

## 83D Questions and Answers

- (4) Under a bid that bundles new Class I resources and “Firm Service Hydroelectric Generation”, would the EDCs allow Seller to provide energy from its defined portfolio of hydro Facilities above its firm commitment on an as-available basis to increase the expected reliability of the total offered resources?

**Answer:** No, the Distribution Companies are committed to purchasing only “Firm Service Hydroelectric Generation” as described in the RFP.

- (5) As defined in the RFP, “Incremental Hydroelectric Generation” means “Firm Service Hydroelectric Generation” that represents a net increase in MWh per year of hydroelectric generation from the bidder and/or affiliate as compared to the 3 year historical average. While Section 4.1 of Appendix B of the RFP refers to the 3 year period as 2014, 2015, and 2016, the proposed PPA mentions that the reference period is 3 years preceding the “Effective Date” as defined in the PPA. Could the EDCs clarify the specific 3 year time period referenced?

**Answer:** The 3 year period to be used in the evaluation of bids will be 2014, 2015, and 2016, and the model PPA will be amended accordingly. In addition to the 3 year historical average, the evaluation may also consider expected hydroelectric generation from the bidder and/or affiliate within or into the New England Control Area.

- (10) Would the EDCs consider an existing Class I facility that is repowered with a commercial operation date following a contract award a “New Class I Renewable Portfolio Eligible Resource”?

**Answer:** In order for a Class I facility proposal to be eligible for this procurement, it must meet the definition of “New Class I Renewable Portfolio Standard Eligible Resource”.

- (12) Are negative contingent bids allowed (i.e., if Bid A is selected, Bid B cannot be selected)?

**Answer:** Yes, negative contingent bids will be considered by the Evaluation Team provided all other eligibility requirements as stated in the RFP are met. Example: Bid A contains the Transmission Project “ABC” and Generation Project 1. Bid B contains the same Transmission Project “ABC” and Generation Project 2. Transmission Project “ABC” is sized such that only Generation Project 1 or Generation Project 2 can be accepted – but not both Bid A and Bid B -- because of the transmission project size constraint. This would be an acceptable negative contingent bid.

- (14) Section 2.2.1.2 – Please confirm that proposals seeking to add capacity to an existing project, even if said project has not yet reached COD, are eligible under this criteria.

**Answer:** Yes, proposals seeking to add capacity to an eligible project that has not yet reached COD, as described in Section 2.2.1.2, are eligible to participate, provided they meet all other requirements of the RFP. Note that the proposal must demonstrate that the capacity is incremental to an otherwise existing project and specify how a long-term contract resulting from this RFP process would either permit it to finance its proposal that would otherwise not be financeable or assist it in obtaining financing of its proposal.

- (17) Section 2.2.2.1. iv – States that the bidder should “Provide evidence that the generation unit site and/or transmission project route is properly zoned or permitted.” Yet, elsewhere in multiple locations, the RFP requires bidders to describe plans to “obtain permits”. Are bidders required to hold permits for generation unit sites, please clarify?

**Answer:** Section 2.2.2.1 (iv) requires the bidder to either provide evidence that any site is properly zoned or permitted, or to “identify present and required zoning and/or land use designations and permits and provide a permitting plan and timeline to secure the necessary approvals”.

- (21) Section 3.2 – Please confirm that the Notice of Intent to Bid is a suggestion and not a requirement that would affect the eligibility of prospective bidders?

**Answer:** Per Section 3.2 of the RFP, prospective bidders are encouraged to submit a Notice of Intent to Bid, but are not required to do so.

- (26) NYISO Project Eligibility - Looking for guidance as to whether a proposal that includes a renewable project outside of the New England control area in NYISO would qualify. Specifically this project would use NYISO Transmission Congestion Contracts (TCCs) to deliver power between a NYISO injection point at the generator bus and an import delivery point in ISO-NE. Assume the import delivery point is capable of receiving such injections without the need for any new transmission or upgrades. If not, is there any way for an import from NYISO that does not require dedicated new transmission to bid into this proposal? The project would plan to qualify for capacity as a new import resource backed by a renewable resource, using an existing import delivery point in ISO-NE. The project sponsor would plan to file an interconnection request with ISO-NE for import capacity and will submit project studies demonstrating it can meet the capacity capability interconnection standards. No additional transmission or upgrades are expected. Is this acceptable for this RFP?

**Answer:** A New Class I Renewable Portfolio Standard Eligible Resource may submit a bid without constructing new transmission, so long as it meets the RFP requirements. Those requirements include (1) delivering the proposal’s Clean Energy Generation profile to the Delivery Point without material constraint or curtailment, (2) settling the Energy in the

Distribution Companies' ISO-NE settlement accounts and (3) creating unit-specific Certificates in the NEPOOL Generation Information System (see NEPOOL GIS Operating Rule 2.7(c)). Related to the first point above, the resource would have to deliver a minimum percentage of the Energy and RECs that it generates under the PPAs, subject to liquidated damages for failing to do so, notwithstanding the fact that the resource is located in New York. The Distribution Companies would not purchase more than the actual output of the resource in any hour delivered to the Delivery Point.

- (32) Location of the project. We are looking at a few locations and would like to propose the best for the RFP. Can we leave the location open for the Notice of Intent to Bid. We are getting impact studies done and want to ensure the optimum interconnection requirements.

**Answer:** For purposes of the Notice of Intent to Bid, bidders can leave the location open. Please see Section 2.2.2.1 for Site Control requirements that will apply to submitted bids.

- (38) Is the contract max amount supposed to apply to any hour i.e. nameplate capacity of the facility?

**Answer:** The Contract Maximum Amount is the maximum amount of Energy and/or RECs that the Buyer would be required to purchase in any hour during the Services Term of the PPA. Please note that each PPA would have a separate Contract Maximum Amount, and the total of the Contract Maximum Amounts under the PPAs with all of the Distribution Companies should not exceed the total amount of the Products that a Seller can deliver in any hour.

- (41) Proposal Validity. The RFP states that proposals are to remain valid for 270 days. However, Appendix D (Certification and Authorization) states that bidder's proposal is valid for 180 days from the submission date. Is the correct time period 180 days or 270 days?

**Answer:** The correct time period is 270 days. Appendix D will be corrected to reflect 270 days.

- (43) Bid Submittal. Can we submit both confidential and public versions of the bid on USB keys rather than CD ROMS?

**Answer:** CD ROMS are required for bid submittal, USB keys are not acceptable.

- (44) Section 12.1 and 12.2 of Appendix B-Application Form seems to be intended only for those projects that include thermal-based clean energy (such as biomass and landfill gas) since they refer to stack tests. Do sections 12.1 and 12.2 only need to be completed for proposals that include thermal generation?

**Answer:** Please refer to the directions on page B-2 of Appendix B, which state that if any section is not applicable, it should be so stated with a full explanation.

- (45) Section 2.7 of the RFP mentions that the “bidders will enter into separate long-term contracts with each Distribution Company with which they contract.” It also mentions that the “total energy and/or RECs included in a successful bid will be allocated among the Distribution Companies based upon their total distribution loads in Massachusetts.”
  - a. Considering that the Bidder will have to contract with each Distribution Companies, will the Bidder, if selected, need to provide a security to each Distribution Company?

**Answer:** Yes

- b. Will the security to be posted be allocated among the Distribution Companies based upon their total distribution loads in Massachusetts?

**Answer:** The security is based on the Contract Maximum Amount under each PPA, which will be allocated to the Distribution Companies according to their load shares as provided in Section 1.1 of the RFP.

- c. If so, can you give the load allocation for all affiliates, such as Massachusetts Electric Company and Nantucket Electric Company, as part of National Grid, knowing that the load for those National Grid’ affiliates is 45.72% of the total load?

**Answer:** Massachusetts Electric Company and Nantucket Electric Company together are a single Buyer under the PPAs.

- (50) According to the footnote (8) on page 1 of the proposal it seems that projects in other states within the ISO New England footprint will be considered. Rhode Island and Connecticut are specifically mentioned. Does this extend to other states like Maine, New Hampshire, and Vermont within the ISO’s footprint? If so - is there a percentage limit to the amount of out-of-state projects that will be considered?

**Answer:** Footnote 8 refers to the potential participation of other states in the selection of projects and the execution of contracts. Rhode Island and Connecticut were mentioned as an example. There is no limit to the amount of out-of-state projects to be considered, provided that all RFP requirements are met.

- (52) Is the priority on interconnecting at points where the interconnection costs will be the lowest, or at points where bringing increased grid stability and/or 3 phase development would be most desirable?

**Answer:** The Evaluation Team may consider a broad range of expected benefits in its evaluation of any proposal. The bidder should clearly demonstrate what the expected benefits are and provide as much support as possible. A desirable project would be likely to realize the most expected benefits to customers at the lowest cost, consistent with the stated objectives of Section 83D.

- (53) Will projects be more desirable if they are situated on lines serving emergency resources such as hospitals or military bases?

**Answer:** Please see the response to Question 52.

- (54) Will projects be deemed more desirable if they are situated on properties like brownfields?

**Answer:** Please see the response to Question 52.

- (60) Are the dates in the Class I version of PPA, s.3.1 (a) (iv) (2013, 2015, etc.) typos?

**Answer:** Yes. As provided in the RFP, the Commercial Operation Date for Class I RPS eligible resources must be no earlier than the date of execution of the PPA (see def. of “New Class I Renewable Portfolio Standard Eligible Resources”). While there is no deadline for the Commercial Operation Date in the RFP, Section 1.1 of the RFP notes that Distribution Companies encourage proposals which include Clean Energy Generation able to begin deliveries prior to the end of 2020 to maximize the Commonwealth’s ability to meet its Global Warming Solution Act goals. The model Class I PPA will be revised accordingly.

- (61) Section 9.2(g) of the Draft PPAs, Recurring Delivery Failure, indicates that “A Delivery Failure of ten (10) continuous days or more”, will potentially trigger termination of the PPA. Please advise whether this is a typo, or under what conditions the PPA would be terminated for such short-term delivery failure, given the impact this clause will have on the ability to finance a project.

**Answer:** The language in Section 9.2(g) of the PPAs is not a typo, but that language must be read in conjunction with the definition of “Delivery Failure” in Section 4.3. That definition states that a Delivery Failure only occurs if the Seller fails to satisfy its obligations to Deliver the Products in accordance with the applicable provisions of the PPA.

- (67) Referring to the Class I Energy Firmed with Firm Service Hydro PPA, please confirm whether the Delay Damages specified in s. 3.2 (a) is indeed “equal to \$100.00 per MWh of Contract Maximum Amount”, or whether this should be described as \$100.00 per MWh per hour as in the Class I PPA.

**Answer:** In Section 3.2(a) of that PPA, the daily Delay Damages are equal to \$100 per MWh per hour of Contract Maximum Amount. See the comparable provision of the Class I RPS eligible PPA for the correct language.

- (74) In cell M114 tab 'Part III' of the cppd-form.xls spreadsheet, the cell does not allow for a bid greater than 1,000 MWs.

**Answer:** Please see a corrected CPPD form posted to [Massachusetts Clean Energy](#).

- (87) Section 2.2.2.11: Please state how long the Distribution Companies plan to hold the Security posted for Transmission Projects and the circumstances, if any, when such security will be returned to the transmission developer after the Transmission Project reaches commercial operation.

**Answer:** Assuming that there are no claims against the Seller, the Distribution Companies would expect to return the security for any Transmission Project upon the expiration of the contract term.

- (95) Appendix B, Section 5.20: The Bidder Response Form (Appendix B) provided on the macleanenergy.com website omits the second Section 5.20 included on page B-11 of Appendix B requesting a description of how the project will conform to FERC's applicable regulatory requirements. Did the Evaluation Team intend to delete this section from the RFP? If not, will the Evaluation Team post a revised Bidder Response Form including this section?

**Answer:** Please see a corrected Bidder Response form posted to [Massachusetts Clean Energy](#).

- (96) Appendix B, Section 6.12: The Bidder Response Form (Appendix B) provided on the macleanenergy.com website omits the Section 6.12 included on page B-14 of Appendix B requesting a description of current or new interconnection facilities and renumbers Sections 6.13 through 6.15. Did the Evaluation Team intend to delete this section from the RFP? If not, will the Evaluation Team post a revised Bidder Response Form including this section?

**Answer:** Please see a corrected Bidder Response form posted to [Massachusetts Clean Energy](#).

- (115) What is the current portfolio make-up of long-term hydro contracts for the EDCs (provided in total MWs)? Long term contracts, meaning 15+ year contracts from the year 2017.

**Answer:** We do not believe this information is relevant to the RFP.

- (116) In reference to section 2.2.2.8, what do the EDCs consider as a “commercially reasonable timeframe” (weeks, months, years)?

**Answer:** As explained in Section 2.2.2.8 of the RFP, a proposal that does not have a reasonable schedule that provides sufficient time for the application for, and receipt of, necessary permits and approvals may be determined not to have satisfied this threshold requirement. In addition, a proposal that is determined to have a “fatal flaw” such that it will be unable to obtain permits or property rights necessary to finance and construct the proposed project may be determined not to have satisfied this threshold requirement.