

**Ohio 2009 Renewable RFP2 Frequently Asked Questions – Agreement**

<b>FAQ#</b>	<b>Date of Posting</b>	<b>Question / Answer</b>
AGR001	10-09-2009	<b>Question:</b> Who can use the new Solar Renewable Energy Credit Agreement?
		<b>Answer:</b> The Solar Renewable Energy Credit Agreement is for all solar generators, aggregators, or brokers who will be offering solar RECs in this RFP, whether the facilities that will produce their RECs are located in Ohio or in contiguous states. Proposers bidding in RECs from all other renewables should use the standard REC Purchase and Sale Agreement document.
AGR002	10-09-2009	<b>Question:</b> Why do I have to sell my Banked Solar RECs in the First Contract Term?
		<b>Answer:</b> FirstEnergy is particularly interested in receiving solar RECs for the First Contract Term (2009). Therefore, we are requiring that all Banked Solar RECs that will be bid into this RFP be bid into the First Contract Term and be delivered by December 15, 2009.
AGR003	10-09-2009	<b>Question:</b> What happens if I sell RECs from my solar system to FirstEnergy and then am unable to deliver (due to system failure, weather, etc.)?
		<b>Answer:</b> You should estimate the number of RECs you can provide based on the understanding that weather may vary. However, if your system under produces or has a system failure, you will not be penalized. You will simply need to inform FirstEnergy and then you can either deliver the smaller number of RECs (and be paid only for that amount) or you can provide RECs from another comparable source (that is, either solar generated in Ohio or generated in a contiguous state, whichever type of resource you bid) and you will be paid for the full amount delivered.
AGR004	10-09-2009	<b>Question:</b> I've completed my PUCO application and submitted it. What will happen if I'm a successful bidder but my project isn't approved at PUCO by the time I need to make REC deliveries?
		<b>Answer:</b> If you submitted your application in a timely manner and in good faith (i.e., it is a renewable resource and there is no reason to expect it will be rejected) then FirstEnergy will work with you to reach a solution that does not penalize you or FirstEnergy. In some cases this may be as simple as temporarily delaying your delivery schedule.
AGR005	10-09-2009	<b>Question:</b> How is the new solar agreement different from the agreement FirstEnergy offered in the last RFP?

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		<p><b>Answer:</b> The new solar contract has 3 major differences from the Renewable Energy Credit Agreement offered in the last RFP: 1.) All Banked Solar RECs must be bid into the First Contract Term and delivered by December 15, 2009; 2.) If a bidder with solar RECs has a reduction in output or a failure of the system and is not able to supply the RECs bid, the bidder is not required to purchase and supply replacement RECs (although the bidder has that alternative if so desired) ; and 3.) If a bidder has, in good faith, submitted a PUCO application in a timely manner but has not received certification at the time RECs are due for delivery, FirstEnergy will work with that successful bidder to find a solution that will not penalize either the bidder or FirstEnergy.</p>
AGR006	10-09-2009	<p><b>Question:</b> I'm an aggregator. Does the new Solar Energy Renewable Credit Agreement provision for reductions in output mean that I can reduce the amount of RECs I provide at a later time for any reason?</p>
		<p><b>Answer:</b> No. Reductions are allowed for specific reductions in output on a solar system or failure of a system. Providing a reduced number of RECs due to changes in market conditions is not allowed.</p>
AGR007	10-09-2009	<p><b>Question:</b> What about non-solar renewables? Are there any changes to that contract from the last RFP?</p>
		<p><b>Answer:</b> Yes, there is one change to the Renewable Energy Credit Agreement from the last RFP. We have added the following provision: if a bidder has, in good faith, submitted a PUCO application in a timely manner but has not received certification at the time RECs are due for delivery, FirstEnergy will work with that successful bidder to find a solution that will not penalize either the bidder or FirstEnergy. This provision applies to both the Solar REC bidders and the non-Solar REC bidders.</p>
AGR008*	10-09-2009	<p><b>Question:</b> Is FirstEnergy willing to enter into a long term S-REC contract that will be required to enable new generation projects?</p>
		<p><b>Answer:</b> No.</p>
AGR009*	10-09-2009	<p><b>Question:</b> Is there any room for negotiation with respect to the REC agreement? Should we provide a markup as part of the bid?</p>

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		<b>Answer:</b> The agreements provided as part of this RFP are standardized and are not open for individual negotiation.
AGR010*	10-09-2009	<b>Question:</b> If we do only a one year term can we renew or will we need to go through the RFP process again?
		<b>Answer:</b> The RFP seeks RECs and S-RECs for the terms listed only. There is no option to bid for one term and then renew.
AGR011*	10-09-2009	<b>Question:</b> What happens if a unit fails to achieve PUCO certification?
		<b>Answer:</b> If a respondent completes the PUCO application in a timely manner and in good faith, but the application is not approved in time for REC deliveries per the RFP, FirstEnergy will work with the successful respondent to assure that neither the respondent nor FirstEnergy is penalized.
AGR012*	10-09-2009	<b>Question:</b> Since systems don't have to be operational yet at the time of bidding, what happens if the system does not get installed?
		<b>Answer:</b> This RFP seeks firm RECs. A party should only bid if the party is confident that they can provide the RECs. If a potential bidder is unsure whether the facility from which it plans to provide RECs will be installed, it should not bid.
AGR013	10-09-2009	<b>Question:</b> If you're an RFP winning facility in the process of being certified by PUCO and you're not yet certified by the time of delivery, what obligation do you have?
		<b>Answer:</b> If a respondent completes the PUCO application in a timely manner and in good faith, but the application is not approved in time for REC deliveries per the RFP, FirstEnergy will work with the successful respondent to assure that neither the respondent nor FirstEnergy is penalized.

\*asked during webinar