

## Amended and Restated Section 83CIV – Bidder Questions and Answer – December 15, 2023

### Form PPA

#### **Question 5:**

What opportunities, if any, will there be to address newly introduced clauses to the proposed Form PPA (outside of redlines included in the bid submission, in response to Section 14 of Appendix A)?

#### **Response 5:**

Comments may be offered through this question and answer process and, as noted in Section 14 of Appendix A of the RFP, with redlined<sup>6</sup> proposed changes to the Form PPAs.

#### **Question 7:**

There is not currently anywhere in the Form PPA to describe index pricing – how will that be addressed?

#### **Response 7:**

An alternative Price exhibit for index pricing is being prepared and will be posted to the Massachusetts Clean Energy website shortly.

#### **Question 16:**

Form PPA and Indexed Pricing: There is no clear way to describe indexed pricing in the Form PPAs or Certification, Project, and Pricing Data Form (“CPPD Form”). *Will the Evaluation Team update the Form PPAs and CPPD Form to accommodate indexed pricing?*

#### **Response 16:**

A form of alternative Price exhibit for index pricing is being prepared and will be posted to the Massachusetts Clean Energy website shortly.

#### **Question 17:**

New Language in Form PPA on Pre-COD Termination Payments: The Form PPAs posted on September 15 included new language (compared to the Form PPAs included in the 83C Round 3 solicitation) “the greater of (A) the sum of (x) three hundred sixty five (365) days of Delay Damages (regardless of whether such Event of Default occurs before, on or after the Guaranteed Commercial Operation Date) plus (y) the full amount of the Development Period Security required to be provided to Buyer by Seller or (B) the Termination Payment due to Buyer as calculated according to the methodology in Section 9.3(b)(iii)(B), as if the Commercial Operation Date had occurred prior to the date of the termination by Buyer”. This change effectively makes the pre-COD termination payment uncapped, seriously increasing the risk to bidders and, in turn, risking a less competitive response to the solicitation (be it lower turnout, higher prices, and/or significant modifications made to the Form PPAs in final bidder submissions). *Will the Evaluation Team consider reducing this risk by reverting to the standard language used in prior solicitations’ Form PPAs (which imposes “replacement cost damages” only post-COD, not pre-COD), or by changing the language from “the greater of” to “the lesser of”, and reissue the Form PPAs before the bid submission deadline?*

**Response 17:**

It is the hope and expectation of the EDCs that the Seller who has signed the long term PPA will satisfy its contractual obligations and thereby avoid any termination payment liability under this section. The purpose of the termination payment provisions is to recognize the harm incurred by the EDCs resulting from a Seller default prior to the Project's commercial operation date, and not to provide the Seller with a fixed price opportunity for termination of the PPA pre-commercial operation. Bidders are allowed to offer proposed revisions to the Form PPA, including the pre-COD termination payment obligations. Consistent with Section 2.2.1.12 of the RFP, Bidders are discouraged from proposing any material changes or conditions to the Form PPAs and the EDCs have no obligation to accept any specific proposed changes or conditions. Bidders should also be aware that the degree to which bidders shift risks to the EDCs and their customers will be considered in the evaluation in the Stage 2 qualitative scoring and in Stage 3. Consistent with 2.4 of the RFP, in general, the Evaluation Team prefers viable, cost-effective projects with limited risk.

**Question 6:**

Section 9.3(b)(iii) makes reference to "the forward market price of Energy and RECs, as determined by the average of the quotes of at least two nationally recognized energy consulting firms or brokers chosen by Buyer, for Replacement Energy and Replacement RECs". What hub will these quotes be based on?

**Response 6:**

This will be determined in the judgment of the referenced consulting firms or brokers.

**Question 18:**

Potential Implementation of Newly Introduced Form PPA Clause: Section 9.3(b)(iii) of the Form PPA makes reference to "the forward market price of Energy and RECs, as determined by the average of the quotes of at least two nationally recognized energy consulting firms or brokers chosen by Buyer, for Replacement Energy and Replacement RECs". As addressed in Question #5, [Prospective Bidder] recommends striking this clause, or at least changing the language from "the greater of..." to "the lesser of...", in order to provide greater certainty to bidders on security requirements with a single security value not tied to future forecasts. However, assuming this clause remains as-is, *what hub will these quotes be based on?*

**Response 18:**

Please refer to the above response to question 6.

**Question 37:**

Section 9.3(b)(i) states, "If Buyer terminates this Agreement because of an Event of Default by Seller occurring prior to the Commercial Operation Date, the Termination Payment due to Buyer shall be equal to the greater of (A) the sum of (x) three hundred sixty five (365) days of Delay Damages (regardless of whether such Event of Default occurs before, on or after the Guaranteed Commercial Operation Date) plus (y) the full amount of the Development Period Security required to be provided to Buyer by Seller or **(B) the Termination Payment due to Buyer as calculated according to the methodology in Section**

**9.3(b)(iii)(B)**, as if the Commercial Operation Date had occurred prior to the date of the termination by Buyer. (emphasis added) Section 9.3(b)(iii) states “If Buyer terminates this Agreement because of an Event of Default by Seller occurring on or after the Commercial Operation Date, the Termination Payment due to Buyer shall be equal to the greater of: (A) the security required to be provided in accordance with Article 6, or (B) the amount, if positive, calculated according to the following formula: (x) the present value, discounted at a rate equal to the prime rate specified in the “Money & Investing” section of The Wall Street Journal determined as of the date of the notice of Default, plus 300 basis points, for each month remaining in the Services Term, of (1) the amount, if any, by which the forward market price of Energy and RECs, as determined by the average of the quotes of at least two nationally recognized energy consulting firms or brokers chosen by Buyer, for Replacement Energy and Replacement RECs, exceeds the applicable Price that would have been paid pursuant to Exhibit D of this Agreement, multiplied by (2) Buyer’s Percentage Entitlement of the projected Energy output of the Facility as determined by a recognized third party expert selected by Buyer, using a probability of exceedance basis of 50%; plus (y) any costs and losses incurred by Buyer as a result of the Event of Default and termination of the Agreement.

- Does the term “Replacement Energy and Replacement RECs” refer to any Class I RECs, or is it specific to RECs from an offshore wind resource?
- Are the EDCs willing to revisit this provision? It is difficult for bidders to quantify this risk before or at the time of bidding, and will serve only to deter participation in the upcoming solicitation by imposing an unnecessary and poorly defined financial risk on bidders.

**Response 37:**

Replacement RECs would be comparable to the Class I RECs to be provided under the PPA.

Please see the response to question 17, above.

**Question 64:**

Will the form PPA be updated to reflect the Indexing Adjustment Mechanism? Reference: Appendix B

**Response 64:**

A form of alternative Price exhibit for index pricing is being prepared and will be posted shortly.

**Question 90:**

The national grid PPA describes the price of energy as the weighted average of the [Real Time] [Day Ahead] LMP in that month. What are the weights applied to the calculation? Is it equally weighted across each unit of electricity sold in the node? Is it equally weighted across each slot of Real Time and Day Ahead markets? Or is it something else?

**Response 90:**

The price of energy is weighted to reflect the amount of energy delivered in each pricing interval. The price will be based on the Real Time LMP or Day Ahead LMP, depending upon which market the energy is being settled in under Section 4.2 of the PPA. The referenced language is used for internal accounting at National Grid and will not impact the Price or Adjusted Price paid under the National Grid PPA.

## Security

### **Question 19:**

Discriminatory Security: The RFP and Form PPAs describe higher security obligations on bidders or affiliates who have “previously defaulted on or terminated a power purchase agreement prior to commercial operation”. *Do these security obligations apply to developers who have terminated a PPA with the Distribution Companies in Massachusetts only, or could it have been any entity, anywhere in the US or abroad? Must it have been an offshore wind PPA, or is it technology-agnostic?* In light of the ambiguity of the conditions (and, alternatively, if the specification of which incidents of PPA terminations result in additional securities were to become too narrow, the unduly discriminatory nature of the conditions), [Prospective Bidder] respectfully requests the removal of these additional security provisions in order to have consistent security requirements across all bidders in 83C Round 4. Placing additional security requirements on bidders with prior PPA terminations unnecessarily places further financial commitments on these bidders and will require bidders with these higher security requirements to assess risk more conservatively, resulting in higher PPA prices from bidders that may otherwise be able to offer more cost-effective pricing to Massachusetts. As such, it would be prudent for DOER to create a level playing field across all bidders by applying a uniform security requirement.

### **Response 19:**

The referenced provisions in the RFP and the Form PPAs address the additional default risk posed by developers who have failed to achieve commercial operation of a contracted project in the past. For purposes of the evaluation, the Evaluation Team will consider previous defaults under and terminations of any offshore wind offtake contracts or other binding commitments to develop an offshore wind project in making a determination on whether this additional security is required. The security requirements are a threshold requirement under the DPU-approved RFP and, as such, may not be varied in any mark-up of the Form PPAs.

### **Question 36:**

Section 2.2.2.14 states, “Additional security will be required if the bidder or its affiliate has previously defaulted on or terminated a power purchase agreement prior to commercial operation.” Section 12.9 of Appendix A states, “If the bidder or any of its past or present affiliates has either (1) been involved with a complex development project that failed, was withdrawn, or otherwise did not proceed, or (2) defaulted under, or agreed to terminate a contract for a complex development project, then the bidder should provide relevant details.”

- Please confirm that the additional security and disclosure requirements noted above apply only if a power purchase agreement has been terminated as the result of a default of the bidder or its affiliates or failure to perform by the bidder or its affiliates. In other words, please confirm that additional security and disclosure requirements do not apply to circumstances that involve the termination of a power purchase agreement by seller or its affiliates due to a counterparty’s default or failure to perform.

### **Response 36:**

The additional security requirement in Section 2.2.2.14 of the RFP only applies if the bidder or its affiliate has previously defaulted on or terminated an offshore wind offtake contract or other binding

commitment to develop an offshore wind project prior to commercial operation of the project that was the subject of that agreement. The disclosure requirement in Section 12.9 of Appendix A applies if the bidder or any of its past or present affiliates has either (1) been involved with a complex development project that failed, was withdrawn, or otherwise did not proceed, or (2) defaulted under, or agreed to terminate a contract for a complex development project, regardless of the jurisdiction.

**Question 71:**

The Form PPA (Eversource and Unitil Section 6.1(a) footnote 5; National Grid Section 6.2(a) footnote 5) includes a new requirement for additional security equal to \$75,000/MW to secure the completion of all phases. Please provide clarification on how this is implemented. Specifically, upon completion of the first phase, is the 75,000/MW applied to the Contract Maximum Amount of all contracts and phases, or is the 75,000/MW only applied to the Contract Maximum Amount of the contracts which have achieved COD? Please provide an example scenario for a 1200 MW project built in three phases.

**Response 71:**

The \$75,000/MW security requirement is calculated based on the capacity of the unfinished phases of a Facility and is due on the Commercial Operation Date of the first phase to achieve that milestone. That additional security for each phase will no longer be required once that phase achieves its Commercial Operation Date. In addition, the security required for each phase will be reduced from \$80,000/MW to \$40,000/MW once each phase achieves its Commercial Operation Date. Thus, for a 1,200 MW Facility being built in three 400 MW phases, and assuming the Seller is not required to post additional security due to a prior PPA default or termination, the total financial assurance obligations to all of the EDCs would be as follows:

Upon execution of the PPA: **\$96,000,000** (1,200 MW \* \$80,000)

At COD of 400 MW Phase I: \$16,000,000 (400 MW \* \$40,000) + \$64,000,000 (800 MW \* \$80,000) + \$60,000,000 (800 MW \* \$75,000) = **\$140,000,000**

At COD of 400 MW Phase II: \$32,000,000 (800 MW \* \$40,000) + \$32,000,000 (400 MW \* \$80,000) + \$30,000,000 (400 MW \* \$75,000) = **\$94,000,000**

At DOC of 400 MW Phase III: **\$48,000,000** (1,200 MW \* \$40,000)

**Question 73:**

The RFP Section 2.2.2.14 states “Additional security will be required if the bidder or its affiliate has previously defaulted on or terminated a power purchase agreement prior to commercial operation.” Does this apply to only Power Purchase Agreements in MA for offshore wind? Does this requirement apply to Power Purchase Agreements for all technologies in MA? Does this requirement apply to developers defaulting on PPAs in other states including RI and CT? Does this apply to a default on other offshore wind procurement mechanisms from other states, including OREC contracts in NY, NJ, and MD? Does the Evaluation Committee consider an attempt to renegotiate a default?

**Response 73:**

See response to Question 36. The additional security requirement applies to offshore wind offtake contracts and other binding commitments to develop offshore wind projects previously defaulted on or terminated prior to commercial operation of the project that was the subject of that

agreement or commitment. An attempt to renegotiate an offtake contract or other binding commitment to develop an offshore wind project without a default under or termination of that offtake contract or other binding commitment to develop an offshore wind project would not trigger the additional security requirement.

## RFP Clarification

### **Question 12:**

Are there any plans to add the 1.2 GW capacity from the recently terminated project (SouthCoast Wind – formerly Mayflower) to the solicitation?

### **Response 12:**

Round 4 is soliciting no more than approximately 3,600 MW of Offshore Wind Energy Generation.

### **Question 30:**

In light of the new focus on particular interconnection points described during the Bidders Conference, new opportunities for multi-state collaboration, the additional time needed to engage with a broader range of potential suppliers and identify local content opportunities, and anticipated additional guidance from the federal government on the qualification of IRA benefits, additional time is needed for bidders to develop innovative and competitive proposals that better serve ratepayers. Given the broad scope of creative solutions, new interconnection opportunities, and path-breaking collaboration now proposed at the state level, providing additional time will allow developers to optimize their proposals.

- Will the Evaluation Team consider delaying the solicitation deadline to allow bidders time to evaluate the impacts of the yet-to-be-released multi-state bidding guidance document and adjust their strategies accordingly?

### **Response 30:**

The Evaluation Team does not plan to move the solicitation timeline based on the issuance of the Multi-State Bid Form. Round 4 bids are due by noon EST on January 31, 2024.

### **Question 31:**

Section 2.2.1(h) states, “Bidders must address how they would consider the Distribution Companies’ customers in the event of the availability or receipt of any tax credit or other government grant or subsidy not contemplated in their proposals. Bidders must state their assumptions regarding the availability of federal or state tax credits, subsidies, or grants or other incentives, including but not limited to those available under the Inflation Reduction Act of 2022, the Infrastructure Investment and Jobs Act of 2022, and/or the offshore wind incentives available from the MassCEC. If a bidder assumes that such credits, subsidies, grants or incentives will not be available for its Offshore Wind Energy Generation, it should state how it would propose to share the benefits of those credits, subsidies, grants or incentives with the Distribution Companies customers if they subsequently become available prior to the execution of a Long-Term Contract. For the avoidance of doubt, Bidders may propose a price decrease based on an increase in any state or federal tax credit or other government grant or subsidy, so long as that price decrease will be included in any Long-Term Contract.”

- Does the Evaluation Team have an expected level of incremental tax credits or benefits to be shared with ratepayers? If so, please provide the Evaluation Team’s expectations.

Clearly articulating expectations will help ensure that offers that are submitted are founded on common assumptions.

**Response 31:**

The Evaluation Team does not have an expected level of incremental tax credits or benefits to be shared with ratepayers. However, the extent the Bidder proposes to share any benefits with the Distribution Companies' customers if such credits or benefits are subsequently available will be considered in the Stage 3 evaluation.

**Question 34:**

Section 2.2.1.4(e) states, "Pricing for RECs as a percentage of the total proposed pricing of both Offshore Wind Energy Generation and RECs must be no less than 35%, subject to a maximum of \$40/REC, for each contract year of a project proposal."

- If the cost of energy and RECs is above the implied maximum of \$114.286/MWh, and RECs are capped at \$40/MWh, does the remainder of the cost get allocated to the energy price? What implications would skewing the cost of energy and RECs have on the scoring of a proposal and the terms of the PPA?

**Response 34:**

Yes, bidders can allocate the remainder of the costs to the energy price such that the overall PPA price is either the same each year or changing by a defined rate or amount over time. There are no implications on scoring by conforming to the pricing requirements of the RFP.

**Question 47:**

Can DOER clarify how bidders should document the various proposals they are submitting as there is no guidance for this in Appendix A? Submitting a separate Appendix A for each proposal is not advisable as it would result in significant duplication of bid documents that could amount to thousands of pages. A suggestion could be to include an additional section in the Appendix A for alternative bid proposals, as was done in the Rhode Island Round 2 RFP (It was section 13 in that bidder response package, linked here: <https://ricleanenergyrfp.com/2022-offshore-wind-rfp/2022-offshore-wind-rfp-documents/>)

**Response 47:**

Section 2 of Appendix A of the RFP requires bidders "to provide an executive summary of the project proposal that includes a complete description of the proposed generation bid, the proposed contract term and pricing schedule, interconnection plan, the overall project schedule and other factors the bidder deems to be important. A table summarizing proposal(s) including details such as generation project location, interconnection location(s), capacity (MW), commercial operation date, pricing (\$/MWh), etc. is encouraged." If a Bidder proposes multiple similar bids, they may produce one joint Appendix A response for multiple bids in order to avoid duplicative information, so long as the response makes clear to the Evaluation Team any differences between the bids proposed.

**Question 51:**

There is a prompt in Appendix A, Section 7.6 of the RFP that includes a heading of 13.1 and is stated as follows: "Please propose a strategy plan to track and report on the status of environmental justice impacts, and engagement and employment (training, recruitment, and hiring goals) opportunities, based on the template provided in the Form MOU with DOER and MassCEC and any other supplemental plans for tracking and reporting. Please provide a marked version of the Form MOU with DOER and Mass CEC for this solicitation (see Appendix L) showing any specific proposed changes to the Form MOU. Bidders are discouraged from proposing any material changes or conditions to the Form MOU and any such changes will be considered in the Stage Two Qualitative Evaluation." This same prompt is repeated in Appendix A, Section 13.9. Please confirm that this prompt only needs to be addressed in Section 13.9. Reference: Appendix A: Section 7 & Section 13

**Response 51:**

Question 13.1 in Appendix A, Section 7 is mislabeled but Bidders should respond to it in their Section 7 responses; the response should explain the Bidder's strategy for tracking and reporting on environmental justice impacts. Question 13.9 in Appendix A, Section 13 is a similar but distinct question which pertains to tracking and reporting of employment, economic benefits, and the DEI plan and bidders should also separately respond to it.

**Question 52:**

Can DOER confirm that the cross-reference to Section 6.7 in Section 6.11 should be referring to Section 6.8 instead? Reference: Appendix A: Section 6.11

**Response 52:**

This is correct, the cross-reference to Section 6.7 in Section 6.11 should be referring to Section 6.8

**Question 53:**

Can the DOER clarify that the reference to 'Commonwealth' should be replaced by 'COMPANY' in Appendix L, Section 8a? Reference: Appendix L: Section 8a (page L-4)

**Response 53:**

That is correct. The word 'Commonwealth' should be replaced with the word 'COMPANY' in Appendix L, Section 8a.

**Question 54:**

How does DOER define 'low-income communities'? Reference: RFP: Section 2.2.2.12, 2.2.4.1, 2.2.4.2 & 2.2.4.3. Appendix A: Section 13 & Appendix D

**Response 54:**

Given the different thresholds for qualifying low-income customers among Massachusetts utilities and public benefit programs, Bidders should indicate to the Evaluation Team which low-income customers they are benefitting with their proposal and how they have defined them.

**Question 55:**



How does DOER define 'low-income ratepayers'? Reference: RFP: Section 2.2.2.12 & 2.2.4.2. Appendix A: Section 13 & Appendix D

**Response 55:**

Refer to response to Question 54.

**Question 63:**

Please confirm that MA Class I RPS RECS would satisfy the definition of Replacement RECS per the definition of Replacement RECS in the form PPAs? Reference: Appendix B

**Response 63:**

Consistent with the definition of “Replacement RECs” in the Form PPA, Replacement RECs must reflect generation by (i) a New Renewable Generation Unit satisfying the requirements of 225 CMR 14.00 (the Class I RPS), (ii) a generating unit eligible to satisfy the Clean Energy Standard and the Clean Peak Standard (subject to Section 4.1(b) of the Form PPA after a change in Law), and (iii) a generating unit generating the same Environmental Attributes as are expected to be generated by the Facility at the time of determination, in each case as are available for purchase by Buyer as replacement for any RECs not Delivered as required under the PPA during the Services Term.

**Question 65:**

Can DOER confirm that it is not necessary to submit duplicate section 6 deliverables for proposals with and without storage? Reference: Appendix A: Section 6

**Response 65:**

Section 6 of Appendix A includes information related to siting and property rights of the proposed project (among other information), which may apply to a paired storage facility. Therefore, proposals with storage would need to include the Section 6 information for the paired storage facility as well as the offshore wind generation facility. However, a Bidder may combine its responses to Section 6 into the same bid package so long as all relevant information for the offshore wind facility and the storage facility are included.

**Question 86:**

To be eligible, must a proposal include a valid large generator interconnection request?

**Response 86:**

Yes.

## Evaluation

**Question 56:**

In the 15 points of evaluation for Project Viability and Bidder experience, how will offshore wind experience outside of the US be evaluated? Reference: Appendix A: Section 12

**Response 56:**

Bidders are encouraged to submit information regarding all relevant project development experience, including for projects outside the United States, which will be evaluated consistent with RFP Section 2.2.4.5.

**Question 58:**

There is no reference to regional economic benefits in the RFP, however in the economic development summary sheet there is a requirement to provide regional inputs for all employment, expenditures, and investment. Can DOER please clarify how these regional benefits will be utilized in the evaluation?

**Response 58:**

Consistent with Section 83C statute, proposals received in this solicitation must, where feasible, create and foster economic development and quality, high-demand jobs in the Commonwealth. The Evaluation Team will also evaluate regional benefits from the project in the qualitative evaluation.

**Question 61:**

How will the reasonableness of generation production be evaluated? Can DOER clarify what wake loss modelling assumptions should be utilized for the proposals, since differences in assumptions here can have a significant impact on production forecasts and therefore the required PPA price to support the project? Reference: RFP: Section 2.2.3.3

**Response 61:**

Bidders are responsible for developing their own assumptions regarding wake losses and other factors that may affect the generation production profile for their project. Bidders are also responsible for developing their own assumptions regarding the energy delivery profile of their projects, which must be provided in Part V of the CPPD. The Evaluation Team will consider the reasonableness of the delivery profile based on information provided in the CPPD and other technical information provided in the proposal, as required by Section 2.2.1.9 of the RFP.

**Question 62:**

Given that in some cases, Economically Distressed Areas (EDAs) and EJ designated places are different locations, how will the RFP evaluate economic benefits to EDAs, relative to environmental justice communities? Reference: RFP: Section 2.2.4.1

**Response 62:**

Consistent with Section 2.2.4.1, the Evaluation Team will consider positive economic impacts to both EDAs and EJ Populations (as defined by MA EEA policy<sup>1</sup>). Bidders should indicate in their proposal packages any economic benefits from the project for EDAs and/or EJ Populations.

**Question 70:**

<sup>1</sup> As defined in the EEA Environmental Justice Policy, see: <https://www.mass.gov/service-details/environmental-justice-policy>

How is FERC Order No. 2023 being considered by the Evaluation Committee? Specifically, will the Evaluation Committee provide updated scoring criteria for each stage that incorporates changes proposed by FERC Order No. 2023?

**Response 70:**

The Evaluation Team does not provide detailed scoring criteria for the evaluation. However, we may consider the interconnection process changes required by FERC Order No. 2023 when evaluating bids, including what is known about the ISO-NE compliance filing at the time of bid evaluation. Despite pending changes to the interconnection process, bidders must continue to meet all interconnection requirements outlined in the RFP because the ISO-NE compliance filing and subsequent deadlines for the transitional cluster study will not occur until after bids are due.

The RFP requires each bid project to have a valid interconnection request (IR) for Capacity Network Resource Service (CNRS) with ISO-NE to help determine the credibility and viability of its interconnection plan and COD date, and for the Evaluation Team to accurately model each project. This requirement will not change due to FERC Order No. 2023.

FERC Order No. 2023 will result in two key changes that may impact some bidders:

1. All interconnections will soon be studied in a transitional cluster starting on an Eligibility Date unless the project already has an Interconnection Agreement (IA) or a completed System Impact Study (SIS). ISO-NE has indicated that the Eligibility Date will likely be May 1, 2024. Any project that does not have an IA, a completed SIS, or chose to enter the transitional cluster by the Eligibility Date will not be able to submit a valid IR until the next cluster window in 2025. Given that the Eligibility Date to enter the transitional cluster will be months after bids are due, and potentially after bid evaluation is completed, bidders must continue to meet the current requirements outlined in the RFP.
2. ISO-NE is planning to separate CCIS analysis from the capacity market qualification process and integrate it into the cluster interconnection process. Participation in a cluster study will soon be required to reach CCIS-equivalent status as contemplated by the RFP, unless a project already has a Capacity Supply Obligation (CSO). However, given that the Eligibility Date for the transitional cluster is after the bid deadline, bidders must still meet the requirements of the RFP as written, namely the last paragraph of Section 2.2.1.9, using ISO-NE current interconnection rules. Bidders are encouraged to also provide a narrative explaining how they will continue to meet these requirements when the new interconnection process goes into effect.

It is encouraged that all bidders track and take into account all issues around FERC Order No. 2023 implementation currently being discussed at ISO-NE, and how such issues will impact their projects and ability to interconnect to the system. Any information pertaining to FERC Order No. 2023 described in this response is subordinate to future FERC orders.

The Evaluation Team will expect any project bidding into the RFP to have a valid interconnection path and to ultimately be able to reach CCIS-equivalent status. At this point, ISO-NE is proposing that participation in the FERC-prescribed transitional cluster study will be required for CCIS. The next cluster study following the transitional cluster will not be until mid-2025.

**More information on the progress of FERC Order No. 2023 implementation can be found on the ISO-NE Transmission Committee meetings website.**