If the Applicable OREC Price Method is the Index OREC Price, the Monthly OREC Price shall be calculated pursuant to Section 4.03 of the Agreement.

MWBE – Minority and/or Women-Owned Businesses, such term is as defined under New York State Law. New York State Certified MWBEs are searchable in the [MWBE Certified Database maintained by Empire State Development \(ESD\)](#).

NDR – Nominal discount rate.

New York Control Area (NYCA) – The geographic bounds of the electricity system that is under the control of the NYISO, which includes transmission facilities listed in the ISO/Transmission Owner Agreement Appendices A-1 and A-2, as may be amended from time to time.

New York City Public Policy Transmission Need (NYC-PPTN) – The NYISO process seeking transmission solutions that can efficiently, and cost-effectively, deliver between 4,770 and 8,000 MW of offshore wind generation into New York City as further described in the [Order Addressing Public Policy Requirements for Transmission Planning Purposes](#) issued on June 22, 2023 in Case No. 22-E-0633.

New York Generation Attribute Tracking System (NYGATS) – The tracking system that records electricity generation attribute information within New York State, and processes generation attribute information from energy imported and consumed within New York State, as a basis for creating generation attribute certificates, including ORECs. NYGATS will create exactly one OREC per MWh of generation attributable to the Project and delivered to the Delivery Point.

New York Jobs and Workforce Plan – A plan submitted as part of a specific Proposal, as further described in Appendix G.

NYISO Capacity Market – Collectively, the wholesale markets for capacity administered by NYISO.

NYISO Energy Market – Collectively, the wholesale markets for electric energy administered by NYISO.

NYSERDA Consultants – Consultants engaged by NYSERDA to assist with the evaluation of Proposals.

Offer Capacity – The electric generating capacity of the Project as submitted in the Proposal, measured as the installed (nameplate) capacity in alternating current of an Offshore Wind Generation Facility.

Offshore Wind Generation Facility – The installed wind turbine generators and all other associated offshore equipment and infrastructure located within a BOEM lease area delivering energy to a single Injection Point. Multiple Offshore Wind Generation Facilities can be located within a BOEM lease area.

Offshore Wind Orders – The New York Public Service Commission’s [Order Establishing Offshore Wind Standard and Framework for Phase 1 Procurement](#), issued and effective on July 12, 2018, the [Order Authorizing Offshore Wind Solicitation in 2020](#) issued on April 23, 2020 in Case No. 18-E-0071, the [Order Adopting Modifications to the Clean Energy Standard](#) issued on October 15, 2020 in Case No. 15-E-0302, the [Order on Power Grid Study Recommendations](#) issued on January 20, 2022 in Case No. 20-E-0197, Case No. 18-E-0071 and Case No. 15-E-0302, the [Order Denying Petitions to Seeking to Amend Contracts with Renewable Energy Projects](#) issued on October 12, 2023 in Case Nos. 18-E-0071 and 15-E-0302 and the [Order Addressing Capacity Accreditation Rules](#) issued on November 20, 2023 in Case Nos. 18-E-0071 and 15-E-0302.

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 Generation 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 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 (SO_x), nitrogen oxides (NO_x), 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.

Operational Installed Capacity – The gross generating capacity, in MW, of the Selected Project that has achieved Commercial Operation and for which an Independent Engineer’s report has been submitted to NYSDERDA pursuant to Section 2.01(c) of the Agreement.

Outer Limit Date – A backstop date upon which the Contract Delivery Term ends regardless of whether the full Contract Tenor has elapsed. If the Contract Tenor is 20 years, the Outer Limit Date is January 1, 2053. If the Contract Tenor is 25 years, the Outer Limit Date is January 1, 2058.

P10 Annual OREC Exceedance – An amount of electrical energy (in MWh), such that the estimated probability in any given year that generation from the Project delivered to the Delivery Point would exceed that amount is 10 percent.

Primary Component – The main parts of an offshore wind turbine structure, including the foundation, substructure, transition piece, tower, nacelle and rotor blades, and offshore substation bottom side and topside, electrical equipment, inter array and export cables.

Project – An Offshore Wind Generation Facility and the associated equipment including Meshed Ready requirements (if applicable), infrastructure, and support facilities necessary to deliver energy to the designated Injection Point, and (if applicable) subsequently to the Delivery Point if the Injection Point is outside of NYCA.

Project Labor Agreement (PLA) – A collective bargaining agreement (including a pre-hire agreement) satisfying the requirements set forth in Section 0 covering contractors in the construction industry working on the Project, and a bona fide building and construction trade labor organization representing craft workers on the Project.

Project Qualifying Federal Support – Any direct federal financial support to the Selected Project (as defined in the Agreement) in the form of renewable tax benefits (as further defined in the Agreement) or direct financial benefits expressly intended to incentivize (i) the development and operation of (x) energy infrastructure (including electrical transmission, storage and/or generation and/or the production of fuels from electrical energy) and/or (y) facilities that manufacture equipment or components used for such purposes, and (ii) which either (A) arises from a law enacted by the U.S. Congress after the Proposal Submission Deadline or (B) arises from Section 45(b)(9) (or its successor at Section 45Y (g)(11)), Section 45(b)(11) (or its successor at Section 45Y(g)(7)), Section 48(a)(12) (or its successor at Section 48E(a)(3)(B)) or Section 48(a)(14) (or its successor at Section 48E(a)(3)(A)) of the Internal Revenue Code in existence on the Proposal Submission Deadline. Notwithstanding the foregoing, any support arising solely from Section 45(b)(11) or Section 48(a)(14) (or their successors as identified above) of the Internal Revenue Code in existence on the Proposal Submission Deadline shall

not be considered Project Qualifying Federal Support to the extent such support is (I) obtained in reliance only upon meeting conditions that were expressly deemed to be sufficient for qualification under the applicable Internal Revenue Code section pursuant to official IRS guidance issued prior to the Proposal Submission Deadline and (II) not obtained as a result of material reconfigurations of the Selected Project such as a change in the Selected Project's point of interconnection. Project Qualifying Federal Support shall not include ordinary course tax deductions, federal loans, federal loan guarantees, or federal research and development grants that are awarded competitively.

Project Team – Proposer personnel and contractors who have primary responsibility for Project development.

Proposal – An offer to sell ORECs from up to three³ Offshore Wind Generation Facilities for a given Offer Capacity, Index REC or Fixed REC pricing structure, Delivery Point, associated Economic Benefit Plan and other clean energy industry or energy transition investments that conforms to the requirements of this RFP. A Proposal may contain either or both 25- and 20-year Contract Tenors, each with an associated level nominal Strike Price (for Index OREC offers) or Price (for Fixed OREC offers), with the exception of the Required Proposal, which must include a 25-year Contract Tenor.

Proposer – The business entity that submits a Proposal in response to this RFP.

Reference Capacity Price – An index of NYISO Capacity Market prices as set forth in Section 4.03 of the Agreement.

Reference Energy Price – An index of zonal NYISO Energy Market prices as set forth in in Section 4.03 of the Agreement.

Required Proposal – A Proposal defined in Section 2.1.3.

SDVOB – Service-Disabled Veteran Owned Businesses as defined under the Service-Disabled Veteran-Owned Business Act of New York State. New York State Certified SDVOBs are searchable in [Directory of New York State Certified Service-Disabled Veteran Owned Business \(SDVOB\)](#) maintained by the Office of General Services (OGS).

Scoring Committee – Members of NYSERDA Staff, New York State Department of Public Service Staff, and independent evaluators responsible for evaluating Proposals received through this RFP.

Selected Project – A Project that is included in the award group as described in Section 5.3.

Seller – A Proposer awarded in this RFP who has executed an Agreement to sell ORECs to NYSERDA.

³ If a Proposer would like to include more than three Offshore Wind Generation Facilities in a Proposal or overall Submission, please contact offshorewind@nyserda.ny.gov.

Specialist Reviewer – Any individual, third party, or entity engaged or otherwise mobilized by NYSERDA to support the evaluation of Proposals submitted in response to ORECRFP23-1 through relevant subject matter expertise.

Stakeholder Engagement Plan – A plan submitted as part of a specific Proposal, as further described in Appendix E.

Sub-component – Articles, materials, and supplies incorporated directly into Primary Components at any level of manufacture, fabrication, or assembly.

Submission – Package of all files representing all Proposals submitted by a Proposer in response to this RFP.

Supply Chain Investment – Any investment in, or purchase of goods or services from, an offshore wind port or other offshore wind supply chain facility (including facilities that provide training or workforce development, conduct scientific research and/or conduct environmental conservation activities) located in New York State that is either a new (greenfield) facility or requires significant upgrades to an existing facility to accommodate the contemplated usage.

TWG – Technical Working Group.

Verified Labor Dollars – The Verified Total Dollars associated with labor expenditures described in the New York Jobs and Workforce Plan that fall into the applicable categories set forth in Appendix B.1 and Exhibit I of the Agreement.

Verified MWBE and SDVOB Dollars – The Verified Total Dollars that accrue specifically to MWBEs and SDVOBs.

Verified Near-Term Dollars – The Verified Total Dollars that accrue specifically from January 1, 2024 through December 31, 2026.

Verified Total Dollars – The total dollar amount of Incremental Economic Benefits verified by NYSERDA to have accrued to New York as a result of the development, construction, modification, interconnection, and operation of the Project from the Economic Benefits Start Date through the end of the third Contract Year.

Verified U.S. Iron and Steel Dollars – The Verified Total Dollars associated with expenditures for iron and steel manufactured in the United States.

1 INTRODUCTION

NYSERDA is seeking to procure ORECs that constitute, in aggregate, up to the remaining capacity authorized by the Offshore Wind Orders and the September 17, 2020 as supported by the Final Supplemental Generic Environmental Impact Statement (SGEIS) in Case No. 15-E-0302, subject to the terms outlined in Section 2.1.

1.1 New York's Clean Energy Standard and Offshore Wind Standard

Since adopting some of the most ambitious clean energy goals in the nation – reducing greenhouse gas emissions by 85% by 2050, 100% emissions-free electricity generation by 2040, and net-zero emissions economy wide by 2050 – New York State has been assiduously expanding its offshore wind portfolio. The Climate Act calls for New York State to install 9,000 MW of offshore wind by 2035. New York State demonstrates unwavering demand for clean energy and growing momentum in establishing major ecosystems for workforce development, manufacturing, and operations and maintenance to support the region's pipeline of offshore wind projects and the development of a green economy. Through its competitive solicitations, NYSERDA is building a portfolio guided by principles of just energy transition and equity set forth in the Clean Energy Standard (CES) and the Climate Act. To date, New York's competitive processes have resulted in the selection of eight offshore wind projects, including Empire Wind 1 (816 MW), Sunrise Wind (924 MW), Empire Wind 2 (1,260 MW), Beacon Wind (1,230 MW), Attentive Energy One (1,404 MW), Community Offshore Wind (1,314 MW), and Excelsior Wind (1,314 MW), along with the South Fork Wind Farm (132 MW) – the State's first commercial scale project slated to deliver first power early in 2024 – procured by the Long Island Power Authority (LIPA).

New York's efforts are reinforced at the federal level, where President Biden's administration has set goals of deploying 30 GW of offshore wind in the United States by 2030 and 110 GW by 2050. In support of these historic targets, on October 13, 2021, Department of the Interior Secretary Haaland announced plans for the Bureau of Ocean Energy Management (BOEM) to hold up to seven new offshore lease sales by 2025. The first of these lease auctions occurred on February 23, 2022, for six lease areas in the New York Bight with roughly 7,000 MW of resource potential. On February 25, 2022, BOEM announced results of the auction, with the six winning bids totaling \$4.37 billion.⁴

In January 2018, NYSERDA published the [New York State Offshore Wind Master Plan](#) (Master Plan), which included more than 20 studies that gathered data on environmental, social, economic, regulatory, and infrastructure issues relevant to offshore wind energy development, and reflected the State's extensive outreach efforts with interested agencies, entities, communities, and individuals in the responsible and cost-effective development of offshore wind.

NYSERDA also filed an [Offshore Wind Policy Options Paper](#) in January 2018 that launched the regulatory proceedings that culminated in the Commission's issuance of the [Phase 1 Order](#) on July 12, 2018. In the Phase 1 Order, the Commission adopted the goal of procuring 2,400 MW of offshore wind capacity by

⁴ <https://www.doi.gov/pressreleases/biden-harris-administration-sets-offshore-energy-records-437-billion-winning-bids-wind>

2030. NYSDERDA launched its inaugural solicitation for offshore wind ([ORECRFP18-1](#)) on November 8, 2018.

In July 2019, the Climate Act was signed into law. The Climate Act specifies clean energy development requirement, including 9 GW of offshore wind by 2035, 6 GW of distributed solar by 2025, and 3 GW of energy storage by 2030. In April 2022, the New York State Public Service Commission (PSC) approved a framework to expand the distributed solar target to 10 GW by 2030. Similarly, the PSC is considering an expansion of the energy storage target to 6 GW by 2030, as proposed in a comprehensive roadmap submitted by NYSDERDA and the New York State Department of Public Service (DPS) on December 28, 2022. Beyond resource targets, the Climate Act calls for an orderly and just transition to clean energy that creates jobs and continues fostering a green economy. The Climate Act also directs New York State agencies and authorities to collaborate with stakeholders to develop a plan to reduce greenhouse gas emissions by 85 percent from 1990 levels by 2050 and to invest at least 35 percent of clean energy and energy efficiency program resources to benefit Disadvantaged Communities, achieving 70 percent renewable electricity generation by 2030, 100 percent emissions-free electricity by 2040, and economy wide decarbonization by 2050. To this effect, the law created the Climate Action Council, charged with developing a scoping plan of recommendations to meet these targets and place New York on a path toward carbon neutrality.

Concurrently, New York State [announced](#) the selection of two offshore wind projects for contract awards resulting from NYSDERDA's Phase 1 offshore wind solicitation (ORECRFP18-1). On October 23, 2019, NYSDERDA finalized contracts with Equinor Wind US LLC for its 816 MW Empire Wind Project and Sunrise Wind LLC (a joint venture of Ørsted A/S and Eversource Energy) for its 880 MW Sunrise Wind Project. NYSDERDA filed its comprehensive report, "[Launching New York's Offshore Wind Industry: Phase 1 Report](#)," (Phase 1 Report) with the Commission on that same date.

On April 23, 2020, the Commission published an [Order Authorizing Offshore Wind Solicitation in 2020](#) which instructed NYSDERDA to procure at least 1,000 MW of additional offshore wind capacity. NYSDERDA launched its second offshore wind solicitation (ORECRFP20-1) on July 21, 2020 to procure up to 2,500 MW of offshore wind and included a complementary multi-port infrastructure investment backed by \$200 million in New York State funding.

On October 15, 2020, the Commission issued its [Order Adopting Modifications to the Clean Energy Standard](#) (CES Modification Order) in Case 15-E-0302. In the CES Modification Order, the Commission adopted several modifications to the CES to align it with the Climate Act mandates. Modifications affecting the offshore wind solicitations included authorizing NYSDERDA to issue future solicitations, with the discretion to determine timing and magnitude of procurement based on market and regulatory dynamics.

An Initial [Report of the Power Grid Study](#) was published by the New York State DPS on January 19, 2021. The study sought to identify distribution upgrades, local transmission upgrades, and bulk transmission investments necessary or appropriate for the power grid for the State of New York to achieve the state's 70% renewable electricity by 2030 goal and beyond. Proposers are strongly encouraged to familiarize

themselves with the Power Grid Study, including the “Offshore Wind Integration Study” (OSW Study) identifying possible grid interconnection points and offshore transmission configurations and assessing onshore bulk transmission needs relating to the integration of at least 9,000 MW of offshore-wind generation.

In January 2022, NYSERDA finalized [contracts](#) with Empire Offshore Wind LLC and Beacon Wind LLC for the development of Empire Wind 2 (1,260 MW) and Beacon Wind (1,230 MW), selected through NYSERDA’s second offshore wind solicitation (ORECRFP20-1). This procurement included leveraging state funding to unlock private investments in resilient port facilities in New York City and the Capital Region, with \$3 of private funding committed for every \$1 of public funding.

On January 5, 2022, New York Governor Hochul announced in her first State of the State Address a nation-leading \$500 million investment proposal for offshore wind ports, manufacturing, and supply chain infrastructure, with a continued emphasis on prioritizing a just transition and delivery of benefits to historically disadvantaged communities.

On January 20, 2022, the New York Public Service Commission published the [Order on Power Grid Study Recommendations](#) (Power Grid Study Order) in Case Nos. 20-E-0197, 18-E-0071, and 15-E-0302, instructing NYSERDA to procure HVDC technology for radial connections, prioritize grid benefits and advanced technologies in project evaluation, and include a carve out for storage projects to be evaluated under both economic benefits and project viability in future offshore wind procurements. The Order elaborated on the benefits of a meshed offshore grid as presented in the Power Grid Study and authorized NYSERDA to contemplate procurements that preserve the optionality for a future offshore grid, which may be necessary to reach the zero emissions goals set forth in the Climate Act.

On December 19, 2022, New York’s Climate Action Council adopted a Final Scoping Plan to outline recommended policies and actions to help meet the climate action requirements of the Climate Act. The Scoping Plan indicated that 16-19 GW of offshore wind energy may be necessary to achieve the Climate Act’s greenhouse gas emission-reduction requirements and carbon neutrality goals. In line with this guidance, New York State initiated a new master planning process in 2022 to explore the development of offshore wind resources in deeper waters. Building on the successes of the 2018 Master Plan, the new “Master Plan 2.0: Deep Water” will inform the next phase of offshore wind development in waters greater than 60 meters deep and ensure that New York is positioned to maximize the benefits and minimize the risks associated with further development.

On October 12, 2023, the PSC issued the [Order Denying Petitions Seeking to Amend Contracts With Renewable Energy Projects](#), which denied petitions from offshore wind developers Empire Offshore Wind LLC, Beacon Wind LLC, and Sunrise Wind LLC seeking price adjustments to OREC agreements with NYSERDA to address inflationary pressures and supply chain disruptions impacting project economics. The Order supported NYSERDA’s continued efforts to meet the Climate Act mandates through subsequent competitive offshore wind solicitations, potentially on an expedited basis. The same day, New York State released a new [10-Point Action Plan](#) to expand and support the growing large-scale

renewable energy industry in the State, which included a plan to launch an accelerated offshore wind procurement process.

On October 24, 2023, Governor Hochul announced the results of NYSERDA's third offshore wind solicitation (ORECRFP22-1). NYSERDA provisionally awarded three projects totaling 4,032 MW: Attentive Energy One (developed by TotalEnergies, Rise Light & Power, and Corio Generation), Community Offshore Wind (developed by RWE Offshore Renewables and National Grid Ventures), and Excelsior Wind (developed by Vineyard Offshore). This award included \$300 million in state investment to enable the development of two marquee supply chain facilities to manufacture offshore wind blades (developed by LM Wind Power Blades USA) and nacelles (developed by GE Vernova) in New York's Capital Region, unlocking \$968 million in combined public and private investments.

In alignment with PSC Orders and New York's 10-Point Action Plan, NYSERDA is issuing this fourth solicitation for Offshore Wind Renewable Energy Certificates (ORECs).

1.2 Background on NYSERDA

NYSERDA was created in 1975 by the New York State Legislature as a public authority and public benefit corporation. The Offshore Wind Orders authorize NYSERDA to act as the central administrator of the Offshore Wind Standard program, in a manner similar to NYSERDA's role in solicitations issued under the CES and the former Renewable Portfolio Standard Main Tier.

Pursuant to the Commission Orders regarding offshore wind, NYSERDA will purchase ORECs from the contracted Project(s) on behalf of the jurisdictional and voluntarily-complying Load Serving Entities (LSEs) in New York State within the Public Service Commission's jurisdiction, as well as the non-jurisdictional New York Power Authority and Long Island Power Authority that may opt to use NYSERDA as a purchasing entity, and will then sell the ORECs to the LSEs for compliance with the LSEs' offshore wind obligations. Each LSE will be obligated to purchase a percentage of ORECs acquired by NYSERDA in a given period that represents the portion of the electric energy load served by the LSE in relation to the total electric energy load served by all LSEs operating in New York State during that period.

1.3 Schedule

The schedule for ORECRFP23-1 is as follows (all times ET):

RFP Release Date	November 30, 2023
Responses to Written Questions Posted ⁵	December 15, 2023
Deadline for Submission of Written Questions or Suggested Contract Redlines ⁶	December 27, 2023, 3:00 p.m.
NYSERDA posts Index _B values for use in Agreement(s)	By January 3, 2024
Responses to Written Questions Posted ⁷	January 8, 2024
NYSERDA Portal Open for Registration	January 15, 2024
Deadline for NYSERDA Portal Registration NYSERDA Portal Open for Submissions	January 19, 2024, 3:00 p.m.
Proposal Submission Deadline	January 25, 2024, 3:00 p.m.
NYSERDA Award Notification Date	Expected February 2024
Contract(s) Executed	Expected Q2 2024

Please note that the above dates are subject to change. Notification of any changes to the RFP process or documents will be posted on the [NYSERDA 2023 Offshore Wind Solicitation website](#).

1.4 Proposal Fee

Each Proposer's Submission must be accompanied by a Proposal Fee which will be used by NYSERDA to offset the cost of the evaluation of Proposals. The base Proposal Fee of \$250,000 will cover the Required Proposal, as defined in Section 2.1.3. There will be an additional \$75,000 Proposal Fee for each additional Offshore Wind Generation Facility, either from a different lease area, or delivered to a second Injection Point from the same lease area, included in the Proposer's Submission beyond the first one.⁸ Alternate Proposals, as defined in Section 2.1.3, are permitted. Each Alternate Proposal that has a different Offer Capacity, Delivery Point, Injection Point, technical configuration, pricing structure (such as Interconnection Cost Sharing and/or Inflation Adjustment), and/or expected Commercial Operation

⁵ NYSERDA will post Responses to Written Questions on an ongoing, rolling basis.

⁶ Proposers can submit written questions or suggested contract revisions to NYSERDA at any time, and NYSERDA will respond on a rolling basis. NYSERDA does not guarantee responding to questions or suggestions to the draft form Agreement submitted after December 27, 2023.

⁷ NYSERDA will endeavor to post Responses to Written Questions on an ongoing, rolling basis and may publish additional Responses to Written Questions after January 8, 2024 as needed.

⁸ An Offshore Wind Generation Facility is limited to a single lease area and a single Injection Point. If the same Offshore Wind Generation Facility is offered with multiple Injection Point options, but each Proposal includes a single Injection Point for that Offshore Wind Generation Facility within a specific Proposal, each Injection Point option would represent an Alternate Proposal.

Date(s) will require an additional \$25,000 Proposal Fee. Inclusion of a second Contract Tenor in the Required Proposal or an Alternate Proposal will be accepted without incurring additional Proposal Fees.

Submission Component	Proposal Fee
Required Proposal, including up to two Contract Tenors. One Offshore Wind Generation Facility is included in the base price.	\$250,000
Each additional Offshore Wind Generation Facility in the Submission (up to total of three)	\$75,000
Each Alternate Proposal	\$25,000

The Proposal Fee will automatically be computed within the Master Offers Form. The Proposal Fee and the Contract Security amounts set forth in Article XV of the Agreement are the only fees or monetary obligations of the Proposer.

Detailed instructions for the payment of the Proposal Fee from NYSERDA's finance department are available by emailing offshorewind@nyserda.ny.gov with the subject line: ORECRFP23-1 Request for Proposal Fee Payment Instructions.

The Proposal Fee is non-refundable unless NYSERDA cancels this RFP prior to evaluation of Proposals. If this RFP is canceled by NYSERDA prior to evaluation of Proposals, 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 is selected by NYSERDA.**

1.5 Proposers' Communications with NYSERDA

Proposers may seek clarification on any aspect of this RFP and are encouraged to submit written questions⁹ by the deadline for responses listed in the schedule in Section 1.3. Written questions about this RFP should be sent to offshorewind@nyserda.ny.gov with the subject line "ORECRFP23-1 Question." Written answers will be provided by NYSERDA in response to questions and posted on the [NYSERDA 2023 Offshore Wind Solicitation website](#) on an ongoing basis. Questions and responses will be anonymized.

Prospective Proposers can also submit requested changes to the Standard Form Agreement (Appendix H) for NYSERDA consideration on or before the deadline for submission of written questions indicated in Section 1.3. NYSERDA will consider the requested changes and may provide feedback at its discretion about whether specific changes may or may not be acceptable through the written answers posted to the Solicitation website as noted above.

All pre-Proposal contacts with NYSERDA by prospective Proposers and interested parties regarding this RFP or related matters must be with the Primary Contacts or Other Designated Contacts.

⁹ Questions solely regarding the calculation or payment of the Proposal Fee may be directed to the Primary Contacts at offshorewind@nyserda.ny.gov and will be answered confidentially to the Proposer.

1.6 Modification or Cancellation of the RFP and Solicitation Process

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 any liability to NYSERDA (other than the return of uncommitted Proposal Fees if this RFP is canceled by NYSERDA prior to evaluation of Proposals, as described in Section 1.41.4), NYSERDA's Consultants, Specialist Reviewers or members of the Scoring Committee. Any changes to this RFP will be posted on the [NYSERDA 2023 Offshore Wind Solicitation website](#). Prospective Proposers are encouraged to check the website frequently to be advised of any RFP changes or other news. It is the Proposer's responsibility to check for, and conform to, any solicitation changes prior to submittal.

1.7 Proposal Completeness and Eligibility Review

Following submission, Proposals will first be examined to determine that they meet the eligibility requirements and include all required components. To be eligible for evaluation, Projects and Proposals must meet all eligibility requirements and Proposals must be complete, *i.e.*, contain all required contents listed in Section 6. NYSERDA will contact Proposers regarding any instances where it is unclear if an eligibility requirement is met or where the Proposal contents are deficient when compared to the Submission requirements. Proposers will be provided with a short, one-time opportunity to cure the deficiency prior to removing the Proposal from consideration.

1.8 Updates to Proposals

If, prior to the Proposal Submission Deadline, a Proposer wishes to modify a Proposal that was submitted before the Proposal Submission Deadline, Proposer should contact NYSERDA's Primary Contacts. Proposers will not have an opportunity to refresh or restate Proposals after the Proposal Submission Deadline unless requested by NYSERDA to do so. If Proposers provide new information that was not available at the time of their Proposal submission or the Proposal Submission Deadline, these updates are for informational purposes only and will not be treated by the Scoring Committee as a change or revision to the terms of the Proposal unless the information is provided at NYSERDA's request under Section 1.9. If there are any material events that affect the validity of the Proposal, Proposers must promptly notify NYSERDA in writing. NYSERDA reserves the right to consider these material events during Proposal evaluation.

1.9 Requests for Additional Information

Following the submission of Proposals, NYSERDA and/or the Scoring Committee may request clarification and additional information from Proposers at any time throughout the duration of the evaluation process. Such information will be subject to protection of proprietary information as described in Section 8.1, consistent with other Proposal submission materials. If the Proposer does not respond promptly to such information requests or does not provide adequate information, the affected Proposal(s) will be evaluated based on the information as originally submitted.

1.10 Interviews with Proposers

NYSERDA may request in-person and/or videoconference interviews with any Proposer, to be scheduled at a mutually convenient time.

2 PROJECT ELIGIBILITY REQUIREMENTS

2.1 Eligibility

To participate in this RFP, Proposers must pay the appropriate Proposal Fee as described in Section 1.4 and follow the instructions for Submission of Proposals as described in Appendix K. All Proposals must demonstrate compliance with each of the eligibility requirements enumerated in Sections 2.1.1 through 2.1.9 and include all contents listed in Section 6.

Prospective Proposers who currently hold an active agreement with NYSERDA with respect to the ORECs being offered in this solicitation must enter into a legally binding agreement that will cause the active agreement to automatically terminate at the conclusion of ORECRFP23-1, as detailed in Section 2.1.1.1.

All Proposers will be required to submit an executed Non-Disclosure Agreement as described in Section 6.2.4.6 of the RFP. The Non-Disclosure Agreement will require confidentiality during any pre-award contracting discussions commenced at NYSERDA's sole discretion during the period of time between the Proposal submission and award notifications. In the event that the Proposer receives an award, this Non-Disclosure Agreement will also cover the period of time between award notification and contract execution.

To be eligible for evaluation, Proposals must meet the following requirements, as described in the remainder of this Section 2:

- Located in the ocean waters of the United States (Section 2.1.1)
- Commercial Operation Date on or after January 1, 2015 (Section 2.1.1)
- Minimum Offer Capacity for each Offshore Wind Generation Facility in the Proposal is the lesser of 800 MW or the maximum remaining capacity available (i.e., not committed under an active offtake agreement) from the Proposer's lease area. Maximum Offer Capacity for each Offshore Wind Generation Facility is 1,400 MW (Section 2.1.1)
- Demonstrate site control of Lease Area and Injection Point (Section 2.1.5)
- Deliverable into the NYCA, with a Zone J or K Injection Point for the Required Proposal (Section 2.1.3, Section 2.1.6)
- Follow the guidelines in this RFP for HVAC or HVDC cabling and Meshed Readiness (Section 2.1.6)
- Be free from, or commit to eliminating or preventing, conflicts of interest, in each case as determined by NYSERDA in its sole discretion (Section 2.1.9)
- Submit a complete Submission that addresses all required content (Section 6.2)

NYSERDA will review submitted Proposals to determine whether they meet each of the eligibility requirements. Proposals that fail to meet these requirements will be ineligible for an award.

2.1.1 ORECs Offered

Each Proposal must be for ORECs produced from up to three Offshore Wind Generation Facilities located in the ocean waters of the United States that become operational on or after January 1, 2015.

Each Offshore Wind Generation Facility included in a Proposal must represent a minimum Offer Capacity of either 800 MW or the maximum remaining available capacity (i.e., not committed under an active offtake agreement) from the lease area and a maximum of 1,400 MW. A separate Agreement will be executed for each Offshore Wind Generation Facility. As further described in the Agreement, NYSDERDA will not commit to purchasing ORECs from an Offshore Wind Generation Facility to the extent arising from Operational Installed Capacity that exceeds the Maximum Project Capacity, calculated as the Offer Capacity multiplied by 1.10.

ORECs sourced from Projects that are substantially the same as, or are located in substantially the same location as, Projects granted awards under NYSDERDA's ORECRFP22-1 solicitation are not eligible under this RFP.

The OREC production from an Offshore Wind Generation Facility offered to NYSDERDA through this RFP, up to the Annual OREC Cap, may not be contractually committed to any other entity over the proposed Contract Delivery Term, except as described in Section 2.1.6 and in Section 3.04 of the Agreement. Awardee will retain ownership and all rights to ORECs that exceed the Annual OREC Cap. For avoidance of doubt, NYSDERDA seeks to acquire ORECs only, and will not have any claim to associated electric energy, capacity, or ancillary services associated with the ORECs.

A Proposer may not condition the acceptance of one Proposal on the acceptance of any other Proposal submitted in response to this RFP. All Proposals using overlapping lease area space will be mutually exclusive: that is, NYSDERDA will not award more than one Proposal from a given lease area unless the included Projects can both be accommodated within the given lease area.

As noted in Section 2.1.1.2, any Proposer whose Proposal is awarded in ORECRFP23-1 will be required to rescind any proposal from another state solicitation to the extent the proposal is mutually exclusive with the Proposal awarded in ORECRFP23-1. If a Proposer accepts an award of any Proposal under another state's RFP that is mutually exclusive with any Proposal submitted in ORECRFP23-1, the Proposer must notify NYSDERDA of the withdrawal of the affected Proposal from ORECRFP23-1 due to acceptance of another award.

2.1.1.1 Submission of Conditional Termination Agreement

NYSDERDA's current policy regarding OREC agreement termination, contract security and eligibility to submit Proposals into ORECRFP23-1 is described below. **Please note, the policy described herein is based on special and unique current circumstances and is not expected to apply to future solicitations and has been updated since the original policy was published on November 16, 2023.**

To be eligible to submit a Proposal in ORECRFP23-1, a Proposer cannot have an active agreement with NYSDERDA with respect to the ORECs being offered in this solicitation, **unless** the Proposer has entered into a legally binding agreement that will cause the active agreement to automatically terminate if the Proposer is not awarded under ORECRFP23-1.

This approach allows for the energy capacity associated with any project that has an OREC agreement in place that bids in ORECRFP23-1 but is not awarded to be made available to be awarded to any other selected proposer(s) in ORECRFP23-1 or a future solicitation.

The eligibility criteria will be satisfied if such a binding agreement is signed by the Seller and submitted to NYSERDA in conjunction with the Proposal Submission in accord with Section 6.2.4.6.

NYSERDA has prepared an updated form of Conditional Termination Agreement released with this RFP, **which has been updated since the original version was published on November 16, 2023**, that can be utilized by any Proposer with an OREC agreement in place with NYSERDA (an “Existing NYSERDA Agreement”) that elects to submit a Proposal into ORECRFP23-1. The form of conditional termination agreement is attached as Appendix L and includes the following key terms:

1. If the project subject to the Existing NYSERDA Agreement is **not** awarded in ORECRFP23-1:
 - a. The Existing NYSERDA Agreement will be automatically terminated; and
 - b. NYSERDA will have the right to retain the contract security provided pursuant to the Existing NYSERDA Agreement (the “Posted Contract Security”).
2. If the project subject to the Existing NYSERDA Agreement **is** awarded under ORECRFP23-1:
 - a. The Existing NYSERDA Agreement will terminate concurrently with the execution of a new OREC agreement for the project’s award under ORECRFP23-1; and
 - b. The Posted Contract Security will be **added** to the amount of contract security required to be posted in connection with the ORECRFP23-1 award and will be drawable in accordance with the same terms and conditions that apply to such award.
 - c. If the Offer Capacity associated with the award in ORECRFP23-1 is less than the Offer Capacity under the Existing NYSERDA Agreement, NYSERDA will draw on and permanently retain the portion of the Posted Contract Security that is proportional to the percent reduction in the proposed Offer Capacity compared with the Offer Capacity under the Existing NYSERDA Agreement.

For the avoidance of doubt, prior to the time at which the Existing NYSERDA Agreement terminates, the Seller would be required to continue to post contract security pursuant to the Existing NYSERDA Agreement to the extent required by the Existing NYSERDA Agreement, to avoid a default and to maintain the Existing NYSERDA Agreement in effect.

2.1.1.2 Submission into Another State Solicitation

Any Proposer whose Proposal is awarded in ORECRFP23-1 will be required to rescind any proposal from any other state solicitation to the extent the proposal is mutually exclusive with the Proposal awarded in ORECRFP23-1. If a Proposer accepts an award of any proposal under another state’s solicitation that is mutually exclusive with any Proposal submitted in ORECRFP23-1, the Proposer must notify NYSERDA within 24 hours of the withdrawal of the affected Proposal from ORECRFP23-1 due to acceptance of another award.

2.1.2 Contract Delivery Term

Each Proposal must specify an expected Commercial Operation Date and Contract Tenor. Proposers may elect to divide Project Offer Capacity into multiple phases, with each phase subject to a Contract Delivery Term specific to that phase as further described below. For a multi-phase Proposal, the Proposer must specify the expected Commercial Operation Date and Offer Capacity of each phase in the Offer Data Form.

The Contract Delivery Term for each phase of a Project will commence on the first day of the month after the actual Commercial Operation Date for the phase and end at the date upon which the Contract Tenor has elapsed for the phase or at the Outer Limit Date, whichever occurs first. If less than twenty-five percent (25%) of a phase of the Project has commenced Commercial Operation (as determined on an Operational Installed Capacity basis as compared to the Offer Capacity), Seller may elect to delay the commencement of the phase's Contract Delivery Term for a period not to exceed one year after any portion of the Project has achieved Commercial Operation.

2.1.3 Required and Alternate Proposals

All Proposers must submit a Required Proposal and may also submit an uncapped number of Alternate Proposals with varied parameters as described below.

- The **Required Proposal** may use either the Index OREC or Fixed OREC pricing structure, must include pricing for a 25-year Contract Tenor, may additionally include pricing for a 20-year Contract Tenor, and must reflect energy delivered through radial transmission from each Offshore Wind Generation Facility to an Injection Point in NYCA Zone J or K. Required Proposals may use HVAC or HVDC and Meshed Ready transmission systems as described in Section 2.1.6. See Section 2.1.6 for additional requirements related to the radial export cable interconnection.
- The Required Proposal may include pricing with or without Interconnection Cost Sharing or Inflation Adjustment.
- **Alternate Proposals** may be for ORECs delivered from Offshore Wind Generation Facilities of other technical configurations, other Offer Capacity, other Injection Point(s) and/or Delivery Point(s), other economic benefit packages, or other expected Commercial Operation Dates. Alternate Proposals may be for either a 20-year or 25-year Contract Tenor (or both Contract Tenors) and must offer either an Index OREC Strike Price or a Fixed OREC Price as described in Section 2.1.4. Alternate Proposals may use HVAC or HVDC and Meshed Ready transmission systems as described in Section 2.1.6. See Section 2.1.6 for additional requirements related to the radial export cable interconnection. Alternate Proposals may include pricing with or without Interconnection Cost Sharing or Inflation Adjustment.

NYSERDA will select no more than 1,400 MW delivered via a single HVDC cable or up to 900 MW delivered via up to two HVAC cables into Zone J Delivery Point(s) and no more than 2,800 MW with a Zone K Delivery Point. Accordingly, NYSERDA encourages Proposers to consider submission of Alternate Proposals with both Zone J and Zone K Delivery Points.

2.1.4 Pricing

Each Proposal must include a firm offer price using either the Index OREC pricing structure or the Fixed OREC pricing structure as described in Section 4.1. If a Proposal includes multiple Offshore Wind Generation Facilities that have different Delivery Points, separate pricing may be submitted for each. Offer prices for each Proposal are all-inclusive, that is, for all components of the Project and any other investments committed under this RFP. Under the Index OREC pricing structure, the OREC price varies monthly and is calculated as the Index OREC Strike Price minus the sum of the Reference Energy Price and the Reference Capacity Price, as described in Section 4.1.2.

Each Proposal should be priced assuming that the Project will operate in a dedicated radial configuration. Section 4.3.1 describes modifications to be made to the Agreement if and when an offshore transmission network were to be implemented.

If a Selected Project becomes eligible for and obtains Project Qualifying Federal Support, there will be an adjustment to the Fixed OREC Price or to the Index OREC Strike Price, as appropriate, to provide for a sharing of the Project Qualifying Federal Support between NYSDERDA and Seller. The price adjustment will be computed as described in Section 5.07 of the Agreement such that 75%¹⁰ of the net benefit of the Project Qualifying Federal Support would be applied to a reduction in the Fixed OREC Price or the Index OREC Strike Price, as appropriate. The net benefit of the Project Qualifying Federal Support will account for increased costs related to development, construction or operation that the Project must incur in order to qualify for a higher level of Project Qualifying Federal Support, including costs related to new U.S. content or similar sourcing requirements, prevailing wage requirements or apprenticeship requirements.

For each Selected Project, in the event the Interconnection Cost Allocation ultimately assigned to the Project is lower than the Interconnection Cost Allocation Baseline reflected in Section 5.04 of the Agreement, 80% of the Interconnection Net Savings or the Interconnection Net Savings less \$50 million (whichever is greater) will be applied to a reduction in the Index OREC Strike Price or Fixed OREC Price. Additional details on this adjustment mechanism and offer price assumptions to be made by the Proposer are provided in Section 4.2.1 and in Section 5.04 of the Agreement.

2.1.4.1 Interconnection Cost Sharing (optional)

Proposals may include a price structure that contemplates an Interconnection Cost Sharing approach wherein the Interconnection Cost Allocation would be absorbed fully by the Proposer up to a certain

¹⁰ With respect to Qualifying Federal Support that arises from Section 45(b)(9), Section 45(b)(11), Section 48(a)(12) or Section 48(a)(14) of the Internal Revenue Code in existence on the Proposal Submission Deadline and is realized other than through, for domestic content requirements, a waiver process as described in 49 C.F.R. § 661.7 (or similar process) offered by the U.S. Department of Treasury, the Internal Revenue Service or other federal authority under which the steel, iron, or manufactured products of the Selected Project were not produced in the United States and did not meet the requirements of 49 C.F.R. § 661.5(b)-(d), or for energy communities, a waiver or exception process, 75% will be replaced with 50%.

level, but above that level incremental Interconnection Cost Allocations would be shared between the Proposer and NYSERDA (with NYSERDA's cost share to be added to the Index OREC Strike Price or Fixed OREC Price). Additional details on this adjustment mechanism are provided in Section 4.2.1 and in Section 5.04 of the Agreement. Proposals that include this adjustment will be evaluated using a risk-adjusted price adder as further described in Section 4.4.

2.1.4.2 Inflation Adjustment (optional)

Proposals may include a price structure where the Index OREC Strike Price or Fixed OREC Price would be subject to a one-time adjustment to reflect changes in certain price indices presented in Section 4.2.2 and in Exhibit Q of the Agreement. Additional details on this adjustment mechanism are provided in Section 4.2.2 and in Section 5.03 of the Agreement. Proposals that include this adjustment will be evaluated using a price adder reflecting NYSERDA's inflation expectation as further described in Section 4.4.

2.1.5 Site Control

Proposer must either (a) hold an irrevocable right or option to develop the entire Offshore Wind Generation Facility site footprint within a federal BOEM commercial wind energy lease area; (b) demonstrate the existence, within or as a part of the Proposal, of a fully-executed lease for the BOEM commercial wind energy lease area within which the Offshore Wind Generation Facility is to be sited; or (c) demonstrate that it is a provisional winner of a BOEM wind energy area lease sale pursuant to 30 C.F.R. 585 and is proceeding toward lease execution. Proposers must notify NYSERDA promptly upon the execution of such lease. Section 9.01(c) of the Agreement requires Seller to warrant that it "has, or reasonably expects to have prior to the time needed, all real property rights to construct, interconnect, and operate the Selected Project."

Proposers must identify the proposed Delivery Point(s), and, if interconnecting to another Control Area, Injection Point(s), describe what rights Proposer has to the Injection Point(s), and provide a detailed plan and timeline for the acquisition of any additional rights necessary for the interconnection(s) and for the right-of-way for transmission radial line to the Injection Point(s) and (if applicable) transmission from the Injection Point to the Delivery Point. Such rights may be held by Proposer directly or indirectly via partnership with a transmission developer. A Proposer may enter into a contractual arrangement with a transmission developer to support evidence of site control, which NYSERDA may consider in its evaluation of Project viability.

2.1.6 Interconnection and Deliverability

Proposers must demonstrate that energy generated by the Offshore Wind Generation Facility can be delivered into the NYCA. The Required Proposal must incorporate an Injection Point in NYCA Zone J or Zone K. Project eligibility requirements do not preclude the option to propose multiple Injection Points in NYCA as may be necessary to reasonably minimize interconnection costs.

Alternate Proposals may interconnect in an adjacent Control Area. Such Proposals must address compliance with the relevant Open Access Transmission Tariff, transmission from the Injection Point to the Delivery Point and delivery to NYCA at the Delivery Point, the Electricity Delivery Requirements

contained in Article III of the Agreement and accord with the NYGATS tracking system that records generation attribute information in the Interconnection and Deliverability Plan. NYSERDA will not be responsible for any wheeling charges or any other transmission or administrative related cost levied by an adjacent Control Area associated with delivery of energy to the NYCA at the Delivery Point, other than payment of the contractually determined OREC Price.

Proposals may utilize HVDC and/or HVAC cabling, subject to the following requirements, conditions and considerations:

- A. Proposals are encouraged to utilize HVDC transmission where feasible, especially for undersea cable routes through the Lower New York Bay, Raritan Bay, Arthur Kill, the Narrows, the Upper Bay (New York Harbor), the East or Hudson Rivers, Block Island Sound or the Long Island Sound (collectively, the “Constrained Areas”).
- B. Any Required Proposal utilizing HVDC export transmission must be Meshed Ready according to Appendix F. Alternate Proposals using HVDC proposals that do not include a Meshed Ready system must correspond to a Proposal that is the exact same in all other respects and provide justification for exclusion from the Meshed Ready system.
- C. Subject to the “Special Rules for HVAC Replacement” (defined below), any radial HVAC cable route from the Offshore Wind Generation Facility to shore must not cross any of the Constrained Areas.
- D. Subject to the “Special Rules for HVAC Replacement” (defined below), no HVAC cables whatsoever (including connecting a converter station to a point of interconnection) may be sited through the Narrows, in the East River between the Brooklyn and Throggs Neck Bridges, or in the Hudson River north of Battery Park (the “Prohibited Areas”).
- E. Proposals that contemplate siting any HVAC cables (including connecting a converter station to a point of interconnection) in any Constrained Areas other than the Prohibited Areas must demonstrate that there is adequate remaining right of way to install at least two additional marine HVDC cables, beyond any cabling already planned under existing contracts to NYSERDA, in the same location(s) as the proposed HVAC cable(s).
- F. Special Rules for HVAC Replacement. The eligibility of any Proposal submitted as a “HVAC Replacement” Proposal will be contingent upon the termination¹¹ of the OREC Purchase and Sale Agreement with NYSERDA of the Empire Wind 1 project, the cable footprint of which contemplates HVAC cabling through Constrained Areas and was executed prior to the publishing of the Power Grid Study Orders. Notwithstanding the rules that would otherwise apply to the siting of HVAC cabling, HVAC Replacement Proposals may site up to two radial HVAC cables from the Offshore Wind Generation Facility to shore in a manner such that the cable route crosses

¹¹ Please see Section 2.1.1.1 for more information regarding the termination of existing offtake contracts.

Lower New York Bay, the Narrows and/or the Upper Bay (New York Harbor) south of Governors Island.

For the Required Proposal and for any Alternate Proposal including a direct interconnection to the NYCA, Proposers must have submitted a valid Large Facility Interconnection Request with the NYISO. Proposals seeking interconnection through the ConEd Hub must submit a Large Facility Interconnection Request promptly upon the ConEd Hub becoming made available in the NYISO interconnection process. For Offshore Wind Generation Facility Proposals that would interconnect in an adjacent Control Area, Proposers must have submitted a similar interconnection request to ISO New England or PJM, as applicable.

To evaluate the interconnection status and deliverability of a Project, as stated in Appendix A, Proposer must grant to NYSERDA the right to share with NYISO, adjacent RTOs, and owners of transmission facilities, as applicable, confidential information about any Proposal submitted by the Proposer. Proposer agrees that NYSERDA is authorized to solicit and receive status and other technical details of the Proposer's interconnection request from the relevant Control Area. Proposer agrees to execute such authorizations and documentation as may be required to allow NYSERDA access to such information. Proposer must also authorize NYISO, adjacent RTOs, and owners of transmission facilities, as applicable, to release information to NYSERDA that may otherwise be considered confidential under the relevant rules or policies of such organizations. NYSERDA understands that certain aspects of the confidential information that may be requested from NYISO, adjacent RTOs, and owners of transmission facilities may be deemed to be Critical Energy Infrastructure Information (CEII). NYSERDA will adhere to all requirements with respect to access to and distribution of CEII information as may be required by NYISO, adjacent RTOs, or owners of transmission facilities. Proposers may be required to cooperate with NYSERDA and to execute waivers or other documentation necessary for NYSERDA to acquire such information from the relevant RTO. In submitting a Proposal via this RFP, the proposer affirms NYSERDA's right to engage with the NYISO, adjacent RTOs and owners of transmission facilities, as applicable to support the evaluation of its Proposal.

Proposals may present a plan for alternate uses of a Project's electric output (i) in excess of the Annual OREC Cap or (ii) generated at times during which the delivery and sale of such electrical output at the Delivery Point is not possible due to curtailment of the Project by the NYISO, subject to the requirements of Section 3.04 of the Agreement. Any such plan must include specific mechanisms for measuring and allocating electric output to ensure that the alternate use is associated only with electric output falling within the two categories referenced in this paragraph and shall be subject to NYSERDA's approval or denial in NYSERDA's reasonable discretion.

2.1.7 Decarbonization Strategy

Proposed Projects will not only offset emissions, but also should work to strategically address embodied carbon or other carbon reduction techniques in contribution toward New York State's decarbonization goals prescribed through the Climate Act. Proposers must submit a Decarbonization Strategy as described in Section 6.2.4.4. The Decarbonization Strategy should demonstrate the Proposer's understanding of the carbon footprint of the Project overall and include a description of how, by design,

the Project is actively seeking opportunities to reduce the amount of embodied carbon to comply with the requirement described in Section 2.2.14. Further commitments or strategies for carbon reduction beyond the Project development taken by the Proposer should be included in the Decarbonization Strategy.

2.1.8 Climate and Resilience Strategy

Proposed Projects must consider climate impacts and resilience in their designs and submit a Climate and Resiliency Strategy as described in Section 6.2.4.5. The Climate and Resiliency Strategy should showcase the Proposer's understanding of climate risks and a description of how the Project design has been developed to mitigate those risks.

2.1.9 Conflicts of Interest, Required Disclosures and Certifications

Proposers must be free from, or commit to eliminating or preventing, conflicts of interest, in each case as determined by NYSERDA in its sole discretion, in accord with Section 8.8.

Proposers must execute the Proposer Certification Form (Appendix A).

Proposers must comply with the disclosure requirements stated in Sections 8.2 and 8.5.

Proposers must submit a Certification Under Executive Order No. 16, as published by the Office of General Services and available here: <https://ogs.ny.gov/EO-16>, in accord with Section 8.11.

Proposers are required to complete the [Vendor Responsibility Checklist](#) and submit it with the Proposal.

2.2 Contract Commitments Relating to Considerations Identified in the Offshore Wind Orders and New York State Public Service Law

The Offshore Wind Orders authorize NYSERDA to include, at its discretion, certain contract requirements in agreements resulting from this solicitation. The following sections highlight selected requirements that NYSERDA has adopted and incorporated into the Agreement. Proposers should carefully review the Agreement to gain a full understanding of all contractual commitments.

2.2.1 Prevailing Wage Requirement

In accordance with Labor Law § 224-d(2), and NYSERDA's requirements as contained in the Agreement, and unless otherwise provided in a Project Labor Agreement (PLA) covering the construction of the Project, all laborers, workmen and mechanics (within the meaning of those terms under NYS Labor Law Article 8) performing construction activities within the United States (including federal waters) with respect to the Project, including, but not limited to, the 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 an amount not less than the Prevailing Rates (as determined under NYS Labor Law Section 220 for construction activities in New York, or pursuant to the Agreement for construction activities elsewhere as determined by analogous state law) that would be applicable to a public work in the area where the subject Project construction activities occur. Unless provided otherwise in any negotiated PLA, it is generally expected that covered construction, for these purposes,

will include United States-based offsite fabrication traditionally performed on-site by construction craft when that fabrication produces items specifically designed for construction of the Project, fabrication occurs off-site for the convenience of the contractor, and the fabrication is part of a single integrated construction process. For construction activities in federal waters, the rates shall be those applicable at the location of the port or ports from which the laborers, workmen or mechanics are based for purposes of that offshore work. In the event that workers for a Project are based from multiple ports, Sellers must come to agreement with NYSERDA on uniform rates to apply to the Project. For the avoidance of doubt, in the event that Labor Law § 224-d(2) does not apply as a matter of law to work performed in federal waters, NYSERDA nonetheless requires the payment of Prevailing Rates as a matter of contract. This requirement applies: (1) to all laborers, workmen and mechanics performing construction activities, whether direct employees of the Seller or of Seller's subcontractor(s), and (2) regardless of whether or not such employment was claimed as an Incremental Economic Benefit in its Proposal. No less than six months prior to the start of Construction, Seller must notify NYSERDA of its intent to commence construction activities, and in cooperation with the New York State Department of Labor, generate a prevailing wage determination for the Project, as will be updated from time to time. Unless relieved of such requirements by entering into a duly executed PLA in accordance with NYS Labor Law § 222, Seller will be responsible for complying with all prevailing wage requirements (including but not limited to reporting requirements) under New York State Labor Law §§ 220, 220-b, and 224-d. In addition, Seller may be called upon to report compliance with the Prevailing Wage Requirement throughout the Term of the Agreement. See Section 18.10 of the Agreement.

2.2.2 Project Labor Agreement

As referenced herein, a PLA refers generally to a single collective bargaining agreement (including a pre-hire agreement) covering both contractors in the construction industry working on a Project and a bona fide building and construction trade labor organization representing the craft workers on that Project.

After consideration of the potential impact of a PLA, NYSERDA has concluded that a PLA, with appropriate terms, could serve the State's and public's interest. Accordingly, as is described more fully in Section 18.11 of the Agreement, each awardee will be required to present to NYSERDA for its review a plan outlining a list of the expected PLAs with the parameters outlined in Appendix G to cover all construction activities on the Project, as defined in Section 2.2.1, within the United States (including in federal waters). NYSERDA should thereafter be kept apprised of negotiations as they proceed, and NYSERDA shall have the right to have one or more representatives attend negotiation sessions as it determines is in its best interests. Additional guidance regarding PLAs and how they should be represented in the New York Jobs and Workforce Plan is described in Appendix G.

Such negotiations are to cover, at a minimum, the topics described below.

Each PLA should contain:

1. Provisions that appropriately limit applicability of the PLA to United States-based (including federal waters) covered work on the Project (and not extending to any other work performed by Project contractors and subcontractors, or to the work of their affiliated entities), ensuring

that Project contractors or subcontractors are not required to become a signatory to any other labor agreement, and appropriately providing for the supremacy of the PLA over any potentially conflicting labor agreements that might otherwise apply to contractors and subcontractors. The PLA must apply to all covered construction and all contractors and subcontractors, of whatever tier, performing construction work on the Project (subject to appropriate exceptions), and the PLA should be available to all contractors and subcontractors, of whatever tier, regardless of their union affiliation;

2. Provisions for appropriate union recognition and security (limited to Project work) and the referral of skilled craft workers, including provisions for staffing in the event qualified referrals are not reasonably available and for the reasonable use of a number of core employees by contractors and subcontractors (regardless of union affiliation and referral practices that might otherwise exist);
3. Comprehensive labor harmony provisions to ensure against Project disruption as a result of worksite disputes or other labor disputes of any kind;
4. Comprehensive provisions for the resolution of workplace disputes through third party resolution, including provisions for the resolution of jurisdictional disputes (without Project disruption), and appropriate provisions for labor management cooperation;
5. Appropriate provisions to allow the cost effective and efficient coordination of multiple trades and contractors and subcontractors (notwithstanding any local labor agreements that might otherwise be applicable to contractors and subcontractors), as well as other appropriate management rights (such as adequately ensuring the Contractors'/subcontractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location; use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices; the installation or use of materials, supplies or equipment regardless of their source (including as may be required by a vendor and/or to ensure warranty coverage); and to perform off-site work, subject to any restrictions imposed by law);
6. Appropriate provisions promoting MWBE and SDVOB employment, as well as the employment of New York workers and low-income workers;
7. Appropriate provisions for the use of apprentices; and
8. Appropriate provisions for rules governing worksite access and conduct.

Awardees may appoint or delegate to a contractor or third party the authority to conduct such negotiations and/or to execute the PLA(s); however, the responsibility to deliver the PLA(s) and to ensure its sufficiency and compliance with its terms will remain with awardee. Each 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. Seller will be required to address all eight items required in the PLA in their Contract Quarterly Reports, such as number of in-state jobs provided, MWBE and SDVOB employment statistics, education and apprenticeship programs, quantitative and qualitative data regarding engagement with New York labor groups, among others as outlined in the Agreement and reflective of ongoing compliance with the PLA. Section 18.11 of the Agreement provides further procedures should the awardee fail to reach agreement on a final PLA within that timeline.

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 and the public it serves with respect to the Project, and will include consideration of Project viability, the cost-effectiveness of the PLA, and the need for timely Project completion.

2.2.3 Labor Peace Agreement

New York State Public Service Law 66-r (3) requires that the Agreement include a stipulation that the owner of the Project, or a third party acting on the owner's behalf, stipulate to entering into a Labor Peace Agreement (LPA) with a bona fide labor organization representing, or attempting to represent, employees providing operations and maintenance services for the Project. As described more fully in Section 18.11-a of the Agreement, pursuant to and to the extent legally required by New York State Public Service Law 66-r(3), the maintenance of such an LPA shall be an ongoing material condition of any continuation of payments under the Agreement.

2.2.4 U. S. Iron and Steel (Buy-American)

New York State Public Service Law (PSL) § 66-r (4) (a) (the Buy-American Act) requires public entities to include within the terms and conditions of any covered contracts a contractual requirement that "iron and structural steel used or supplied in the performance of the Contract or any subcontract thereto[,] and that is permanently incorporated into the public work, [be] produced or made in whole or substantial part in the United States, its territories or possessions." However, PSL § 66-r (4) (b) provides that the Buy-American requirement "shall not apply if the head of the department or agency constructing the public works, in his or her sole discretion, determines that the provisions would not be in the public interest, would result in unreasonable costs, or that obtaining such steel or iron in the United States would increase the cost of the contract by an unreasonable amount, or such iron or steel, including without limitation structural iron and structural steel cannot be produced or made in the United States in sufficient and reasonably available quantities and of satisfactory quality." The Buy-American Act requires the soliciting agency to make such determination in each RFP.

For this RFP (ORECRFP23-1), NYSERDA has determined that "structural" iron or steel components are load bearing, necessary to create the structure of the installation, are comprised of steel or iron, and do not include components that are core to the function of producing electricity (i.e., wind turbine nacelle and internal components. These structural components that are "permanently incorporated" into the Project ("Covered Components") include: (1) the tower supporting the turbine, inclusive of any platforms, transition pieces, or other similar structural elements permanently affixed to the tower; (2) elements incorporated into or comprising the foundation supporting the tower, including a steel monopile or reinforcing iron or steel; (3) reinforcing iron or steel incorporated into or supporting the foundation of any offshore substation; and (4) reinforcing iron or steel incorporated into the offshore substation topside which houses the electrical equipment.

NYSERDA has determined that the following components are operational by nature and are **NOT** "structural" iron or steel components that are "permanently incorporated" into the Project, and therefore are **NOT** "Covered Components" subject to the Buy-American Act: (1) rotor hub; (2) main shaft; (3) main frame (transition from nacelle to tower; (4) yaw system; (5) rotor blades; (6) rotor

bearings; (7) gearbox; (8) generator; (9) pitch system; (10) power converter (11) transformer; (12) brake system; (13) nacelle housing; (14) electrical equipment; and (15) cables, screws, and other fasteners.

In accordance with the objectives of the Buy-American Act, NYSERDA has undertaken a study to examine the implications of the Buy-American Act as applied to the Offshore Wind Generation Facilities and associated Project components anticipated to be the subject of Proposals submitted in response to this RFP (ORECRFP23-1). On the basis of this study, and in consideration of the factors set forth in the Buy-American Act, NYSERDA has determined that steel plate with the necessary thickness, dimension, and strength properties used to manufacture monopile foundations cannot be produced or made in the United States in sufficient and reasonably available quantities without incurring unreasonable expense. Furthermore, for other Covered Components, NYSERDA has determined that requiring all structural iron or steel to be sourced domestically would not be in the public interest, as it may result in unreasonable increased costs and schedule delays, and the limited availability of large-dimensioned (length, width, and thickness) heavy steel plate and may negatively impact Project cost and schedule. The study also examined the feasibility of a contractual requirement to use domestic structural iron and steel. The study found that a contractual requirement for reasonable minimum amount of U.S. iron and steel to be used in each Project would align with New York State's policy goals to incentivize utilization and growth of the offshore wind supply chain, including the U.S. steel industry that supports it, and reduce embodied carbon.

For this RFP (ORECRFP23-1), and in accordance with the Buy-American Act, the President and CEO of NYSERDA has determined that requiring all structural iron or steel to be produced in the United States would not be in the public interest for the reasons stated above; however, use of iron and steel that is produced in New York, and in the United States, is valued by NYSERDA. Accordingly, as a matter of procurement policy in promoting the intent of the New York Buy American Act, any Project awarded a contract in ORECRFP23-1 is required to establish that it procures a minimum of \$114,000 per MW of Offer Capacity of steel components that are manufactured with U.S. iron and steel for use in the Project. In addition to the minimum requirement of \$114,000/MW of Offer Capacity to be spent on U.S. iron and steel components, Proposers who commit to additional U.S. iron and steel spending will be evaluated favorably in the Economic Benefits evaluation, as described in Section 3.3.1. Claimed expenditures associated with purchasing commitments for U.S. Iron and Steel will be entered in the Agreement as Expected U.S. Iron and Steel Dollars.

To the extent a Project falls short of the minimum dollar requirement determined for the project, any shortfall will be addressed through the remedy provided in Section 12.02 of the Agreement. For more information on U.S. Iron and Steel commitments, please see Sections 12.02 and 12.11 of the Agreement.

Proposers must commit to consultation with the U.S. Steel Industry and include a description of proposed engagement as part of the Stakeholder Engagement Plan in Appendix E, and if awarded a contract, Proposers must agree to provide U.S. iron and steel component manufacturers the opportunity to supply the Project and use the New York Offshore Wind Supply Chain Database as further described in Section 2.2.13.

2.2.5 Consultation with New York State Agencies

Proposers must agree, if awarded a contract, to consult with certain New York State agencies during planning and development of the Offshore Wind Generation Facility, including the transmission radial line to the on-land Injection Point. The intention of these consultations is to provide the agencies with a greater understanding of the Project and inform the contract awardee about important resource considerations and the permitting approach early in the process, and to inform the approach with feedback from stakeholders and New York State agencies in an effort to reduce uncertainty, improve transparency, and minimize conflicts. Earlier, periodic informal consultations are advised to narrow issues and streamline the formal process. This requirement will be accomplished in parallel with the federal process, recognizing that BOEM has primary jurisdiction over the offshore aspects of a Project.

At a minimum, contract awardees will be required to consult with the following agencies relating to agency goals and responsibilities on the following topics:

1. The New York State Department of State (DOS) with respect to a Project's consistency with the policies set forth in the State's Coastal Management Program;
2. The New York State Department of Environmental Conservation (DEC) with respect to assessment and mitigation of potential environmental impacts, including but not limited to, water quality, air quality, benthic communities, fish, fisheries and wildlife impacts of the Project;
3. The New York State Office of Parks, Recreation and Historic Preservation (OPRHP) with respect to the assessment and mitigation of effects on sites of historic or archeological significance;
4. The New York State Department of Public Service (NYDPS) with respect to a Project's electrical interconnection and any applicable regulatory requirements under the Public Service Law;
5. The New York State Office of General Services (OGS) with respect to a Project's electrical interconnection involving State land;
6. New York State Department of Labor for current State policies on labor and wage compliance;
7. New York Climate Justice Working Group's (CJWG) efforts to ensure underserved communities benefit from the state's transition to renewable energy, providing Disadvantaged Communities with reduced pollution, cleaner air, and economic opportunities.
8. NYSERDA as a point of contact with respect to a Project's general consistency with the New York State Offshore Wind Master Plan and stakeholder feedback; and
9. NYSERDA with respect to identifying and delivering benefits to Disadvantaged Communities.

More specifically, the required consultation will consist of the following steps:

1. At the time it submits a proposed Site Assessment Plan (SAP) to BOEM, a contract awardee will also submit the proposed SAP to DOS, DEC, OPRHP, NYDPS, OGS, NYSERDA, and any other state agency that NYSERDA notifies contract awardee to include (each, a "Consulting State Agency"), so that each such Consulting State Agency may provide input on the SAP concurrently with BOEM's review. Each Consulting State Agency will provide to the contract awardee the agency's initial comments on the proposed SAP – either jointly or individually – within 60 calendar days of receipt. The contract awardee then must meet or engage with each Consulting State Agency

that requests a meeting at reasonable times and intervals in an effort to attempt to resolve any issues.

If a contract awardee has already submitted its SAP to BOEM at the time of its Proposal under this RFP, the contract awardee should so state in its Proposal and propose an alternative process for consultation with the Consulting State Agencies.

2. At the time it submits a proposed COP to BOEM, a contract awardee will also submit the proposed COP to the Consulting State Agencies, so that each Consulting State Agency may provide input on the SAP concurrently with BOEM's review. Each Consulting State Agency will provide to the contract awardee that agency's initial comments on the proposed COP – jointly or individually – within 60 days of receipt. The contract awardee then must meet or engage with those Consulting State Agencies that request such a meeting, at reasonable times and intervals in order to attempt to resolve any issues. If a contract awardee has already submitted to BOEM a COP at the time of its Proposal under this RFP, the contract awardee should so state in its Proposal and propose an alternative process for consultation with the Consulting State Agencies with respect to the COP.
3. The requirements and processes set forth in paragraphs 1 and 2 above will apply to any component, or resubmittal of a SAP or a COP, respectively, that a contract awardee submits to BOEM, including, but not limited to, any required surveys or documentation required under the National Environmental Policy Act and BOEM Offshore Wind Programmatic Environmental Impact Statements (PEIS). Thus, the contract awardee will submit all SAP and COP components and revisions to the Consulting State Agencies concurrent with submission to BOEM.
4. Proposers are directed to reference Section 8.1, where the treatment of confidential information is discussed. The Consulting State Agencies will not disclose information generated by those agencies (such as comments on draft materials) that they determine contains confidential trade secret information provided by a contract awardee to third parties. Notwithstanding an assertion by a contract awardee that particular information constitutes confidential trade secret information exempt from FOIL, the Consulting State Agencies will make their own determinations as to how to comply with the law and whether a FOIL exemption applies. In order to do so, the Consulting State Agencies may request further information from a contract awardee about contract awardee's asserted justification for withholding designated information. Any agreement on the part of any Consulting State Agency to exempt certain information from FOIL disclosure shall not bind any other agency and shall not diminish a contract awardee's obligation to make non-proprietary Site and Environmental Data available to the public.
5. The consultation requirements set forth above in this Section 2.2.5 do not obviate or replace the federal Coastal Zone Management Act regulatory requirement in 15 CFR Part 930 and in the event of conflicting timeframes, the federal regulations will prevail.

6. Contract awardees will provide NYSERDA updates on these consultations in their Contract Quarterly Reports. More details on reporting requirements are set forth in Section 6.4.16 (Stakeholder Engagement Plan).

2.2.6 Participation in Technical Working Groups

Proposers must agree, if awarded an Agreement, to reasonably participate in the Environmental, Commercial and Recreational Fishing, Maritime, Jobs and Supply Chain, and Environmental Justice Technical Working Groups (TWGs), as well as any other TWGs formed in the future and relevant technical conferences covering other topics relevant to this RFP. This includes participation in TWG meetings and engaging with the relevant stakeholder groups within the TWG regarding the proposed Project.

2.2.7 Support for Monitoring Key Commercial Fish Stocks and Wildlife

Proposers must agree, if awarded an Agreement, to provide financial and technical support to regional monitoring of wildlife and fish and invertebrates that support economically important fisheries through a minimum contribution of \$10,000 per MW of Offer Capacity. This financial support is above any site-specific monitoring or survey programs that are required by state and federal regulatory agencies in order for the Project to meet permitting requirements. Within 90 days of the Effective Date, Proposer will provide for NYSERDA's approval a plan for the commitment of the funding ("Monitoring Plan"). The Monitoring Plan shall require the commitment of fifty percent of the funding within one year of the award, and the remaining fifty percent within two years of the award. Commitment of funding shall follow the approved Monitoring Plan unless otherwise agreed to by NYSERDA. Of the total committed funds, no less than five thousand dollars (\$5,000) per MW of Offer Capacity shall be allocated to support regional monitoring of fish and invertebrates that support economically important fisheries to better understand how offshore wind energy development is potentially altering the biomass and/or distribution of these stocks, and no less than five thousand dollars (\$5,000) per MW of Offer Capacity shall be allocated to support regional monitoring of wildlife of conservation concern to better understand how offshore wind energy development effects distribution and abundance of sensitive species. These monitoring efforts may be committed via regional monitoring organizations (*e.g.*, Regional Wildlife Science Collaborative for Offshore Wind or Responsible Offshore Science Alliance) or independently by the Proposer (or some combination) upon NYSERDA approval. In any case, such funding shall be directed to advance the responsible development of the offshore wind energy industry generally, and not exclusively to offset the investments necessary for permitting the Project. The financial support required by this Section 2.2.7 may be provided by any combination of (i) disbursement to a not-for-profit organization with the capacity for undertaking the monitoring work described herein, and (ii) direct expenditure to finance the monitoring work described. Seller will report the specific spending activity, including amount, purpose and result of investment, in their quarterly progress reports required by Section 6.02 of the Agreement.

2.2.8 Site and Environmental Data Transparency

If awarded a contract, 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 (separately and collectively, “Site and Environmental Data”). Contract awardees will be required to provide NYSERDA, within 90 days of contract execution, a “Data Management and Availability Plan” detailing how Site and Environmental Data will be made available on an ongoing basis as soon after collection as is practicable for use by third parties in decision making around adaptive management. The “Data Availability Plan” must follow the guidelines in [Wildlife Data Standardization and Sharing: Environmental Data Transparency for New York State Offshore Wind Development](#) or other accepted guidance. The Plan must include a list of relevant data expected to be collected with commitments to submit raw data to appropriate database(s) as soon as feasible, but not more than two years, after internal QA/QC. All data should include comprehensive metadata using Federal Geographic Data Committee standards, or others, as appropriate. After consultation with NYSERDA, updates to the Plan should be submitted with Quarterly Reports. Data typically classified as proprietary, such as met-ocean data and geophysical/geotechnical data, will not be considered Site and Environmental Data for purposes of this requirement.

Real- or near real-time reporting of marine mammal sighting and detections may be required and the timing of the availability of other data will be determined through consultations with DOS, DEC or NYSERDA, either individually or as a group.

The intention of this requirement is to allow independent data users the opportunity to develop an understanding of the environmental characteristics of potential offshore wind energy development areas, including areas within which Projects may be located, and to independently assess the impacts of offshore wind energy development on those characteristics in a timely manner. Site and Environmental Data includes information that a contract awardee develops before, during, and after this RFP process, and includes, but is not limited to, information relating to the following topics:

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

Proposers must agree, if awarded an Agreement, to (i) not unreasonably withhold site accessibility (including vessels, buoys, and other structures) for the advancement of third-party scientific and technological study, including installation of cellular capabilities, near-real time data sharing functionality, power sources for platform or benthic monitoring equipment or technologies, weather reporting equipment for increased navigational safety, use of other navigational aids beyond current regulations (such as AIS) and environmental sensors and (ii) work with state, federal and other stakeholders to assess the most appropriate means of third-party scientific monitoring plan development and implementation including addressing potential health and safety requirements.

2.2.9 Lighting Controls

If awarded a contract, Proposers must agree to install lighting controls to minimize nighttime visibility from shore and risk to wildlife. NYSED 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 NYSED. Inclusion of ADLS, or an alternative approved by NYSED, in a contract awardee's COP submitted to BOEM will also be a requirement of any Contract.

2.2.10 Required Plans

The Standardized Components of the following plans will be appended to the executed Agreements of Selected Project(s). Proposers awarded a contract must consult with NYSED before and during the implementation of these plans and will be required to update NYSED on their progress and plans in their Contract Quarterly Reports.

2.2.10.1 Fisheries Mitigation

Proposers must submit with their Proposal, and subsequently develop and implement a Fisheries Mitigation Plan, further described in Section 6.2.8.1 and Appendix C.

2.2.10.2 Environmental Mitigation

Proposers must submit with their Proposal, and subsequently develop and implement an Environmental Mitigation Plan, further described in Section 6.2.8.2 and Appendix D.

2.2.10.3 Stakeholder Engagement

Proposers must submit with their Proposal, and subsequently further develop and implement a Stakeholder Engagement Plan, as further described in Section 6.2.8.3 and Appendix E.

Proposers are strongly encouraged to reference the [Guiding Principles for Offshore Wind Stakeholder Engagement](#) published by NYSED. In coordination with BOEM lease stipulations, Proposers must also submit an Agency Communication Plan, as further described in Section 6.2.8.3 and Appendix E.

2.2.10.4 New York Jobs and Workforce

Proposers must submit with their Proposal, and subsequently further develop and implement a New York Jobs and Workforce Plan, as further described in Section 6.2.11 and Appendix G. Proposers are strongly encouraged to review the latest [New York Clean Energy Industry Report](#) in conjunction with preparing the New York Jobs and Workforce Plan.

2.2.11 Specific Fisheries and Environmental Mitigation Measures

- A. *Fisheries Compensation.* Proposers must agree, if awarded an Agreement, to follow the guidance developed by BOEM for the mitigation of impacts from offshore wind energy projects on commercial and recreational fishing communities as further described in its June 23, 2022

Draft Fisheries Mitigation Guidance <https://www.boem.gov/renewable-energy/reducing-or-avoiding-impacts-offshore-wind-energy-fisheries>).

- B. *Responsible Offshore Science Alliance and Regional Wildlife Science Collaborative Membership*. Each Proposer must agree, if awarded an Agreement, to become an active Advisory Council Member of Responsible Offshore Science Alliance and an active Caucus Member of the Regional Wildlife Science Collaborative in good financial standing. The Seller may change or opt out of these memberships only with the prior approval of NYSERDA.
- C. *Noise Mitigation*. Each Proposer must agree, if awarded an Agreement, that the Project shall not commence activities that generate significant noise, including geophysical survey work and impact pile driving, during poor visibility conditions such as darkness, fog, and heavy rain, unless an alternative mitigation monitoring plan that does not rely on visual observation has been determined to be effective, to the extent compatible with practicability and worker safety.
- D. *Monitoring Acoustic Attenuation*. If awarded a contract, Proposers that use pile driving or other methods of installation that result in high underwater noise levels, must agree to monitor underwater acoustics during foundation installation in order to: 1) measure changes in sound pressure levels (SPLs); 2) record sound levels in the water column and vibrations in the sediment; 3) detect particle motion; and 4) assess the effectiveness of a noise mitigation system to reduce underwater noise generated during pile installation. Contract awardees will be required to provide NYSERDA, six (6) months prior to Construction and Operation Plan submission, a “Underwater Acoustic Monitoring Plan” detailing how data will be collected to and made available as soon after collection as is practicable for use by third parties. The Plan must include commitments to allow raw and metadata to be publicly available no more than six months after installation completion.
- E. *Commercial Fishing Gear Loss*. The Proposer shall report the number and value of claims submitted, number and value of claims paid, and a general description of each incident and resolution in the Contract Quarterly Report.
- F. *Regional Collaboration*. Proposers must agree, if awarded an Agreement and requested by NYSERDA, to participate with NYSERDA in any multi-state or regional coordination and/or collaboration efforts.

2.2.12 Conformance with NYGATS Operating Rules

If awarded a contract, Proposers must obtain a valid NYGATS ID for the Offshore Wind Generation Facility and operate in conformance with the NYGATS Operating Rules. Delivery of electricity during the Contract Delivery Term that complies with the Electricity Delivery Requirement contained in Article III of the Agreement will be sufficient to support the creation of ORECs by NYGATS and the implementation of the Forward Certificate Transfer of ORECs, up to the Annual OREC Cap, into NYSERDA’s NYGATS Account. NYSERDA will make payment for ORECs from the Offshore Wind Generation Facility delivered to NYSERDA’s NYGATS account.

2.2.13 New York State Supplier Opportunities

If awarded a contract, Proposers must agree to provide New York companies with the opportunity to offer to provide goods and services to developers, their contractors and other suppliers of the Project.

Proposer must communicate all opportunities for supplier contracts for the Project with an anticipated contract value of \$1 million or greater not already committed at the time of offer submission to New York State companies through using the [New York Offshore Wind Supply Chain Database](#) 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 such time. Developers, their contractors and other suppliers are encouraged to reference and review this database regardless of the contract value and address the plan to use the New York Supply Chain Database in the presentation of Incremental Economic Benefits as described in Appendix B.1.

If selected for an award, Proposer will be required to report on New York State Supplier Opportunity activities for direct contracts and for sub-contracts associated with the Project as a part of the progress reports to be provided under Section 6.02 of the Agreement. The Proposer shall agree to utilize the New York Offshore Wind Supply Chain Database as maintained by NYSERDA or its designee on an ongoing basis and as it may be updated periodically. Reporting would cover the opportunity and associated marketing through the Supply Chain Database.

Proposers must also utilize the New York Offshore wind Supply Chain Database for enabling domestic U.S. Iron and Steel supplier contracts.

To help facilitate U.S. Iron and Steel (Buy American) requirements outlined in Section 2.2.4, the NYSERDA Offshore Wind Supply Chain Database has incorporated additional “opportunity types,” “good and services,” and an enabling self-certification that a supplier can use to identify their ability to fulfill the NYSERDA Buy American certification. The inclusion of these fields for a supplier to self-certify domestic steel fabrication will act as a resource to proposers and suppliers to identify opportunities that help fulfill project requirements related to steel components that are manufactured with U.S. iron and steel for use in the Project. In utilizing the Offshore Wind Supply Chain Database, an entity searching for iron or steel (*i.e.*, plate steel, bar stock, channel) material that is that is manufactured in the United States should search for supply chain partners located anywhere in the United States. Primary Components or Sub-components (towers, secondary steel items, etc.) manufacturers should search for supply chain partners located in New York. All Verified U.S. Iron and Steel Dollars will require an independent manufacturing certification for the particular components furnished to the Seller on the certification form provided in the U.S. Iron and Steel Certification Form in Exhibit O of the Agreement.

The Proposer and any Major Suppliers, must agree to communicate supplier opportunities to MWBE and SDVOB using the [MWBE Certified Database maintained by Empire State Development \(ESD\)](#) and the [Directory of New York State Certified Service-Disabled Veteran Owned Business \(SDVOB\)](#) maintained by the Office of General Services (OGS) for goods with anticipated contract value of over \$250,000, and for services with contract value expected over \$100,000.

Proposer must agree to consult the New York Offshore Wind Supply Chain Database, the ESD MWBE Database, and the OGS SDVOB Database for sub-contracting goods and services associated with Project development, manufacturing, construction, maintenance and operations as described in Sections 12.11 and 12.17 of the Agreement. Proposers must agree to undertake efforts to maximize contract and

subcontract opportunities for MWBEs and SDVOBs. Proposers shall include within their Stakeholder Engagement Plan a section outlining their outreach efforts and their strategy to enhance the participation of New York companies, including MWBE and SDVOB firms in the renewable energy sector. Proposers must agree to report commitments and expenditures to MWBE and SDVOB firms as part of the Contract Quarterly Report in an electronic format designated by NYSERDA.

2.2.14 Decarbonization Strategy

Upon commissioning of the Selected Project, Proposer will agree to make commercially reasonable efforts to work with NYSERDA to validate a final accounting of the Selected Project's (i) carbon footprint and (ii) energy and carbon payback periods. Proposer will further agree to public disclosure of NYSERDA's determination of the Selected Project's carbon footprint, and energy and carbon payback periods. These requirements are found in Section 12.07(f) of the Agreement.

In accounting for the Selected Project's carbon footprint and energy and carbon payback periods, the Selected Project must incorporate Scope 1, 2 and 3 emissions as outlined by the U.S. Environmental Protection Agency (EPA). Scope 1 emissions encompass direct emissions originating from sources owned or controlled by the Selected Project, such as on-site fuel combustion, industrial processes, and fugitive emissions. Scope 2 emissions comprise indirect emissions resulting from the generation of purchased energy, such as electricity and heat. Scope 3 emissions comprise indirect emissions stemming from the Selected Project's value chain, including activities related to purchased goods and services, transportation, employee commuting, and waste disposal. Incorporating all three scopes into the final accounting will provide a comprehensive overview of the emissions of the Selected Project, enabling stakeholders to assess the environmental responsibility and sustainability efforts across the entire spectrum of the Selected Project's operations and supply chain.

The Selected Project must work to reduce Scope 1, 2 and 3 emissions to a commercially reasonable extent, and may not include benefits from reduced emissions in its calculation of economic benefits as described in Section 3.3. For further information on Scope 1, 2 and 3 emissions please visit the [U.S. EPA's website](#).

2.2.15 Disadvantaged Community Impacts

Proposals must include specific, quantifiable commitments to providing benefits to Disadvantaged Communities (Disadvantaged Community Commitments). These commitments will be included in Section 6.05 of the Agreement. Proposers should refer to Appendix B.2 for a description of categories of benefits to Disadvantaged Communities.

If awarded a contract, Proposers must agree to coordinate with NYSERDA throughout implementation of the Project to reasonably align the investments and associated benefits claimed with NYSERDA's broader approach for the delivery, measurement, tracking, and reporting of benefits to Disadvantaged Communities, pursuant to the provisions of the Climate Act.

2.2.16 Health and Safety Organization Membership

If awarded an Agreement, Proposer will be required to become a member (if not a member already) and remain a member of the G+ Global Offshore Wind Health and Safety Organisation or an equivalent organization, consistent with Section 12.18 of the Agreement.

3 NON-PRICE EVALUATION

3.1 Overview

Proposals that meet the eligibility requirements described in Section 2 and submit all materials according to Section 6 will be scored and ranked with respect to price and non-price factors, for a total of 100 points, as established in the Offshore Wind Orders:

1. Project viability: 10 points – Non-Price Evaluation (Section 3.2)
2. New York economic benefits: 20 points – Non-Price Evaluation (Section 3.3)
3. Offer prices: 70 points – Price Evaluation (Section 4.5)

The Scoring Committee will award points for the non-price evaluation components of each Proposal (Project viability and New York economic benefits). In conducting this evaluation, NYSED and the Scoring Committee may consult with Specialist Reviewers, including representatives of other New York State agencies.

3.2 Project Viability

The Project viability evaluation considers a series of factors that demonstrate whether each proposed Project can reasonably be expected to be in service on or before the proposed Commercial Operation Date(s) and continue to operate effectively and reliably through the Contract Delivery Term.

To maximize the score received under this scoring component, Proposers must provide evidence that Project development plans are sufficiently mature, 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, that the proposed Project can be developed in a responsible manner, and that Project design considers the goals of New York's Offshore Wind Standard program, as prescribed in Sections 3.2.1 through 3.2.4.4. Consistent with the terms of the Offshore Wind Orders, receipt of a raw score of zero for Project viability will render the Project unviable overall and result in rejection of the Proposal. Viability concerns raised by the Scoring Committee may be the subject of counteroffers by NYSED proposing modifications to a Proposal in order for the Proposal to avoid a zero score.

Specific Project viability criteria and sub-criteria to be evaluated by the Scoring Committee are described in Sections 3.2.1 through 3.2.4.4. Each Proposal will be scored under each criterion and these scores will be used to assign up to 10 Project viability points to each Proposal.

3.2.1 Project Schedule and Status

Proposers must demonstrate that the Project can reasonably be permitted, developed, financed, and constructed within the proposed Project schedule.

Proposals will be evaluated based on the reasonableness of the timeline for securing permits and approvals such that proposed Commercial Operation Date(s) can be achieved. Proposals with an earlier proposed Commercial Operation Date for the first (or only) phase of the Project will be evaluated

favorably, as long as the proposed Commercial Operation Date is determined to be reasonable and is supported by the overall Proposal, including the Project Schedule submitted by Proposers in accordance with Section 6.2.5.1. Projects that already have permits and approvals in hand or have applied for major permits or approvals or have otherwise begun the regulatory filings will be evaluated favorably. Proposals that have a more advanced interconnection status will be evaluated favorably.

3.2.2 Project Development Plan

3.2.2.1 Project Team

Proposers must demonstrate that the Project Team principals, including the management team, staff, consultants, EPC contractor, lawyers, financial advisors and any other named parties that have been retained to develop the project, have sufficient relevant experience, skills, and expertise to successfully and responsibly finance, develop, construct, operate and maintain the Project.

Proposals will be evaluated based on the degree to which the Proposer and Project Team principals have undertaken relevant project management responsibilities, including: (1) successful development, construction, and operation of a similar type of project within or outside of the U.S.; or (2) successful development, construction, and operation of one or more projects of similar capital cost, capacity, or complexity or requiring similar skill sets, including experience in New York State and experience with development of HVDC or HVAC (as applicable) transmission. Proposers with more demonstrated experience in these areas will be evaluated favorably.

3.2.2.2 Permitting Plan

Proposers must demonstrate a complete, credible and achievable plan for successfully obtaining necessary permits within the proposed Project milestones that accounts for the extent to which support or opposition to the Project may materially affect the Project's permitting approval timelines.

Proposals will be evaluated based on the degree of certainty offered by the Proposer in securing the necessary permits and approvals and the comprehensiveness of their plan including all levels of permits (federal, state, and local).

3.2.2.3 Financing Plan

Proposers must demonstrate that the financing commitment for the Project is credible and likely to result in realization of the Project.

Proposals will be evaluated on the degree of:

- Recent experience in successfully financing technology of comparable project capital cost, size, and complexity;
- Quality and completeness of the information provided;
- Status and credibility of the financing resources committed, including creditworthiness; and
- Risk mitigation plan, including plan for insurance, contingency built into budget leading to the bid price and risk sharing plan for cost overruns.

3.2.2.4 Equipment, Development, and Logistics Plan

Proposers must demonstrate:

- The construction plan to complete Project development covers the necessary specialized construction equipment (e.g., vessels) and adheres to applicable maritime law (e.g., Jones Act compliance).
- A plan to secure marine terminal facilities necessary for staging and deployment of Primary Components to the Project site(s).
- That the Primary Components can be procured to meet the required development schedule.
- The chosen Primary Component technology is commercially available or reasonably expected to be commercially available prior to the commencement of Project construction, or has been used successfully on other similar projects in commercial operation within or outside the U.S.

Proposals will be evaluated based on:

- The comprehensiveness of the procurement plan for Primary Components and equipment needed for the Project including identification of suppliers and status of negotiations or agreements with suppliers.
- The maturity of the vessel and port plan including advanced lease agreements or firm plans with suppliers.
- The quality and feasibility of the construction and installation methods.

Proposals that include all necessary tasks to procure and install the Primary Components, including identification and contracting status of vendors, marine terminal facilities and specialized vessels, will be evaluated favorably.

3.2.2.5 Quality, Health, and Safety

Proposers must demonstrate consideration for achieving and maintaining high standards of quality, health, and safety throughout the life cycle of the Project.

Proposals will be evaluated based on the overall approach and accountability displayed in the Quality Health and Safety information submitted per Section 6.2.6.5. This will include assessment of:

- The thoroughness and effectiveness of the risk controls presented in the hazard analysis and risk controls matrix,
- Demonstrated utilization of incident reporting systems, and
- Track record and culture of quality, health, and safety.

3.2.2.6 Project Risk Register

Proposers must demonstrate a comprehensive awareness of risks and risk mitigation opportunities related to the Project.

Proposals will be evaluated based on the completeness of the Project Risk Register and reasonableness of the risk treatment, including degree of risk mitigation offered.

3.2.3 Interconnection and Deliverability Plan

Proposers must demonstrate that the proposed radial export cable, onshore cabling, and grid interconnection strategy support the State's goals to minimize project-on-project risk and achieve the broader Climate Act goals, including 70% clean electricity by 2030 and economy-wide decarbonization by 2050.

Proposals will be evaluated based on the degree to which the Interconnection and Deliverability Plan includes the following:

- Thoughtful cable routing such that the associated underwater and overland footprint of the radial export cable and cabling between convertor stations and points of interconnection minimizes risks and impacts;
- Implementation of advanced technologies mentioned in the Power Grid Study, including adaptable offshore transmission design, such as Meshed Ready;
- Support of the eventual delivery of at least 6,000 MW of wind into New York City, such as through maximizing the carrying capacity of any cable routed through relevant Constrained Areas, and designing cable routing to encourage or not preclude future cabling options, including committing to the coordination of cable routing and installation with other offshore wind and transmission Projects;
- Interconnection points with confirmed headroom that do not exacerbate existing congestion, or that otherwise take advantage of known low risk and low-cost points of interconnection, including points of interconnection that will benefit from approved transmission upgrades (such as those described in the [Approval of Long Island Offshore Wind Export Public Policy Transmission Planning Report and Selection of Public Policy Transmission Project](#)), June 13, 2023);
- Avoiding onshore cable routing through Disadvantaged Communities and addresses the range of impacts of the onshore cable route to Disadvantaged Communities, and;
- A fulsome cost estimate, including a range of cost scenarios describing both high and low impact risks to support the Interconnection Cost Allocation Baseline as further described in section 6.2.7.

3.2.4 Responsible Development

Proposers must demonstrate a holistic understanding of the potential Project impacts and present plans to mitigate such impacts.

3.2.4.1 Fisheries and Environmental Mitigation

Proposals will be evaluated based on the degree to which the Fisheries and Environmental Mitigation Plans demonstrate an understanding of the potential adverse impacts on commercial and recreational fishing and the environment during construction and operation of the Project and how the Plans incorporate best management practices.

Proposals that commit to the use of acoustically “quiet” foundation design or foundation installation technology solutions that reduce acoustic stress to sensitive marine life, beyond the current regulatory standards, will be evaluated favorably.

Proposers with a past performance of superior stewardship with respect to environmental and/or fisheries resources affected by offshore wind development or development of other projects with similar environmental and/or fisheries impacts will be evaluated favorably.

Proposers that commit to the use of a regional fisheries compensation fund that supports the equitable, efficient, and transparent process to address potential losses and/or increased costs to fisheries associated directly with offshore wind development which cannot otherwise be addressed through avoidance, minimization, and non-compensatory mitigation strategies, will be viewed favorably.

3.2.4.2 Stakeholder Engagement

Proposers will be evaluated based on their approach, including specific measures that they will take, to foster collaboration and cooperation among Project developers, contractors and suppliers, impacted communities, marine users, labor organizations, State and local officials and other stakeholders.

Proposers with a past performance of cultivating productive relationships with stakeholders in the offshore wind industry or industries with similar types of stakeholders will be evaluated favorably. Proposers who have demonstrated excellence in stakeholder engagement practices and maintained a positive public reputation, in New York or in other markets, will be evaluated favorably. Proposers who have already conducted stakeholder outreach regarding the Project will be evaluated favorably.

3.2.4.3 Disadvantaged Community Impacts

Proposals will be evaluated based on the level of understanding of the benefits and burdens associated with the Project's development on any hosting and/or proximate Disadvantaged Communities and the Proposer's approach to minimizing impacts and delivering benefits to Disadvantaged Communities, all as further described in Appendix B.2.

3.2.4.4 Visibility Study

Proposers will be evaluated based on the proximity of the proposed lease area to the coastline and population centers, along with the Proposer's approach to minimizing viewshed impacts to historical or sensitive viewpoints. Proposers are required to conduct a visibility study consistent with the Visualization Impact Assessment submitted through the COP and should submit key details of the visibility study for review by NYSDA and the Scoring Committee as described in Section 6.2.8.5.

3.2.5 Energy Resource Assessment

Proposers must demonstrate the credibility of the Energy Resource Assessment and production and delivery profiles, sufficient to demonstrate the Project's financeability and to support the purported environmental and reliability benefits.

Proposals will be evaluated based on the methodology for collection of the wind data, the completeness of the data and length of input, and the consistency with the proposed energy production profile.

Energy Resource Assessments provided by independent third parties will be evaluated favorably over those produced by the Proposer, its partners or their affiliates. Wind data obtained within the lease area or proximate to the lease area will be evaluated favorably over other data. Also, resource assessments using power curves from installed wind turbines are preferred to synthetic power curves for turbines not yet in commercial operation.

3.3 New York Economic Benefits

The New York economic benefits evaluation criterion reflects the importance of positive impacts of this OREC procurement on New York State's economy as well as the long-term benefits that a mature, locally-based industry can provide.

This solicitation seeks Incremental Economic Benefits associated with Offshore Wind Generation Facilities and any associated investments having occurred or expected to accrue to New York State as a result of the development, construction, modification, interconnection, and operation of the Offshore Wind Generation Facilities from the Economic Benefits Start Date through the end of the Contract Delivery Term.

Economic benefits that were claimed in either ORECRFP18-1 or ORECRFP20-1 by a Proposal that was awarded in such solicitation are ineligible to be claimed as Incremental Economic Benefits in ORECRFP23-1 unless the OREC Purchase and Sale Agreement associated with such awarded Proposal has been terminated or is subject to a binding agreement that will cause the agreement to automatically terminate if the project is not awarded under ORECRFP23-1, as further described in Section 2.1.1.1.

Only Incremental Economic Benefits that accrue through the end of the third Contract Year will be included in the OREC Agreement as Expected Total Dollars, Expected Labor Dollars, Expected Near-Term Dollars, Expected MWBE and SDVOB Dollars, and Expected U.S. Iron and Steel Dollars. Incremental Economic Benefits associated with Disadvantaged Communities that accrue through the end of the Contract Delivery Term will be included in Section 6.05 of the OREC Agreement. Incremental Economic Benefits associated with Supply Chain Investments that accrue through the end of the Contract Delivery Term will be included in Section 6.06 of the Agreement.

Through this solicitation, NYSED seeks to actively support designing the relevant investments made as a result of the Selected Project(s) to provide benefits to and reduce burdens on Disadvantaged Communities in accordance with the 2020 CES Modification Order. Proposers are encouraged to consult Appendix B.2, which describes categories of benefits to Disadvantaged Communities.

Proposers are encouraged to recognize NYSED's commitment to fostering an in-state supply chain and support infrastructure through their own direct investments and purchase commitments. Proposers are encouraged to recognize NYSED's commitment to foster the economic development of New York MWBE and SDVOB suppliers or service providers in the renewable energy industry and clean energy economy. Proposers are encouraged to build clear career pipelines for job growth in New York State, as well as identify partnerships with workforce partners such as labor unions and labor-management joint training programs. Proposers should and consult Appendix G for more detail.

This RFP (ORECRFP23-1) requires a minimum of \$114,000/MW of Offer Capacity worth of iron or steel purchased for the Project to be manufactured in the United States, as further described in Section 2.2.4. Accordingly, the minimum amount of Expected U.S. Iron and Steel Dollars that will be entered in the Agreement will be calculated based on \$114,000/MW of Offer Capacity. Commitments to utilize domestic (but not necessarily New York) iron or steel above this minimum will also receive Incremental Economic Benefits scoring. Expected U.S. Iron and Steel Dollars that accrue through the end of the third Contract Year are included as Expected Total Dollars. U.S. Iron and Steel Dollars that accrue after the third Contract Year are not included in Expected U.S. Iron and Steel Dollars or Expected Total Dollars. Expenditures associated with U.S. Iron and Steel can be included as Incremental Economic Benefits, even if the spending does not occur in New York State.¹²

NYSERDA values enabling investments that occur on a near term basis as they act to engage the supply chain and built a robust industry. As such, Near Term Dollars will be distinguished in the Agreement and given greater weighting in evaluation to reflect the time value of these economic benefits.

The weightings of the various categories of economic benefits, including subcategories and different time periods are described below in Section 3.3.1.

Further details on the Submission of the Economic Benefits Plan, including the types of expenditures that are eligible as Incremental Economic Benefits, are described in Section 6.2.10 and Appendix B.1.

For each Proposal, the key metrics described above and shown in Table 1 are calculated in the Offer Data Form and must be summarized in the Economic Benefits Plan.

¹² In the Offer Data Form, U.S. Iron and Steel is entered separately for in-state and out-of-state expenditures. Proposers will not be contractually held to this geographic allocation, only the total of Expected U.S. Iron and Steel Dollars.

Table 1. Incremental Economic Benefits Key Metrics

	Past Dollars (5/15/19 through 12/31/23)	Near-Term Dollars (1/1/24 through 12/31/26)¹³	Mid-Term Dollars (1/1/27 through the end of the third Contract Year)	Long-Term Dollars (Remainder of Contract Delivery Term)
Total Dollars ¹⁴				
Labor Dollars ¹⁵				
MWBE and SDVOB Dollars ¹⁶				
U.S. Iron and Steel Dollars ¹⁷				
Disadvantaged Community Commitments ¹⁸				
Supply Chain Investments ¹⁹				

3.3.1 Economic Benefits Evaluation Considerations

Economic benefits will be evaluated for purposes of allocating up to a maximum of 20 points. To facilitate a standardized comparison by the Scoring Committee among Proposals with larger or smaller Offer Capacities, the total of such adjusted claimed expenditures will be unitized by dividing each Proposal's eligible claims by the Offer Capacity set forth in the Proposal.

In conducting its evaluation, the Scoring Committee will review all eligible claims and any supporting documentation provided in the Economic Benefits Plan submitted in accord with Section 6.2.10 and the guidelines in Appendix B.1, and additionally the New York Jobs and Workforce Plan submitted in accord with Section 6.2.11 and Appendix G for Labor Dollars. For evaluation purposes, the Scoring Committee will assess the firmness and credibility of the total value of all eligible claims in each of the categories represented by a row in Table 1.

¹³ The amount in the total row (i.e., the total amount that is expected to accrue in this time period) will be entered into the Agreement as Expected Near-Term Dollars.

¹⁴ The sum of the amounts in the first three columns (i.e., the total amount that is expected to accrue through the end of the third Contract Year) will be entered into the Agreement as Expected Total Dollars.

¹⁵ The sum of the amounts in the first three columns (i.e., the total amount that is expected to accrue through the end of the third Contract Year) will be entered into the Agreement as Expected Labor Dollars.

¹⁶ The sum of the amounts in the first three columns (i.e., the total amount that is expected to accrue through the end of the third Contract Year) will be entered into the Agreement as Expected MWBE and SDVOB Dollars.

¹⁷ The sum of the amounts in the first three columns (i.e., the total amount that is expected to accrue through the end of the third Contract Year) will be entered into the Agreement as Expected U.S. Iron and Steel Dollars.

¹⁸ The Total amount of Disadvantaged Community Commitments will be entered into Section 6.05 of the Agreement.

¹⁹ The Total amount of Supply Chain Investments will be entered into Section 6.06 of the Agreement.

The total value of the eligible claims within each Proposal, subject to the Scoring Committee's assessment of firmness and credibility described above and the weightings described below will be converted to up to the available 20 points for New York economic benefits.

NYSERDA prioritizes Incremental Economic Benefits committed to Labor, MWBE/SDVOB, U.S. Iron and Steel, Disadvantaged Community Commitments, and Supply Chain Investments. Incremental Economic Benefits will also be differentially valued in evaluation based on when the claims are expected to accrue. The weight applied to each claim based on the combination of time period and subcategory applicability are shown in Table 2.

Table 2. Incremental Economic Benefits Evaluation Weights

	Past Dollars (5/15/19 through 12/31/23)	Near-Term Dollars (1/1/24 through 12/31/26)	Mid-Term Dollars (1/1/27 through the end of the third Contract Year)	Long-Term Dollars (Remainder of Contract Delivery Term)
Total Dollars	0.50	1.25	1.00	0.25
Labor Dollars	+0.50	+1.25	+1.00	+0.25
MWBE and SDVOB Dollars	+0.50	+1.25	+1.00	+0.25
U.S. Iron and Steel Dollars	+0.50	+1.25	+1.00	+0.25
Disadvantaged Community Commitments	+0.50	+1.25	+1.00	+0.25
Supply Chain Investments	+0.50	+1.25	+1.00	+0.25

The evaluation weights are additive, receiving the base weight for the Total Dollars that is associated with the time period in which it accrues, and additional weight for any additional applicable subcategories. For example a Near-Term Total Dollar that is also a Labor Dollar and an MWBE and SDVOB Dollar will receive a total weight of 3.75.

3.3.2 Economic Benefits Verification

The provisions related to the verification of Incremental Economic Benefits, and the contractual consequences of shortfalls, are described in Sections 6.05, 6.06, 12.01 and 12.02 of the Agreement.

4 OFFER PRICING STRUCTURE AND PRICE EVALUATION

The offer price required for each Proposal must conform to either the Index OREC or Fixed OREC pricing structure, consistent with Section 2.1.4. Under both pricing structures, the Proposer will submit a level nominal offer price for each Contract Tenor offered. If a Proposal includes multiple Offshore Wind Generation Facilities with different Delivery Points, a separate Index OREC Strike Price or Fixed OREC Price must be submitted for each.

The pricing structure offered in the Proposal, whether the Index OREC or the Fixed OREC, shall remain the Applicable OREC Price Method for the entire Contract Delivery Term, subject to any adjustments provided for in the Agreement.

4.1 OREC Products Pricing

4.1.1 Fixed OREC Pricing

Under the Fixed OREC pricing structure, the Monthly OREC Price is equal to the Fixed OREC Price.

$$\text{Monthly OREC Price} = OP^{\text{Fixed}}$$

where:

$$OP^{\text{Fixed}} = \text{Fixed OREC Price (\$/MWh)}$$

4.1.2 Index OREC Pricing

Under the Index OREC pricing structure, the Monthly OREC Price varies monthly during the Contract Delivery Term and is calculated according to the following equation:

$$\text{Monthly OREC Price} = OSP^{\text{Index}} - REP - (RCP \times MF)$$

where:

$$OSP^{\text{Index}} = \text{Index OREC Strike Price (\$/MWh)}$$

$$REP = \text{Reference Energy Price (\$/MWh)}$$

$$RCP = \text{Reference Capacity Price (\$/MWh)}$$

$$MF = \text{Mitigation Factor (\%), defined in Section 4.03 of the Agreement}$$

NYSDA will calculate the Reference Energy Price and Reference Capacity Price for each month according to Section 4.03 of the Agreement. The Monthly OREC Price will be calculated during a settlement period following the conclusion of each month according to Section 4.04 of the Agreement.

The calculation of each month's Reference Capacity Price will be based on a Reference UCAP Price, as defined in Section 4.03 of the Agreement. The Reference UCAP Price is converted to its \$/MWh equivalent, the Reference Capacity Price, through the following equation:²⁰

$$RCP = \frac{RUP \times IC \times 1,000 \times CAF}{Total\ ORECs}$$

where:

RUP = Reference UCAP Price (\$/kW-month)

IC = Installed capacity (ICAP) of the generator (MW)²¹

Total ORECs = Total amount of ORECs produced by the Project in the subject month (MWh)

1,000 = kW to MW conversion factor

CAF = Capacity Accreditation Factor for the resource's Capacity Accreditation Resource Class

4.2 Price Adjustments

Section 5 of the Agreement describes a number of potential adjustments to the Index OREC Strike Price or the Fixed OREC Price. This section describes the adjustments that will be reflected in the price evaluation of submitted Proposals.

4.2.1 Interconnection Cost Adjustment

There are two components to the adjustment of the Index OREC Strike Price or the Fixed OREC Price related to interconnection costs: savings sharing and cost sharing.

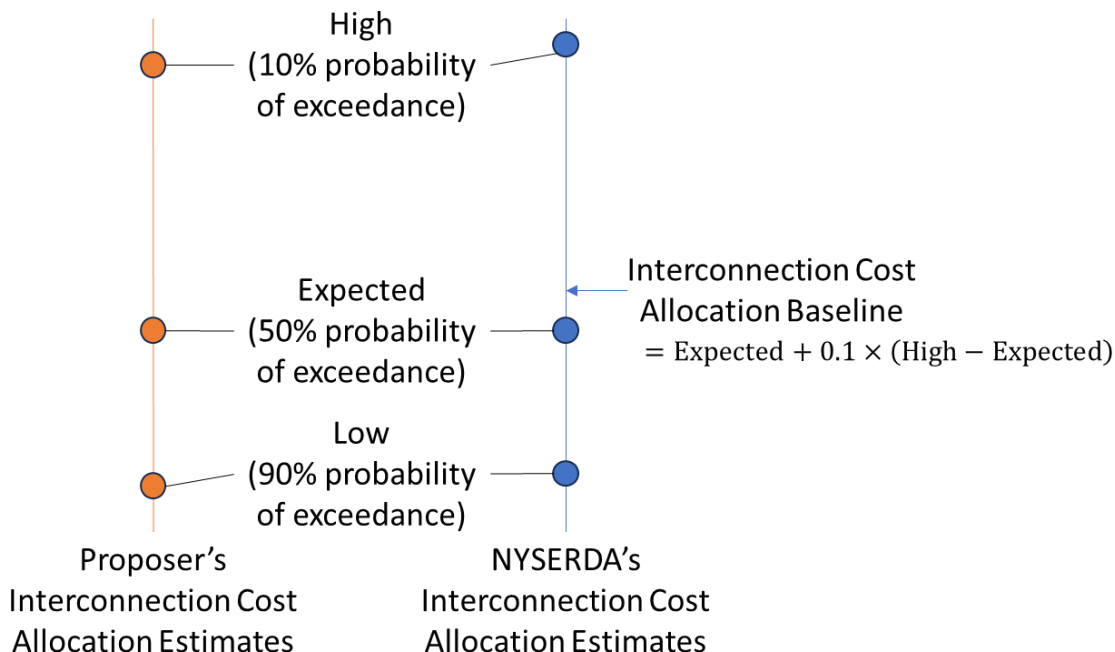
The value for the Interconnection Cost Allocation Baseline that will be reflected in Section 5.04 of the Agreement will be based on the information submitted by the Proposer in accordance with Section 6.2.7. NYSERDA's Specialist Reviewers and subject matter experts will review the submitted high, low and expected Interconnection Cost Allocation estimates described in Section 6.2.7, and any supporting information regarding the derivation of those values in conjunction with other available information. Based on this review, NYSERDA will either (i) adopt the high, low and expected Interconnection Cost Allocation estimates provided by the Proposer as reasonable and consistent with common assumptions across the offshore wind portfolio or (ii) to the extent necessary to ensure the estimates are reasonable and consistent with common assumptions across the offshore wind portfolio, make reasonable adjustments to any high, low and expected Interconnection Cost Allocation estimate. The Interconnection Cost Allocation Baseline value to be reflected in Section 5.04 of the Agreement will then be calculated as NYSERDA's estimate of the expected Interconnection Cost Allocation plus 10% of the

²⁰ Because the Relative UCAP Production Factor (rUPF) value will be set to 1 for the duration of the contract tenor, no reference to the rUPF is needed.

²¹ Offer Capacity for evaluation purposes, Operational Installed Capacity for settlement purposes.

difference between NYSERDA's high and expected estimates of the Interconnection Cost Allocation. This calculation is illustrated in Figure 1.

Figure 1. Illustrative Interconnection Cost Allocation Baseline Calculation



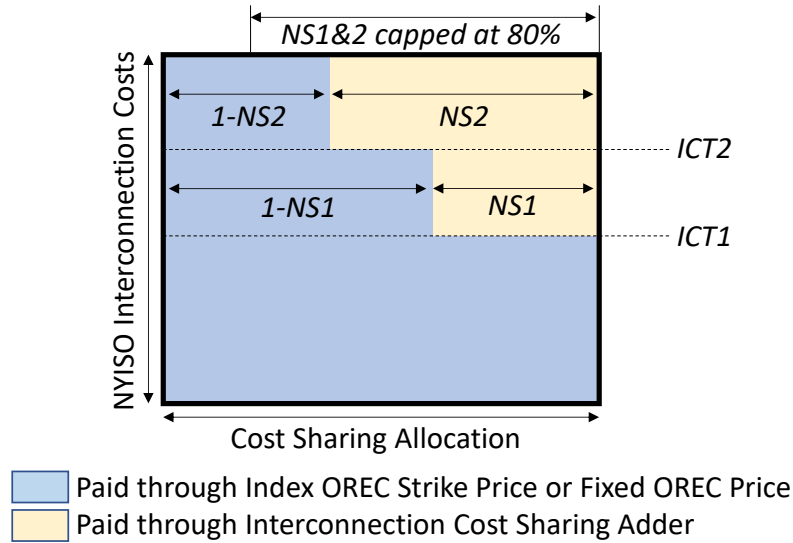
NYSERDA will confirm the Interconnection Cost Allocation Baseline value that will be reflected in Section 5.04 of the Agreement upon award notification.

All Proposals are subject to Interconnection Savings Sharing in the event Interconnection Net Savings occur as further described in Section 5.04 of the Agreement. Interconnection Net Savings are calculated as the difference between the Interconnection Cost Allocation Baseline and the Interconnection Cost Allocation, less any costs the Project has already expended on the initial Injection Point and that the Project has incurred as a result of changing its Injection Point from that submitted in the Proposal. The Index OREC Strike Price or Fixed OREC Price will be reduced based on unitization of NYSERDA's Interconnection Savings Share, calculated as the greater of (i) 80% of the Interconnection Net Savings and (ii) Interconnection Net Savings minus \$50,000,000. This adjustment will be applied only following the finalization of the Project's Interconnection Cost Allocation; it is not relevant for evaluation purposes.

For Proposals in which Proposers opt to include Interconnection Cost Sharing, the Index OREC Strike Price or Fixed OREC Price will be increased to account for NYSERDA's Interconnection Cost Share as determined by applying the Interconnection Cost Sharing inputs selected by the Proposer in the Offer Data Form to the Interconnection Cost Allocation. Proposers will select two Interconnection Cost Threshold values (ICT1 and ICT2) and two NYSERDA Share values (NS1 and NS2), as illustrated in Figure

2. The ICT1 value must be the same as the Proposer's estimated expected value for the NYISO Interconnection Cost Allocation and will be populated in the Offer Data Form accordingly.²²

Figure 2: Interconnection Cost Sharing Illustration



The adder to the Index OREC Strike Price or the Fixed Index Price will be calculated as follows:

ICSA = Interconnection Cost Sharing Adder (Nominal \$/MWh)

$$= \frac{AICSR}{AOQ_{P50}}$$

AOQ_{P50} = P50 Annual OREC Exceedance (MWh/year)

AICSR = Annual Interconnection Cost Sharing Recovery (Nominal \$/year)

$$= NSIC \times AF(DR, CT)$$

AF(NDR,CT) = Annuity factor using the NDR (7.25%) for the Contract Tenor

NSIC = NYSERDA Share of Interconnection Cost paid through the ICSA (Nominal \$)

$$= \min(\max(0, IC - ICT1), ICT2 - ICT1) \times NS1 \\ + \max(0, IC - ICT2) \times NS2$$

IC = Interconnection Cost Allocation (Nominal \$)

²² The ICT1 value will not be changed from the value submitted by the Proposer, regardless of whether NYSERDA's expected Interconnection Cost Allocation estimate used to calculate the Interconnection Cost Allocation Baseline is different from the Proposer's estimated value.

ICT1	= Interconnection Cost Threshold 1 (Nominal \$, up to which Proposer absorbs 100% and NYSERDA absorbs 0% of the Interconnection Cost Allocation up to this value, equal to the Proposer's estimated expected value for the NYISO Interconnection Cost Allocation)
ICT2	= Interconnection Cost Threshold 2 (Nominal \$, Proposer absorbs (1-NS1) and NYSERDA absorbs NS1 of the Interconnection Cost Allocation greater than ICT1 up to this value, Proposer absorbs (1-NS2) and NYSERDA absorbs NS2 of the Interconnection Cost Allocation greater than this value)
NS1	= NYSERDA Share (via the ICSA) of Interconnection Cost Allocation between ICT1 and ICT2 (capped at 80%)
NS2	= NYSERDA Share (via the ICSA) of Interconnection Cost Allocation greater than ICT2 (capped at 80%)

4.2.2 Inflation Adjustment

For Alternate Proposals in which Proposers opt to include Inflation Adjustment, the Index OREC Strike Price or Fixed OREC Price will be adjusted to account for inflation between the Proposal Submission Deadline and BOEM approval of the Project's COP. The adjustment, governed by Section 5.03 and Exhibit Q of the Agreement, will be based on a composite index comprised of values for labor, fabrication materials, steel, fuel and copper. The weighting for each commodity or component in the composite index is fixed and cannot be adjusted by the Proposer. The Index OREC Strike Price or Fixed OREC Price for the Inflation Adjusted Proposal will be calculated as:

$$\begin{aligned}
 OREC_{adj} = OREC_{bid} \\
 \times \left(0.2 + 0.3 \times \frac{Index_{T,Labor}}{Index_{B,Labor}} + 0.25 \times \frac{Index_{T,Fabrication}}{Index_{B,Fabrication}} \right. \\
 \left. + 0.10 \times \frac{Index_{T,Steel}}{Index_{B,Steel}} + 0.10 \times \frac{Index_{T,ULSD}}{Index_{B,ULSD}} + 0.05 \times \frac{Index_{T,Copper}}{Index_{B,Copper}} \right)
 \end{aligned}$$

where:

$OREC_{adj}$ is the Index OREC Strike Price or Fixed OREC Price after adjustment

$OREC_{bid}$ is the Index OREC Strike Price or Fixed OREC Price as submitted with the Proposal

$Index_B$ (for each commodity or component) is the price or unitless index published by NYSERDA prior to the Proposal Submission Deadline

$Index_T$ (for each commodity or component) is the price or unitless index at the time of the Project's COP approval

Table 3 identifies the publicly available US Bureau of Labor Statistics (BLS) Producer Price Index (PPI), Employment Cost Trend Index, or transparent market price that will be used for each commodity or component.

Table 3: Indices Used in Inflation Adjustment

Commodity or Component	Units, Frequency	Data Source
Labor	Unitless index, monthly	U.S. BLS, Employment, Hours, and Earnings from the Current Employment Statistics survey, Data Series CES2000000003, Average hourly earnings of all employees, construction, seasonally adjusted https://beta.bls.gov/dataViewer/view/timeseries/CES2000000003
Fabrication and machinery materials	Unitless index, monthly	U.S. BLS, PPI, Data Series PCU811310811310, Commercial machinery repair and maintenance https://beta.bls.gov/dataViewer/view/timeseries/PCU811310811310
Steel	Unitless index, monthly	U.S. BLS PPI, Data Series PCU331110331110, Iron and steel mills and ferroalloy mfg, not seasonally adjusted https://beta.bls.gov/dataViewer/view/timeseries/PCU331110331110
New York Harbor Ultra-Low Sulfur No 2 Diesel Spot Price	\$/gal, daily	U.S. Energy Information Administration, Petroleum & Other Liquids Data https://www.eia.gov/dnav/pet/PET_PRI_SPT_S1_D.htm , daily price for last trading day of the month
Copper	\$/lb, daily	COMEX, spot price on last trading day of month https://comexlive.org/copper/

For each commodity or component, $Index_B$ will be set as the average of the last six months of published data, which will be published by NYSEDA at least 15 business days prior to the Proposal Submission Deadline. The final $Index_B$ values that will be used in the Agreement are shown in Table 4.

Table 4: Commodity Inflation Indices as of ORECRFP23-1 Latest Issuance Date

Commodity Index	Value
$Index_{B,Labor}$	36.797
$Index_{B,Fabrication}$	189.344
$Index_{B,Steel}$	284.841
$Index_{B,ULSD}$	2.978
$Index_{B,Copper}$	3.794

$Index_T$ for each commodity or component will be calculated as the average of the monthly values for the six-month period comprising the three months prior to and following the COP Approval. $OREC_{adj}$ will

therefore be calculated when the published monthly prices or indices become available, but no earlier than 6 months after the selected Proposer's receipt of COP Approval.²³

4.3 Settlement Mechanism

To calculate the amount payable to Seller, the Monthly OREC Price will be multiplied by the number of ORECs produced from Actual Production in the prior month and delivered into NYSERDA's NYGATS account. These payments will be calculated after the close of each calendar month during the Contract Delivery Term. During each month's settlement period, NYSERDA will only purchase ORECs such that the cumulative ORECs purchased in the active Contract Year do not exceed the Annual OREC Cap. The Annual OREC Cap is 1.1 multiplied by the P10 Annual Exceedance Estimate, which may be adjusted prior to Commercial Operation, per Section 2.01(e) of the Agreement.

In the case of a negative Monthly OREC Price, the associated payment from Seller to NYESRDA will not be cash-settled on a month-by-month basis. Instead, the amount owed from Seller to NYSERDA will accrue as a debit to be deducted from each subsequent monthly payment until fully recovered. If, due to sustained negative OREC prices, any such debit goes unrecovered for twelve months, Seller shall pay the unrecovered amount to NYSERDA in cash as described in Section 4.05 of the Agreement.

4.3.1 Offshore Network Integration and Adjustment

OREC pricing and contract terms for this solicitation are based on a singular Delivery Point for Projects designed with radial interconnection and a Meshed Ready design, where applicable. NYSERDA acknowledges the potential need for changes to the existing OREC settlement mechanism as a result of a Project being recommended for Meshed Network interconnection by the New York State Public Service Commission or being recommended to utilize other New York State offshore transmission such as any made available in response to the NYC-PPTN. NYSERDA agrees to implement changes to the Agreement if and when such interconnections are confirmed. Projects awarded in this solicitation will be part of New York's growing portfolio and will inevitably be part of an evolving transmission system, including the option to integrate offshore wind projects into a Meshed Network or other offshore transmission system.

As set forth in Section 5.06 of the Agreement, prior to a Project being connected to a Meshed Network or other offshore wind transmission system developed in response to the NYC-PPTN, NYSERDA and the Proposer shall negotiate to amend the pricing provisions of the Agreement to ensure that the Project's economic value is not reduced for reasons attributable to the implementation of the offshore transmission system and that any additional economic value that accrues from offshore transmission system implementation are passed through to ratepayers. Section 5.06 of the Agreement also includes provisions related to: (1) schedule and/or pricing changes to account for delays or reasonably expected increases or decreases in Project cost due to design changes determined to be necessary by NYSERDA,

²³ There is a lag of two months or more from the end of a month to the issuance of a BLS PPI index. The PPI indices are considered preliminary and may be updated by BLS up to four months after publication. The adjusted Index OREC Strike Price or Fixed OREC Price will not be finalized until the final PPI values are published by BLS.

(2) extension of the Outer Limit Date if commencement of Project operation is delayed by offshore transmission system implementation, and (3) compensation for downtime resulting from offshore transmission system implementation.

4.4 Offer Price Evaluation Metric

The offer pricing evaluation will be conducted by NYSERDA and NYSERDA Consultants. A quantitative method will be applied to all offers in order to screen and rank the pricing offers using a uniform cost metric. For evaluation purposes, each Index OREC Strike Price and Fixed OREC Price offer will be converted to a Levelized Net OREC Cost (LNOC) in base year \$/MWh. The LNOC price measure allows for an equitable comparison among Proposals with different expected OREC quantities over time.

The LNOC for Proposal p using pricing structure s is the quotient of the cumulative present value of the annual net OREC costs for each calendar year over the proposed Contract Tenor, divided by the cumulative present value of the projected annual number of ORECs produced from Actual Production over the same calendar years. The annual quantities are discounted at a real discount rate. The resulting quotient is expressed in base year dollars per OREC or MWh.

$$LNOC_p = PVNOC_p / PVOQ_p$$

where:

$PVNOC_{p,Fixed}$ = PV of Net OREC Cost for Proposal p , pricing structure Fixed (\$ PV)

$$= \sum_{y=COD_p}^{y=COD_p+CT_p} \left\{ \sum_{m=1}^{m=12} OP_{p,m,y}^{Fixed} \times OQ_{p,m,y} \right\} \div (1 + NDR)^{(y-Y_b)}$$

$PVNOC_{p,Index}$ = PV of Net OREC Cost for Proposal p , pricing structure Index (\$ PV)

$$= \sum_{y=COD_p}^{y=COD_p+CT_p} \left\{ \sum_{m=1}^{m=12} (OSP_{p,m,y}^{Index} - RPE_{m,y}^{Pred} - RPC_{m,y}^{Pred}) \times OQ_{p,m,y} \right\} \div (1 + NDR)^{(y-Y_b)}$$

$PVOQ_p$ = PV of OREC delivery quantities for Proposal p (MWh)

$$= \sum_{y=COD_p}^{y=COD_p+CT_p} \left\{ \sum_{m=1}^{m=12} OQ_{p,m,y} \right\} \div (1 + RDR)^{(y-Y_b)}$$

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

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

$RPC_{m,y}^{Pred}$ = Predicted Reference Capacity Price index for month m in calendar year y (nominal \$/MWh)

COD_p = Calendar year associated with the expected Contract Delivery Term commencement date for Proposal p (for multi-phase Projects, this calculation will be applied to each phase)

CT_p = Contract Tenor for Proposal p

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

A nominal discount rate of 7.25%²⁴ per year and a long-term inflation rate assumption of 2.36% per year will be used in the LNOC calculation procedure.

For price evaluation purposes only, regardless of the Proposal's proposed Commercial Operation Date, all phases of all Proposals will be evaluated with a Contract Delivery Term commencement year of 2029, and therefore a COD_p of 2029. For purposes of the price evaluation, the MF value is assumed to be 100%. If a Proposal includes multiple Offshore Wind Generation Facilities with separate prices, the LNOC will be calculated based on the combined PVNOC and PVOQ.

For the Index OREC pricing structure, Index OREC Strike Prices will be converted into expected annual OREC values by subtracting a forecast of expected Reference Energy Prices and Reference Capacity Prices from the strike prices, based on NYSERDA's forecasts of energy and capacity prices. Neither the price forecasts nor details of the modeling procedures will be disclosed to Proposers.

For evaluation of Alternate Proposals that include Interconnection Cost Sharing, the Proposer's Interconnection Cost Sharing parameters and other information available to NYSERDA will be used to determine a risk-adjusted estimate of the Project's Interconnection Cost Allocation that will result in an adder to the Index OREC Strike Price or Fixed OREC Price. This risk-adjusted estimate will be determined by NYSERDA based on the expected, high, and low NYISO Interconnection Cost Allocation estimates submitted by the Proposer and associated Specialist Reviewer evaluation, and the expected Interconnection Cost Allocation for purposes of Proposal evaluation may not be the same as the Interconnection Cost Allocation Baseline value.

For evaluation of Alternate Proposals that include Inflation Adjustment, a multiplier representing NYSERDA's expectation of the inflation for the identified indices between the Proposal Submission Deadline and the estimated date of COP Approval for a Project with a COD_p of 2029 will be applied to the Index OREC Strike Price or Fixed OREC Price to determine the total price used in the evaluation.

²⁴ The nominal discount rate (NDR) and inflation rate for Offer Price evaluation were established by the New York State Department of Public Service Office of Accounting, Audits and Finance, revised February 8, 2023.

If a Proposal includes both Interconnection Cost Sharing and Inflation Adjustment, the Inflation Adjustment multiplier will be applied before the Interconnection Cost Sharing Adder to determine the total price used in the evaluation.

4.5 Offer Price Scoring

For purposes of cost containment, Benchmark LNOCs will be derived for both the Index OREC and the Fixed OREC. NYSERDA will employ Benchmark LNOCs in the offer evaluation process that support the consideration of and potential disqualification for award of all Proposals that exceed the applicable Benchmark LNOC. For purposes of this procurement, the Benchmark LNOC is synonymous with the “Maximum Acceptable Offer Price Metric” used in NYSERDA’s Tier 1 procurements. The calculation method will materially differ, however. NYSERDA retains the right to reject any and all Proposals that exceed the applicable Benchmark LNOC. Use of the Benchmark LNOCs will support a reasonable balance between encouraging investment in new offshore wind projects and protecting ratepayer interests from the incurrence of any deadweight costs associated with accepting a Proposal at any price.

In deriving the Benchmark LNOC, NYSERDA will consider a number of factors, both positive and negative, which may include: 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. In formulating benchmark prices, NYSERDA may add or subtract from the list of additional cost considerations.

Proposals with a Fixed or Index LNOC higher than the applicable Benchmark LNOC will not be eligible for an award. NYSERDA has the authority to reject any or all Proposals, at any time, taking into account not only the Benchmark LNOCs but also recent auctions and market conditions.

Eligible Proposals with a Fixed or Index LNOC below the applicable Benchmark LNOC will have their LNOC values converted into points. The Proposal with the lowest LNOC will receive the maximum 70-point score and higher LNOC offers will receive lower scores. NYSERDA will implement a method designed to cause the scores of Proposals with higher LNOCs to be sufficiently dispersed below the maximum of 70 points such that the final score that aggregates price, viability, and economic benefits retains the intended scoring emphasis on price to a reasonable extent.

NYSERDA also reserves the right to solicit revised Offer Prices and/or to make counteroffers as it deems appropriate. In such case, NYSERDA will provide written notice to Proposer’s Authorized Agent(s), as identified in the Proposal and Appendix A, Proposer Certification Form. Proposer’s Authorized Agent(s) must have executed the Proposer Certification Form to respond and to commit to counteroffers on behalf of Proposer.

5 PRELIMINARY RANKING, PORTFOLIO EVALUATION, AND FINAL AWARD GROUP

5.1 Preliminary Rank Order

Proposals will be ranked according to the total score, calculated as described in Section 3.1 and further described in Sections 3 and 4, and placed in a single rank order (Preliminary Rank Order).

Subject to Section 5.2, if a Proposal is mutually exclusive with a higher-ranking Proposal, for example because they include overlapping lease area space or have an Injection Point and/or Delivery Point in the same NYCA Zone such that if both Proposals were awarded the total amount of MW awarded would exceed the limits prescribed in Section 2.1.3, the Proposal that conflicts with the higher-ranked Proposal will be removed from consideration for award.

NYSERDA will select no more than 1,400 MW delivered via a single HVDC cable or up to 900 MW delivered via up to two HVAC cables into Zone J Delivery Point(s) and no more than 2,800 MW with a Zone K Delivery Point. NYSERDA will not select HVAC Projects beyond the footprint contemplated at the time of the Power Grid Study Order. That is, HVAC projects traversing any Constrained or Prohibited Areas as described in Section 2.1.6 will only be considered for award if the existing HVAC cable footprint through those areas becomes available through contract termination as described in Section 2.1.1.1. Accordingly, NYSERDA encourages Proposers to consider submission of Alternate Proposals with both Zone J and Zone K Delivery Points.

Proposals selected for award from the Preliminary Rank Order shall constitute the Preliminary Award Group. NYSERDA reserves the right to determine the size of the Preliminary Award Group in its sole discretion.

5.2 Consideration of Commission and New York State Guidance and Policy

NYSERDA may elect to modify the Preliminary Award Group in the event that the makeup of the Preliminary Award Group is materially inconsistent with Commission or other New York State guidance or policy (such as the New York State Power Grid Study's Offshore Wind and Zero Emissions Studies or Climate Action Council Draft Scoping Plan) published prior to the receipt of bids regarding the following program policy factors:

- The efficient utilization of transmission points of interconnection and Project selections that will promote the cost-efficient integration of at least 9 GW of offshore wind;
- Preservation of future pathways to integrate at least 9 GW of offshore wind with efficient use of limited ocean rights of way;
- Reduction of execution risk through portfolio diversity;
- System benefits with respect to grid reliability and optimization.

Proposers are encouraged to address the above program policy factors in their Proposals to the extent applicable. NYSERDA reserves the right, at its discretion, to contact Proposers regarding the above

program policy factors and to potentially seek clarifications and/or adjustments to Proposals that would avoid removing a Proposal from the award group on this basis.

5.3 Award Group

The initial award group will be comprised of the Preliminary Award Group determined in accordance with Section 5.1 as modified (if at all) in accordance with Section 5.2. NYSERDA reserves the right to determine the size of the award group in its sole discretion.

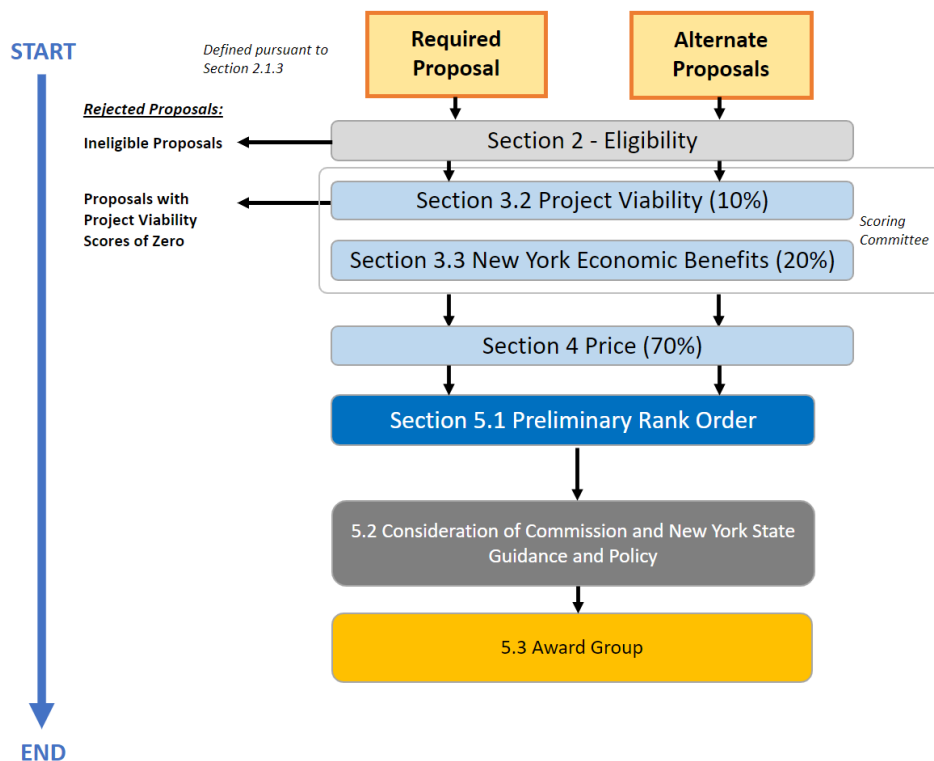
NYSERDA will notify the initial awardees in writing and may also provide notification via phone call or videoconference. The date upon which NYSERDA provides such written notification shall be the initial Award Notification Date.

Selection for an initial award does not give the Proposer any legal right or entitlement. Once selected for initial award, Proposers must negotiate a final version of the Agreement with NYSERDA. See Sections 6.2.12 and 7.

NYSERDA may also establish a waitlist of Proposals beyond those Proposals offered an initial award. Proposals represent offers to contract and must remain open for a period of at least 180 days from the Proposal Submission Deadline indicated in Section 1.3.

The foregoing evaluation process is summarized in Figure 3 below.

Figure 3: ORECRFP23-1 Evaluation Process



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

6 INSTRUCTIONS TO PROPOSERS

6.1 Preparation of the Submission

Each Proposer shall have sole responsibility for reviewing this RFP and all attachments hereto and for investigating and informing itself with respect to all matters pertinent to this RFP, including the [NYGATS Operating Rules](#) and NYISO's Open Access Transmission Tariff (OATT) and market rules, and those of the Control Area into which the Project may interconnect.

Proposers should rely only on information provided in this RFP and any associated written updates posted on the on the [NYSERDA 2023 Offshore Wind Solicitation website](#) when preparing their Proposals. Each Proposer shall be solely responsible for and shall bear all of its costs incurred in the preparation of its Proposal and/or its participation in this RFP. Submission of Proposals including confidential information shall be treated in accordance with Section 8.1.

NYSERDA uses a secure Salesforce site to accept Submissions. The Salesforce Portal will open for registration on **January 15, 2024**, and close for registration on **January 19, 2024 at 3:00 PM ET**.

For detailed instructions toward submission and interfaces with this site refer to Appendix K. Proposal Submission Guide once posted by NYSERDA. The Submission must be uploaded to NYSERDA's secure Salesforce site which will open for Proposal submission on **January 19, 2023**.

Links will be available on the above-mentioned dates.

Technical support for NYSERDA's Salesforce application may be reached by emailing offshorewind@nyserda.ny.gov. Proposers are encouraged to submit their files as early as possible to avoid bandwidth issues with simultaneous uploads to NYSERDA's Salesforce application.

6.1.1 Confidential Version of Submission

A Proposer must submit an unredacted complete version of each required document. The Master Offers Form, Offer Data Form(s), Project Risk Register and Wind Resource Data must be submitted as Excel files, with all required information included. The Project Schedule must be submitted as a Microsoft Project file. The Cable Route GIS files must be submitted as a ZIP file containing KMZ files. The Executive Summary and all other required files must be submitted as searchable PDF files. The confidential version of the Proposal will be treated as confidential and sensitive information, **subject to the treatment of confidential information discussed in Section 8.1**.

6.1.2 Public Version of Submission

The Executive Summary, Project Schedule and Status, Project Development Plan, Interconnection and Deliverability Plan, Fisheries Mitigation Plan, Environmental Mitigation Plan, Stakeholder Engagement Plan, Disadvantaged Communities Impacts, Visibility Study, Economic Benefits Plan, and New York Jobs and Workforce Plan must be submitted to NYSERDA in a version that can be made publicly available as a searchable PDF file. The public version must include descriptive information on all content requirements described in the relevant components of Section 6.2, but Proposers may redact information where there is a reasonable basis to assert that the information constitutes trade secrets or if disclosed would cause

substantial injury to the competitive position of the Proposer or other commercial enterprise from which the information was derived. See Section 8.1.

This public versions of the Executive Summary, Project Schedule and Status, Project Development Plan, Interconnection and Deliverability Plan, Fisheries Mitigation Plan, Environmental Mitigation Plan, Stakeholder Engagement Plan, Disadvantaged Communities Impacts, Visibility Study, Economic Benefits Plan and New York Jobs and Workforce Plan will be posted on the [NYSERDA 2023 Offshore Wind Solicitation website](#) shortly after the Proposal Submission Deadline. The file name of the submitted file should include the word “Public” as noted in Section K.3.3 of Appendix K. NYSERDA will not further redact the public versions of files. Anything submitted in the public versions will be made available to the public.

6.2 Organization of the Submission

Proposers are required to organize their Proposals consistent with the instructions provided herein. Each Submission, which includes the Required Proposal and any Alternate Proposals, must include the following separate files, which are described in more detail below:

- Executive Summary (Public and Confidential versions, see Section 6.2.1)
- Master Offers Form (see Section 6.2.2)
- Offer Data Form (one per Proposal) (see Section 6.2.3)
- Documentation of Eligibility (see Section 6.2.4)
- Project Schedule and Status (Public and Confidential versions, see Section 6.2.5)
- Project Schedule (see Section 6.2.5.1)
- Project Development Plan (Public and Confidential versions, see Section 6.2.6)
- Project Risk Register (see Section 6.2.6.6)
- Interconnection and Deliverability Plan (Public and Confidential versions, see Section 6.2.7)
- Cable Route GIS Files (see Section 6.2.7.1)
- Fisheries Mitigation Plan (Public and Confidential versions, see Section 6.2.8.1)
- Environmental Mitigation Plan (Public and Confidential versions, see Section 6.2.8.2)
- Stakeholder Engagement Plan (Public and Confidential versions, see Section 6.2.8.3)
- Disadvantaged Community Impacts (Public and Confidential versions, see Section 6.2.8.4)
- Visibility Study (Public and Confidential versions, see Section 6.2.8.5)
- Visibility Study GIS Shapefiles (see Section 6.2.8.5.1)
- Energy Resource Assessment (see Section 6.2.8.5)
- Wind Resource Data (see Section 6.2.9.1)
- Economic Benefits Plan (Public and Confidential versions, see Section 6.2.10)
- New York Jobs and Workforce Plan (Public and Confidential versions, see Section 6.2.11)
- Exceptions to Agreement (optional, see Section 6.2.12)

In order to streamline the evaluation, each file should include the required narrative content as described below and any associated exhibits or appendices that contain necessary supporting information. **That is, only one file should be provided in response to each heading**, with the exception

of (1) entries that require confidential and public versions and (2) the Offer Data Form(s), **unless file size (limited to 100 MB) dictates splitting into pieces**. Each file must be a fully searchable PDF file, unless a different file type such as Excel is necessary for presentation of the information.

6.2.1 Executive Summary

The Executive Summary shall not exceed ten (10) pages. The Submission must include both Confidential and Public versions of the Executive Summary. The Executive Summary should provide a high-level overview of the proposed Project in narrative and tabular form, as described below.

1. Provide a single page describing the Project(s) including the Offer Capacity, Injection Point(s), and the array of Proposals included in the Submission, including the proposed Contract Tenor(s), along with the variance represented by any included Alternate Proposals including Project configurations, interconnection, COD, or economic benefits.
2. Provide a map (or maps) showing the proposed Offshore Wind Generation Facility, the turbine array location relative to the total lease area, distance from shore, offshore substation and conceptual offshore and onshore cable route of the generator lead line to the Injection Point, and onshore converter station, including any flexibility or alternative considerations.
3. Provide a map (or maps) showing the planned port and supply chain facilities, including vessel providers, for each Project configuration included in the Submission.
4. Provide up to two pages summarizing the Economic Benefits Plan and the New York Jobs and Workforce Plan. For each Proposal, state the total Incremental Economic Benefits, as calculated in the corresponding Offer Data Form.

Please further include:

- A list of contacts for the Proposal, including preferred key contacts for executive level, Project Team, and public communications.
- Information or statements about how the selected Project Team embodies diversity, equity, and inclusion principles.
- Overview of stakeholder support including references or contacts of key supply chain, port facilities, environmental, educational, or labor stakeholders that endorse or otherwise supply goods or services to the project.
- Overview of local community (elected officials and the public) support of the project, point-of-interconnection and, if applicable, cable fall and route.
- A high-level summary of environmental and fisheries avoidance, minimization, and mitigation strategies that will reduce Project impacts and risks to wildlife and economically important fish and invertebrates.
- A high-level timeline noting key project stages and anticipated milestones.
- Relevant company background, highlighting similar projects, notable experience, and global portfolio.
- For Proposers submitting a Conditional Termination Agreement as described in Section 2.1.1.1, please describe the justification for seeking to re-contract or terminate existing contacts.

The public version of the Executive Summary must include, at minimum, basic information about the developer(s) and the Project, including Project area relative to the total lease area, distance from shore including viewshed impacts, Injection Point(s), and a high-level timeline including the target Commercial Operation Date. The public version must also seek to highlight important benefits (quantitative) and opportunities of the Project development, any public website or forum available to connect with the Project Team, and relevant educational resources about offshore wind.

6.2.2 Master Offers Form

The Master Offers Form (Appendix J) is an Excel workbook that (1) calculates the Proposal Fee based on the scope of the Submission, (2) collects Proposal summary and alignment information. The Master Offers Form must be comprehensive of all submitted Proposals and offer insight into the organization of the entire Submission to facilitate its complete review and any distinguishing factors among individual Proposals. The Master Offers Form has two parts, listed below, and a User Guide. If Proposer provides information in the Master Offers Form that conflicts with the information provided within other submitted documents, the other submitted document shall be considered to contain the governing and binding information.

Part I Proposal Fee Calculation

Proposer name, Proposer ID, number of Offshore Wind Generation Facilities included in the Submission, Offshore Wind Generation Facility name(s), BOEM renewable energy lease number(s), list of Proposals included in the Submission, Offer Capacity for each Proposal, and whether each Alternate Proposal includes Interconnection Cost Sharing and/or Inflation Adjustment.

Part II Proposal Summary and Alignment

Enter summary information about each Proposal and whether and how each Proposal varies from other Proposals in the Submission.

6.2.3 Offer Data Form(s)

The Offer Data Form (ODF) (Appendix I) is an Excel workbook used to submit pricing, technical, and operational information for the proposed Offshore Wind Generation Facility and claimed Incremental Economic Benefits of the Project. The ODF allows separate pricing to be submitted for each of up to two Contract Tenors. A separate ODF must be submitted for each Proposal.

The ODF has five parts, listed below, and a User Guide. If Proposer provides information in other sections of its Proposal(s) that conflicts with the information provided in the ODF, the ODF shall be considered to contain the governing and binding information for both the evaluation and any resulting Agreement.

Part I Identification Worksheet

Proposer name, number of Offshore Wind Generation Facilities included in Proposal, Offshore Wind Generation Facility name(s), BOEM renewable energy lease number(s), available lease area capacity, Offer Capacity for each Offshore Wind Generation Facility, whether each Offshore Wind Generation Facility is Meshed Ready, total Offer Capacity,

number of phases in which Offer Capacity will enter Commercial Operation, Proposal type (Required or Alternate), , unique Proposal name (if not the Required Proposal), Proposal Code (from the Master Offers Form), pricing structure, contract tenor(s), and whether the Proposal includes Interconnection Cost Sharing and/or Inflation Adjustment.

Part II Project Definition Worksheet

The expected Commercial Operation Date and capacity of each phase, the P10 Annual OREC Exceedance value(s), and Injection Point and Delivery Point descriptive information.

Part III Expected Performance Worksheet

P50 Generation (before outages and land-based transmission and curtailment losses) as a fraction of installed capacity by month and hour of day and delivered energy as a fraction of P50 Generation by month and calendar year.

A separate Part III must be filled out for each Offshore Wind Generation Facility in the Proposal.

Part IV Pricing Worksheet

Indicate whether a Proposal with multiple Offshore Wind Generation Facilities has separate pricing for each Facility and enter Offer level nominal Strike Prices (if Index OREC) or Prices (if Fixed OREC) for each Contract Tenor selected. Up to two pricing offers can be submitted in each ODF, for the 25- and 20-year Contract Tenors. The ODFs for the Required Proposal must include an offer for the 25-year Contract Tenor.

NYISO Interconnection Cost Allocation parameters are entered, including an estimate of the expected, high, and low values. If the Proposal includes Interconnection Cost Sharing, indicate whether each Offshore Wind Generation Facility will include Interconnection Cost Sharing. If Interconnection Cost Sharing is included, identification of interconnection cost levels with percentages allocable to NYSEDA within the Interconnection Cost Sharing Adder is required.

Part V Economic Benefits Worksheets (See Section 6.2.10 and Appendix B.1)

Data are entered by ID number, including Project phase, time period, first calendar year and last calendar year in which the benefit is expected to accrue, claim type from Appendix B.1, description, and the Total Dollars (stated in nominal dollars). Labor Dollars, MWBE and SDVOB Dollars, NYS Iron and Steel Dollars, Non-NYS U.S. Iron and Steel Dollars, Disadvantaged Community Commitments, and Supply Chain Investments can be entered where applicable. Each line item must be cross-referenced in the Economic Benefits Plan using the template provided in Appendix B.1.

6.2.4 Documentation of Eligibility

The following sections specify content that is not included in the Master Offers Form or Offer Data Form and must be presented in a combined PDF to confirm eligibility. Each section should be approximately one page in length, except for documents required to be appended as noted herein, although longer content can be provided if needed to demonstrate eligibility.

6.2.4.1 ORECs Offered

For Offshore Wind Generation Facilities that contribute less than 800 MW to the Proposal's Offer Capacity, provide the turbine capacity density assumptions used to arrive at the Offer Capacity as representing the maximum available capacity from the lease area.

6.2.4.2 Site Control

Identify the BOEM wind energy area where the proposed Offshore Wind Generation Facility will be located. Provide documentation that Proposer has a valid lease or irrevocable lease option to develop the leased area within this wind energy area over the entire Contract Tenor.

Identify any rights that Proposer or its development partner has at the Injection and Delivery Point(s) and for the generator lead line right of way. Identify any additional rights that are necessary for interconnection and for the generator lead line right-of-way.

6.2.4.3 Interconnection and Deliverability

For Proposals with an Injection Point in an adjacent Control Area, describe how the Electricity Delivery Requirements contained in Article III of the Agreement will be met.

Provide a conceptual map of the radial export cable route demonstrating compliance with any applicable cable routing restrictions as prescribed in Section 2.1.6.

Provide documentation to show evidence of the interconnection request to NYISO or any neighboring Control Area for Capacity Resource Interconnection Service (CRIS) or for Energy Resource Interconnection Service, or similar interconnection standards in the neighboring Control Areas.

For Proposals that include a plan for alternate uses of a Project's electric output, describe the specific mechanisms for measuring and allocating electric output to comply with NYSERDA's requirements, as stated in Section 2.1.6.

6.2.4.4 Decarbonization Strategy

Describe the Proposer's strategy to address embodied carbon or other carbon reduction techniques in contribution to New York State's decarbonization goals. Describe the efforts undertaken by the Proposer, including any tools or methodologies used, to better understand and consider carbon intensity in design, sourcing and construction, and the steps that have been taken and will be considered and integrated into the Project's design in the future to minimize carbon emissions, including embodied carbon, from the proposed Project.

Describe the carbon footprint of the Project overall and how, by design, the Project is actively seeking opportunities to reduce the amount of embodied carbon. Describe the process by which the Proposer

will account for embodied carbon on an ongoing basis as the Project evolves. This could include the sourcing and manufacturing of Primary Components such as platforms, turbines, cables, and substations, but should also consider associated activities such as construction, operation & maintenance, and decommissioning. This could also include opportunities to support carbon mitigation efforts in collaboration with New York State manufacturing sources. Describe any further commitments or strategies outside of Project development made by the Proposal.

Describe the proposed process by which the Proposer will validate, following commissioning of the Project, a final accounting of the Project's embodied carbon, including any methodology and certifiable environmental product declarations, to promote disclosure of the Project's ultimate carbon footprint and relatedly, the Project's energy and carbon payback periods. In accounting for carbon footprint and energy and carbon payback periods, proposals should include Scope 1, 2 and 3 emissions as outlined by the U.S. Environmental Protection Agency (EPA) and described in Section 2.2.14.

6.2.4.5 Climate and Resilience Strategy

Describe how climate-related physical risks, including both direct and indirect impacts, have been considered and used to inform the selected project design including technologies, financing, construction, operational or maintenance features of the Project. Identify potential system weaknesses that could result in cascading negative impacts for both offshore and onshore assets. Identify design considerations (technology selection, layout) for climate adaptation and resiliency and features that will strengthen the Project's ability to handle shocks and stresses.

Describe potential impacts of sea level rise, dynamic flooding events, coastal flooding, extreme heat, cold snaps, potential impacts from increased frequency and severity of storms (e.g., superstorms, hurricanes, seismic activity, etc.) on the Project design and operation.

Describe how specific Project features strengthen any or all of the following attributes of resilience: robust, integrated, redundancy and flexibility. Proposers may also demonstrate how selected resilience features provide value to the Project. Proposers are required to demonstrate how they have referenced and incorporated the [Offshore Wind Climate Adaptation and Resiliency Study](#).

Describe the planned insurance program, including how climate-related physical risks are factored into the insurance deductible and if added resilience measures or design and construction features taken to strengthen the ability of the Project to handle climate shocks or stresses may act to lower insurance premiums or deductibles.

6.2.4.6 Conflicts of Interest, Required Disclosures and Certifications

A disclosure statement regarding whether the Proposer has been found non-responsible under Section 139-j of the State Finance Law within the previous four years must be provided (see Section 8.2). If Proposer has any required disclosures, in accord with Section 8.5, they should be stated in this section. If Proposer has no required disclosures, that should be stated.

If Proposer has any conflicts of interest, in accord with Section 8.8, they must be disclosed. If Proposer has no conflicts of interest, that should be stated.

Proposer must complete the Proposer Certification Form in Appendix A and attach it to this Submission document. The Proposer Certification Form must be signed by an authorized officer or other duly authorized representative of Proposer to certify the validity of the offer and attest to other representations.

Proposer must complete a Certification Under Executive Order No. 16, as published by the Office of General Services and available here: <https://ogs.ny.gov/EO-16>, and attach it, in accord with Section 8.11.

Proposer must complete a Vendor Responsibility Checklist and attach it, in accord with Section 8.12.

Prospective Proposers who currently hold an active agreement with NYSDA with respect to the ORECs being offered in this solicitation must enter into a binding agreement that will cause the active agreement to automatically terminate at the conclusion of ORECRFP23-1, as detailed in Section 2.1.1.1. Attach the executed Conditional Termination Agreement (Appendix L) here.

Proposers must execute a Non-Disclosure Agreement and attach it, in accord with Section 2.1. NYSDA will publish the Non-Disclosure Agreement template by January 3, 2024.

6.2.5 Project Schedule and Status

Proposers must demonstrate that the Project can reasonably be permitted, developed, financed, and constructed within a commercially reasonable timeframe consistent with the proposed Project schedule. The Submission must include both Confidential and Public versions of the Project Schedule and Status. The Commercial Operation Date(s) must be clearly stated in this section and consistent across the Submission.

Proposer is required to provide sufficient information and documentation showing that Proposer's resources, process, and schedule are adequate for the acquisition of all rights, permits, and approvals for the financing of the Project consistent with the proposed milestone dates that support the proposed Commercial Operation Date(s).

Proposers must submit reasonable milestones that are achievable, thereby placing the Project on an achievable milestone schedule to support the proposed Commercial Operation Date(s). Proposers are required to provide a complete critical path schedule for the Project from the notice of award to the proposed Commercial Operation Date(s). Provide a detailed Gantt chart equivalent in a Microsoft Project .mpp file or Microsoft Excel .xlsx file (the required Project Schedule attachment referenced in Section 6.2.5.1) For each Project element listed below, provide the start and end dates and include the following:

1. Identify the critical path. The schedule should include, at a minimum, the tasks associated with preliminary engineering, financing, acquisition of real property rights, Federal, state and/or local permits, licenses, environmental assessments and/or environmental impact statements (including anticipated permit submittal and approval dates), completion of interconnection studies and approvals culminating in the execution of the NYISO Interconnection Service Agreement, financial close, procurement of engineer/procure/construct contracts, detailed

engineering design, procurement of wind turbine generators, monopile, substation equipment and offshore and onshore cabling, start of construction, offshore and onshore construction, including foundation installation, turbine erection, offshore and onshore substation construction, commissioning and any other requirements that could influence the Project schedule.

2. Describe the anticipated permissible offshore construction windows, and how the construction milestones will be accommodated within these windows.
3. Detail the status of all critical path items, such as receipt of all necessary siting, environmental, and NYISO approvals.

Provide a detailed plan and timeline for the acquisition of any additional rights necessary for interconnection and for the generator lead line right-of-way.

A PDF copy of the Project Schedule file should be appended to the submitted file.

6.2.5.1 Project Schedule

The Microsoft Project schedule attachment must be included in the Submission in the form of a Gantt chart in an unlocked Microsoft Project .mpp file or Microsoft Excel .xlsx file. If the Project Schedule varies among Proposals, the additional information may be provided in the same file, as long as the variances are clearly labeled for Proposal correspondence, or in separate files. Each task in the schedule should show its start and end dates, its predecessor task (tasks that need to be completed or underway before the task can begin or be completed) and its successor task (other tasks that need the task to begin or be completed). The task start and end dates should not be hard coded, but rather be determined based on the task duration and predecessor tasks status.

6.2.6 Project Development Plan

The Project Development Plan must be submitted as a single file, not to exceed 100 pages, with the following included subsections. The Submission must include both Confidential and Public versions of the Project Development Plan.

6.2.6.1 Project Team

This section of the Submission must describe the Project Team's experience in developing generation and transmission facilities of similar size, technology and complexity and ability to work together effectively to bring the Project to commercial operation in a timely fashion.

Proposers are required to provide the following information with their Proposal:

1. A description of the business entity structure of Proposers' organization from a financial and legal perspective, including all general and limited partners, officers, directors, and involvement of any subsidiaries supporting the Project.
2. An organizational chart for the Project that lists the Project participants, including parent companies and joint ventures transacting business in the energy sector, identifies the corporate

structure, including general and limited partners, and shows the relationship among the different Project participants.

3. A management chart that lists the Project Team principals dedicated to this Project and a short statement for each describing the rationale for their selection based on either their experience in a technical subject matter or demonstrated similar skill sets. Identify the team members that are currently based in New York State and those team members who will relocate to New York State.
4. Identify and describe, including relevant experience, the entity or entities responsible for the following, as applicable:
 - a. Construction Period Lender, if any
 - b. Community Liaison Officer
 - c. Diversity, Equity, and Inclusion Officer
 - d. Environmental Consultant
 - e. EPC Contractor (if selected)
 - f. Facility Operator and Manager
 - g. Financial Advisor
 - h. Health and Safety Consultant
 - i. Labor Liaison
 - j. Legal Counsel
 - k. Operating Period Lender and/or Tax Equity Provider, as applicable
 - l. Owner's Engineer
 - m. Transmission Consultant
5. A list of projects of similar type, size, technology and/or complexity that each of the Project participants (Proposer and any development partners) has had a role in developing, financing, owning, and operating generation and transmission facilities, and any evidence that the Project participants have worked jointly on other projects. Identify the specific members of the Project Team that worked on each project listed.
6. Disclose any pending (currently or in the past three years) Health/Safety Enforcement Notice, litigation or disputes related to projects planned, developed, owned or managed by Proposer or parent companies or JV partners, or related to any energy product sale agreement.
7. Describe any material litigation, disputes, claims or complaints, or events of default or other failure to satisfy contract obligations, or failure to deliver products, involving Proposer or a parent company, and relating to the purchase or sale of energy, capacity or RECs or other electricity products.

6.2.6.2 Permitting Plan

All required federal, regional, state, and local permits and approvals must be identified, and the status of each permit or approval must be provided. Proposers should provide context to the status of each

permit, such as known barriers or issues which may materially affect the Project's permitting approval timelines.

Proposers are required to demonstrate a plan for environmental assessment and permit acquisition for the Offshore Wind Generation Facility. Proposers should provide the following information:

1. A comprehensive list of all the permits, licenses, and environmental assessments and/or environmental impact statements required to construct and operate the Project. Along with this list, identify the governmental agencies that are responsible for issuing approval of all the permits, licenses, and environmental assessments and/or environmental impact statements. If a Proposer has secured any permit or has applied for a permit, please indicate this in the response.
2. The anticipated timeline for seeking and receiving the required permits, licenses, and environmental assessments and/or environmental impact statements. Include a Project approval assessment which describes, in narrative form, each segment of the process, the required permit or approval, the status of the request or application and the basis for projection of success by the milestone date. All requirements should be included on the Project Schedule as described in Section 6.2.5.1.
3. The SAP and COP, if completed. If the SAP and/or COP are not completed, provide the status of development of these plans and a proposed plan and timeline for completion.

6.2.6.3 Financing Plan

Proposers must submit a financing plan that demonstrates a firm financing commitment for the Project that supports project execution. The Financing Plan must include:

1. A short description of projects that the Proposer has financed or is in the process of financing.
2. A description of the Financing Plan for the Project including construction and term financing including:
 - a. Project financiers (or those being considered to finance) and the related financing mechanism or mechanisms that will be used (i.e., convertible debenture, tax or contingent equity, other) including repayment schedules and conversion features
 - b. Project's existing financial structure and projected financial structure
 - c. Expected sources of debt and equity financing and uses, including details of how the construction phase of the project will be financed and any agreements, both pre and post Commercial Operation Date, entered into with respect to equity ownership in the proposed Project and any other financing arrangement
 - d. How any such agreements would differ under different pricing options for the Submission (e.g., Fixed OREC vs. Index OREC, Inflation Adjusted, or Interconnection Cost Sharing)
 - e. Estimated construction costs and consideration for contingencies or cost overruns
3. Evidence that Proposer has the financial resources and financial strength to complete and operate the Project as planned.

4. The planned insurance program, including how climate-related physical risks are factored into the insurance deductible and if added resilience measures or design and construction features taken to strengthen the ability of the Project to handle climate shocks or stresses may act to lower insurance premiums or deductibles.
5. The method the Proposer will use to estimate inflation using an index or indices that are relevant to the Project's construction and operations costs.
6. The role of the Federal Production Tax Credit or Investment Tax Credit (or other incentives) on the financing of the Project, including presumed qualification year and percentage and estimated eligible capital expenditures. Provide an explanation for the assumed ability or inability to qualify for the Federal Production Tax Credit or Investment Tax Credit. The Proposal may not be contingent on receipt of the Production Tax Credit or Investment Tax Credit. Refer to Section 2.1.5 and to Section 5.07 of the Agreement for the Bid Price adjustment related to receipt of Project Qualifying Federal Support.
7. Complete copies of the most recent audited financial statement and annual report for each Proposer for each of the past three years; including parent companies of Proposer (if audited statements are not available, reviewed or compiled statements are to be provided). Also, provide the credit ratings from Standard & Poor's and Moody's (the senior unsecured long-term debt rating or, if not available, the corporate rating) of Proposer and any parent companies and development partners.
8. The Proposer's ability (and/or the ability of its credit support provider) to provide the required security, including its plan for doing so.
9. A description of any current or recent credit issues / credit rating downgrade events regarding Proposer or parent companies raised by rating agencies, banks, or accounting firms. Provide information regarding any exposure of the Proposer and/or parent companies including joint ventures to adverse events related to investments and other activities in Russia. Discuss corporate withdrawals from investments in Russia, the impact of write-offs, write-downs and/or related impairment charges and government sanctions arising from the conflict in Ukraine affecting the Proposer, parent companies and/or joint venture participants, including limited liability corporations.
10. Details of any events of default or other credit/financial issues associated with all energy projects (other than those under contract with NYSERDA) in which the Proposer (and other equity partners), its parent companies, and directors, officers, and senior managers of those entities, participated over the past three years.
11. The allowances or mechanisms in place to address high risk contingencies and cost overruns in the Project budget, including how the how will address the risk of increases to project cost. For example, refer to the Project's commitment to utilize financial hedging instruments and/or pass through commodity price risk to suppliers.

6.2.6.4 Equipment, Development, and Logistics Plan

The Equipment, Development, and Logistics Plan will highlight the proposed technology inclusive of procurement strategy for the Primary Components, key marine terminals, and vessels to support the

construction, operations, and maintenance phases of the Project, and include a holistic risk assessment to all Project phases.

The Equipment, Development, and Logistics Plan must first outline the specific technology or equipment planned for the Project, including the track record of the technology and equipment and other information as necessary to demonstrate that the selected Primary Component equipment and technology is viable.

Provide a preliminary engineering plan which includes at least the following enumerated information. If specific information is not known, identify manufacturers, vendors, and equipment that will be considered.

1. Type of turbine and sub-station foundation, Offer Capacity, and radial export cable transmission technology.
2. Primary Components to be used, including the manufacturer or proposed manufacturer and location of manufacturing for each.
3. Status of acquisition of the Primary Components, including any contracts for the Primary Components that Proposer has secured or plans to secure and the status of any pertinent commercial arrangements.
4. Other equipment or service vendors identified/considered
5. Design and performance history of the selected Primary Components and equipment
6. Design considerations that help to support responsible disposal and or recycling of Primary Components after the end of their useful life and equipment plans that generally aim to consider the precepts of the circular economy.
7. In the event the Primary Components or Sub-component manufacturers have not yet been selected, identify in the equipment procurement strategy the factors under consideration for selecting the preferred equipment, including alignment with the considerations above, as well as the anticipated timing associated with the selection of the equipment manufacturer, including the timing for binding commercial agreement(s).

The Equipment, Development, and Logistics Plan must further explain the necessary arrangements and processes for outfitting, assembly, storage, and deployment of Primary Components. Please provide a section focused on construction and logistics that captures the following objectives:

1. List the major tasks or steps associated with deployment of the proposed Project and the necessary specialized equipment (e.g., vessels, cranes).
2. List the party or parties responsible for each deployment activity and describe the role of each party. Describe the status of Proposer's contractual agreements with third-party equipment/service providers.

3. Identify the marine terminals and other waterfront facilities that will be used to stage, assemble, and deploy the Project for each stage of construction.
 - a. If available, evidence that Proposer or the equipment/service provider have right(s) to use a marine terminal and/or waterfront facility for construction of the Project (e.g., by virtue of ownership or land development rights obtained from the owner).
 - b. If not available, describe the status of acquisition of real property rights for necessary marine terminal and/or waterfront facilities, any options in place for the exercise of these rights and describe the plan for securing the necessary real property rights, including the proposed timeline. Include these plans and the timeline in the overall Project Schedule in Section 6.2.5.1.
 - c. Identify any joint use of existing or proposed real property rights for marine terminal or waterfront facilities.
4. Describe the proposed approach for staging and deployment of Primary Components to the Project site. Include a description and discussion of the laydown facility/facilities to be used for construction, assembly, staging, storage, and deployment.
5. Indicate the number, type and size of vessels that will be used, their respective uses, and how vessels will be secured for the required construction period. Explain how Proposer's deployment strategy will conform to requirements of the Merchant Marine Act of 1920 (the Jones Act).

The Equipment, Development, and Logistics Plan should then detail the operating parameters for the Project, including the anticipated maintenance schedule.

1. Provide partial and complete planned outage requirements in weeks or days for the Offshore Wind Generation Facility. Also, list the number of months required for the cycle to repeat (e.g., list time interval of minor and major overhauls, and the duration of overhauls).
2. Provide all the expected operating constraints and operational restrictions for the Project, the reason for the limitation, and characterize any applicable range of uncertainty.

6.2.6.5 Quality, Health, and Safety

The Quality, Health and Safety section should outline the overall approach to ensuring quality health and safety for the project and include:

- Demonstration of loss prevention through risk observation, near miss, and incident reporting and tracking systems.
- Disclosure of, any Health/Safety Convictions and any Health/Safety Enforcement Notice(s) in the past 10 years.
- Examples of the Project Team safety and security policies or best practices to be implemented through all project phases (e.g., ritual pre-job safety meetings, Stop the Job or Stop Work Authority policies, basic injury prevention, IT and Cyber Security measures, fatigue management, etc.) and the degree to which Major Suppliers and any contractor or supplier of the Project are expected to be trained in and adhere to Project Team best practices.

- A high level hazard analysis and risk controls matrix identifying the severest hazards to Project quality and security and human health and safety, and the mitigative measures to be taken to reduce both the likelihood or severity those hazards.

Proposers are advised to review to the [Health and Safety Study](#) prepared for the New York State Offshore Wind Master Plan.

6.2.6.6 Project Risk Register

The Proposal must include a Project Risk Register that identifies a minimum of 30 significant risks to realizing the successful development and operation of the Project. This must include the provision of any significant infrastructure outside the remit of the Project on which the Project depends. For example, a new point of interconnection.

The project risk register should include identification and treatment of the risks associated with permitting, engineering, procuring equipment, construction, operations, maintenance, health, safety, security, or any other risks associated with the Project.

The Project risk register should be included in Microsoft Excel format structured as follows:

1. Each sheet should correspond to the key Project phases: Development, Construction and Installation, Operations and Maintenance, and Decommissioning.
2. For each sheet, the spreadsheet rows each correspond to one specific risk associated with permitting, engineering, procuring equipment for, constructing, servicing and operating the project.
3. For each sheet, the separate spreadsheet columns should:
 - a. Describe each risk in detail.
 - b. Provide an assessment of the likelihood of occurrence and impact on, or consequences for, the project schedule and/or cost of each potential risk, preferably in a combined risk score, describe the various scenarios under which the risk may occur and the likelihood of occurrence (low, medium, high)
 - c. Describe the severity of impact to project quality or personnel health and safety if the risk were to occur (low, medium, high) Proposers should consider the worst-case scenario. Each potential impact can be related to but not limited to the proposers, their collaborations, permitting, finance, technology, construction, operations, including project quality, security, health or safety risk, and energy yield.
 - d. Identify the risk treatment or risk mitigation measures to be applied. Measures taken to address the risk either reduce the likelihood of occurrence (avoid the risk) or reduce the severity of impact (through mitigation, insurance, and/or protection)
 - e. Describe how each proposed risk treatment will be implemented and enforced, including the status of implementation where applicable, and assess the effectiveness of proposed risk reduction strategies and re-score the perceived risk (low, medium, high).

6.2.7 Interconnection and Deliverability Plan

The Interconnection and Deliverability Plan must demonstrate that Project's plan for offshore transmission and onshore grid interconnection is technically viable and can be implemented on a timeline that is consistent with meeting the overall development schedule and proposed Commercial Operation Date(s). The Submission must include both Confidential and Public versions of the Interconnection and Deliverability Plan.

Proposers should provide the following information in the Interconnection and Deliverability Plan:

1. Identify the anticipated Injection and Delivery Point(s), support facilities, and the relationship of the Injection and Delivery Point(s) to other local infrastructure, including transmission facilities, roadways, and waterways. Include as much supportive detail and information of relevance for an actual or eventual Article VII filing as available at the time of submission. Identify whether the proposed cable routes impact New York Disadvantaged Communities. If Disadvantaged Communities are impacted by the proposed cable route, identify which Disadvantaged Communities are impacted and for the approximate miles the onshore cable route.
2. Describe any Alternate Proposals which contemplate different Delivery Points. Give details on relative merits of each considering cable routing, interconnection cost, local system upgrades, or other benefits or burdens associated with siting the Project.
3. Describe the status of any planned interconnection to the grid.
4. Provide a detailed plan and a reasonable timeline to complete the interconnection process with NYISO for direct interconnection(s) to the NYCA and, if applicable, for any other interconnecting authority (Regional Transmission Organization, "RTO," or Independent System Operator, "ISO") in an adjacent Control Area, i.e., ISO-NE or PJM. The timeline must be consistent with meeting the overall development schedule and proposed Commercial Operation Date(s) as presented in response to Section 6.2.5.
5. Provide a copy of an electrical one-line diagram showing the interconnection facilities and the relevant facilities of the transmission provider.
6. Identify and provide an estimate of the expected (50% probability of exceedance) NYISO Interconnection Cost Allocation along with high (10% probability of exceedance) and low (90% probability of exceedance) estimates of the NYISO Interconnection Allocation, which should include all proposed or anticipated interconnection and transmission system upgrades, including any transmission system upgrades beyond the point of interconnection that are needed to ensure delivery of energy from the Offshore Wind Generation Facility into NYCA. Provide a clear explanation for how the estimated expected, high, and low Interconnection Cost Allocations relate to any studies that were performed. If there are differences between the studies and the proposed values, or any engineering judgment was applied, explain. If studies exist that are outside the range of the high and low Interconnection Cost Allocation estimates, please explain. For example, if a study shows upgrade costs beyond the estimated high Interconnection Cost

Allocation, explain why the particular scenario studied is unlikely. NYSDA understands that these values will be imperfect and seeks to understand the Proposer's view on interconnection risks.

7. Identification of the costs associated with all elements of the needed transmission infrastructure, including the offshore substation, Meshed Ready design, radial export cable material and installation costs. Include a breakdown of costs of the cable installation plan, including both onshore and offshore cable routing.
8. Proposals must provide any information they are aware of regarding the available capacity, at the time of submission, of the proposed Injection Point(s), such as through the [Utilities' Revised Headroom Calculations](#) as filed with the PSC.
9. Identify the entity that will assume the duties of NYISO Market Participant for your proposed Offshore Wind Generating Facility. Provide a summary of Proposer's or Market Participant's experience with the wholesale market administered by NYISO as well as transmission services performed by Con Edison, NYPA, and PSEG-LI/LIPA.
10. For any Proposals that will be included in the Meshed Ready system, describe the components that will be installed to meet the Meshed Ready requirements set forth in Appendix F and enable future operability if recommended by the New York State Public Service Commission for interconnection to the Meshed Network.
11. For any Proposals that will be included in the Meshed Ready system, provide drafts of the required Meshed Ready deliverables listed in Section F.2.3 of Appendix F.
12. For any Proposals that will be excluded from the Meshed Ready system, provide a clear and detailed justification for the exclusion.

6.2.7.1 Cable Route GIS Files

Provide detailed maps as KMZ files that show the proposed off- and on-shore cable route(s) from the offshore project to the proposed Injection Point including (if applicable) the landfall point(s), the converter station location and the assumed right-of-way width.

KMZ files should be compiled in a single ZIP file for submission.

6.2.8 Responsible Development

Each of the following subsections must be submitted as a separate file.

6.2.8.1 Fisheries Mitigation Plan (see Appendix C)

Elements of the Fisheries Mitigation Plan are described in detail in Appendix C. The Fisheries Mitigation Plan must address any variance among Proposals. The Submission must include both Confidential and Public versions of the Fisheries Mitigation Plan. The public version of the Fisheries Mitigation Plan will be made publicly available upon Proposal submission and should therefore utilize language accessible to

the public that demonstrates an understanding of New York’s diverse stakeholders, unique coastal and marine resources, and local communities.

The Fisheries Mitigation Plan should give as much detail as possible on how Proposer will mitigate adverse impacts on the commercial fishing industry that may be caused by the Project. Proposers are advised to review the [Fish and Fisheries Study](#) prepared for the New York State Offshore Wind Master Plan with respect to the potential impacts of offshore wind energy development on the fishing industry, and also are advised to include in their mitigation plan the appropriate Best Management Practices described in the Master Plan, its supporting studies and more recent relevant work. NYSERDA recognizes that after submission to the agency, the Proposer may change and update the Fisheries Mitigation Plan to reflect findings during the environmental reviews conducted by BOEM or New York State.

6.2.8.2 Environmental Mitigation Plan (see Appendix D)

Elements of the Environmental Mitigation Plan are described in detail in Appendix D. The Environmental Mitigation Plan must address any variance among Proposals. The Submission must include both Confidential and Public versions of the Environmental Mitigation Plan. The public version of the Environmental Mitigation Plan will be made publicly available upon Proposal submission and should therefore utilize language accessible to the public that demonstrates an understanding of New York’s diverse stakeholders, unique coastal and marine resources, and local communities.

Proposers must include in their Proposals a detailed Environmental Mitigation Plan that describes how Proposer will mitigate adverse environmental impacts that may be caused by the Project. Proposers are advised to review the environmental studies prepared for the [New York State Offshore Wind Master Plan](#) with respect to the potential impacts of offshore wind energy development on the environment, and also are advised to include in their mitigation plan the appropriate Best Management Practices described in the Master Plan, its supporting studies and more recent relevant work. As with the Fisheries Mitigation Plan, NYSERDA recognizes that after submission to the agency, the Proposer may change and update the Environmental Mitigation Plan to reflect findings during the environmental reviews conducted by BOEM or New York State. NYSERDA encourages Proposers to consider mitigation measures beyond those that may be legally required by environmental reviews completed under NEPA, SEQRA or other review laws.

6.2.8.3 Stakeholder Engagement Plan (see Appendix E)

Elements of the Stakeholder Engagement Plan are described in detail in Appendix E. The Stakeholder Engagement Plan must address any variance among Proposals. The Submission must include both Confidential and Public Versions of the Stakeholder Engagement Plan. The public version of the Stakeholder Engagement Plan should use language accessible to the public that demonstrates an understanding of New York’s diverse stakeholders, unique coastal and marine resources, and local communities.

The Stakeholder Engagement Plan should describe all stakeholder engagement activities and commitments during the planning, construction, operation, and decommissioning phases of the Project and associated investments. The Stakeholder engagement Plan must also address the Project’s visibility

from shore and mitigation measures to address affected communities. All letters of support for the Project should be attached to the Stakeholder Engagement Plan, with a cover page summarizing how many letters of support and from whom.

6.2.8.4 Disadvantaged Community Impacts (see Appendix B.2)

Guidance related to Disadvantaged Community impacts is provided in Appendix B.2. The Submission must include both Confidential and Public versions of the Disadvantaged Community Impacts.

Proposers are expected to explore how they can design their Project and associated investments to provide benefits to and reduce burdens on Disadvantaged Communities in accordance with the 2020 CES Modification Order and the [Climate Action Council's Scoping Plan](#). All Proposers are required to fully detail the benefits and burdens associated with the impacts of the Project's development on any Disadvantaged Communities that are hosting a Project or whose local economy, infrastructure, and air, water, and other natural resources are directly impacted by a Project, as identified through engagement with Disadvantaged Communities, and in accordance with the most recent relevant guidance per the [Climate Action Council](#) and [Climate Justice Working Group](#). Proposers are further advised to review the New York State [Disadvantaged Communities Barriers and Opportunities Report](#).

Commitments to Disadvantaged Communities must align or reference those described in the Economic Benefits Plan, according to Appendix B.1 and will be incorporated in Section 6.05 of the Agreement.

6.2.8.5 Visibility Study

The Submission must include both Confidential and Public versions of a visibility study consistent with the Visual Impact Assessment as part of the COP.

The Visibility Study must present visual simulations of the proposed Offshore Wind Generation Facility. Visibility studies must include a map or maps that depict the nearest coastline, the boundary of the proposed site to be developed and any other reasonable reference points (e.g., coastal cities, historic sites, other wind energy areas). The visibility Study must identify the distance in statute miles between the nearest shoreline point and the nearest Offshore Wind Generation Facility turbines. If the nearest shoreline point is not in New York State, the Proposal should also identify the nearest New York shoreline point and include the nearest New York shoreline point in the viewshed impacts discussion. Simulations must be single frame, photographic images with superimposed simulations of the proposed wind turbine technology configured to represent a commercially-scaled and technically feasible scenario that is consistent with the proposed Project including operating capacity, wind turbine size, and generic spacing and configuration. Viewing instructions must be included on each simulation.

Visual simulations must represent, at a minimum, clear, partly cloudy, and overcast conditions during early morning, mid-afternoon, and late day, as well as one simulation at night with the turbines lit under clear conditions. Visual simulations must be provided from a minimum of two representative vantage points which represent the closest points to shore from any turbine within the Offshore Wind Generation Facility and, if applicable, any sensitive or historic viewpoints, consistent with the Visual Impact Assessment required through the COP. Proposals must address any mitigative viewshed impacts considered for the closest points to shore and if applicable any sensitive or historic viewpoints. The

visibility study must also include analysis of the percentage of time during which different visibility conditions are expected to occur based on past meteorological data.

The simulations must be provided in a format suitable to be printed or electronically viewed by the public and/or the Scoring Committee.

6.2.8.5.1 Visibility Study GIS Shapefiles

Provide supporting GIS shape files that depict the nearest coastline, the boundary of the proposed site to be developed and any other reasonable reference points (e.g., coastal cities, historic sites, other wind energy areas).

6.2.9 Energy Resource Assessment

Provide a summary of all collected wind data for the proposed Offshore Wind Generation Facility site. Identify when and how (e.g., meteorological mast or LiDAR – for “Light Detection and Ranging”) the data was collected and by whom.

Indicate where the data was collected and its proximity to the proposed Offshore Wind Generation Facility site. Include an identification of the location and height for the anemometers and/or “range gate” heights for sensing by LiDAR that were used to arrive at an assessment of the site generation capability. Describe any additional wind data collection efforts that are planned or ongoing. Data collected from the site is preferred, though projected data is permissible. The method of data collection must also be included.

Provide a wind resource assessment report for the Proposed Offshore Wind Generation Facility site. Include an analysis of the available wind data which addresses the relationship between wind conditions and electrical output. Provide a site-adjusted power curve. Each curve should list the elevation, temperature and air density used.

Provide a justification for the selected P10 Annual OREC Exceedance value based on the Wind Resource Data for the Project. Provide the basis for the delivered energy profile presented in Part III of the Offer Data Form relative to the P50 generation profile, including a reasonable assessment of potential/expected curtailment in addition to losses. Describe measures to identify and control the regulatory and operational risks related to the delivery of energy from the Offshore Wind Generation Facility.

6.2.9.1 Wind Resource Data

Provide at least one year of hourly wind resource data in an unlocked Excel file.

6.2.10 Economic Benefits Plan (See Appendix B.1)

The Submission must include both Confidential and Public versions of the Economic Benefits Plan. The Economic Benefits Plan should begin with a two-page summary of the Proposer’s approach to Incremental Economic Benefits, highlighting key expenditures, commitments, and partnerships. Following the summary, the Economic Benefits Plan should present a summary table using the format shown in Table 1 for each Proposal. The next section of the Economic Benefits Plan should present

descriptive and supporting information for *each* of the claims presented in Part V of the Offer Data Form using the template provided in Section B.1.B of Appendix B.1, specifically Table B.1.1.

The purpose of the Economic Benefits Plan is (i) to allow the Proposer to document its approach to fulfilling the claims that are provided in the Offer Data Form, (ii) to allow the Proposer to explain and justify its Incremental Economic Benefits claims, (iii) to help NYSERDA assess the credibility of the Incremental Economic Benefits claimed in the Offer Data Form, and (iv) to allow the Proposer to capture and explain perceived broader impacts and causal sequence of economic benefits that are otherwise not captured in the Offer Data Form.

The Scoring Committee will consider any supporting documentation that the Proposer provides in the Economic Benefits Plan that describes the basis for the values presented (for example, a third-party study from a reputable consulting company) in determining the firmness and credibility of the economic benefits claims. If such documentation is provided, it must be attached to the Economic Benefits Plan. The Economic Benefits Plan must address the New York Supplier Opportunity, and Verification Plan for each claim and further explained in Appendix B.1.

6.2.11 New York Jobs and Workforce Plan (See Appendix G)

Elements of the New York Jobs and Workforce Plan are described in detail in Appendix G. The New York Jobs and Workforce Plan must address any variance among Proposals. The Submission must include both Confidential and Public versions of the New York Jobs and Workforce Plan. The public version of the New York Jobs and Workforce Plan will be made publicly available upon Proposal submission and should therefore utilize language accessible to the public that demonstrates an understanding of New York's diverse stakeholders, unique coastal and marine resources, and local communities.

The New York Jobs and Workforce Plan should describe the Project's impact and benefit to New York's offshore wind workforce with specific focus on recruiting and collaborating with skilled trades / labor unions, members of Disadvantaged Communities, MWBEs and SDVOBs. It is strongly encouraged that Proposers review the latest [New York Clean Energy Industry Report](#).

6.2.12 Exceptions to Agreement

If Proposer is proposing any exceptions to the Agreement, included as Appendix H, Proposer must provide a redlined markup of the Agreement and provide an explanation and justification for each requested change. Proposers are encouraged to submit a description of any potential proposed exceptions in written questions as further described in Section 1.6.

Note that ORECRFP23-1 is a competitive procurement. Competitive procurement rules and the Offshore Wind Orders limit NYSERDA's ability to alter the terms of the Agreement. Should the Project receive an award, NYSERDA will contact the Proposer to schedule a discussion regarding the terms identified in the redlined markup of the Agreement.

7 POST-AWARD PROCESS

7.1 Provision of Contract for Execution

Upon successful completion of negotiations regarding the terms and conditions, NYSERDA will prepare a conformed copy of the Agreement (Appendix H) which will be delivered to the awarded Proposer, in a manner to be agreed upon, for Proposer's execution and return. NYSERDA may rescind an award should negotiations with the Proposer fail or should such negotiations continue unsuccessfully beyond a reasonable time, in NYSERDA's discretion, beyond the initial Award Notification Date.

7.2 Provision of Contract Security

Upon successful completion of negotiations, Awardees will be required to provide Contract Security as described in Article XV of the Agreement.

8 GENERAL CONDITIONS

8.1 Proprietary Information

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. The Public Officers Law includes exceptions to disclosure, including Section 87(2)(d) which provides for exceptions to disclosure for records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." Additional 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. See Public Officers Law, Section 89(5) and the procedures set forth in 21 NYCRR Part 501 (<https://www.nyserda.ny.gov/about/new-york-state-regulations>).

However, NYSERDA cannot guarantee the confidentiality of any information submitted. NYSERDA reserves the right to make public, after the fifth anniversary of the award date, the Agreement executed with any awarded Proposal.

8.2 State Finance Law Sections 139-j & 139-k

NYSERDA is required to comply with State Finance Law Sections 139-j and 139-k. These provisions contain procurement lobbying requirements which can be found at <https://ogs.ny.gov/acpl>

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.

8.3 Tax Law Section 5-a

NYSERDA is required to comply with the provisions of Tax Law Section 5-a, which requires a prospective contractor, prior to entering an agreement with NYSERDA having a value in excess of \$100,000, to certify to the Department of Taxation and Finance (the Department) 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. The Department has created a form to allow a prospective contractor to readily make such certification. See, ST-220-TD (available at http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf). Prior to contracting with NYSERDA, the prospective contractor must also certify to NYSERDA whether it has filed such certification with the Department. The Department has created a second form that must be completed by a prospective contractor prior to contracting and filed with NYSERDA. See, ST-220-CA (available at

http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf). The Department has developed guidance for contractors which is available at <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>.

8.4 Omnibus Procurement Act of 1992

It is the policy of New York State 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 on the availability of New York subcontractors and suppliers is available from:

Empire State Development
Division for Small Business
30 South Pearl Street
Albany, NY 12245

A directory of certified minority- and women-owned business enterprises is available from:

Empire State Development
Minority and Women's Business Development Division
30 South Pearl Street
Albany, NY 12245

8.5 Disclosure Requirement

Proposer shall disclose any indictment for any felony, or any conviction for a felony within the past five years, under the laws of the United States or any state or territory of the United States and shall describe circumstances for each. When a Proposer is an association, partnership, corporation, or other organization, this disclosure requirement includes the organization and its officers, partners, and directors or members of any similarly governing body. If an indictment, investigation, enforcement proceeding, or conviction should come to the attention of NYSERDA after the award of a contract, NYSERDA may exercise its stop-work right pending further investigation, or terminate the agreement; the contractor may be subject to penalties for violation of any law which may apply in the particular circumstances. Proposers must also disclose if they have ever been debarred or suspended by any agency of the U.S. Government or the New York State Department of Labor.

8.6 Press Releases and Media Contact

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. If Proposer wishes to contact the press regarding the award, Proposer must collaborate with NYSERDA's Primary Contacts and Director of Communications to prepare any press release and/or to plan for any announcement. NYSERDA reserves the right to make public, after the fifth anniversary of the Award Notification Date, the Agreement executed with any Selected Project.

8.7 Independent Entities/Limitation of Liability

Neither this RFP nor any other aspect of this solicitation shall create an agency, partnership, joint venture, or co-tenancy relationship among the members of the Evaluation Team or any other individuals or entities involved in the development or administration of this RFP (collectively, the “RFP Parties”), nor any other relationship or liability beyond those (if any) explicitly adopted in writing and executed by authorized representatives of the applicable RFP Parties. None of the RFP Parties shall be liable for any act or omission of any other RFP Party. Neither this RFP nor any other aspect of this solicitation creates or is intended to create third-party beneficiaries hereunder. In no event will an RFP Party be liable to any person for special, incidental, punitive, exemplary, indirect or consequential damages or lost profits, whether by statute, in tort or contract or otherwise.

8.8 Vendor Assurance of No Conflict of Interest or Detrimental Effect

The proposer shall disclose any existing or contemplated relationship with any other person or entity, including any known relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the proposer or former officers and employees of NYSERDA, in connection with proposer’s rendering services as proposed. If a conflict does or might exist, please describe how your company would eliminate or prevent it. Indicate what procedures will be followed to detect, notify NYSERDA of, and resolve any such conflicts.

The proposer must disclose whether it, or any of its members, or, to the best of its knowledge, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, the “Commission on Public Integrity”), and if so, a brief description must be included indicating how any matter before the Commission on Public Integrity was resolved or whether it remains unresolved.

8.9 Public Officers Law

For any resulting awards, the Contractor and its subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the “Ethics Requirements”). Proposers are reminded of the following Public Officers Law provision: contractors, consultants, vendors, and subcontractors may hire former NYSERDA employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of NYSERDA may neither appear nor practice before NYSERDA, nor receive compensation for services rendered on a matter before NYSERDA, for a period of two years following their separation from NYSERDA service. In addition, former NYSERDA employees are subject to a “lifetime bar” from appearing before any state agency or authority or receiving compensation for services regarding any transaction in which they personally participated, or which was under their active consideration during their tenure with NYSERDA.

Any awardee will be required to certify that all of its employees, as well as employees of any subcontractor, whose subcontract is valued at \$100,000 or more who are former employees of the State and who are assigned to perform services under the resulting contract, shall be assigned in accordance with all Ethics Requirements. During the term of any agreement, no person who is employed by the contractor or its subcontractors and who is disqualified from providing services under the contract pursuant to any Ethics Requirements may share in any net revenues of the contractor or its subcontractors derived from the contract. NYSERDA may request that contractors provide it with whatever information the State deems appropriate about each such person's engagement, work cooperatively with the State to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. NYSERDA shall have the right to withdraw or withhold approval of any subcontractor if utilizing such subcontractor for any work performed would be in conflict with any of the Ethics Requirements. NYSERDA shall have the right to terminate any contract at any time if any work performed is in conflict with any of the Ethics Requirements.

8.10 Due Diligence

NYSERDA, at its discretion, may conduct broad due diligence to validate any or all elements of an application and to assess applicants' prospects of success, including gathering information to assess a proposal relative to any of the topics listed in evaluation criteria, whether or not such topic is explicitly addressed in a proposal. NYSERDA may conduct due diligence on some or all proposals based on NYSERDA's current guidelines at the time of a review. NYSERDA Staff may follow up with proposers to request additional information or clarification regarding applicant's proposal, including questions regarding applicant's business prospects and resources, whether or not those questions are specifically related to the elements of the proposal. Additionally, customized due diligence may be conducted by internal or external staff or contractors based on questions on any Proposal raised by NYSERDA Staff and/or the Scoring Committee. Due diligence may include (but is not limited to): interviews of independent references and background checks of team members; assessment of prior business experience of any team member associated with a proposal; research on intellectual property claims; customer and partner reference checks; market research on the applicants' target market and any other related or possibly competitive technology or market area; research to validate any assumptions on current or future revenues, costs, capital needs, and financing prospects for proposers' business, including similar (or unrelated) technologies, processes, or competitive solutions; or any other research that could reasonably inform the evaluation of a proposal, or the prospects for commercial success of the proposers' business (whether directly related to, or unrelated to the specific elements in a proposal). Due diligence may include discussions with proposers' former and current business partners, employees, investors, customers, and competitors. Due diligence may be conducted by NYSERDA personnel or contractors including members of the Scoring Committee, before, during, or after a scoring process, and prior to finalization of a contract award, any information gleaned in diligence may be used to score or re-score a proposal or apply a program policy factor.

8.11 Executive Order No. 16

Pursuant to Executive Order No. 16 issued on March 17, 2022, all vendors responding to bids or contracting with New York State must certify, using the form noted in Section 2.1.9, their status with regard to conducting business operations in Russia, and that any such business operations in Russia conducted on behalf of the vendor are determined to be permitted under any of the allowable exemptions. The term vendor is intended to encompass bidders prior to contract award, contractors who have received a contract award, contract assignees, or contractors for whom an extension to an existing contract is being pursued. Exemption decisions are in NYSERDA's sole discretion and are final decisions. NYSERDA reserves the right to solicit additional materials or information regarding the responses or materials provided by a vendor.

Pursuant to Executive Order No. 16, all vendors will be vetted to ensure that they are not on the federal sanctions list at <https://sanctionssearch.ofac.treas.gov/>. There is no waiver or exemption process for vendors appearing on the federal sanctions list.

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case sanctions are lifted during a solicitation, or after award in the case of some solicitations.

8.12 Executive Order No. 192

As per Executive Order 192, NYSERDA is required to do business only with responsible entities. As a result, a Vendor Responsibility Review will be conducted for all ORECRFP23-1 Proposers. Proposers are required to complete the [Vendor Responsibility Checklist](#) and submit it with the Proposal. The Vendor Responsibility Checklist requires that the entity answer a series of questions regarding the entity, and the directors, employees and agents of the entity and any affiliate of the entity with respect to: (1) current investigation(s) by any governmental agency; (2) convictions or established liability for any act prohibited by State or Federal law in any jurisdiction involving conspiracy, collusion or other impropriety with respect to offering on any contract; or (3) any debarment action (detail any exceptions), within the last 4 years.

The Vendor Responsibility Checklist will also include the Proposer's attestation regarding the accuracy and truthfulness of the information and documentation provided. NYSERDA will review the responses to the Vendor Responsibility Checklist and reserves the right to make a determination of vendor responsibility if a non-responsibility concern is noted.