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June 2, 2023

Via Hand Delivery and Electronic Mail (emma.rodvien@puc.ri.gov)

Emma Rodvien
Coordinator
Energy Facility Siting Board
RI Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

Re: SouthCoast Wind Energy LLC– Application to Construct Major Energy Facility
Docket No. SB-2022-02

Dear Ms. Rodvien:

Enclosed herewith please find the following:

1. Motion for Protective Treatment of Confidential Information to be excluded from the public record and maintained as confidential; and
2. SouthCoast Wind Energy LLC's Pre-Filed Direct Testimony of Francis Slingsby.

Please note that since *Addendum 2* referenced in the Pre-Filed Testimony contains Confidential Information to be excluded from the public record and maintained as confidential, we have provided one original and two copies (redacted) and one original and six copies (marked as confidential).

Please feel free to contact me if you have any questions.

Respectfully,



Christian F. Capizzo

CFC:nah
Enclosures
cc: Service List Updated March 1, 2023

Testimony of Slingsby

PRE-FILED DIRECT TESTIMONY OF

MR. FRANCIS SLINGSBY

SOUTHCOAST WIND ENERGY LLC

I. Introduction

Q. Mr. Slingsby, please state your name and business address.

A. My name is Francis Slingsby. My business address is 101 Federal Street, Suite 1900,
Boston, MA 02110.

Q. By whom are you employed and in what capacity?

A. I am the Chief Executive Officer of SouthCoast Wind Energy LLC (SouthCoast Wind or SouthCoast).¹ SouthCoast Wind is a joint venture of Shell New Energies US LLC and OW North America LLC (Ocean Winds).

Q. What are your responsibilities in that role?

A. In my role, I am responsible for managing and directing the business activities of SouthCoast Wind and its employees, including the development of SouthCoast Wind's offshore wind generation project in federal waters (referred to as the Clean Energy Resource), commercial offtake arrangements, and the necessary transmission connector projects that will deliver energy from the Clean Energy Resource to the regional transmission grid.

Q. Please describe your professional background.

A. I have included my *curriculum vitae* as an addendum to this testimony. *See Addendum 1.*

Q. Have you previously testified before the Energy Facility Siting Board (Siting Board), the Rhode Island Public Utilities Commission, or any other energy regulatory bodies?

¹ SouthCoast Wind was formerly known as Mayflower Wind.

1 A. No.

2 **Q. Will you be sponsoring any proposed addenda to the testimony?**

3 A. Yes, I am sponsoring the following addenda:

- 4 • *Addendum 1: Curriculum Vitae* of Francis Slingsby.
- 5 • *Addendum 2: “US Offshore Wind Industry Analysis,”* prepared for SouthCoast
6 Wind by Wood Group, dated February 3, 2023 (Wood Report).²
- 7 • *Addendum 3: Commonwealth of Massachusetts Executive Office of Energy and*
8 *Environmental Affairs, Department of Energy Resources Letter Re: Long-Term*
9 *Contracts for Offshore Wind Energy Generation Pursuant to Section 83C of*
10 *Chapter 169 of the Acts of 2008 – D.P.U. 23-42 dated May 2, 2023.*

11 **Q. What is the purpose of your testimony?**

12 A. The purpose of my testimony is to provide supplemental information to the Siting Board
13 about the SouthCoast Wind offshore wind project (which includes the generation
14 component, referred to herein as the Clean Energy Resource, and the transmission
15 connector project (Project) that is the subject of this proceeding), the current status of the
16 power purchase agreements (PPAs) for the offshore wind generation, and SouthCoast
17 Wind’s commitment to and investment in the Clean Energy Resource and transmission
18 connector Project. I am providing this testimony in response to the “Order to Show Cause”
19 issued by the Siting Board on November 10, 2022. My testimony serves as a supplement
20 and update to the testimony already provided by Mr. Daniel Hubbard on January 27, 2023.

² Sections 2-5 of the Wood Report are filed under seal as confidential pending a ruling on SouthCoast Wind’s Motion for Protective Treatment.

1 For this reason, my testimony does not repeat the background and context that was
2 provided by Mr. Hubbard regarding the Project and the PPA proceedings in Massachusetts.
3 Instead, my testimony focuses on: (1) the current status of the PPAs and SouthCoast
4 Wind's intent with respect to the PPAs, (2) SouthCoast Wind's commitment to develop
5 this viable Project, and (3) the need for the Project independent of the current status of any
6 commercial offtake agreements.

7 The purpose of my testimony is also to emphasize the importance of the development of
8 the Clean Energy Resource and the Project to the environment and economy of the region,
9 and to respectfully request that this proceeding move forward expeditiously to site the
10 Project. Public policy requirements (as reflected in the legislation, regulations or executive
11 orders) establish the need for the Project, as do various studies and forecasts showing need
12 for large amounts of offshore wind to be developed in the region on a fast-track basis. The
13 environmental, reliability and economic benefits that will flow from the Clean Energy
14 Resource and the Project, make their development and permitting a high priority for the
15 region.

16 **Q. How is your testimony organized?**

17 A. Section II provides an update on the status of the PPAs, including a change in status from
18 when Mr. Hubbard filed his testimony. Section III provides an update on the commitment
19 of SouthCoast Wind to develop this viable Project. Section IV discusses the reasons that
20 SouthCoast Wind's siting application should be allowed to move forward and the need for
21 the Project independent of the status of any commercial offtake agreements. Section V is
22 the Conclusion.

1 **II. Current Status of the SouthCoast Wind PPAs and Ongoing PPA Related Activities**

2 **Q: What is the current status of the SouthCoast Wind PPAs?**

3 **A:** As described in Mr. Hubbard's testimony, SouthCoast Wind currently has nine PPAs for
4 approximately 1,200 MW with the Massachusetts electric distribution companies (EDCs)
5 which were approved by the Massachusetts Department of Public Utilities (DPU). As also
6 described in Mr. Hubbard's testimony, one of the orders approving the PPAs (in DPU
7 Docket Nos. 22-70/22-71/22-72) was appealed to the Massachusetts Supreme Judicial
8 Court by another party.

9 **Q: Since the filing of Mr. Hubbard's testimony has SouthCoast Wind made any decisions**
10 **about proceeding with its existing PPAs?**

11 **A:** Yes. After careful consideration as discussed herein, SouthCoast Wind has initiated
12 discussions seeking to terminate its existing PPAs. This decision is in line with the path
13 created in the recent fourth Massachusetts offshore wind solicitation proposal under
14 Section 83C of Chapter 169 of the Acts of 2008 (83C IV). *See Addendum 3.* SouthCoast
15 Wind has determined that participating in the Massachusetts 83CIV request for proposal is
16 the prudent commercial course for developing the Project and delivering renewable clean
17 energy to the New England region. SouthCoast Wind will provide notice of the formal
18 termination or modification of its existing PPAs to this Siting Board and other interested
19 persons upon completion of this termination process.

20 **Q: Why has SouthCoast Wind initiated the PPA termination process?**

21 **A:** SouthCoast Wind has concluded that the current PPAs are not economic, in light of
22 significant and unforeseen inflation, supply chain and financing cost increases affecting

1 the U.S. offshore wind industry, and that further negotiations with the EDCs and the
2 Commonwealth of Massachusetts will not result in solutions that will address the
3 challenges presented by the adverse economic conditions impacting the PPAs from the
4 time they were bid, negotiated and executed. The adverse economic effects that led to this
5 conclusion, including inflation, rising interest rates and supply chain issues are evident
6 across the economy, but are discussed in detail with respect to the offshore wind industry
7 in the Wood Report that is *Addendum 2* to my testimony. The existing PPAs will not attract
8 the financing necessary to construct the Clean Energy Resource and Project because they
9 are low-priced, have no indexation and thus offer no way to overcome the significant and
10 unforeseen economic challenges. The 83C IV solicitation appears to try to fix this
11 deficiency.

12 Despite its intent to terminate the existing PPAs, SouthCoast Wind is committed to
13 developing the full capacity of its lease area for the benefit of the region, including Rhode
14 Island. SouthCoast Wind is actively pursuing state procurement of offshore wind
15 generation and fully expects to secure commercial offtake agreements for the full capacity
16 of its Clean Energy Resource.

17 **Q. Please describe further the Wood Report that is included as *Addendum 2* to your**
18 **testimony.**

19 A. SouthCoast Wind commissioned an industry leading third-party consultant, Wood Group,
20 to examine the economics of offshore wind projects such as the Clean Energy Resource in
21 light of real-world current economics. As stated in the Executive Summary of the Wood
22 Report at *Addendum 3*, “the costs of building and operating offshore wind farms have likely

1 increased well above 20% since 2019, in addition to the significant increase in financing
2 costs.” The Wood Report provides details regarding the drivers of these costs increases,
3 but in essence they are inflation, rising interest rates and supply chain issues resulting from
4 disruptions from a global pandemic and a war in Ukraine.

5 **Q: Do you expect that SouthCoast Wind will compete in future rounds of competitive**
6 **bidding to deliver offshore wind energy to New England?**

7 A: Yes. SouthCoast Wind is fully prepared and well placed to participate and secure economic
8 PPAs in future procurements of offshore wind in New England . SouthCoast Wind is
9 actively developing the Clean Energy Resource and its transmission connectors in multiple
10 ways through important permitting processes, such as this proceeding and a parallel siting
11 proceeding in Massachusetts.

12 **Q: Has Massachusetts issued a new RFP to procure offshore wind energy?**

13 A: Yes. On May 2, 2023, the Department of Energy Resources submitted to the DPU a draft
14 83C IV solicitation proposal for up to 3,600 MW of renewable energy generated by
15 offshore wind. *See Addendum 3*. The RFP seeks to procure all of the offshore wind
16 energy generation needed to fulfill the state’s statutory goal of entering into cost-effective
17 contracts for offshore wind energy generation equal to approximately 5,600 MW of
18 aggregate nameplate capacity no later than June 30, 2027. This new solicitation is the
19 largest ever in New England and represents more than one-fourth of Massachusetts’
20 electricity demand. The proposed solicitation is more than double the size of the previous
21 solicitation (Section 83C III), which was for 1,600 MW.

1 **Q: What is the timeline for the Section 83C IV procurement?**

2 A: Under the proposed timeline, bids are due January 31, 2024. The anticipated date for
3 executing PPAs is August 14, 2024.

4 **Q: Are there provisions relating to project size?**

5 A: Yes. The procurement team would have flexibility to evaluate bids ranging from 400 MW
6 up to 2,400 MW in size.

7 **Q: What is the relationship between the 3,600 MW being procured in the Section 83C IV**
8 **procurement and the state's total goal for offshore wind energy?**

9 A: As noted, Massachusetts has an overall goal of entering into long-term contracts for 5,600
10 MW of offshore wind energy by 2027, and the Section 83C IV procurement of 3,600 MW
11 is more than the previous procurement, Section 83C III. In effect, the size of the Section
12 83C IV solicitation means that even if all of the Section 83C II PPAs and 83C III PPAs are
13 canceled due to changing economic conditions, the state will still be able to reach its
14 renewable energy goals in a timely manner because of the large amount of renewable clean
15 energy that will be procured in the next procurement round.

16 **Q: Does the new 3,600 MW Section 83C IV solicitation have provisions to address**
17 **changing economic conditions?**

18 A: Yes. Unlike earlier procurement rounds under Section 83C, the proposed Section 83C IV
19 solicitation would allow bidders to submit an alternative indexed pricing proposal to
20 account for inflation and other macroeconomic trends. Unfortunately, the Section 83C II
21 and Section 83C III PPAs were not designed to accommodate these unforeseen fluctuations

1 in global economics. The new solicitation recognizes that indexing is a key tool for
2 successfully delivering offshore wind energy at a competitive and realistic economic rate.

3 **Q: Has Rhode Island issued a solicitation for offshore wind this year?**

4 A: Yes. Rhode Island Energy issued an RFP for up to 1,000 MW of offshore wind energy.
5 Proposals were due March 13, 2023.

6 **Q: Did SouthCoast Wind submit a bid?**

7 A: No. Based on publicly available information, only one developer, Revolution Wind 2, a
8 joint venture of Ørsted and Eversource, submitted a proposal for an 884 MW project.

9 **Q: Why didn't SouthCoast Wind submit a bid to the Rhode Island solicitation?**

10 A: The Rhode Island solicitation was for an amount between 600 and 1,000 MW of newly
11 developed wind capacity, which is a smaller amount than would have been economic for
12 SouthCoast Wind's plans. SouthCoast Wind has invested and will continue to invest
13 significant capital in a project designed around its interconnection at Brayton Point for
14 injection of 1,200MW. Due to the Rhode Island solicitation size of only up to 1,000 MW,
15 and the status of its existing PPAs, SouthCoast was not in a position to submit a cost-
16 effective bid at that time.

17 **Q: Will SouthCoast Wind's Clean Energy Resource have enough capacity to supply
18 clean energy to Rhode Island customers in the future?**

19 A: Because the SouthCoast Wind Clean Energy Resource has sufficient capacity to deliver up
20 to 2,400 MW to the regional grid, SouthCoast Wind will likely have capacity that could be
21 offered to Rhode Island in a future procurement round. In any case, the entire region,

1 including Rhode Island, will share in the environmental, energy security, reliability, and
2 economic benefits of the full development of SouthCoast Wind's lease area.

3 **III. SouthCoast Wind's Continuing Commitment to Develop this Viable Project**

4 **Q: Why is the SouthCoast Wind Project needed?**

5 **A.** Public policy requirements in the form of legislation, regulations, and executive orders in
6 the New England states establish the need for the Project, as do various studies and
7 forecasts showing need for offshore wind in the region. Further, the environmental,
8 reliability and economic benefits that will flow from the Clean Energy Resource and the
9 Project, and the very substantial development commitments and activities of SouthCoast
10 Wind further demonstrate need for the Project. Among its many benefits the Clean Energy
11 Resource and the Project will: (1) provide substantial reductions in greenhouse gas
12 emissions to help the region respond to climate change and meet statutory mandates for
13 decarbonization of the electricity supply; (2) enhance reliability and energy security for the
14 region with a renewable energy resource with a relatively high capacity factor, especially
15 in the winter months when the regions natural gas system may be constrained; and (3)
16 provide significant economic stimulus to the region, including Rhode Island, in the form
17 of investment, tax revenues, jobs and commercial activity. All of these reasons drive the
18 need for the Clean Energy Resource in this nascent offshore wind industry that is intended
19 to be the cornerstone of the regional energy supply for decades to come.

20 **Q: Will termination of the existing PPAs mean that SouthCoast Wind is abandoning the**
21 **Clean Energy Resource or the Project?**

1 A: Absolutely not. Moving to terminate the existing PPAs does not mean that SouthCoast
2 Wind is any less committed to fully developing its offshore wind Clean Energy Resource
3 and necessary transmission connectors, including the Project that is the subject of this
4 proceeding. SouthCoast Wind is advancing the steps necessary to deliver 2,400 MW of
5 renewable clean energy from its offshore lease area to the region. Beginning with its
6 successful bid for its federal offshore lease area, SouthCoast Wind has devoted substantial
7 financial resources to develop the Clean Energy Resource and its transmission connectors
8 . Those efforts will *not* stop now. SouthCoast Wind has continued to diligently progress its
9 federal and state permitting to advance development of the Clean Energy Resource and the
10 Project. SouthCoast Wind has invested and is continuing to invest significant financial
11 resources, including committing up to approximately \$100 million in development
12 expenditures in 2023 to advance its Clean Energy Resource and the transmission connector
13 projects.

14 **Q: Please describe generally the ongoing development activities that show SouthCoast**
15 **Wind's continuing commitment to delivering renewable energy from the Clean**
16 **Energy Resource.**

17 A: There are many such activities. To name just a few:

18 1) SouthCoast Wind has budgeted approximately \$100 million for development expenses
19 in 2023.

20 2) SouthCoast Wind currently has over 75 full time employees dedicated 100% to working
21 on the project.

1 3) SouthCoast Wind's federal permits are well advanced. The Bureau of Ocean Energy
2 Management (BOEM) issued the Draft Environmental Impact Statement (DEIS) for the
3 project on February 13, 2023 and completed a 60-day public comment period on April 18,
4 2023. During the public comment period BOEM held three public meetings. BOEM will
5 be responding to all comments and issuing the Final Environmental Impact Statement on
6 October 27, 2023. A Record of Decision (ROD) is expected at the end of the year on or
7 about December 8, 2023. SouthCoast Wind has also filed a number of other federal
8 permitting applications this year including the Incidental Take Request application with
9 the National Marine Fisheries Service; the Outer Continental Shelf Air Permit with the
10 Environmental Protection Agency; and the Section 10/Section 404 Individual Permit with
11 the U.S. Army Corps of Engineers.

12 4) SouthCoast Wind has secured interconnection queue positions into the 345 kV regional
13 transmission system at Brayton Point in Somerset, Massachusetts with supporting land
14 rights, all at significant financial cost.

15 5) SouthCoast Wind has been moving forward with other important Rhode Island state
16 permit applications, including the submittal of the Category B Assent application and
17 federal consistency certification to the Rhode Island Coastal Resources Management
18 Council and the Water Quality Certificate application submitted to the Rhode Island
19 Department of Environmental Management.

20 6) SouthCoast Wind's petition for siting approval from the Massachusetts Energy
21 Facilities Siting Board, in Docket No. EFSB 22-04, is now in its discovery phase, with
22 numerous responses to information requests already provided by SouthCoast Wind.

1 Hearings are scheduled for July 2023, and under the current procedural schedule, a decision
2 on the petition is expected by early 2024.

3 7) SouthCoast Wind has continued to engage in discussions with the Rhode Island
4 Fisherman's Advisory Board and has retained Woods Hole Oceanographic Institute
5 (WHOI) to conduct an economic impact analysis. SouthCoast Wind has also entered into
6 a study agreement with the Town of Portsmouth to fund an impacts analysis by the Town.

7 8) SouthCoast Wind has presented and participated in numerous local community
8 presentations and discussions regarding the progress of the Project.

9 9) The Project's Elective Transmission Upgrade transmission interconnection agreement
10 with National Grid has been executed, with milestones for the construction of
11 interconnection-related facilities.

12 10) SouthCoast Wind has completed geotechnical, geophysical and benthic campaigns
13 mobilizing 16 vessels and employing 875 people. This effort has resulted in 32,103 square
14 acres of mapped seafloor and related substantial financial investments in marine science.

15 11) In July of 2022 SouthCoast Wind established a partnership with SupplyRI, an initiative
16 of the Rhode Island Commerce Corporation, in an effort to support local businesses in
17 Rhode Island through the efficient and targeted procurement of Rhode Island-sourced
18 goods and services for the Project. In May of 2023, SouthCoast Wind and SupplyRI hosted
19 a supplier event in Providence, RI to help local businesses better understand the needs of
20 the offshore wind supply chain, as well as how to position themselves to be considered in
21 SouthCoast Wind's procurement processes. More than 75 individuals representing local

1 businesses attended the event to have one-on-one meetings with SouthCoast Wind
2 representatives and explore potential opportunities for collaboration.

3 12) SouthCoast Wind will honor every commitment we have made to date with non-
4 profits, educational institutions, and local businesses that is not contingent upon reaching
5 final investment decision under the existing PPAs. The total package will support the
6 building of the offshore wind supply chain, provide for education and training of an
7 offshore wind workforce, make significant investments in local ports, businesses, and
8 infrastructure, as well as offer diversity, equity and inclusion measures that include the
9 hiring of specialized firms and support for low income electric consumers, among other
10 measures.

11 **IV. Basis for the Siting Board to Move Forward on SouthCoast Wind's Application**

12 **Q. Is SouthCoast Wind proposing to move forward with its project development**
13 **efforts, including its Siting Board application, notwithstanding the status of its**
14 **PPAs?**

15 A. Yes. SouthCoast Wind is continuing its project development efforts and committing
16 substantial financial resources into that development, as described above. Obtaining Siting
17 Board approval of its application is a necessary condition to an affirmative Final
18 Investment Decision (FID) and decision to construct this important public policy project
19 that is needed by the region. While SouthCoast Wind understands that having a PPA in
20 place can demonstrate need, nothing in the Energy Facility Siting Act (EFSA) requires a
21 PPA or any other commercial arrangement to demonstrate need. As a practical matter, no
22 prudent offshore wind developer would proceed to financial close and construction without

1 having in place both an acceptable long-term firm revenue stream and major permitting
2 approvals. This approach would allow the project to proceed in its development in a timely
3 way and recognize the commercial reality of the developer requiring both permitting
4 approval and acceptable offtake agreements before financial close and commencement of
5 construction. This approach would be consistent with the EFSA and with the public policy
6 requirements driving the need for large amounts of offshore wind to be in operation in the
7 next several years.

8 **Q. Why shouldn't this proceeding be stayed until SouthCoast has new PPAs?**

9 A. First, as discussed above, SouthCoast Wind can demonstrate need based on several factors,
10 such as public policy requirements (legislation, regulations, executive orders), project
11 development activities and commitments, and studies and forecasts showing the need for
12 offshore wind energy, even if specific commercial arrangements are still in flux. Second,
13 further staying the proceeding would materially delay and jeopardize the development of
14 the Project and would be counter to the very same public policy requirements that drive
15 the need for it. For first-mover offshore wind projects (such as SouthCoast Wind) with
16 leases in the offshore wind lease area off the south coast of New England, obtaining siting
17 approval for their transmission connector projects is a necessary step relatively early in the
18 project development cycle to enable enough lead time to finance the projects, procure
19 equipment and services, and construct the facilities. Obtaining siting approval often must
20 occur in parallel with project development activities to secure offtake, through state
21 procurement processes or other contractual commitments, for the output of the generation,
22 which in the case of SouthCoast Wind, exceeds two gigawatts. State procurement processes

1 for long-term PPAs with offshore wind generation typically occur in serial fashion and it
2 can take several years for a single offshore wind developer to obtain approved PPAs for all
3 of its generation capacity. Consequently, there will be instances where an offshore wind
4 generation developer will need to commence transmission connector project siting activity
5 before it has an approved PPA or any PPAs for the full output of its generation.

6 Waiting for siting approval until all offshore wind procurement processes are complete and
7 PPAs are negotiated, executed, approved and beyond appeal of the regulatory approval can
8 put offshore wind developers in the position of not being able to move forward with project
9 development and not being ready to deliver energy when called for by applicable public
10 policy requirements. Allowing for a showing of project need based on those public policy
11 requirements, benefits to the state and region, studies and forecasts showing the need for
12 offshore wind, and evidence of commitment to project development, rather than having
13 approved PPAs for the full amount of transmission capacity being sited, will make it more
14 likely those public policy requirements will be met, and would be consistent with the
15 EFSA. Quite simply, staying the proceedings will frustrate development of the Clean
16 Energy Resource and the Project under these or any other PPAs, to the detriment of the
17 region.

18 **Q: Does SouthCoast Wind view the Clean Energy Resource and the Project as viable**
19 **even if it terminates the existing PPAs?**

20 **A:** Absolutely. As of now, SouthCoast Wind views the Clean Energy Resource and the Project
21 as viable development projects. This view is evidenced by the very substantial commitment
22 the company has made for 2023 in investment of money, time, effort and other resources

1 to advance the development of them. SouthCoast Wind is confident that it will obtain
2 acceptable offtake agreements for this important public policy project and is actively
3 engaged in making that happen.

4 **Q. Does the Siting Board's timely processing of this siting application serve the public**
5 **interest and regional need for renewable clean energy?**

6 A. Yes. It is important that the Siting Board support moving the process forward on the parallel
7 paths of development that are necessary to successfully bring a project like this to
8 completion. States such as Rhode Island and Massachusetts have committed to the public
9 policy requirements that establish the need for projects such as SouthCoast Clean Energy
10 Resource and transmission connector Project. SouthCoast Wind, therefore, respectfully
11 requests that the Siting Board proceed without further delay to process SouthCoast Wind's
12 application, despite the complexity associated with the timing and development of the
13 various elements of the Clean Energy Resource and transmission connector Project,
14 including the commercial offtake arrangements.

15 **Q: How will SouthCoast Wind's siting application affect the viability of the project?**

16 A: The ultimate viability decision for the Project will come from the SouthCoast Wind
17 sponsors at the time of FID as is customary for large infrastructure investments like
18 SouthCoast Wind. Obtaining all major permits and acceptable offtake agreements will be
19 a prerequisite to an affirmative FID. One of the biggest factors for getting to FID and
20 attracting investment is the receipt of all permits and approvals, including the Siting
21 Board's approval of the siting application.

1 **V. Conclusion**

2 **Q. Please summarize SouthCoast Wind's response to the Show Cause Order.**

3 A. SouthCoast Wind is seeking to terminate its current PPAs, because they are uneconomic
4 due to significant and unforeseen macroeconomic drivers, including inflation, rising
5 interest rates, supply chain and financing cost increases. The Clean Energy Resource and
6 the Project, however, are valuable and much needed development projects and SouthCoast
7 Wind is moving diligently forward with substantial investments and commitments to bring
8 them to realization for the region. SouthCoast Wind fully expects and is dedicated to have
9 acceptable firm offtake agreements in place before an affirmative FID and commencement
10 of construction. Even if specific commercial arrangements are in flux, SouthCoast Wind
11 can demonstrate need for this Project, through public policy requirements, studies and
12 forecasts related to climate change and clean energy from offshore wind, together with
13 development commitments and activities, and benefits to the region.

14 It is critically important in the overall development process for the Project to obtain all
15 necessary permits and regulatory approvals in a timely way. SouthCoast Wind respectfully
16 requests that the Siting Board allow its application to proceed expeditiously, despite the
17 current state of commercial offtake arrangements, to move the Project forward to achieve
18 the public policy requirements that will serve Rhode Island and the region.

19 **Q. Does this conclude your testimony?**

20 A. Yes.

Certificate of Service

I hereby certify that a copy of the cover letter and any materials accompanying this certificate was electronically transmitted to the individuals listed below.

The paper copies of this filing are being hand delivered to the Rhode Island Energy Facility Siting Board.

Dated: June 2, 2023



Christian F. Capizzo

Docket No. SB-2022-02 – SouthCoast Wind Energy LLC’s Application for a License to Construct Major Energy Facilities (Portsmouth, RI)
Service List – Updated March 1, 2023

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**STATE OF RHODE ISLAND
ENERGY FACILITY SITING BOARD**

**IN RE: SOUTHCOAST WIND ENERGY LLC’S
APPLICATION TO CONSTRUCT MAJOR
ENERGY FACILITIES**

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Docket No. SB-2022-02

**MOTION OF SOUTHCOAST WIND ENERGY LLC
FOR PROTECTIVE TREATMENT OF CONFIDENTIAL INFORMATION**

SouthCoast Wind Energy LLC (“SouthCoast Wind”) hereby requests that the Energy Facility Siting Board (the “Board”) grant protection from public disclosure to certain confidential information submitted in support of SouthCoast Wind’s Application for License to Construct Major Energy Facilities filed on May 31, 2022 (the “Application”). Specifically, SouthCoast Wind seeks an order from the Board to protect the following information submitted in response to the Show Cause Order issued by the Board on or about (the “Order”) November 10, 2022:

(1) Wood Report, US Offshore Wind Industry Analysis, Sections 2 through 5 and Appendices A through D (“Wood Report”).

SouthCoast Wind requests a determination that this information is confidential, proprietary and competitively sensitive commercial information and is protected from disclosure pursuant to the Rhode Island Access to Public Records Act, R.I. Gen. Laws §§ 38-2-1 *et seq.*

SouthCoast Wind further requests that the Board preliminarily order confidential treatment of the information specified herein pending a final ruling on this motion. Pursuant to the Board’s rules of practice, redacted versions of portions of the Wood Report containing confidential information are being submitted with SouthCoast Wind’s public filing.

I. LEGAL STANDARD

The Rhode Island Access to Public Records Act (“APRA”) establishes a balance between “public access to public records” and protection “from disclosure [of] information about particular individuals maintained in the files of public bodies when disclosure would constitute an unwarranted invasion of personal privacy.” R.I. Gen. Laws § 38-2-1. In general, “all records maintained or kept on file by any public body” are “public records,” unless a statutory exception applies. *Id.* § 38-2-2. When documents fall within an exception, they “are not subject to public disclosure.” *Providence Journal Co. v. Convention Center Auth.*, 774 A.2d 40, 47 (R.I. 2001). *See also Providence Journal Co. v. Kane*, 577 A.2d 661, 663 (R.I. 1990) (when documents fall within a specific APRA exemption, they “are not considered to be public records,” and “the act does not apply to them”).

The definition of “public record” under APRA specifically excludes “trade secrets and commercial or financial information obtained from a person, firm, or corporation that is of a privileged or confidential nature.” *Id.* § 38-2-2(4)(B). The Rhode Island Supreme Court has held that protected commercial or financial information under APRA includes information “whose disclosure would be likely . . . to cause substantial harm to the competitive position of the person from whom the information was obtained.” *Providence Journal Co.*, 774 A.2d at 47.

II. DISCUSSION

A. Confidential Commercial Information Is Not A Public Record

SouthCoast Wind respectfully requests that protective treatment be granted for the confidential commercial information and analysis (“Commercial Information”) provided by and contained in Wood’s third party analysis entitled “US Offshore Wind Industry Analysis” (“Wood Report”). SouthCoast Wind requested Wood to collect and analyze available

macroeconomic and industry data and produce a report on the global trends of the electricity markets and analyze their cascading effect on the offshore wind supply chain and their potential impact on the feasibility of United States offshore wind projects. Using its proprietary and confidential analytical tools and processes, Wood collected U.S. and international data and performed an extensive expert analysis of the ability of early stage United States offshore wind projects to attract non-recourse financing based on factors including but not limited to historic capital expenditure costs, levelized cost of energy and historic supply chain trends. This Commercial Information has been and will continue to be used by SouthCoast Wind in connection with its commercial decision-making and is confidential, competitively sensitive and proprietary. Public disclosure of the Commercial Information would be damaging to SouthCoast Wind's competitive position, would harm competition in the renewable energy industry and would undermine the State of Rhode Island's renewable energy policy. The Commercial Information for which SouthCoast Wind is requesting protective treatment is squarely within the APRA exemption for "commercial or financial information obtained from a person, firm, or corporation that is of a privileged or confidential nature." R.I. Gen. Laws § 382-2(4)(B).

Offshore wind development and the bidding processes involved in developing large offshore projects are highly competitive. Public disclosure of the Commercial Information would provide competitors of SouthCoast Wind with proprietary economic and market analysis developed not only at SouthCoast Wind's request but at its sole cost and expense and would disadvantage SouthCoast Wind. Large scale offshore wind developers participate in competitive processes with relatively few other competitors. If the Commercial Information were publicly disclosed, SouthCoast Wind's competitors could use that information to gain an unfair advantage

in future competitive solicitations. Allowing competing developers to access SouthCoast Winds' Commercial Information would harm competition in the renewable energy industry.

SouthCoast Wind treats the Commercial Information prepared by Wood as highly confidential; does not publicly disclose this information in the normal course of conducting its business; and takes steps to protect this information from unauthorized or accidental disclosure. To the best of SouthCoast Wind's knowledge, information, and belief, Wood's methodology, internal calculations and analysis contained in the Wood Report is not otherwise available in the public domain. Accordingly, the Commercial Information is exempt from disclosure under APRA because disclosure "would be likely . . . to cause substantial harm to the competitive position" of SouthCoast Wind. *Providence Journal Co. v. Convention Ctr. Auth.*, 774 A.2d 40, 47 (R.I. 2001).

III. CONCLUSION

For all of the foregoing reasons, SouthCoast Wind respectfully requests that the Board grant its Motion for Protective Treatment and take the following actions to preserve the confidentiality of these documents and information: (1) maintain the unredacted versions of the Wood Report as confidential, non-public records; and (2) disclose the unredacted versions of the Wood Report only to the Board, its attorneys, and staff as necessary to review SouthCoast Wind's Application.

Dated: June 2, 2023

Respectfully submitted,

SOUTHCOAST WIND ENERGY LLC

By its Attorneys,



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Addendum 2:	“US Offshore Wind Industry Analysis,” prepared for SouthCoast Wind by Wood Group, dated February 3, 2023 (Wood Report) Note: Portions of this Report are marked Confidential.
Addendum 3:	Commonwealth of Massachusetts Executive Office of Energy and Environmental Affairs, Department of Energy Resources Letter Re: Long-Term Contracts for Offshore Wind Energy Generation Pursuant to Section 83C of Chapter 169 of the Acts of 2008 – D.P.U. 23-42 dated May 2, 2023

***Curriculum Vitae* of Francis Slingsby**

FRANCIS SLINGSBY

Renewable energy executive with deep industry experience in US and European Offshore Wind markets. Proven leader of international teams and joint ventures

PROFESSIONAL EXPERIENCE

CEO, SouthCoast Wind
Boston, USA

Oct 2022- Present

Leadership of SouthCoast Wind JV

- SouthCoast Wind is a 50/50 JV between Ocean Winds and Shell New Energies
- Leading more than 60 talented and dedicated professionals to develop 2.4GW of Offshore Wind capacity in a Federal Lease area, capable of powering over a million homes, and materially contributing to achieving State and Federal Greenhouse Gas Reduction targets
- Responsible for promoting and delivering Health and Safety and Governance excellence
- Developing and implementing company strategy to achieve project and shareholder objectives
- Promoting SouthCoast Wind as a trusted partner in communities and to key stakeholders

Delivering Key Project Development Milestones

- Securing critical permits at both the State and Federal level to enable investment approval and construction of the offshore wind asset and transmission system, both on- and offshore
- Delivering necessary Grid infrastructure and enabling agreements to secure interconnection
- Directing team responsible for Design, Engineering, Procurement and Construction of the Offshore Wind asset, and associated transmission infrastructure to deliver the project safely, on schedule and on budget

Commercial and Investment Excellence

- Responsible for SouthCoast Wind P&L, and securing and optimising the project business case to deliver attractive investment opportunities to shareholders
- Directing the team responsible for contract negotiation and management, including inter alia Revenue, Project, Land, Permits, Supply Chain, Geoscience and Project Management

Non-Compete Period from Jan 2022 to Oct 2022

Chief Commercial Officer and Head of Business Development
Ørsted US Offshore, Boston, USA

Nov 2019 to Dec 2021

Commercial and Asset Management

- Led transaction teams responsible for US Procurement and Real Estate contracts, including bespoke, innovative Enabling Infrastructure contracts to secure Harbours and US Manufacturing
- Responsible for Revenue contract negotiation and management, including PPAs awarded under State solicitations, as well as the development of Alternate Offtake and Commercial PPA solutions

Business Development

- Developed Bid and Solicitation strategy for US, including successful North East solicitations
- Directed the team responsible for identifying and delivering offshore wind power growth across the Americas, including acquisitions, partnerships and entry strategies in core and new markets

Head of Strategic Partnerships and North East Development*Dec 2016 to Nov 2019*

Ørsted US Offshore, Boston, USA

Strategic Partnerships

- Implemented offshore wind JVs and Partnerships along US East Coast, including establishing the North East JV with Eversource and the EPC for CVOW with Dominion in Virginia
- Developed growth opportunities for offshore wind and ancillary business across the Americas

North East Development

- Responsible for leading the Development teams post acquisition of 840MW of Deepwater Wind assets, including development milestones surrounding Permits, Interconnection and Offtake
- Led key industry and political relationships, and managing multiple stakeholder relations

Managerial roles across Development and Asset Management*Aug 2010 to Dec 2016*

Ørsted Offshore, Copenhagen, Denmark and London, UK

- Line Management of a diverse team of 18 professionals across three countries
- P&L, Lifetime NPV and OPEX business case responsibility for four UK offshore wind farms, delivering and exceeding shareholder return on investment
- Team was responsible for managing European JVs, including industry and financial partnerships
- Development interface with M&A deal team on Hornsea and Irish Sea Round 3 Zones, comprising 8+ GW of capacity, with responsibility for implementing these JVs and developing assets

Qualified Attorney at Law, England and Wales*August 2007 to 2010*

Simmons & Simmons, Global Corporate Law Firm

- Experienced in energy and project finance law, and intellectual property and EU competition law

HIGHER EDUCATION**Oxford University***2001 - 2005*

Modern Languages - BA Hons, 2:1 with distinction in Portuguese Language

BPP Law School, London*2005 - 2007*

Graduate Diploma in Law and Legal Practice Course passed with Commendation

University of London*2009 - 2010*

MSc in Economics and Latin American Energy Policy

London Business School – Executive Education Programme in Corporate Finance*2014 - 2015*

Valuation & Management Accounts and Financial Analysis modules

LANGUAGES

English (Mother Tongue)

Portuguese (Fluent)

German (Fluent)

French (Conversational)

Swedish (Fluent)

Danish (Conversational)

**“US Offshore Wind Industry Analysis,” prepared for SouthCoast Wind by Wood Group,
dated February 3, 2023 (Wood Report)**

THIS ADDENDUM CONTAINS CONFIDENTIAL INFORMATION

THIS REPORT CONTAINS CONFIDENTIAL INFORMATION

US Offshore Wind Industry Analysis

Prepared for: SouthCoast Wind
Doc Ref: 256219-US-AV-REP-0001
Rev: 2
Date: February 2023

Report

Report Details

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Date of issue:	15 February 2023		

Amendment Record

Revision Number	Date	Summary of Amendments	Purpose of Revision
A	27 January 2023	Draft report	Internal revision
0	6 February 2023	Draft Report	After review of initial draft
1	9 February 2023	Final Report	Client issue
2	15 February 2023	Amendments following Client review	Client issue

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NOTICE AND DISCLAIMER

1. This document entitled US Offshore Wind Industry Analysis, document number 256219-US-AV-REP-0001 Rev-2 dated 15 February 2023 has been prepared solely for SouthCoast Wind (formerly known as Mayflower Wind) ("the Client") in connection with the SouthCoast Wind offshore wind farm. This document in whole, or in part, may not be used or relied upon by any other person for any other purpose, without the express written permission of Wood ("the Consultant") and any such approval shall be subject to receipt by the Consultant from the prospective person of a countersigned copy of the Consultant's reliance letter format (available upon written request). Any liability arising out of use of this document by the Client for any purpose not wholly connected with the above shall be the responsibility of the Client who shall indemnify the Consultant against all claims, costs, damages and losses arising out of such use. Any liability arising out of the use of this document by a third party shall be the responsibility of that party who shall indemnify the Consultant against all claims, costs, damages and losses arising out of such use.
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Executive Summary

Wood has been appointed by SouthCoast Wind (formerly Mayflower Wind) to review and provide a qualitative independent report on the US offshore wind buildout in the context of the geopolitical and macroeconomic factors that have impacted the industry since 2019. The report considers factors that influence the US offshore wind industry including policy initiatives, commodity pricing, funding models, the supply chain, and the impact of global growth in the sector.

Prior to the pandemic, the story of offshore wind is one of significant growth, predicated on a continued decrease in capital expenditure costs (CAPEX), a declining levelized cost of energy (LCOE), and a robust financing environment. The confidence in the sector attracted a broad range of stakeholders, which introduced more competition in auctions and reduced the perceived risk by investors.

The COVID-19 pandemic caused disruptions across several industries and had a particularly adverse impact in offshore wind, a sector still in development. The Russia-Ukraine war has further compounded the challenges that were still being experienced in the industry due to the pandemic with a significant impact on energy prices. Based on these observations and given the current market conditions, our view is that the global and domestic markets have shifted to a seller's market for the foreseeable future.

Selected cost components that have been negatively impacted since 2019 are estimated to have the following increases:

Cost Components	Estimated Project Cost Increase (%) ¹
Labor ²	2.3
Commodities ^{3, 4}	11
Vessel	2.5
Interconnection ⁵	3.3
Miscellaneous ⁶	1
Total	>20%

The overall conclusion of the report is that the costs of building and operating offshore wind farms have likely increased well above 20% since 2019, in addition to the significant increase in financing costs. The economics and ability to fund offshore wind in the US has been adversely impacted. It will take several years and significant investment to overcome some of these challenges.

Recent quarterly losses announced by the two leading original equipment manufacturers (OEMs), Siemens and Vestas, also supports the view that this is not an industry that is in a healthy and mature state.

¹ Calculated figures are based on common empirical ratios. Wood's scope did not include a detailed quantitative analysis of project cost. The uncertainty in estimates may vary approximately +/- 30%.

² Based on a compounded union wage increase of 7% according to PAS 2022 Merit Shop Wage and Benefit Survey.

³ Steel plate costs at 40% of 2019 levels.

⁴ Steel represents 25% of project CAPEX according to IRENA, 2016, The Power to Change.

⁵ Estimate based on 50% increase in interconnection costs, "Upswing in PJM interconnection costs", PV Magazine January 20, 2023.

⁶ Estimates were done on incidentals such as fuel costs and other consumables.

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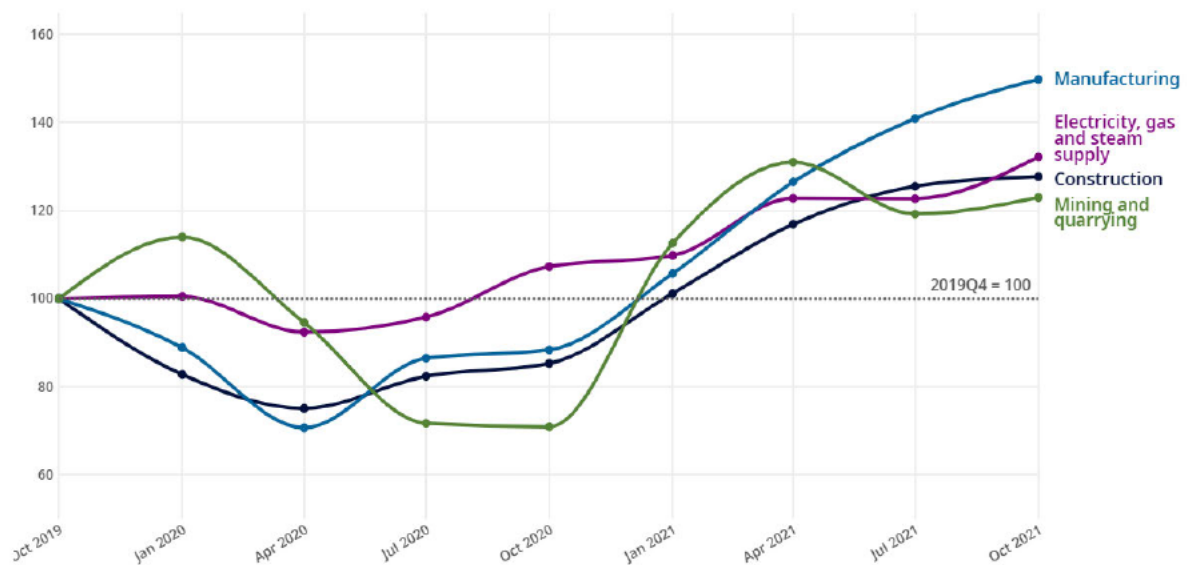
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1.0 Macroeconomic Trends

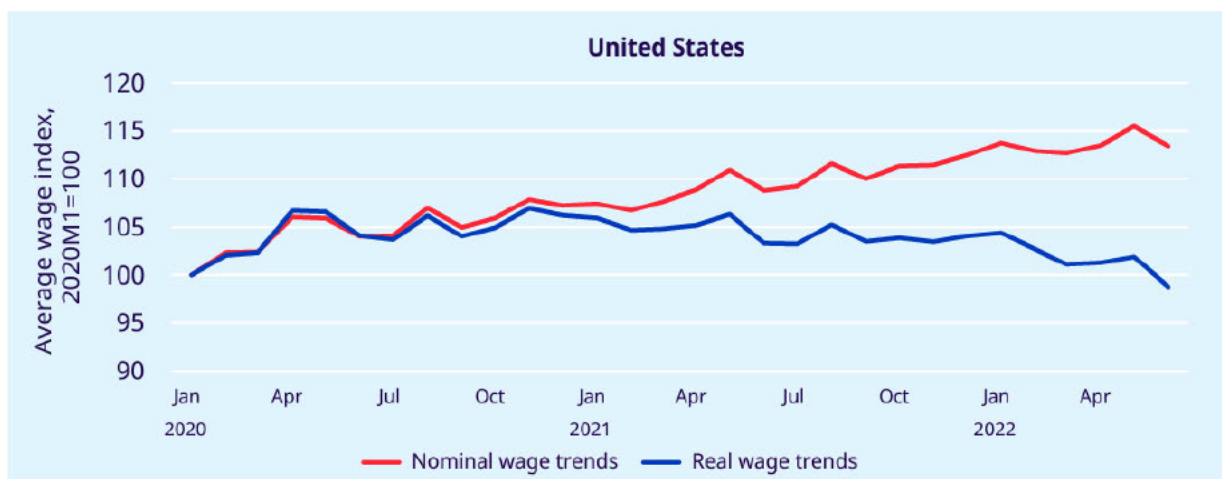
The world experienced severe disruptions during the COVID-19 pandemic, but significant government support and aggressive reopening policies have caused most economic sectors to quickly rebound in 2021 and 2022. This surge in demand could not be readily met by a supply chain that was still recovering after an almost complete shutdown. While the post-COVID demand rebound is one of the main causes of continued supply and demand disruptions, China's zero-COVID policies and the Russia-Ukraine war have further compounded it, stoking supply fears and accelerating energy security strategies for many countries. The general expectation was that an imbalance between supply and demand would only be temporary and that the global pricing levels would return to where they had been in 2019. While we believe that the recovery is well underway and that prices will continue to stabilize, Wood also believes the macroeconomic trends that have emerged have caused demand and supply to shift for the near future. We examine these macroeconomic trends in more details below

1.1 Persisting impacts due to COVID-19

The COVID-19 pandemic caused disruptions across trade, energy, production of goods, services, finance, and several other industries. Even though the immediate risk of COVID-19 has waned since 2020, the production and global trade flow of goods continues to be hampered. In 2020 and 2021, labor shortages rose substantially in the food, accommodation, and manufacturing industries. The vacancy rates across industries since October 2019 through October 2021, as compiled by the Organization for Economic Co-operation and Development (OECD), are shown in Figure 1-1, Vacancies were up 50% in manufacturing, over 30% in the energy sector, and just under 30% in construction since the start of the pandemic in 2020. Cyclical and structural factors may explain this labor shortage; tighter labor markets increase workers' bargaining power which provide incentives to quit and look for other opportunities. Figure 1-2 shows how as job vacancies increased, nominal wages rose to attract more personnel to these industries. Since the start of the pandemic in 2020, nominal wage growth in the U.S. has increased 15%, adding to overall costs of several industries including the manufacturing and construction sectors linked to renewable energies. Wood expects the demand for specific skills in the conventional and renewable energy markets to drive the cost of labor further up in the coming years, moreover, we expect the estimated project cost increase from labor to be approximately 2.3%



Source: OECD Economics Department

Figure 1-1: Job vacancy rates across industries, 2019Q4=100, OECD average

Source: ILO Global Wage Database

Figure 1-2: Nominal and real wage growth, January 2020-June 2022 (January 2020=100)

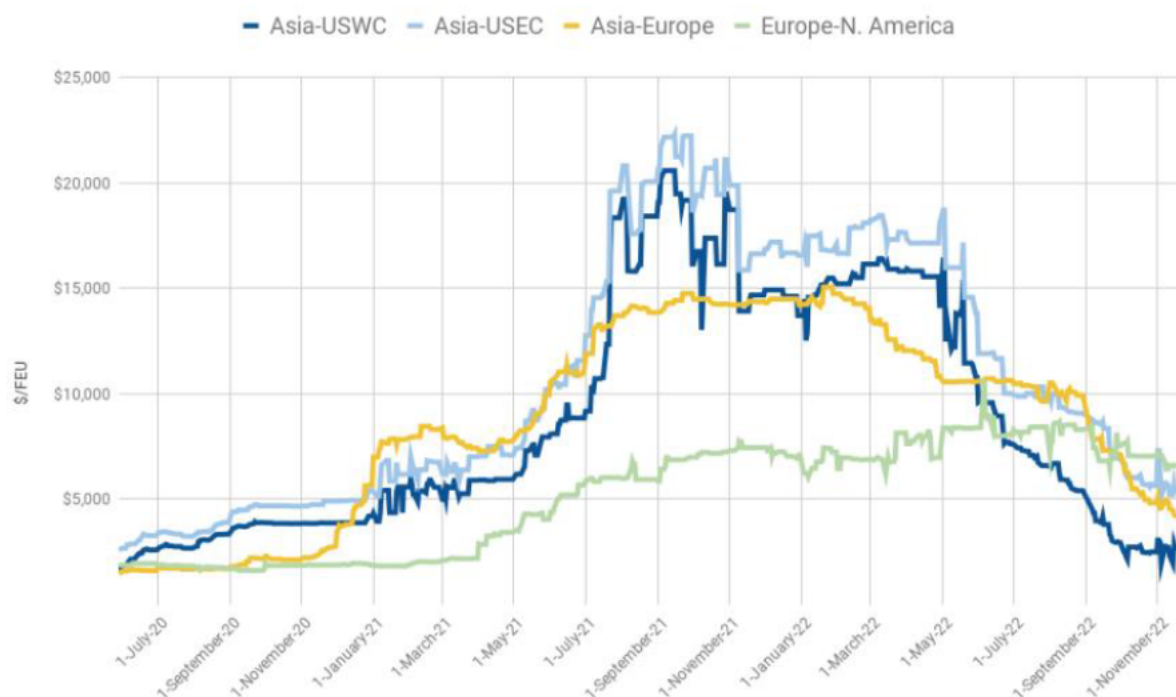
1.2 Increased logistics costs

Maritime shipping is essential for the trade of goods across many industries, especially with structures that involve offshore wind. Even as the world has adjusted to living with the omnipresence of COVID-19, the global logistics network continues to be struck by repeated shocks to the system, like the Suez Canal blockage, California wildfires clogging freight arteries, the Yantian port congestion, railway issues in the USA with Union Pacific suspending services, and lockdowns in Shanghai.

The increased costs of transport have been a contributing factor to inflation since the pandemic. As Figure 1-3

shows, freight rates from Asia to the US coasts saw the largest cost increases two years after the first wave of the pandemic. The Asia-US East coast lane continue to see high prices, oscillating above \$5,000/FEU⁷. According to the IMF, when freight rates double, inflation picks up by about 0.7 percentage point, but most importantly, the effects of high freight rates peak *after a year* and may last up to 18 months⁸. The increase in crude oil prices have also caused diesel prices to rise. As oil prices remain high, Wood expects these costs to be passed down to shippers, which will raise prices for international shipping further.

Container shipping capacity and congestion have also raised logistic costs. According to S&P Global, in Q1 2022, nearly 12% of global container ship capacity was tied up in congestion, two years after the first wave of the pandemic. The increase in demand coupled with increase in congestion, has exacerbated delays and driven costs up for shippers. These changes have made both cost and schedules unpredictable and have challenged the overall deliverability of projects. Figure 1-4 shows port delays for the top 10 destination countries by incoming ship capacity, with delays being most severe in the U.S. throughout the pandemic. An example of how global supply chain is affecting the wind sector, in their Q1 2022 earnings call⁹, Vestas cited increased transportation and logistics costs and an increase in raw materials as reasons why their EBIT has declined. Further analysis on the profitability of offshore wind players is discussed in section 2.5. The increased logistic costs have negatively affected European wind manufacturers and will translate to an increase in capital expenditures (CAPEX) for offshore wind projects and delays in project completion dates.



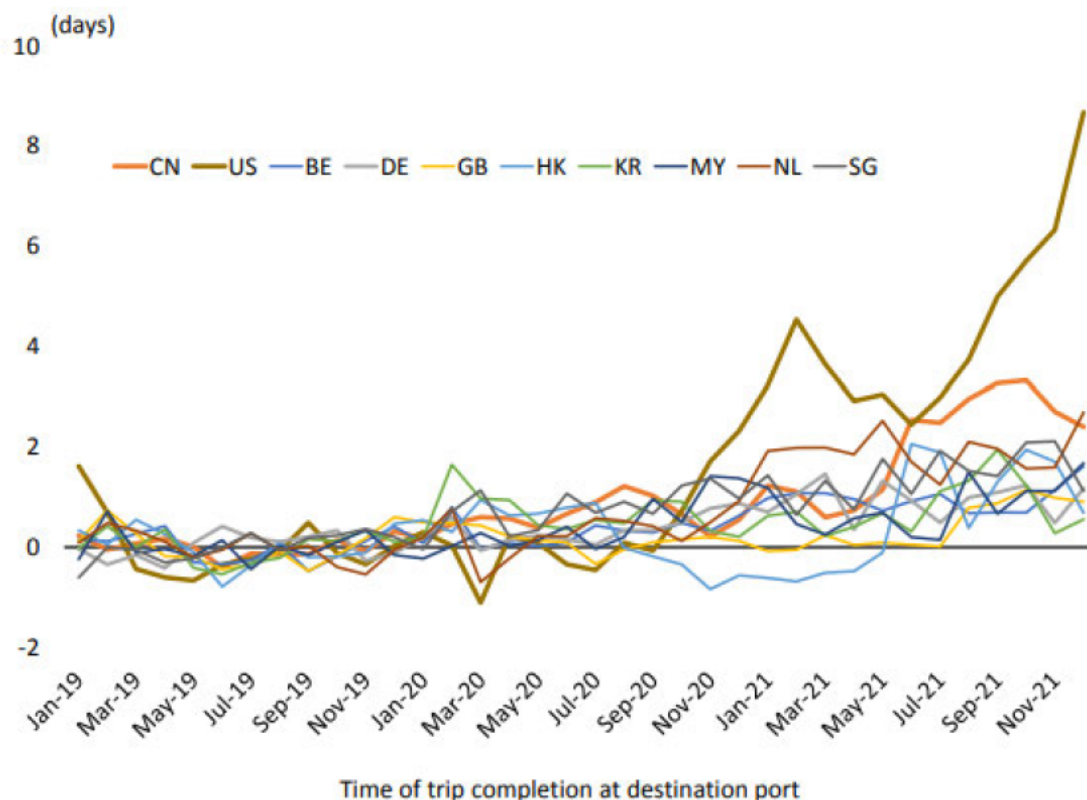
Source: Freightos

Figure 1-3: Freightos Baltic Index (FBX) Ocean container spot rates during the pandemic

⁷ Forty Equipment Unit

⁸ IMF Blog, How Soaring Shipping Costs Raise Prices Around the World, 2022

⁹ Vestas Wind Systems A/S, Aarhus, 27 January 2022, Company announcement no. 01/2023



Source: International Monetary Fund

Figure 1-4: Port delays compared to pre-pandemic baseline

While the cost increase associated with maritime transport costs could ease by 2023 and ship scarcity may subside by 2024¹⁰, this timeline is likely to be affected if shocks to the supply chain continue to occur. If COVID infections continue to interrupt the global workforce and trade ports, and if the Russia-Ukraine war continues to affect oil and gas prices, it is possible supply chains for offshore wind will continue to face challenges until manufacturing capabilities and raw material sourcing mature elsewhere. Wood notes that offshore wind projects with completion dates around 2023 and 2024, as well as projects that are contracted, are likely to face stronger supply chain delays and increased CAPEX due to increased logistic costs.

1.3 China zero-COVID policies and the US-China decoupling

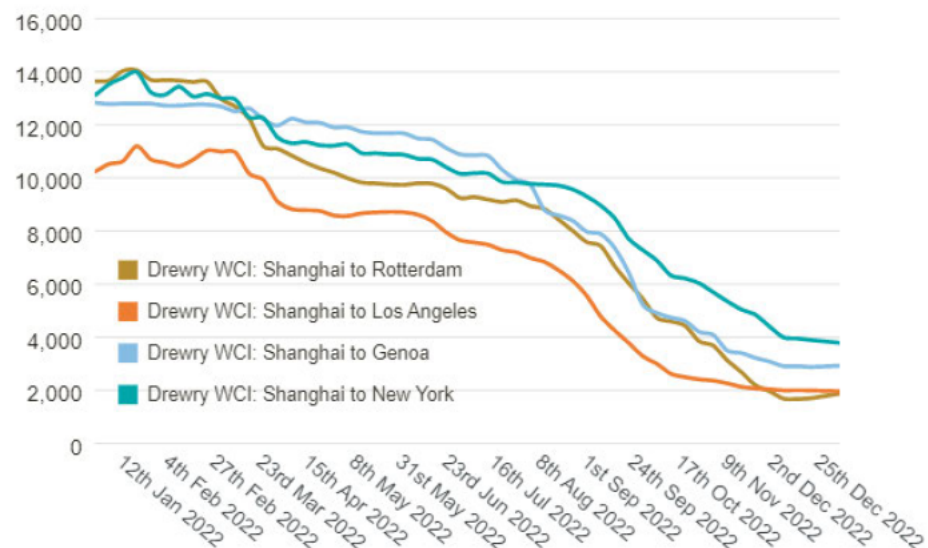
China's aggressive zero-COVID policies affected global trade as the country is home to seven of the world's 10 biggest container ports. The effect of lockdowns in Shenzhen in March 2022 and Shanghai between April and May 2022 added strain to an already tight supply chain. As outbreaks grew in March 2022, the Chinese government implemented a two-month lockdown in Shanghai. The country also enacted closed loop working arrangements, where workers were required to live on site with limited production levels in factories; these restrictions negatively affected manufacturers and trade flows.

These lockdowns rippled through to the Los Angeles-area sea-cargo hubs, one of the busiest container gateways in the USA. As Figure 1-5 shows, the volume shipped in trade routes from Shanghai to other areas of the world decreased significantly, with trade to Los Angeles decreasing from \$10,000/40ft in January 2022 to nearly

¹⁰ ITF (2022), "Performance of Maritime Logistics", International Transport Forum Policy Papers, No. 106, OECD Publishing, Paris.

\$2,000/40ft by the start of December 2022. The rolling lockdowns in China have rendered the production of offshore wind components highly vulnerable to disruption. More than 85% of the European Union (EU) imports key materials for offshore wind from China, like iron and steel. Further analysis on the offshore wind supply chain can be found in section 2.3.

While China abruptly reversed its zero-COVID policy in December 2022, the sudden reopening of the country has caused hundreds of millions of people to contract the virus, with more infections expected once celebrations of the 2023 Lunar New Year end. The country's factories have suffered from the abrupt reopening as it battles a nationwide wave of infections. China's official purchasing manager's index (PMI) data, released at the start of 2023, showed its manufacturing gauges came in at 47, falling to their lowest levels since early 2020 at the beginning of the Covid-19 pandemic. A reading below 50 indicates a contraction, while one above 50 signals an expansion¹¹. The quick reopening and low PMI levels signal that that China, and global supply chains, may once again go through a shock that will reverberate through the manufacturing and shipment of goods, exacerbating the uncertainty and delays already plaguing the system.

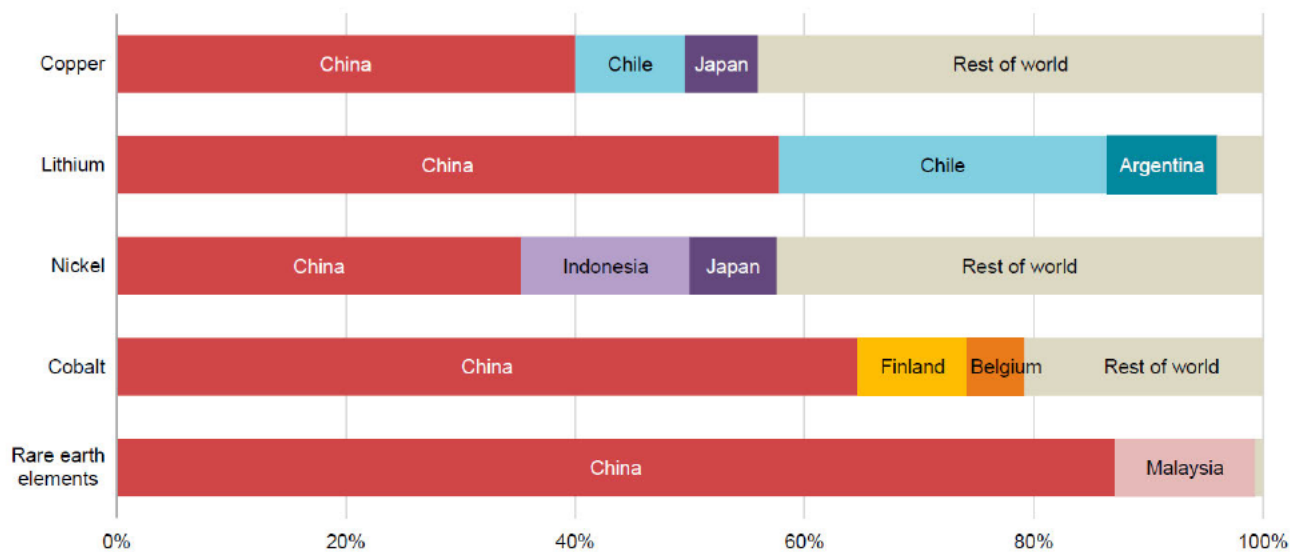


Source: Drewry world container index

Figure 1-5: Volume of Goods Shipped (US\$/40ft) in Trade Routes from Shanghai

In addition, to the negative effects of China's zero-COVID shutdown and abrupt reopening, the geopolitical decoupling between the United States and China that began several years ago has quickly accelerated as the effects of the pandemic have shined a light on the U.S.' dependence on Chinese products and supply chains, especially for renewable energy components. As Figure 1-6 shows, the share of processing and manufacturing of these materials is concentrated mainly in China, with nearly 60% of the world's lithium, 40% of the world's copper, and about 80% percent of the other critical minerals. To combat this dependence, the United States has implemented policies to diversify its supply chain and decouple from its dependence on China.

¹¹ Financial Times. *China's factories suffer from end of zero-Covid policy* 3 January 2023



Source: World Bureau of Metal Statistics (2020), Adamas Intelligence (2020) & IEA May 2021

Figure 1-6: Share of processing volume by country for selected minerals

While the US-China decoupling is rooted on an energy and supply chain security perspective, the decoupling could also slow the implementation of renewable technologies and increase its cost in the near term. The energy transition to renewable technologies is heavily dependent on having affordable and available low-carbon technologies. The integration of China and the U.S. have made these technologies more affordable and has increased innovation. The enactment of laws that look to break away from these integrations can act as barriers and slow the United States in reaching its energy security goal. The need for steel for offshore wind places the industry's development at odds with the country's energy security goals. While in the long run the U.S. could reach its domestic manufacturing capabilities, offshore wind projects with looming commercial operation dates (COD) will face increased cost and supply chain pressures as they import most of the components needed to develop projects.

1.4 Russia-Ukraine war

The Russia-Ukraine war has compounded the effects COVID-19 brought on to the global economy. Since the start of the war on 24 February 2022, the conflict has had a profound impact on the global energy market, putting increased pressure on oil and gas supplies, which have increased energy prices, in addition to creating shortages across the supply chain.

With respect to oil and gas supplies, the war prompted a slew of sanctions and energy supply shifts in the EU. Most European countries have begun reducing their dependence on Russian oil and gas due to these sanctions; a difficult undertaking, as Russia is Europe's main supplier of natural gas. According to the European Commission, in 2021 the EU imported nearly 60% of its gas from Russia. The termination of this dependency will take time and will continue to affect energy prices well beyond 2023. The Nord Stream 1 pipeline, which runs under the Baltic Sea to Germany, supplies nearly a third of the gas exported from Russia to Europe. Before the war started, about

170m cubic meters of gas would be transported every day to Germany¹². In June 2022, Russia cut deliveries through the Nord Stream 1 pipeline by 75% down to 40m cubic meters. In July 2022, Russia shut down the pipeline for 10 days, and once it reopened the flow was cut in half to 20m cubic meters a day. Finally, by late August 2022, Russia shut the pipeline again and has not been reopened since. According to Argus Media, Russia has cut its gas supplies to the EU by 88%.

The drastic reduction of gas supply has led to an increase in gas and energy prices in Europe, with many countries looking to alternative resources for gas. The shift in power generation and the shortage of gas supply has caused wholesale prices to rise. Figure 1-7 shows the monthly natural gas prices in Europe from March through October 2022, with prices peaking in August 2022 at \$70/mmbtu, up close to threefold from \$27/mmbtu in February 2022.

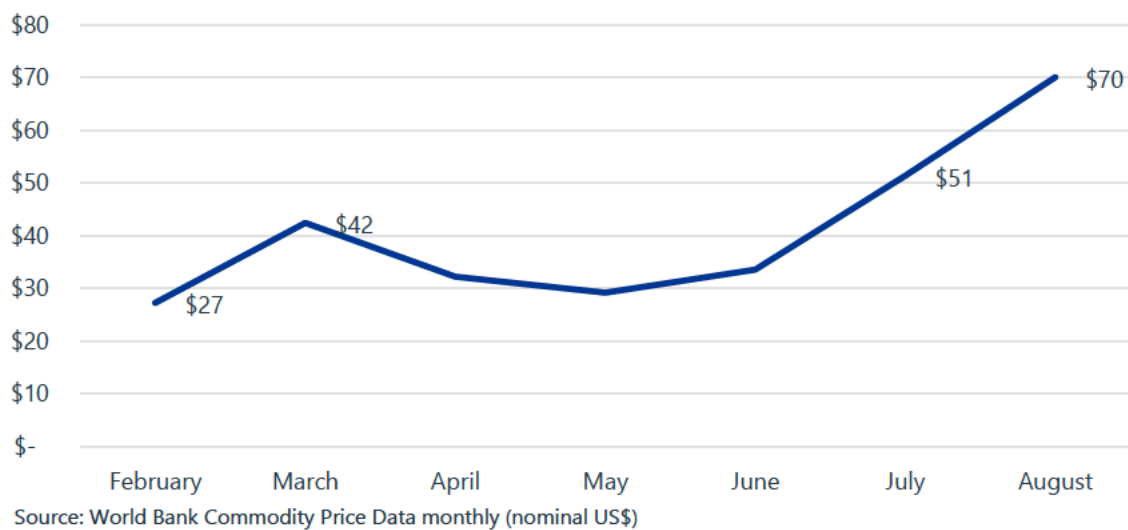


Figure 1-7: Monthly natural gas prices 2022 (\$/mmbtu), Europe

The high price of gas has driven up the cost of manufacturing firms, especially turbine manufacturing companies. Europe's wind turbine makers are reporting losses and laying off workers. The increase in raw material and manufacturing costs have been the underlying issue but lingering supply chain challenges and competition from Chinese manufacturers have exacerbated costs for European OEMs. As a result, the prices once agreed on for turbines, have caused massive losses to manufacturers¹³. In November 2022, Siemens Gamesa reported an annual loss of \$965 million; the company announced cost-cutting programs that may lead to reducing nearly 11% of its workforce. Vestas Wind has also reported a loss of nearly \$151 million for the third quarter of 2022.

Despite soaring energy prices for manufacturing companies and a supply chain marred by delays and shortages, the EU has increased its renewable energy targets to reduce its reliance on Russian gas in the long-term. In March 2022 and in response to the 2022 Russian invasion of Ukraine, the European Commission launched the REPowerEU proposal, an 8-year plan to end reliance on Russian fossil fuels before 2030. The increase in renewable

¹² BBC News "Nord Stream 1: How Russia is cutting gas supplies to Europe" 29 September 2022

¹³ Europe's Wind Energy Industry Has Hit A Rough Patch, Markets Insider, Nov 26th 2022

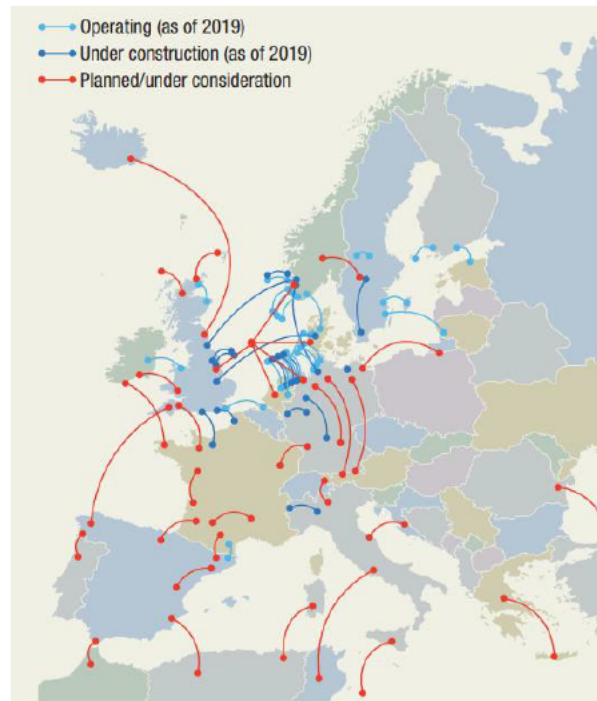
targets has put upward pressure on the demand for renewable energy generation and driven up the cost of industrial production of materials for offshore wind turbines.

China supplies more than 90% of rare earth elements (REE) used in Europe, and in 2022, the REE cargo more than doubled to 36,074 tons in the first nine months of 2022 compared to all of 2021¹⁴. In July 2022, the EU Commission issued guidance that while transit of sanctioned goods by road with Russian operators is not allowed under EU measures, rail transport is permissible. In 2021, trains moved about 1.46 million containers carrying goods between China and Europe on the routes, or about 4% of total trade between the two sides, according to estimates by Bain & Co. While the percentage of rare earth metals via rail versus sea is unclear, the war in Ukraine has exposed Europe's reliance on Russian railway corridors for trade with China. Plans to increase wind power in the region will likely drive up trade volumes on key rare earths elements (REE) and permanent magnets used for offshore wind; the EU is currently looking to set up strategic rare earth supply partnerships or product substitutions to ease of this dependence. Further discussion on key components and raw materials can be found in section 2.2.

1.5 Generation and transmission systems in Europe and the US

High-voltage direct current (HVDC) transmission systems will be essential for Europe and the United States as they seek out strategies to boost their energy security in response to the Russia-Ukraine war. HVDC technology has gained momentum because it allows for more efficient bulk power transfer over long distances, it also improve stability, reliability, and transmission capacity. As European nations look to other countries for energy as they move away from Russian-gas dependence, HVDC will be the main tool to transport most of the energy going into Europe and the UK. Additionally, HVDC systems are ideal for offshore wind farms as they allow the transfer of power over long distances. Because of the benefits this technology brings, the HVDC market has been experiencing an increase in global installations. From 2020 to 2025, the HVDC market is expected to have a compound average growth rate (CAGR) of nearly 11% and will likely exceed this rate because of the Russia-Ukraine war. Technical progress in voltage source converter-type HVDC (VSC HVDC) has also contributed to the growth of HVDC technology. Figure 1-8 depicts the VSC HDVC systems that are currently operating, under construction, and under consideration in Europe.

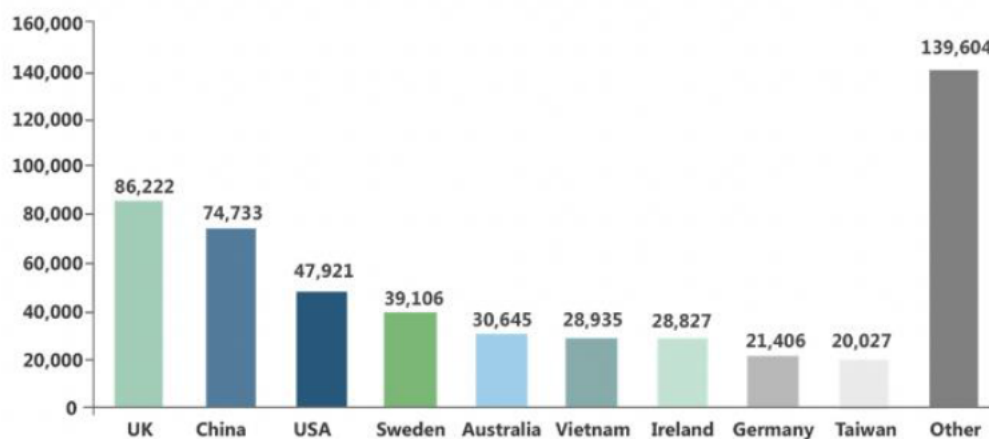
¹⁴ How Europe Needs Freight Trains to Cross Russia From China, Bloomberg, 22 January 2023



Source: Global Innovation Report, Hitachi ABB

Figure 1-8: Construction of VSC HVDC in Europe

Figure 1-9 shows the number of HVDC projects planned in major countries around the world, totaling nearly 409,000 GW. With the increase in commodity prices, rise in demand, impact on fuel prices from the Russia-Ukraine war, and decarbonization and energy security goals from major global economies, the demand for product in renewables are feeding into supply chain costs – from turbines to HVDC components. These demand and supply impacts are affecting project costs across all industries, including offshore wind projects.

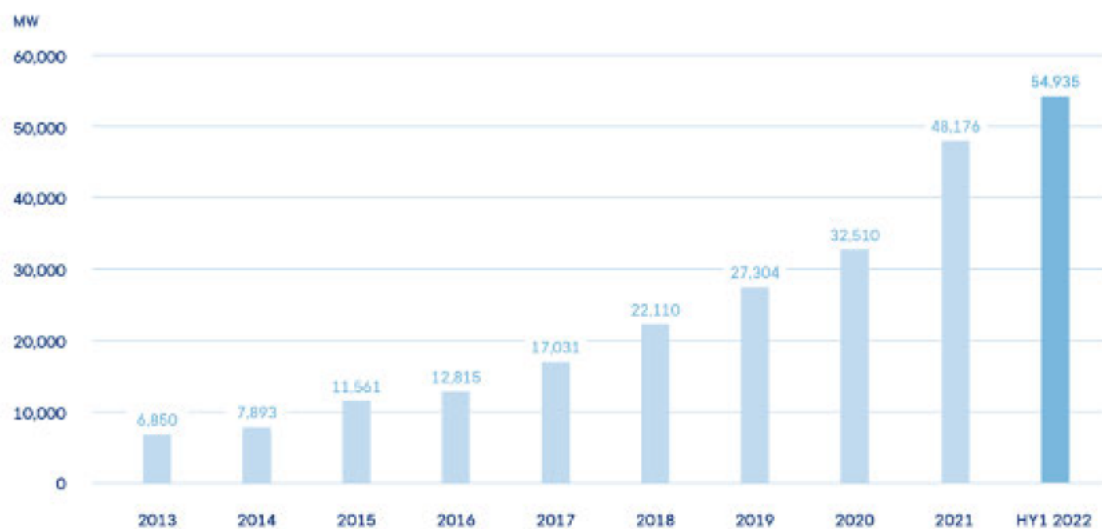


Source: Power Technology Research

Figure 1-9: Planned HVDC projects by country (MW)

1.6 Accelerated energy transition trends

In 2021, the International Energy Agency (IEA) estimated that renewable capacity would expand by 1,800 GW by 2026. Offshore wind is expected to experience the fastest growth among all renewables in the next five years, reaching 1.5% of total generation by 2026. It is worth noting that most historic forecasts for renewable generation capacity have significantly underestimated the speed of adoption. The global offshore wind market is one of the cornerstones driving the energy transition and grew nearly 30% per year between 2010 and 2018; this growth was driven by significant improvements in technology. More recently, growth has been driven by policy initiatives in different countries. The European Union has set a target to install at least 60 GW of cumulative offshore wind by 2030 and 300 GW of cumulative offshore wind capacity by 2050. For comparison purposes, in 2021, the EU had an installed capacity of 14.6 GW. The UK, through its British Energy Security Strategy (BESS), has increased its target for offshore wind generation capacity from 40 GW to 50 GW by 2030 as a direct response to the Russia-Ukraine war. At a global level, offshore wind is expected to grow 10x between 2021 and 2035.



Source: Global Offshore Wind report H1'22

Global offshore wind capacity in operation – cumulative

A study by the Economist Intelligence Unit (EIU) forecasts that wind power generation will grow at an annual average rate of 8.9% between 2022-27. Wind power generation will represent 13% of total power generation by 2027 and 17% by 2032. During the next ten years, wind power will be the second fastest growing source of electricity behind solar power. The rapid build out of offshore wind projects around the world will continue to add competition for materials and components. The industry is likely to remain as a seller's market in the near term.

2.0 Global offshore wind industry analysis

2.1 Global drivers for offshore wind

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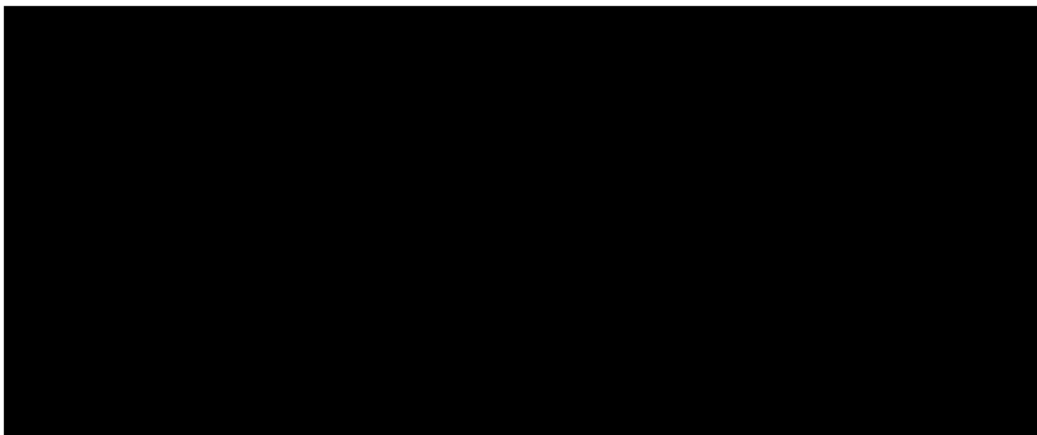
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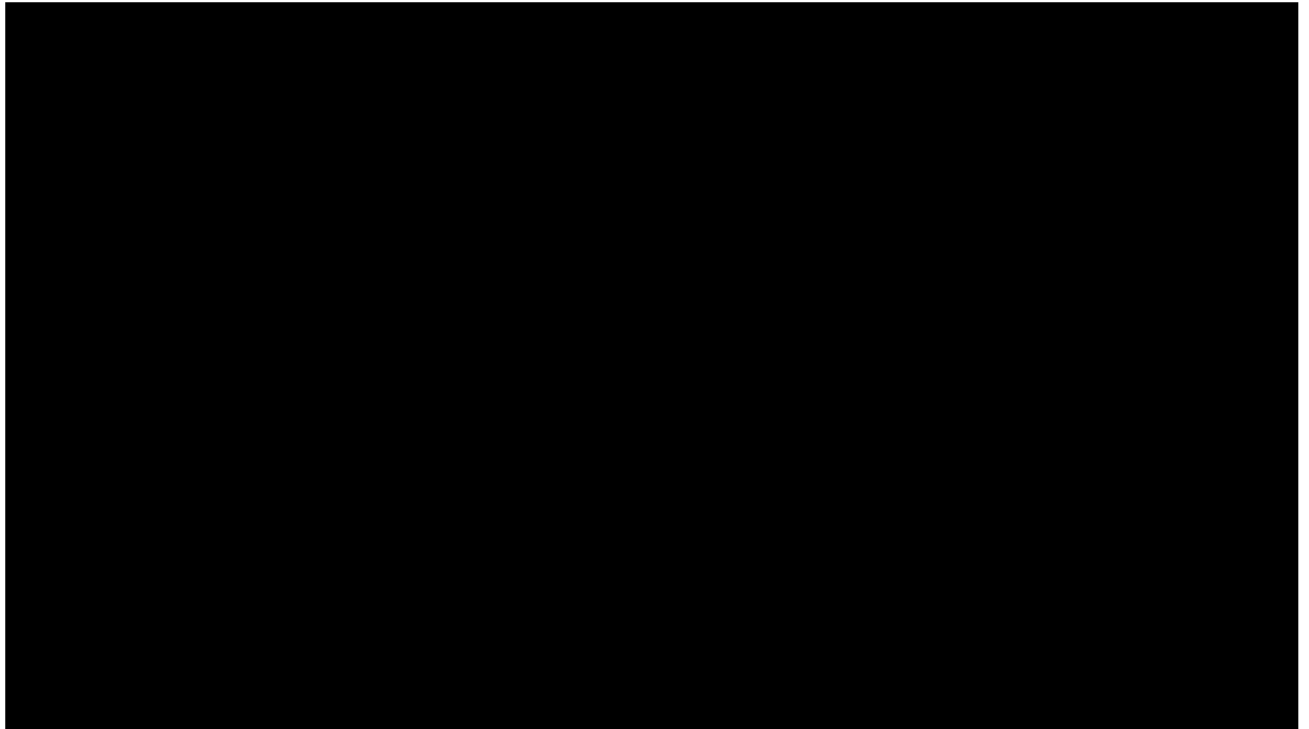
2.2 Historic prices and CAPEX of key materials

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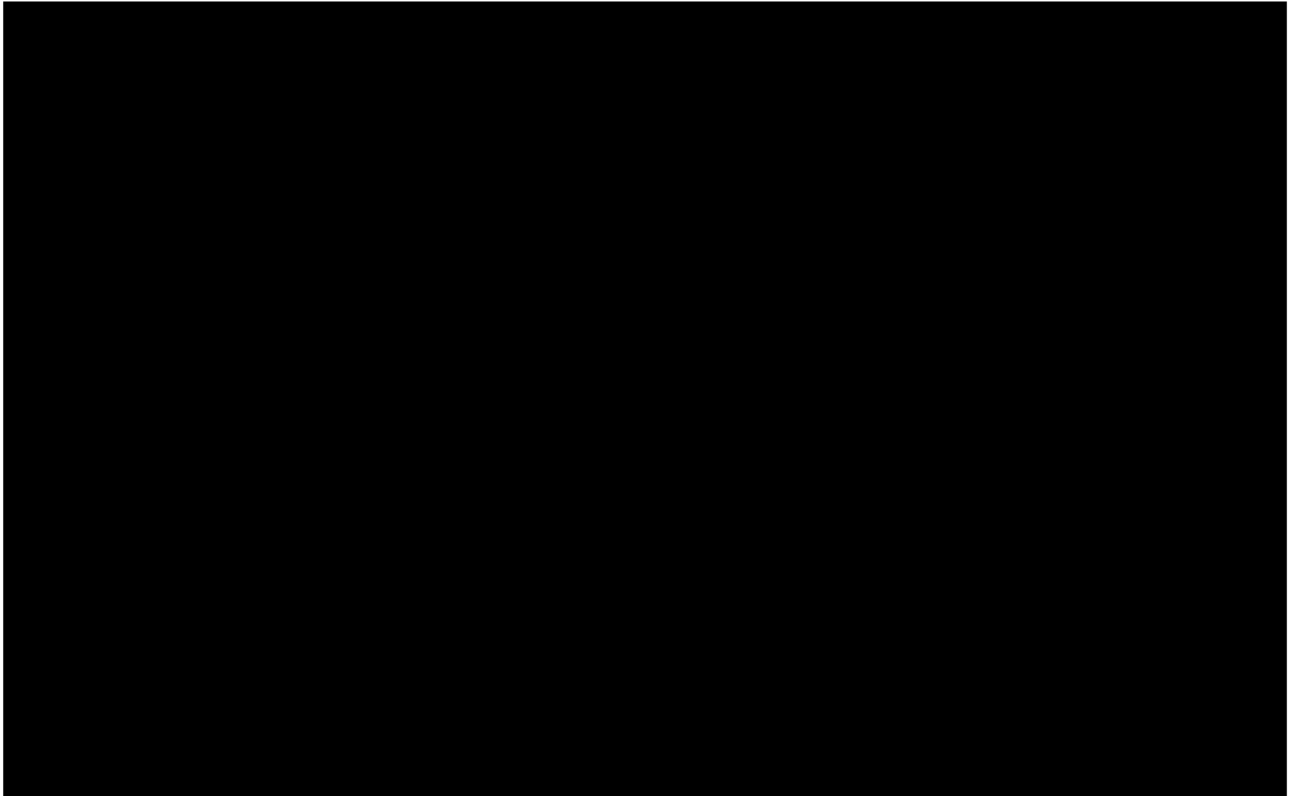
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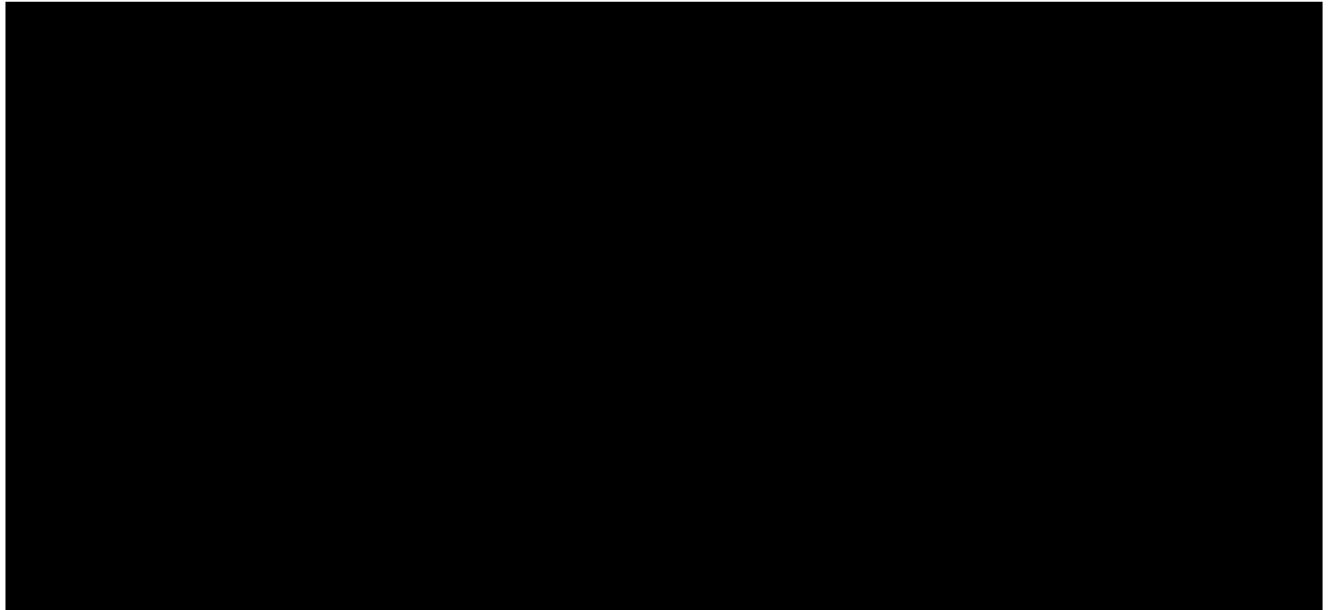


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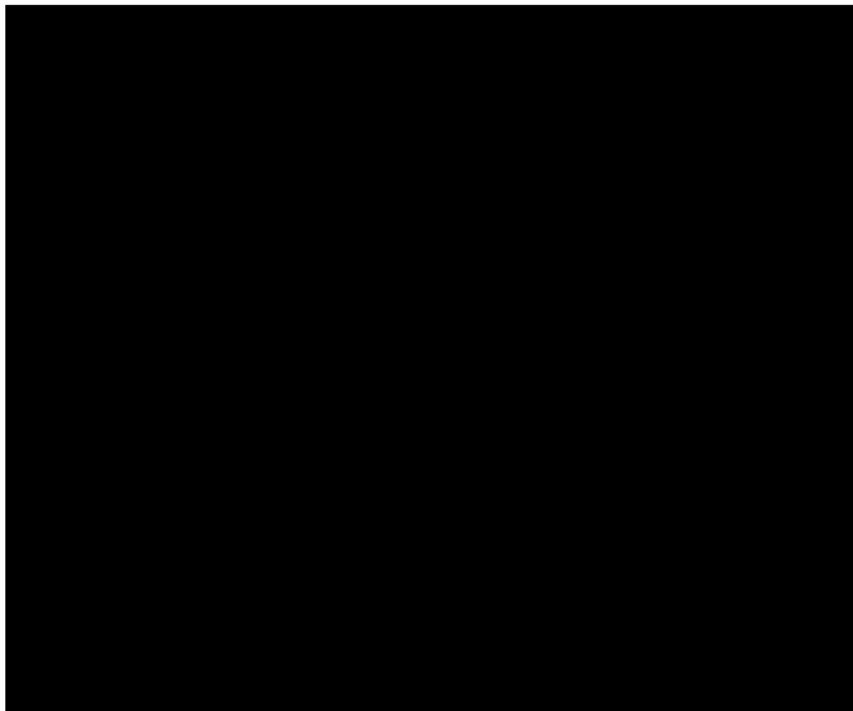


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2.3 Historic supply chain

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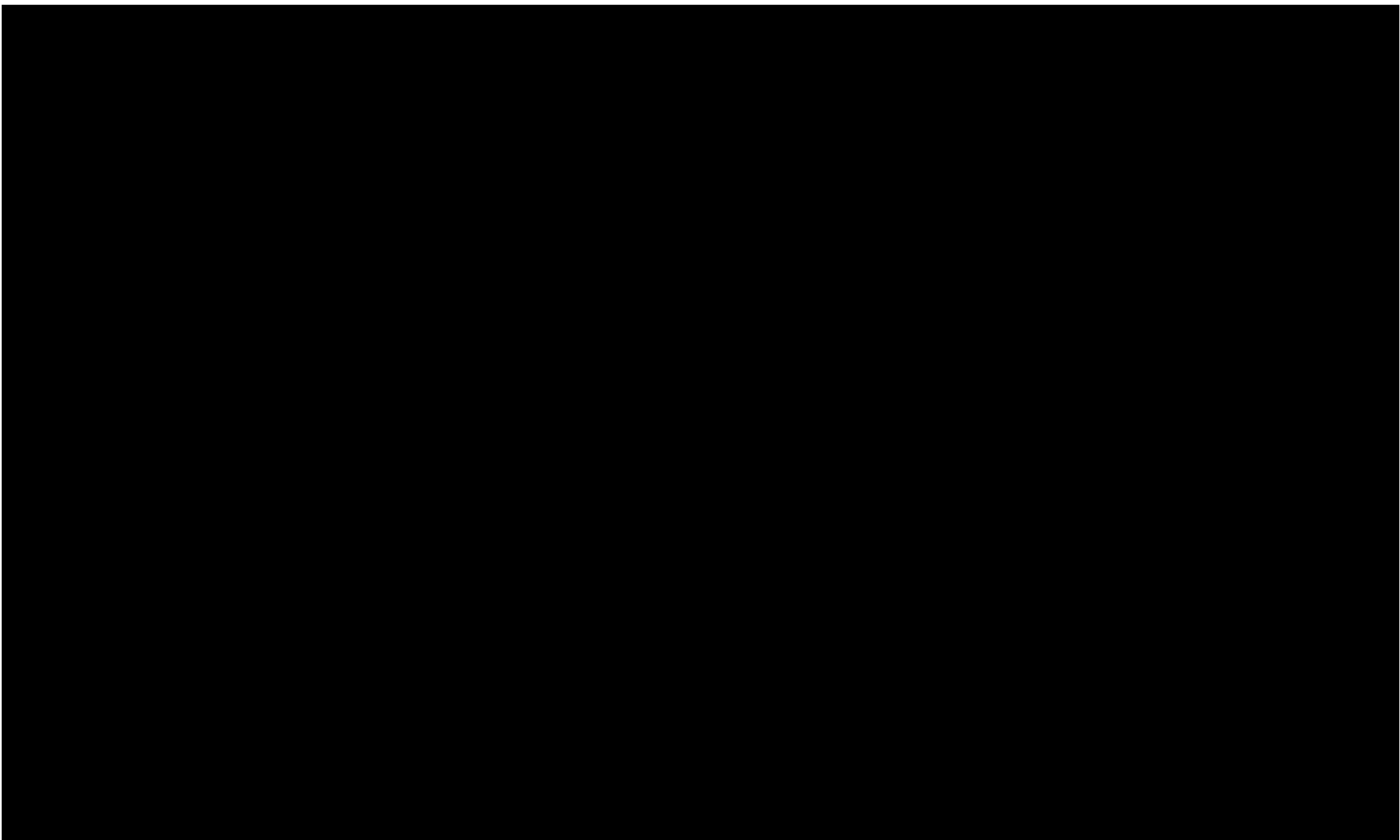
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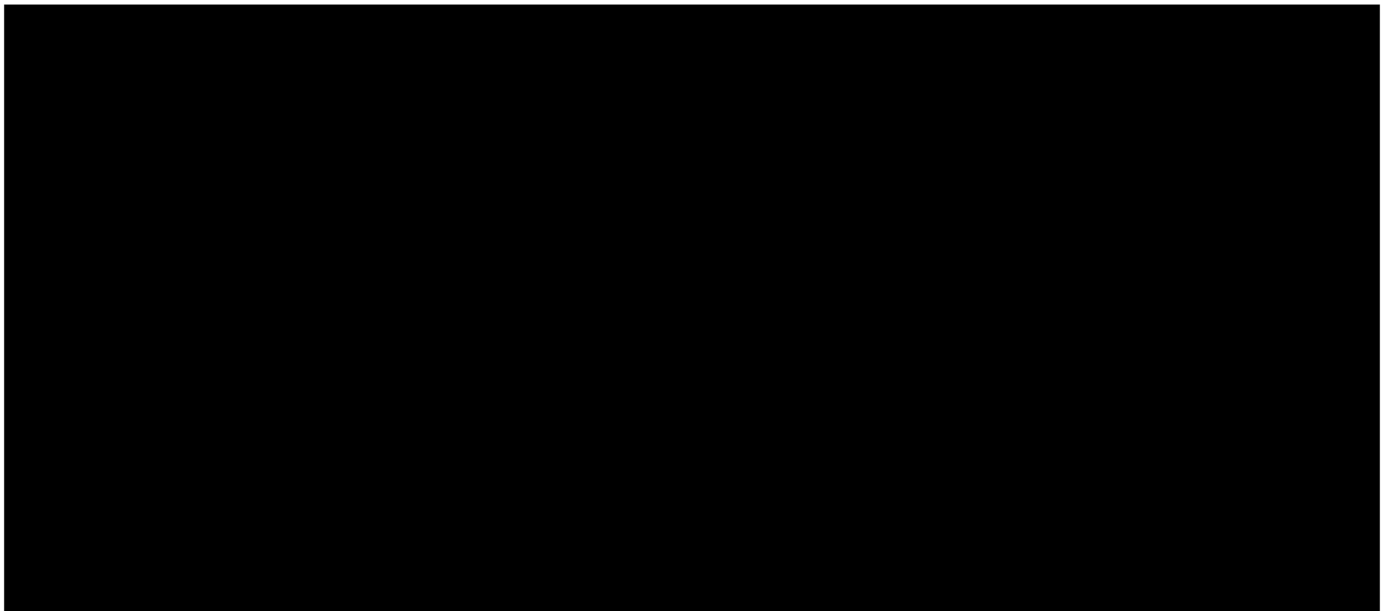
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2.4 Global bottlenecks for offshore wind

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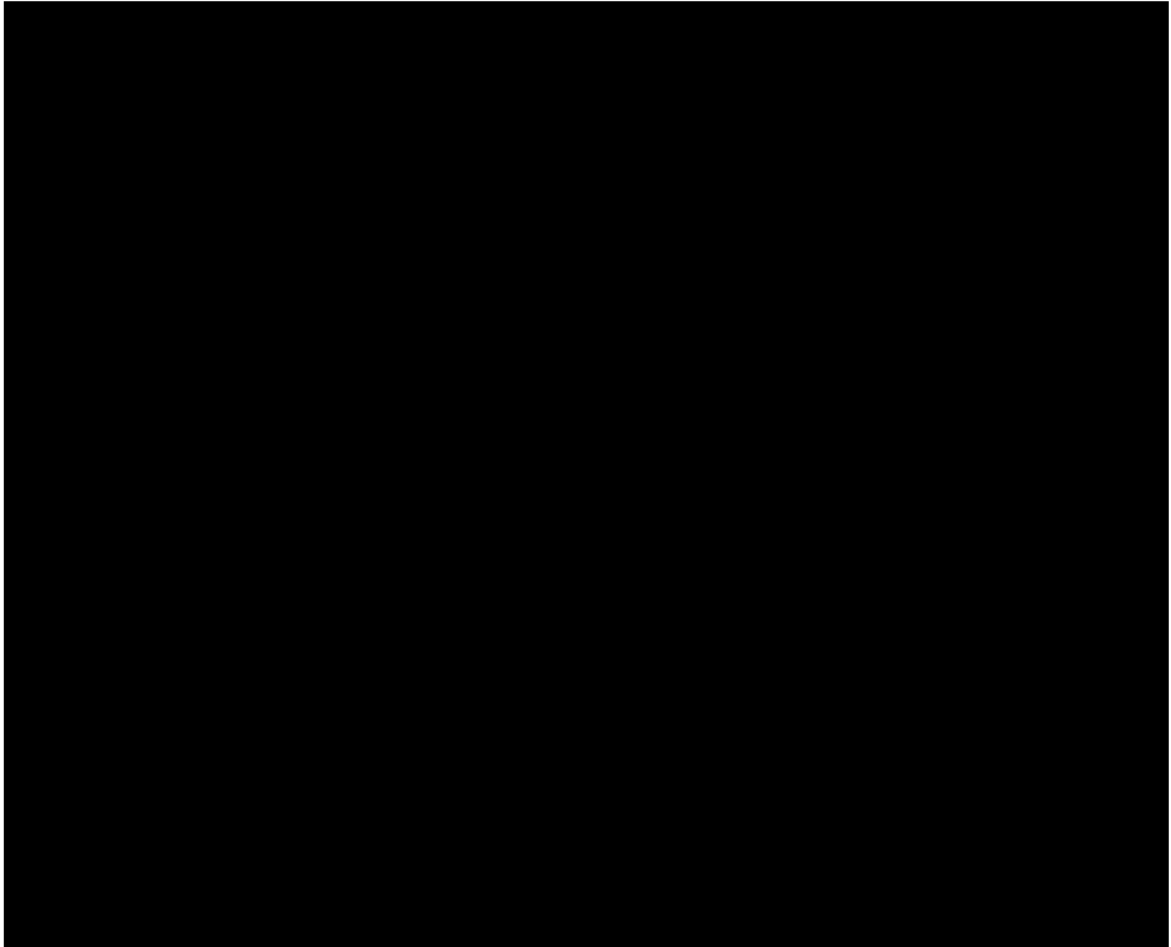


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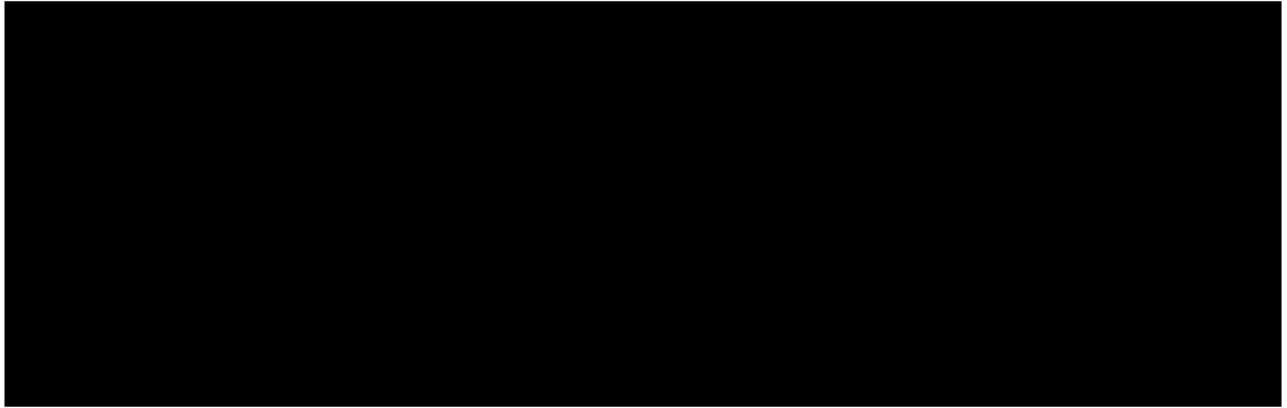
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2.5 Profitability of offshore wind suppliers

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3.0 US offshore wind industry outlook

3.1 US offshore wind pipeline

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3.2 US-specific supply chain bottlenecks

3.2.1 Jones Act and vessel viability

[REDACTED]

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3.2.2 Port availability

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3.2.3 Interconnection

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[REDACTED] ittent nature of these technologies, we expect that costs will continue to remain high or increase in the future.

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3.3 US cost trends

3.3.1 Levelized cost of energy (LCOE)

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3.3.3 CAPEX

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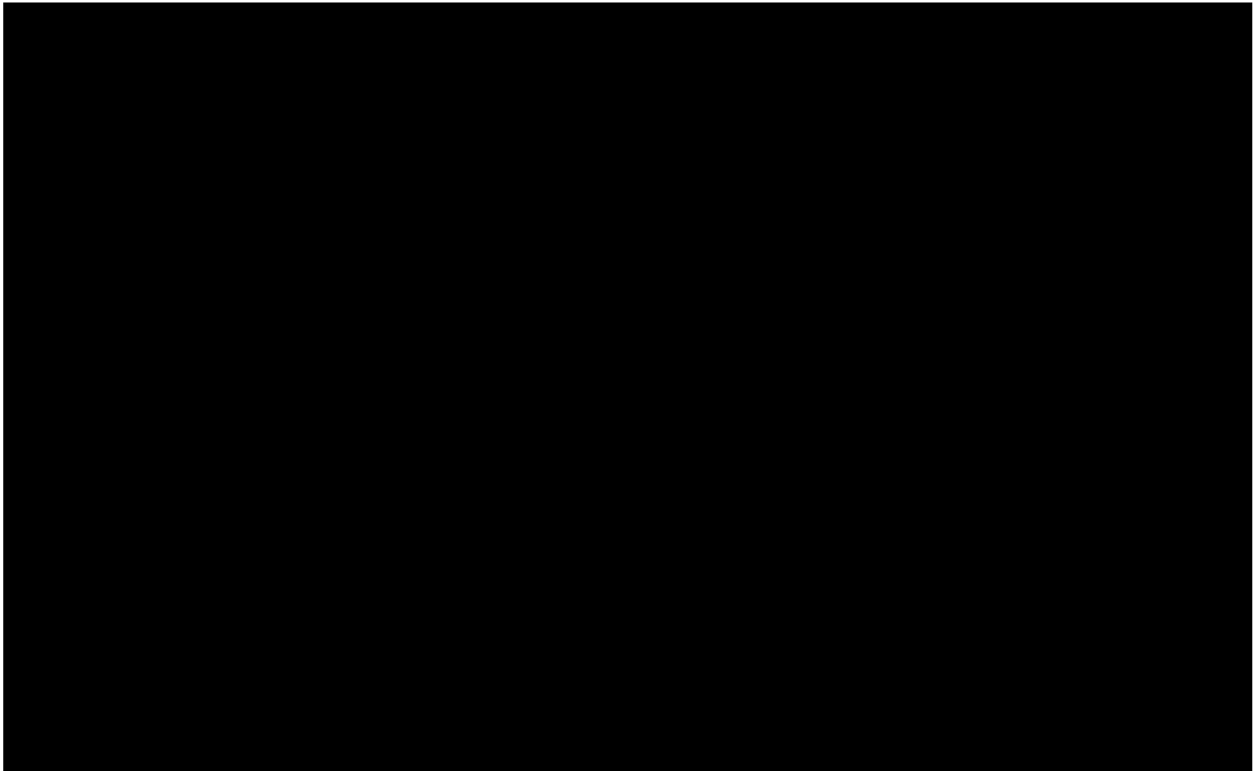
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4.0 US offshore wind project financeability

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4.1 Tax Equity Market – Supply and Demand

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4.2 Tax equity demand from offshore wind projects

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4.3 Tax equity financing considerations for offshore wind projects

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4.4 Tax Equity Rates

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4.5 Lender's risk tolerances for non-recourse project financing

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4.6 Risk mitigation measures

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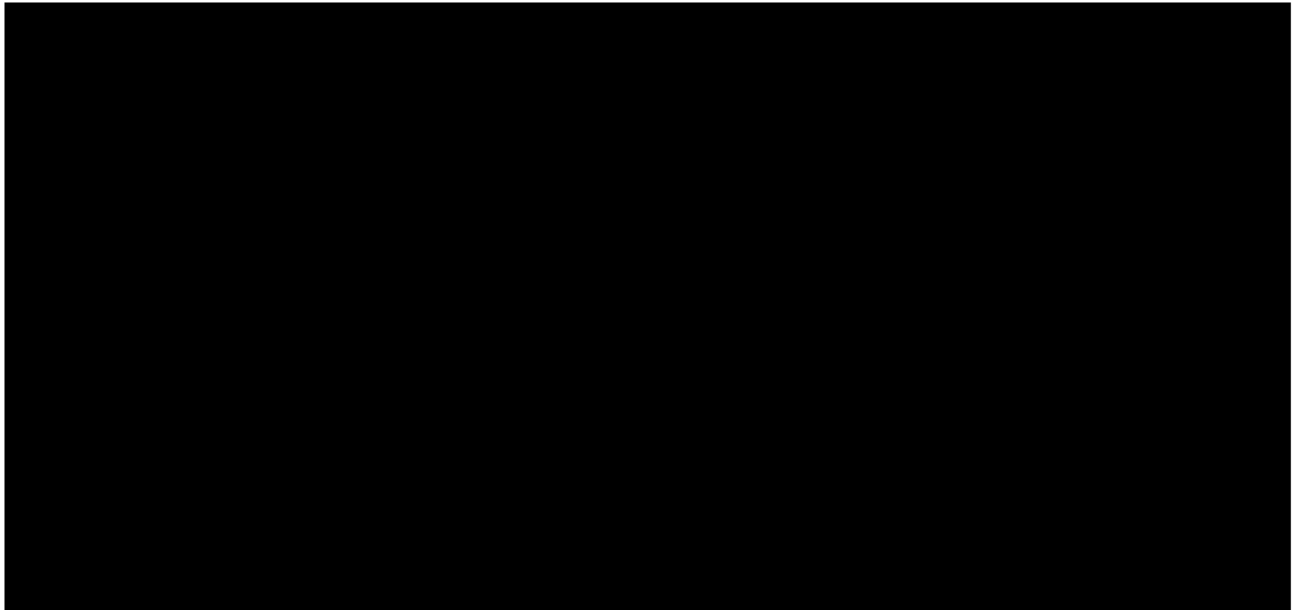
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4.7 Trend in Non-Recourse Financing Terms

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4.8 Key PPA Terms of US Offshore Wind Projects

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4.9 Lender Uncertainties

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5.0 Conclusion

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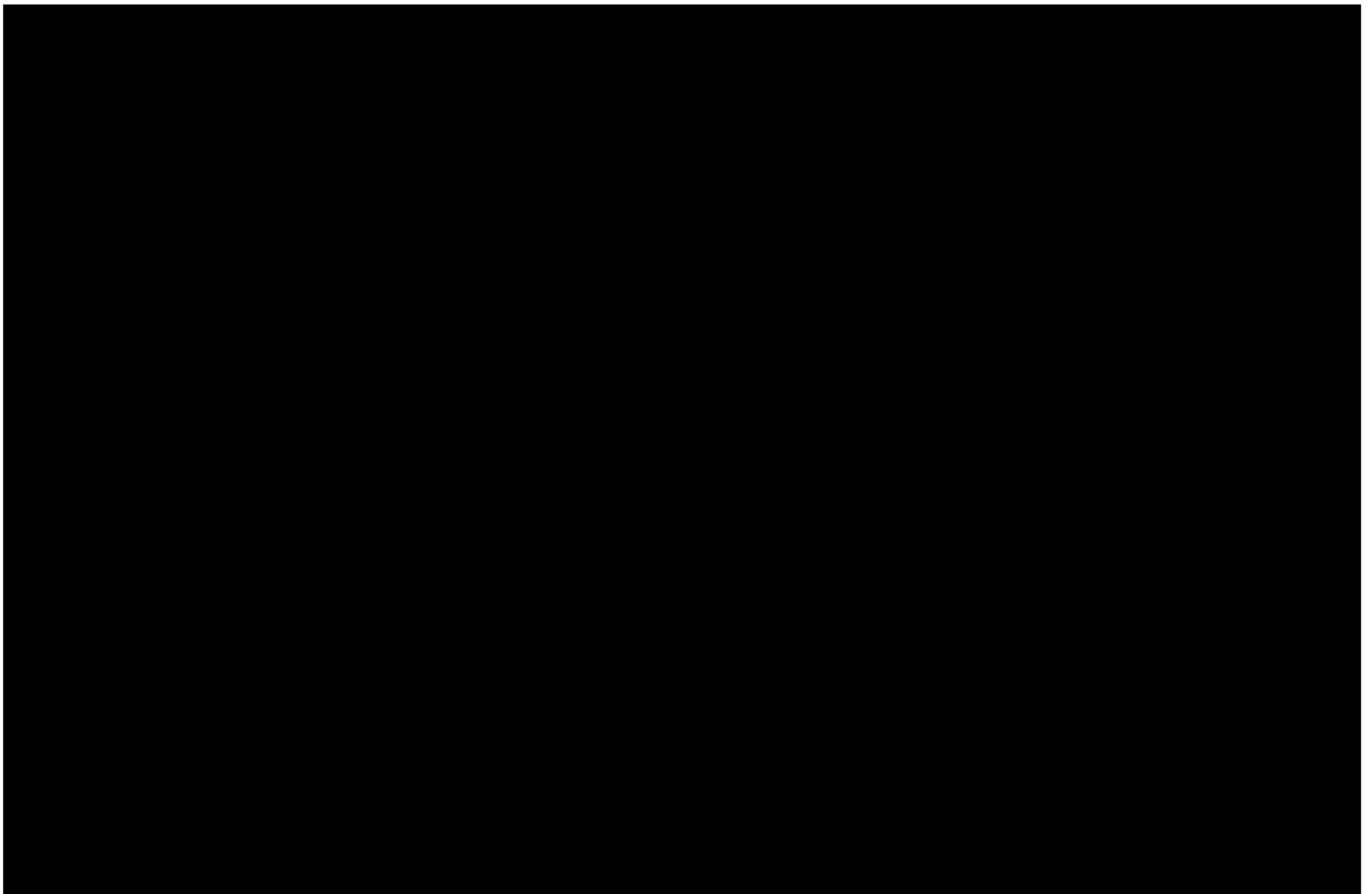
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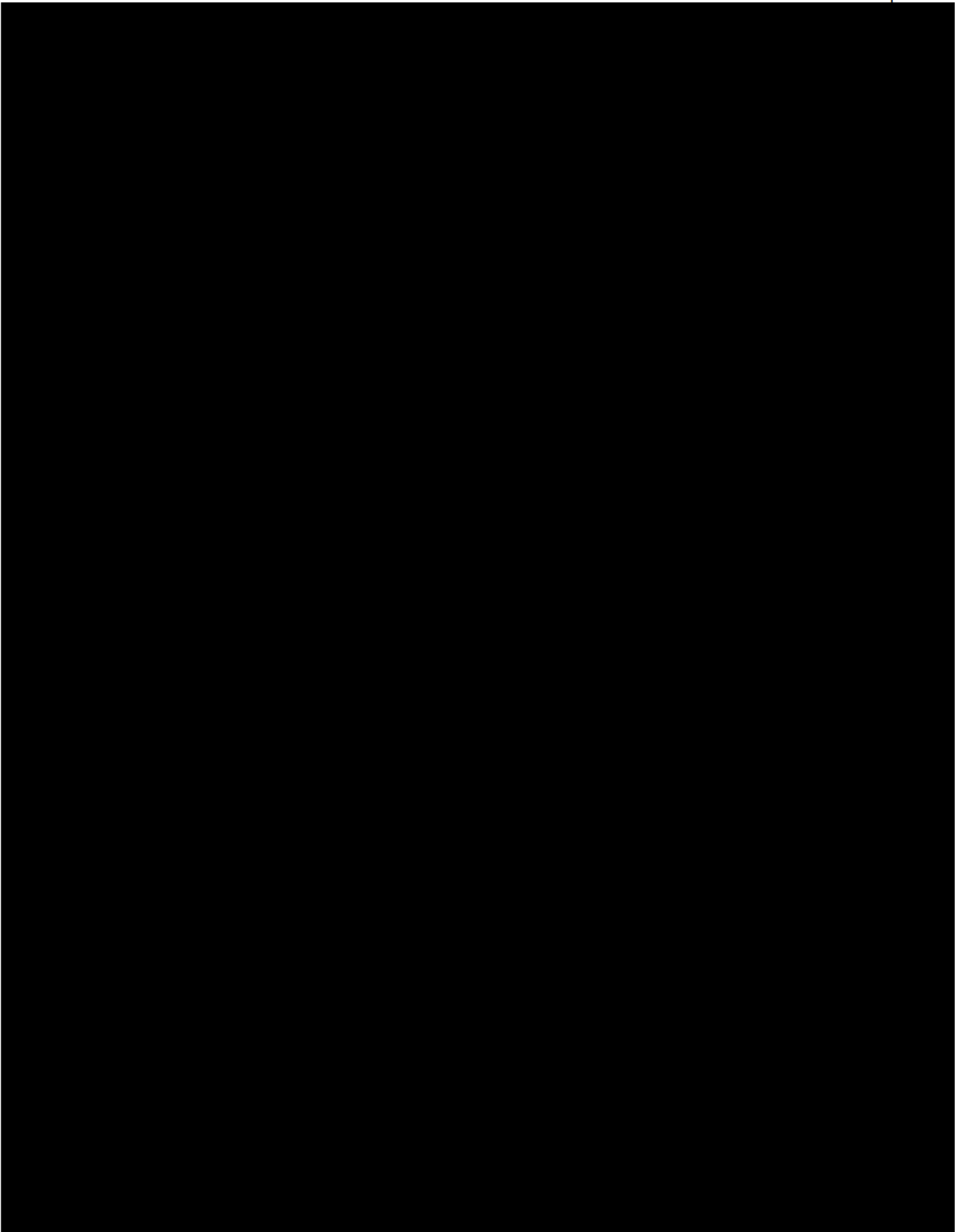
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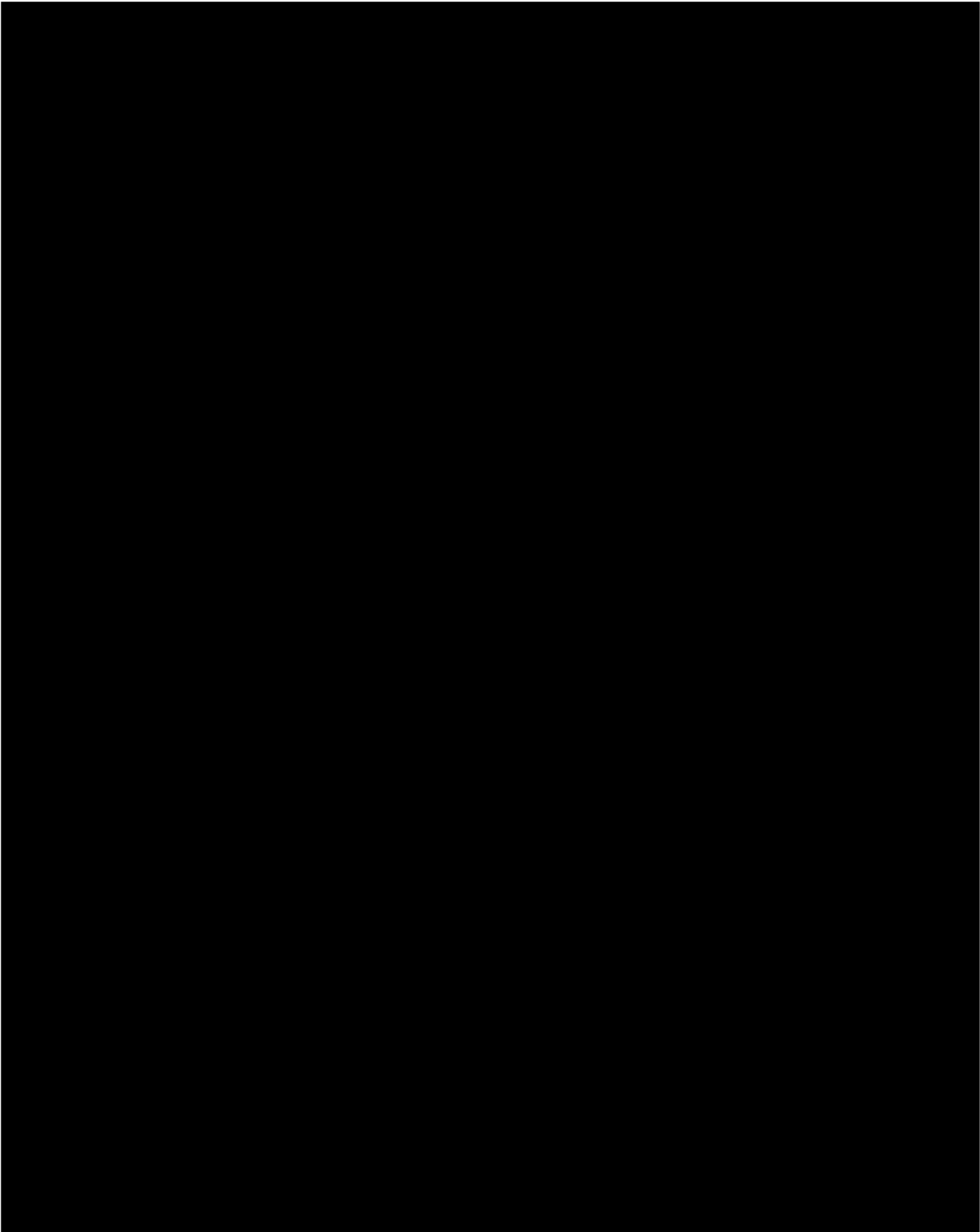
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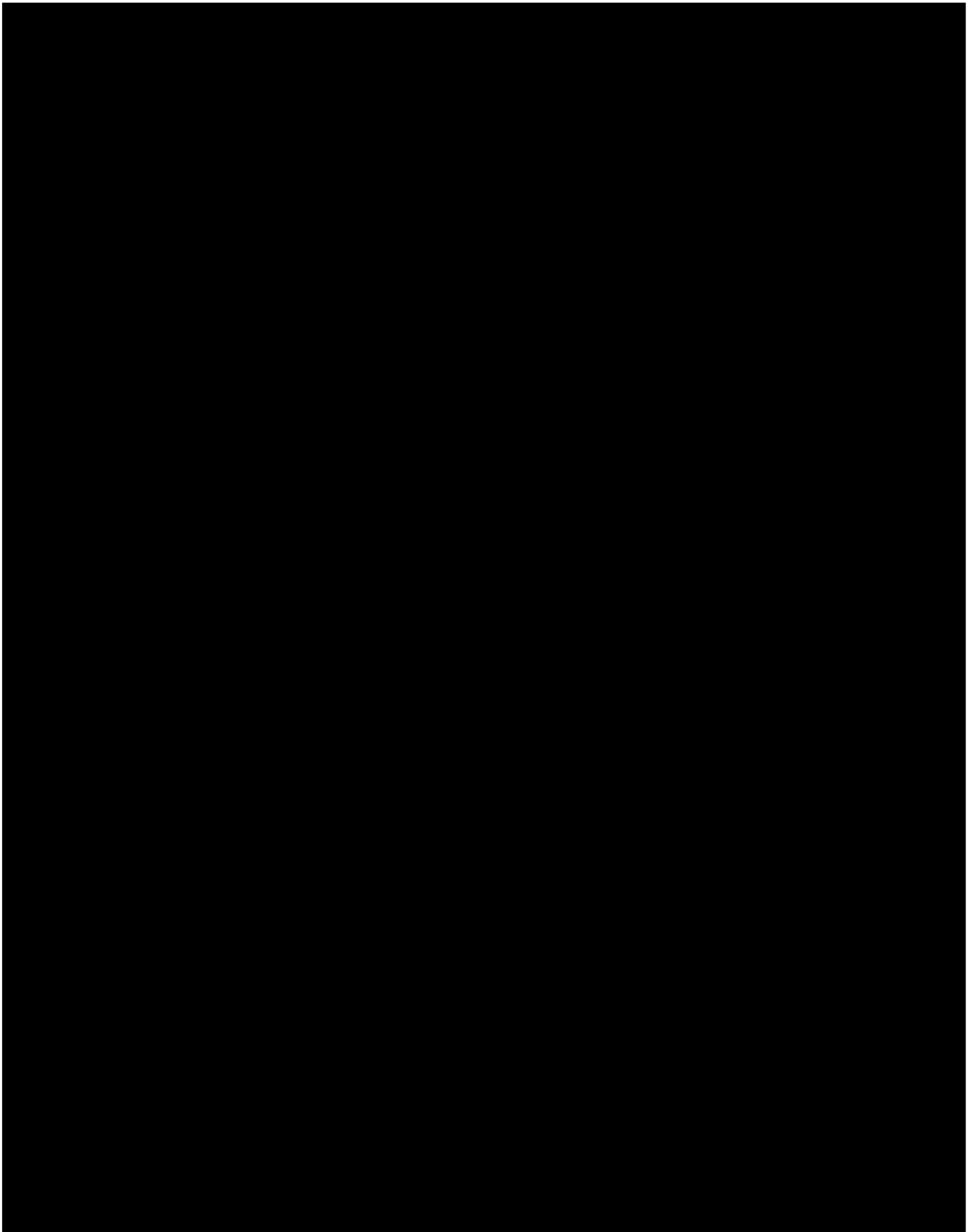
Appendix A Raw Materials Used in Wind Turbines

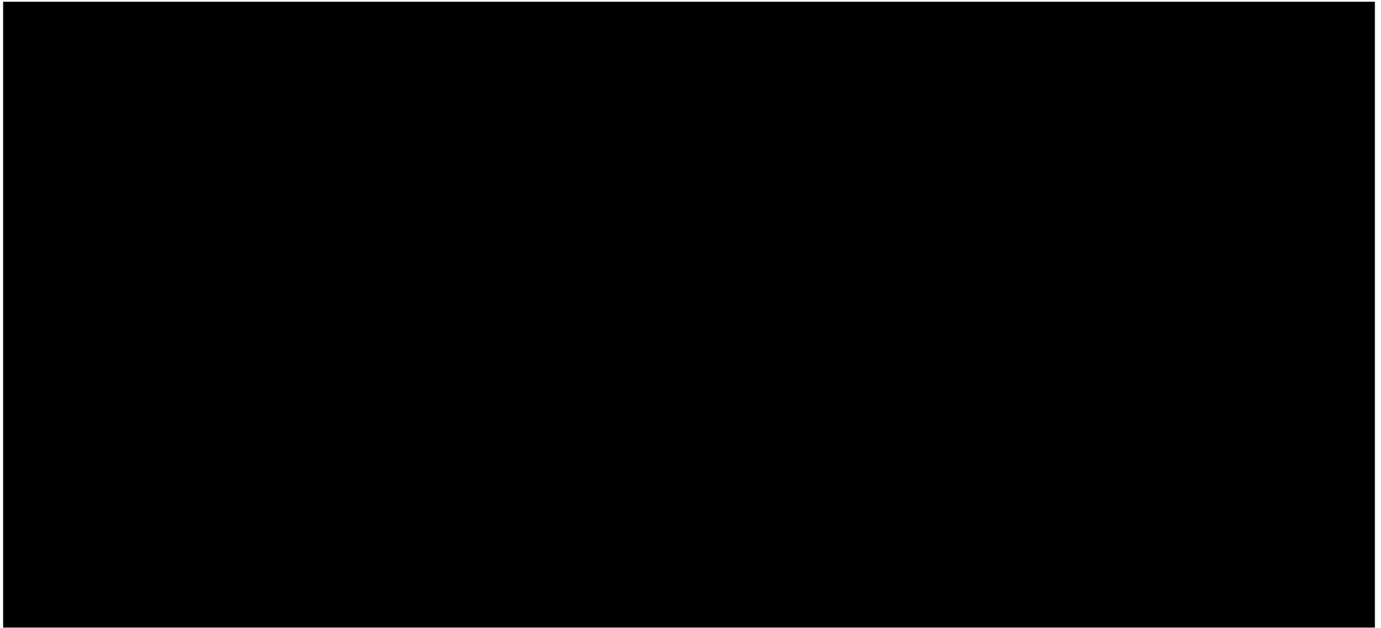


Appendix B List of Offshore Wind Component Manufacturers

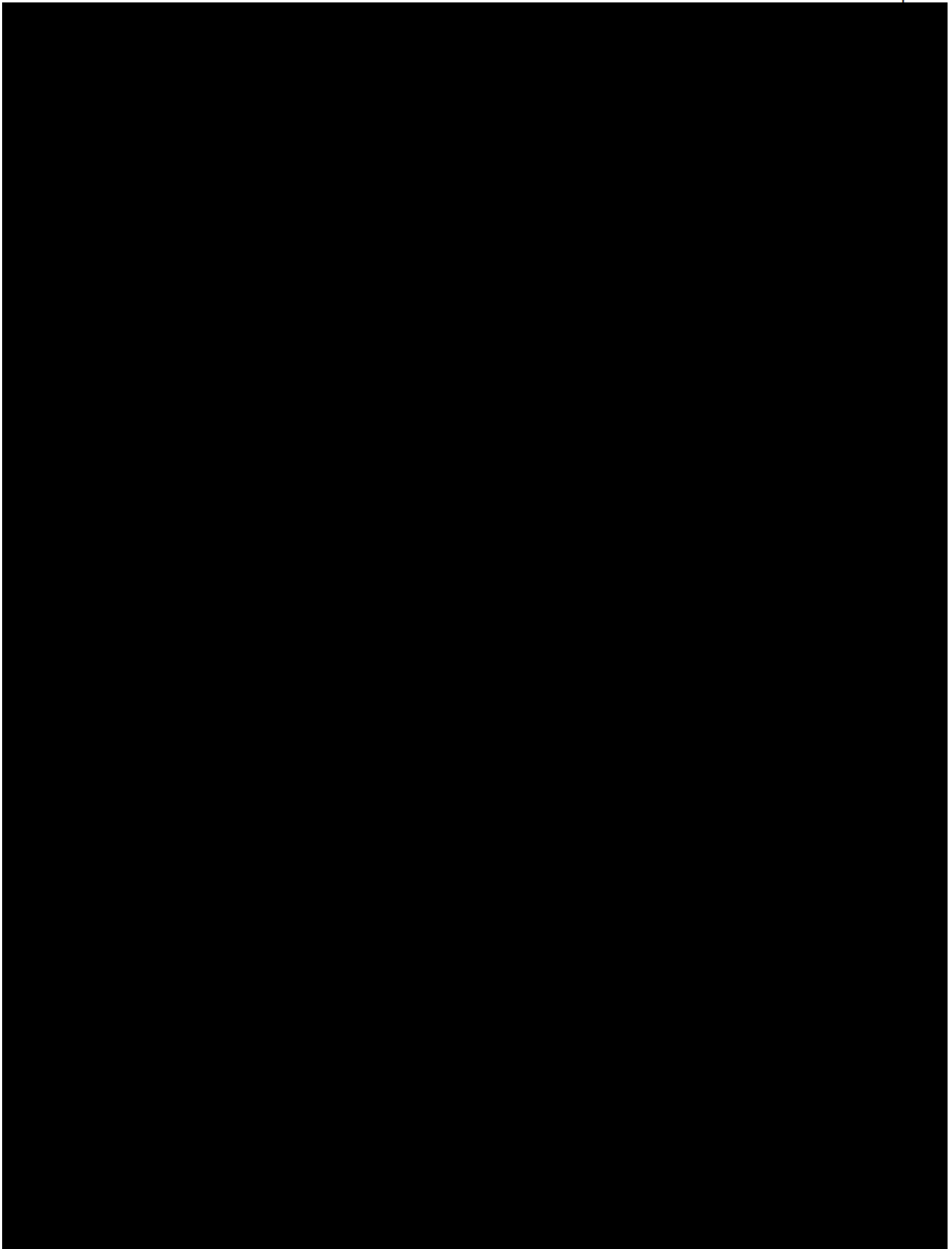


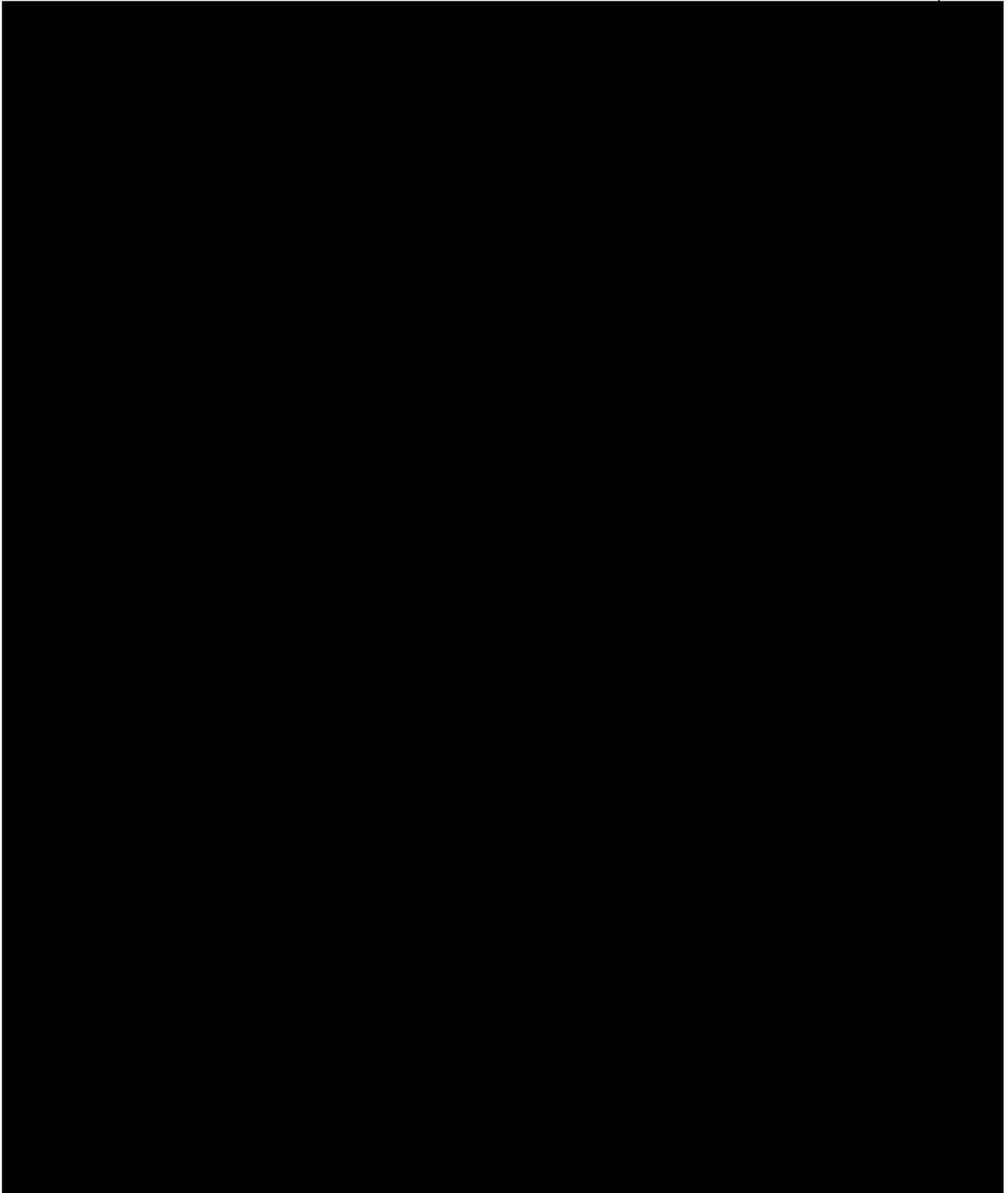




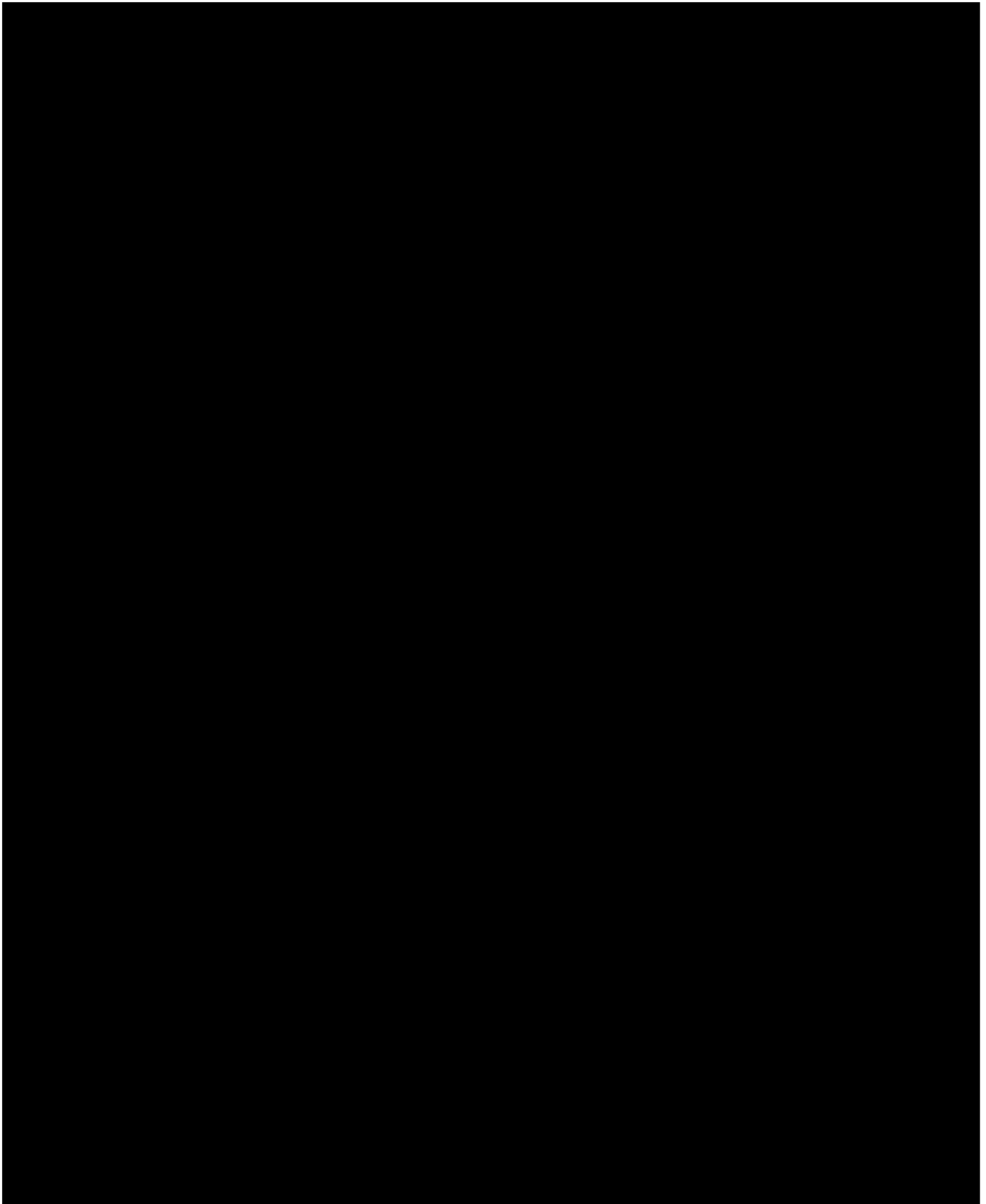


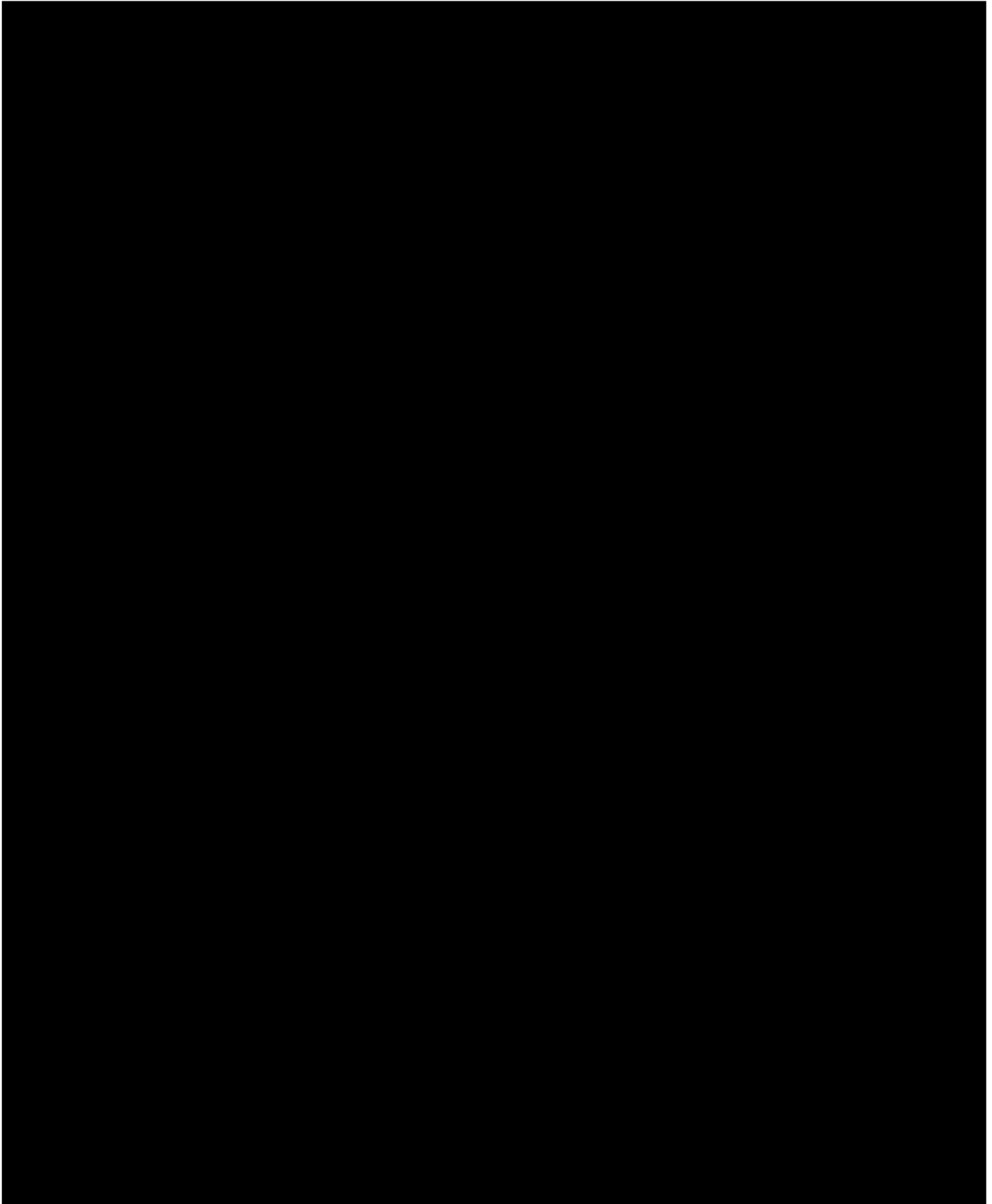
Appendix C US Offshore Wind Pipeline





Appendix D US Lease Area Auction Results





**Commonwealth of Massachusetts Executive Office of Energy and Environmental Affairs,
Department of Energy Resources Letter Re: Long-Term Contracts for Offshore Wind
Energy Generation Pursuant to Section 83C of Chapter 169 of the Acts of 2008 – D.P.U. 23-
42 dated May 2, 2023**



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF
ENERGY AND ENVIRONMENTAL AFFAIRS
**DEPARTMENT OF ENERGY
RESOURCES**

100 CAMBRIDGE ST., 9th FLOOR
BOSTON, MA 02114
Telephone: 617-626-7300

Maura T. Healey
Governor

Rebecca L. Tepper
Secretary

Kimberley Driscoll
Lt. Governor

Elizabeth Mahony
Commissioner

May 2, 2023

Mark D. Marini, Secretary
Department of Public Utilities
One South Station, 5th Floor
Boston, MA 02110

Re: Long-Term Contracts for Offshore Wind Energy Generation Pursuant to Section 83C of Chapter 169 of the Acts of 2008 – D.P.U. 23-42

Dear Secretary Marini:

The Massachusetts Department of Energy Resources (DOER) in coordination with Fitchburg Gas and Electric Light Company d/b/a Unitil (Unitil), Massachusetts Electric Company and Nantucket Electric Company, each d/b/a National Grid (National Grid), NSTAR Electric Company d/b/a Eversource Energy (Eversource), (collectively, Distribution Companies), jointly request the Department of Public Utilities (Department) approve the attached request for proposals (RFP) to solicit and enter into cost-effective Long-Term Contracts for Offshore Wind Energy Generation and associated Renewable Energy Certificates (RECs),¹ pursuant to Section 83C of Chapter 169 of the Acts of 2008 *et seq.*, as amended by the Energy Diversity Act and the Act Driving Clean Energy and Offshore Wind (Section 83C).² The RFP seeks to procure at least 400 MW and up to the maximum amount remaining of the statutory requirement of 5,600 MW of offshore wind energy generation under Section 83C, subject to the provisions hereof, and taking into account offshore wind energy generation under contract at the time when proposals are due, in any event not to exceed 3,600 MW.³ Bidders are allowed to offer proposals of at least 200 MW, and up to 2,400 MW, of offshore wind energy generation. The DOER, in consultation with the

¹ Long Term Contracts for Energy and RECs, and for RECs only, will include rights to all associated Environmental Attributes.

² St. 2016, c. 188, s. 12 amended St. 2008, c. 169, s. 83. This section was later supplemented by St. 2018, c. 227, s. 21(a), and amended by St. 2021, c. 24, s. 69 and St. 2022, c. 179, s. 60-61.

³ The statutory requirement is a total of 5,600 MW of Offshore Wind Energy Generation and the Distribution Companies have each entered into contracts and received final Regulatory Approval for their load-ratio share of approximately 2,000 MW of Offshore Wind Energy Generation, with another 1,200 MW of Offshore Wind Energy Generation pending resolution of an appeal.

Independent Evaluator (IE) (collectively, the Selection Team) may select any cost-effective project or portfolio of projects that meet the criteria outlined in the RFP; however, the Selection Team is not obligated to select any specific amount.

This is the fourth solicitation pursuant to Section 83C and is part of a staggered procurement schedule developed by the DOER, in coordination with the Distribution Companies, in accordance with the authority granted to DOER under Section 61 of Chapter 179 of the Acts of 2022 to require the Distribution Companies to jointly and competitively conduct offshore wind generation solicitations and procurements to ensure that the Distribution Companies jointly solicit and enter into cost-effective contracts for offshore wind energy generation equal to approximately 5,600 MW of aggregate nameplate capacity no later than June 30, 2027.

In furtherance of the requirements of Section 83C, the DOER, in coordination with the Distribution Companies, and in consultation with the Massachusetts Attorney General's Office (AGO) and IE, have developed this new RFP, a copy of which is submitted herewith as Attachment A.⁴ The RFP encompasses the timetable and method for solicitation of offshore wind energy generation in accordance with Section 83C. The RFP satisfies the requirements of Section 83C and will assist the Commonwealth with meeting its Global Warming Solution Act (GWSA) limits and sublimits. Section 83C requires: (1) the Distribution Companies, in coordination with DOER, to solicit proposals for offshore wind energy generation; and (2) provided that reasonable proposals have been received, the Distribution Companies shall enter into cost-effective long-term contracts for offshore wind energy generation. The standards and criteria set forth in this RFP are designed so that the proposals selected for contract negotiations will serve the interests of Section 83C by facilitating financing and being cost-effective to the Commonwealth's ratepayers over the terms of the contracts.

An evaluation team consisting of the DOER, the Distribution Companies, the Executive Office of Housing and Economic Development (EOHED) and the IE (the Evaluation Team) will evaluate proposals received from this solicitation. Specifically, proposals received will be subject to review by DOER and EOHED in consultation with the IE, and the Distribution Companies shall offer technical advice. The Distribution Companies may jointly negotiate contracts, and the DOER will have the opportunity to monitor contract negotiations between the Distribution Companies and selected bidder(s).⁵ Further, each Distribution Company intends to enter into a contract with the winning bidder(s) for its apportioned share of the energy and/or RECs being purchased from the bidder's project. The Distribution Companies may request approval from the Department of their respective contracts jointly or individually.

The expectation of the DOER and the Distribution Companies is that the Department's approval of the RFP will promote the transparency, consistency, and objectivity of the solicitation process. This will, in turn, greatly facilitate the Department's review of any subsequent individual

⁴ In addition, on February 10, 2023, the DOER issued a request for stakeholder comment regarding development of the RFP. All comments provided in response to DOER's request were posted publicly and may be accessed at: <https://macleanenergy.com/83c-iv/>.

⁵ A pro-forma contract will be posted to the <https://macleanenergy.com/83c-iv> website for review by stakeholders following the submission of this filing to the Department. It is not being submitted to the Department for formal approval, consistent with the Department's orders in D.P.U. 09-77, at 23-24, and D.P.U. 17-32, at 42.

contracts with the selected bidder(s) so that those contracts may be approved in an efficient and timely manner in furtherance of the objectives of Section 83C.

Independent Evaluator

As required by Section 83C, the DOER and the AGO have jointly selected, and the DOER has contracted with, an IE to monitor and report on the solicitation and bid selection process. The IE will do so to assist the DOER in determining whether a proposal is reasonable, and to assist the Department in its consideration of the Long-Term Contracts filed for approval.

In an effort to ensure an open, fair and transparent solicitation and bid selection process that is not unduly influenced by an affiliated company, Section 83C requires the IE:

- (1) To issue a report to the Department analyzing the timetable and method of solicitation and the solicitation process implemented by the Distribution Companies and the DOER, and include recommendations, if any, for improving the process; and
- (2) Upon the Department's review of a proposed long-term contract, to file a report with the Department summarizing and analyzing the solicitation and bid selection process, and providing the IE's assessment of whether all bids were evaluated in a fair and non-discriminatory manner.

To perform this role, the IE will have access to all information and data related to the solicitation and bid selection process, including any confidential information provided by bidders. The Department has the discretion to consider the IE's findings and may adopt its recommendations as a condition for approval. However, if the IE concludes in its findings that the solicitation and bid selection of a contract was not fair and objective, and that the process was substantially prejudiced as a result, the Department shall reject the contract per Section 83C.⁶

Overview of the Procurement Process

The Evaluation Team, with the assistance of an Evaluation Team Consultant,⁷ will receive the proposals, including confidential materials, and conduct an evaluation of the proposals.

Eversource and National Grid have executed Standards of Conduct documents attached to the RFP as Appendix F-1 and F-2.⁸ Under these Standards of Conduct, discussion of this RFP and any bid proposed in response thereto between personnel participating on the Distribution

⁶ DOER, at its discretion, may request the IE to monitor contract negotiations between the Distribution Companies and the winning bidder(s).

⁷ Non-refundable bid fees are used to offset the costs related to the evaluation of proposals and oversight of the Independent Evaluator. D.P.U. 19-45, at 58 (2019). For Round 4, the DOER and the EDCs have developed a bid fee remittance protocol for funding such costs.

⁸ Unitil does not have an affiliate that may bid in response to the RFP and therefore has not executed a Standard of Conduct. If there becomes a prospect that a Unitil affiliate will be a bidder, Unitil will execute a Standard of Conduct.

Company's Evaluation Team and personnel involved in the preparation of a proposal in response to this RFP on behalf of a Distribution Company affiliate is prohibited, other than as part of the discussions that are conducted as part of the RFP process (*e.g.*, bidder conferences or formal bidder Q&A), in accordance with the Standards of Conduct.

The Evaluation Team will consider the evaluation results and project rankings to determine projects to be considered for selection.

The Distribution Companies will be responsible for negotiation and execution of any final long-term contracts. The DOER will have the opportunity to monitor contract negotiations between the Distribution Companies and the selected bidders.

The procurement process has three stages of evaluation, as described in further detail in Section 2 of the RFP. In Stage One, proposals will be reviewed to ensure that they meet eligibility and threshold requirements. In Stage Two, proposals will be evaluated based on specified quantitative and qualitative criteria. In Stage Three, the Evaluation Team will conduct further evaluation of remaining proposals based on the Stage Two quantitative and qualitative evaluation criteria and additional factors at their discretion, to identify viable projects that provide cost-effective, reliable offshore wind energy generation with limited risk.

Solicitation Method

The DOER and the Distribution Companies will conduct this solicitation. Proposals received will be subject to review by the Evaluation Team. Responses to this RFP must be submitted contemporaneously to the entire Evaluation Team for joint evaluation consistent with the terms of the RFP. Proposals must be submitted in accordance with Section 1.7 of the RFP.

The Selection Team shall issue a final, binding determination of the winning bid or bids; provided, however, that the final executed contracts shall be subject to review by the Department. Following completion of Stage Three of the evaluation and prior to the Selection Team making a selection decision, the Distribution Companies shall indicate their preferences for project selection(s), including their reasoning, to the Selection Team. The Distribution Companies expect to coordinate their negotiation of the contracts and to jointly file the executed long-term contracts with the Department for approval prior to the long-term contracts becoming effective. The form Purchase Power Agreements (PPAs) may vary somewhat to accommodate the contracting requirements that are specific to each Distribution Company.

Solicitation Timetable

If the Department approves the method and timetable for solicitation and execution of the long-term contracts, as encompassed within the RFP, the Distribution Companies and the DOER will promptly issue the RFP to a wide range of potentially interested parties and post the RFP publicly on the macleanenergy.com website. As set forth in Section 3.2 of the RFP, a bidders' conference will be held approximately two weeks after the RFP is issued. Potential bidders will then have the opportunity to submit written questions regarding the RFP with responses posted to the MACleanEnergy.com website. See RFP, § 3.2.

Section 3.1 of the proposed RFP lists additional timeframes, as follows:

Event	Anticipated Dates
Issue RFP	xxx ⁹ , 2023
Bidders Conference	TBD
Deadline for Submission of Questions	TBD
Due Date for Submission of Confidential and Public Proposals	January 31, 2024
Selection of Projects/Commence Negotiations	June 12, 2024
Execute Long Term Contracts and MOU with DOER	August 14, 2024
Submit Long Term Contracts for Department Approval	September 18, 2024

This schedule sets out a fair process for bidders and sufficient opportunity for: (1) bid evaluation; (2) negotiation of cost-effective contracts that satisfy the criteria under Section 83C; and (3) submission of the resulting contract(s) to the Department for approval. Once the Department issues an order approving a Distribution Company's request for approval of an executed long-term contract(s) under Section 83C, the Distribution Companies shall notify the bidder(s). Each Distribution Company shall have the opportunity to terminate the long-term contract(s) if the Department's approval contains terms or conditions that are deemed to be unsatisfactory to the Distribution Company, in its sole discretion. See RFP, § 2.7.1.

DOER and the Distribution Companies respectfully request that the Department approve the timetable and method of solicitation contained in the proposed RFP. Upon the Department's approval, the DOER expects the Distribution Companies to issue the RFP as described above. The proposed RFP is the critical next step towards the procurement of cost-effective long-term contracts for offshore wind energy generation necessary to enable the Commonwealth to satisfy the important policy directives encompassed in Section 83C and to assist in achieving its GWSA limits.

Thank you for your attention to this matter. Please contact any of the following signatories if you have any questions regarding this filing.

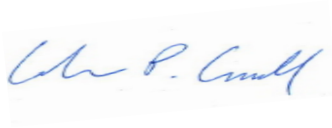
⁹ This date will be after the issuance by the Department of a final Order approving the RFP and will be determined at the discretion of the RFP Drafting Parties.

Filing Letter for Section 83C Request for Proposals
May 2, 2023
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Respectfully submitted,

DEPARTMENT OF ENERGY RESOURCES

By its attorneys,

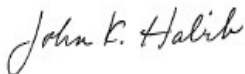


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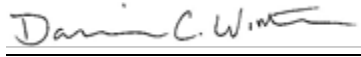
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Matthew Saunders, Office of the Attorney General
John Dalton, Independent Evaluator

REQUEST FOR PROPOSALS FOR LONG-TERM CONTRACTS FOR OFFSHORE WIND ENERGY PROJECTS

Issuance Date: TBD

Distribution Companies:

Fitchburg Gas & Electric Light Company d/b/a Unitil
Massachusetts Electric Company and Nantucket Electric
Company, each d/b/a National Grid
NSTAR Electric Company d/b/a Eversource Energy

Massachusetts Department of Energy Resources

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Definitions

“Affiliated Company” means an affiliated company as defined in Section 85 of Chapter 164 of the Massachusetts General Laws.¹

“Clean Peak Energy Certificate” (CPEC). A credit received for each megawatt hour of energy or energy reserves at NEPOOL GIS that is adjusted by applicable Clean Peak Energy Certificate Multipliers and provided during a Seasonal Peak Period that represents a compliance mechanism as defined in the regulations.

“Clean Peak Standard” has the meaning as outlined in 225 CMR 21.00

“Control Area” means a geographic region in which a common generation control system is used to maintain scheduled interchange of Energy within and outside the region.

“BOEM” means the United States Bureau of Ocean Energy Management and includes its successors.

“Coordination Announcement” shall mean a public announcement following RFP issuance but prior to the proposal submission deadline indicating if there are other New England state procurements with which DOER plans to coordinate regarding this solicitation.

“Deliver” or “Delivery” shall mean with respect to (i) Energy, to supply Energy into Buyer’s ISO-NE account at the Delivery Point in accordance with the terms of the Long-Term Contract and the ISO-NE Rules, and (ii) RECs, to supply RECs in accordance with the terms of the Long-Term Contracts and the ISO-NE Rules.

“Department of Energy Resources” or “DOER” means the Massachusetts Department of Energy Resources established by Section 1 of Chapter 25A of the Massachusetts General Laws.²

“Distribution Company” means a distribution company as defined in Section 1 of Chapter 164 of the Massachusetts General Laws.³

“DPU” means the Massachusetts Department of Public Utilities.

“Energy” means electric “energy,” as such term is defined in the ISO-NE Tariff, generated by the Generation Unit as measured in MWh in Eastern Prevailing Time as metered at the delivery point, which quantity will never be less than zero.

“Energy Diversity Act” means chapter 188 of the Acts of 2016, *An Act to Promote Energy Diversity*.

¹ <https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXXII/Chapter164/Section85>.

² <https://malegislature.gov/Laws/GeneralLaws/PartI/TitleII/Chapter25A/Section1>.

³ <https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXXII/Chapter164/Section1>.

“Energy Storage System” means a commercially available technology that is paired with the proposed Offshore Wind Energy Generation facility and is capable of absorbing energy, storing it for a period of time and thereafter dispatching the energy and which may be owned by an electric distribution company; provided, however, that an Energy Storage System shall: (i) reduce the emission of greenhouse gases; (ii) reduce demand for peak electrical generation; (iii) defer or substitute for an investment in generation, transmission or distribution assets; or (iv) improve the reliable operation of the electrical transmission or distribution grid; and provided further, that an Energy Storage System shall: (1) use mechanical, chemical or thermal processes to store energy that was generated for use at a later time; (2) store thermal energy for direct heating or cooling use at a later time in a manner that avoids the need to use electricity at that later time; (3) use mechanical, chemical or thermal processes to store energy generated from renewable resources for use at a later time; or (4) use mechanical, chemical or thermal processes to capture or harness waste electricity and to store the waste electricity generated from mechanical processes for delivery at a later time.⁴

“Environmental Attributes” means all present and future attributes under any and all international, federal, regional, state or other law or market, including without limitation all credits or certificates that are associated, either now or by future action, with the Offshore Wind Energy Generation, including but not limited to those provided for in 310 C.M.R. 7.75 and G.L. c. 25A, § 17.

“Environmental Justice Populations” shall have the definition established in the Massachusetts Executive Office of Energy and Environmental Affairs’ Environmental Justice Policy.⁵

“EOHED” means the Executive Office of Housing and Economic Development.

“Evaluation Team” means the Department of Energy Resources, the Distribution Companies and the Executive Office of Housing and Economic Development (EOHED) in consultation with the Independent Evaluator.

“Evaluation Team Consultant” means an entity or entities that will contract with one or more of the Distribution Companies to assist the Evaluation Team in the evaluation process.

“FERC” means the United States Federal Energy Regulatory Commission and includes its successors.

“Firm Energy Delivery” means dispatchable non-emitting energy provided in a long-term contract with guaranteed continuous availability at rated power for 1 or more discrete multi-day periods of extreme heat and cold weather, low non-dispatchable power production, or other grid contingencies, as designated by the department of energy resources, to ensure electric reliability and security in a zero-carbon electric system; provided, however, that “firm energy delivery” may include, but shall not be limited to, energy from multiple non-emitting energy generation resources and energy storage systems managed in a coordinated manner, in addition to other market services.

“Generation Unit” means a facility that converts a fuel or an energy resource into electrical

⁴ <https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXXII/Chapter164/Section1>.

⁵ Available at: <https://www.mass.gov/service-details/environmental-justice-policy>

energy.

“GIS” means the New England Power Pool (“NEPOOL”) Generation Information System or any successor thereto, which includes a generation information database and certificate system, operated by NEPOOL, its designee or successor entity, that accounts for generation attributes of electricity generated or consumed within New England.

“Independent Evaluator” has the meaning provided in Section 1.5.

“Indexed Price Bid” shall mean an alternative price bid as outlined in Section 2.2.1.5.

“Indexing Adjustment” shall mean a price adjustment to an Indexed Price Bid as outlined in Section 2.2.1.5.

“Interconnection Agreement” means an agreement pursuant to the relevant section(s) of the ISO-NE Tariff among the facility owner, the interconnecting utility and ISO-NE, as applicable, regarding the interconnection of a Generation Unit(s) to the transmission system, as the same may be amended from time to time.

“Interconnection Customer’s Interconnection Facilities” (“ICIF”) means all facilities and equipment located between bidder’s Offshore Wind Energy Generation facilities collector system step-up transformers and the point of change of ownership at the onshore interconnection, including any modification, addition, or upgrades to such facilities and equipment, constructed to physically and electrically interconnect the bidder’s Offshore Wind Energy Generation facilities to the onshore transmission system.

“ISO” or **“ISO-NE”** means ISO New England Inc., the independent system operator established in accordance with the RTO arrangements for New England, or its successor.

“Long-duration energy storage system” means an energy storage system, as defined in section 1 of chapter 164 of the General Laws, that is capable of dispatching energy at its full rated capacity for a period greater than 10 hours.⁶

“Long-Term Contract” means a contract for a period of 15 to 20 years for Offshore Wind Energy Generation; provided, however, that a contract may include terms and conditions for renewable energy credits associated with the offshore wind energy generation that exceed the term of generation under the contract.⁷

“MassCEC” is the Massachusetts Clean Energy Center.

“Mid-duration energy storage system” means an energy storage system, as defined in section 1 of chapter 164 of the General Laws, that is capable of dispatching energy at its full rated

⁶ <https://malegislature.gov/Laws/SessionLaws/Acts/2022/Chapter179>.

⁷ <https://malegislature.gov/Laws/SessionLaws/Acts/2022/Chapter179>.

capacity for a period greater than 4 hours and up to 10 hours.⁸

“Network Upgrades” means all modifications and additions to the existing onshore ISO-NE Pool Transmission Facilities (“PTF”) necessary to interconnect an Offshore Wind Energy Generation project that (i) satisfies all relevant requirements of the ISO-NE Network Capability Interconnection Standard (“NCIS”), (ii) satisfies all relevant requirements that are equivalent to the Capacity Capability Interconnection Standard (“CCIS”), and (iii) ensures the full delivery of the project’s proposed Offshore Wind Energy Generation delivery profile.

“New England Control Area” means New England Control Area as set forth in the ISO-NE Tariff.

“Offshore Delivery Facilities” means transmission or interconnection facilities constructed by an Offshore Wind Developer to transport Energy from Offshore Wind Energy Generation facilities to existing onshore ISO-NE Pool Transmission Facilities (“PTF”).

“Offshore Wind Developer” means a provider of electricity developed from an offshore wind energy generation project that is located on the Outer Continental Shelf, and for which no turbine is located within 10 miles of any inhabited area.⁹

“Offshore Wind Energy Generation” means offshore electric generating resources derived from wind that: (1) are Class I renewable energy generating sources, as defined in Section 11F of Chapter 25A of the General Laws; (2) have a commercial operations date on or after January 1, 2018, that has been verified by the Department of Energy Resources; and (3) operate in a designated wind energy area for which an initial federal lease was issued on a competitive basis after January 1, 2012.¹⁰ The quantity of Offshore Wind Energy Generation delivered shall be measured in MWh.

“Other Authorities” means United States federal agencies, state and local agencies and authorities, one or more regional transmission organizations, balancing authorities, or utilities in other Control Areas in which a Generation Unit(s) is located or through which its Energy may pass.

“Prospective Bidder” means an offshore wind leaseholder eligible to bid into the Section 83C solicitation, or a party directly involved in preparation of a bid with such a leaseholder.

“Rate Schedule” means Rate Schedule as set forth in 18 CFR §35.2(b).

“Renewable Energy Certificates” or **“RECs”** means all of the GIS Certificates and environmental benefits associated with New Class I RPS eligible resources as further defined in the Form PPAs.

⁸ <https://malegislature.gov/Laws/SessionLaws/Acts/2022/Chapter179>.

⁹ <https://malegislature.gov/Laws/SessionLaws/Acts/2016/Chapter188>.

¹⁰ <https://malegislature.gov/Laws/SessionLaws/Acts/2016/Chapter188>.

“Selection Team” means the Department of Energy Resources (DOER), in consultation with the Independent Evaluator.

“Service Agreement” has the meaning provided in 18 CFR §35.2(c)(2).

“Tariff” has the meaning provided in 18 CFR §35.2(c)(1).

“Third-Party Offshore Wind Developer” means any entity developing offshore wind energy generation facilities.

1. Introduction and Overview

1.1 Purpose of the Request for Proposal

Fitchburg Gas & Electric Light Company d/b/a Unitil (“Unitil”); Massachusetts Electric Company and Nantucket Electric Company, each d/b/a National Grid (“National Grid”); and NSTAR Electric Company d/b/a Eversource Energy (“Eversource”), as investor-owned electric distribution companies (collectively, “Distribution Companies” and each as “Distribution Company”) serving ratepayers in the Commonwealth of Massachusetts (“Commonwealth”), in coordination with the Massachusetts Department of Energy Resources (“DOER”), are collectively seeking reasonable proposals to enter into cost-effective Long-Term Contracts for Offshore Wind Energy Generation and associated RECs,¹¹ which must incorporate associated transmission costs, pursuant to Section 83C of Chapter 169 of the Acts of 2008 (“Section 83C”) *et seq.*, as amended by the Energy Diversity Act, and the Act Driving Clean Energy and Offshore Wind. In this Request for Proposals (“RFP”), the Distribution Companies are seeking to procure at least 400 MW and up to the maximum amount remaining of the statutory requirement under Section 83C of 5,600 MW of Offshore Wind Energy Generation, subject to the provisions hereof, and taking into account Offshore Wind Energy Generation under contract at the time when proposals are due, not in any event to exceed 3,600 MW.¹² Bidders are allowed to offer proposals of at least 200 MW up to 2,400 MW of Offshore Wind Energy Generation. The Selection Team may select any cost-effective project or portfolio of projects that meet the criteria outlined in the RFP; however, the Selection Team is not obligated to select any specific amount.

This is the fourth solicitation pursuant to Section 83C and it is part of a staggered procurement schedule developed by DOER, in coordination with the Distribution Companies, in accordance with the authority granted to DOER under Section 61 of Chapter 179 of the Acts of 2022 (“2022 Act”) to require the Distribution Companies to jointly and competitively conduct offshore wind generation solicitations and procurements to ensure that the Distribution Companies jointly solicit and enter into cost-effective contracts for Offshore Wind Energy Generation equal to approximately 5,600 MW of aggregate nameplate capacity not later than June 30, 2027.¹³ The Distribution Companies and DOER will issue subsequent solicitations within 24 months of the previous solicitations as necessary, consistent with Section 83C.

The terms of any Long-Term Contracts resulting from this solicitation will be finalized between the Distribution Companies and successful bidders based on the proposals

¹¹ Long Term Contracts for Energy and RECs, and for RECs only, will include rights to all associated Environmental Attributes.

¹² The statutory requirement is a total of 5,600 MW of Offshore Wind Energy Generation and the Distribution Companies have each entered into contracts and received final Regulatory Approval for their load-ratio share of approx. 2,000 MW of Offshore Wind Energy Generation, with another 1,200 MW of Offshore Wind Energy Generation pending resolution of appeal.

¹³ St. 2016, c. 188, s. 12 amended St. 2008, c. 169, s. 83. This section was later supplemented by St. 2018, c. 227, s. 21(a), and amended by St. 2021, c. 24, s. 69 and St. 2022, c. 179, s. 61.

submitted and selected in accordance with the process set forth in this RFP.¹⁴ This RFP includes form Power Purchase Agreements for Offshore Wind Energy Generation (“Form PPAs”), one for National Grid and another for Eversource and Unitil.

Section 83C requires the Distribution Companies, in coordination with DOER, to solicit proposals from developers of Offshore Wind Energy Generation projects in a fair and non-discriminatory fashion, and, provided that reasonable proposals have been received, enter into cost-effective Long-Term Contracts for Offshore Wind Energy Generation. The standards and criteria set forth in this RFP are designed so proposals selected for contract negotiations will serve the interests of Section 83C by furthering those projects that have a strong likelihood of being financed and constructed and that will provide a reliable and cost-effective source of long-term Offshore Wind Energy Generation to the Commonwealth.

Proposals received will be subject to review by DOER and the EOHED in consultation with an Independent Evaluator, and the Distribution Companies shall offer technical advice. This RFP outlines the process that DOER and the Distribution Companies plan to follow to satisfy their respective obligations under Section 83C and the 2022 Act, sets forth the timetable proposed by the DOER, in coordination with the Distribution Companies, regarding the solicitation process, provides information and instructions to prospective bidders, and describes the bid evaluation process that will be followed once bids are received.

1.1.1 Coordination of Solicitation with Other States

The Commonwealth of Massachusetts in consultation with the Distribution Companies will consider the participation of and coordination with other states on this solicitation as a means to achieve the Commonwealth’s Offshore Wind Energy Generation goals if such participation and coordination has a positive or neutral impact on Massachusetts ratepayers and would provide other benefits, including but not limited to, increasing project viability. If the Commonwealth determines that such participation and coordination provides a reasonable means to achieve its Offshore Wind Energy Generation goals cost effectively through multi-state coordination and contract execution, selected projects may be allocated, for example on a load ratio share basis, to one or more electric distribution companies in such state, subject to applicable legal requirements in the Commonwealth and the respective state.

DOER may issue a public Coordination Announcement following RFP issuance

¹⁴ The actual amount of Offshore Wind Energy Generation and/or RECs to be procured by each of the Distribution Companies is determined based upon each Distribution Company’s Massachusetts distribution load-share derived from the most recent full years data, which is from 2022:

National Grid	45.17
Eversource	53.66
Unitil	1.17%

indicating if there are other New England state procurements with which DOER plans to coordinate regarding this solicitation. If the planned coordination with other states would have implications for bid development for this solicitation, a Coordination Announcement will be issued with sufficient time prior to the proposal submission deadline for Bidders to incorporate the planned coordination into bid development.

1.2 The Framework Established Pursuant to Section 83C

The Section 83C solicitations and the enabling statutes recognize the necessity of the Commonwealth achieving the goals established pursuant to the Global Warming Solutions Act (the “GWSA”). The GWSA requires the Commonwealth to establish goals and meet targets for the reduction of greenhouse gas emissions by 2020, 2030, 2040, and 2050. The goals established by the Commonwealth specifically require achieving Net Zero greenhouse gas emissions by 2050 and intermediate reductions.

Under Section 83C, a Distribution Company, after consultation with DOER, may decline to pursue a contract if its terms and conditions would require the Long-Term Contract obligation to place an unreasonable burden on the company’s balance sheet; provided, however, that the Distribution Company shall take all reasonable actions to structure the contracts, pricing or administration of the products purchased under this section to prevent or mitigate an impact on the balance sheet or income statement of the Distribution Company or its parent company, subject to the approval of the DPU; and provided further, that mitigation shall not increase costs to ratepayers.¹⁵ All proposed Long-Term contracts are subject to the review and approval of the DPU prior to becoming effective.

As part of its review and approval process for any proposed Long-Term Contracts, Section 83C provides that the DPU must take into consideration recommendations from the Office of the Attorney General (“AGO”), which must be submitted to the DPU within forty-five (45) days following the filing of such contracts with the DPU. Section 83C further provides that the DPU shall consider both the potential costs and benefits of such contracts and shall approve a contract only upon a finding that it is in the public interest and is a cost-effective mechanism for procuring beneficial, reliable Offshore Wind Energy Generation on a long-term basis, taking into account the factors outlined in Section 83C, as further described below.¹⁶

Finally, if the DOER, in consultation with the Independent Evaluator as described in Section 1.5 below, determines that reasonable proposals were not received pursuant to this solicitation, DOER may terminate this solicitation. In addition, if a Distribution Company deems all proposals to be unreasonable, after consultation with the DOER, it shall submit a filing to the DPU supporting its decision to decline all proposals. This decision is subject

¹⁵ <https://malegislature.gov/Laws/SessionLaws/Acts/2022/Chapter179>.

¹⁶ <https://malegislature.gov/Laws/SessionLaws/Acts/2022/Chapter179>.

to DPU approval.

1.3 Solicitation by Distribution Companies in Coordination with the Department of Energy Resources

The Distribution Companies and DOER will conduct this solicitation. Proposals received will be subject to review by the Evaluation Team. As a result of this process, the Distribution Companies now issue this RFP, including associated bid forms, Form PPAs, and certain other documents. The purpose of this approach is to inform prospective bidders of bid submittal and evaluation requirements in order to facilitate the bidding process. Responses to this RFP must be returned to the Evaluation Team for joint evaluation consistent with the terms of this RFP. Bidders shall submit proposals contemporaneously to the entire Evaluation Team. Proposals must be submitted in accordance with Section 1.7 of this RFP.

The Selection Team shall issue a final, binding determination of the winning bid; provided, however, that the final contract executed shall be subject to review by the DPU. Following completion of Stage Three (as described below) of the evaluation and prior to the Selection Team making a selection decision, the Distribution Companies shall indicate their preferences for project selection(s), including their reasoning, to the Selection Team. The Distribution Companies expect to coordinate their negotiation of the contracts and to jointly file the executed Long-Term Contracts with the DPU for approval prior to the Long-Term Contracts becoming effective. The Form PPAs may vary somewhat to accommodate the contracting requirements that are specific to each Distribution Company.

1.4 Overview of the Procurement Process

The Evaluation Team, with the assistance of the Evaluation Team Consultant, will receive the proposals, including confidential materials, and conduct an evaluation of the proposals.

Eversource and National Grid have executed the Standard of Conduct documents attached as Appendix F-1 and F-2 to this RFP.¹⁷ Under these Standards of Conduct, discussion of this RFP and any bid proposed therein between personnel participating on the Distribution Company's Evaluation Team and personnel involved in the preparation of proposals in response to this RFP on behalf of a Distribution Company affiliate shall be prohibited, other than as part of discussions that are conducted as part of the RFP process (e.g., bidder conferences or formal bidder Q&A), in accordance with the Standard of Conduct.

The Evaluation Team will consider the evaluation results and project rankings to determine projects to be considered for selection.

¹⁷ Unitil does not have an affiliate that could potentially bid and, therefore, has not executed a Standard of Conduct. If the prospect arises of a Unitil affiliate becoming a bidder, Unitil will execute a standard of conduct.

The Distribution Companies will be responsible for negotiation and execution of any final Long-Term Contract. DOER will have the opportunity to monitor contract negotiations between the Distribution Companies and selected bidders.

The procurement process has three stages of evaluation, as described in further detail in Section 2 of this RFP. In Stage One, proposals will be reviewed to ensure that they meet eligibility and threshold requirements. In Stage Two, proposals will be evaluated based on specified quantitative and qualitative criteria. In Stage Three, the Evaluation Team will conduct further evaluation of remaining proposals based on the Stage Two quantitative and qualitative evaluation criteria and, at their discretion, additional factors, to ensure selection of viable projects that provide cost-effective, reliable Offshore Wind Energy Generation with limited risk.

1.5 Independent Evaluator

DOER and the AGO, as required by Section 83C, have jointly selected, and DOER has contracted with an Independent Evaluator to consult with DOER to select the winning bidder(s), monitor and report on the solicitation and bid selection process. The Independent Evaluator will assist DOER in determining whether a proposal is reasonable and assist the DPU in its consideration of the Long-Term Contracts filed for approval.

In an effort to ensure an open, fair, and transparent solicitation and bid selection process that is not unduly influenced by an Affiliated Company, Section 83C requires the Independent Evaluator:

- (1) To issue a report to the DPU that analyzes the timetable and method of solicitation and the solicitation process implemented by the Distribution Companies and DOER; and
- (2) Upon the opening of an investigation by the DPU into a proposed Long-Term Contract, to file a report with the DPU that summarizes and analyzes the solicitation and bid selection process and provides an independent assessment of whether all proposals were evaluated in a fair and non-discriminatory manner.

To perform this role, the Independent Evaluator will have access to all information and data related to the solicitation and bid selection process, including any confidential information provided by bidders. The DPU has the discretion to consider the Independent Evaluator's findings and may adopt its recommendations as a condition for approval. However, if the Independent Evaluator concludes that the solicitation and bid selection of a contract was not fair and objective, and the process was substantially prejudiced as a result, the DPU shall reject the contract per Section 83C.¹⁸

¹⁸ DOER, at its discretion, may request the Independent Evaluator to monitor contract negotiations between the Distribution Companies and a winning bidder.

1.6 Communications Between the Evaluation Team and Bidders and Filing Protocol

Except for the Prospective Bidders' Conference (see Section 3.2 below), all pre-bid contact with prospective bidders and other interested parties will be via the Distribution Companies' website at **MACleanEnergy.com**, and email address MAREP83C@gmail.com. All questions must be submitted by email, and responses will be coordinated by the Evaluation Team and posted on the Distribution Companies' website.

Proposals will be submitted directly to the Evaluation Team at the electronic addresses set forth in Appendix H to this RFP. Each proposal must be submitted to the entire Evaluation Team. Following the submission of proposals, communications regarding specific proposals will be between the Evaluation Team and the bidder. Following bid submission, each bidder is responsible to keep the Evaluation Team informed on a timely basis about the status of their proposed projects throughout the evaluation process, and as applicable, the contract negotiation process, and the related DPU or other proceedings, (including, but not limited to, status updates in obtaining permits, financing, site control and interconnection), but these communications shall not include revisions to the bidder's proposals, unless directed by the Evaluation Team. Any bidder communications must be provided to the entire Evaluation Team by submission to the email address referenced above. For further information on updating proposals, please refer to Section 3.5.

1.7 Proposal Submission Deadline/ Proposal Effectiveness

The timeline for the bidding process following the issuance of this RFP until the Confidential Proposal Submission Deadline, as well as the schedule for other steps in the process, including anticipated approval by the DPU, is set forth below in Section 3.1 of this RFP.

1.7.1 Confidential Proposal Submission Deadline

January 31, 2024 at 12:00 (noon) EDT.

Public Proposal Submission Deadline

Bidders shall submit their Public Proposal with the Confidential Proposal. If a bidder does not elect to redact any confidential information pursuant to Section 1.7.4, then the Confidential Proposal shall be considered the public version of the proposal.

1.7.2. Proposal Validity

Proposals shall be valid, without modification except as allowed in this RFP, until August 14, 2024, unless otherwise extended by mutual agreement between the bidder(s) and the Distribution Companies.

1.7.3. Submission Requirements

Bidders must submit separate electronic submission of the public version of each proposal and shall also submit separate electronic submission drives of the un-redacted confidential version to the contacts in Appendix H to this RFP. The public version of the proposal may be redacted to remove only the information vital to the bidder's business that qualifies for confidential treatment pursuant to the Commonwealth's requirements described in Appendix E to this RFP. Bidders are strongly encouraged to minimize redactions to the extent possible and only redact commercially sensitive and proprietary business information. Each proposal shall contain the full name and business address of the bidder and the bidder's contact person and shall be signed by an authorized officer or duly authorized representative of the bidder. Bidders must sign the original proposal and include copies of the signature page with the proposal. The full name and business address of the bidder must be included in the public version of the proposal(s).

1.7.3.1.Public Versions of Proposals

Each proposal must be submitted publicly, with only confidential material vital to the bidder's business redacted at the bidder's option, to the Evaluation Team. This public version will be posted on the public website **MACleanEnergy.com** shortly after the Proposal Submission Deadline. The electronic submission should prominently include the words "Public Version" to alert the Evaluation Team that the version will be publicly posted. The Public Proposals must be complete in all respects other than the redaction of confidential information. Complete proposals must include a properly completed Certification, Project and Pricing Data ("CPPD") Form, although at the bidder's option the CPPD submitted as part of the public version may be a PDF instead of a working Excel file, so long as the bidder submits the unredacted CPPD form as a working Excel file with the confidential version of the proposal. If there is conflicting information between the information in the CPPD and information in other forms, then the information in the CPPD will be used in the evaluation. Information elsewhere in the bid cannot be used by the bidder to modify or qualify any information in the CPPD.

The Evaluation Team will not redact the public versions of proposals. Anything submitted in the public version will be made AVAILABLE TO THE PUBLIC.

1.7.3.2.Confidential Versions of Proposals

If a bidder elects to redact any confidential information in the public version of its proposal(s), it must also submit an unredacted, complete version of the proposal(s). The confidential version of the proposal must include the CPPD forms as a working Excel file, with all required information included. The confidential version of the proposal will be treated as confidential and sensitive information by the Evaluation Team, subject to the treatment of confidential information discussed in Section 1.7.4 of this RFP.

1.7.4. Confidential Information

Bidders must clearly identify all confidential or proprietary information in their submissions, including but not limited to pricing. Only legitimate non-public proprietary or sensitive information may be considered confidential, and bidders should not designate any portions of their proposal confidential that do not merit confidential treatment. The Evaluation Team shall use commercially reasonable efforts to treat the confidential information that it receives from bidders in a confidential manner and will not use such information for any purpose other than in connection with this RFP. Additional information concerning the confidentiality of information provided to DOER is included in Appendix E to this RFP. DOER will protect any confidential information to the extent possible under applicable public records law. As part of the bid evaluation process, the Evaluation Team expects to disclose bid information to the Evaluation Team Consultant, to DOER's consultant, to ISO-NE and to personnel of one or more Other Authorities, including other relevant Massachusetts state agencies to assist DOER in its evaluation, on a need-to-know basis. The Independent Evaluator will also have access to all proposal information in performing its role. Depending upon the evaluation of proposals received, the Evaluation Team may seek permission from bidders to share proposals with other individuals or entities, subject to a confidentiality agreement.

In all such cases, the Evaluation Team will work with bidders on developing appropriate means to protect and limit disclosure of confidential information. Bidders, however, should be aware that the Distribution Companies and DOER will disclose the pricing of the contracts that are filed for approval at the DPU. If any other confidential information is sought in any regulatory or judicial inquiry or proceeding or pursuant to a request for information by a government agency with supervisory authority over any of the Distribution Companies, reasonable steps shall be taken to limit disclosure and use of said confidential information through the use of non-disclosure agreements or requests for orders seeking protective treatment, and bidders shall be informed that the confidential information is being sought. The bidder shall be responsible for filing, submitting, and/or providing to the Distribution Companies for such filing or submission, any motions or other pleadings (including associated affidavits, etc.) for protective orders or other relief to seek protection of the confidential information, but may not object to the disclosure of the pricing of the contracts that are filed for approval at the DPU.

Similarly, bidders shall use commercially reasonable efforts to treat all confidential information received from the Evaluation Team or individual entities serving on the Evaluation Team or the Evaluation Team Consultant in a confidential manner and will not, except as required by law or in a regulatory or judicial proceeding, disclose such information to any third-party or use such information for any purpose other than in connection with this RFP; provided, however that if such confidential information is sought in any regulatory or judicial proceeding, the bidders shall take reasonable steps to limit disclosure and use of said confidential information through the use of non-disclosure agreements or requests for orders seeking protective treatment, and shall inform the Evaluation Team that the confidential information is being sought.

In the event confidential information is submitted to the Evaluation Team and confidential treatment is not afforded by a governmental agency or other entity exercising

proper authority, the entities and individuals on the Evaluation Team, any consultants, and the Independent Evaluator shall not be held responsible. Each member of the Evaluation Team and the Independent Evaluator, as well as their employees, agents, and consultants, shall be held harmless for any release of confidential information as long as commercially reasonable efforts to protect the information have been followed. In any event, each member of the Evaluation Team, the Evaluation Team Consultant and the Independent Evaluator, as well as their employees, agents, and consultants, shall be held harmless for any release of confidential information made available through any public source by any other party.

1.7.4.1. Confidential Information Sharing Authorization for ISO-NE and Certain Government and Other Authorities Personnel

ISO-NE will, and Other Authorities (including but not limited to state economic development and environmental agencies) may, be requested to provide information to the Evaluation Team concerning proposals as part of the proposal evaluation process. Information classified as Critical Energy/Electric Infrastructure Information (“CEII”) will only be shared with members of the Evaluation Team and the Independent Evaluator, who are cleared to receive CEII by ISO-NE or any applicable Other Authorities. By participating in this RFP, bidders agree that ISO-NE and the Other Authorities may release information related to the projects, which may otherwise be considered confidential under the relevant rules or policies of such organizations, to the Evaluation Team and the Independent Evaluator.

The Bidder shall provide written confirmation of its consent for the sharing of this information as part of the bidder certification form, and, if requested by the Evaluation Team, the bidder shall specifically request that ISO-NE and/or any of the Other Authorities provide this information to the Evaluation Team and shall pay any costs imposed by ISO-NE or any of the Other Authorities associated with providing that information. Failure to comply with this request will result in disqualification of the bid. The Evaluation Team will treat the information provided as confidential as described above in accordance with the Confidential Information policies and practices described in Section 1.7.4. of this RFP.

1.7.5. Appendices

All bidders shall sign and submit attached Appendix C to this RFP with their proposals. **A proposal will be considered incomplete unless the required Appendix C to this RFP is signed and submitted with the proposal.**

Appendix A	Bidders Response Package
Appendix B-1	Form of Power Purchase Agreement (National Grid)
Appendix B-2	Form of Power Purchase Agreement (Eversource and Unitil)
Appendix C	Certification
Appendix D	Procurement Statutes
Appendix E	Confidential Information

Appendix F-1	Standard of Conduct - National Grid
Appendix F-2	Standard of Conduct – Eversource
Appendix G	Commitment Agreement
Appendix H	Bid Submittal Instructions
Appendix I	Deliverability Constraint Analysis
Appendix J	Environmental and Socioeconomic Impact Criteria
Appendix K	Explanation of Allowable Phasing
Appendix L	Form Memorandum of Understanding (MOU) with DOER and MassCEC

1.8 Bidder Certification

An authorized officer or other duly authorized representative of a bidder is required to certify by the submission of its proposal that:

1. The bidder has reviewed this RFP, and has investigated and familiarized itself with respect to all matters pertinent to this RFP and its proposal;
2. The bidder's proposal is submitted in compliance with all applicable federal, state and local laws and regulations, including antitrust and anti-corruption laws;
3. The bidder is bidding independently and has no knowledge of non-public information associated with a proposal being submitted by another party in response to this RFP other than a proposal submitted: (a) by an affiliate of that bidder or (b) for a project in which that bidder is also a project proponent or participant, which, in each case, must be disclosed in writing to the Evaluation Team with each such bidder's or affiliated bidder's proposal;
4. The bidder has no knowledge of any confidential information associated with the development of this RFP;
5. The bidder's proposal has not been developed utilizing knowledge of any non-public information associated with the development of this RFP;
6. The bidder has not obtained any confidential bidding-related information directly or indirectly from any of the Distribution Companies, in preparation of its bid;
7. Except as disclosed by the bidder in the relevant portions of its response, the bidder is not an Affiliated Company of any Massachusetts investor-owned electric Distribution Company and no Distribution Company that is seeking proposals pursuant to this RFP has a financial or voting interest, controlling or otherwise, in the bidder or the bidder's proposed project;
8. The bidder accepts that confidential information about their proposal may be shared with any members of the Evaluation Team (including their respective consultants), the Evaluation Team Consultant, the Independent Evaluator, ISO-NE, or Other Authorities personnel;
9. The bidder shall abide by/accept all rules and protocols put in place to maintain a fair, competitive, and transparent solicitation process; and
10. The bidder will continue to observe these requirements throughout the RFP process.

1.9 Changes or Cancellations

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, any and all of which shall be without any liability to any members of the Evaluation Team. Any changes to or cancellations of this RFP will be posted on **MACleanEnergy.com**.

1.10 Non-Refundable Bid Fees

Each project shall be required to pay a non-refundable bid fee which will be used to offset Distribution Companies' and DOER's costs for the evaluation of proposals and oversight of the process by the Independent Evaluator. The minimum bid fee will be \$600,000. This bid fee includes one pricing offer. Each additional pricing offer, including any alternative Indexed Price Bid, will require an additional non-refundable fee of \$25,000. The fee for an additional pricing offer only applies for variations in pricing for the same project. For all other cases an additional bid fee of \$50,000 is required. For clarity, if there are changes to any physical aspect of a project, including but not limited to project size, technology type(s), Energy Storage System, production/delivery profile, in-service date, or delivery location then a non-refundable bid fee of \$50,000 is required. Bid fees must be wired to the Distribution Companies, allocated to each Distribution Company in accordance with the allocation percentages applicable pursuant to the instructions contained in Appendix H to this RFP. The bid fee must be wired no later than the Confidential Proposal Submission Deadline, as defined in Section 1.7.1. No applications will be reviewed without a bid fee. Before bidders submit their proposals and bid fees, they are strongly encouraged to verify that the bid submittal meets all the requirements of this RFP. The Distribution Companies will forward the portion of bid fees required to offset DOER's evaluation costs and costs for the Independent Evaluator upon verification that proper bid fees were received. Submission of bid fees does not obligate the selection of any project.

If the total amount of the bid fees collected is not adequate to cover the cost of the evaluation, the Distribution Companies may seek recovery of that shortfall through retail rates. If this RFP is terminated, uncommitted bid fees will be returned. **In no other event will any portion of the bid fees be refunded, without regard to whether a bid is selected, or the stage of the evaluation at which a bid may be no longer considered.**

2. Bid Evaluation and Selection Criteria and Process

2.1 Introduction/Overview of the Process

The review of proposals will occur in three stages. In Stage One, proposals will be reviewed to ensure that they meet eligibility and threshold requirements. In Stage Two, proposals will be evaluated based on specified quantitative and qualitative criteria. In Stage Three, the Evaluation Team will conduct further evaluation of remaining proposals based on the Stage Two quantitative and qualitative evaluation criteria and, at their discretion, additional factors, to ensure selection of viable projects that provide cost-effective, reliable Offshore Wind Energy Generation with limited risk.

The Evaluation Team reserves the right, at any stage, to disqualify and eliminate from further consideration any proposal that the Evaluation Team reasonably believes does not meet the requirements set forth below. During any stage of the process, if the Evaluation Team determines that any proposal is deficient and/or missing applicable information, the Evaluation Team may, at its discretion, notify the respective bidder, and provide that bidder a reasonable opportunity to cure the deficiency and/or supply the missing information.¹⁹ However, it is the bidder's responsibility to ensure that all proposals are accurate and complete upon submission. Communication between the Evaluation Team and the bidder will be governed by Section 1.6 of this RFP.

2.2 Stage One

2.2.1 Eligibility, Threshold, and Other Minimum Requirements

Proposals that fail to meet one or more of the following eligibility requirements may be disqualified from further review and evaluation.

2.2.1.1 Eligible Bidder

An eligible bidder is a developer of Offshore Wind Energy Generation, or an entity in possession of the development rights to Offshore Wind Energy Generation.

2.2.1.2 Eligible Proposal Size

The Distribution Companies are seeking to procure at least 400 MW and up to the maximum amount remaining of the statutory requirement under Section 83C of 5,600 MW of Offshore Wind Energy Generation, subject to the provisions hereof, and taking into account Offshore Wind Energy Generation under contract at the time when proposals are due, not in any event to exceed 3,600 MW of Offshore Wind Energy Generation. This solicitation allows bidders to offer proposals from 200 MW up to 2,400 MW. The Selection Team may select any cost-effective project or portfolio of projects that meet the criteria outlined in the RFP; however, the Selection Team is not obligated to select any specific amount.¹⁴ There is no preferred bid size.²⁰

Eligible bidders submitting multiple alternative proposals must specify whether any of their proposals are negatively contingent upon any of their other proposals (i.e., eligible bidders must specify whether acceptance of a certain proposal or proposals will preclude

¹⁹ Any opportunity to cure a deficiency and/or supply missing information offered by the Evaluation Team will be subject to a limited response period consistent with the stage of the evaluation process and overall schedule identified in Section 3.1 of this RFP. The Evaluation Team will identify applicable response deadlines in its communications to bidders.

²⁰ Projects that bidders propose should be sized and designed to efficiently and cost-effectively use available lease area(s), interconnection point(s), transmission cabling, and other infrastructure required for the production and delivery of the Offshore Wind Energy Generation.

the Distribution Companies from accepting some other proposal(s) submitted by the same eligible bidder). Bidders may not submit proposals that are positively contingent on circumstances outside the acceptance of a proposal in this solicitation (e.g., proposals accepted in solicitations in other states). Bids cannot be contingent on prior approved long-term contracts.

Eligible bidders are not permitted to submit proposals that seek a commitment by the Distribution Companies to materially modify, amend, or terminate any long-term contract executed pursuant to Section 83C or make any other commitment outside this solicitation.

If a bidder proposes to construct an eligible project in phases, there will be limits to the number of phases allowed. In general, a project may not consist of more than 4 phases. Descriptions of additional phasing permutations and their allowability are discussed in Appendix K. Associated dates for commercial operation of each phase must be offered. As noted in Section 2.2.1.7 below, in recognition of the 15- to 20-year contract term, the Distribution Companies may issue multiple Long-Term Contracts for the selected projects developed in multiple phases. Bidders should specify their proposed timing of phases and proposed associated contracts.

2.2.1.3 Eligible Bids

An eligible bidder proposing to sell Offshore Wind Energy Generation and/or associated RECs pursuant to a Long-Term Contract must propose a price schedule for energy deliveries that conforms to this Section 2.2.1.3 and to Section 2.2.1.4 and Section 2.2.1.5 of this RFP.

All proposals must provide for a scheduled commercial operation date before January 1, 2032.

All proposals must include a commitment to interconnect to the ISO-NE Pool Transmission Facilities (“PTF”) at a level equivalent to the Capacity Capability Interconnection Standard, as defined by ISO-NE, and supporting information must accompany the proposal as described below.

The bidder must provide production/delivery profile schedules of Offshore Wind Energy Generation with each proposal. Bidders are encouraged to provide a production/delivery schedule that is as accurate as possible based on historical weather data and consistent with the expected upgrades proposed in their bids. In accordance with Section 83C, proposals must be cost effective for ratepayers over the duration of the Long-Term Contract.

Proposals may pair Offshore Wind Energy Generation with Energy Storage Systems that increase the benefits of the offshore wind project. Pairing in the context of this RFP means the inclusion of costs associated with the Energy Storage System with the

Offshore Wind Energy Generation, as described in Section 2.2.1.4, and providing an operational schedule for the proposed Energy Storage System according to the specifications described in Appendix A to this RFP. The operation of the Energy Storage System must be associated with the Offshore Wind Energy Generation and defined in the bidder's marked Form PPAs. The bidder proposing Offshore Wind Energy Generation paired with Energy Storage Systems must fill out the CPPD form such that the Offshore Wind Energy Generation profile (production/delivery profile) is provided both with and without operation of the Energy Storage System consistent with the proposed operational requirements and commitments. Bidders should propose Energy Storage operations that demonstrate the most value for Massachusetts ratepayers (e.g., by following the Commonwealth's anticipated load shape or delivering on peak). If a bidder proposes Energy Storage System pairing as an option to a bid without the Energy Storage System, this will be considered two separate bids by the Evaluation Team.

A seller of Offshore Wind Energy Generation who fails to deliver energy and/or RECs as agreed in its contract with the Distribution Company may be responsible for liquidated damages for the energy and/or associated RECs not provided, potentially in addition to other Distribution Companies' remedies in the event of a seller default. The Form PPAs included in Appendix B-1 and B-2 contain the terms and conditions for the sale of Offshore Wind Energy Generation and RECs.²¹

An Eligible Bidder's proposal to sell RECs or Offshore Wind Energy Generation and associated RECs pursuant to a Long-Term Contract must include the construction and operation of the Offshore Delivery Facilities, Network Upgrades, and all additional facilities required for delivery from the Offshore Wind Energy Generation facilities directly to the corresponding onshore ISO-NE PTF system facilities, and, if applicable, Energy Storage Systems.²² A proposal in which there will be a single point of interconnection and delivery will be considered a single bid. Similarly, a bid in which there will be two points of interconnection and delivery, with a specified allocation of energy delivered to each point of interconnection, will also be considered a single bid for evaluation purposes. For a proposal providing an additional unique and independent point(s) of interconnection and delivery as an alternative, such additional alternative will be considered a separate bid which will require an additional bid fee pursuant to Section 1.10. Proposals must provide for payment from the Distribution Companies to the bidder through an all-in price schedule for RECs or Offshore Wind Energy Generation and associated RECs, that includes the cost of such Offshore Delivery Facilities, as well as cost of associated Network Upgrades, and, if applicable, Energy Storage Systems, incorporated into the Long-Term Contract, and which is compliant with Section 2.2.1.4 of this RFP.

²¹ The National Grid form provides for an Event of Default and possible termination of the PPA in the event that the average operability of the Offshore Wind Energy Generation facility, as measured by ISO-NE, is significantly below a specified standard over rolling two-year periods.

²² Bidders should describe the extent to which their proposed interconnection design and location use the available interconnection point(s) and proposed transmission infrastructure efficiently.

Each bid submitted must also include a commitment to enter into a Voluntary Agreement, (see the Commitment Agreement as provided as Appendix G to this RFP). This Commitment Agreement includes a commitment that, in the event future Third-Party Offshore Wind Developers request interconnection service on the bidder's Interconnection Customer Interconnection Facilities ("ICIF"), bidder will negotiate in good faith and use commercially reasonable best efforts to enter into a Voluntary Agreement with such Third-Party Offshore Wind Developers regarding interconnection to and expansion of such ICIF to accommodate the Third-Party Offshore Wind Developer's request. Such a Voluntary Agreement must incorporate study, interconnection, delivery service, and other provisions at least as favorable to said Third-Party Offshore Wind Developers as the provisions of ISO-NE OATT Schedules 22 and 23 are to requesters of service thereunder.²³

2.2.1.4 Pricing Requirements; Conforming Forms of Pricing

- i. Pricing for Offshore Wind Energy Generation and associated RECs must conform to the following pricing requirements:
 - a. Pricing must be designed to recover all costs associated with the proposal, including but not limited to the cost of Offshore Wind Energy Generation, cost of Offshore Delivery Facilities, cost of Network Upgrades, and, if applicable, Energy Storage Systems.²⁴
 - b. A proposal to sell RECs or Offshore Wind Energy Generation and associated RECs must propose a price on a fixed \$/MWh and/or \$/REC basis, as applicable. Prices may be the same each year or change by a defined rate or amount over time. If bidders are proposing the pairing of an Energy Storage System, any applicable costs must be included in the proposal to sell RECs or Offshore Wind Energy Generation and associated RECs and must be on a \$/MWh and \$/REC basis, as applicable.

²³ As utilized in this RFP, "Voluntary Agreement" means a voluntary agreement as contemplated in FERC Order No. 807, 150 FERC ¶ 61,211 (2015), at PP 117-18 providing interconnection and/or delivery service to a Third Party Offshore Wind Developer without the need for a FERC order under Sections 210, 211, and 212 of the Federal Power Act ("FPA"). For the avoidance of uncertainty, note that the RFP does not require a bidder to waive any other rights under Order No. 807, including with respect to excess or unused capacity on its ICIF as initially constructed, such as those reserved by FERC regulations at 18 CFR §§ 35.28(d)(2)(ii)(A)-(B). Rather, the RFP requires only that a bidder pursue a voluntary agreement as discussed in FERC Order No. 807 at PP 117-118 if a third party requests studies and potential expansion of the bidder's ICIF to accommodate third party interconnection without the need for said third party to pursue its rights in the first instance via FPA Sections 210, 211, and 212. Such commitment to enter into a Voluntary Agreement (see the Commitment Agreement included as Appendix G hereto) ultimately executed by the winning bidder in favor of the Distribution Companies, as well as any future Voluntary Agreements, shall be filed with FERC for acceptance pursuant to FPA Section 205.

²⁴ The CPPD Form contains the calculation comparing the Proposal price with the nominal levelized price of the contract produced from the previous procurement. The Evaluation Team will utilize this calculation to determine Proposal eligibility and will not rely on any independent bidder calculations for nominal levelized price per MWh.

- c. Payments must be calculated on a \$/MWh and/or \$/REC basis for actual products delivered. No lump sum payments, pre-payments or fees shall be paid.
 - d. If a bidder is proposing a multi-phased project under multiple contracts (e.g., one for each phase), the nominal levelized price per MWh must be the same across all phases.
 - e. Proposals including Offshore Wind Energy Generation and RECs must provide separate prices for such Offshore Wind Energy Generation and RECs. 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.
 - f. Proposals for RECs only must be priced in \$/REC, and only RECs produced by the designated facility that conform to the RPS Class 1 eligibility criteria will be purchased.
 - g. Proposed prices must be firm and may not be subject to increase for any reason, including the unavailability of any federal or state government tax credits, incentives or other subsidies.
 - h. 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.
- ii. Under the terms of the Long Term Contract, in the event that the Locational Marginal Pricing ("LMP") for the Offshore Wind Energy Generation at the delivery point is less than \$0.00 per MWh in any hour, then the Buyer will purchase the Delivered Energy and/or RECs at the contract rate and Seller shall credit to Buyer, on the appropriate monthly invoice, an amount equal to the product of (i) such Offshore Wind Energy Generation Delivered in each such hour; and (ii) the absolute value of the hourly LMP at such Delivery Point.

iii. Additional Pricing Required by National Grid

Separate from the pricing for Offshore Wind Energy Generation and/or associated RECs proposed for the 15 to 20-year contract term, the bidder shall include additional pricing for providing National Grid with entitlement to its *pro rata* share of RECs produced by the bid facilities after the 15- to 20-year contract term. If the bidder proposes to provide such RECs to National Grid at no additional cost, they may be priced at \$0/REC. The pricing of these additional RECs will be considered by National Grid in determining whether it wishes to contract for them, as allowed by the definition of “Long-term contract.”²⁵

2.2.1.5 Alternative Indexed Pricing Option

Bidders may submit an alternative pricing option, an “Indexed Price Bid,” which will be subject to Indexing Adjustment as described in this section. The Indexed Price Bid proposal may only include changes to the project price and cannot alter other aspects of the proposal. If a Bidder is proposing multiple projects under this RFP, each unique project may include one Indexed Price Bid alternative.

The Indexed Price Bid is a fixed \$/MWh price for energy and RECs that will allow the bidder to construct and operate the project as proposed under the Bidder’s central set of assumptions about project costs. The Indexed Price Bid may be the same each year or change by a defined rate or amount over time.

An Indexing Adjustment will be applied to increase or decrease the Indexed Price Bid price by up to 15% based on the change in a set of macroeconomic and/or commodity indices (the “Composite Set of Indices”), which will be determined by the RFP Drafting Parties (the Indexing Adjustment Mechanism). The change in price due to the Indexing Adjustment will be limited to 15%, that is, it will be neither increased nor decreased more than 15%, even if a larger adjustment is indicated by the Composite Set of Indices. The Indexing Adjustment will occur one year following an Order from the DPU approving the long-term contracts resulting from this solicitation.

Following issuance of this RFP, DOER will coordinate with the Distribution Companies, AGO, and the Independent Evaluator to initiate a process to establish the Composite Set of Indices to be used for the Indexing Adjustment. An Independent Consultant will be retained to assist with the development of the Indexing Adjustment Mechanism. DOER and the Distribution Companies will make an informational filing at the DPU describing the finalized Indexing Adjustment Mechanism by August 31, 2023.

2.2.1.6 Bidder Disclosure of Affiliations and Affiliate Relationships

All bidders are required to disclose any and all affiliations and affiliate relationships, joint ventures or other project teams or associations, or wholly owned subsidiaries in such detail

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St. 2022, c.179, s.60, amending St. 2008, c. 169, Section 83B of the “Green Communities Act.”

as to allow the Evaluation Team to be able adequately determine the bidder's corporate structure as described in Appendix A to this RFP. Bidders are required to provide complete and accurate information. Any bidder failing to provide complete and adequate information will not be considered eligible under this solicitation.

In addition, bidders are required to disclose and document any and all direct and indirect affiliations and affiliate relationships, contractual, financial or otherwise, between the bidder and any of the Distribution Companies and their affiliates, including any relationship in which any of the Distribution Companies or their affiliates has a financial or voting interest (direct or indirect) in the bidder or the bidder's proposed project. These relationships would encompass, but are not be limited to:

- Corporate or other joint arrangements, joint ventures, joint operations whether control exists or not;
- Minority ownership (less than 50 percent (50%) investee);
- Joint development agreements;
- Project agreements;
- Operating segments that are consolidated as part of the financial reporting process;
- Related parties with common ownership;
- Credit, debenture, and financing arrangements, whether a convertible equity feature is present or not; and
- Wholly owned subsidiaries.

2.2.1.7 Contract Term

The contract term for Long-Term Contracts is defined by Section 83C as a contract for a period of 15 to 20 years. Within these statutory parameters, bidders are encouraged to make their own determination as to the product delivery term that best fits their needs while meeting the requirements of this RFP. In recognition of the 15 to 20-year contract term specified in Section 83C, and if projects are developed in multiple phases, the Distribution Companies will consider issuance of multiple contracts (but not to exceed four for any proposal). Bidders should state their proposed number and timing of contracts and phase sizes consistent with these requirements, Section 2.2.1.2 and Appendix K.

A Long-Term Contract for Offshore Wind Energy Generation may include terms and conditions for RECs associated with the Offshore Wind Energy generation that exceed the term of the generation under contract.

2.2.1.8 Capacity Requirements

- a. Each proposal must include a commitment to interconnect to the ISO- NE PTF at

- a Capacity Capability Interconnection Standard (“CCIS”) equivalent level. Each proposal must include a commitment to complete the Forward Capacity Auction Qualification (“FCAQ”) process set forth in Section III.13.1 of Market Rule 1 of ISO-NE’s Transmission Markets and Services Tariff, and to meet all FCAQ requirements in order to establish its ability to interconnect at this level. Each Bidder’s proposal must use the ISO-NE FCA Wind Qualification Template spreadsheet to approximate the qualified capacity associated with its proposed Offshore Wind Energy Generation project. The final amount of capacity to be requested and submitted by the bidder under the FCAQ will be determined in the ISO-NE FCA Wind Qualification Template spreadsheet, updated by the bidder with the required time series data for each of the most recent Capability Years for which there is supporting data at that time.
- b. Final determination of the subset of Network Upgrades required to support a bidder’s CCIS-equivalent interconnection will be determined by the ISO-NE under the FCAQ process. However, each proposal must include a realistic and specific plan to implement any transmission system upgrades or other work anticipated to be needed to achieve CCIS-equivalent interconnection, as identified under the FCAQ process. To the extent that ISO-NE studies have not yet been conducted to ascertain the portion of Network Upgrades and the associated costs required to achieve such CCIS-equivalent interconnection at the time of bidding, a bidder may include a preliminary non-binding overlapping impact study conducted by ISO-NE to identify the potential upgrades and associated costs that would be required by ISO-NE’s CCIS interconnection determination, or may identify such costs through relevant studies and analyses performed by bidders or their consultants that approximate the ISO- NE interconnection process. These studies and their supporting documentation, assumptions, and data must match closely ISO-NE study requirements for CCIS-equivalent interconnection. The Evaluation Team expects bidders to provide studies that are consistent with ISO-NE’s approach and that approximate what the ISO-NE results would be.
- c. Notwithstanding a. and b. above, once a bidder has completed the FCAQ process to establish the upgrades necessary to interconnect to the PTF at the CCIS level, it need not continue to obtain a Capacity Supply Obligation (“CSO”) or participate in any Forward Capacity Auction (“FCA”). Obtaining a CSO or participating in any FCA is at the discretion of the bidder. The Distribution Companies will not purchase capacity under the Long-Term Contracts, and bidders will retain any Forward Capacity Market (“FCM”) revenues received from ISO-NE.

2.2.1.9 Interconnection and Delivery Requirements

The delivery of Offshore Wind Energy Generation from a generation unit must occur throughout the term of the contract. Substitution of non-Offshore Wind Energy Generation is not allowed for delivery or firming of delivery. It is the responsibility of the bidder to satisfy the delivery requirement. The delivery point must be located so that Distribution Companies are not responsible for wheeling charges to move energy to the PTF. The

Distribution Companies will not be responsible for any costs associated with delivery other than the payment of the bid prices for energy (and associated RECs) delivered. Similarly, Distribution Companies will not be responsible for any scheduling associated with delivery.

The bidder will be responsible for all costs associated with and/or arising from: (a) qualification in the FCAQ and interconnecting its project to the PTF at both the Network Capability Interconnection Standard (“NCIS”) and a CCIS-equivalent level and (b) for ensuring that the Offshore Wind Energy Generation is recognized in ISO-NE’s settlement system as injected in the ISO-NE energy market at the specified and agreed delivery point. Regardless of whether or not the bidder elects to obtain a CSO and participate in the FCA, the bidder must complete any upgrades that are identified in the FCAQ process to interconnect at a level equivalent to CCIS.

Bidders must demonstrate that their proposed point of delivery into ISO-NE, along with their proposed interconnection and transmission upgrades, is sufficient to ensure full delivery of the proposal’s Offshore Wind Energy Generation profile (production/delivery profile) as submitted in their bids. Proposals must include all interconnection and transmission upgrade costs required to ensure full delivery of the proposed Offshore Wind Energy Generation profile, including transmission upgrades that may need to occur beyond the point of interconnection. The amount paid for any energy and/or RECs under the PPA will be reduced to reflect any costs related to Offshore Delivery Facilities, Network Upgrades, and/or the interconnection of the project to the transmission system of the interconnecting utility that are collected under the ISO-NE Tariff or ISO-NE rules or under any tariff or other cost recovery mechanism and that would have been paid by the bidder, i.e., under the tariffs and rules in place at the time of bid submittal but for that alternative collection arrangement. The production/delivery profile submitted by the bidder should reflect any remaining projected constraints or curtailments, if any, associated with the proposal (after inclusion of all Network Upgrades). If the subset of Network Upgrades associated with the NCIS and CCIS-equivalent interconnection standards is not sufficient for delivery of the proposed delivery profile, the bidder must either (i) identify additional upgrades necessary to ensure the proposed delivery profile and include the costs of those additional upgrades in the proposed Network Upgrades, or (ii) reduce the proposed delivery profile to reflect the Network Upgrades included in the proposal. Cost estimates and supporting studies must be provided for any additional upgrades that are not associated with the NCIS and CCIS-equivalent interconnection standards. It is expected that these additional upgrades will be instituted as elective transmission upgrades.

Regardless of the approach followed, bidders must demonstrate that their Offshore Wind Energy Generation profile is consistent with the Network Upgrades identified in their proposal and that their proposed interconnection and transmission upgrades are sufficient to support full delivery of their Offshore Wind Energy Generation profile.

At no time will one or more Distribution Companies assume the responsibility of Lead Market Participant, as defined by ISO-NE.

The generation unit shall comply with all ISO-NE and FERC interconnection requirements for generation facilities and interregional ties, as applicable. All RECs

associated with Offshore Wind Energy Generation and purchased pursuant to the Long-Term Contract must be delivered into the Distribution Companies' NEPOOL GIS accounts.

To meet this requirement, bidders must submit a plan that clearly demonstrates how Offshore Wind Energy Generation will be delivered from or by the proposed eligible project to the delivery point that is a PTF Node as outlined in Section 6 of Appendix A to this RFP.

The bidder must detail the status (and conclusions, as available) of interconnection applications and studies, as further described in Section 6 of Appendix A to this RFP.

All bidders must have filed interconnection requests for Capacity Network Resource service with ISO-NE as necessary and sufficient to gain a full understanding of the maximum expected interconnection costs for their proposed Offshore Wind Energy Generation capacity(ies).

Projects that have received their I.3.9 approval from ISO-NE must identify that approval and include documentation thereof in their proposal. Proposals for projects that do not have I.3.9 approval from ISO-NE must include an ISO-NE Feasibility Study or a study performed by a third party in accordance with the Network Capability Interconnection Standard as defined by ISO-NE Planning Procedure 5-6. All technical reports or system impact studies should approximate the ISO-NE interconnection process, including but not limited to clear documentation of study technical and cost assumptions, reasoning, and justification of such assumptions.

Projects with a Qualification Determination Notification ("QDN") from ISO-NE for their proposed capacity amount and commitment period as described in Section 2.2.1.8 of this RFP must include all QDN documentation in their proposal. All projects that do not have a QDN for their proposed capacity amount and commitment period must provide a study performed by ISO-NE or a third party in accordance with ISO-NE Planning Procedure 10 in order to prove ability to interconnect at the Capacity Capability Interconnection Standard. All technical reports or studies must reflect the current ISO-NE interconnection process and must also detail any assumptions with respect to projects that are ahead of the proposed project in the ISO-NE interconnection queue and any assumptions as to changes to the transmission system that differ from the current ISO- NE Regional System Plan. Proposals are strongly encouraged to include a scenario analysis in their studies that shows how changes in the project interconnection queue could impact their interconnection costs using the current ISO interconnection rules. Proposals are encouraged to include additional reports, analysis, and studies that support their interconnection and deliverability.

The burden is on bidders to provide the Evaluation Team with information, analysis, and studies required by the Evaluation Team in order to make a determination that the proposal includes all costs associated with completing the upgrades that would be required by ISO-NE's NCIS and CCIS. Bidders must provide adequate information and

analyses regarding the upgrades and must explain how the identified upgrades will satisfy this interconnection standard.

2.2.1.10 Optional Bids to Known Transmission Upgrades

DOER has submitted, individually and in coordination with other states, Concept Paper proposals for transmission and distribution system upgrades to the U.S. Department of Energy's ("U.S. DOE") Grid Innovation Program (GIP), which is outlined in Section 40103(b) of the 2021 Bipartisan Infrastructure Law. DOER may submit full applications for funding for one or more of these proposals by the U.S. DOE's deadline of May 19, 2023. These projects may include transmission system upgrades that would impact the interconnection capacity in Massachusetts for offshore wind projects.

If any such projects are submitted to the GIP, DOER will issue a Notice to Bidders following the May 19, 2023, deadline with information about the location and an overview of the projects. Interested bidders will then be allowed to, but not required to, develop and submit alternative bid proposals ("GIP Alternative Bid") under this RFP that assume the transmission upgrade project(s) submitted under the GIP are developed. The GIP Alternative Bid should include two pricing alternatives: (1) the price assuming that the GIP project is successfully developed; and (2) the price assuming the GIP project is not successfully developed. The Evaluation Team will evaluate, score, and rank the GIP Alternative Bid using the price assuming that the GIP project is successfully developed. The GIP Alternative Bid price assuming the GIP is not successfully developed may be evaluated as a sensitivity in Stage Three.

If any projects submitted by DOER to the GIP are selected for a funding award by the U.S. DOE, DOER will issue a second Notice to Bidders at least 60 days prior to the bid submission deadline with further details about the awarded projects to allow Bidders to integrate the project into a potential GIP Alternative Bid.

2.2.1.11 Deliverability Constraint Analysis

In addition to the studies and analyses provided pursuant to Section 2.2.1.9, above, bidders must also provide the additional deliverability constraint analysis described in Appendix I. Unlike the studies and analyses required by Section 2.2.1.9, the Appendix I constraint analysis required under this section is required for informational purposes, and bidders are not required to identify Network Upgrades or change other aspects of their bids to address any issues disclosed by this analysis, which is intended to identify constraints or potential constraints to help inform the Evaluation Team's quantitative modeling, including its understanding of general transmission issues.

The requirements of the analysis described in Appendix I are based in part on existing clean energy projects under contract in New England. If the status of any existing contract changes during the bid development period, modifications of the study requirements may be necessary. In such a situation, the Evaluation Team will issue a Notice to Bidders at least 60 days prior to the bid submission deadline detailing the modified study requirements.

2.2.1.12 Proposal Completeness: Bidder Response Forms, Form PPAs, Form Commitment Agreement, and Form MOU

Bidders must follow the instructions provided in Appendix A to this RFP and provide complete responses. Bidders are also required to fill out Appendix C to this RFP. Bidders are required to provide the information specified in each section of the CPPD. If any of the information requested is inconsistent with the type of technology or product proposed, the bidder should include “N/A” and describe the basis for this determination.

Appendices B-1 and B-2 to this RFP are the Form PPAs for this solicitation. Bidders must submit with their proposals marked versions of the Form PPAs showing their specific proposed changes to the Form PPAs. The marked Form PPAs should reflect any proposed phases of the project and/or need for multiple contracts (if a Bidder proposes two contracts for two phases, the markup should include both contracts). Bidders must submit any proposed changes to the Commitment Agreement or affirm its willingness to accept the form agreement as is. Bidders are discouraged from proposing any material changes or conditions to the Form PPAs and the Commitment Agreement, and the Distribution Companies have no obligation to accept any specific proposed changes or conditions.

Appendix L to this RFP is the Form Economic Development MOU with DOER and MassCEC for this solicitation. Bidders must submit with their proposals marked versions of the Form MOU 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. DOER and MassCEC reserve the right to propose and negotiate additional provisions with any selected Bidder to the Form MOU based on the specifics of the commitments outlined in the bid package for a selected project.

2.2.1.13 Bid Fees

Each applicant must submit the bid fee by the Confidential Proposal Submission Deadline for each proposed eligible project as described in Section 1.7.1 of this RFP.

2.2.2 Threshold Requirements

Proposals that meet all the eligibility requirements will be evaluated to determine compliance with threshold requirements, which attempt to screen out proposals that are insufficiently mature from a project development perspective; lack technical viability; impose unacceptable balance sheet impacts on the Distribution Companies; do not satisfy the minimum requirements set forth in Section 83C; are not in compliance with RFP requirements; or fail to satisfy minimum standards for bidder experience and ability to finance the proposed project. The threshold requirements for this RFP are set forth below.

2.2.2.1 Site Control and Related Agreements

The bidder must demonstrate that it has a federal lease issued on a competitive basis after

January 1, 2012, for an Offshore Wind Energy Generation site that is located on the Outer Continental Shelf and for which no turbine is located within 10 miles of any inhabited area. Further, the bidder must demonstrate that it has a valid lease, or option to lease, for marine terminal facilities necessary for staging and deployment of major project components to the project site. The bidder must also detail the proposed interconnection site and both the off-shore and the on-shore routes and describe what rights the bidder has to both as well as provide a detailed plan and timeline for the acquisition of any additional necessary rights. The bidder may identify alternative offshore and onshore routes to the proposed delivery point(s), describing the factors relevant to which route(s) will be ultimately selected. For each route the bidder must: (i) specifically describe the portions of the route for which the bidder has acquired sufficient rights to locate its Offshore Delivery Facilities proposed under section 2.2.1.3,²⁶ above, and associated onshore transmission and interconnection facilities, and (ii) provide a reasonable and achievable detailed plan (with a timeline) to acquire sufficient rights to the remainder of the necessary Offshore Delivery Facilities and onshore transmission and interconnection routes and locations. The required information and documentation shall include the following:

- i. Plans, including a map of the Offshore Wind Energy Generation site, a map showing the location of the marine terminal facility, the proposed water routes to the project site, a map of the proposed interconnection that includes the path from the Offshore Wind Energy Generation site to the onshore interconnection location, and all on-shore transmission and interconnection locations and details and associated Offshore Delivery Facilities. Maps should be of scales allowing identification of significant marine and terrestrial features, e.g., shellfish management areas, parks, highways, etc.;
- ii. A description and listing of all government-issued permits, approvals, and authorizations that have been obtained or need to be obtained for the use and operation of the Offshore Wind Energy Generation site, the proposed onshore interconnection and transmission locations, and associated Offshore Delivery Facilities and the location(s) of such facilities. Provide copies of any permits, approvals, and authorizations obtained, and a detailed plan and timeline to secure the remaining permits, approvals, and authorizations for all offshore and onshore routes;
- iii. A copy of each of the leases, agreements, easements, and related documents granting the right to use the Offshore Wind Energy Generation site, the marine terminal for deployment of major project components, and, if available, the transmission and interconnection locations (and applicable letters of intent if formal agreements have not been executed);
- iv. A copy of each of the related leases, agreements, easements, and related documents that have been obtained for the route of the Offshore Delivery Facilities proposed under section 2.2.1.3. above (and applicable letters of intent if

²⁶ Thus, site control information as described in this section must be provided for all Offshore Delivery Facilities associated with the bid.

formal agreements have not been executed); and,

- v. A description of the area surrounding any land-based project area, including the marine terminal for deployment of major project components and all transmission and interconnection facility locations, and a copy of each of the related leases, agreements, easements, and related documents that have been obtained (and applicable letters of intent if formal agreements have not been executed).

2.2.2.2 Technical and Logistical Viability

The bidder must demonstrate that the technology it proposes to use is technically viable. Technical viability may be demonstrated by showing that the technology is commercially available, is reasonably expected to be commercially available prior to the commencement of project construction or has been used successfully as outlined in Section 8 of Appendix A to this RFP.

The bidder must demonstrate the logistical viability of the project through a construction plan covering the necessary specialized equipment (e.g., vessels), applicable maritime law (e.g., the Jones Act), and local port facilities to complete project deployment.

2.2.2.3 Ability to Finance the Proposed Project

The bidder must also demonstrate the financial viability of the proposed eligible project, including the funding of development costs and the required development period security, the reasonableness of the transmission/network upgrades project scope and cost estimates, and the ability to acquire the required equipment in the time frame proposed (see Section 5 of Appendix A to this RFP).

The bidder must describe the assumptions made regarding forecast changes in project costs during the contract term, interest rates over the development period, key input commodity prices, and the methodology used to establish the project contingency amount. Bidder must explain why these assumptions are reasonable and describe and quantify how the project as proposed is designed to absorb sufficient risk to ensure the project can be successfully financed at the proposed price, including the Indexing Adjustment. This may include reviewing the dollar value and percent of the total project cost represented by the project contingency amount as well as description of the methodology used to establish this project contingency amount.

The bidder must also provide history of any financial difficulties by the bidder or any of its past or present affiliates which impaired the viability and/or financing of the development and construction of projects of similar type, size, and complexity of the proposed eligible project or other large scale renewable energy project, including any past terminated projects and claims of financial difficulties. The bidder must demonstrate how the proposed eligible project materially differs from any past projects and demonstrate fully the financial viability of the project as bid.

2.2.2.4 Bidder Experience

The bidder must demonstrate that it has sufficient relevant experience and expertise, as applicable, to successfully develop, finance, construct, and operate and maintain its proposed eligible project. Development, financing, and construction experience can be established by demonstrating that key member(s) of the bidder's development team have undertaken project management responsibilities, including:

1. Successful development and construction of a similar type of project; or
2. Successful development and construction of one or more projects of similar size or complexity or requiring similar skill sets; or
3. Experience successfully financing power generation or transmission projects (or demonstrating the financial means to finance the eligible project on the bidder's, eligible project developer's or eligible project owner's balance sheet).

The bidder should also demonstrate that it has relevant experience supporting similar projects in a state or federal regulatory or judicial forum. This experience can be established with examples of one or more key member(s) of the development team advocating in favor of a similar project in a regulatory proceeding, before a court, or in another tribunal. Also, 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. Operations and maintenance experience should be addressed as outlined in Section 11 of Appendix A to this RFP.

2.2.2.5 Providing Enhanced Electricity Reliability within the Commonwealth

Section 83C requires that the proposed project must demonstrate that it will "provide enhanced electricity reliability, system safety and energy security." This requirement can be satisfied by the bidder's agreement not to commit any qualifying capacity to any control area other than ISO-NE, even if capacity is not included in its bid, as described above. Bidders may provide other demonstrations that will be considered in determining whether this threshold requirement is satisfied.

2.2.2.6 Contribution to Reducing Winter Electricity Price Spikes

The project must demonstrate that the proposed project will contribute to reducing winter electricity price spikes.

2.2.2.7 Avoid Line Loss and Mitigating Transmission Costs to the Extent Possible and Ensuring that Transmission Cost Overruns, if any, are not Borne by Ratepayers

The proposed project must demonstrate its approach to avoiding line loss. Section 83C requires that any transmission cost overruns are not to be borne by ratepayers, which can

be satisfied by submitting a compliant bid in response to this RFP.

2.2.2.7.1 Abandonment Costs

Under no circumstances will the Distribution Companies be responsible for any abandoned plant costs or liability.

2.2.2.8 Adequately Demonstrate Project Viability in a Commercially Reasonable Timeframe

A bidder must demonstrate that its proposal can be developed, permitted, financed, and constructed within a commercially reasonable timeframe.

The proposal must include a schedule with reasonable detail that demonstrates that the bidder has provided sufficient time for the application for, and receipt of, necessary permits, approvals, other commitments, project financing, completion of design work, and equipment procurement and construction in order to credibly complete the project consistent with the proposed Commercial Operation Date, meaning that the project is more likely than not to come online by the date that is projected within the proposal. The bidder should include critical milestones in its markup to the Form PPAs that are consistent with its proposal and are reasonably achievable.

2.2.2.9 Contribution to Employment; Economic Development Benefits

Section 83C requires that a proposed project where feasible, create and foster economic development and quality, high-demand jobs in the Commonwealth. This requirement can be satisfied, for example, by demonstration via a showing of:

1. Employment benefits associated with the proposed project; or,
2. Other economic development benefits associated with the proposed project.

The Evaluation Team will consider a broad range of other economic development benefits that could be achieved by a proposed project. The proposal shall include a timeline of the short-term and long-term economic development benefits. The bidder must provide factual support for its employment and economic development projections and reflect any associated commitments in agreements with applicable governmental and nongovernmental entities.

Bidders committing to economic development benefits with specific commitments (e.g., specific grants or specific commitments to industries) that are included in the proposal but not reflected in agreements at the time of bidding will be required to negotiate and execute a contractual commitment (e.g., Memorandum of Understanding) with the applicable governmental entity or entities to ensure that the economic benefits are actually obtained and tracked. This contractual commitment will be required before the related Long-Term Contract(s) resulting from this solicitation are executed by the

Distribution Companies. Additionally, bidders will be required to negotiate and execute a Memorandum of Understanding (MOU) with DOER and MassCEC based on the Form MOU provided in Appendix L to memorialize the economic development commitments made in the bid package.

2.2.2.10 Utilizing an Appropriate Tracking System to Account and Enable for GWSA Goals

The proposed project must demonstrate that it will utilize an appropriate tracking system to ensure a unit specific accounting of the delivery of Offshore Wind Energy Generation, to enable the Department of Environmental Protection, in consultation with the DOER, to accurately measure progress in achieving the Commonwealth's goals under Chapter 298 of the Acts of 2008 or Chapter 21N of the General Laws.

2.2.2.11 Environmental and Fisheries Mitigation Plan

Section 83C requires that a proposed project include an initial environmental and fisheries mitigation plan for the construction and operation of such offshore wind facilities, including consideration of commercial, recreational and indigenous fishing rights. The plan shall include, but shall not be limited to: a detailed description of the best management practices and any on-site or off-site mitigation the applicant shall employ, informed by the latest science at the time the plan is made, that will avoid, minimize and mitigate impacts to wildlife, including, but not limited to: threatened or endangered species such as North Atlantic right whales, coastal and marine habitats; natural resources; ecosystems; and traditional or existing water-dependent uses, including, but not limited to, commercial and recreational fishing. The plan shall include pre-construction and post-construction monitoring to understand the effects of facilities on marine and avian species.

Section 83C also requires that the project must mitigate impacts to the marine environment by providing financial and technical assistance to support robust monitoring of wildlife and habitat through contributions to regional and tribal research efforts.

2.2.2.12 Benefits to Environmental Justice Populations and Low-Income Ratepayers in the Commonwealth

Section 83C requires that projects include benefits to environmental justice²⁷ populations and low-income ratepayers in the Commonwealth. The strengths of these benefits and robustness of the commitments shall be evaluated based on the criteria outlined in more detail in the Qualitative Evaluation section. Additionally, bidders will be required to negotiate and execute a Memorandum of Understanding ("MOU") with DOER based on the Form MOU provided in Appendix L to memorialize the commitments made in the bid package related to Environmental Justice and low-income ratepayer benefits.

2.2.2.13 Diversity, Equity and Inclusion

²⁷ As defined in the EEA Environmental Justice Policy, see: <https://www.mass.gov/service-details/environmental-justice-policy>

Section 83C requires that projects include opportunities for diversity, equity and inclusion, including, at a minimum, a workforce diversity plan and a supplier diversity program plan. The strengths of these benefits and robustness of the commitments shall be evaluated based on the criteria outlined in more detail in the Qualitative Evaluation section.

Offshore wind developers may consult with MassCEC as established in Section 19 of Chapter 179 of the Acts of 2022 in the development of diversity, equity and inclusion opportunity provisions within their proposals and MassCEC shall provide the offshore wind developer with feedback and recommendations.

Additionally, bidders will be required to negotiate and execute an MOU with DOER and MassCEC based on the Form MOU provided in Appendix L to memorialize the commitments made in the Diversity, Equity, and Inclusion Plan and provide mechanisms to report on progress on the Plan to MassCEC. Any selected bidders under this RFP will be required to provide MassCEC with complete, unredacted versions of their Diversity, Equity, and Inclusion Plans following selection.

2.2.2.14 Security Requirements

Proposals that are selected will be required to post security.

The required level of development period security for each Long-Term Contract is \$80,000 multiplied by the Contract Maximum Amount (as defined in the Draft Contract, Appendix B-1 and B-2 to this RFP) in MW for the generation unit. 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. The entire (100%) of the security must be provided at the time of contract execution. Security will be returned if the DPU does not approve the Long-Term Contract, so long as Bidder supports regulatory approval of the Long-Term Contract.

If a project is being developed in phases and under separate contracts, additional security equal to \$75,000/MW per Long Term Contract shall be required to secure the completion of all phases, to be provided at commercial operation of the first phase of the project and remain in place until all phases are complete.

Upon a project achieving commercial operation, the required level of security will decrease to \$40,000 multiplied by the Contract Maximum Amount (in MW) for the generation unit.

The Distribution Companies will not provide any financial security or parent guaranty under any circumstances.

The required security must be in the form of a letter of credit from a U.S. commercial

bank or the U.S. branch of a foreign bank, in either case having (i) assets on its most recent balance sheet of at least \$10 billion and (ii) a credit rating of at least A3/A-. More detail on the security requirements is included in the Form PPAs.

2.2.2.15 Unreasonable Balance Sheet Impacts

A Distribution Company may decline to pursue a contract if the contract's terms and conditions would result in a contract obligation that places an unreasonable burden on the Distribution Company's balance sheet after consultation with DOER. However, Distribution Companies shall take all reasonable actions to structure contracts, pricing or administration of the products purchased to prevent or mitigate impacts on the balance sheet or income statement of the Distribution Company or its parent company, subject to approval of the DPU. Mitigation of these measures must not increase costs to ratepayers. Each Distribution Company retains the right to make such a determination based upon the evaluation of particular proposals.

2.2.2.16 Facilitate Financing of Offshore Wind Energy Generation

Proposals that seek to qualify for consideration under Section 83C must demonstrate that the proposal advances the goal of Section 83C for the selection of cost-effective Long-Term Contracts that facilitate the financing of Offshore Wind Energy Generation resources. The bidder should specify how Long-Term Contracts resulting from this RFP process would either permit it to finance a project proposed in response to this RFP that would otherwise not be financeable or assist it in obtaining financing for its project.

2.3 Stage Two—Quantitative and Qualitative Analysis

Proposals that meet the requirements of Stage One will be subject to a quantitative and qualitative analysis in Stage Two, evaluating the costs and benefits of each proposal as a mechanism to procure reliable renewable energy on a long-term basis to the benefit of ratepayers. The results of the quantitative and qualitative analyses will be a relative ranking and scoring of all proposals. Stage Two scoring will be based on a 100-point scale. Proposals will be scored with up to 70 points for quantitative factors and up to 30 points for qualitative factors for purposes of conducting the Stage Two evaluation. The 30 points for qualitative factors will be split between 15 points for Economic Development and Project Impact criteria and 15 points for Bidder Experience and Project Viability criteria. The assessment of qualitative points for the Bidder Experience and Project Viability criteria may include both positive and/or negative points, up to 10 negative points in total, and may result in a score above and/or below zero.

As part of the Evaluation, a separate numeric score for each bid's economic development commitments and for plans for financial and technical assistance to support wildlife and habitat monitoring will be generated by the Evaluation Team during the Qualitative Evaluation.

2.2.3 Quantitative Evaluation

Proposals will be evaluated on their direct and indirect economic and environmental costs and benefits to ratepayers as detailed in the following sections. Any Indexed Price Bids will be evaluated and ranked separately from non-indexed bids in the Stage Two quantitative evaluation using the unadjusted bid price. The Indexed Price Bids with up to 15% increase or decrease will be evaluated as part of the Stage Three evaluation.

2.2.3.1 Direct Contract Costs & Benefits

Proposals will be evaluated on both direct contract price costs and benefits and other costs and benefits as outlined below to retail consumers. Direct contract price costs and benefits for evaluation may include, but may not be limited to:

- i. Offshore Wind Energy Generation will be evaluated on a mark-to-market comparison of the price of any eligible Offshore Wind Energy Generation under a contract to projected market prices at the delivery point with the project in-service;
- ii. RPS Class I eligible RECs from the Offshore Wind Energy Generation resources projected to be used for RPS and Clean Energy Standard compliance by the Distribution Companies or Massachusetts retail electric suppliers will be evaluated using a comparison of the contract prices of such RECs to the avoided REC prices projected for the market without the proposed project in-service. Any RPS Class I eligible RECs from the Offshore Wind Energy Generation resources projected to be in excess of Massachusetts requirements will be valued using a comparison of the contract REC prices to the projected REC market prices with the proposed project in-service;
- iii. Offshore Wind Energy generation resources will be evaluated on the value of their ability to produce and supply CPECs to meet customer needs if such value is reliably quantifiable and meaningful; and
- iv. The direct benefits of any applicable Energy Storage System will be evaluated in accordance with (i), (ii) and (iii) above.

2.2.3.2 Other Costs & Benefits to Retail Consumers

The quantitative evaluation process will include an evaluation of additional economic and environmental costs and benefits of the proposals to ratepayers in the Commonwealth, which may include, but may not be limited to:

- i. The impacts of changes in LMP paid by ratepayers in the Commonwealth, taking into consideration contracts already executed by the Distribution Companies;
- ii. The impacts on RPS and/or Clean Energy Standard compliance costs paid by ratepayers in the Commonwealth;
- iii. Additional impacts, if any, from the proposal on the Commonwealth's GHG emission rates and overall ability to meet GWSA requirements will be evaluated using an economic proxy value for their contribution to GWSA requirements, as

determined by the Evaluation Team;

- iv. Indirect impacts, if any and to the extent the Evaluation Team determines such impacts are reliably quantifiable, for retail ratepayers on the capacity or ancillary services market prices with the proposed project in service;
- v. The impact on contributing to reducing winter electricity price spikes;
- vi. Indirect impacts for retail ratepayers on CPEC market prices, if any and to the extent the Evaluation Team determines such impacts are reliably quantifiable and meaningful, with the proposed project in service; and
- vii. Indirect impacts from additional project capacity under agreement for contract to third-party off-takers (e.g., businesses, nonprofit organizations, municipalities or municipal aggregations).

The reference case system topology will be based on the most recent ISO New England Capacity, Energy, Load and Transmission (“CELT”) report. The evaluation process will include an evaluation of benefits using the outputs from an electric market simulation model or models.

2.2.3.3 Quantitative Evaluation Metrics

The quantitative evaluation will use as the quantitative evaluation metric real levelized dollars per megawatt-hour (\$/MWh), or another metric to be determined by the Evaluation Team prior to evaluation of the bids. For purposes of computing the net benefits for each proposal, a discount factor of 6.59% will be used, which is the weighted average value of the Distribution Companies’ cost of capital. For purposes of comparing bids of different sizes, the Evaluation Team may determine an estimate of avoided costs of Offshore Wind Energy Generation that might be procured in the future (under Section 83C) for proposals that are less than the maximum amount remaining of the statutory requirement under Section 83C.

The Offshore Wind Energy Generation production/delivery profile provided by the bidder will be evaluated for reasonableness. The Evaluation Team and the Evaluation Team Consultant will also evaluate the reasonableness of cost estimates associated with transmission system upgrades. The bidder is responsible for providing support for the basis for all estimates and underlying assumptions. The Evaluation Team reserves the right to adjust any bidder production/delivery profile or estimated cost (i.e., use a different profile or additional transmission system upgrade costs that may be required to ensure full delivery of energy, and RECs to the Distribution Companies) or any other estimate in order to produce a reasonable and appropriate evaluation. Proposals that fail to provide sufficient supporting documentation or information necessary to produce a reasonable and appropriate evaluation may be eliminated from further evaluation.

2.2.4 Qualitative Evaluation

The qualitative evaluation will consist of the factors mandated by Section 83C as well as factors deemed important by the Evaluation Team as detailed below. All qualitative criteria, including the economic development commitments and the plans for financial

and technical assistance to support wildlife and habitat monitoring, will be reviewed, evaluated, and given a separate numeric score by the Evaluation Team.

The Qualitative Evaluation will allocate up to thirty (30) total points as part of the Stage Two Evaluation, of which up to fifteen (15) points will be allocated to Bidder Experience and Project Viability criteria and up to fifteen (15) points will be allocated to Economic Development and Project Impact criteria. The assessment of qualitative points for the Bidder Experience and Project Viability criteria may include both positive and/or negative points, up to 10 negative points in total, and may result in a score above and/or below zero.

Economic Development and Project Impact Criteria (15 points)

2.2.4.1 Economic Benefits to the Commonwealth

Description of how the project will maximize, to the extent feasible, economic development and employment contributions to the Commonwealth. Proposals must, where feasible, create and foster economic development and quality, high-demand jobs in the Commonwealth. Proposals will be subject to review by EOHD.

Preference shall be given to projects which demonstrate benefits from:

- Direct, specific and measurable employment and contracting benefits associated with the proposed project, including descriptions of the type, duration, and salary bands of employment created.
- Employment opportunities for members of federally recognized and state acknowledged tribes in the Commonwealth, workers from low-income communities and certified minority-owned and women-owned small business enterprises in the Commonwealth, as well residents of any Environmental Justice neighborhoods impacted by the project;
- Investment in workforce development to support the offshore wind industry, which may include partnerships with proximate vocational and technical schools, community colleges, labor groups, and community-based organizations to create paid training, internship, apprenticeship programs and educational programs paired with transitional work opportunities.
- Community Benefits Agreements and workforce agreements that support workforce harmony and community benefits, with appropriate labor organizations for construction, renovation, reconstruction, alteration, installation, demolition, expansion, maintenance and repair.
- Direct and reasonably certain commitments made on or after July 1, 2022, to capital investments in the manufacture, fabrication and assembly within the commonwealth of domestic supply chain components of the offshore wind industry. Bidders are further directed to describe, if applicable, how the proposed supply chain investments are complementary to any other supply chain investments made by the parent company to support other offshore wind

projects in the region.

- Utilization and investment in port facilities and infrastructure during project development, construction, and operation and maintenance of the project.
- Investment in offshore wind-related research and innovation initiatives or partnerships.
- Economic development activities and investments that directly benefit economically distressed areas and Environmental Justice populations, especially those directly impacted by the project.

Bidders should describe any plans to meet federal domestic content and labor requirements in order to maximize federal tax credits available to the project under the Inflation Reduction Act (IRA). Bidders should also describe plans to pursue state funding available to offshore wind projects through MassCEC.

Commitments will be evaluated on a scale relative to project size, credibility, and firmness. Preference will be given to commitments that secure long-term benefits; begin to provide benefits during project development, construction, installation, and the first five years of operations; direct benefits to Environmental Justice populations and host communities; and include a robust strategy to track and report progress on promised benefits to DOER and MassCEC following the template provided in the Form MOU (Appendix L).

2.2.4.2 Low Income Ratepayers in the Commonwealth

- Minimization and mitigation, to the extent feasible, of ratepayer impacts;
- Creation of additional benefits to low-income communities and low-income ratepayers in the commonwealth, including opportunities for diversity, equity and inclusion.
- Demonstrated direct benefits to low-income communities and low-income ratepayers, which may include but is not limited to, as examples:
 - Projects that reduce the energy burden for low-income ratepayers through energy efficiency or renewable energy upgrades.
 - Direct funding of rate relief through grant programs, support of existing community programs or other funding opportunities.

2.2.4.3 Diversity, Equity, and Inclusion Plan

Demonstrated commitment to diversity, equity and inclusion, including employment and procurement/contracting opportunities, for minority, women, veterans, LGBT and persons with disabilities.

- A diversity, equity and inclusion plan that includes, at a minimum, both a Workforce Diversity Plan and a Supplier Diversity Program Plan described below. The diversity, equity and inclusion plan should describe the proposed strategy to actively promote access to employment and contracting

opportunities for, and to actively recruit, diverse workers, vendors, contractors, and investors, including certified minority-owned and women-owned small business enterprises in the Commonwealth, and include how the direct, specific and measurable employment and contracting benefits created by the proposed project provides employment and procurement/contracting opportunities for minority, women, veterans, LGBT, members of federally recognized and state acknowledged tribes in the Commonwealth, workers from low-income communities, and persons with disabilities.

- Workforce Diversity Plan: Include descriptions of each of the type, duration, and salary bands of the employment created and identify the recruitment efforts aimed at hiring diverse candidates for these employment opportunities;
- Supplier Diversity Program (SDP) Plan: Include descriptions of the subcontracting, vendor, investor, and ancillary (operational) business opportunities that will be provided by diverse businesses if the bidder is awarded Long Term Contracts. In the development of the Supplier Diversity Program Plan, bidders may consult with the Massachusetts Supplier Diversity Office (SDO) in order to determine the identity of businesses that may be able to assist them in achieving the commitments they will include in their bid submission.

2.2.4.4 Environmental and Socioeconomic Impacts from Siting

Bids will be evaluated and given a separate numeric score for: Environmental Impacts from Siting; Socioeconomic Impacts from Siting (including the Fisheries Mitigation Plan); and Environmental Justice Impacts. Evaluation will include consideration of the factors listed below as well as the criteria listed in Appendix J.

- Extent to which the project will mitigate, minimize, and avoid detrimental environmental and socioeconomic impacts, including through meaningful consultation with impacted environmental and socioeconomic stakeholders, including federally recognized and state acknowledged tribes and commercial and recreational fishing;
- Extent to which the project mitigates impacts on the marine environment by providing financial and technical assistance to support robust monitoring of wildlife and habitat through contributions to regional and tribal research efforts.
- Extent to which the project demonstrates that it avoids, minimizes, or mitigates, to the maximum extent practicable, negative impacts on Environmental Justice Populations and host communities, and extent to which the project directs positive benefits to those communities.

Bidder Experience and Project Viability Criteria (15 points)

2.2.4.5 Experience and Track Record of the Bidder

- Relative experience and expertise of the bidder and eligible project team to successfully develop, finance, construct, and operate and maintain its proposed eligible project on schedule and according to a developer's commitments to a competitive procurement process.
- Bidder and eligible project team's experience in supporting similar projects in a state or federal regulatory or judicial forum.
- Bidder's track record in developing similar projects, including consideration of any project that has been delayed, failed, substantively amended, defaulted under, withdrawn, agreed to termination, or otherwise did not proceed, including on prior long-term contracts.
- Continuity of corporate management through successful project development.

2.2.4.6 Siting, Permitting, Project Schedule, and Financing Plan

- Credibility of plan to obtain required permit approvals, including the extent to which opposition to the project materially affects the ability of the project to obtain timely final approval.
- Demonstrated progress in the interconnection process and credibility of the proposed interconnection schedule.
- Credibility of project schedule and construction plan, including the schedule and construction plan for associated interconnection facilities and transmission system upgrades, and ability to achieve proposed commercial operation date(s).
- Prior failures to achieve commercial operation dates under other PPAs and credible description of how the current proposed project will avoid similar project delays or development issues.
- Credibility of the proposed commercial operation date and ability of bidder to demonstrate that the project is more likely than not to come online by the date that is projected within the proposal, as evidenced by documents filed by the bidder showing the following:
 - (a) Commencement of permitting processes;
 - (b) A plan for completing all permitting processes;
 - (c) Viable resource assessment;
 - (d) Environmental assessment;
 - (e) Viable financing plans along with detailed information requested in 2.2.2.3;
 - (f) Viable installation and electrical interconnection plans;
 - (g) Material progress towards the acquisition of all real property rights; and
 - (h) Evidence of material vendor activity.

Other considerations for establishing a credible operation date include:

- (a) Bidder experience including information requested in 2.2.2.4
 - (b) Assignment of an ISO-NE interconnection queue position; and
 - (c) Bidder's ability to secure the financing necessary to complete the project by the proposed date, and consideration of the bidder's experience of financing difficulties with large scale renewable energy projects.
- Identification of required federal, regional, state, and local permits and progress in the associated application and approval processes.
 - Credibility and status of proposed financing plan and details of any financial difficulties which negatively impacted project viability and/or development, including descriptions of how the current proposed project will avoid similar issues.
 - Credibility of plan to finance and construct the project at the proposed project price, including assessment of the reasonableness of the assumptions applied by Bidder regarding inflation rates, interest rates, and key commodity and input costs.
 - Extent to which project scope, including interconnection facilities and associated upgrades, and costs are known or estimates are reasonable.
 - Status and completeness of project stakeholder engagement plan, including demonstrated evidence of past and current productive relationships with project stakeholders.

2.2.4.7 Firm Delivery & Energy Storage Benefits

- Extent to which resources able to guarantee Firm Energy Delivery.
- Extent to which project provides benefits from energy storage, including new and existing mid-duration and long-duration energy storage systems.

2.2.4.8 Reliability Benefits

Extent to which the project provides enhanced electricity reliability within the Commonwealth including but not limited to providing benefits to the forward capacity market.

2.2.4.9 Additional Long-Term Contracts with Third Parties

Extent to which the project includes commitments to enter into long-term contracts to purchase offshore wind energy with businesses, nonprofit organizations, a municipality or group of municipalities with an approved municipal load aggregation plan pursuant to section 134 of chapter 164 of the General Laws or other government entities directly or through an aggregation pursuant to section 137 of said chapter 164.

Commitments must be firm with executed agreements with the offtaker, provided that such agreements may be contingent on the project being selected for contracting under this RFP.

2.2.4.10 Benefits, Costs, and Contract Risk

- Extent to which the bidder accepts provisions of the Form PPAs and the draft Commitment Agreement or shifts risks or costs to buyers and their customers.
- Any additional benefit, cost, or risk identified by Evaluation Team that is determined to be reasonably likely to occur but is not reasonably quantifiable.

The quantitative evaluation may be conducted before the qualitative evaluation, and the Evaluation Team may elect not to conduct the qualitative evaluation for any proposal that could not be selected based upon the quantitative results even if it could receive the maximum possible qualitative score. The Evaluation Team will determine which proposals proceed to Stage Three following the Stage Two evaluation based on the following considerations: (1) the rank order of the proposals at the end of the Stage Two evaluation; (2) the cost effectiveness of the proposals based on the Stage Two quantitative and qualitative evaluation; and (3) the total MW quantities of the proposal(s), relative to the procurement target.

2.4 Stage Three

As stated in Section 83C, a proposal received pursuant to a solicitation under this section shall be subject to review by the DOER and the EOHED in consultation with the Independent Evaluator, and the Distribution Companies shall offer technical advice. DOER, in consultation with the Independent Evaluator, must select Long-Term Contracts that are cost-effective mechanisms for procuring reliable renewable energy on a long-term basis for the benefit of ratepayers. The Stage Three evaluation of remaining bids will be based on the Stage Two quantitative and qualitative evaluation criteria and, at the Evaluation Team's discretion, the following additional factors:

- Past experience with the bidder and its affiliates in offshore wind solicitations, track record of the bidder in successfully executing projects similar to the proposal, and credibility of bidder to perform according to proposal specifications;
- The degree to which the proposal maximizes the use of and includes the contractual commitment to share federal or state tax credits, subsidies, or grants or other incentives as described in Section 2.2.1.4(h).
- Possible portfolio effects;
- Overall impact of the proposal on the Commonwealth's policy goals, as directed by the DOER, including GWSA goals and economic development;

- Risks associated with project viability of the proposal;
- A comparison to a reasonable range of data and analyses on expected offshore wind prices, industry costs, and the anticipated cost impact of future technologies as compared to procuring offshore wind in this solicitation;
- Minimization and mitigation of ratepayer bill impacts;
- Sensitivity analyses to evaluate how the benefits of the project or portfolio change based on applying different ranges of reasonable assumptions (including, but not limited to, e.g., reasonable assumptions regarding future electric load, natural gas prices, and/or environmental policy);
- For Indexed Price Bids, sensitivity and other analysis to evaluate the impact to net benefits and cost-effectiveness from applying the Indexing Adjustment to project pricing, forecasting to assess the risk or benefit to Massachusetts ratepayers from the Indexing Adjustment, and assessment of the impact of the Indexing Adjustment to project viability.
- If a Coordination Announcement is made, consideration of benefits to Massachusetts of a selection decision made in coordination with other New England states' procurements, which may include the benefits of equitably allocating costs to, and equitably sharing costs with, other states by contracting for a proportion of a proposal; and
- Any benefits, cost, or risks to customers that may not have been fully captured in the Stage Two evaluation; and, any other considerations, as appropriate, to ensure selection of the proposal(s), which provide the greatest impact and value consistent with the stated objectives and requirements of Section 83C, as set forth in this RFP.

The objective of Stage Three is to select the proposal(s) that provides the greatest impact and value consistent with the stated objectives and requirements of Section 83C, as set forth in this RFP. Generally, the Evaluation Team prefers viable, cost-effective projects with limited risk. However, the Evaluation Team recognizes that any particular project may not be ranked highly with respect to all of these considerations and the extent to which the stated RFP objectives will be satisfied will depend, in large part, on the particulars of the proposals that are submitted. The Evaluation Team will consider the relative merits of a proposal(s) that offers additional benefits, for example economic development benefits including additional manufacturing or innovation, as compared to other top-ranked proposals.

2.5 Contracting/Tariff Process

2.5.1 Contracts

Bidders will be notified by the DOER whether they have been selected to negotiate a Long-Term Contract. If a proposal is selected, the Distribution Company will negotiate to contract for its load ratio share. Contract finalization between the selected bidders and the Distribution Companies may occur on a rolling basis throughout the 196-day period during which the proposals are valid.

National Grid	Eversource	Unitil
45.17%	53.66%	1.17%

2.5.2 MOU with DOER and MassCEC

Following notification of selection, Bidders will be expected to negotiate and execute a MOU with DOER and MassCEC based on the template provided in Appendix L to memorialize the commitments made in the bid package regarding economic development, environmental justice, and DEI Plans. Any selected bidders under this RFP will be required to provide MassCEC with complete, unredacted versions of their Diversity, Equity, and Inclusion Plans following selection. The MOU must be executed prior to or simultaneously with the execution of the Long-Term Contracts with the Distribution Companies.

2.6 Contract Negotiation Process

Bidders must be able to begin negotiations immediately upon notification of selection, including the resolution of any conflicts that their selected counsel or other representatives may have with respect to any of the Distribution Companies. The Distribution Companies expect to coordinate their negotiation of Long-Term Contracts with individual bidders, although there will be differences in the contracts that are specific to the contracting requirements of each Distribution Company. The bidders will enter into separate Long-Term Contracts with each Distribution Company with which they contract.

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. The Distribution Companies reserve the right to seek improvements (including reduced prices) during the negotiations process with selected bidders.

2.7 Regulatory Approval

The Distribution Companies' obligations to procure Offshore Wind Energy Generation are conditioned upon approval of the Long-Term Contracts, Rate Schedules, and Tariffs and associated cost recovery by the DPU in a form acceptable to the Distribution Companies. Once the parties have executed a Long-Term Contract, the Distribution Companies shall submit the executed Long-Term Contract to the DPU for approval.

In the case of rates that fall under federal authority, such charges are subject to the review and approval of FERC pursuant to the Federal Power Act. The Distribution Companies' obligations with respect to such rates are also conditioned upon approval of the associated cost recovery by the DPU in a form acceptable to the Distribution Companies.

It is the bidder's responsibility to identify and obtain all required regulatory approvals from the appropriate regulatory authorities. Any bidder requiring regulatory approval by a certain deadline must state that deadline in its proposal, and that deadline will be considered in assessing the overall viability of the eligible project.

2.7.1 DPU Regulatory Process

Under Section 83C, the obligations of the Distribution Companies and the successful bidders to perform under each Long-Term Contract shall not become effective or binding until receipt of the approval of the DPU as described in Section 2.7 of this RFP except as they pertain to the contract obligations to provide the initial Development Security and to submit project updates on a timely basis and as otherwise specified in the Long-Term Contract. After a Distribution Company and successful bidder have executed a Long-Term Contract that satisfies the requirements of Section 83C as a result of this RFP process, the Distribution Company intends to submit the proposed Long-Term Contract to the DPU for review and approval within 45 days of execution, unless circumstances require a longer period to prepare the DPU filing materials. The successful bidder shall support the Distribution Company's efforts to obtain DPU approval.

The DPU has promulgated regulations at 220 C.M.R. § 23.00, *et seq.*, setting forth the criteria for its review pursuant to the requirements of Section 83C. When evaluating a proposed Long-Term Contract under Section 83C, the DPU will consider the recommendations of the AGO, which must be submitted to the DPU within **45 days** of the filing of the proposed Long-Term Contract.

Once the DPU issues an Order approving a Distribution Company's request for approval of an executed Long-Term Contract under Section 83C, the Distribution Company shall notify the bidder. Each Distribution Company shall have the opportunity to terminate the Long-Term Contract if the DPU's approval contains terms or conditions that are deemed to be unsatisfactory to the Distribution Company, in its sole discretion. Terms or conditions that may be unsatisfactory include, but are not limited to, denial of annual remuneration of 2.25 percent of the annual payments under the Long-Term Contract, which is required by Section 83C and is intended to compensate the Distribution Company for accepting the financial obligation of the Long-Term Contract at issue.

2.7.2 FERC

Selected bidders must file any necessary Rate Schedules, Tariffs, and Agreements with FERC pursuant to the Federal Power Act and FERC regulations. FERC must accept the filing before the Rate Schedule, Tariff or Agreement can become effective.

3. Instructions to Bidders

3.1 Schedule for the RFP Process

The proposed schedule for the bidding process is set forth below in Chart 1. Any changes to the schedule, up to and including the due date for submission of proposals, will be posted at the Distribution Companies website, **MACleanEnergy.com**. The Evaluation Team reserves the right to revise the schedule as necessary. In addition, the Evaluation Team reserves the right to establish a schedule that is different than the one set forth in this RFP.

Chart 1
RFP Schedule

Event	Anticipated Dates
Issue RFP	TBD, ²⁸ 2023
Bidders Conference	TBD, 2023
Deadline for Submission of Questions	TBD, 2023
Due Date for Submission of Confidential and Public Proposals	January 31, 2024
Selection of Projects/Commence Negotiations	June 12, 2024
Execute Long Term Contracts and MOU with DOER	August 14, 2024
Submit Long Term Contracts for DPU Approval	September 18, 2024

3.2 Prospective Bidders Conference; Prospective Bidder Questions

A Bidders Conference will be held for Prospective Bidders, and open to interested persons, approximately 2 weeks after the final RFP document is posted on **MACleanEnergy.com**. The purpose of the Bidders Conference is to provide the opportunity to clarify any aspects of this RFP for Prospective Bidders.

The Massachusetts Supplier Diversity Office (SDO) will be invited to present at the Prospective Bidders conference to describe how interested bidders may seek consultation with SDO regarding their Supplier Diversity Program Plans. MassCEC will also be invited to present at the Prospective Bidders conference to describe how interested bidders may seek consultation with MassCEC regarding the development of diversity, equity, and inclusion opportunity provisions within their proposals.

Prospective Bidders are encouraged to submit written questions regarding this RFP to the Evaluation Team on or before the deadline for submission of questions listed in the schedule. The Evaluation Team will answer questions received from Prospective Bidders by that deadline and will post the questions and answers at MACleanEnergy.com.

Although the Evaluation Team may respond orally to questions posed at the Bidders Conference, only written answers that are provided in response to written questions will be official responses.

It is the Bidder's responsibility to check the website for news and updates.

3.3 Preparation of Proposals

Each bidder shall have sole responsibility for carefully reviewing this RFP and all

²⁸ Following the issuance by the Department of a final Order approving the RFP. Determination of the date of a final Order shall be at the discretion of the RFP Drafting Parties.

attachments hereto and for thoroughly investigating and informing itself with respect to all matters pertinent to this RFP and its proposal, including pertinent ISO-NE tariffs and documents, market rules, and other information. Bidders should rely only on information provided in this RFP and any associated written updates (including official answers to written questions) when preparing their proposals. Each bidder shall be solely responsible for and shall bear all costs incurred in the preparation of its proposal and/or its participation in this RFP. Submission of proposals including confidential information shall be filed in accordance with Section 1.7 of the RFP.

3.4 Organization of the Proposal

Bidders are required to organize their proposal consistent with the contents of the Bidder's Response Package in Appendix A to this RFP. The organization and contents of the proposal should be organized as follows:

1. Certification, Project and Pricing Data (CPPD form)
2. Executive Summary of the Proposal
3. Operational Parameters
4. Energy Resource and Delivery Plan
5. Financial/Legal
6. Siting, Interconnection, and Deliverability
7. Environmental Assessment, Permit Acquisition Plan, and Environmental Attributes Certification
8. Engineering and Technology; Commercial Access to Equipment
9. Project Schedule
10. Construction and Logistics
11. Operations and Maintenance
12. Project Management/Experience
13. Contribution to Employment and Economic Development and Other Direct and Indirect Benefits
14. Exceptions to Form PPAs
15. Exceptions to Commitment Agreement

3.5 Updates to the Proposal

While bidders will not be permitted to refresh, restate, or reprice proposals except as provided below, bidders must provide updated information (e.g., the status of obtaining permits and financing) to the Evaluation Team about the eligible project that was not available at the time of their proposal submission. These updates are for informational purposes only and will not be treated as a change or revision to the terms of the bidder's proposal by the Evaluation Team. If there are material developments, favorable or unfavorable, that impact on a proposal or associated project, the bidder must promptly notify the Evaluation Team in writing. The Evaluation Team reserves the right to consider this information during evaluation.

While the Distribution Companies do not anticipate requesting bidders to refresh, restate, or reprice their bids, the Distribution Companies nevertheless reserve the right, at their sole discretion, to make such a request at any time during the RFP process, (e.g., upon the issuance of the Guidance as described below). In the absence of such a request, bidders may not refresh, restate, or reprice their bids for any reason.

3.6 Modification or Cancellation of the RFP and Solicitation Process

The Distribution Companies may, at any time up to final award, postpone, withdraw and/or cancel this RFP; alter, extend or cancel any schedule date; and/or, alter, amend, withdraw and/or cancel any requirement, term or condition of this RFP, any and all of which shall be without any liability to DOER, the Independent Evaluator, or the Distribution Companies. If the U.S. Treasury Department issues implementing guidance relevant to offshore wind tax credits, available in the 2022 Inflation Reduction Act ("Guidance") after December 1, 2023, but before January 31, 2024, the bid submission deadline will be 60 days from the date of the implementing guidance issuance and all subsequent deadlines in the RFP will be extended by the same number of days for bidders to account for such tax credits in their prices. By submitting a bid, a bidder agrees that the sole recourse it may have, with respect to the conduct of this RFP, is by submission of a complaint or similar filing to the DPU in a relevant docket pertaining to this RFP. Additionally, a bidder agrees to take no action inconsistent with the foregoing limitation.

3.7 Requests for Additional Information

Following the submission of proposals, the Evaluation Team or the Independent Evaluator may request clarification and additional information from bidders at any time during the evaluation process. Such information will be subject to public posting and protection of confidential information as described elsewhere in this RFP, consistent with other bid submission materials. Bidders that do not respond promptly to such information requests or do not provide adequate information may be eliminated from further consideration, or the Evaluation Team may make appropriate assumptions to produce a reasonable and appropriate evaluation.

3.8 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.

APPENDIX A: BIDDERS RESPONSE PACKAGE

SECTION 83 C

REQUEST FOR PROPOSAL APPLICATION FORM

APPLICANT INFORMATION

Applicant: enter applicant

name Contact: enter name

Address: enter address Phone: enter phone

Email: enter email

SECTION 1 OF APPENDIX A TO THE RFP
CERTIFICATION, PROJECT AND PRICING DATA

The Certification, Project and Pricing Data (“CPPD”) document is a Microsoft Excel workbook that is provided on the website at www.MACleanEnergy.com.

SECTION 2 OF APPENDIX A TO THE RFP
EXECUTIVE SUMMARY OF THE PROPOSAL (INCLUDING THE BASE PROPOSAL
AND ANY ALTERNATIVE PROPOSALS)

The bidder is required 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.

Enter executive summary here

SECTION 3 OF APPENDIX A TO THE RFP OPERATIONAL PARAMETERS

- 3.1 Maintenance Outage Requirements – Specify partial and complete planned outage requirements in weeks or days for all generation facilities and associated facilities required for the delivery of energy from the generation facilities to the delivery point. 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).

Enter appropriate explanation in this space or reference applicable attachment(s)

- 3.2 Operating Constraints – Specify all the expected operating constraints and operational restrictions for the project (e.g., limits on the number of hours a unit may be operated per year or unit of time).

Enter appropriate explanation in this space or reference applicable attachment(s)

- 3.3 Reliability – Describe how the proposal would provide enhanced electricity reliability, system safety and energy security to Massachusetts, including its impact on transmission constraints.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 3.4 Moderation of System Peak Load – Describe how the proposal would contribute to moderating system peak load requirements and provide the following information:
- i) Estimated average output for each summer period (June- September) from 3:00 - 7:00 pm
 - ii) Estimated average output for each winter period (October-May) from 4:00 – 9:00 pm

Enter appropriate explanation in this space or reference applicable attachment(s)

SECTION 4 OF APPENDIX A TO THE RFP ENERGY RESOURCE AND DELIVERY PLAN

- 4.1 For Eligible Facilities, the bidder is required to provide an energy resource plan and a production/delivery profile for its proposed project, including supporting documentation. The energy resource and profile information should be consistent with the type of technology/resource option proposed and the term proposed. Bidders should respond to all information requests which are relevant to the bid in a timely manner.

All Projects

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

Enter appropriate explanation in this space or reference applicable attachment(s)

Indicate where the data was collected and its proximity to the proposed 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.

Enter appropriate explanation in this space or reference applicable attachment(s)

Describe any additional wind data collection efforts that are planned or ongoing.

Enter appropriate explanation in this space or reference applicable attachment(s)

Provide (a) at least one year of hourly wind resource data. Real Data collected from the site is preferred, though projected data is permissible. Methodology must also be included. and (b) a wind resource assessment report for the proposed facility from a qualified unaffiliated third-party wind resource assessment firm. Include an analysis of the available wind data which addresses the relationship between wind conditions and electrical output. Provide a projection of net annual energy production, including projections of average net hourly energy production, based on the wind resource data (hourly 8760 data profile and a 12 x 24 energy projection) at both P50 and P90 levels.

Enter appropriate explanation in this space or reference applicable attachment(s)

Provide a site-adjusted power curve. Each curve should list the elevation, temperature and air density used.

Enter appropriate explanation in this space or reference applicable attachment(s)

Identify the assumptions for losses in the calculation of projected annual energy production, including each element in the calculation of losses.

Enter appropriate explanation in this space or reference applicable attachment(s)

4.2 Offshore Wind Energy Generation Delivery Plan

Please provide an energy delivery plan and a production/delivery profile for the proposed project, including supporting documentation. The energy delivery plan and production/delivery profile must provide the expected Offshore Wind Energy Generation to be delivered into the ISO-NE market settlement system and permit the Evaluation Team to determine the reasonableness of the projections for purposes of Sections 2.2.1.3 Eligible Bids and 2.2.1.8 Capacity Requirements, and 2.2.1.9 Interconnection and Delivery Requirements of the RFP. Such information should be consistent with the energy resource plan and production/delivery profile provided above and also considering any and all constraints to delivery into ISO-NE.

Enter appropriate explanation in this space or reference applicable attachment(s)

4.3 REC/Environmental Attribute Delivery Plan

Please provide documentation and information demonstrating that the project will Deliver GIS Certificates representing those RECs and any other Environmental Attributes, as applicable. Please describe whether transfer of all GIS Certificates is authorized under the current ISO-NE GIS rules and protocols, or if a rule or protocol change is required. To the extent such change is required, please provide details regarding the proposal and the process for implementing the change.

Enter appropriate explanation in this space or reference applicable attachment(s)

4.4 Additional Long-Term Contracts with Third-Parties

Please describe any commitments to enter into long-term contracts to purchase offshore wind energy with businesses, nonprofit organizations, a municipality or group of municipalities with an approved municipal load aggregation plan pursuant to section 134 of chapter 164 of the General Laws or other government entities directly or through an aggregation pursuant to section 137 of said chapter 164.

Enter appropriate explanation in this space or reference applicable attachment(s)

Please describe the status of the commitments with any offtakers, including any executed agreements, provided that such agreements may be contingent on the project being selected for contracting under this RFP.

Enter appropriate explanation in this space or reference applicable attachment(s)

4.5 Energy Storage System Operations (if applicable) PROJECT SUMMARY: Please provide the following:

Identify if New or Existing Facility, or an upgrade to Existing Facility: ____ Technology Type

Point of Interconnection Deliverability Restrictions (if any)

Nameplate MW AC (at 100% project completion) Net Contract MW AC (at 100% project

completion) Storage Energy (MWh)

Discharge Duration (hours) Full Duty Cycle Efficiency (%)

Required Cycles per year/per day

Expected annual capacity degradation (%) Specific Battery Chemistry (if applicable)

Describe the operation of the proposed Energy Storage System: (i.e. run hour limitations, ramp rates, spinning reserves, regulation up, regulation down). Please provide proposed operational management terms that memorialize the operational commitments of the facility.

Describe the location of the Energy Storage System, the anticipated interconnection point, and the value of the relative proximity of the system to the Offshore Wind Energy Generation facility, including any decreased risk of curtailment and/or deferred investment for the Offshore Wind Energy Generation Facility

Describe the proposed technology and equipment manufacturer by name and model (include inverter characteristics if applicable).

Describe the viability and operational reliability of the proposed technology and track record of the manufacturer. Provide examples of similar applications of the same size and scope.

Please provide an energy delivery plan and production/delivery profile for the proposed project, including supporting documentation. This documentation may be either an hourly storage use schedule separately from the hourly wind production/delivery schedule, or the following parameters of the storage technology that will be used in conjunction with the bid: Charge rate (MW), Discharge rate (MW), Storage capacity (MWh), Round-trip efficiency (%). The energy production/delivery profile must provide the expected Offshore Wind Energy Generation to be delivered into the ISO-NE market settlement system by the Energy Storage System and permit the Evaluation Team to determine the reasonableness of your projections. Such information should be consistent with the energy resource plan provided above and also considering any and all constraints to physical delivery into ISO-NE.

Describe the operation of the Energy Storage System as it relates to ISO-NE's implementation of FERC Order No. 841, including whether the proposed Energy Storage System will be classified as a Binary Storage Facility or Continuous Storage Facility, the designation of the ISO-NE Markets that the Energy Storage System would participate in, and the plan to operate in multiple ISO-NE Markets.

Please list all anticipated revenue streams associated with the Energy Storage System

- For existing facilities,
 - describe existing operations, revenues, and participation in ISO-NE Markets
 - describe any planned changes in operation, participation in ISO-NE Markets, and revenue streams

Please describe (a) (i) the specific services and/or products that will be provided to the Distribution Companies due to the proposed operation of the Energy Storage System under your proposal and (ii) the specific costs to be paid by the

Distribution Companies through the power purchase agreement for such services and/or products and (b) a statement of how the proposal complies with RFP requirements.

Please describe any additional benefits the Energy Storage System may provide not captured in the benefits provided through the operational commitments, including but not limited to,

- any non-monetizable benefits including but not limited to price changes in capacity and ancillary services markets, reduction in future market needs such as reserves or ramping, and increased capacity rating for Offshore Wind Energy Generation facility
- Emission reductions associated with the operation of the Energy Storage System and providing emission-free resources to the ancillary service markets including reserves and frequency regulation
- Value of procuring the Energy Storage System at the same time and as paired with the Offshore Wind Energy Generation facility

Enter appropriate explanation in this space or reference applicable attachment(s)

SECTION 5 OF APPENDIX A OF THE RFP FINANCIAL/LEGAL

Bidders are required to demonstrate the financial viability of their proposed project. Bidders should provide the following information:

- 5.1 Please submit information and documentation that demonstrates that long term contracts resulting from this RFP Process would either permit the bidder to finance its proposal that would otherwise not be financeable, or assist the bidder in obtaining financing of its proposal.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 5.2 Please provide a description of the business entity structure of the bidder's organization from a financial and legal perspective, including all general and limited partners, officers, directors, managers, members and shareholders, involvement of any subsidiaries supporting the project, and the providers of equity and debt during project development. Provide an organization chart showing the relationship between the equity and debt participants and an explanation of the relationships. For jointly owned facilities, identify all owners and their respective interests, and document the Bidder's right to submit a binding proposal.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 5.3 Please provide a description of the financing plan for the project, including construction and term financing. The financing plan should address the following:
- i. Who will finance the project (or are being considered to finance the project) and the related financing mechanism or mechanisms that will be used (i.e. convertible debenture, equity or other) including repayment schedules and conversion features

Enter appropriate explanation in this space or reference applicable attachment(s)

- ii. The project's existing initial financial structure and projected financial structure

Enter appropriate explanation in this space or reference applicable attachment(s)

- iii. Expected sources of debt and equity financing

Enter appropriate explanation in this space or reference applicable attachment(s)

- iv. Estimated construction costs

Enter appropriate explanation in this space or reference applicable attachment(s)

- v. The projected capital structure

Enter appropriate explanation in this space or reference applicable attachment(s)

- vi. Describe 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.

Enter appropriate explanation in this space or reference applicable attachment(s)

In addition, the financing plan should address the status of the above activities as well as the financing of development and permitting costs. All bidders are required to provide this information.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 5.4 Provide documentation illustrating the experience of the bidder in securing financing for projects of similar size and technology. For each project previously financed provide the following information:

- i. Project name and location
- ii. Project type and size
- iii. Date of construction and permanent financing
- iv. Form of debt and equity financing
- v. Current status of the project

Project Experience 1

Project Experience 2

Project Experience 3

Project Experience 4 Additional Project Experience

- 5.5 Please provide evidence that the bidder has the financial resources and financial strength to complete and operate the project as planned, including contingencies for project delays or cost overruns.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 5.6 Please provide details of any financial difficulties by the bidder or any of its past or present affiliates which impaired the viability and/or financing of the development and construction of projects of similar type, size, and complexity of the proposed eligible project or other large scale renewable energy project, including any past terminated projects and claims of financial difficulties. Bidders must demonstrate how the proposed eligible project materially differs from any past projects and demonstrate fully the financial viability of the project as bid.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 5.7 Describe the assumptions applied by Bidder regarding forecast changes in project costs during the contract term, interest rates over the development period, key input commodity prices, and the methodology used to establish the project contingency amount. Bidder must explain why these assumptions are reasonable and describe and quantify how the project as proposed is designed to absorb sufficient risk to ensure the project can be successfully financed at the proposed price, including the Indexing Adjustment, if applicable.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 5.8 Provide complete copies of the most recent audited financial statement and annual report for each bidder for each of the past three years; including affiliates of the bidder (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 the bidder and any affiliates and partners.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 5.9 Please also include a list of the board of directors, officers and trustees for the past three years and any persons who the bidder knows will become officers, board members or trustees.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 5.10 The bidder should demonstrate its ability (and/or the ability of its credit support provider) to provide the required security, including its plan for doing so.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 5.11 Provide a description of any current or recent credit issues/ credit rating downgrade events regarding the bidder or affiliate entities raised by rating agencies, banks, or accounting firms.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 5.12 Describe the role of the Federal Production Tax Credit ("PTC") or Investment Tax Credit (ITC"), and any other incentives, on the financing of the project. In your response, please describe (a) your plan to qualify for the ITC/PTC and the level of the ITC/PTC for which you plan to qualify, (b) the facilities, investment in which, the ITC is expected to apply, (c) your plan to utilize the tax credits and the relationship to your financing plan, and (d) how qualification for the ITC/PTC is reflected in your proposed pricing.

- 5.13 Bidders must clearly 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,

- 5.14 Bidders should describe any plans to meet federal domestic content and labor requirements in order to maximize federal tax credits available to the project under the Inflation Reduction Act (IRA). Bidders should also describe plans to pursue state funding available to offshore wind projects through MassCEC.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 5.15 Bidders must disclose any litigation or disputes in the last three year period related to projects developed, owned or managed by Bidder or any of its affiliates in the United States, or related to any energy product sale agreement.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 5.16 What is the expected operating life of the proposed project? What is the depreciation period for all substantial physical aspects of the bid, including generation facilities, delivery facilities to move power to the grid, and mandatory and voluntary transmission system upgrades?

Enter appropriate explanation in this space or reference applicable attachment(s)

- 5.17 Has the bidder already obtained financing, or a commitment of financing, for the project? If financing has not been obtained, explain how obtaining a long-term agreement as proposed will help you in obtaining financing for the proposed project, in obtaining more favorable terms for the financing of the proposed project, or in supporting the future capital investment.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 5.18 State whether the bidder or its affiliates have executed agreements with respect to energy, RECs and/or capacity for the proposed project (including any agreements that have been terminated) and provide information regarding the associated term and quantities, and whether bidder has been alleged to have defaulted under or breached any such agreement. State whether the bidder or its affiliates have submitted proposals to other buyers, the status of consideration of such proposals, and the impact of such proposal(s), if they result in an executed contract or contracts, on the proposal(s) submitted in response to this RFP.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 5.19 List all of the Bidder's affiliated entities and joint ventures transacting business in the energy sector.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 5.20 Has Bidder, or any affiliate of Bidder, in the last five years, (a) consented to the appointment of, or been taken in possession by, a receiver, trustee, custodian or liquidator of a substantial part of its assets, (b) filed a bankruptcy petition in any bankruptcy court proceeding, (c) answered, consented or sought relief under any bankruptcy or similar law or failed to obtain a dismissal of an involuntary petition, (d) admitted in writing of its inability to pay its debts when due, (e) made a general assignment for the benefit of creditors, (f) been the subject of an involuntary proceeding seeking to adjudicate that Party bankrupt or insolvent, (g) sought reorganization, arrangement, adjustment, or composition of it or its debt under any law relating to bankruptcy, insolvency or reorganization or relief of debtors?

Enter appropriate explanation in this space or reference applicable attachment(s)

- 5.21 Briefly describe any known conflicts of interest between Bidder or an affiliate of Bidder and any Distribution Company, or any affiliates of the foregoing.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 5.22 Describe any litigation, disputes, claims, complaints or notices of violation or potential violation involving the project or other offshore wind projects involving the Bidder or an affiliate of the Bidder.
- 5.23 Describe any failures to achieve commercial operation dates under other PPAs. Bidders should also provide a credible description of how the current proposed project will avoid similar project delays or development issues.
- 5.24 Describe any litigation, disputes, claims or complaints involving the Bidder or an affiliate of Bidder, against any Distribution Company or any affiliate of any Distribution Company.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 5.25 Describe any litigation, disputes, claims or complaints, or events of default or other failure to satisfy contract obligations, or failure to deliver products, involving Bidder or an affiliate of Bidder, and relating to the purchase or sale of energy, capacity or renewable energy certificates or products.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 5.26 Confirm that neither Bidder nor any directors, employees or agents of Bidder, nor any affiliate of Bidder are currently under investigation by any governmental agency, and that none of the above have in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy, collusion or other impropriety with respect to bidding on any contract, or have been the subject of any debarment action (detail any exceptions).

Enter appropriate explanation in this space or reference applicable attachment(s)

- 5.27 Identify all regulatory and other approvals needed by Bidder to execute a binding sale agreement.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 5.28 Describe how the project will conform to FERC's applicable regulatory requirements, including, but not limited to, FERC requirements relating to allocation of transmission capacity and open access, the justness and reasonableness of rates, the potential for undue preference or discrimination, and affiliate dealings, if any. Describe how your proposed approach is consistent with FERC precedent and ratemaking principles.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 5.29 Describe and document any and all direct and indirect affiliations and affiliate relationships, contractual, financial or otherwise in the past three years between the bidder and one or more of the Distribution Companies and their affiliates, including all relationships in which one of the Distribution Companies or their affiliates has a financial or voting interest (direct or indirect) in the bidder or the bidder's proposed project. These relationships include:

- Corporate or other joint arrangements, joint ventures, joint operations whether control exists or not;
- Minority ownership (50% or less investee);
- Joint development agreements;
- Project agreements;
- Operating segments that are consolidated as part of the financial reporting process;
- Related parties with common ownership;
- Credit, debenture, and financing arrangements, whether a convertible equity feature is present or not;
- Wholly owned subsidiaries; and
- Commercial (including real property) relationships with any Distribution Company

Enter appropriate explanation in this space or reference applicable attachment(s)

SECTION 6 OF APPENDIX B TO THE RFP SITING, INTERCONNECTION, AND DELIVERABILITY

This section of the proposal addresses project location, siting, real property rights and interconnection issues. Bidders should ensure that the threshold criteria outlined in Section 2.2.2 of the RFP are verified in their responses.

- 6.1 Provide a site plan (or plans) including a map (or maps) that clearly identifies the location of the proposed project site, Offshore Delivery Facilities project locations, the assumed right-of-way width, the total acreage for Eligible Facilities, the anticipated interconnection point (or, if applicable, multiple interconnection points), the related onshore and offshore transmission and interconnection facilities, deployment facilities, and the relationship of the site to other local infrastructure, including transmission facilities, roadways, federal and state waters, and waterways. In addition to providing the required map(s), provide a site layout plan which illustrates the location of all major equipment and facilities described above

Plan included? Yes ☐ No ☐ If not, please explain:

Enter appropriate explanation in this space or reference applicable attachment(s)

Describe how the proposed project is sized and designed to efficiently and cost-effectively use available lease area(s), interconnection point(s), transmission cabling, and other infrastructure required for the production and delivery of the Offshore Wind Energy Generation.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 6.2 Identify any real property rights (e.g., fee-owned parcels, rights-of-way, development rights or easements or leases, or options to purchase or lease) that provide the right to use the Eligible Facility site and Offshore Delivery Facilities locations including for Eligible Facilities and any rights of way needed for interconnection.

- i. Does the project have a right to use the Eligible Facility site and/or Offshore Delivery Facilities locations for the entire proposed term of the PPA (e.g., by virtue of ownership or land development rights obtained from the owner)?

Yes ☐ No ☐ If not, please explain:

Enter appropriate explanation in this space or reference applicable attachment(s)

- ii. If so, please detail the Bidder's rights to control the Eligible Facility site and/or Offshore Delivery Facilities and interconnection locations.

Enter appropriate explanation in this space or reference applicable attachment(s)

- iii. Describe the status of acquisition of real property rights, 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 timeline.

Enter appropriate explanation in this space or reference applicable attachment(s)

- iv. Identify any joint use of existing or proposed real property rights

Enter appropriate explanation in this space or reference applicable attachment(s)

- v. Provide a copy of each of the leases, agreements, including option agreements, easements, rights of way and related documents granting the right to use the Offshore Wind Energy Generation site, Offshore Delivery Facilities, and transmission and interconnection locations (and applicable letters of intent if formal agreements have not been executed)

Enter appropriate explanation in this space or reference applicable attachment(s)

- 6.3 Provide evidence that the Eligible Facility site and Offshore Delivery Facilities and interconnection locations are properly zoned or permitted. If the Eligible Facility site and Offshore Delivery Facilities and interconnection locations are not currently zoned or permitted properly, identify present and required zoning and/or land use designations and permits and provide a permitting plan and timeline to secure the necessary approvals.

Detail the zoning and permitting issues:

Enter appropriate explanation in this space or reference applicable attachment(s)

Permitting plan and timeline:

Enter appropriate explanation in this space or reference applicable attachment(s)

Start Date: End Date:

- 6.4 Provide a description of the area surrounding the Eligible Facility site and Offshore Delivery Facilities and interconnection locations (including landfall), including a description of the local zoning, flood plain information, existing land or waterway use, and setting.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 6.5 If the bidder does not have interconnection facilities site control describe the status of the plan to obtain that control.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 6.6 Please provide documentation to show evidence of the interconnection request to ISO-NE, the applicable New England Transmission Owner, or any neighboring control areas, to interconnect at the Capacity Capability Interconnection Standard. Please describe the status of any planned interconnection to the grid.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 6.7 Please describe how the project aligns with the transmission system goals of the Joint State Innovation Partnership for Offshore Wind.²⁹

Enter appropriate explanation in this space or reference applicable attachment(s)

- 6.8 Provide studies that describe the Project's electrical system performance, its impact to the reliability of the New England Transmission system, how the project would satisfy ISO NE's I.3.9 requirements, and how the project will interconnect at an equivalent to the Capacity Capability Interconnection Standard. Projects that do not have I.3.9 approval from ISO-NE must include technical reports or system impact studies that approximate the ISO-NE interconnection process, including but not limited to clear documentation of study technical and cost assumptions, reasoning, and justification of such assumptions. All projects must also provide analysis that approximates the ISO-NE CCIS interconnection analysis as defined in Planning Procedure 10. Please also provide the status and expected completion date of any additional interconnection studies already underway with ISO-NE and/or the transmission owner. All studies must follow the current ISO-NE interconnection procedures and detail any assumptions regarding resources ahead of the Project in the ISO- NE interconnection queue. All network upgrades identified in these studies must be clearly documented and included in the bid price. Provide a copy of an interconnection agreement, if any, executed by the bidder with respect to the proposed project. If an interconnection agreement has not been executed, please provide the steps that need to be completed before an interconnection agreement can be executed and the associated timeline.

Performance and its impact:

Enter appropriate explanation in this space or reference applicable attachment(s) Attachments:

Copy of completed I.3.9 approval or I.3.9-equivalent study attached: ☐ If none, please explain:

Enter appropriate explanation in this space or reference applicable attachment(s) Copy of

completed CCIS-equivalent study attached: ☐

If none, please explain:

Enter appropriate explanation in this space or reference applicable attachment(s) Copy of

Interconnection Agreement attached: ☐ If none, please explain:

Enter appropriate explanation in this space or reference applicable attachment(s)

²⁹ See: <https://newenglandenergyvision.files.wordpress.com/2023/01/joint-state-innovation-partnership-for-offshore-wind-concept-paper.pdf>

Additionally, any other studies undertaken by ISO-NE or the bidder must be provided.

- 6.9 Please provide documentation of the deliverability constraint analysis set forth in Appendix I to the RFP. Provide a description of the findings of the deliverability constraint analysis, including but not limited to a list of thermal overloads and voltage violations identified.

Enter appropriate explanation in this space or reference applicable attachment(s) Attachments:

Copy of completed deliverability constraint analysis: ☐

If the deliverability constraint analysis was performed as a portion of a separate study, please explain and provide the study:

Enter appropriate explanation in this space or reference applicable attachment(s)

- 6.10 If multiple interconnection requests have been made, please specify all such active requests which have not been superseded by subsequent requests and information regarding the status of each. Provide copies of any requests made and studies completed.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 6.11 Please provide cost estimates for any necessary network upgrades identified in the studies identified in Section 6.7

Enter appropriate explanation in this space or reference applicable attachment(s)

- 6.12 To the extent that you provide an alternative interconnection scenario based on ISO- proposed interconnection process changes, you must also include studies using the proposed ISO-NE process. Any such studies must be accompanied with clear documentation of study technical and cost assumptions, reasoning, and justification of such assumptions.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 6.13 Provide the electrical models of all energy resources supporting the proposed project in accordance with the filing requirements of the ISO-NE Tariff Schedule 22 and 23.

Electrical models attached: ☐ If none, please explain:

Enter appropriate explanation in this space or reference applicable attachment(s)

- 6.14 Provide a copy of an electrical one-line diagram showing the interconnection facilities, the relevant facilities of the transmission and/or distribution provider, and any required network upgrades identified in the studies required in section 6.9 of this document

Electrical one-line diagram attached: ☐ If none, please explain:

Enter appropriate explanation in this space or reference applicable attachment(s)

- 6.15 Specify and describe the current or new interconnection facilities (lines, transformers, switching equipment, system protection and controls, etc.) that bidder owns or is intending to construct or have constructed in order to deliver the proposed energy.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 6.16 Incremental data requirements;

1. IDV file(s) in PSSE v32 format modeling all upgrades to the transmission network identified in the studies required in section 6.7 of this document. ☐ If none, please explain:

Enter appropriate explanation in this space or reference applicable attachment(s)

2. If the Bidder does not use PSSE, provide in text format necessary modeling data as follows:

- Line Data:

Voltage Thermal Ratings Impedances (r, X and B)

Line Length: from to (bus numbers and names)

Enter appropriate explanation in this space or reference applicable attachment(s)

- Transformer data (including Phase shifting transformers if applicable): Terminal Voltages
Thermal Ratings

Impedance

From To

(bus numbers and names)

Enter appropriate explanation in this space or reference applicable attachment(s)

- Reactive compensation models as necessary

Enter appropriate explanation in this space or reference applicable attachment(s)

- Other changes to the model that would occur due to a Project such as terminal changes for lines/transformer/generator leads/loads etc.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 6.17 Please detail with supporting information and studies (as available) that the production/delivery profile contemplated in your proposal reflects constraints or curtailments, if any, after the upgrades that are expected to take place pursuant to interconnection at an equivalent to the CCIS. If you are planning to make voluntary upgrades beyond those associated with the CCIS-equivalent standard, as more fully described in the RFP, please describe the transmission network upgrades necessary, their estimated cost (for which the bidder would have cost responsibility, and the impact on the proposed generation schedule by reducing remaining constraints or curtailments.

Enter appropriate explanation in this space or reference applicable attachment(s)

**SECTION 7 OF APPENDIX A TO THE RFP
ENVIRONMENTAL ASSESSMENT, PERMIT ACQUISITION PLAN AND
ENVIRONMENTAL ATTRIBUTES CERTIFICATION**

This section addresses environmental and other regulatory issues associated with project siting, development and operations for all aspects of the project (including generation, delivery, storage, interconnection, etc.), and in all jurisdictions (federal, all interested states, etc.).

- 7.1 Provide a 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 and States that are responsible for issuing approval of all the permits, licenses, and environmental assessments and/or environmental impact statements. If a bidder has secured any permit or has applied for a permit, please indicate this in the response.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 7.2 Provide 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 in Section 10.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 7.3 Provide information (a) demonstrating past and current productive relationship with environmental, commercial and recreational fishing, federally recognized and state acknowledged tribes, Environmental Justice, and onshore stakeholders; and (b) demonstrating your track record of avoiding, minimizing, and mitigating environmental, fishing, tribal, environmental justice, and onshore impacts from projects similar to the proposed project.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 7.4 Please provide information on any fisheries mitigation measures designed to avoid, minimize and mitigate impacts on the commercial fishing industry, including but not limited to addressing all criteria specified under Fishing Impacts and Fisheries Mitigation Plan in Appendix J.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 7.5 Provide a preliminary environmental characterization of the site and project, including both construction and operation. In addition, the bidder should identify environmental impacts associated with the proposed project and any potential impediments to development. A plan to avoid, minimize, or mitigate such impacts or impediments should also be included. The analysis should address all criteria specified under Environmental Impacts and Environmental Mitigation Plan in Appendix J.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 7.6 Please provide information on potential impacts on Environmental Justice Populations and host communities, including but not limited to addressing all criteria specified under Environmental Justice Impacts in Appendix J.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 13.1 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.

Enter appropriate explanation in this space or reference applicable attachment(s)

Please provide a marked version of the Form MOU with DOER and MassCEC 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.

Attachments: Marked version of Form MOU with DOER and MassCEC

- 7.7 Provide documentation identifying the level of public support for the project including letters from public officials, newspaper articles, etc. Include information on specific localized support and/or opposition to the project of which the bidder is aware. Provide copies of any agreements with communities and other constituencies impacted by the project. Provide a stakeholder map and a plan for community engagement activities and targeted stakeholder outreach.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 7.8 Provide documentation demonstrating that the project will be qualified as New Class I Renewable Portfolio Standard Eligible Resource under M.G.L. c. 25A, § 11F, and 225 CMR 14.00.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 7.9 All bidders must include sufficient information and documentation that demonstrates that the bidder will utilize an appropriate tracking system to ensure a unit-specific accounting of the delivery of Offshore Wind Energy Generation, to enable the Department of Environmental Protection, in consultation with DOER, to accurately measure progress in achieving the commonwealth's goals under chapter 298 of the acts of 2008 or Chapter 21N of the General Laws. The RECs associated with Offshore Wind Energy Generation must be delivered into the Distribution Companies' NEPOOL GIS accounts.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 7.10 Identify any existing, preliminary or pending claims or litigation, or matters before any federal agency or any state legislature or regulatory agency that might affect the feasibility or timing of the project or the ability or timing to obtain or retain the required permits for the project.

Enter appropriate explanation in this space or reference applicable attachment(s)

SECTION 8 OF APPENDIX A TO THE RFP
ENGINEERING AND TECHNOLOGY; COMMERCIAL ACCESS TO EQUIPMENT

This section includes questions pertinent to the engineering design and project technology. This section must be completed for all aspects of a project including generation, storage (as applicable) delivery, and interconnection facilities. Bidders should provide information about the specific technology or equipment including the track record of the technology and equipment and other information as necessary to demonstrate that the technology is viable.

- 8.1 Provide a reasonable but preliminary engineering plan which includes the following information:
- i. Type of generation and delivery technology
 - ii. Major equipment to be used (including nacelle, hub, blade, tower, foundation, delivery facilities structures and platforms, electrical equipment and cable), including the primary and alternative turbine equipment and their expected capacity rating.
 - iii. Manufacturer of each of the equipment components listed above as well as the location of where each component will be manufactured.
 - iv. Status of acquisition of the equipment components, including whether orders are in place and/ or production slots secured
 - v. Whether the bidder has a contract for the equipment. If not, describe the bidder's plan for securing equipment and the status of any pertinent commercial arrangements
 - vi. Equipment vendors selected/considered
 - vii. Track record of equipment operations
 - viii. If the equipment manufacturer has not yet been selected, identify in the equipment procurement strategy the factors under consideration for selecting the preferred equipment

Enter appropriate explanation in this space or reference applicable attachment(s)

- 8.2 If the bidder has not yet selected the major equipment for a project, please provide a list of the key equipment suppliers under consideration.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 8.3 Please identify the same or similar equipment by the same manufacturer that are presently in commercial operation including the number installed, installed capacity and estimated generation for the past three years.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 8.4 For less mature technologies or equipment, provide evidence (including identifying specific applications) that the technology or equipment to be employed for energy production is ready for transfer to the design and construction phases. Also, address how the status of the technology or equipment is being considered in the financial and permitting plans for the project. Provide the status of testing/ qualification for any equipment in development.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 8.5 Please indicate if the bidder has a full and complete list of equipment needed for all physical aspects of the bid, including generation facilities, turbine support structures, electrical platforms, delivery facilities, and mandatory and voluntary transmission system upgrades. If not, identify the areas of uncertainty and when the full and complete list of equipment will be identified.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 8.6 Please indicate if the bidder has secured its equipment for all physical aspects of the bid, including generation facilities, delivery facilities, and mandatory and voluntary transmission system upgrades. If not, identify the long-lead equipment and describe the timing for securing this equipment.

Enter appropriate explanation in this space or reference applicable attachment(s)

SECTION 9 OF APPENDIX A TO THE RFP PROJECT SCHEDULE

A bidder must demonstrate that its proposal can be developed, permitted, financed, and constructed and be technically viable within a commercially reasonable timeframe. The bidder is required to provide sufficient information and documentation that shows that the bidder's resources, process and schedule are adequate for the acquisition of all rights, permits and approvals for all aspects of the project and for the financing of the project consistent with the proposed project milestone dates.

Bidders are required to provide a complete critical path schedule for the project from the notice of selection of the project for contract consideration to the start of commercial operations. For each project element, list the start and end date. The proposal must include a schedule with reasonable detail that demonstrates that the bidder has provided sufficient time for the application for, and receipt of, necessary permits, approvals, other commitments, project financing, completion of design work, and equipment procurement and construction in order to credibly complete the project reasonably consistent with the proposed Commercial Operation Date, meaning that the project is more likely than not to come online by the date that is projected within the proposal. The bidder should include critical milestones in its markup to the Form PPAs that are consistent with its proposal and are reasonably achievable.

- 9.1 Identify the elements on the critical path. The schedule should include, at a minimum, 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, procurement, facility contracts, start of construction, construction schedule, and any other requirements that could influence the project schedule and the commercial operation date.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 9.2 Describe and demonstrate that the project is more likely than not to come online by the commercial operation date that is projected within the proposal, as evidenced by documents filed by the bidder showing the following:
- Commencement of permitting processes;
 - A plan for completing all permitting processes;
 - Viable resource assessment;
 - Environmental assessment;
 - Viable financing plans along with detailed information requested in 2.2.2.3;
 - Viable installation and electrical interconnection plans;
 - Material progress towards the acquisition of all real property rights; and
 - Evidence of material vendor activity.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 9.3 Include a discussion on use of maritime vessels and access to them, as well as the bidder's plans to secure any specialized vessels or other equipment consistent with the

construction schedule. Provide any agreements, options, or other materials reflecting the bidder's efforts so far to secure such vessels or other equipment (and any letters of intent to the extent signed agreements are not in place). Also include a description and discussion of the laydown facility/facilities to be used for construction, assembly, staging, storage, and deployment.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 9.4 Detail the status of all critical path items, such as receipt of all necessary siting, environmental, and ISO-NE approvals.

Enter appropriate explanation in this space or reference applicable attachment(s)

SECTION 10 OF APPENDIX A TO THE RFP OPERATION AND LOGISTICS

This section of the proposal addresses necessary arrangements and processes for outfitting, assembly, storage and deployment of major project components such as turbine nacelles, blades, towers, foundations, and delivery facilities support structures, and other major components associated with delivery facilities and, and the storage facility (as applicable). Please provide a construction plan that captures the following objectives:

- 10.1 Please list the major tasks or steps associated with deployment of the proposed project and the necessary specialized equipment (e.g. vessels, cranes).

Enter appropriate explanation in this space or reference applicable attachment(s)

- 10.2 Please provide documentation to demonstrate site control for all marine terminals and other waterfront facilities that will be used to stage, assemble, and deploy the project for each stage of construction.

- i. Evidence that the bidder or the equipment/service provider have a valid lease, or option to lease, a marine terminal and/or waterfront facility for construction of the offshore wind energy project (e.g., by virtue of ownership or land development rights obtained from the owner).

Enter appropriate explanation in this space or reference applicable attachment(s)

- ii. 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. Provide any agreements, options, or other materials reflecting the bidder's efforts so far to secure real property rights (and any letters of intent to the extent signed agreements are not in place).

Enter appropriate explanation in this space or reference applicable attachment(s)

- iii. Identify any joint use of existing or proposed real property rights for marine terminal or waterfront facilities.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 10.3 Please describe the proposed approach for staging and deployment of major project components to the project site. Indicate the number, type and size of vessels that will be used, and their respective roles, as well as the projected timing of their use. Please include specific information on how the bidder's deployment strategy will conform to requirements of the Merchant Marine Act of 1920 (the Jones Act).

Enter appropriate explanation in this space or reference applicable attachment(s)

- 10.4 List the party (e.g. the bidder, or equipment/service providers under contract to the bidder) responsible for each deployment activity and describe the role of each party. Describe the status of bidder's contractual agreements with third-party equipment/service providers.

Enter appropriate explanation in this space or reference applicable attachment(s)

SECTION 11 OF APPENDIX A TO RFP OPERATION AND MAINTENANCE

Projects that can demonstrate that the operation and maintenance (“O&M”) plan, level of funding, and mechanism for funding will ensure reliable operations of all aspects of the project during the term of the contract are preferred.

- 11.1 Provide an O&M plan for the project that demonstrates the long term operational viability of the proposed project. The plan should include the location of the O&M base, a discussion of the staffing levels proposed for the project, the expected role of the project sponsor or turbine manufacturer/outside contractor, scheduling of major maintenance activity, and the plan for testing equipment.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 11.2 Please provide documentation to demonstrate site control for all marine terminals and other waterfront facilities that will be used for O&M.
- i. If available, evidence that the bidder or the equipment/service provider have right(s) to use a marine terminal and/or waterfront facility for O&M of the offshore wind energy project (e.g., by virtue of ownership or land development rights obtained from the owner).
 - ii. 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.
 - iii. Identify any joint use of existing or proposed real property rights for marine terminal or waterfront facilities.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 11.3 Describe in detail the proposed O&M funding mechanism and funding levels to support planned and unplanned O&M requirements.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 11.4 Describe the terms (or expected terms) of the warranties and/or guarantees on major equipment that the bidder is utilizing or proposing to utilize.

Enter appropriate explanation in this space or reference applicable attachment(s)

Green Communities Act Section 83C Request For Proposal

- 11.5 Describe the status of the project sponsor in securing any O&M agreements or contracts. Include a discussion of the sponsor's plan for securing a medium-term or long-term O&M contract, including the expected provider of O&M services.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 11.6 Provide examples of the bidder's experience with O&M services for other similar projects.

Enter appropriate explanation in this space or reference applicable attachment(s)

SECTION 12 OF APPENDIX A TO RFP PROJECT MANAGEMENT/EXPERIENCE

Bidders are required to demonstrate project experience and management capability to successfully develop and operate all aspects of the project proposed. The Evaluation Team is particularly interested in project teams that have demonstrated success in projects of similar type, size and technology and can demonstrate an ability to work together effectively to bring the project to commercial operation in a timely fashion.

- 12.1 Provide an organizational chart for the project that lists the project participants and identifies the corporate structure, including general and limited partners.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 12.2 Provide statements that list the specific experience of the bidder and each of the project participants (including, when applicable, the bidder, partners, and proposed contractors), in developing, financing, owning, and operating generating and delivery facilities, other projects of similar type, size and technology, and any evidence that the project participants have worked jointly on other projects.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 12.3 Provide a management chart that lists the key personnel dedicated to this project and provide resumes of the key personnel. Key personnel of the bidder's development team having substantial project management responsibilities must have:

- i. Successfully developed and/or operated one or more projects of similar size or complexity or requiring similar skill sets; and
- ii. Experience in financing power generation projects (or have the financial means to finance the project on the bidder's balance sheet).

Enter appropriate explanation in this space or reference applicable attachment(s)

- 12.4 Provide a listing of all projects the project sponsor has successfully developed or that are currently under construction. Provide the following information as part of the response:

- i. Name of the project
- ii. Location of the project
- iii. Project type, size and technology
- iv. Distance from shore and mean water depth of project
- v. Commercial operation date

- vi. Estimated and actual capacity factor of the project for the past three years
- vii. Availability factor of the project for the past three years
- viii. References, including the names and current addresses and telephone numbers of individuals to contact for each reference.

Enter appropriate explanation in this space or reference applicable attachment(s)

12.5 With regard to the bidder's project team, identify and describe the entity responsible for the following, as applicable:

- i. Construction Period Lender
- ii. Operating Period Lender and/or Tax Equity Provider
- iii. Financial Advisor
- iv. Environmental Consultant
- v. Facility Operator and Manager
- vi. Owner's Engineer
- vii. Transmission/Delivery Consultant
- viii. Legal Counsel

Enter appropriate explanation in this space or reference applicable attachment(s)

12.6 Describe the experience and expertise of the bidder and project team needed to successfully develop, finance, construct, and operate and maintain its proposed eligible project on schedule and according to the bidder's commitments to a competitive procurement process. Describe the Bidder's continuity of corporate management through successful project development.

Enter appropriate explanation in this space or reference applicable attachment(s)

12.7 Describe the Bidder's track record developing similar projects, including consideration of any project delays, amendments, defaults, and performance issues, including on prior long-term contracts. Describe any prior failures to achieve commercial operation dates under other PPAs and credible description of how the current proposed project will avoid similar project delays or development issues.

Enter appropriate explanation in this space or reference applicable attachment(s)

12.8 Describe the bidder's relevant experience supporting similar projects in a state or federal regulatory or judicial forum. This experience can be established with examples of one or more key member(s) of the development team advocating in favor of a similar project in a regulatory proceeding, before a court, or in another tribunal.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 12.9 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.

Enter appropriate explanation in this space or reference applicable attachment(s)

SECTION 13 OF APPENDIX A TO THE RFP
DEMONSTRATED, VERIFIABLE COMMITMENT TO CREATE AND FOSTER
EMPLOYMENT AND ECONOMIC DEVELOPMENT AND OTHER DIRECT BENEFITS

- 13.2 Please provide an estimate of the number of jobs to be created directly during project development and construction, and during operations, and a general description of the types of jobs created, duration of employment, estimated annual compensation, the employer(s) for such jobs, and the location. Employment impacts should be broken out by state and the region as a whole and highlight any impacts in economically distressed areas. Please treat the development, construction, and operation and maintenance periods separately in your response. All information provided must be measurable.

Enter appropriate explanation in this space or reference applicable attachment(s)

Please describe employment opportunities for members of federally recognized and state acknowledged tribes in the Commonwealth, workers from low-income communities and certified minority-owned and women-owned small business enterprises in the Commonwealth, as well residents of any Environmental Justice neighborhoods impacted by the project.

Enter appropriate explanation in this space or reference applicable attachment(s)

Please describe any investments in workforce development to support the offshore wind industry, which may include partnerships with proximate vocational and technical schools, community colleges, labor groups, and community-based organizations to create paid training, internship, apprenticeship programs and educational programs paired with transitional work opportunities.

Enter appropriate explanation in this space or reference applicable attachment(s)

Please describe project support for workforce harmony and community benefits through Community Benefits Agreements and workforce agreements with appropriate labor organizations for construction, renovation, reconstruction, alteration, installation, demolition, expansion, maintenance and repair.

Enter appropriate explanation in this space or reference applicable attachment(s)

Please describe the status of any contractual commitments with respect to direct job creation and provide any pertinent agreements that have been executed.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 13.3 Please describe any plans to meet federal domestic content and labor requirements in order to maximize federal tax credits available to the project under the Inflation Reduction Act (IRA).

Enter appropriate explanation in this space or reference applicable attachment(s)

- 13.4 Please describe and quantify any other economic activity or development expected to result directly from the proposed project. Impacts should be broken out by state and the region as a whole and highlight any impacts in economically distressed areas. Direct economic activity/development will be evaluated based on scale relative to project size, credibility and firmness. Preference will be given to commitments that secure long-term benefits; begin to provide benefits during project development, construction, installation,

and the first five years of operations; direct benefits to Environmental Justice populations and host communities. Commitments will be evaluated by the degree or extent to which the asserted benefits are contractually committed to by the bidder. Specific commitments to economic activity or development may include (but are not limited to):

- Direct and reasonably certain commitments made on or after July 1, 2022 to capital investments in the manufacture, fabrication and assembly within the commonwealth of domestic supply chain components of the offshore wind industry. Bidders are further directed to describe, if applicable, how the proposed supply chain investments are complementary to any other supply chain investments made by the parent company to support other offshore wind projects in the region.
- Utilization and investment in port facilities and infrastructure during project development, construction, and operation and maintenance of the project.
- Investment in offshore wind-related research and innovation initiatives or partnerships.
- Economic development activities and investments that directly benefit economically distressed areas and Environmental Justice populations, especially those directly impacted by the project.

13.5 Please describe the status of any contractual commitments with respect to economic development and provide any pertinent agreements that have been executed.

Enter appropriate explanation in this space or reference applicable attachment(s)

Please specify the administrator of any funds (i.e. fund administered by a third-party or by the Bidder).

Enter appropriate explanation in this space or reference applicable attachment(s)

13.6 To the extent not already specified elsewhere in your response, please address the factors listed in RFP Section 2.2.4.1 and describe any benefits or impacts associated with the proposed project.

Enter appropriate explanation in this space or reference applicable attachment(s)

13.7 Please demonstrate any benefits to low-income ratepayers in the Commonwealth, as outlined in Section 2.2.4.2, and describe how the project minimizes and mitigates, to the extent feasible, ratepayer impacts. Benefits to low-income ratepayers may include, but are not limited to, projects that reduce the energy burden for low-income ratepayers through energy efficiency or renewable energy upgrades; direct funding of rate relief through grant programs, support of existing community programs or other funding opportunities. Describe the impact, if any, those benefits will have on the cost to the project.

Enter appropriate explanation in this space or reference applicable attachment(s)

Please provide copies of any agreements to effectuate those benefits.

Enter appropriate explanation in this space or reference applicable attachment(s)

13.8 Please provide a diversity, equity and inclusion plan that includes a Workforce Diversity Plan and the Supplier Diversity Program Plan as outlined in Section 2.2.4.3 of the RFP. Describe consultation with the Massachusetts Supplier Diversity Office, as applicable.

Enter appropriate explanation in this space or reference applicable attachment(s)

- 13.9 Please describe the strategy and mechanisms to track and report on any applicable commitments, including progress in achieving promised employment and economic benefits and the goals in the diversity, equity and inclusion plan, based on the template provided in the Form MOU with DOER and MassCEC and any other supplemental plans for tracking and reporting.

Enter appropriate explanation in this space or reference applicable attachment(s)

Please provide a marked version of the Form MOU with DOER and MassCEC 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.

Attachments: Marked version of Form MOU with DOER and MassCEC

- 13.10 The Section 13 Addendum: Economic Development Summary Sheet is a Microsoft Excel workbook provided on MACleanEnergy.com. Please fill out and submit the Section 13 Addendum to accompany responses in this section.

Attachments: Copy of completed Section 13 Addendum in Excel format (.xls or .xlsx file):

SECTION 14 OF APPENDIX A TO THE RFP EXCEPTIONS TO FORM PPA

Please attach an explanation of any exceptions to the Form PPA set forth in Appendices B-1 and B-2. Comments to the proposed Form PPA must include any specific alternative provisions in a redline format to the Form PPA. If the bidder is proposing a two-phased project with each phase covered by a separate contract, the bidder should provide two separate contracts with specific alternative provisions to the Form PPA in redline format.

Bidders are discouraged from proposing material changes to the Form PPA.

SECTION 15 OF APPENDIX A TO THE RFP
EXCEPTIONS TO FORM COMMITMENT AGREEMENT

Please attach an explanation of any exceptions to the Form Commitment Agreement set forth in Appendix G. Comments to the proposed Form Commitment Agreement must include any specific alternative provisions in a redline format to the Form Commitment Agreement.

Bidders are discouraged from proposing material changes to the Form Commitment Agreement.

APPENDIX B - 1

FORM OF CLASS 1 POWER PURCHASE AGREEMENT (NATIONAL GRID)

[See Separate Document]

APPENDIX B – 2

FORM OF CLASS 1 POWER PURCHASE AGREEMENT (EVERSOURCE/UNITIL)

[See Separate Document]

APPENDIX C: CERTIFICATION AND AUTHORIZATION

A proposal will be considered incomplete unless all required signatures are provided.

The undersigned certifies that he or she is an authorized officer or other authorized representative of the Bidder, and further certifies that:

(1) the Bidder has reviewed this RFP and all attachments and has investigated and informed itself with respect to all matters pertinent to this RFP and its proposal; (2) the Bidder's proposal is submitted in compliance with all applicable federal, state and local laws and regulations, including antitrust and anti-corruption laws; (3) the Bidder is bidding independently and that it has no knowledge of non-public information associated with a proposal being submitted by another party in response to this RFP other than a response submitted: (a) by an affiliate of that bidder or (b) for a project in which that bidder is also a project proponent or participant, which, in each case, must be disclosed in writing to the Evaluation Team with each such bidder's or affiliated bidder's proposal; (4) the Bidder has no knowledge of any confidential information associated with development of the RFP; (5) the Bidder's proposal has not been developed utilizing knowledge of any non-public information associated with the development of the RFP; (6) the Bidder has not obtained any confidential bidding- related information directly or indirectly from any of the Distribution Companies, in preparation of its bid; (7) except as disclosed by the Bidder in the relevant portions of its response, the Bidder is not an Affiliated Company of any Massachusetts investor- owned electric Distribution Company and no Distribution Company which is seeking proposals pursuant to the RFP has a financial or voting interest, controlling or otherwise in the bidder or the bidder's proposed project; (8) the bidder accepts that confidential information about their proposal might be shared with any members of the Evaluation Team, the Evaluation Team Consultant, the Independent Evaluator, ISO-NE or Other Authorities personnel; (9) the bidder shall abide by/accept all rules and protocols put in place to maintain a fair, competitive, and transparent solicitation process; and (10) the bidder will continue to observe these requirements throughout the RFP process.

Violation of any of the above requirements may be reported to the appropriate government authorities and shall disqualify the Bidder from the RFP process.

The undersigned further certifies that the prices, terms and conditions of the Bidder's proposal are valid and shall remain open, without modification except as allowed in this RFP, until March 28, 2022, unless otherwise extended by mutual agreement between the bidder(s) and the Distribution Companies.

The undersigned further certifies that he or she has personally examined and is familiar with the information submitted in this proposal and all appendices thereto, and based on reasonable investigation, including inquiry of the individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of the undersigned's knowledge and belief.

The undersigned understands that a false statement or failure to disclose material information in the submitted proposal may be punishable as a criminal offense under applicable law. The undersigned further certifies that that this proposal is on complete and accurate forms as provided without alteration of the text. The undersigned further understands and agrees to the provisions of this RFP related to confidential information, and consents to the limited exchange and sharing of confidential information related to the Bidder's proposal as described in this RFP, including with members of the Evaluation Team, the Independent Evaluator, ISO-NE, or and adjacent Control Area personnel.

Bidder or Bidder's Authorized Representative

Print or Type Name

Project Title(s) as Submitted to the Evaluation Team

Title

Date

APPENDIX D: PROCUREMENT STATUTES

MASSACHUSETTS GREEN COMMUNITIES ACT SECTION 83C

Section 83C. (a) To facilitate the financing of offshore wind energy generation resources in the commonwealth, every distribution company shall, in coordination with the department of energy resources, jointly and competitively solicit proposals for offshore wind energy generation; and provided, that reasonable proposals have been received, shall enter into cost-effective long-term contracts.

(b) The timetable and method for solicitations of long-term contracts shall be proposed by the department of energy resources in coordination with the distribution companies using a competitive bidding process and shall be subject to review and approval by the department of public utilities. The department of energy resources shall consult with the distribution companies and the attorney general regarding the choice of solicitation methods. A solicitation may be coordinated and issued jointly with other New England states or entities designated by those states. The distribution companies, in coordination with the department of energy resources, may conduct 1 or more competitive solicitations through a staggered procurement schedule developed by the department of energy resources; provided, however, that the schedule shall ensure that the distribution companies enter into cost-effective long-term contracts for offshore wind energy generation equal to approximately 5,600 megawatts of aggregate nameplate capacity not later than June 30, 2027, including capacity authorized pursuant to section 21 of chapter 227 of the acts of 2018; provided further, that individual solicitations shall seek proposals for not less than 400 megawatts of aggregate nameplate capacity of offshore wind energy generation resources. The staggered procurement schedule shall be developed by the department of energy resources and shall specify that any subsequent solicitation shall occur within 24 months of a previous solicitation. Proposals received pursuant to a solicitation under this section shall be subject to review by the department of energy resources and the executive office of housing and economic development in consultation with the independent evaluator and the electric distribution companies shall offer technical advice. As part of the evaluation process, the department of energy resources shall produce a numeric score for each bid's economic development commitments and for plans for financial and technical assistance to support wildlife and habitat monitoring.

(c) The department of energy resources may condition the determination of any winning bid upon a bidder's inclusion of regional or project-specific transmission costs or, alternatively, upon the bidder's agreement to utilize transmission procured in a separate solicitation conducted by the department. The department shall give preference to proposals that demonstrate benefits from: (i) direct and reasonably certain commitments made on or after July 1, 2022 to capital investments in the manufacture, fabrication and assembly within the commonwealth of domestic supply chain components of the offshore wind industry; (ii) mitigation, minimization and avoidance of detrimental environmental and socioeconomic impacts, including through meaningful consultation with impacted environmental and socioeconomic stakeholders, including federally recognized and state acknowledged tribes and commercial and recreational fishing; (iii) support for workforce harmony and community benefits through workforce agreements with appropriate labor organizations for construction, renovation, reconstruction, alteration, installation, demolition, expansion, maintenance and repair; (iv) employment opportunities for members of federally recognized and state acknowledged tribes in the commonwealth, workers from low-income communities and certified minority-owned and women-owned small business enterprises in the commonwealth; (v) the maximization, to the extent feasible, of economic development and employment contributions to the commonwealth; (vi) additional benefits to low-income communities and low-income ratepayers in the commonwealth, including opportunities for diversity, equity and inclusion; (vii) minimization and mitigation, to the extent feasible, of ratepayer impacts; (viii) commitments to enter into long-term contracts to purchase offshore wind energy with businesses, nonprofit organizations, a municipality or group of municipalities with an approved municipal load aggregation plan pursuant to section 134 of chapter 164 of the General Laws or other government entities directly or through an aggregation pursuant to section 137 of said chapter 164; (ix) energy storage, including new and existing mid-duration and long-duration energy storage systems; and (x) resources able to guarantee firm energy delivery. The department of energy resources shall, in consultation with the independent evaluator, issue a final, binding determination of the winning bid; provided, however, that the final contract executed shall be subject to review by the department of public utilities, and the department of public utilities may allow

contractual adjustments for project cost differentials attributable to the utilization or non-utilization of separate transmission procured by the commonwealth. The department of energy resources may require additional solicitations to fulfill the requirements of this section. If the department of energy resources, in consultation with the independent evaluator, determines that reasonable proposals were not received pursuant to a solicitation, the department may terminate the solicitation and may require additional solicitations to fulfill the requirements of this section.

(d) In developing proposed long-term contracts, the distribution companies shall consider long-term contracts for renewable energy certificates, for energy and for a combination of both renewable energy certificates and energy. A distribution company may decline to pursue a contract if the contract's terms and conditions would require the contract obligation to place an unreasonable burden on the distribution company's balance sheet after consultation with the department of energy resources; provided, however, that the distribution company shall take all reasonable actions to structure the contracts, pricing or administration of the products purchased under this section to prevent or mitigate an impact on the balance sheet or income statement of the distribution company or its parent company, subject to the approval of the department of public utilities; and provided further, that mitigation shall not increase costs to ratepayers. If a distribution company deems all contracts to be unreasonable, the distribution company shall consult with the department of energy resources and, within 20 days of the date of its decision, submit a filing to the department of public utilities. The filing shall include, in the form and detail prescribed by the department of public utilities, documentation supporting the distribution company's decision to decline the contract. Following a distribution company's filing, and within 4 months of the date of filing, the department of public utilities shall approve or reject the distribution company's decision and may order the distribution company to reconsider any contract. The department of public utilities shall take into consideration the department of energy resources' recommendations on the distribution company's decision. The department of energy resources may require additional solicitations to fulfill the requirements of this section.

(e)(1) The department of public utilities shall promulgate regulations consistent with this section. The regulations shall: (i) allow developers of offshore wind energy generation to submit proposals for long-term contracts consistent with this section; (ii) require that a proposed long-term contract executed by the distribution companies under a proposal be filed with, and approved by, the department of public utilities before becoming effective; (iii) provide for an annual remuneration for the contracting distribution company equal to 2.25 per cent of the annual payments under the contract to compensate the company for accepting the financial obligation of the long-term contract; provided, however, that such provision shall be acted upon by the department of public utilities at the time of contract approval; (iv) require associated transmission costs to be incorporated into a proposal; provided, however, that, to the extent there are regional or project-specific transmission costs included in a bid, the department of public utilities may, if it finds such recovery to be in the public interest, authorize or require the contracting parties to seek recovery of such transmission costs from other states or from benefitted entities or populations in other states through federal transmission rates, consistent with policies and tariffs of the Federal Energy Regulatory Commission; and (v) require that proposals meet the following criteria: (A) where feasible, create and foster economic development and quality, high-demand jobs in the commonwealth; (B) provide enhanced electricity reliability, system safety and energy security; (C) contribute to reducing winter electricity price spikes; (D) be cost effective and beneficial to electric ratepayers in the commonwealth over the term of the contract, taking into consideration potential costs and benefits to the ratepayers, including potential economic and environmental benefits and opportunities to equitably allocate costs to, and equitably share costs with, other states and populations within other states that may benefit from offshore wind generation procured by the commonwealth; (E) avoid line loss and mitigate transmission costs to the extent possible and ensure that transmission cost overruns, if any, are not borne by ratepayers; (F) adequately demonstrate project viability in a commercially reasonable timeframe; (G) allow offshore wind energy generation resources to be paired with energy storage systems, including new and existing mid-duration and long-duration energy storage systems; (H) include an initial environmental and fisheries mitigation plan for the construction and operation of such offshore wind facilities, including consideration of commercial, recreational and indigenous fishing rights; (I) mitigate impacts to the marine environment by providing financial and technical assistance to support robust monitoring of wildlife and habitat through contributions to regional and tribal research efforts; (J) include benefits to environmental justice populations and low-income ratepayers in the commonwealth; and (K) include opportunities for diversity, equity and inclusion,

including, at a minimum, a workforce diversity plan and a supplier diversity program plan.

(2) A proposed long-term contract shall be subject to the review and approval of the department of public utilities and shall be apportioned among the distribution companies. As part of its approval process, the department of public utilities shall consider recommendations by the attorney general, which shall be submitted to the department within 45 days following the filing of a proposed long-term contract with the department. The department of public utilities shall take into consideration the department of energy resources' recommendations on the potential costs and benefits to the rate payers, including economic and environmental benefits and opportunities to equitably allocate costs to, and equitably share costs with, other states and populations within other states that may benefit from offshore wind generation procured by the commonwealth, and the requirements of chapter 298 of the acts of 2008 and chapter 21N of the General Laws. The department of public utilities shall consider the potential costs and benefits of the proposed long-term contract and shall approve a proposed long-term contract if the department finds that the proposed contract is in the public interest and is a cost-effective mechanism for procuring beneficial, reliable renewable energy on a long-term basis, taking into account the factors outlined in this section. A distribution company shall be entitled to cost recovery of payments made under a long-term contract approved under this section.

- (f) The department of energy resources and the attorney general shall jointly select, and the department of energy resources shall contract with, an independent evaluator to monitor and report on the solicitation and bid selection process in order to assist the department of energy resources in determining whether a proposal received pursuant to subsection (b) is reasonable and to assist the department of public utilities in its consideration of long-term contracts filed for approval. To ensure an open, fair and transparent solicitation and bid selection process that is not unduly influenced by an affiliated company, the independent evaluator shall: (1) issue a report to the department of public utilities analyzing the timetable and method of solicitation and the solicitation process implemented by the distribution companies and the department of energy resources under subsection (b) and include recommendations, if any, for improving the process; and (2) upon the opening of an investigation by the department of public utilities into a proposed long-term contract for a winning bid proposal, file a report with the department of public utilities that summarizes and analyzes the solicitation and the bid selection process, and provide the independent evaluator's assessment of

whether all bids were evaluated in a fair and objective manner. The independent evaluator shall have access to the information and data related to the competitive solicitation and bid selection process that is necessary to fulfill the purposes of this subsection; provided, however, that the independent evaluator shall ensure that all proprietary information remains confidential. The department of public utilities shall consider the findings of the independent evaluator and may adopt recommendations made by the independent evaluator as a condition for approval. If the independent evaluator concludes in the findings that the solicitation and bid selection of a long-term contract was not fair and objective and that the process was substantially prejudiced as a result, the department of public utilities shall reject the winning bid proposal.

(g) The distribution companies shall each enter into a contract with the winning bidders for their apportioned share of the market products being purchased from the project. The apportioned share shall be calculated and based upon the total energy demand from all distribution customers in each service territory of the distribution companies.

(h) A distribution company may elect to use any energy purchased under such contracts for sale to its customers and may elect to retain renewable energy certificates to meet the applicable annual renewable portfolio standard requirements under said section 11F of said chapter 25A. If the energy and renewable energy certificates are not so used, the distribution companies shall sell the purchased energy into the wholesale market and, provided that the department of energy resources has not notified the distribution company that the renewable energy certificates should be retained to facilitate reaching emission reduction targets pursuant to [chapter 298 of the acts of 2008](#) or [chapter 21N of the General Laws](#), shall sell the purchased renewable energy certificates to minimize the costs to ratepayers under the contract; provided, however, that the department of energy resources shall conduct periodic reviews to determine the impact on the energy and renewable energy certificate markets of the disposition of energy and renewable energy certificates under this section. The department of energy resources may issue reports recommending legislative changes if it determines that said disposition of energy and renewable energy certificates is adversely affecting the energy and renewable energy certificate markets.

(i) If a distribution company sells the purchased energy into the wholesale market and sells the renewable energy certificates, the distribution company shall net the cost of payments made to projects under the long-term contracts against the net proceeds obtained from the sale of energy and renewable energy certificates, and the difference shall be credited or charged to all distribution customers through a uniform fully reconciling annual factor in distribution rates, subject to review and approval of the department of public utilities.

(j) A long-term contract procured under this section shall utilize an appropriate tracking system to ensure a unit specific accounting of the delivery of clean energy, to enable the department of environmental protection, in consultation with the department of energy resources, to accurately measure progress in achieving the commonwealth's goals under [chapter 298 of the acts of 2008](#) or [chapter 21N of the General Laws](#).

(k) The department of energy resources and the department of public utilities may jointly develop requirements for a bond or other security to ensure performance with the requirements of this section.

(l) The department of energy resources may promulgate regulations necessary to implement this section.

(m) .The plan required in subclause (H) of clause (v) of paragraph (1) subsection (e) shall include, but shall not be limited to, a detailed description of the best management practices and any on-site or off-site mitigation the applicant shall employ, informed by the latest science at the time the plan is made, that will avoid, minimize and mitigate impacts to wildlife, including, but not limited to: threatened or endangered species such as North Atlantic right whales, coastal and marine habitats; natural resources; ecosystems; and traditional or existing water-dependent uses, including, but not limited to, commercial and recreational fishing. The plan shall include pre-construction and post-construction monitoring to understand the effects of facilities on marine and avian species.

APPENDIX E: CONFIDENTIAL INFORMATION WITH RESPECT TO MASSACHUSETTS

With respect to the Commonwealth of Massachusetts, and subject to the confidentiality provisions described above for information associated with this solicitation in the possession of the Commonwealth of Massachusetts, the Massachusetts Distribution Companies shall use commercially reasonable efforts to treat the confidential information that they receive from bidders in a confidential manner and not, except: (1) as required by law; (2) pursuant to a request for information in a regulatory or judicial proceeding; or (3) pursuant to a request for information by a public utilities commission with supervisory authority over any of the Massachusetts Distribution Companies, disclose such information to any third party or use such information for any purpose other than in connection with this RFP; provided, however, that if such confidential information is sought in any regulatory or judicial inquiry or proceeding or pursuant to a request for information by a public utilities commission with supervisory authority over any of the Massachusetts Distribution Company, the Massachusetts Distribution Companies shall take reasonable steps to limit disclosure and use of said confidential information through the use of non-disclosure agreements or requests for orders seeking protective treatment, and shall inform the bidders that the confidential information is being sought. Bidders are advised that the Massachusetts Distribution Companies will share bid information with (a) the Massachusetts DOER to facilitate DOER's ability to perform its role under Section 83C, which includes its obligations to assess: (1) the process followed by the Massachusetts Distribution Companies; and (2) the merits of one or more PPAs proposed for approval to the MDPU and (b) the Independent Evaluator to facilitate the Independent Evaluator's performance of its role pursuant to Section 83C and this RFP. Pursuant to G.L. c. 25A, § 7, DOER has statutory authority to protect price, inventory and product delivery data. Notwithstanding the foregoing, in the event such confidential information is shared pursuant to a request for confidential treatment and confidential treatment is not afforded, the Massachusetts Distribution Companies shall not be held responsible. Similarly, bidders shall use commercially reasonable efforts to treat all confidential information received from the Massachusetts Distribution Companies in a confidential manner and will not, except as required by law or in a regulatory or judicial proceeding, disclose such information to any third party or use such information for any purpose other than in connection with this RFP; provided, however that if such confidential information is sought in any regulatory or judicial proceeding, the bidders shall take reasonable steps to limit disclosure and use of said confidential information through the use of non-disclosure agreements or requests for orders seeking protective treatment, and shall inform the Massachusetts Distribution Companies that the confidential information is being sought.

Bidders are advised that, per MDPU requirements, confidential bidder information may be disclosed during the MDPU approval process to parties that are granted full intervenor status in the proceeding. In past proceedings, full intervenor status has been granted to competitive suppliers and industry trade groups, and therefore, confidential bidder information has been

required, subject to an executed NDA, to be disclosed to legal counsel and/or a third-party consultant retained by the intervener for purposes of the proceeding.

Bidders are advised that, for any requests of the Massachusetts Distribution Companies for bidder information other than as described in the previous two paragraphs, the Massachusetts Distribution Companies will recommend that the party seeking bidder information contact the bidder directly to request such information and negotiate a non-disclosure agreement, as necessary.

APPENDIX F-1: STANDARD OF CONDUCT – NATIONAL GRID

STANDARD OF CONDUCT GOVERNING ACTIVITY RELATED TO THE SECTION 83C ROUND 4 OFFSHORE WIND SOLICITATION March 7, 2023

INTRODUCTION

Massachusetts Department of Energy Resources (“DOER”) intends to issue a competitive solicitation for long-term contracts to purchase energy and/or renewable energy certificates from offshore wind energy generating facilities and any associated transmission service also referred to as “Section 83C Round 4,” in coordination with the Massachusetts electric distribution companies (the “EDCs”).³⁰ Massachusetts Electric Company and Nantucket Electric Company, each d/b/a National Grid Energy, along with other non-affiliated EDCs, will support DOER with respect to the development of this procurement framework and the evaluation of proposals received in response, and will be counterparties to any long-term power purchase agreements awarded pursuant to this procurement.

PURPOSE

The purpose of this Standard of Conduct is to establish uniform protocols and standards to govern the conduct of National Grid employees and representatives related to the Section 83C Round 4 process. Nothing in this document is intended to affect or modify the rights, obligations or duties of the EDCs arising under applicable state or federal laws, regulations or orders, but may provide additional obligations as it relates to the Section 83C Round 4 process to the extent provided for herein.

The EDCs acknowledge the need to follow a certain standard of conduct to ensure that the Section 83C Round 4 process is conducted in a fair, transparent, and competitive manner; all laws, regulations, rules, and standards and codes of conduct are observed, including, specifically, the Department of Public Utilities regulations 220 CMR 12.00, “Standards of Conduct for Distribution Companies and their Competitive Affiliates,” which address costs and accounting, among other things; all potential bidders are treated equally; no potential bidder, including specifically an National Grid competitive affiliate, receives preferential treatment or confidential, non-public information not available to other potential bidders, enabling it to gain an unfair competitive advantage; and the efforts of the EDCs in the Section 83C Round 4 process do not create any actual or apparent conflict of interest. The EDCs seek to avoid any actual or apparent conflict of interest by and among themselves and their affiliates who may submit a proposal and who may be participating in the solicitation and evaluation of proposals in the Section 83C Round 4 process.

STANDARDS

1. These standards are to be followed by all employees and representatives of National Grid

³⁰ This is the fourth solicitation for offshore wind and it is part of a staggered procurement schedule developed by DOER, in coordination with the EDCs, in accordance with the authority granted to DOER under Section 61 of Chapter 179 of the Acts of 2022 to require the EDCs to jointly and competitively conduct offshore wind generation solicitations and procurements to ensure that the EDCs enter into cost-effective contracts for Offshore Wind Energy Generation equal to approximately 5,600 MW of aggregate nameplate capacity not later than June 30, 2027. The Distribution Companies and DOER will issue subsequent solicitations as necessary, consistent with Section 83C. St. 2016, c. 188, s. 12 amended St. 2008, c. 169, s. 83. This section was later supplemented by St. 2018, c. 227, s. 21(a), and amended by St. 2021, c. 24, s. 69 and St. 2022, c. 179, s. 61.

participating on behalf of the EDC or a Competitive Affiliate (as defined in 220 CMR 12.02) with respect to an RFP issued from the Section 83C Round 4 process, and all such persons must review, understand, acknowledge and agree to adhere to these standards in connection therewith.

- a. Effective March 7, 2023, and through and until the date described in paragraph 15 below, the EDC shall designate, and add within a reasonably timely manner, the individuals participating with respect to an RFP issued from the Section 83C Round 4 process. With respect to the Section 83C Round 4 process, each such individual shall be designated to be a **Common Supervisor** or on either a **Bid Team** or an **Evaluation Team**, no individual shall be a member of both a **Bid Team** and an **Evaluation Team**, and no individual may change from one team to the other during the Section 83C Round 4 process. Nor may an individual change from one team to the other for a period of at least two (2) years from the termination of their last participation on a **Bid Team** or **Evaluation Team** in a prior offshore wind solicitation process; however, such above-noted individual changes from one team to another does not negate the five (5) year obligation to maintain confidential information noted in Section 15 below. For the avoidance of doubt, this provision applies to and supersedes any prior related Section 83C Rounds 1, 2 or 3 or 83D Standard of Conduct provision. The **Evaluation Team** will comprise employees and consultants/representatives of National Grid who participate in the planning, conduct, administration, endorsement, or oversight of the development of an RFP issued from the Section 83C Round 4 process, the evaluation of proposals, selection of proposed projects, negotiation of any agreements, and related filings with state and/or federal regulatory authorities on behalf of the EDC in connection with the Section 83C Round 4 process. National Grid provided the Independent Evaluator an initial list of its members of the **Evaluation Team** on or about March 7, 2023 (but one which is comprehensive based on National Grid's plans at that time). National Grid may add more members to the **Evaluation Team** over time.
- b. The **Bid Team** will comprise employees and consultants/representatives of National Grid who participate in the planning, conduct, administration, endorsement, or oversight of the development of a proposal on behalf of a Competitive Affiliate in response to an RFP issued from the Section 83C Round 4 process. National Grid provided the Independent Evaluator an initial list of its **Bid Team** on or about March 7, 2023 (but one which is comprehensive based on National Grid's plans at that time). National Grid may add more members to the **Bid Team** over time.
- c. Individuals who are neither members of the **Bid Team** nor **Evaluation Team** but who supervise in the normal course of their job responsibilities two or more employees who are participating on the **Bid Team** and the **Evaluation Team** shall be identified as "**Common Supervisors**". National Grid provided the Independent Evaluator an initial list of its **Common Supervisors** on or about March 7, 2023 (but one which is comprehensive based on National Grid's plans at that time). National Grid may add more **Common Supervisors** over time.
- d. For any Massachusetts competitive energy solicitation following 83C Round 4 where the person switching from one team to the other is due to an ordinary, non- temporary change in job title and/or responsibilities and is otherwise allowed, National Grid shall post on the website for the competitive energy solicitation (in which that person is first participating) as a member of the opposite team:
 - i. The identity of any **Bid Team** member in a past solicitation who has become an **Evaluation Team** member in a current solicitation;

- ii. The identity of any **Evaluation Team** member in a past solicitation who has become a **Bid Team** member in a current solicitation;
 - iii. The person's new job title and responsibilities;
 - iv. The last date that the person participated on either the Evaluation Team or the Bid Team; and
 - v. The confidentiality obligations under this Standard of Conduct shall continue to apply to all persons who switch from one team to the other, except to the extent information is in the public realm or allowed pursuant to this Standard of Conduct.
- 2. With respect to each aspect of the Section 83C Round 4 process described above, the degree of participation and the conduct of the EDC or a Competitive Affiliate will be consistent with applicable state and federal laws, regulations and orders.
- 3. The EDC and/or a Competitive Affiliate may take further actions above and beyond these guidelines as it or they deem necessary or appropriate to avoid an actual or perceived conflict of interest in connection with the Section 83C Round 4 process or an RFP issued thereunder or to reduce the possibility of non-compliance with this Standard of Conduct.
- 4. Throughout the Section 83C Round 4 process, the **Bid Team** and the **Evaluation Team** will be represented by separate in-house legal counsel. The **Bid Team** and the **Evaluation Team** may also be represented by separate outside counsel; however, outside law firms must establish ethical walls within their firms to ensure separation of attorneys supporting the **Bid Team** and those supporting the **Evaluation Team**.
- 5. The **Bid Team** and the **Evaluation Team** shall report through and operate within independent companies, business units or departments to the extent reasonably feasible, based on the corporate and organizational structure of National Grid at the time. Where not reasonably feasible, the EDC and Competitive Affiliate will take reasonable measures to ensure these standards are observed.
- 6. The EDC agrees to request the inclusion of a requirement, in an RFP issued from the Section 83C Round 4 process, that bidders disclose any affiliation, ownership interest, financial interest, or other potential conflict of interest with any EDC involved in the Section 83C Round 4 process.
- 7. The EDC and Competitive Affiliate shall ensure that no confidential, non-public information is communicated or shared between or among the **Evaluation Team**, including members thereof, and the **Bid Team**, including members thereof, from the earlier solicitation processes for offshore wind energy and clean energy and during the Section 83C Round 4 process (including 83D and the first three rounds of 83C in Massachusetts), except as allowed under the rules of the Section 83C Round 4 process or RFP issued thereunder, or this Standard of Conduct, regarding the following:
 - a. the planning, conduct, administration, endorsement, or oversight of the development of the Section 83C Round 4 process or an RFP issued thereunder, or the evaluation of proposals, or the selection of proposed projects in connection with the Section 83C Round 4 process or an RFP issued thereunder or the negotiation of any contracts with any selected bidder unless the selected bidder is a Competitive Affiliate and only in the context of negotiations between the EDCs and such selected bidder; or

- b. the planning, conduct, administration, endorsement, or oversight of the development of a proposal in response to an RFP issued from the Section 83C Round 4 process on behalf of a Competitive Affiliate.
- 8. No member of the **Evaluation Team** may consult, advise or communicate directly or indirectly with a member of the **Bid Team**, and vice-versa, any confidential, non-public information during the Section 83C Round 4 process, except as contemplated under the rules of the Section 83C Round 4 process or an RFP issued thereunder, or this Standard of Conduct, regarding the following:
 - a. the planning, conduct, administration, endorsement, or oversight of the development of the Section 83C Round 4 process or an RFP issued thereunder, or the evaluation of proposals, or the selection of proposed projects within the Section 83C Round 4 process; or,
 - b. the planning, conduct, administration, endorsement, or oversight of the development of a proposal in response to an RFP issued under the Section 83C Round 4 process on behalf of a Competitive Affiliate.

In addition, the obligation not to communicate or share confidential, non-public information applies to confidential, non-public information obtained from earlier solicitation processes for off-shore wind energy or clean energy and applies to the Section 83C Round 4 process, subject to and without regard to the effective date of this Standard of Conduct.

- 9. **Common Supervisors** are responsible for ensuring compliance with this Standard of Conduct and may not be a conduit and communicate directly or indirectly any confidential, non-public information obtained from a member of the **Evaluation Team** with a member of the **Bid Team**, and vice-versa, during the Section 83C Round 4 process, except as contemplated under the rules of the Section 83C Round 4 process or an RFP issued thereunder, or this Standard of Conduct, regarding the following:
 - a. the planning, conduct, administration, endorsement, or oversight of the development of the Section 83C Round 4 process or an RFP issued thereunder, or the evaluation of proposals, or the selection of proposed projects in connection with the Section 83C Round 4 process or an RFP issued thereunder or the negotiation of contracts thereunder; or,
 - b. the planning, conduct, administration, endorsement, or oversight of the development of a proposal in response to an RFP issued from the Section 83C Round 4 process on behalf of a Competitive Affiliate.

No National Grid employee or consultant/representative that is not an **Evaluation Team** member or **Common Supervisor** shall be given access to confidential, non-public information pertaining to the planning, conduct, administration, endorsement, or oversight of the development of the Section 83C Round 4 process or an RFP issued thereunder, or the evaluation of proposals, or the selection of proposed projects in connection with the Section 83C Round 4 process or an RFP issued thereunder or the negotiation of contracts thereunder.

Further, no National Grid employee or consultant/representative that is not a Bid Team member or **Common Supervisor** shall be given access to confidential, non-public information pertaining to the planning, conduct, administration, endorsement, or oversight of the development of a proposal in response to an RFP issued under the Section 83C Round 4 process on behalf of a Competitive Affiliate.

10. Since National Grid employees and consultants/representatives are divided into an **Evaluation Team** and a **Bid Team** subject to the terms of this Standard of Conduct, the EDC's **Evaluation Team** members may participate, as contemplated under the rules of the Section 83C Round 4 process or an RFP issued thereunder, in the evaluation or selection of proposed projects submitted by a Competitive Affiliate, and the negotiation of contracts relating to any projects selected in connection with the Section 83C Round 4 process or an RFP issued thereunder, including any submitted by a Competitive Affiliate.
11. National Grid shall communicate these standards to all persons serving on the **Bid Team**, the **Evaluation Team**, or as a **Common Supervisor** and shall conduct appropriate training for such persons, and all such persons shall certify in writing at the beginning of the Section 83C Round 4 process their commitment to honoring and complying with the Standard of Conduct in a form consistent with Appendix A, and shall certify in writing at the conclusion of the Section 83C Round 4 process that they honored and complied with the Standard of Conduct throughout the Section 83C Round 4 process in a form consistent with Appendix B. All persons serving on the **Bid Team**, the **Evaluation Team**, or as a **Common Supervisor** will be instructed to refer any questions regarding compliance with the Standard of Conduct (including any reasonably suspected violations or confirmed violations) to the National Grid Designated Compliance Officer. If the National Grid Designated Compliance officer becomes aware of any reasonably suspected violation or confirmed violation of this Standard of Conduct, he shall inform the Independent Evaluator with respect to the nature of the reasonably suspected violation or confirmed violation, his opinion with respect to its materiality, and with a plan, if any, to cure or mitigate such reasonably suspected violation or confirmed violation and to prevent the prospect of reoccurrence. Upon the request of the Independent Evaluator near or following the end of the Section 83C Round 4 process, the National Grid Designated Compliance Officer shall report to the Independent Evaluator regarding compliance with this Standard of Conduct and shall provide a certificate of compliance in the form attached hereto as Appendix C.
12. National Grid shall timely post on the Section 83C Round 4 process website the name of each member of the **Evaluation Team** and **Bid Team** who is, or is planned to be, a participant in the Section 83C Round 4 process (including those persons who are added to a team pursuant to Sections 1(a) and 1(b) herein). Job titles and organizational roles shall be timely provided to the IE. In addition, National Grid shall timely provide the names of the **Common Supervisors** to the Independent Evaluator, along with their job titles and organizational roles (including any added **Common Supervisors** pursuant to Section 1(c) herein).
13. The **Evaluation Team** and **Evaluation Team** members shall not treat the bid of an affiliate bidder (including any bid where an affiliate is participating in the bid) in a preferential manner or treat any other bid in a discriminatory manner. This requirement shall also apply to **Common Supervisors** to the extent they participate in the bid selection process.
14. The **Bid Team** and **Bid Team** members shall properly report their services and expenditures pursuant to National Grid procedures to prevent cross-subsidization of the **Bid Team** by the EDC and its ratepayers.
15. This Standard of Conduct shall be in place until the earliest of: (1) the conclusion of all regulatory filings or approval proceedings resulting from the Section 83C Round 4 process; (2) the termination or abandonment of the Section 83C Round 4 process; (3) the execution of all contracts entered into

by the EDCs pursuant to the Section 83C Round 4 process with the winning bidder(s); provided, however, the obligation of **Evaluation Team** members and **Common Supervisors** not to communicate or share confidential, non-public information under this Standard of Conduct shall extend for a period of five (5) years from the date that a final Order is issued in a proceeding on the Section 83C Round 4 process by the Department of Public Utilities.

NATIONAL GRID USA SERVICE COMPANY, INC.

By: Joseph Suich Chief Compliance officer
Name: _____
Title: _____

APPENDIX A:
NATIONAL GRID OFFSHORE WIND ENERGY SECTION 83C ROUND 4 OFFSHORE WIND
SOLICITATION PROCESS
STANDARDS OF CONDUCT EMPLOYEE CERTIFICATE

Reference is hereby made to the STANDARD OF CONDUCT GOVERNING ACTIVITY RELATED TO THE SECTION 83C ROUND 4 OFFSHORE WIND SOLICITATION, dated March 7, 2023

(the “Standard of Conduct”). I certify that I have been provided with a copy of the Standard of Conduct, I have read and fully understand the Standard of Conduct and I have received training on the Standard of Conduct on the date noted below. Furthermore, I understand that I have been designated by National Grid to participate in this process and I commit to honoring the Standard of Conduct throughout the entire process and I acknowledge that I will execute a certificate at the conclusion of this process that I have honored the Standard of Conduct. Moreover, I understand and commit that I shall be exclusively on the designated team for the duration of the Section 83C Round 4 solicitation process and I shall ensure that no confidential, non-public information regarding the solicitation or evaluation process, a proposal, or the evaluation of any proposal shall be communicated outside of my team.

To the extent I have any questions regarding compliance with these Standard of Conduct I will consult with Joseph Suich, Chief Compliance Officer (joseph.suich@nationalgrid.com), National Grid.

Dated: _____

Print Name: _____

Signed: _____

Job Title: _____

Department: _____

Date Trained: _____

APPENDIX B

CERTIFICATE OF COMPLIANCE

I participated on a National Grid Bid or Evaluation Team or was a Common Supervisor in connection with the Massachusetts 83C Round 4 Solicitation Process. As part of this certification, I certify that (a) I completed the training required under section 11 of the STANDARD OF CONDUCT RELATED TO THE SECTION 83C ROUND 4 OFFSHORE WIND SOLICITATION (“Standard of Conduct”); (b) I affirmed my commitment to honor and comply with the Standard of Conduct by signing a Certification in a form similar to Appendix A of the Standard of Conduct; (c) I honored and complied with the Standard of Conduct throughout the 83C Round 4 Solicitation Process; and, (d) I have no knowledge, and no reason to believe, that there has been any failure to comply with the Standard of Conduct during the 83C Round 4 Solicitation Process.

Signed:

Printed Name:

Title:

Dated:

Supervisor Name:

Title:

APPENDIX C:
CERTIFICATE OF COMPLIANCE

I am the National Grid Compliance Officer assigned to these processes, and I certify that National Grid has complied with the NATIONAL GRID OFFSHORE WIND ENERGY SECTION 83C ROUND 4 OFFSHORE WIND SOLICITATION PROCESS STANDARDS OF CONDUCT EMPLOYEE CERTIFICATE (“Standard of Conduct”). As part of this certification, I certify that: (a) the training required under Section 11 of the Standard of Conduct was conducted for Evaluation Team and Bid Team members and for Common Supervisors; (b) that all such persons affirmed their commitment to honor and comply with the Standard of Conduct in a form consistent with Appendix A of the Standard of Conduct; (c) that all such persons certified in writing at or near the conclusion of the OSW Solicitation Processes that they honored and complied with the Standard of Conduct in a form consistent with Appendix B of the Standard of Conduct; and (d) that I have no knowledge, and no reason to believe, that there has been any failure to comply with the Standard of Conduct.

Signed:

Printed Name:

Title:

Dated:

A handwritten signature in black ink, appearing to read 'm ch', is placed over a rectangular area with a light gray dotted background.

APPENDIX F-2: STANDARD OF CONDUCT – EVERSOURCE

EVERSOURCE STANDARD OF CONDUCT GOVERNING ACTIVITY RELATED TO OFFSHORE WIND DEVELOPMENT AND SOLICITATIONS FOR CLEAN ENERGY RESOURCES

Effective: January 1, 2023

1. INTRODUCTION

- 1.1. Eversource commits to comply with all laws and regulations, rules, and standards and codes of conduct governing utility interactions by and between affiliate companies to ensure that the Eversource electric distribution companies (The Connecticut Light and Power Company d/b/a Eversource Energy, NSTAR Electric Company d/b/a Eversource Energy, and Public Service Company of New Hampshire d/b/a Eversource Energy) (collectively “**Eversource EDCs**” with each individual company an “**Eversource EDC**”) do not provide an unfair competitive advantage, preferential treatment, or improper subsidy to Eversource’s competitive energy affiliates, including specifically its offshore wind affiliates (“**Eversource Competitive Energy Affiliates**”).
- 1.2. Eversource acknowledges the need to follow certain additional standards of conduct to ensure:
 - 1.2.1. Competitive solicitations for clean energy resources, including specifically offshore wind, are conducted in a fair, transparent and competitive manner;
 - 1.2.2. All applicable laws and regulations, rules, and standards and codes of conduct, including specifically those relating to such **Competitive Energy Solicitations**, are observed;
 - 1.2.3. All potential bidders in **Competitive Energy Solicitations** are treated fairly and equitably and are provided the same access to solicitation-related information as an **Eversource Competitive Energy Affiliate**;
 - 1.2.4. No potential bidder in a **Competitive Energy Solicitation**, including specifically an **Eversource Competitive Energy Affiliate**, receives preferential treatment, subsidy or confidential, non-public information not available to other potential non-affiliated bidders;
 - 1.2.5. No potential bidder in a **Competitive Energy Solicitation**, including specifically an **Eversource Competitive Energy Affiliate**, is given an unfair competitive advantage;
 - 1.2.6. No costs and expenses of **Eversource Competitive Energy Affiliates** are cross- subsidized by customers of the **Eversource EDCs**; and
 - 1.2.7. Eversource employees, consultants or representatives do not engage in conduct that creates an actual or apparent conflict of interest in connection with any **Competitive Energy Solicitations**.

2. PURPOSE

- 2.1 This **Standard of Conduct** is effective on *January 1, 2023*, and establishes protocols and standards to govern the conduct of Eversource employees, consultants and representatives in connection with (a) Eversource’s ownership interest in, and development, construction, operation and maintenance of, competitive energy projects, including specifically offshore wind, and/or the development and submission of bids in connection with **Competitive Energy Solicitations**; and (b) the planning, conduct, administration, or oversight of **Competitive Energy Solicitations**, where an **Eversource Competitive Energy Affiliate** may be or is a bidder.

3. DEFINITIONS

- 3.1. **Competitive Energy Solicitation**—Any solicitation process seeking competitive bids for renewable or clean energy resources or products sponsored, overseen or regulated by state or federal regulatory bodies in which an **Eversource EDC** is participating.
- 3.2. **Confidential Business Information (“CBI”)**—Confidential and proprietary business information of the company, including technical, financial, commercial, marketing, intellectual property or other business information. This also includes confidential Critical Infrastructure Information vital to electric, transmission, generation, and distribution operations. Critical Infrastructure Protection (“CIP”) information designated as such by the North American Electric Reliability Corporation (“NERC”) CIP standards, and critical energy infrastructure information (“CEII”) designated as such by the Federal Energy Regulatory Commission (“FERC”).
- 3.3. **Confidential Competitive Energy Solicitation Information (“CCESI”)**—Confidential, non-public information, including CBI relating to:
- 3.3.1. The planning, conduct, administration, endorsement, or oversight of the development of a **Competitive Energy Solicitation** or an RFP issued in connection therewith, or the evaluation of bids or proposals, or the selection of proposed projects in connection with any such **Competitive Energy Solicitation** or an RFP issued thereunder;
 - 3.3.2. The planning, conduct, administration, endorsement, or oversight of the development of a proposal in response to an RFP issued in connection with a **Competitive Energy Solicitation** on behalf of an **Eversource Competitive Energy Affiliate**; or,
 - 3.3.3. The negotiation of any contracts with any selected bidder.
- 3.4. **Eversource Bid Team**—Eversource employees, consultants and representatives who participate on behalf of an **Eversource Competitive Energy Affiliate**, including specifically an offshore wind affiliate, in the planning, conduct, administration, endorsement, or oversight of the development of a proposal in response to an RFP in, and/or the negotiation of any contracts pursuant to, a **Competitive Energy Solicitation**.
- 3.5. **Eversource Common Supervisor**—Eversource supervisory employees who are not members of an **Eversource Bid Team** or **Eversource Evaluation Team** and who directly or indirectly supervise in the normal course of their job responsibilities one or more employees participating (a) on an **Eversource Bid Team** and (b) on an **Eversource Evaluation Team**.
- 3.6. **Eversource Competitive Energy Affiliate**—Eversource affiliate company that is engaged in the sale or marketing of electricity, renewable generation or energy-related services on a competitive basis.

- 3.7. ***Eversource Evaluation (Buy) Team***—Eversource employees, consultants and representatives who participate on behalf of an **Eversource EDC** in the planning, conduct, administration, endorsement, or oversight of the development of an RFP issued in connection with a **Competitive Energy Solicitation**, and/or the evaluation of proposals, selection of proposed projects, negotiation of any agreements, and related filings with state and/or federal regulatory authorities on behalf of an **Eversource EDC** in connection with a **Competitive Energy Solicitation**.
- 3.8. ***Eversource Senior Executives***—The CEO and Executive Vice Presidents of Eversource Energy and Eversource Energy Service Company, as applicable.
- 3.9. ***Standard of Conduct***—This Eversource Standard of Conduct Governing Activity Related to Offshore Wind Development and Solicitations for Clean Energy Resources (Effective ***January 1, 2023***).
- 3.10. For purposes of this **Standard of Conduct** “representatives” shall be deemed to include legal counsel.

4. ROLES & RESPONSIBILITIES

- 4.1. ***Bid & Evaluation Teams***—Eversource employees, consultants and representatives participating in a **Competitive Energy Solicitation** will be a member of an **Eversource Bid Team** or an **Eversource Evaluation Team**. No Eversource employees, consultants or representatives participating in a **Competitive Energy Solicitation** may be a member of both an **Eversource Bid Team** and an **Eversource Evaluation Team** or may change from one team to the other (a) during the same or successive **Competitive Energy Solicitation** processes; and (b) for a period of at least two (2) years from the termination of their last participation on a **Bid or Evaluation Team** in a prior **Competitive Energy Solicitation** process, whichever is longer.
- 4.1.1. Notwithstanding the foregoing, with respect to the Massachusetts 83C Round 3 Competitive Energy Solicitation, there shall be no switching from one team to the other if the person participated in one or more **Competitive Energy Solicitations** under Section 83C or 83D as an **Eversource Evaluation Team** or **Eversource Bid Team** member prior to the effective date of this **Standard of Conduct**.
- 4.1.2. For any Massachusetts Competitive Energy Solicitation following 83C Round 3 where the person switching from one team to the other is due to an ordinary, non-temporary change in job title and/or responsibilities and is otherwise allowed, Eversource shall post on the website for the **Competitive Energy Solicitation** in which that person is first participating as a member of the opposite team:
- 4.1.2.1. the identity of any **Eversource Bid Team** member in a past solicitation who has become an **Eversource Evaluation Team** member in the current solicitation;
 - 4.1.2.2. the identity of any **Eversource Evaluation Team** member in a past solicitation who has become an **Eversource Bid Team** member in the current solicitation; and
 - 4.1.2.3. the person’s new job title and/or responsibilities.
- 4.1.3. The confidentiality obligations under this **Standard of Conduct** shall continue to apply to all persons who switch from one team to the other as described below in Sections 5.7

and 6.2.

4.2.Rosters—Eversource will develop and maintain rosters of Eversource employees, consultants and representatives participating in a **Competitive Energy Solicitation** as members of an **Eversource Bid Team** or an **Eversource Evaluation Team**. Rosters will be posted on the Compliance & Me site on the Eversource HUB and will be reviewed and updated at least quarterly by the Deputy General Counsel & Chief Compliance Officer in consultation with the leads from the **Eversource Bid Teams** and **Eversource Evaluation Teams**, as well as the leadership of the **Competitive Energy Affiliates**.

4.2.1. In addition, in connection with a **Competitive Energy Solicitation** in Massachusetts, Eversource will, if required,

4.2.1.1. Post on the designated clean energy solicitation website in a timely fashion the names of Eversource employees, consultants and representatives participating in a **Competitive Energy Solicitation** as members of an **Eversource Bid Team** or an **Eversource Evaluation Team**.

4.2.1.2. Provide the Independent Evaluator (if one is appointed) in a timely fashion, with

4.2.1.2.1. a list of job titles and organizational roles of members of **Eversource Bid Teams** and **Eversource Evaluation Teams**; and

4.2.1.2.2. the names of **Common Supervisors** of members of **Eversource Bid Teams** and **Eversource Evaluation Teams**, along with their job titles and organizational roles.

4.3.Common Supervisor Mitigation Plans—Eversource **Common Supervisors** will develop a written mitigation plan setting out the controls they and their reports who are members of **Eversource Bid Teams** and **Eversource Evaluation Teams** will implement to ensure compliance with the **Standard of Conduct**, including specifically the confidentiality and no-conduit requirements, and provide them to Eversource’s Deputy General Counsel & Chief Compliance Officer.

4.4.Badging—In connection with a **Competitive Energy Solicitation**, members of an **Eversource Bid Team** and an **Eversource Evaluation Team**, will be assigned colored ID badge holders to wear to enable easy visual identification of their status as follows:

4.4.1. **Eversource Evaluation Team** members will wear a **red** ID badge cover; and

4.4.2. **Eversource Bid Team** members will wear a **green** ID badge cover.

4.5.Compliance—The degree of participation and the conduct of an **Eversource EDC** or an **Eversource Competitive Energy Affiliate** in a **Competitive Energy Solicitation** will be consistent with, and in compliance with, applicable state and federal laws, regulations and orders.

4.6.Affiliate Disclosures—The **Eversource EDCs** agree to request the inclusion of a requirement, in any RFP issued in connection with a **Competitive Energy Solicitation**, that bidders disclose any affiliation, ownership interest, financial interest, or other potential conflict of interest with any electric distribution companies involved in the solicitation process.

- 4.7.**Legal Representation**—Eversource Bid Team and Eversource Evaluation Team will be represented by separate in-house legal counsel and, where practicable, by separate outside counsel during a **Competitive Energy Solicitation**; however, to the extent any outside law firm represents both the **Eversource Bid Team** and the **Eversource Evaluation Team**, such firm must establish ethical walls within their firm pursuant to a written mitigation plan to ensure separation of attorneys supporting an **Eversource Bid Team** and those supporting an **Eversource Evaluation Team**.
- 4.8.**Independence**—An **Eversource Bid Team** and **Eversource Evaluation Team** participating in a **Competitive Energy Solicitation** will report through and operate within independent companies, business units or departments to the extent reasonably feasible, based on the corporate and organizational structure of Eversource at the time. Where not reasonably feasible, Eversource will take measures to ensure compliance with this **Standard of Conduct**.

5. STANDARDS & CONTROLS

- 5.1.**Communication & Training**—Eversource will communicate the standards under the **Standard of Conduct** to all Eversource employees, consultants and representatives serving on an **Eversource Bid Team** and an **Eversource Evaluation Team**, as well as all **Eversource Common Supervisors** and **Eversource Senior Executives** and provide them with appropriate initial and periodic refresher training and awareness communications.
- 5.2.**Certifications**—All Eversource employees, consultants and representatives serving on an **Eversource Bid Team** or **Eversource Evaluation Team**, as well as all **Eversource Common Supervisors** and **Eversource Senior Executives**, shall certify in writing at the beginning of each **Competitive Energy Solicitation** process in which they participate that they reviewed, understand, and agree to comply with the **Standard of Conduct** in a form consistent with Appendix A, and will certify in writing at the conclusion of each **Competitive Energy Solicitation** process in which they participate that they complied with and did not violate the **Standard of Conduct** during the solicitation process in a form consistent with Appendix B.
- 5.3.**Non-Discrimination/No Preferential Treatment**—**Eversource Evaluation Team** members shall not treat the bid or proposal of an **Eversource Competitive Energy Affiliate** (including any bid or proposal in which an **Eversource Competitive Energy Affiliate** is participating) in a preferential manner or treat any other bid in a discriminatory manner. This requirement shall also apply to **Common Supervisors** and/or **Senior Executives** to the extent they participate in the bid selection process.
- 5.4.**Expense Reporting; No Cross-Subsidization**—The **Eversource Bid Team** will properly report their time, services and expenditures pursuant to Eversource procedures to prevent cross-subsidization of an **Eversource Bid Team** member, or **Eversource Competitive Energy Affiliate** by the **Eversource EDCs** and their customers.
- 5.5.**Confidentiality**—Members of an **Eversource Bid Team** shall not directly or indirectly share, discuss or disclose **CCESI** with members of an **Eversource Evaluation Team**. Members of an **Eversource Evaluation Team** shall not directly or indirectly share, discuss or disclose **CCESI** with members of an **Eversource Bid Team**.
- 5.5.1. No Eversource employee, consultant or representative who is not an **Eversource Evaluation Team** member, **Eversource Senior Executive** or **Eversource Common Supervisor** shall be given access to **CCESI** pertaining to the planning, conduct, administration, endorsement, or oversight of the development of the solicitation process or an RFP issued in

connection therewith, or the evaluation of proposals, or the selection of, or negotiations pertaining to, proposed projects in connection with the solicitation process or an RFP issued thereunder.

5.5.2. No Eversource employee, consultant or representative who is not an **Eversource Bid Team** member, **Eversource Senior Executive** or **Eversource Common Supervisor** shall be given access to **CCESI** pertaining to the planning, conduct, administration, endorsement, or oversight of the development of a proposal in response to an RFP issued in connection with the solicitation process on behalf of a **Eversource Competitive Energy Affiliate**.

5.6.***No Conduit Requirements***—In addition to the confidentiality requirements for members of **Eversource Bid Teams** and **Eversource Evaluation Teams**, no Eversource employees, consultants or representatives not members of an **Eversource Bid Team** or an **Eversource Evaluation Team**, may be a conduit for communicating directly or indirectly any **CCESI** to other employees not authorized to access the **CCESI**, including specifically as follows:

5.6.1. **Eversource Senior Executives** and **Common Supervisors** are responsible for ensuring compliance of their direct and indirect reports with the **Standard of Conduct** and may not be a conduit for communicating directly or indirectly any **CCESI**:

5.6.1.1. Obtained or learned from a member of an **Eversource Evaluation Team** with a member of an **Eversource Bid Team**; or

5.6.1.2. Obtained or learned from a member of an **Eversource Bid Team** with a member of an **Eversource Evaluation Team**

5.6.1.3. Except as allowed under the rules of the specific **Competitive Energy Solicitation** or the **Standard of Conduct**.

5.7.***CCESI from Prior Solicitation Processes***—The confidentiality and no-conduit obligations apply to **CCESI** developed and related to prior **Competitive Energy Solicitations** unless and to the extent that such information is in the public realm.

5.8.***Information Security Controls***—Each **Eversource Bid Team** or **Eversource Evaluation Team** will have access to a secure file share and/or Microsoft Teams/SharePoint location for the development, access and maintenance of **CCESI** and other information related to the **Eversource Bid Team** or **Eversource Evaluation Team**, as applicable.

5.8.1. Access to the secure information location will be limited to individuals who are members of an **Eversource Bid Team** or **Eversource Evaluation Team** who have completed their initial **Standard of Conduct** training and have certified that they reviewed, understand, and agree to comply with the **Standard of Conduct**.

5.8.2. The Eversource Deputy General Counsel & Chief Compliance Officer will control access to the secure locations.

5.9.***Competitive Energy Solicitation Meetings***—There shall be no meetings of one or more **Eversource Bid Team** members and one or more **Eversource Evaluation Team** members relating to a **Competitive Energy Solicitation** at which **CCESI** or any other non-public information relating to a **Competitive Energy Solicitation** is discussed or disclosed or that otherwise violates the terms of the applicable Request for Proposals for Long-Term Contracts

for Offshore Wind Energy Projects, including specifically Sections 1.4 and 1.6.

- 5.10. ***Competitive Energy Solicitation Communications***—There shall be no correspondence or communications related to a **Competitive Energy Solicitation** in which **CCESI** or any other non- public information relating to a Competitive Energy Solicitation is discussed or disclosed, where such communication or correspondence is sent to one or more **Eversource Bid Team** members and one or more **Eversource Evaluation Team** members, or that otherwise violates the terms of the applicable Request for Proposals for Long-Term Contracts for Offshore Wind Energy Projects, including specifically Sections 1.4 and 1.6.
- 5.11. ***Communicating Standard of Conduct Questions & Suspected Violations***—Questions regarding compliance with the **Standard of Conduct**, as well as reasonably suspected violations of the **Standard of Conduct** shall be promptly communicated to the Eversource Deputy General Counsel & Chief Compliance Officer.
- 5.12. ***Violations of the Standard of Conduct; Mitigation Plan; Reporting***—When the Eversource Deputy General Counsel & Chief Compliance Officer becomes or is made aware of any reasonably suspected violation of the **Standard of Conduct**, he shall promptly investigate to determine whether a violation has occurred. If he concludes a violation of the **Standard of Conduct** has occurred, he will document the nature of the violation, including its materiality, and develop an appropriate plan to cure or mitigate the impact of the violation and to prevent the prospect of reoccurrence.
- 5.12.1. In connection with **Competitive Energy Solicitations** in Massachusetts, the Eversource Deputy General Counsel & Chief Compliance Officer shall promptly inform the Independent Evaluator, if one is appointed, of the nature of a violation or reasonably suspected violation of the **Standard of Conduct**, his opinion with respect to its materiality, and a plan, if any, to cure or mitigate the impact of the violation or reasonably suspected violation and to prevent the prospect of reoccurrence.
- 5.12.2. In connection with, and near or following the end of, a **Competitive Energy Solicitation** in Massachusetts, and upon the request of the Independent Evaluator (if one is appointed), the Eversource Deputy General Counsel & Chief Compliance Officer shall confirm Eversource’s compliance with the **Standard of Conduct** during the solicitation process in a form similar to **Appendix C**, with any appropriate qualifications under the circumstances.
- 5.13. ***Evaluation & Selection of Proposals***—Since Eversource participants in a **Competitive Energy Solicitation** are divided into an **Eversource Evaluation Team** and an **Eversource Bid Team** subject to the terms of the **Standard of Conduct**, the **Eversource Evaluation Team** members may participate, as contemplated under the rules of the particular solicitation process or RFP issued thereunder, in the evaluation or selection of proposed projects submitted by an **Eversource Competitive Energy Affiliate**, and the negotiation of contracts relating to any projects selected in connection with a **Competitive Energy Solicitation** or an RFP issued thereunder, including any submitted by an **Eversource Competitive Energy Affiliate**.
- 5.13.1. Eversource will ensure that all interactions, discussions, communications and negotiations between any **Eversource Bid Team** members and **Eversource Evaluation Team** members are in full compliance with:

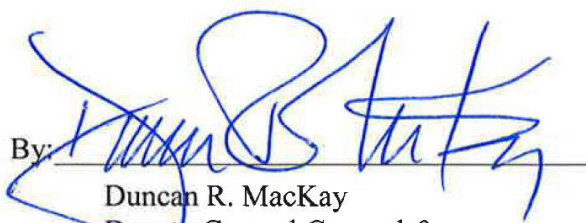
- 5.13.1.1. all applicable state statutory and regulatory requirements;

- 5.13.1.2. all federal statutory and regulatory requirements including the FERC Standards of Conduct for Transmission Providers, as detailed in FERC Orders 717, 787 and 807;
 - 5.13.1.3. any compliance plan, standards of conduct or tariff filed by the **Eversource EDCs** with FERC or any state regulatory agency; and
 - 5.13.1.4. all other applicable laws, regulations, rules, standards and codes of conduct, including any standard or code of conduct specific to the **Competitive Energy Solicitation** in question governing interactions between the **Eversource EDCs** and their **Eversource Competitive Energy Affiliates**.
 - 5.13.1.5. This **Standard of Conduct**.
- 5.14. Eversource may take further actions above and beyond those required under this Standard of Conduct as it considers necessary or appropriate to avoid an actual or perceived conflict of interest in connection with a **Competitive Energy Solicitation** or an RFP issued thereunder or to reduce the possibility of non-compliance with the **Standard of Conduct**.

6. TERMINATION OF STANDARD OF CONDUCT

- 6.1. In connection with a **Competitive Energy Solicitation** process or an RFP issued thereunder, this **Standard of Conduct** will remain effective for members of any **Eversource Bid Team** and **Eversource Evaluation Team** participating in the solicitation process and their **Eversource Common Supervisors** until the earlier to occur of:
- 6.1.1. The conclusion of all regulatory filings or approval proceedings resulting from the solicitation process;
 - 6.1.2. The execution of all power purchase or other agreements by the participating **Eversource EDC** with the selected bidder(s); or
 - 6.1.3. The termination or abandonment of the solicitation process followed by any necessary or appropriate regulatory approvals.
- 6.2. Notwithstanding the above, the confidentiality and no-conduit obligations under this **Standard of Conduct** pertaining to **CCESI** will remain in effect and survive the termination of this Standard of Conduct.

EVERSOURCE ENERGY SERVICE COMPANY on behalf of
NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY

By: 

Duncan R. MacKay
Deputy General Counsel &
Chief Compliance Officer
Eversource Energy Service Company
107 Selden Street
Berlin, CT 06037
860-665-3495
860-665-5504 fax
duncan.mackay@eversource.com

Appendix A

CERTIFICATION

I certify that I reviewed the EVERSOURCE STANDARD OF CONDUCT GOVERNING ACTIVITY RELATED TO OFFSHORE WIND DEVELOPMENT AND SOLICITATIONS FOR CLEAN ENERGY RESOURCES, and have reviewed the Standards of Conduct Training, understand its terms and conditions, and agree to follow and be bound by the standards, including specifically the confidentiality and no-conduit rules, set forth therein.

If I have any questions regarding compliance with or interpretation of the Standard of Conduct, including any potential violations of its terms, I will promptly notify the Eversource Chief Compliance Officer, Duncan R. MacKay, Deputy General Counsel & Chief Compliance Officer (Duncan.MacKay@Eversource.com or 860-665-3495).

Signed:

Printed Name: _____

Title:

Dated:

Please indicate your role(s)

<input style="width: 20px; height: 20px; border: 1px solid blue;" type="checkbox"/>	Eversource Common Supervisor
<input style="width: 20px; height: 20px; border: 1px solid red;" type="checkbox"/>	Eversource Evaluation/Buy Team
<input style="width: 20px; height: 20px; border: 1px solid green;" type="checkbox"/>	Eversource Bid Team
<input style="width: 20px; height: 20px; background: repeating-linear-gradient(45deg, transparent, transparent 2px, green 2px, green 4px);" type="checkbox"/>	Eversource Senior Executive

Supervisor Name:

Title:

APPENDIX B**CERTIFICATE OF COMPLIANCE**

I participated on the Eversource [*Evaluation/Bid*] Team in connection with the Massachusetts 83C Round 4 Solicitation Process. As part of this certification, I certify that (a) I completed the training required under section 5.1 of the EVERSOURCE STANDARD OF CONDUCT GOVERNING ACTIVITY RELATED TO OFFSHORE WIND DEVELOPMENT AND SOLICITATIONS FOR CLEAN ENERGY RESOURCES (“Standard of Conduct”); (b) I affirmed my commitment to honor and comply with the Standard of Conduct during the 83C Round 4 Solicitation Process by signing a Certification in a form similar to Appendix A of the Standard of Conduct; (c) I honored and complied with the Standard of Conduct throughout the 83C Round 4 Solicitation Process; and, (d) I have no knowledge, and no reason to believe, that there has been any failure to comply with the Standard of Conduct during the 83C Round 4 Solicitation Process.

Signed:

Printed Name: _____

Title:

Dated:

Supervisor Name:

Title:

APPENDIX C

CERTIFICATE OF COMPLIANCE

I am the Eversource Chief Compliance Officer, and I certify that Eversource has complied with the EVERSOURCE STANDARD OF CONDUCT GOVERNING ACTIVITY RELATED TO OFFSHORE WIND DEVELOPMENT AND SOLICITATIONS FOR CLEAN ENERGY RESOURCES (“Standard of Conduct”) that applied to the Massachusetts 83C Round 4 Solicitation Process for Energy and Renewable Energy Certificates from Offshore Wind Resources under Section 83C of the Massachusetts Green Communities Act, as amended, and Section 21(a) of Chapter 227 of the Acts of 2018.

As part of this certification, I certify that: (a) the training required under Section 5.1 of the Standard of Conduct was conducted for Eversource Evaluation Team and Bid Team members and for Eversource Common Supervisors; (b) all such persons affirmed their commitment to honor and comply with the Standard of Conduct in a form consistent with Appendix A of the Standard of Conduct; (c) all such persons certified in writing at or near the conclusion of the 83C Round 4 Solicitation Process that they honored and complied with the Standard of Conduct in a form consistent with Appendix B of the Standard of Conduct; and (d) I have no knowledge, and no reason to believe, that there has been any failure to comply with the Standard of Conduct.

Signed:

Printed Name:

Title:

Dated:

By: 
 Duncan R. MacKay
 Deputy General Counsel &
 Chief Compliance Officer
 Eversource Energy Service Company
 107 Selden Street
 Berlin, CT 06037
 860-665-3495
 860-665-5504 fax
 duncan.mackay@eversource.com

Please indicate your role(s)

- ☐ Eversource Common Supervisor
- ☐ Eversource Evaluation Team
- ☐ Eversource Bid Team
- ☐ Eversource Senior Executive

Please indicate your role(s)

- ☐ Eversource Common Supervisor
- ☐ Eversource Evaluation Team
- ☐ Eversource Bid Team
- ☐ Eversource Senior Executive

APPENDIX G: COMMITMENT AGREEMENT

Voluntary Agreement Commitment Agreement

This Voluntary Agreement Commitment Agreement (“Commitment Agreement”), dated ___, is made and entered into by [Bidder], (“Successful Bidder”) for the benefit of [EDC] (“Distribution Company”). Successful Bidder and Distribution Company are hereinafter sometimes also referred to collectively as the “Parties.”

WITNESSETH

WHEREAS, Successful Bidder has been conditionally selected by Distribution Company as a winning bidder under the Request for Proposals for Long-Term Contracts for Offshore Wind Energy Projects, dated ___ (the “RFP”);

WHEREAS, concurrently with the execution and delivery of this Commitment Agreement, Successful Bidder has entered into a power purchase agreement with Distribution Company (“PPA”);

WHEREAS, as part of its performance under the PPA, Successful Bidder intends to construct, or cause to be constructed, Interconnection Customer Interconnection Facilities, as defined herein;

WHEREAS, Distribution Company and Successful Bidder desire to reasonably minimize obstacles to the ability of future offshore wind energy developers to deliver their energy and capacity to the onshore transmission system, possibly via interconnection with Successful Bidder’s ICIF;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Successful Bidder hereby agrees as follows:

1. Definitions

The following definitions shall apply to the provisions of this Commitment Agreement:

- A. “Interconnection Customer’s Interconnection Facilities” (“ICIF”) means all facilities and equipment located between Successful Bidder’s offshore wind energy generation facilities collector system step-up transformers and the point of change of ownership at the onshore interconnection, including any modification, addition, or upgrades to such facilities and equipment, which facilities and equipment are constructed to physically and electrically interconnect Successful Bidder’s offshore wind energy generation facilities to the onshore transmission system.
- B. “Third-Party Offshore Wind Developer” means any entity (other than Successful Bidder) developing offshore wind energy generation or delivery facilities and seeking interconnection to and/or delivery service on Successful Bidder’s ICIF pursuant to this Commitment Agreement.
- C. “Voluntary Agreement” means a voluntary agreement as contemplated in Federal Energy Regulatory Commission (“FERC”) Order No. 807¹, PP 117-18, to be entered into if a Third- Party Offshore Wind Developer requests studies and potential expansion of Successful Bidder’s ICIF to accommodate third_{GP}arty interconnection and delivery service, without the need for said third party to pursue its rights in the first instance via Sections 210,

211, and 212 of the Federal Power Act (“FPA”).

2. In the event one or more Third-Party Offshore Wind Developers request interconnection to and/or delivery service on Successful Bidder’s ICIF, Successful Bidder will study the requested interconnection and/or delivery service, provided that the Third-Party Offshore Wind Developer(s) agrees to pay the cost of such studies.
3. Successful Bidder will negotiate in good faith and use commercially reasonable best efforts to conclude a Voluntary Agreement with any such Third-Party Offshore Wind Developer regarding expansion of, interconnection to, and delivery service over Successful Bidder’s ICIF to accommodate the Third-Party Offshore Wind Developer’s request.
4. The Voluntary Agreement will incorporate interconnection and other provisions at least as favorable to said Third-Party Offshore Wind Developers as the provisions of ISO New England Inc. (“ISO-NE”) Open Access Transmission Tariff Schedules 22 and 23 are to requesters of interconnection service seeking to connect to facilities subject to the ISO-NE interconnection procedures in those schedules. Successful Bidder will respond to reasonable requests from ISO-NE or Third-Party Offshore Wind Developers for information deemed necessary to support an ISO-NE interconnection request by Third- Party Offshore Wind Developers on the ISO-NE system.
5. If, after good faith attempts to conclude a Voluntary Agreement using commercially reasonable best efforts, Successful Bidder and Third-Party Offshore Wind Developer are unable to conclude such a Voluntary Agreement, Successful Bidder shall be relieved of any further obligations as to that Third-Party Offshore Wind Developer under this Commitment Agreement, and in such event, nothing herein shall diminish Third-Party Offshore Wind Developer’s rights independent of this Commitment Agreement to request relief from FERC.
6. Third-Party Offshore Wind Developer may at any time exercise its rights under Federal Power Act Sections 206 or Sections 210, 211, and 212 that exist independent of this Commitment Agreement to file with FERC requesting an order requiring interconnection and/or delivery service on Successful Bidder’s ICIF. In the event that the Third-Party Offshore Wind Developer exercises such rights, Successful Bidder will have no further obligations to such Third-Party Offshore Wind Developer under this Commitment Agreement.

¹ *Open Access and Priority Rights on Interconnection Customer’s Interconnection Facilities*, 150 FERC ¶ 61,211 (“Order No. 807”), *order on reh’g*, 153 FERC ¶ 61,047 (“Order No. 807-A”) (2015).

7. If an entity other than Successful Bidder obtains ownership or successor rights in Successful Bidder's ICIF, Successful Bidder will ensure that such other entity as well as Successful Bidder will be bound by the terms and conditions of this Commitment Agreement.
8. This Commitment Agreement is not intended to, and does not create any rights or obligations in either of the Parties or any other entity except for those rights or obligations explicitly identified herein, nor does this Commitment Agreement affect Successful Bidder's rights under Order Nos. 807 and 807-A and FERC's regulations at 18 C.F.R. §§ 35.28(d)(2)(ii)(A)-(B) with respect to excess or unused capacity on Successful Bidder's ICIF, including Successful Bidder's rebuttable presumption to a "safe harbor" and associated priority rights. In entering into the PPA, Distribution Company is relying on the agreements made by Successful Bidder herein; provided, however, that breach of or default on this Commitment Agreement will not operate to create a breach of or default on the PPA, unless the conduct producing the breach or default of this Commitment Agreement would independently create a breach or default of such PPA.
9. Successful Bidder shall file this Commitment Agreement, as well as any Voluntary Agreement concluded pursuant to it, with FERC for acceptance pursuant to FPA Section 205.

[Signature Page Follows]

IN WITNESS WHEREOF, Successful Bidder has caused this Commitment Agreement to be duly executed on its behalf as of the date first above written.

*Signature Page to
Voluntary Agreement Commitment Agreement*

APPENDIX H: BID SUBMITTAL INSTRUCTIONS

BID SUBMITTAL

Bids must be submitted as both confidential and public and must be marked accordingly. Given the anticipated size of the bids, both the confidential and public bid packages must be submitted via ShareFile link. The file-size limit is 100GB. Each bidder should take all necessary and appropriate steps, including shrinking the size of PDF documents, to ensure that the ShareFile link file size limit is not exceeded.

Each bidder should, by January 15, 2024, submit an email to marfp83C@gmail.com requesting a bid-specific ShareFile URL to use to submit both the confidential and public bid packages. Each bidder will receive a unique ShareFile URL that will only be accessible for viewing and downloading by members of the Evaluation Team, including consultants retained by the electric distribution companies and DOER, and the Independent Evaluator. It is the responsibility of the bidder to ensure that it does not publicly disseminate its unique ShareFile URL.

The date for confidential bid submission is January 31, 2024 at 12:00 (noon) EDT, unless extended by the Evaluation Team. Accordingly, any files uploaded to each bid-specific ShareFile URL after 12:00 p.m. EDT on January 31, 2024 (or date as extended according to this RFP) will not be accepted. Bidders should submit their Public Proposal with the Confidential Proposal via the same bid-specific ShareFile URL.

The utmost security measures will be used to protect the confidentiality of bid materials. A user-specific password along with two-step authentication (SMS, voice, or time-based one-time passcode authenticator app) will be provided to the bidder (based on the email request to marfp83C@gmail.com) in order to both upload and access bid materials via the ShareFile link. No one without the link, username, password, and two-factor device will be able to access the materials outside of the Evaluation Team, the Independent Evaluator, and their contracted consultants who are bound by confidentiality agreements. 256-bit encryption will be used along with SOC 2 certified data centers to house the data. Furthermore, ShareFile employs SSL/TLS protocols to protect client authentication, authorization and file transfers. The links themselves are uniquely and randomly generated to avoid guessing attacks.

Specifically, the administrator will create each requested bid user in ShareFile and send them a user-specific link to the Evaluation Team's ShareFile account. The first time a user logs in, they will have to enter their phone number to get the two-factor authentication code and then create their own password (with strength requirements) before they can access ShareFile. After the administrator creates each user, the administrator will be able to control access to any of the documents for each person on the account.

It remains the responsibility of the bidder to protect and secure all links, usernames, passwords, and two-factor devices used and/or provided to ensure no other party is able to access their submitted bid information.

BID FEE REMITTANCE

The bid fee should be calculated based upon the instructions in section 1.10 of the body of the RFP. The total fee should then be remitted to each electric distribution company listed below in the percentages listed in the table below. Calculation is made in the last column of the table for a hypothetical \$10,000 bid fee.

Payment must be submitted to each electric distribution company via wire transfer. Upon request, wire transfer information will be made available. Please send wire transfer information requests to the email address: marfp83C@gmail.com.

<u>Example Bid Fee Calculation</u>		
Unitil	1.17%	\$ 117
National Grid	45.17%	\$ 4,517
Eversource Energy	53.66%	\$ 5,366
Total	100.00%	\$ 10,000

APPENDIX I: DELIVERABILITY CONSTRAINT ANALYSIS

Bidders shall submit a study that includes the analysis outlined in this document for each submitted bid from such bidder. The analysis can be provided as an individual study or included as a scenario in a broader interconnection study. Bidders must report all thermal overloads or voltage issues and the associated conditions (e.g. generator dispatches, contingencies) but are not required to propose upgrades to resolve the issues identified in this analysis.

Study Requirements

Unless otherwise stated, all study assumptions shall align with Section 2 (“Requirements for Interconnection Studies”) of ISO New England Planning Procedure 5-6.

Load Level

The study must include a case with Light Load of approximately 12,500 MW and a case with Minimum Load of approximately 8,000 MW in the New England Control Area. Reference Section 2.2 of the June 15, 2020 edition of the ISO New England Technical Planning Guide for additional information.

Generator Dispatch

The generator under study must be dispatched at the maximum value in its proposed generation profile, regardless of the nameplate capacity of the ISO-NE interconnection request(s) associated with the bid. Table 1 specifies additional dispatch requirements.

Table 1 – Generator Dispatch Requirements

Queue Position	Dispatch (MW)
QP 624	720 MW
QP 700	712 MW
QP 781	634 MW
QP 829	720 MW

All other dispatch assumptions must align with ISO New England Planning Procedure 5-6. All dispatch assumptions must be fully documented.

Transmission Topology

The following projects and their associated network upgrades must be included in the case topology:

- QP 624 – Upgrades identified in System Impact Study dated 1/21/2019
- QP 700 – Upgrades identified in System Impact Study dated 10/6/2020
- QP 781 – Upgrades identified in System Impact Study dated 5/11/2020

- QP 829 – Upgrades identified in Feasibility Study dated 12/18/2019

All other case topology assumptions should align with the cases that would be used for a System Impact Study for the generator under study.

Steady State Analysis

Unless otherwise state in this document, all steady state analysis assumptions shall align with Section 3 (“Steady-State Analysis”) of ISO New England Planning Procedure 5-6. Bidders shall run N-1 and N-1-1 analyses on all cases and clearly report all load flow results.

APPENDIX J: ENVIRONMENTAL AND SOCIOECONOMIC IMPACT CRITERIA

This Appendix J provides additional details on the Environmental and Socioeconomic Impact criteria to be considered in the Qualitative Evaluation (RFP section 2.2.4). Bids will be evaluated and given a separate score for Environmental Impacts from Siting; Socioeconomic Impacts from Siting, including the Fisheries Mitigation Plan and Environmental Justice Impacts.

- **Stakeholder and Mitigation Experience:** Demonstrated past and current productive relationships with environmental, commercial and recreational fishing stakeholders, federally recognized and state acknowledged tribes, Environmental Justice,³¹ and onshore stakeholders and track record of avoiding, minimizing, and mitigating environmental, fishing, tribal, environmental justice, and onshore impacts from projects similar to the proposed project.
- **Environmental Impacts and Environmental Mitigation Plan:** Extent to which a project demonstrates that it avoids, minimizes, or mitigates, to the maximum extent practicable, environmental impacts. Additionally, preference will be given to bids with financial commitments which support regional research and monitoring of wildlife, Factors to be considered may include:
 - Extent to which the project mitigates impacts on the marine environment by providing financial and technical assistance to support robust monitoring of wildlife and habitat through contributions to regional and tribal research efforts.
 - Bidder should describe plans to engage with the Massachusetts Habitat and Fisheries Working Groups on Offshore Wind Energy to determine the best use of allocated funds.
 - Preliminary characterization of the potential environmental impacts (onshore and offshore) from the wind farm array, transmission cabling, substations and other infrastructure from pre-construction through the duration of the project, including but not limited to:
 - Impacts on species protected under the Endangered Species Act, including but not limited to the North Atlantic Right Whale and Roseate Tern.
 - Description of how sensitive habitat areas (e.g. areas with long-lived and easily damaged epifauna, spawning areas, and areas where demersal eggs are deposited) have been or will be identified.
 - Description of environmental baseline and monitoring data that will be collected beginning from pre-construction through the duration of the project and plans for the use of that data in project development.
 - Expected environmental impacts to onshore coastal beaches and

³¹ Defined and outlined in the EEA Environmental Justice Policy, see: <https://www.mass.gov/service-details/environmental-justice-policy>

ecosystems from project construction and operation.

- A preliminary plan based on the latest science at the time the plan is made that highlights the approach to avoid, minimize, or mitigate environmental impacts (onshore and offshore) from the wind farm array, transmission cabling, substations and other infrastructure from pre-construction through the duration of the project based on best management practices, including but not limited to:
 - Pre-construction and post-construction monitoring to understand the effects of facilities on marine and avian species.
 - Description of operational protocol to avoid, minimize, and mitigate impacts to fish, invertebrates, marine mammals, birds and bats, including mitigation of sound exposure on marine mammals like the North Atlantic Right Whale, supporting nesting habitat for affected avian species or supporting marine mammal survey and monitoring efforts. Impact of planned cable burial depth, use of protective materials, and monitoring of cables to avoid, minimize, and mitigate continuous impacts on marine species.
 - Use of co-location or siting with compatible existing infrastructure.
 - Minimizing the number of transmission cables used, reducing the area of seafloor or shoreline disturbance, and/or reducing the number of cable landfalls.
 - Plan to avoid, minimize, or mitigate impacts on the National Marine Fisheries Service (NMFS) surveys and Massachusetts Department of Marine Fisheries (DMF) inshore trawl surveys.
 - Description of any cooperation and efforts with other developers or regional entities to avoid and minimize potential cumulative impacts across the MA/RI Wind Energy Areas.
- Plan for compliance and consistency with the Massachusetts Ocean Management Plan and other state and regional ocean management plans.
- Plan for compliance with Massachusetts Coastal Zone Management federal consistency review process, including any plans for voluntary federal consistency filing.
- Plan for timely data sharing with relevant environmental and fisheries stakeholders and ongoing, transparent communication with stakeholders regarding data availability.
- Description of participation in and any commitments (time, staff, and/or financial) to existing and ongoing regional regulatory, research, and science organizations regarding environmental assessment, monitoring, and mitigation, including but not limited to direct funding to the Responsible Offshore Science Alliance and the Regional Wildlife Science Collaborative.
- Plans to engage with and incorporate input from the Massachusetts Habitat Working Group on Offshore Wind Energy.

- Extent to which the project avoids, minimizes, and mitigates potential impacts of the project to cultural and tribal resources and viewsheds from the Massachusetts shoreline, including through thoughtful siting and engagement with local stakeholders.
- Any additional information that may demonstrate mitigation of environmental impacts.
- **Environmental Justice Impacts:** Extent to which the project demonstrates that it avoids, minimizes, or mitigates, to the maximum extent practicable, negative impacts on Environmental Justice populations and host communities, and extent to which the project directs positive benefits from the project to those communities..
 - Identification of potentially impacted Environmental Justice populations, federally recognized and state acknowledged tribes, and other host communities.
 - Demonstrated plans or investments to avoid, minimize, and mitigate environmental burdens and other negative impacts from the project on host communities, Environmental Justice populations, and tribal communities or tribal resources.
 - Plans to engage with affected communities through public involvement, best practices and targeted outreach and education events, including identified partnerships with existing Environmental Justice organizations, and federally recognized and state acknowledged tribes.
 - Plans to incorporate input from impacted host communities, especially Environmental Justice populations and tribes, into decision-making regarding project siting and development as well as plans for avoidance, minimization, and mitigation.
 - Plans to direct positive benefits from the project to Environmental Justice communities and strategy plan to track and report on the status of environmental justice impacts, meaningful engagement, and employment (effective training, recruitment and hiring goals) opportunities. Strategy plans may include a commitment with a government entity to share said tracking and reporting. If such a commitment is not presented, DOER will work with selected bidder after selection but before contract execution to implement an agreed-upon tracking and reporting strategy.

Fishing Impacts and Fisheries Mitigation Plan: Extent to which the project avoids, minimizes, and mitigates impacts on commercial, for-hire, recreational, and indigenous fishing. (b

- Factors to be considered may include but are not limited to:
 - Commitments to fishing industry stakeholder outreach related to potential project impacts, including but not limited to:
 - Communications and engagement plan detailing how the developer will identify, communicate with, and address concerns from fisheries stakeholders in a timely manner.
 - Description of how developer will engage with fishing industry stakeholder groups to determine project layouts that address stakeholder concerns.
 - Description of any participation in and engagement with the

- Responsible Offshore Science Alliance, Massachusetts Fisheries Working Group on Offshore Wind Energy, and/or the Fishery Management Councils regarding fishing impacts from the project.
- Plans to engage with the development of, and commit to finalized versions of, fisheries mitigation and compensation best practices agreed upon in federal working groups led by BOEM.
 - Description of potential adverse impacts on fishing in the proposed Project area from the wind farm array, transmission cabling, and other infrastructure and design elements, including:
 - Research plan to identify and study expected fishing impacts in proposed project area.
 - Description of how site layout could be changed to accommodate potential future changes for mitigation purposes and timeline for when design decisions will be finalized.
 - Description of operational protocol to avoid, minimize, and mitigate impacts to fisheries during project construction and operation phases, which may include but are not limited to:
 - Plan outlining anticipated operational phase, long-term required maintenance of offshore export cables, inter-array cables, and foundations, including descriptions of work activity required for such maintenance including duration, anticipated impacts to seafloor habitats, and potential impacts to fishing activity and marine species.
 - Plans to minimize the number of transmission cables used, reduce the area of seafloor or shoreline disturbance, and/or reduce the number of onshore cable landfalls.
 - Measures to ensure navigational and operational safety of fishing vessels within, through, and around the proposed project area.
 - Plans for designation and monitoring of safety zones, gear monitoring and retrieval, and communication with fishing vessels and resource managers
 - Plan to avoid, minimize, or mitigate impacts on the National Marine Fisheries Service (NMFS) surveys and Massachusetts Department of Marine Fisheries (DMF) inshore trawl surveys.
 - Description of any cooperation and efforts with other developers or regional entities to avoid and minimize potential cumulative impacts across the MA/RI WEAs.
 - Plan for regular monitoring and reporting (annual and after major storm events) of the current depth of offshore export and interarray cables below the sediment, any remedial actions to ensure the cable remains adequately buried, and reporting of any remedial activities, including monitoring and reporting on cable depth after major storm events such as 25- or 50-year storm events.
 - Plan for recording the geolocation (Loran, lat/long) of moved

boulders which may cause safety hazards and making those data available to fishermen in a form that is easily uploadable to their navigation systems.

- Plan for recording bathymetric changes between pre- and post-boulder clearance plowing activities and communicating those changes to fishermen.
- Plan for recording the geolocation of areas of cable protection; identifying the length, width, and height from the seafloor of all cable protection structures; and making those data available to fishermen.
- Plan for addressing claims for loss or damage to fishing gear or vessels from interactions with offshore wind farm infrastructure.
- Plan to develop a fisheries compensatory mitigation plan with input from the Massachusetts fishing industry to offset impacts on commercial and recreational fishing, how the compensation plan will be designed, and how it will determine financial impacts.

APPENDIX K: EXAMPLES OF ALLOWED PHASING

These examples are not intended to be comprehensive, but rather illustrative of the RFP's rules regarding construction of a bidder's proposed generation in more than one construction phase. If desired, bidders may submit questions regarding other phasing configurations during the Bidder Conference and/or by submitting written questions in accordance with Section 3.2 of the RFP.

Example 1: A bidder submits an 800 MW bid

Permitted bids: (1) A bid proposing that the full 800 MW be constructed all in a single construction phase, with a single Commercial Operation Date. (2) A bid proposing that the 800 MW be constructed in two construction phases, of 400 MW each. (3) A bid proposing that the 800 MW be constructed in two construction phases, the first of 200 MW, and the second of 600 MW.

Prohibited bids: (1) A bid proposing that the 800 MW be constructed in three or more phases.

Example 2: A bidder submits a 1000 MW bid for generation.

Permitted bids: (1) A bid proposing that the 1000 MW be constructed all in a single construction phase. (2) A bid proposing that the 1000 MW be constructed in two construction phases, of 500 MW each. (3) A bid proposing that the 1000 MW be constructed in three construction phases, of 500 MW, 300 MW, and 200 MW respectively.

Prohibited bids: (1) A bid proposing that the 1000 MW be constructed in four or more phases, whatever the MW breakdown of the phases.

Example 3: A bidder submits a bid for 400 MW or less for generation.

Permitted bids: (1) A bid proposing that all the generation be constructed in a single construction phase.

Prohibited bids: (1) Any bid proposing more than one construction phase.

Below is an example where the proposed Offshore Wind Energy Generation is from substantially non-contiguous areas (separate lease areas or substantially separated areas within a lease area):

Example 4: A bidder submits a bid for 400 MW, where a block of 200 MW is located in one area, and a block of 200 MW is located in a different area.

Permitted bids: (1) A bid proposing that both blocks of 200 MW be constructed concurrently in a single construction phase. (2) A bid proposing that the two 200 MW blocks of generation be constructed in two construction phases (one for each area).

Prohibited bids: (1) A bid proposing that either of the 200 MW blocks be constructed in more than one phase, or that the full 400 MW be constructed in more than two phases, whatever the MW breakdown of the phases.

**APPENDIX L: FORM MEMORANDUM OF UNDERSTANDING (MOU)
WITH DOER AND MASSCEC**

OFFSHORE WIND DEVELOPMENT AND REPORTING AGREEMENT

This **Offshore Wind Development and Reporting Agreement** (this “Agreement”) is entered into effective as of DATE (the “Effective Date”) by and between COMPANY (“COMPANY NAME” or “Company”), the Massachusetts Department of Energy Resources (“MA DOER”), and the Massachusetts Clean Energy Technology Center (“MassCEC”). Each of COMPANY and MA DOER is referred to as a “Party” and, collectively, as the “Parties.”

RECITALS

WHEREAS, on DATE, COMPANY submitted its proposal (the “Bid”) for a AMOUNT MW offshore wind project (the “Project”) in response to the Request for Proposals for Long-Term Contracts for Offshore Wind Energy Projects (the “RFP”) issued DATE, by Fitchburg Gas & Electric Light Company d/b/a Unitil, Massachusetts Electric Company d/b/a National Grid, Nantucket Electric Company d/b/a National Grid, NSTAR Electric Company d/b/a Eversource Energy, Western Massachusetts Electric Company d/b/a Eversource Energy (each, individually, an electric distribution company or “EDC” and, collectively, the “EDCs”);

WHEREAS, on DATE, DOER selected the Bid as a winning proposal under the RFP;

WHEREAS, following the selection of the Bid, COMPANY and each EDC negotiated and subsequently executed and delivered Offshore Wind Generation Unit Power Purchase Agreements for the EDCs’ purchase of energy and other products to be generated by the Project (as the same may be amended, restated, modified, supplemented, extended or otherwise superseded from time to time, the “PPAs”), each dated DATE, which PPAs will be subsequently submitted for approval to the Massachusetts Department of Public Utilities (“MA DPU”);

WHEREAS, among other aspects of the Bid, COMPANY committed to investments to promote short and long-term employment and economic development in the Commonwealth, track and report on the status of environmental justice impacts, and engagement and employment opportunities (training, recruitment and hiring goals), provide financial and technical assistance to support wildlife and habitat monitoring, and a commitment to diversity, equity and inclusion, including employment and procurement/contracting opportunities, for minority, women, veterans, LGBT and persons with disabilities, each as further detailed in Appendices A through C;

WHEREAS, among other aspects of the Bid, COMPANY outlined its plans to support offshore wind industry development in Massachusetts through various commitments further detailed in Appendix A and to report to MA DOER and MassCEC its progress in connection with the same;

NOW, THEREFORE, in consideration of the mutual covenants contained herein,

and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

AGREEMENT

1. **Wind Industry Development Initiatives.** COMPANY hereby agrees that it shall develop and operate the Project consistent with the commitments as described in Appendix A that support developing the offshore wind industry in the Commonwealth (“Wind Industry Development Initiatives”):

2. **Direct Economic Investment Initiatives:** COMPANY has committed to in its Bid and hereby agrees that it shall fund each of the direct economic initiatives (“Direct Economic Investment Initiatives”) designed to create and foster economic benefits to the Commonwealth. Pursuant to the requirements of the RFP, each Direct Economic Investment Initiatives in COMPANY’s Bid is memorialized in a Memorandum of Understanding or other definitive agreement (each an “Ancillary Agreements”) with a third-party partner organization (“Partner Organization”), as detailed in Appendix B to this Agreement.

3. **Workforce & Supply Chain Initiative Support.** COMPANY hereby agrees that it shall fund additional initiatives that support diversity, equity and inclusion as described in Appendix C (the “Workforce & Supply Chain Initiatives”).

4. **Wildlife and Habitat Assistance.** COMPANY hereby agrees that it shall fund each of the wildlife and habitat technical and financial assistance initiatives (“Wildlife and Habitat Initiatives”) pursuant to the requirements of the RFP and as detailed in Appendix D to this Agreement, including but not limited to a commitment to regional research and monitoring of fisheries that meet or exceed a threshold of \$5,000 per MW. COMPANY agrees to consult with the Massachusetts Department of Coastal Zone Management (CZM) to develop specific projects plans for the Wildlife and Habitat Assistance funding prior to Financial Close.

5. **Conditions to Commitments.** MA DOER acknowledges and agrees that COMPANY’s commitments set forth herein are subject to (1) the Project obtaining all federal, state and local permits needed to construct and operate the Project, (2) the Project achieving financial close with such lenders and tax equity investors as are necessary to finance the Project (“Financial Close”), and (3) with respect to the commitments in Section 2, satisfaction of the relevant conditions and Partner Organization commitments set forth in the applicable Ancillary Agreements.

6. **Project Impact Assessment and Reporting.** COMPANY hereby agrees that it shall deliver to MA DOER and MassCEC written annual progress reports beginning not later than the date that is one year after the Effective Date of this agreement (the “Reporting Date”) and, thereafter, not later than August 31st of each year during the term of the PPAs with data through June 30 of each reporting year. Each report shall summarize COMPANY’s progress in achieving the Wind Industry Development Initiatives goals, the Direct Economic Investment Initiatives, the Workforce & Supply Chain Initiatives, and the Wildlife and Habitat Assistance as set forth in Sections 1 through 4 of this Agreement and Appendices A, B and C and shall include in addition, the following information:

- a) The total dollar amount and schedule of payments made to Partner Organizations consistent with the Direct Economic Investment Initiatives, Workforce & Supply Chain Initiatives, and Wildlife and Habitat Initiatives and a summary of programming supported by the funds related thereto;
- b) The total number of Company's and its affiliates' employees whose work is substantially (*i.e.*, 50% or greater) dedicated to the Project, as well as the number of such employees who reside in the Commonwealth and in which counties;
- c) The total number of workers employed by contractors and subcontractors for the Project, as well as the number who reside in the Commonwealth;
- d) Descriptions of the types of jobs included in (b) by general category (*e.g.*, development, operations & maintenance, construction, manufacturing, etc.) and the average annual salary level by category and county;
- e) Such general demographic information regarding employment created by the Project related to the goals outlined in the COMPANY Bid's Diversity, Equity and Inclusion Plan as COMPANY is able to collect using commercially reasonable efforts, and descriptions of efforts to recruit and retain diverse job candidates;
- f) The extent to which the reported results align with the estimates of the Project's contributions to employment and economic development contained in the Project proposal;
- g) Any relevant lessons learned that Massachusetts officials can use to improve economic outcomes for Massachusetts and inform future state procurement and programmatic efforts;
- h) The estimated employment and economic impact of projects supported by the Direct Economic Investment Initiatives, specifically focusing on funds allocated, revenue generation and the impacts on the communities in which such projects are located;
- i) How the Wind Industry Development Initiatives, the Direct Economic Investment Initiatives and the Workforce & Supply Chain Initiatives provides employment and procurement/contracting opportunities for minority, women, veterans, LGBT and persons with disabilities;
- j) The status of any impacts to EJ Populations from project siting and construction and status of outreach and engagement with affected Environmental Justice ("EJ") Populations;³² and
- k) The status of employment opportunities for EJ Populations and residents of EJ Populations provided by the Wind Industry Development Initiatives and Direct Economic Investment Initiatives.

³² As defined in MGL ch. 30, § 62; *see also* EEA Environmental Justice Policy (<https://www.mass.gov/info-details/environmental-justice-populations-in-massachusetts>).

MA DOER and MassCEC agree that COMPANY shall not be considered in breach of its obligations hereunder as a result of any such information proving inaccurate or incomplete, as long as COMPANY has used reasonable and good faith means of collecting, analyzing and preparing such information. Further, MA DOER, MassCEC, and COMPANY agrees that the annual report will not include any personal identifiable information (PII) with respect to any employees, contractors, workers or other personnel of any kind.

7. Covenant to Replace Wind Industry Development Initiatives, Direct Economic Investment Initiatives, and Wildlife and Habitat Initiatives. The Parties acknowledge and agree that as of the Effective Date, COMPANY has entered into Ancillary Agreements with Partner Organizations as listed in Appendix B to execute COMPANY's commitments under the Direct Economic Investment Initiatives in furtherance of its plans to support wind industry development in Massachusetts. COMPANY hereby covenants and agrees with MA DOER that, in the event that any Ancillary Agreement is terminated due to a default of a party thereto or is otherwise terminated prior to its respective term, COMPANY shall use commercially reasonable efforts to enter into a replacement of such Ancillary Agreement with one or more other third parties to perform obligations that are as similar as reasonably possible to those of the original parties under such terminated Ancillary Agreement that may remain unperformed as of the date such Ancillary Agreement was terminated. COMPANY shall provide reasonable written notice to MA DOER of any such termination of an Ancillary Agreement. COMPANY agrees to provide notice to MA DOER of any such replacement agreement prior to its execution by COMPANY and such third party(ies)/Partner Organizations. MA DOER shall be permitted a reasonable period of time, not to exceed twenty (20) Business Days, within which to review such replacement agreement for the purpose of confirming that such replacement agreement includes obligations that are substantially similar to the terminated Ancillary Agreement. COMPANY shall take into account and seek to reasonably address any comments delivered by MA DOER to COMPANY in writing during such period prior to its execution of such replacement agreements.

8. Default

- (a) COMPANY hereby agrees that in the event that any Ancillary Agreement listed in Appendix B is terminated due to a default of a party thereto or is otherwise terminated prior to its respective term and COMPANY is unable to find a replacement of such Ancillary Agreement with one or more other third parties to perform the obligations that remained unperformed by the original counterparty per the terms of Section 7, or committed funds as listed in Appendix B, Column B and Appendix C, Column B have not been dispersed by the committed timelines as described in Appendix B, Column E and Appendix C, Column C or by the fifteenth (15th) anniversary of Commercial Operation, whichever is sooner, Commonwealth shall deposit any remaining funds with the Massachusetts Clean Energy Technology Center ("MassCEC") into one or more accounts designated by MassCEC and will be deployed by MassCEC in a manner determined by MassCEC in its sole discretion to be consistent with the Offshore Wind Industry Development Initiatives. MA DOER shall consider MassCEC as a suitable replacement for any defaulting counterparty listed in Appendix B.

- (b) To the extent COMPANY defaults under any of its obligations under any of the Ancillary Agreements and the counterparty has given Company a notice of default, COMPANY shall provide a copy of such notice to MA DOER and MassCEC within ten (10) Business Days. COMPANY will provide, at the same time as the notice, an explanation to MA DOER as to the nature of the default and how COMPANY plans to resolve such default. If COMPANY cannot cure or otherwise resolve the default and the underlying Ancillary Agreement is terminated as a result, then COMPANY shall pay to MassCEC the amount of any funding required to be paid by COMPANY pursuant to such terminated Ancillary Agreement for deposit in accordance with Section 8(a).
- (c) The Parties agree that both Parties shall have any and all rights under law with respect to any other default hereunder not addressed in clauses (a)-(c) of this Section 8.

9. Additional Commitments of COMPANY.

- (a) For any additional commitments made by COMPANY in its Bid to invest in the creation of new facilities or infrastructure that will result in direct employment and economic development benefits for the Commonwealth, the COMPANY will be expected to make payments to MassCEC for each FTE shortfall below a certain threshold in meeting the employment commitments as outlined in the Bid and according to the schedule outlined in this Agreement.

10. Representations and Warranties. As of the Effective Date, COMPANY represents and warrants to MA DOER and MassCEC (which representations and warranties shall survive the termination or expiration of this Agreement) that: (i) the execution, delivery and performance of this Agreement has been duly authorized by all requisite action on the part of COMPANY, and COMPANY has full power and authority to enter into this Agreement and fulfill its obligations hereunder; (ii) this Agreement constitutes the legal, valid and binding obligation of COMPANY enforceable against COMPANY in accordance with its terms; (iii) all Ancillary Agreements with Partner Organization listed in Appendices A and B have been duly executed and are in full force and effect as of the Effective Date of this Agreement; (iv) COMPANY's performance or compliance with this Agreement will not conflict with, result in a breach of, constitute a default under, or require the consent of any third party under any obligation (including license, sublicense, lease, contract, or agreement) or instrument to which it is bound or to which its properties are subject; (v) except for such litigation as affects the offshore wind industry generally, there are no lawsuits, actions or any other legal or administrative proceedings pending, or to the knowledge of COMPANY, threatened in writing against COMPANY which, if determined against COMPANY, would have a materially adverse effect on its ability to perform its obligations under this Agreement; and (vi) neither COMPANY or any of its directors, officers, employees or agents have, directly or indirectly, made, offered, promised or authorized any payment or gift of any money or anything of value to or for the benefit of any "foreign official" (as such term is defined in the U.S. Foreign Corrupt Practices Act of 1977, as amended), foreign political party or official thereof or candidate for foreign political office for the purpose of (1) influencing any official act or decision of such official, party or candidate, (2) inducing such official, party or candidate to use his, her or its influence to affect any act or decision of a foreign governmental authority, or (3) securing any improper advantage, in the case of (1), (2) and (3) above in order to assist such

Party or any of its affiliates in obtaining or retaining business for or with, or directing business to, any person.

11. Public Records. As a public agency, MA DOER is subject to the Massachusetts Public Records Law (set forth at Massachusetts General Laws Chapter 66; “Massachusetts Public Records Law”) and thus documents and other materials made or received by MA DOER and/or its employees may be subject to public disclosure. COMPANY acknowledges and agrees that any document, report or other information provided pursuant to this Agreement, including this Agreement, shall be a public document and subject to disclosure under Massachusetts Public Record, as determined by MA DOER. In the event that COMPANY determines that there is a need to protect commercial, proprietary or otherwise sensitive information, MA DOER will reasonably cooperate with COMPANY’s efforts to request confidential treatment for such information, consistent with and subject to applicable law.

12. No Partnership, etc. It is expressly agreed that the relationship between the Parties shall not constitute a partnership, joint venture or agency.

13. Miscellaneous.

(a) **Entire Agreement.** This Agreement sets forth the entire agreement between MA DOER and COMPANY regarding the matters herein and supersedes all prior agreements and understandings, written or oral, between MA DOER and COMPANY with respect to the subject matter hereof.

(b) **Amendment; Waiver.** This Agreement may be modified or amended only by a writing executed by COMPANY and MA DOER. No failure by a Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

(c) **Assignment.** This Agreement shall inure to the benefit of each Party and any of its successors and permitted assigns. Neither Party may assign this Agreement without obtaining the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, that COMPANY shall have the right to assign this agreement to an affiliate that will own the Project effective upon its delivery of Notice to MA DOER and provided further, that MA DOER shall have the right to assign this agreement to its legal successor-in-interest effective upon delivery of Notice to COMPANY. For purposes of COMPANY’s rights under this Section 13(c), “affiliate” shall mean an entity that is (a) formed for the purpose of owning, financing and operating the Project, that at such time owns and intends for the duration of this Agreement to continue to own all or substantially all of the assets of the Project and/or (b) is directly, or indirectly through one or more intermediaries controls, or is controlled by, or is under common control where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such affiliate, whether through the ownership of membership interests, by contract or otherwise. MA DOER accepts such an affiliate as a permitted assignee of this Agreement.

(d) **Severability.** If any portion or provision of this Agreement shall to

any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, and the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without reference to the conflicts of laws provisions thereof that would require the application of the laws of another state. Each Party expressly consents that any judicial action with respect to this Agreement shall be filed exclusively in the state courts located in the Commonwealth of Massachusetts, and each Party further irrevocably consents and submits to the personal jurisdiction and venue of the state courts located therein and irrevocably waives any and all claims and defenses it might have in any action or proceeding in any of such courts based upon any alleged lack of personal jurisdiction, improper venue, forum *non conveniens*, or any similar claim or defense.

(f) Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “Notice”) shall be delivered by an authorized person of a Party in writing and addressed to the receiving Party at the address set forth herein (or to such other address that may be designated by the receiving party from time to time in accordance with this section). Notices to COMPANY shall be addressed to COMPANY, LLC,. Notices to MA DOER shall be addressed to General Counsel, Department of Energy Resources, 100 Cambridge Street, 9th Floor, Boston, MA 02114. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), e-mail of a PDF document (with confirmation of transmission) or certified mail (return receipt requested, postage prepaid). All e- mail notices shall be promptly followed by overnight delivery (with all fees pre-paid) or certified mail (return receipt requested, postage prepaid) to the persons identified in this paragraph (f).

(g) Counterparts. This Agreement may be executed in separate counterparts, each of which will be an original and all of which together shall constitute one and the same agreement binding on each of the parties hereto. Counterparts may be delivered via electronic mail, first class mail or personal delivery and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(h) Descriptive Headings; Interpretation. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. The Parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(i) Force Majeure. Performance by a Party of its obligations contained in this Agreement at the time of and during an event of Force Majeure shall be excused and suspended so long as such event of Force Majeure is in effect, and for a reasonable period thereafter within which such Party shall make all commercially reasonable efforts to

resume performance, but for no longer period. A Party shall give prompt Notice to the other Party of such Force Majeure, which Notice shall provide details regarding the nature, the extent and expected duration of such Force Majeure. Each Party shall keep the other updated and advised of the effect of and remedial measures being undertaken to overcome such an event of Force Majeure. Neither Party shall be liable for any losses or damages arising out of a suspension of performance that occurs because of Force Majeure. "Force Majeure" shall have the meaning set forth in the first sentence of Section 10.1(a) of the PPAs as of the Effective Date.

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IN WITNESS WHEREOF, the Parties hereto have executed this Offshore Wind Development and Reporting Agreement as of the Effective Date.

DOER:

COMPANY:

By:

By:

Name:

Name:

Title:

Title:

MASSCEC:

By:

Name:

Title:

Appendix A – List of Wind Industry Development Initiatives

Column A: Initiative	Column B: Partner Organization or Responsible Party	Column C: Timeline

Appendix B – List of Direct Economic Investment Initiatives

Column A: Initiative	Column B: Amount (\$)	Column C: Partner Organization	Column D: Estimated Funding Prior to Financial Close	Column E: Funding Timeline
Supplier Diversity Program Plan				
Workforce Diversity Plan				
Other Initiatives				

Appendix C – List of Workforce & Supply Chain Initiatives

Column A: Initiative	Column B: Amount (\$)	Column C: Timeline of Funding

Appendix D – Wildlife and Habitat Assistance Initiatives

Column A: Initiative	Column B: Recipient / Partner Organization	Column C: Amount (\$)	Column D: Timeline of Funding