

# ILLINOIS POWER AGENCY

## SUMMER 2026

### INDEXED RENEWABLE ENERGY CREDIT RFP

### ILLUSTRATIVE PART 2 FORM

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Public Act 102-0662, the Climate and Equitable Jobs Act, became effective on September 15, 2021. Public Act 103-0380, related to the procurement of RECs from certain hydropower projects, became effective on January 1, 2024. The Illinois Power Agency (“IPA”) filed its 2026 Long-Term Renewable Resources Procurement Plan (“2026 Long-Term Plan”) with the Illinois Commerce Commission (“ICC” or “Commission”) on October 20, 2025. The Commission’s decision on the 2026 Long-Term Plan is provided through its Order dated February 17, 2026.

As approved by the ICC, the 2026 Long-Term Plan provides for a procurement of renewable energy credits (“RECs”) from new utility-scale wind projects, new utility-scale solar projects, new brownfield site photovoltaic projects, and new hydropower projects at an existing dam or modernized or retooled hydropower projects at an existing dam. The RECs procured in this procurement event must meet the definition of Renewable Energy Credit and Indexed Renewable Energy Credit as provided in Section 1-10 of the IPA Act.

Through this procurement event, the IPA will solicit twenty-year contracts for 2,500,000 RECs delivered annually from either new utility-scale wind projects or hydropower projects, 1,300,000 RECs delivered annually from new utility-scale solar projects, and 266,271 RECs delivered annually from new brownfield site photovoltaic projects for the portfolios of Ameren Illinois Company (“AIC”), Commonwealth Edison Company (“ComEd”), and MidAmerican Energy Company (“MEC”). Each of AIC, ComEd, and MEC is referred to as a “Company”.

The Part 2 Proposal consists of the online Part 2 Form, attachments that are uploaded to the application website (or sent to the Procurement Administrator via email), and bid assurance collateral. Before completing the online Part 2 Form for the Indexed REC RFP, please review the RFP Rules and the Indexed Renewable Energy Credit Agreement (“Indexed REC Contract”) so that you understand the conditions under which the Indexed REC RFP will be conducted. These documents are available on the procurement website, [www.ipa-energyrfp.com](http://www.ipa-energyrfp.com). Having submitted a Part 1 Proposal in response to the Indexed REC RFP, you have agreed to all the terms and conditions of the Indexed REC RFP.

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***Any information that you provide in this Part 2 Proposal is provided on a confidential basis to the Procurement Administrator and may be provided on a confidential basis to the Procurement Monitor, to the IPA, or to the Staff of the ICC. Any information provided to AIC, ComEd, or MEC will also be provided to the Procurement Monitor.***

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## INSTRUCTIONS FOR PROPOSAL

Bidders use the online Part 2 Form and upload required documents to respond to the requirements of the Part 2 Proposal as detailed in the RFP Rules. The Part 2 Proposal serves to present additional information for a single Project that qualified through a successful Part 1 Proposal. To the extent that an entity is intending to present several Projects that each qualified through a successful Part 1 Proposal, a different Part 2 Proposal must be presented for each such Project, with each Part 2 Proposal submitted using a unique online Part 2 Form.

The Procurement Administrator evaluates Bids submitted in accordance with this RFP for each Project that qualifies pursuant to a successful Part 1 Proposal and a Part 2 Proposal that fulfills all the requirements of the RFP Rules.

**Please complete all sections. If a section does not pertain to you, you will be required to check a box and move on to the next section.**

### I. Part 2 Proposal Submission

Bidders must:

- Complete the online Part 2 Form in its entirety;
- Submit bid assurance collateral to each Company in the form of a Pre-Bid Letter of Credit or cash; and
- Submit all other documents, including Inserts, required to support the online Part 2 Form by email to [Illinois-RFP@nera.com](mailto:Illinois-RFP@nera.com) or by upload to the application website.

*All times are Central Prevailing Times (“CPT”) unless specifically noted.*

*The online Part 2 Form must be submitted no later than 12 PM (noon) CPT on June 3, 2026 (the Part 2 Date).*

**Some of the documents required to support the Part 2 Proposal are Inserts. Each of these Inserts will be available on the procurement website or from the Procurement Administrator.** “Inserts” are separate forms that, when duly completed, allow Bidders to comply with the requirements to this RFP. A Bidder that is required to submit a particular Insert will complete the form and upload the form to the application website (or send the form by email). Any modification by the Bidder to these Inserts, other than providing such specific information or signature, will not be considered and the Part 2 Proposal will be considered deficient. Any covert modification to these Inserts will be considered a material misrepresentation of the Proposal, for which the Companies may draw on bid assurance collateral posted for the Project, regardless of whether the Bidder subsequently resubmits such Inserts in a manner that is compliant with the RFP Rules.

If the Insert requires a signature, such insert may be:

- Printed, signed, scanned, and uploaded to the online Part 2 Form; or
- Submitted with a digital signature and a document or information verifying the identity of the signatory. Electronic signatures (e.g., a picture of a signature by opposition to a digital signature entered through software such as that offered by DocuSign) are not acceptable.

**For illustrative purposes, the Inserts are shown throughout this Illustrative Part 2 Form in blue boxes.**  
The format and exact content of the Inserts may differ from the illustrative Inserts provided through this Illustrative Part 2 Form. **Fields for upload of other documents are designated by a paperclip.**

Inquiries may be directed to the Procurement Administrator through the “Ask a Question” page on the procurement website at [www.ipa-energyrfp.com](http://www.ipa-energyrfp.com).

## **II. Part 2 Proposal Processing**

Information regarding the processing of the Proposal will be provided as a separate document to Bidders.

ILLUSTRATIVE

## PART 2 FORM

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### 1. Contact and Project Information

First Item: Contact Information

**THE BIDDER MUST REVIEW THE ADDRESS FOR THE SELLER, THE ADDRESS FOR THE BIDDER (IF DIFFERENT FROM THE SELLER), AND THE CONTACT INFORMATION PROVIDED IN THE PART 1 PROPOSAL FOR THE REPRESENTATIVES. THE BIDDER MUST MAKE ALL UPDATES NECESSARY. BY SUBMITTING THIS FORM WITHOUT MAKING CHANGES, THE BIDDER CONFIRMS THAT THE INFORMATION PREVIOUSLY PROVIDED REMAINS VALID.**

Name and Basic Information for the Project

**The name of the Project and Technology of the Project provided in the Part 1 Proposal cannot be changed in the Part 2 Proposal. Additionally, the size of the Project in MW (AC rating), which for a Modernized or Retooled Hydropower Project is the size of the hydropower facility upon completion of the Modernized or Retooled activities in MW (AC rating), cannot be changed in the Part 2 Proposal. For avoidance of doubt, the restriction to size changes is limited from the time the Part 1 Proposal is complete through fourteen (14) business days after the anticipated date of the Commission decision on the procurement event; and there is no prohibition to Project size changes during the term of the Indexed REC Contract.**

*Name of Project*

[pre-populated]

*Technology of the Project*

[pre-populated]

*Size in MW (AC rating)*

[pre-populated]

Seller Information

**The entity named as the Seller in the Part 1 Proposal cannot be changed.**

*Name of Seller*

[pre-populated]

*Street Address*

[pre-populated]

[pre-populated]

*City*

[pre-populated]

*State*

[pre-populated]

*Zip Code*

[pre-populated]

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**Bidder Information**

*Name of Bidder*

[pre-populated]

*Street Address*

[pre-populated]

[pre-populated]

*City*

[pre-populated]

*State*

[pre-populated]

*Zip Code*

[pre-populated]

**Representative Information**

*Given Name(s) of Representative*

[pre-populated]

*Last Name of Representative*

[pre-populated]

*Title*

[pre-populated]

*Street Address*

[pre-populated]

[pre-populated]

*City*

[pre-populated]

*State*

[pre-populated]

*Zip Code*

[pre-populated]

*Business Telephone No.*

[pre-populated]

*Mobile Telephone No.*

[pre-populated]

*Email Address*

[pre-populated]

**IF THE CONTACT INFORMATION FOR ONE OR MORE OF THE ADDITIONAL REPRESENTATIVES HAS CHANGED AND YOU HAVE NOT ALREADY PROVIDED THE INFORMATION TO THE PROCUREMENT ADMINISTRATOR, PLEASE PROVIDE AN UPDATED REPRESENTATIVE INSERT. THE REPRESENTATIVE INSERT MAY BE PROVIDED BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. THE REPRESENTATIVE INSERT IS AVAILABLE ON THE PROCUREMENT WEBSITE. The Representative Insert is also labelled INSERT #P1-1.**

A Bidder that is presenting Proposals for multiple Projects and is providing an updated Representative Insert must submit the updated Representative Insert only once with information that is applicable to all of its Projects.

*Name of Bidder*

**REPRESENTATIVE INSERT (#P1-1)**

The Bidder may name up to three (3) Representatives, in addition to the Representative whose contact information is provided directly in the online Part 1 Form, by providing the information requested below. These individuals, each a "Representative", must be authorized to act on behalf of the Bidder and on behalf of the Seller. It is expected that at least one (1) of the Representatives is or can be authorized to submit the Bid(s) on the Bid Date and can make the certification required on the Bid Form. If the Bidder is presenting Proposals for multiple Projects, the Bidder must identify the same Representatives for all such Proposals. Such Bidder is only required to submit the information regarding the Representatives once in a Part 1 Proposal for one of the Projects.

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Contact Information for Representative

Given Name (s)

Last Name

Title

Street Address

City

State

Zip Code

Business Telephone No.

Mobile Telephone No.

Email Address

This Representative is or can be authorized to submit the Bid(s) on the Bid Date and make the certification required on the Bid Form.

Contact Information for Representative

Given Name (s)

Last Name

Title

Street Address

City

State

Zip Code

Business Telephone No.

Mobile Telephone No.

Email Address

This Representative is or can be authorized to submit the Bid(s) on the Bid Date and make the certification required on the Bid Form.

Contact Information for Representative

Given Name (s)

Last Name

Title

Street Address

City

State

Zip Code

Business Telephone No.

Mobile Telephone No.

Email Address

*This Representative is or can be authorized to submit the Bid(s) on the Bid Date and make the certification required on the Bid Form.*

Second Item: Project Labor Agreement Information

**THE REQUIREMENTS OF THIS ITEM APPLY TO UTILITY-SCALE WIND PROJECTS, UTILITY-SCALE SOLAR PROJECTS, BROWNFIELD SITE PHOTOVOLTAIC PROJECTS, AND MODERNIZED OR RETOOLED HYDROPOWER PROJECTS.**

***Did the Bidder provide evidence in the Part 1 Proposal that the Project Labor Agreement(s) and any amendments thereto for the Project were filed with the Director of the IPA?***

**Yes**

**No**

**If NO**, please proceed to the next item.

**If YES**, please complete this item.

**PLEASE UPLOAD EVIDENCE THAT THE IPA HAS DETERMINED THAT SUCH PROJECT LABOR AGREEMENT(S) AND ANY AMENDMENTS MEET THE REQUIREMENTS UNDER THE IPA ACT AND THE PROJECT LABOR AGREEMENTS ACT.** If evidence of this determination was already provided with the Part 1 Proposal, then the evidence does not need to be uploaded below.



## 2. Bid Assurance Collateral

A Bidder must submit bid assurance collateral for its Project(s) in the form of cash or a letter of credit to each of the Companies in an amount that is sufficient given the Project size for each of the Bidder's Projects.

**A Bidder that submits Proposals for multiple Projects may post bid assurance collateral by effecting a single wire transfer to each Company or a single Pre-Bid Letter of Credit to each Company for all Projects.** In the case where a Bidder submits Proposals for multiple Projects and elects to effect a wire transfer to each Company or to submit a Pre-Bid Letter of Credit to each Company that covers two (2) or more of the Bidder's Projects, then if the Bidder fails to provide bid assurance collateral to one or more of the Companies, or if the amount of the bid assurance collateral for one or more of the Companies is insufficient for all such Projects, then the Part 2 Proposals for all such Projects will be considered deficient.

All bid assurance collateral remains in place until the Commission has rendered a decision on the results of the procurement event. For Bidders with Bids approved by the Commission, bid assurance collateral remains in place until all of the following have occurred: full execution of the Indexed REC Contract, the posting of Seller's Performance Assurance under the Indexed REC Contract, and receipt of payment of the Supplier Fees by the IPA.

### First Item: Election of Cash or Letter of Credit as Bid Assurance Collateral

**PLEASE INDICATE, FOR EACH COMPANY, WHETHER YOU ARE PROVIDING CASH OR WHETHER YOU ARE PROVIDING A PRE-BID LETTER OF CREDIT AS BID ASSURANCE COLLATERAL FOR THAT COMPANY.**

- |              |                            |  |
|--------------|----------------------------|--|
| <b>AIC</b>   | <input type="radio"/> Cash | <input type="radio"/> Letter of Credit |
| <b>COMEd</b> | <input type="radio"/> Cash | <input type="radio"/> Letter of Credit |
| <b>MEC</b>   | <input type="radio"/> Cash | <input type="radio"/> Letter of Credit |

Each Company has prepared two (2) standard forms for its Pre-Bid Letter of Credit: (i) an Electronic Version for when the Pre-Bid Letter of Credit is issued in electronic format only; and (ii) a Hardcopy Version for when the Pre-Bid Letter of Credit is issued in hardcopy and delivered to a physical address.

**IF THE BIDDER IS PROVIDING A PRE-BID LETTER OF CREDIT**, please indicate whether the Electronic Version will be sent by electronic means OR whether the Hardcopy Version will be sent to a physical address.

- Electronic Version by electronic means       Hardcopy Version to a physical address

### Second Item: Requirements for a Bidder Providing Cash as Bid Assurance Collateral for a Company

**THE FOLLOWING REQUIREMENTS APPLY TO A BIDDER THAT ELECTS TO SUBMIT BID ASSURANCE COLLATERAL IN THE FORM OF CASH FOR A COMPANY. IF THIS ITEM DOES NOT APPLY TO YOU BECAUSE YOU ARE SUBMITTING A PRE-BID LETTER OF CREDIT TO EACH COMPANY, PLEASE PROCEED TO THE NEXT ITEM.**

***Have you already submitted the required Cash Inserts in a previously submitted Part 2 Proposal for another Project in the Indexed REC RFP?***

- Yes       No

**If YES**, please proceed to the next item.

**If NO**, please complete this item.

A Bidder providing cash as bid assurance collateral for a Company must acknowledge the conditions under which cash may be drawn by that Company. Such Bidder must acknowledge that no interest will be paid for cash submitted as bid assurance collateral to the Company and that the Company may co-mingle any cash submitted with other funds. **A REPRESENTATIVE OF THE BIDDER MAKES THESE ACKNOWLEDGMENTS BY FULLY COMPLETING THE CASH INSERT FOR THAT COMPANY PREPARED FOR THIS PURPOSE. THE BIDDER PROVIDES THE CASH INSERT FOR THAT COMPANY BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. THESE INSERTS ARE AVAILABLE ON THE PROCUREMENT WEBSITE.** The Cash Insert for AIC is also labelled INSERT #P2-1, the Cash Insert for ComEd is also labelled INSERT #P2-2, and the Cash Insert for MEC is also labelled INSERT #P2-3.

\_\_\_\_\_  
*Name of Bidder*

\_\_\_\_\_  
*Name(s) of ALL Sellers*

Modifications to this Insert, other than providing the specific information requested by the Procurement Administrator or providing the signature, are strictly prohibited. Any such modification will not be considered and the Part 2 Proposal will be considered deficient. Any covert modification to the Insert will be considered a material misrepresentation of the Proposal, for which the Companies may draw on bid assurance collateral posted for the Project, regardless of whether the Bidder subsequently resubmits such Insert in a manner that is compliant with the RFP Rules.

This Insert may be:

- *Printed, signed, scanned, and uploaded to the online Part 2 Form;*
- or*
- *Submitted with a digital signature and a document or information verifying the identity of the signatory.*

Electronic signatures (e.g., a picture of a signature by opposition to a digital signature entered through software such as that offered by DocuSign) are not acceptable.

### **AIC CASH INSERT (#P2-1)**

If the Bidder presents Proposals for multiple Projects, the Bidder is only required to submit a Cash Insert for a Company once.

I, \_\_\_\_\_ [enter the name of the representative of the Bidder], acknowledge that Ameren Illinois Company may draw upon the cash submitted as bid assurance collateral if:

1. Bidder or a Seller has disclosed information relating to the Proposal for a Project publicly or to any other party (excluding disclosures required by a federal, state, or local agency, or by a court of competent jurisdiction) before the Illinois Commerce Commission has rendered its decision on the results of the procurement event; or
2. Bidder or a Seller has made a material omission or misrepresentation in the Part 1 Proposal or the Part 2 Proposal for a Project submitted in connection with the procurement event; or
3. A Seller has failed to execute the applicable supplier contract for a Project within three (3) business days of being notified that the Illinois Commerce Commission has approved the Bid on that Project or has failed to meet the

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creditworthiness requirements of the applicable supplier contract within fifteen (15) business days of such Illinois Commerce Commission decision; or

4. Bidder or a Seller has failed to pay to the Illinois Power Agency the applicable Supplier Fee for a Project within seven (7) business days of being notified that the Illinois Commerce Commission has approved the bid on that Project.

Furthermore, I acknowledge that no interest will be paid for cash submitted as bid assurance collateral by the Company and that the Company may co-mingle any cash submitted with other funds.

\_\_\_\_\_  
Signature of representative of the Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Name of Bidder*

\_\_\_\_\_  
*Name(s) of ALL Sellers*

Modifications to this Insert, other than providing the specific information requested by the Procurement Administrator or providing the signature, are strictly prohibited. Any such modification will not be considered and the Part 2 Proposal will be considered deficient. Any covert modification to the Insert will be considered a material misrepresentation of the Proposal, for which the Companies may draw on bid assurance collateral posted for the Project, regardless of whether the Bidder subsequently resubmits such Insert in a manner that is compliant with the RFP Rules.

This Insert may be:

- *Printed, signed, scanned, and uploaded to the online Part 2 Form;*  
*or*
- *Submitted with a digital signature and a document or information verifying the identity of the signatory.*

Electronic signatures (e.g., a picture of a signature by opposition to a digital signature entered through software such as that offered by DocuSign) are not acceptable.

### **COMED CASH INSERT (#P2-2)**

If the Bidder presents Proposals for multiple Projects, the Bidder is only required to submit a Cash Insert for a Company once.

I, \_\_\_\_\_ [enter the name of the representative of the Bidder], acknowledge that Commonwealth Edison Company may draw upon the cash submitted as bid assurance collateral if:

1. Bidder or a Seller has disclosed information relating to the Proposal for a Project publicly or to any other party (excluding disclosures required by a federal, state, or local agency, or by a court of competent jurisdiction) before the Illinois Commerce Commission has rendered its decision on the results of the procurement event; or
2. Bidder or a Seller has made a material omission or misrepresentation in the Part 1 Proposal or the Part 2 Proposal for a Project submitted in connection with the procurement event; or
3. A Seller has failed to execute the applicable supplier contract for a Project within three (3) business days of being notified that the Illinois Commerce Commission has approved the Bid on that Project or has failed to meet the creditworthiness requirements of the applicable supplier contract within fifteen (15) business days of such Illinois Commerce Commission decision; or

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4. Bidder or a Seller has failed to pay to the Illinois Power Agency the applicable Supplier Fee for a Project within seven (7) business days of being notified that the Illinois Commerce Commission has approved the bid on that Project.

Furthermore, I acknowledge that no interest will be paid for cash submitted as bid assurance collateral by the Company and that the Company may co-mingle any cash submitted with other funds.

\_\_\_\_\_  
Signature of representative of the Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Name(s) of ALL Sellers

Modifications to this Insert, other than providing the specific information requested by the Procurement Administrator or providing the signature, are strictly prohibited. Any such modification will not be considered and the Part 2 Proposal will be considered deficient. Any covert modification to the Insert will be considered a material misrepresentation of the Proposal, for which the Companies may draw on bid assurance collateral posted for the Project, regardless of whether the Bidder subsequently resubmits such Insert in a manner that is compliant with the RFP Rules.

This Insert may be:

- *Printed, signed, scanned, and uploaded to the online Part 2 Form;*  
*or*
- *Submitted with a digital signature and a document or information verifying the identity of the signatory.*

Electronic signatures (e.g., a picture of a signature by opposition to a digital signature entered through software such as that offered by DocuSign) are not acceptable.

### **MEC CASH INSERT (#P2-3)**

If the Bidder presents Proposals for multiple Projects, the Bidder is only required to submit a Cash Insert for a Company once. I, \_\_\_\_\_ [enter the name of the representative of the Bidder], acknowledge that MidAmerican Energy Company may draw upon the cash submitted as bid assurance collateral if:

1. Bidder or a Seller has disclosed information relating to the Proposal for a Project publicly or to any other party (excluding disclosures required by a federal, state, or local agency, or by a court of competent jurisdiction) before the Illinois Commerce Commission has rendered its decision on the results of the procurement event; or
2. Bidder or a Seller has made a material omission or misrepresentation in the Part 1 Proposal or the Part 2 Proposal for a Project submitted in connection with the procurement event; or
3. A Seller has failed to execute the applicable supplier contract for a Project within three (3) business days of being notified that the Illinois Commerce Commission has approved the Bid on that Project or has failed to meet the creditworthiness requirements of the applicable supplier contract within fifteen (15) business days of such Illinois Commerce Commission decision; or
4. Bidder or a Seller has failed to pay to the Illinois Power Agency the applicable Supplier Fee for a Project within seven (7) business days of being notified that the Illinois Commerce Commission has approved the bid on that Project.

Furthermore, I acknowledge that no interest will be paid for cash submitted as bid assurance collateral by the Company and that the Company may co-mingle any cash submitted with other funds.

_____ Signature of representative of the Bidder	_____ Date
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Third Item: Return of Bid Assurance Collateral Provided in the Form of Cash

**PLEASE NAME THE ENTITY OR ENTITIES TO WHICH CASH TENDERED AS BID ASSURANCE COLLATERAL WILL BE RETURNED.** A Bidder presenting Proposals for multiple Projects is not required to name the same entity across all Projects.

*Have you already submitted the required documents for the return of cash tendered as bid assurance collateral for the entity or entities named above in a previously submitted Part 2 Proposal for another Project in the Indexed REC RFP?*

- Yes
  No

**If YES**, please proceed to the next Section 3.





**If NO**, please complete this item.

For each entity to which cash tendered as bid assurance collateral will be returned, the Bidder must provide: (i) a W-9 (2024 version); and (ii) a draft request, on that entity’s letterhead, for the return of the cash. The request for return of cash must:

- provide the name of the Bidder for identification purposes;
- include wire instructions;
- include the name and title of the signatory; and
- include a valid email address for the signatory or for another duly authorized representative of the entity to which cash is to be returned.

The request is a “draft” in that it may leave all amounts blank and may be unsigned. However, such request should otherwise be in the exact format that the Bidder intends to use for return of bid assurance collateral, including being on the appropriate entity’s letterhead. A fully executed request for return of cash is acceptable in lieu of submitting a draft request.

**A DRAFT REQUEST MUST BE PROVIDED FOR EACH COMPANY TO WHICH THE BIDDER IS PROVIDING CASH AS BID ASSURANCE COLLATERAL.** Samples of a request for return of cash posted as bid assurance collateral that are acceptable to the Companies are available in Appendix 13 to the RFP Rules.

	<i>W-9 (2024 version)</i>
	<i>Request for return of cash for AIC</i>
	<i>Request for return of cash for ComEd</i>
	<i>Request for return of cash for MEC</i>

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Return of cash tendered as bid assurance to a Company is not initiated until the Company receives an executed request in a form acceptable to the Company and additionally, for AIC, until an account in AIC's vendor portal is set-up and, for MEC, until a Vendor Form is received that MEC finds to be duly completed.

***Are you providing cash as bid assurance collateral to AIC?***

**Yes**

**No**

**IF YES**, please complete the remainder of this item.

**IF NO**, please proceed to the next question.

**A BIDDER PROVIDING CASH TO AIC MUST PROVIDE AN EMAIL ADDRESS IN ORDER FOR AIC TO CREATE AN ACCOUNT IN AIC'S PORTAL USED FOR THE RETURN OF CASH.** The email address may be the same as the email address of the signatory provided in the draft request for the return of cash to AIC.

*Email Address*

***Are you providing cash as bid assurance collateral to MEC?***

**Yes**

**No**

**IF YES**, please complete the remainder of this item.

**IF NO**, please proceed to the next item.

**A BIDDER PROVIDING CASH TO MEC IS ASKED TO PROVIDE MEC'S VENDOR REQUEST FORM.** To be duly completed, all applicable information under the red headings in the Vendor Request Form must be provided. If a Bidder fails to submit MEC's Vendor Request Form, then the Procurement Administrator will require MEC's Vendor Request Form to be provided by 12 PM (noon) on the business day after the Bidder is notified that the Bid on the Project is identified as a winning Bid to the Commission.

	<i>MEC Vendor Request Form (optional)</i>
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**Fourth Item: Requirements for a Bidder Providing a Letter of Credit as Bid Assurance Collateral for a Company**

**THE FOLLOWING REQUIREMENTS APPLY TO A BIDDER THAT ELECTS TO SUBMIT BID ASSURANCE COLLATERAL IN THE FORM OF A LETTER OF CREDIT FOR A COMPANY. IF THIS ITEM DOES NOT APPLY TO YOU BECAUSE YOU ARE SUBMITTING CASH TO EACH COMPANY, PLEASE PROCEED TO THE NEXT ITEM.**

If the Issuing Bank is sending the Pre-Bid Letter of Credit for a Company via electronic means:

- An executed Pre-Bid Letter of Credit for a Company must be sent to that Company and to the Procurement Administrator at the email addresses specified by the Procurement Administrator;
- The Electronic Version of the Pre-Bid Letter of Credit must be used;

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- The Issuing Bank must send the Pre-Bid Letter of Credit for a Company as an electronic PDF file via electronic means only. The electronic PDF file of the Pre-Bid Letter of Credit for a Company serves as the operative instrument.

If the Issuing Bank is sending the Pre-Bid Letter of Credit to the Company's physical address:

- An executed Pre-Bid Letter of Credit for a Company must be sent to the address provided in Paragraph 15 in the Pre-Bid Letter of Credit;
- The Hardcopy Version of the Pre-Bid Letter of Credit for that Company must be used.

**A BIDDER PROVIDING A PRE-BID LETTER OF CREDIT AS BID ASSURANCE COLLATERAL FOR A COMPANY MUST EITHER USE THE STANDARD PRE-BID LETTER OF CREDIT (ELECTRONIC VERSION OR HARDCOPY VERSION AS APPROPRIATE) FOR THAT COMPANY PROVIDED AS AN APPENDIX TO THE RFP RULES, OR THE BIDDER MUST SEND AN ORIGINAL EXECUTED PRE-BID LETTER OF CREDIT FOR THAT COMPANY THAT INCORPORATES ONLY THOSE MODIFICATIONS TO SUCH STANDARD PRE-BID LETTER OF CREDIT APPROVED BY THAT COMPANY AND POSTED TO THE PROCUREMENT WEBSITE.**

Instructions for submission of a Pre-Bid Letter of Credit are available from the Procurement Administrator upon request and were provided to all Bidders with the Part 1 Notification.

### 3. Information to Prepare the Indexed REC Contracts

First Item: Specific Information to Prepare the Indexed REC Contracts

Each Seller is asked, but is not required, to provide specific information necessary for the preparation of the Indexed REC Contract by each of the Companies. The Indexed REC Contract is prepared by each of the Companies after the Procurement Administrator notifies the Bidder that the Bid on the Project has been approved by the Commission. Such information includes:

- Contact information for receipt of notices issued under the Indexed REC Contract;
- Whether the Seller is electing for any cash submitted as bid assurance collateral to be retained by each of the Companies as Performance Assurance; and
- In the case of a Seller that has named a Guarantor, contact information for the Guarantor as well as elections among specific terms of the Guaranty for ComEd.

**THE BIDDER PROVIDES THIS INFORMATION NECESSARY BY FULLY COMPLETING THE CONTRACT INSERT PREPARED FOR THIS PURPOSE. THE BIDDER PROVIDES THE CONTRACT INSERT IN MICROSOFT WORD FORMAT BY EMAIL OR UPLOAD TO THE APPLICATION WEBSITE. A CONTRACT INSERT IN PDF FORMAT WILL NOT BE ACCEPTED. THE CONTRACT INSERT IS AVAILABLE ON THE PROCUREMENT WEBSITE.** The Contract Insert is also labelled INSERT #P2-4.

**If the Bid on the Project is approved by the Commission, the Procurement Administrator will allocate to each Company the number of RECs that the Seller will deliver to that Company. The Seller cannot choose its counterparties to the Indexed REC Contract and thus must complete the Contract Insert fully.**

*Are you providing the information to prepare the Indexed REC Contracts?*

Yes

No

**If NO**, Please be advised that **IF THE BIDDER FAILS TO SUBMIT THE CONTRACT INSERT AND IF THE PROCUREMENT ADMINISTRATOR NOTIFIES THE BIDDER THAT THE BID ON THE PROJECT IS BEING IDENTIFIED AS A WINNING BID TO THE COMMISSION, THE BIDDER WILL BE REQUIRED TO PROVIDE THE CONTRACT INSERT BY 12 PM (NOON) CPT ON THE BUSINESS DAY AFTER THE BIDDER IS NOTIFIED THAT THE BID ON THE PROJECT IS IDENTIFIED AS A WINNING BID TO THE COMMISSION.**

**If YES**, PLEASE UPLOAD THE DULY COMPLETED CONTRACT INSERT.

\_\_\_\_\_  
*Name of Project*

#### **CONTRACT INSERT (#P2-4)**

First Item: Elections and Information Needed to Prepare the Indexed REC Contract

The information that you provide below will be used to complete the Notice to the Indexed REC Contract. If any of the information requested below is unavailable, please enter N/A in the corresponding fields.

(a) Party A:

*Party A*

*Please insert the full legal name of the entity that will sign the contract.*

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*Whether Party A is a Corporation, Partnership, etc.*

*Jurisdiction under whose laws Party A is existing and organized*

**(b) All Notices:**

*Street Address*

*City*

*State*

*Zip Code*

*ATTN:*

*Given Name(s)*

*Last Name*

*Telephone No.*

*Email Address*

*Federal Tax I.D. Number*

**(c) Invoices:**

*ATTN:*

*Given Name(s)*

*Last Name*

*Telephone No.*

*Email Address*

**With a copy to:**

*ATTN:*

*Given Name(s)*

*Last Name*

*Telephone No.*

*Email Address*

**(d) Payments:**

*ATTN:*

*Given Name(s)*

*Last Name*

*Telephone No.*

*Email Address*

**(e) Wire Transfer:**

*Bank*

<i>ABA</i>	<i>ACCT</i>
<input type="text"/>	<input type="text"/>

(f) ACH Transfer

*Bank*

<i>ABA</i>	<i>ACCT</i>
<input type="text"/>	<input type="text"/>

(g) Credit and Collections:

*ATTN:*

<i>Given Name(s)</i>	<i>Last Name</i>
<input type="text"/>	<input type="text"/>
<i>Telephone No.</i>	<i>Email Address</i>
<input type="text"/>	<input type="text"/>

(h) With additional Notices of an Event of Default or Potential Event of Default to:

*ATTN:*

<i>Given Name(s)</i>	<i>Last Name</i>
<input type="text"/>	<input type="text"/>
<i>Telephone No.</i>	<i>Email Address</i>
<input type="text"/>	<input type="text"/>

(i) Contact information for the individual signing the REC Agreement:

<i>Given Name(s)</i>	<i>Last Name</i>
<input type="text"/>	<input type="text"/>
<i>Title</i>	
<input type="text"/>	

Second Item: Elections for Cash to be Retained as Seller's Performance Assurance

**Was bid assurance collateral for a Project submitted in the form of cash for AIC, ComEd, or MEC?**

Yes                       No

**If NO**, please proceed to the next item.

**If YES**, please complete this item.

**Please elect, by checking the applicable boxes below, whether such cash is to be retained by AIC, ComEd, and/or MEC as Seller's Performance Assurance under the Indexed REC Contract should a Project have a winning Bid that has been approved by the Commission:**

AIC             ComEd             MEC

Third Item: Elections and Information Needed for ComEd to Prepare the Form of Guaranty

**Is the Seller relying on the financial standing of a Guarantor?**

Yes                       No

**If NO**, the Contract Insert is **COMPLETE**.

**If YES**, please provide:

- (a) Please specify the name of the Guarantor here:

*Guarantor*

*Please insert the full legal name of the entity that will serve as the Guarantor.*

- (b) The following information (required in the first introductory paragraph and Paragraph 13 of the Guaranty) regarding the Guarantor named in your Part 1 Form:

*Whether the Guarantor is a Corporation, Partnership, etc.*

*Jurisdiction under whose laws the Guarantor is existing and organized*

*Name of relevant and binding corporate organizational document, such as Declaration of Trust, Limited Liability Company Agreement, Articles of Incorporation and by-laws, Certificate of Incorporation or by-laws, constitutional documents*

- (c) The name and contact information (required in Paragraph 12 of the Guaranty) for the person to whom notices and other communications will be sent under the guaranty:

*ATTN:*

*Street Address*

*City*

*State*

*Zip Code*

*Phone Number*

With a Copy to (optional):

*ATTN:*

*Street Address*

*City*

*State*

*Zip Code*

*Phone Number*

- (d) If the Guarantor is not domiciled in the U.S., the address for its U.S.-based agent for service of process:

*ATTN:*

<input type="text"/>		
<i>Street Address</i>		
<input type="text"/>		
<input type="text"/>		
<i>City</i>	<i>State</i>	<i>Zip Code</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<i>Phone Number</i>		
<input type="text"/>		

(e) The name and title (required in signature block of the Guaranty) of the person executing the Guaranty:

<i>Given Name(s)</i>	<i>Last Name</i>
<input type="text"/>	<input type="text"/>
<i>Title</i>	
<input type="text"/>	

(f) Please specify whether you are electing Option 1 or Option 2 in Paragraph 1 of the ComEd Guaranty by filling out the information below.

Paragraph 1 of Guaranty: [Specify Option 1 or Option 2. If Option 1 is specified, please specify amount]

1. The Guarantor, as primary obligor and not merely as surety, hereby irrevocably and unconditionally guarantees the full and prompt payment when due (whether by acceleration or otherwise) of any sums due and payable by the Seller as a result of an Event of Default under the Agreement (including, without limitation, indemnities, damages, fees and interest thereon, pursuant to the terms of the Agreement). Notwithstanding anything to the contrary herein, the maximum aggregate liability of the Guarantor under this Guaranty shall

Option 1 [in no event exceed \$\_\_\_\_.]

Option 2 [in no event exceed the Collateral Requirement less the value of other liquid securities posted by the Seller under the Agreement.]

All such principal, interest, obligations and liabilities, collectively, are the "Guaranteed Obligations". This Guaranty is a guarantee of payment and not of collection.

***Is the Guarantor using ComEd's Form of Guaranty without any modifications and without electing any of the optional changes below?***

**Yes**                       **No**

**If yes**, the ComEd Guaranty is complete.

**If no**, please indicate whether the Guarantor is adopting each change. All such optional changes are shown in redline below.

**(Optional Change #1) Paragraph 1:**

1. The Guarantor, as primary obligor and not merely as surety, hereby irrevocably and unconditionally guarantees the full and prompt payment when due (whether by acceleration or otherwise) of any sums due and payable by the Seller as a result of an Event of Default under the Agreement (including, without limitation, indemnities, damages, fees and interest thereon, pursuant to the terms of the Agreement). Notwithstanding anything to the contrary herein, the maximum aggregate liability of the Guarantor under this Guaranty shall

*Option 1* [in no event exceed \$\_\_\_\_.]

*Option 2* [in no event exceed the Collateral Requirement less the value of other liquid securities posted by the Seller under the Agreement.]

All such ~~principal, interest,~~ obligations and liabilities, collectively, are the "Guaranteed Obligations". This Guaranty is a guarantee of payment and not of collection.

Do you want to adopt optional change #1?

yes

no

**(Optional Change #2) Paragraph 4:**

4. Subject to the terms and conditions hereof, the obligations of the Guarantor under this Guaranty are absolute, irrevocable and unconditional and, shall not be released, discharged or otherwise affected by: (a) any extension, renewal, settlement, compromise, waiver, consent, discharge or release by the Seller concerning any provision of the Agreement governing any of the Guaranteed Obligations of the Seller; (b) the rendering of any judgment against the Seller or any action to enforce the same; (c) the existence, or extent of, any release, exchange, surrender, non-perfection or invalidity of any direct or indirect security for any of the Guaranteed Obligations; (d) any modification, amendment, waiver, extension of or supplement to the Agreement or the Guaranteed Obligations agreed to from time to time by the Seller and the Guaranteed Party; (e) any change in the corporate existence (including its constitution, laws, rules, regulations or powers), structure or ownership of the Seller or the Guarantor, or any insolvency, bankruptcy, reorganization or other similar proceedings affecting the Seller, its assets or the Guarantor; (f) the existence of any claim, set-off or other rights which the Guarantor may have at any time against the Seller, the Guaranteed Party, whether in connection herewith or in connection with any unrelated transaction; ~~provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;~~ and (g) the invalidity, irregularity or unenforceability in whole or in part of the Agreement or any Guaranteed Obligations or any instrument evidencing any Guaranteed Obligations or the absence of any action to enforce the same.

Do you want to adopt optional change #2?

yes

no

**(Optional Change #3) Paragraph 6:**

6. The Guarantor ~~will not exercise any~~ shall be subrogated to all rights, ~~which it may acquire by way of subrogation until the Guaranteed Party against Seller upon payment or satisfaction of~~ all Guaranteed Obligations owing to the Guaranteed Party pursuant to the Agreement ~~have been paid in full.~~

Do you want to adopt optional change #3?

yes

no

**(Optional Change #4) Paragraph 7:**

7. Subject to the terms and conditions hereof, this Guaranty is a continuing Guaranty and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to

have been created in reliance hereon. Except for a failure to comply with any applicable statute of limitations, no failure or delay on the part of the Guaranteed Party in exercising any right, power or privilege hereunder, and no course of dealing between the Guarantor and the Guaranteed Party, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights, powers and remedies herein expressly provided are cumulative and not exclusive of any rights, powers or remedies, which the Guaranteed Party would otherwise have. Except as set forth in this Guaranty, nNo notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Guaranteed Party to any other or further action in any circumstances without notice or demand.

Do you want to adopt optional change #4?

yes

no

**(Optional Change #5) Paragraph 8:**

8. This Guaranty shall be binding upon the Guarantor and upon its successors and permitted assigns and shall inure to the benefit of and be enforceable by the Guaranteed Party and its successors and permitted assigns; provided, however, that the Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Guaranteed Party, which consent shall not be unreasonably withheld or delayed; and provided further that the Guarantor may, without the prior written consent of the Guaranteed Party, assign all of its rights and obligations under this Guaranty to an entity that has succeeded to the Guarantor by merger or by purchase of all or substantially all of the assets of the Guarantor and, in either case, has expressly assumed in writing all of the obligations of the Guarantor under this Guaranty. The assignment rights of the Guaranteed Party will be in accordance with any applicable terms of the Agreement.

Do you want to adopt optional change #5?

yes

no

**(Optional Change #6) Paragraph 8:**

8. This Guaranty shall be binding upon the Guarantor and upon its successors and assigns and shall inure to the benefit of and be enforceable by the Guaranteed Party and its successors and assigns; provided, however, that the Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Guaranteed Party, which consent shall not be unreasonably withheld, conditioned or delayed; and provided further that the Guarantor may, without the prior written consent of the Guaranteed Party, assign all of its rights and obligations under this Guaranty to an entity that has succeeded to the Guarantor by merger or by purchase of all or substantially all of the assets of the Guarantor and, in either case, has expressly assumed in writing all of the obligations of the Guarantor under this Guaranty. The assignment rights of the Guaranteed Party will be in accordance with any applicable terms of the Agreement.

Do you want to adopt optional change #6?

yes

no

**(Optional Change #7A) Paragraph 8:**

8. This Guaranty shall be binding upon the Guarantor and upon its successors and assigns and shall inure to the benefit of and be enforceable by the Guaranteed Party and its successors and assigns; provided, however, that the Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Guaranteed Party, which consent shall not be unreasonably withheld or delayed; ~~and provided further that the Guarantor may, without the prior written consent of the Guaranteed Party, assign all of its rights and obligations under this Guaranty to an entity that has succeeded to the Guarantor by merger or by purchase of~~

~~all or substantially all of the assets of the Guarantor and, in either case, has expressly assumed in writing all of the obligations of the Guarantor under this Guaranty.~~ The assignment rights of the Guaranteed Party will be in accordance with any applicable terms of the Agreement.

Do you want to adopt optional change #7A?

(Note: If you elect this optional change 7A, you cannot elect optional change 7B.)

yes  no

**(Optional Change #7B) Paragraph 8:**

8. This Guaranty shall be binding upon the Guarantor and upon its successors and assigns and shall inure to the benefit of and be enforceable by the Guaranteed Party and its successors and assigns; provided, however, that the Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Guaranteed Party, ~~which consent shall not be unreasonably withheld or delayed; and provided further that the Guarantor may, without the prior written consent of the Guaranteed Party, assign all of its rights and obligations under this Guaranty to an entity that has succeeded to the Guarantor by merger or by purchase of all or substantially all of the assets of the Guarantor and, in either case, has expressly assumed in writing all of the obligations of the Guarantor under this Guaranty.~~ The assignment rights of the Guaranteed Party will be in accordance with any applicable terms of the Agreement.

Do you want to adopt optional change #7B?

(Note: If you elect this optional change 7B, you cannot elect optional change 7A.)

yes  no

**(Optional Change #8) Paragraph 8:**

8. This Guaranty shall be binding upon the Guarantor and upon its successors and assigns and shall inure to the benefit of and be enforceable by the Guaranteed Party and its successors and assigns; provided, however, that the Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Guaranteed Party, which consent shall not be unreasonably withheld or delayed; and provided further that the Guarantor may, without the prior written consent of the Guaranteed Party, assign all of its rights and obligations under this Guaranty to an entity that has succeeded to the Guarantor by merger or by purchase of all or substantially all of the assets of the Guarantor and, in either case, has expressly assumed in writing all of the obligations of the Guarantor under this Guaranty. The assignment rights of the Guaranteed Party will be in accordance with ~~any~~the applicable ~~assignment~~ terms ~~of~~under the Agreement.

Do you want to adopt optional change #8?

yes  no

**(Optional Change #9) Paragraph 9:**

9. ~~Other than as provided in this Guaranty, n~~Neither this Guaranty nor any provision hereof may be changed, waived, discharged or terminated except upon written agreement of the Guaranteed Party and the Guarantor.

Do you want to adopt optional change #9?

yes  no

**(Optional Change #10) Paragraph 11:**

11. Subject to Paragraph 10, this Guaranty shall remain in full force and effect until ~~the earlier of (a)~~ all Guaranteed Obligations have been fully and finally paid, at which point it will expire ~~and (b)~~ 20 [Term of underlying agreement plus 12 months]. The Guarantor may terminate this Guaranty upon thirty (30) days prior written notice to the Guaranteed Party which termination shall be effective only upon receipt by the Guaranteed Party of alternative means of security or credit support, as specified in the Agreement and in a form reasonably acceptable to the Guaranteed Party. Upon the effectiveness of any such expiration or termination, the Guarantor shall have no further liability under this Guaranty, except with respect to the Guaranteed

Obligations arising or created prior to the time the expiration or termination is effective, which Guaranteed Obligations shall remain guaranteed pursuant to the terms of this Guaranty until finally and fully paid.

Do you want to adopt optional change #10?

yes  no

**(Optional Change #11) Paragraph 11:**

11. Subject to Paragraph 10, this Guaranty shall remain in full force and effect until all Guaranteed Obligations have been fully and finally paid, at which point it will expire. Notwithstanding the aforementioned irrevocability of this Guaranty, ~~the~~ Guarantor may terminate this Guaranty upon thirty (30) days prior written notice to the Guaranteed Party which termination shall be effective only upon receipt by the Guaranteed Party of alternative means of security or credit support, as specified in the Agreement and in a form reasonably acceptable to the Guaranteed Party. Upon the effectiveness of any such expiration or termination, the Guarantor shall have no further liability under this Guaranty, except with respect to the Guaranteed Obligations arising or created prior to the time the expiration or termination is effective, which Guaranteed Obligations shall remain guaranteed pursuant to the terms of this Guaranty until finally and fully paid.

Do you want to adopt optional change #11?

yes  no

**(Optional Change #12) Paragraph 11:**

11. Subject to Paragraph 10, this Guaranty shall remain in full force and effect until all Guaranteed Obligations have been fully and finally paid, at which point it will expire. The Guarantor may terminate this Guaranty upon thirty (30) days prior written notice to the Guaranteed Party which termination shall be effective only upon receipt by the Guaranteed Party of alternative means of security or credit support, ~~as specified if required~~ in the Agreement and in a form reasonably acceptable to the Guaranteed Party. Upon the effectiveness of any such expiration or termination, the Guarantor shall have no further liability under this Guaranty, except with respect to the Guaranteed Obligations arising or created prior to the time the expiration or termination is effective, which Guaranteed Obligations shall remain guaranteed pursuant to the terms of this Guaranty until finally and fully paid.

Do you want to adopt optional change #12?

yes  no

**(Optional Change #13) Paragraph 12:**

12. All notices and other communications hereunder shall be made at the addresses by hand delivery, by next day delivery service effective upon receipt, or by certified mail return receipt requested (effective upon scheduled weekday delivery day) ~~or electronic means (effective upon receipt of evidence that the electronic communication was received)~~

Do you want to adopt optional change #13?

yes  no

**(Optional Change #14) Paragraph 13:**

13. The Guarantor represents and warrants that: (a) it is duly organized and validly existing under the laws of the jurisdiction in which it was organized and has the power and authority to execute, deliver, and perform this Guaranty; (b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over the Guarantor is required on the part of the Guarantor for the execution, delivery and performance of this Guaranty except for those already made or obtained; (c) this Guaranty constitutes a valid and

legally binding agreement of the Guarantor, and is enforceable against the Guarantor, ~~except as such enforceability may be limited by bankruptcy, insolvency, receivership and other similar laws affecting the rights of creditors generally, or by general principles of equity~~; and (d) the execution, delivery and performance of this Guaranty by the Guarantor have been and remain duly authorized by all necessary corporate or comparable action and do not contravene any provision of its \_\_\_\_\_ [insert appropriate corporate organizational document, such as Declaration of Trust, Limited Liability Company Agreement, Articles of Incorporation and by-laws, Certificate of Incorporation and by-laws, or constitutional documents] or any law, regulation or contractual restriction binding on it or its assets.

Do you want to adopt optional change #14?

yes  no

**(Optional Change #15) Paragraph 13:**

13. The Guarantor represents and warrants that: (a) it is duly organized and validly existing under the laws of the jurisdiction in which it was organized and has the power and authority to execute, deliver, and perform this Guaranty; (b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over the Guarantor is required on the part of the Guarantor for the execution, delivery and performance of this Guaranty except for those already made or obtained; (c) this Guaranty constitutes a valid and legally binding agreement of the Guarantor, and is enforceable against the Guarantor, except as such enforceability may be limited by bankruptcy, insolvency, receivership and other similar laws affecting the rights of creditors generally, or by general principles of equity; and (d) the execution, delivery and performance of this Guaranty by the Guarantor have been and remain duly authorized by all necessary corporate ~~or comparable~~ action and do not contravene any provision of its \_\_\_\_\_ [insert appropriate corporate organizational document, such as Declaration of Trust, Limited Liability Company Agreement, Articles of Incorporation and by-laws, Certificate of Incorporation and by-laws, or constitutional documents] or any law, regulation or contractual restriction binding on it or its assets.

Do you want to adopt optional change #15?

yes  no

**(Optional Change #16) Paragraph 14:**

14. This Guaranty and the rights and obligations of the Seller and the Guarantor hereunder shall be construed in accordance with and governed by the laws of the State of ~~Illinois~~ New York (without regard to conflict of law principles that would require the application of the substantive law of any other jurisdiction). The Guarantor and Guaranteed Party jointly and severally agree and irrevocably submit to the exclusive jurisdiction of state and federal courts located in the State of Illinois over any disputes arising or relating to this Guaranty and waive and agree not to assert as a defense any objections to venue or inconvenient forum. The Guarantor and the Guaranteed Party consent to and grant any such court jurisdiction over the person of such party and over the subject matter of such dispute and agree that summons or other legal process in connection with any such action or proceeding shall be deemed properly and effectively served when sent by certified U.S. mail, return receipt requested, to the address of the other party set forth in Paragraph 12 hereof, or in such other manner as may be permitted by law. The Guarantor and the Guaranteed Party each hereby irrevocably waives any and all rights to trial by jury with respect to any legal proceeding arising out of or relating to this Guaranty.

Do you want to adopt optional change #16?

yes  no

**(Optional Change #17) Paragraph 14:**

14. This Guaranty and the rights and obligations of the Seller and the Guarantor hereunder shall be construed in accordance with and governed by the laws of the State of ~~Illinois~~ New York

(without regard to ~~conflict of law principles that would require the application of the substantive law of any other jurisdiction~~ principles of conflicts of law thereunder (other than Section 5-1401 and 5-1402 of the New York General Obligations Law). The Guarantor and Guaranteed Party jointly and severally agree and irrevocably submit to the exclusive jurisdiction of state and federal courts located in the State of Illinois over any disputes arising or relating to this Guaranty and waive and agree not to assert as a defense any objections to venue or inconvenient forum. The Guarantor and the Guaranteed Party consent to and grant any such court jurisdiction over the person of such party and over the subject matter of such dispute and agree that summons or other legal process in connection with any such action or proceeding shall be deemed properly and effectively served when sent by certified U.S. mail, return receipt requested, to the address of the other party set forth in Paragraph 12 hereof, or in such other manner as may be permitted by law. The Guarantor and the Guaranteed Party each hereby irrevocably waives any and all rights to trial by jury with respect to any legal proceeding arising out of or relating to this Guaranty.

Do you want to adopt optional change #17?

yes  no

**(Optional Change #18) Paragraph 14:**

14. This Guaranty and the rights and obligations of the Seller and the Guarantor hereunder shall be construed in accordance with and governed by the laws of the State of Illinois (without regard to conflict of law principles that would require the application of the substantive law of any other jurisdiction). The Guarantor and Guaranteed Party jointly and severally agree and irrevocably submit to the exclusive jurisdiction of ~~state and the~~ federal courts located in the State of Illinois over any disputes arising or relating to this Guaranty and waive and agree not to assert as a defense any objections to venue or inconvenient forum. The Guarantor and the Guaranteed Party consent to and grant any such court jurisdiction over the person of such party and over the subject matter of such dispute and agree that summons or other legal process in connection with any such action or proceeding shall be deemed properly and effectively served when sent by certified U.S. mail, return receipt requested, to the address of the other party set forth in Paragraph 12 hereof, or in such other manner as may be permitted by law. The Guarantor and the Guaranteed Party each hereby irrevocably waives any and all rights to trial by jury with respect to any legal proceeding arising out of or relating to this Guaranty.

Do you want to adopt optional change #18?

yes  no

**(Optional Change #19) Paragraph 14:**

14. This Guaranty and the rights and obligations of the Seller and the Guarantor hereunder shall be construed in accordance with and governed by the laws of the State of Illinois (without regard to conflict of law principles that would require the application of the substantive law of any other jurisdiction). The Guarantor and Guaranteed Party jointly and severally agree and irrevocably submit to the exclusive jurisdiction of state and federal courts located in the State of Illinois over any disputes arising or relating to this Guaranty and waive and agree not to assert as a defense any objections to venue or inconvenient forum. The Guarantor and the Guaranteed Party consent to and grant any such court jurisdiction over the person of such party and over the subject matter of such dispute and agree that summons or other legal process in connection with any such action or proceeding shall be deemed properly and effectively served when sent by overnight courier, or certified U.S. mail, return receipt requested, to the address of the other party set forth in Paragraph 12 hereof, or in such other manner as may be permitted by law. The Guarantor and the Guaranteed Party each hereby irrevocably waives any and all rights to trial by jury with respect to any legal proceeding arising out of or relating to this Guaranty.

Do you want to adopt optional change #19?

yes  no

**(Optional Change #20) Remove Paragraph 17:**

~~17. Notwithstanding anything to the contrary contained herein or in the Agreement, but excepting any express remedy set forth in the Agreement, the Guarantor shall in no event be required to pay or be liable to the Guaranteed Party for any consequential, indirect or punitive damages, opportunity costs or lost profits.~~

Do you want to adopt optional change #20?  
 yes  no

**(Optional Change #21) Remove Paragraph 18:**

~~18. Nothing herein is intended to deny to the Guarantor, and it is expressly agreed that the Guarantor shall have and may assert, any and all of the defenses, set-offs, counterclaims and other rights which Seller is or may be entitled arising from or out of the Agreement or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of Seller.~~

Do you want to adopt optional change #21?  
 yes  no

**(Optional Change #22) Add Paragraph 19:**

19. If the Guarantor is a trust: no trustee of the Guarantor shall be held to any liability whatsoever for any obligation under this Guaranty, and this Guaranty shall not be enforceable against any such trustee in their or its, his or her individual capacities or capacity; and this Guaranty shall be enforceable against the trustees of the Guarantor only as such, and every person, firm, association, trust or corporation having any claim or demand arising under this Guaranty and relating to the Guarantor or any trustee of the Guarantor shall look solely to the trust estate of the Guarantor for the payment or satisfaction thereof.

Do you want to adopt optional change #22?  
 yes  no

Second Item: Strike Price Adjustment Mechanism

The one-time Strike Price Adjustment Mechanism is described in Section 2.7 and Exhibit G of the Indexed REC Contract.

***Is the Seller planning to opt into the one-time Strike Price Adjustment Mechanism under the Indexed REC Contract in the Bid Form?*** The answer to this question in the online Part 2 Form is not binding in that the Seller may make a different election in the Bid Form on the Bid Date. If the Bid for a Project is selected and approved by the Commission, this election will be an input to the Product Order of the Indexed REC Contract. This election cannot be changed after the deadline for submission of the Bid Form.

Yes  No

**IF YES**, please complete the remainder of this item.

**IF NO**, please proceed to the next item.

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**06 APR 2026**

**THE SELLER MUST PROVIDE THE ANTICIPATED FINANCIAL CLOSING DATE AND NOTICE TO PROCEED ISSUANCE DATE FOR THE PROJECT.** These terms are defined in the Indexed REC Contract. The Strike Price in the Bid will not be adjusted if the Adjustment Reference Date is within six months after the Commission Bid Approval Date, which is expected on Wednesday, June 24, 2026. Additionally, if the Adjustment Reference Date occurs more than four years after the Commission Bid Approval Date, then the Strike Price adjustment calculation will be based on data as if the Adjustment Reference Date occurred on the last day of the forty-eighth (48<sup>th</sup>) full calendar month after the Commission Bid Approval Date.

These dates provided in the online Part 2 Form are also not binding. If an anticipated date is not available, a date range may be provided instead.

*Anticipated Financial Closing Date*

*Anticipated Notice to Proceed Issuance Date*

*Third Item: Index Hub*

The Strike Price in the Bid and the Index Price that corresponds to the Index Hub elected by the Bidder will be used for purposes of calculating the REC Monthly Price for a Vintage month, as defined in the Indexed REC Contract. The Index Price is the hourly real-time energy price either for the MISO-IL Hub (from MISO's Real-Time Energy Market and Operating Reserve Market for the Illinois Hub) or for the PJM-NIHUB (from PJM's Real-Time Energy Market for the Northern Illinois Hub).

**PLEASE PROVIDE EITHER THE MISO-IL HUB OR PJM-NIHUB AS THE HUB FOR THE INDEX PRICE FOR THE PROJECT.** The Seller may elect either the MISO-IL Hub or PJM-NIHUB as the hub for the Index Price for the Project, regardless of whether the Project is or will be interconnected to MISO or PJM. Should the Bid on the Project be identified as a winning Bid to the Commission, the Seller will have an opportunity to update the election of the Index Hub. Such update will be required by 12 PM (noon) on the day after the Bidder is notified that the Bid on the Project is being identified as a winning Bid to the Commission, at which point such election becomes binding.

*Index Hub (either the MISO-IL Hub or PJM-NIHUB)*

*Fourth Item: Degradation Rate (%)*

The quantity of RECs that the Seller delivers to a Company can be subject to a degradation factor that is calculated using the Degradation Rate designated by the Bidder within the Part 2 Proposal.

**FOR UTILITY-SCALE SOLAR AND BROWNFIELD SITE PHOTOVOLTAIC PROJECTS PLEASE PROVIDE A DEGRADATION RATE THAT IS GREATER THAN OR EQUAL TO 0% AND UP TO 1% FOR THE PROJECT, ROUNDED TO TWO DECIMALS.** This Degradation Rate will be an input to the Product Order of the Indexed REC Contract and used for purposes of calculating the Delivery Year Degradation Factor. Please refer to Exhibit F in the Indexed REC Contract for examples of the Delivery Year Requirement calculation.

**Summer 2026 Procurement Events (Indexed REC RFP)**

**06 APR 2026**

Should the Bid on the Project be identified as a winning Bid to the Commission, the Seller will have an opportunity to update the Degradation Rate. Such update will be required by 12 PM (noon) on the day after the Bidder is notified that the Bid on the Project is being identified as a winning Bid to the Commission, at which point the Degradation Rate becomes binding.

*Degradation Rate (%)*

ILLUSTRATIVE

#### 4. Representations

**The Officer of the Seller must make the representations required by the RFP Rules. If the Bidder and Seller are different entities, a representative of the Bidder must also make these representations. For a Joint Venture, a Signatory of each of the Partners must also make these representations.**

First Item: Acknowledgements and Certifications

**THE BIDDER SUBMITS THESE CERTIFICATIONS BY FULLY COMPLETING THE P2 CERTIFICATIONS INSERT PREPARED FOR THIS PURPOSE. THE BIDDER PROVIDES THE P2 CERTIFICATIONS INSERT BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. THE P2 CERTIFICATIONS INSERT IS AVAILABLE ON THE PROCUREMENT WEBSITE. The P2 Certifications Insert is also labelled INSERT #P2-5.**

\_\_\_\_\_  
*Name of Project*

\_\_\_\_\_  
*Name of Seller*

\_\_\_\_\_  
*Name of Bidder*

Modifications to this Insert, other than providing the specific information requested by the Procurement Administrator or providing the signature, are strictly prohibited. Any such modification will not be considered and the Part 2 Proposal will be considered deficient. Any covert modification to the Insert will be considered a material misrepresentation of the Proposal, for which the Companies may draw on bid assurance collateral posted for the Project, regardless of whether the Bidder subsequently resubmits such Insert in a manner that is compliant with the RFP Rules.

This Insert may be:

- *Printed, signed, scanned, and uploaded to the online Part 2 Form;*
- or*
- *Submitted with a digital signature and a document or information verifying the identity of the signatory.*

Electronic signatures (e.g., a picture of a signature by opposition to a digital signature entered through software such as that offered by DocuSign) are not acceptable.

#### **P2 CERTIFICATIONS INSERT (#P2-5)**

I, \_\_\_\_\_ [enter the name of the Officer of the Seller],

1. Certify that all information in the Part 2 Proposal is true and accurate to the best of the Seller's knowledge and belief;
2. Acknowledge that the Index Price (\$/MWh) that corresponds to the Index Hub elected by the Bidder will be incorporated in the Indexed REC Contract for purposes of calculating amounts paid or owned and cannot be changed after 12 PM (noon) on the business day after the Bidder is notified that the Bid on the Project is being identified as a winning Bid to the Illinois Commerce Commission, at which point such election becomes binding;
3. Acknowledge that in the Bid Form the Bidder must elect whether a one-time adjustment to the Strike Price will apply to the Project. Such adjustment may occur during the delivery term in accordance with the terms of the Indexed REC Contract. This election cannot be changed after the last Bid Form has been received on the Bid Date;
4. Acknowledge that a Bid submitted with respect to the Project must remain binding until fourteen (14) business days after the anticipated date of the decision by the Illinois Commerce Commission on the results of the procurement event. The Bid constitutes a binding and irrevocable offer to supply the annual quantity of RECs from the Project

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selected by the evaluation procedure, which is no less than the minimum quantity and no more than the full quantity specified in the Bid. The annual quantity of RECs is subject to change under the terms of the Indexed REC Contract. The Bid constitutes a binding and irrevocable commitment to accept amounts paid or owed under the terms of the Indexed REC Contract for delivery of such RECs calculated using the Strike Price as specified in the Bid, the final election of whether the one-time Strike Price Adjustment Mechanism under the Indexed REC Contract applies to the Project as specified in the Bid, and Index Price that corresponds to the Index Hub selected by the Bidder;

5. Acknowledge that Supplier Fees in the amount specified by the IPA must be paid, within the deadlines set by the IPA and communicated by the Procurement Administrator, by the Seller or the Bidder if the Project is selected through the RFP and the Bid is approved by the Illinois Commerce Commission; and
6. Agree that, if the Project is selected through the RFP and the Bid is approved by the Illinois Commerce Commission, the Seller will execute the Indexed REC Contracts with all Companies as instructed by the Procurement Administrator.

\_\_\_\_\_  
Signature of Officer of the Seller

\_\_\_\_\_  
Date

If the Bidder and Seller are different entities, a representative of the Bidder must also make these representations.

\_\_\_\_\_  
Name of representative of the Bidder

\_\_\_\_\_  
Signature of representative of the Bidder (if applicable)

\_\_\_\_\_  
Date

*Second Item: Additional Acknowledgements for Solar Projects and Brownfield Projects*

**THE BIDDER SUBMITS THESE CERTIFICATIONS BY FULLY COMPLETING THE P2 ADDITIONAL CERTIFICATION (SOLAR AND BROWNFIELD) INSERT PREPARED FOR THIS PURPOSE. THE BIDDER PROVIDES THE P2 ADDITIONAL CERTIFICATION (SOLAR AND BROWNFIELD) INSERT BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. THE P2 ADDITIONAL CERTIFICATION (SOLAR AND BROWNFIELD) INSERT IS AVAILABLE ON THE PROCUREMENT WEBSITE. The P2 Additional Certification (Solar and Brownfield) Insert is also labelled INSERT #P2-6.**

\_\_\_\_\_  
*Name of Project*

\_\_\_\_\_  
*Name of Seller*

\_\_\_\_\_  
*Name of Bidder*

Modifications to this Insert, other than providing the specific information requested by the Procurement Administrator or providing the signature, are strictly prohibited. Any such modification will not be considered and

the Part 2 Proposal will be considered deficient. Any covert modification to the Insert will be considered a material misrepresentation of the Proposal, for which the Companies may draw on bid assurance collateral posted for the Project, regardless of whether the Bidder subsequently resubmits such Insert in a manner that is compliant with the RFP Rules.

This Insert may be:

- *Printed, signed, scanned, and uploaded to the online Part 2 Form;*  
*or*
- *Submitted with a digital signature and a document or information verifying the identity of the signatory.*

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**P2 ADDITIONAL CERTIFICATION (SOLAR AND BROWNFIELD) INSERT (#P2-6)**

I, \_\_\_\_\_ [enter the name of the Officer of the Seller],

1. Acknowledge that the Degradation Rate designated by the Bidder will be incorporated in the Indexed REC Contract for purposes of calculating the quantity of RECs that the Seller delivers to a Company and cannot be changed after 12 PM (noon) on the business day after the Bidder is notified that the Bid on the Project is being identified as a winning Bid to the Illinois Commerce Commission, at which point such Degradation Rate becomes binding.

\_\_\_\_\_  
Signature of Officer of the Seller

\_\_\_\_\_  
Date

If the Bidder and Seller are different entities, a representative of the Bidder must also make these representations.

\_\_\_\_\_  
Name of representative of the Bidder

\_\_\_\_\_  
Signature of representative of the Bidder (if applicable)

\_\_\_\_\_  
Date

## 5. Confidentiality Certifications

First Item: Confidentiality Certifications (All Projects Except Joint Ventures and Overlap Projects)

**The Officer of the Seller must make the representations required by the RFP Rules. If the Bidder and Seller are different entities, a representative of the Bidder must also make these representations.**

The Officer of the Seller and the Representatives of the Bidder are responsible for ensuring that the confidentiality of the Proposal is properly maintained. The Bidder or the Seller may communicate with a financial institution for purposes of arranging the posting of bid assurance collateral and may communicate with contractors, subcontractors, or other parties for purposes of meeting labor-related requirements. Other than such communications, the Officer of the Seller and the Representatives of the Bidder are responsible for ensuring that, for the period starting with the opening of the Part 1 Window through to the Commission decision on the results of the procurement event, all Contributors communicate Confidential Information relating to the Proposal only with each other and not to any other party.

**THE BIDDER SUBMITS THESE CERTIFICATIONS BY FULLY COMPLETING THE P2 CONFIDENTIALITY CERTIFICATIONS INSERT PREPARED FOR THIS PURPOSE. THE BIDDER PROVIDES THE P2 CONFIDENTIALITY CERTIFICATIONS INSERT BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. THE P2 CONFIDENTIALITY CERTIFICATIONS INSERT IS AVAILABLE ON THE PROCUREMENT WEBSITE. The P2 Confidentiality Certifications Insert is also labelled INSERT #P2-7.**

\_\_\_\_\_  
*Name of Project*

\_\_\_\_\_  
*Name of Seller*

\_\_\_\_\_  
*Name of Bidder*

Modifications to this Insert, other than providing the specific information requested by the Procurement Administrator or providing the signature, are strictly prohibited. Any such modification will not be considered and the Part 2 Proposal will be considered deficient. Any covert modification to the Insert will be considered a material misrepresentation of the Proposal, for which the Companies may draw on bid assurance collateral posted for the Project, regardless of whether the Bidder subsequently resubmits such Insert in a manner that is compliant with the RFP Rules.

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### **P2 CONFIDENTIALITY CERTIFICATIONS INSERT (#P2-7)**

I, \_\_\_\_\_ [enter the name of the Officer of the Seller],

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1. Certify that in communications with any financial institution for purposes of arranging posting of bid assurance collateral (if any), or in communications with contractors, subcontractors, or other parties for purposes of meeting labor related requirements, the Contributors have taken all due care to limit information provided to these parties to only the information necessary to accomplish the purpose;
2. Certify that the Officer of the Seller and the Representatives of the Bidder have communicated the confidentiality obligations to all individuals employed by the Seller concerned with the Project, all individuals employed by the Bidder concerned with the Project, and all additional Contributors;
3. Certify that since the opening of the Part 1 Window, with the exceptions noted in the first certification, the Contributors have communicated Confidential Information relating to the Proposal only with each other and not to any other party. The Contributors will continue to maintain the confidentiality of the Proposal in this manner until the Commission decision on the results of the procurement event. The Contributors have not disclosed, and will not otherwise disclose, publicly or to any other party any information relating to the Proposal, which could have an effect on whether another party submits a Proposal for this procurement event, or on the contents of such Proposal that such other party would be willing to submit. Such information includes but is not limited to: the fact that a Proposal is presented for the Project in this procurement event; the contents of the Proposal for the Project including the elements of the Bid for the Project; estimation of the value of RECs for the Project's Technology; and the estimation of the risks associated with providing RECs under the terms of the Indexed REC Contract;
4. Certify that the Contributors have no knowledge of any Proposal submitted by another Bidder in response to this RFP; and
5. Certify that the Contributors are in no way coordinating any aspect of the Bids or Proposal for this Project with another Bidder, with a Seller whose Proposal is presented by another Bidder, or with a Contributor to a Proposal for a Project presented by another Bidder.

\_\_\_\_\_  
Signature of Officer of the Seller

\_\_\_\_\_  
Date

If the Bidder and Seller are different entities, a representative of the Bidder must also make these representations.

\_\_\_\_\_  
Name of representative of the Bidder

\_\_\_\_\_  
Signature of representative of the Bidder (if applicable)

\_\_\_\_\_  
Date

**IF ANY ONE OF THESE CERTIFICATIONS CANNOT BE MADE YOU MUST EXPLAIN ALL REASONS. THE PROCUREMENT ADMINISTRATOR MAY REQUIRE ADDITIONAL INFORMATION TO DETERMINE WHETHER THE INABILITY OF THE BIDDER OR SELLER TO ABIDE BY THESE UNDERTAKINGS COULD BE EXPECTED TO INFLUENCE THE RFP PROCESS.**

First Item: Confidentiality Certifications (Joint Ventures Only)

**The Officer of the Seller and the Signatories must make the certifications that are required by the RFP Rules. If the Bidder is not the Seller and is not a Partner of the Joint Venture, a representative of the Bidder must also make these certifications.**

The Officer of the Seller and the Representatives of the Bidder are responsible for ensuring that the confidentiality of the Proposal is properly maintained. The Bidder or the Seller may communicate with a financial institution for purposes of arranging the posting of bid assurance collateral and may communicate with contractors, subcontractors, or other parties for purposes of meeting labor related requirements. not to any other party Other than such communications, the Officer of the Seller and the Representatives of the Bidder are responsible for ensuring that, for the period starting with the opening of the Part 1 Window through the Commission decision on the results of the procurement event, all Contributors communicate Confidential Information relating to the Proposal only with each other and not to any other party.

**THE BIDDER SUBMITS THESE CERTIFICATIONS BY FULLY COMPLETING THE P2 CONFIDENTIALITY CERTIFICATIONS (JV) INSERT PREPARED FOR THIS PURPOSE. THE BIDDER PROVIDES THE P2 CONFIDENTIALITY CERTIFICATIONS (JV) INSERT BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. THE P2 CONFIDENTIALITY CERTIFICATIONS (JV) INSERT IS AVAILABLE ON THE PROCUREMENT WEBSITE.** The P2 Confidentiality Certifications (JV) Insert is also labelled INSERT #P2-8.

\_\_\_\_\_  
*Name of Project*

\_\_\_\_\_  
*Name of Seller*

\_\_\_\_\_  
*Name of Bidder*

Modifications to this Insert, other than providing the specific information requested by the Procurement Administrator or providing the signature, are strictly prohibited. Any such modification will not be considered and the Part 2 Proposal will be considered deficient. Any covert modification to the Insert will be considered a material misrepresentation of the Proposal, for which the Companies may draw on bid assurance collateral posted for the Project, regardless of whether the Bidder subsequently resubmits such Insert in a manner that is compliant with the RFP Rules.

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- or*
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**P2 CONFIDENTIALITY CERTIFICATIONS (JV) INSERT (#P2-8)**

I, \_\_\_\_\_ [enter the name of the Officer of the Seller],

1. Certify that in communications with any financial institution for purposes of arranging posting of bid assurance collateral (if any), or in communications with contractors, subcontractors, or other parties for purposes of meeting

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labor related requirements, the Contributors have taken all due care to limit information provided to these parties to only the information necessary to accomplish the purpose;

2. Certify that the Officer of the Seller and the Representatives of the Bidder have communicated the confidentiality obligations to all individuals employed by the Seller concerned with the Project, all individuals employed by the Bidder concerned with the Project, all individuals employed by the Partners and concerned with the Project, as well as all additional Contributors;
3. Certify that since the opening of the Part 1 Window, with the exceptions noted in the first certification, the Contributors have communicated Confidential Information relating to the Proposal only with each other and not to any other party. The Contributors will continue to maintain the confidentiality of the Proposal in this manner until the Commission decision on the results of the procurement event. The Contributors have not disclosed, and will not otherwise disclose, publicly or to any other party any information relating to the Proposal, which could have an effect on whether another party submits a Proposal for this procurement event, or on the contents of such Proposal that such other party would be willing to submit. Such information includes but is not limited to: the fact that a Proposal is presented for the Project in this procurement event; the contents of the Proposal for the Project including the elements of the Bid for the Project; estimation of the value of RECs for the Project's Technology; and the estimation of the risks associated with providing RECs under the terms of the Indexed REC Contract;
4. Certify that with the possible exception of Contributors who are representatives of a Partner and who may have knowledge of business plans related to this RFP involving that Partner alone and not involving the other Partners in the Joint Venture, the Contributors have no knowledge of any Proposal submitted by another Bidder in response to this RFP; and
5. Certify that the Contributors are in no way coordinating any aspect of the Bids or Proposal for this Project with another Bidder, with a Seller whose Proposal is presented by another Bidder, or with a Contributor to a Proposal for a Project presented by another Bidder.

\_\_\_\_\_  
Signature of Officer of the Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Signatory of Partner 1

\_\_\_\_\_  
Signature of Signatory of Partner 1

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Signatory of Partner 2

\_\_\_\_\_  
Signature of Signatory of Partner 2

\_\_\_\_\_  
Date

If the Bidder is not the Seller and is not a Partner of the Joint Venture, a representative of the Bidder must also make these representations.

\_\_\_\_\_  
Name of representative of the Bidder

\_\_\_\_\_  
Signature of representative of the Bidder (if applicable)

\_\_\_\_\_  
Date

**IF ANY ONE OF THESE CERTIFICATIONS CANNOT BE MADE YOU MUST EXPLAIN ALL REASONS. THE PROCUREMENT ADMINISTRATOR MAY REQUIRE ADDITIONAL INFORMATION TO DETERMINE WHETHER THE INABILITY OF THE BIDDER OR SELLER OR PARTNER TO ABIDE BY THESE UNDERTAKINGS COULD BE EXPECTED TO INFLUENCE THE RFP PROCESS.**

First Item: Confidentiality Certifications (Overlap Projects Only)

**The Officer of the Seller for an Overlap Project and a representative of the Partner for the Joint Venture Project(s) must make the certifications that are required by the RFP Rules. If the Bidder for the Overlap Project is not the Seller and is not the Partner concerned, a representative of the Bidder must also make these certifications. If more than one Partner for the Joint Venture Project(s) is a member of the Project Team for an Overlap Project, then a representative of each such Partner must make the representations required by this paragraph for such Overlap Project.**

The Officer of the Seller and the Representatives of the Bidder are responsible for ensuring that the confidentiality of the Proposal for the Overlap Project is properly maintained. The Bidder or the Seller may communicate with a financial institution for purposes of arranging the posting of bid assurance collateral and may communicate with contractors, subcontractors, or other parties for purposes of meeting labor related requirements. Other than such communications, the Officer of the Seller and the Representatives of the Bidder are responsible for ensuring that, for the period starting with the opening of the Part 1 Window through the Commission decision on the results of the procurement event, all Contributors for the Overlap Project communicate Confidential Information relating to the Proposal only with each other and not to any other party.

**THE BIDDER SUBMITS THESE CERTIFICATIONS BY FULLY COMPLETING THE P2 CONFIDENTIALITY CERTIFICATIONS (OVERLAP) INSERT PREPARED FOR THIS PURPOSE. THE BIDDER PROVIDES THE P2 CONFIDENTIALITY CERTIFICATIONS (OVERLAP) INSERT BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. THE P2 CONFIDENTIALITY CERTIFICATIONS (OVERLAP) INSERT IS AVAILABLE ON THE PROCUREMENT WEBSITE. The P2 Certifications Insert is also labelled INSERT #P2-9.**

\_\_\_\_\_  
*Name of Project*

\_\_\_\_\_  
*Name of Seller*

\_\_\_\_\_  
*Name of Bidder*

*Name of Partner*

Modifications to this Insert, other than providing the specific information requested by the Procurement Administrator or providing the signature, are strictly prohibited. Any such modification will not be considered and the Part 2 Proposal will be considered deficient. Any covert modification to the Insert will be considered a material misrepresentation of the Proposal, for which the Companies may draw on bid assurance collateral posted for the Project, regardless of whether the Bidder subsequently resubmits such Insert in a manner that is compliant with the RFP Rules.

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- or*
- *Submitted with a digital signature and a document or information verifying the identity of the signatory.*

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## **P2 CONFIDENTIALITY CERTIFICATIONS (OVERLAP) INSERT (#P2-9)**

I, \_\_\_\_\_ [enter the name of the Officer of the Seller],

1. Certify that in communications with any financial institution for purposes of arranging posting of bid assurance collateral (if any), or in communications with contractors, subcontractors, or other parties for purposes of meeting labor related requirements, the Contributors have taken all due care to limit information provided to these parties to only the information necessary to accomplish the purpose;
2. Certify that the Officer of the Seller and the Representatives of the Bidder have communicated the confidentiality obligations to all individuals employed by the Seller concerned with the Overlap Project, all individuals employed by the Bidder concerned with the Overlap Project, as well as all additional Contributors;
3. Certify that any Contributors who are concerned with the Proposal for the Joint Venture Project(s) and who may have Confidential Information relating to the Joint Venture Project(s) have communicated no Confidential Information relating to the Joint Venture Project(s) to Contributors only concerned with the Overlap Project. Conversely, any Contributors who are concerned with the Proposal for the Joint Venture Project(s) have communicated no Confidential Information relating to the Overlap Project to the Contributors for the Joint Venture Project(s) only concerned with the Joint Venture Project(s). If any breach of this confidentiality certification occurs, it is the responsibility of such Contributor to report this fact immediately to the Procurement Administrator;
4. Certify that since the opening of the Part 1 Window, with the exceptions noted in the first certification, the Contributors have communicated Confidential Information relating to the Proposal for the Overlap Project only with each other and not to any other party. The Contributors will continue to maintain the confidentiality of the Proposal for the Overlap Project in this manner until the Commission decision on the results of the procurement event. The Contributors have not disclosed, and will not otherwise disclose, publicly or to any other party any information relating to the Proposal, which could have an effect on whether another party submits a Proposal for this procurement event, or on the contents of such Proposal that such other party would be willing to submit. Such information includes but is not limited to: the fact that a Proposal is presented for the Project in this procurement event; the contents of the Proposal for the Project including the elements of the Bid for the Project; estimation of the value of RECs for the Project's Technology; and the estimation of the risks associated with providing RECs under the terms of the Indexed REC Contract;
5. Certify that with the exception of Contributors who are also concerned with the Proposal for the Joint Venture Project(s), and only with this exception, the Contributors have no knowledge of any Proposal submitted by another Bidder in response to this RFP; and
6. Certify that the Contributors are in no way coordinating any aspect of the Bids or Proposal for the Overlap Project with another Bidder, with a Seller whose Proposal is presented by another Bidder, or with a Contributor to a Proposal for a Project presented by another Bidder, including the Bidder, Seller, and Contributors for the Joint Venture Project(s).

\_\_\_\_\_  
Signature of Officer of the Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of representative of the Partner

\_\_\_\_\_  
Signature of representative of the Partner

\_\_\_\_\_  
Date

If the Bidder for the Overlap Project is not the Seller and is not the Partner concerned, a representative of the Bidder must also make these representations.

\_\_\_\_\_  
Name of representative of the Bidder

\_\_\_\_\_  
Signature of representative of the Bidder (if applicable)

\_\_\_\_\_  
Date

**IF ANY ONE OF THESE CERTIFICATIONS CANNOT BE MADE YOU MUST EXPLAIN ALL REASONS. THE PROCUREMENT ADMINISTRATOR MAY REQUIRE ADDITIONAL INFORMATION TO DETERMINE WHETHER THE INABILITY OF THE BIDDER OR SELLER OR PARTNER TO ABIDE BY THESE UNDERTAKINGS COULD BE EXPECTED TO INFLUENCE THE RFP PROCESS.**

## 6. Bids

### First Item: Indicative Quantity

The indicative quantity provided in this section in the online Part 2 Form is not binding in that the Bidder may place a Bid on the Bid Date that specifies a full quantity that is different from the indicative quantity submitted in this section. **THE BIDDER MUST PROVIDE AN INDICATIVE QUANTITY OF RECS FOR THE PROJECT THAT**

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**REPRESENTS WHAT THE BIDDER INTENDS TO OFFER AS THE FULL QUANTITY. THIS INDICATIVE QUANTITY OF RECS IS SPECIFIED AS AN ANNUAL QUANTITY OF RECS.**

The annual full quantity of RECs for a Project, except for a hydropower project, is subject to a maximum called the “Maximum Bid Size”. The Maximum Bid Size for a utility-scale wind project is the product of: (i) the Project size in MW (AC rating), (ii) a capacity factor of 45%, and (iii) 8,760 hours. The Maximum Bid Size for a utility-scale solar project or a brownfield site photovoltaic project is the product of (i) the Project size in MW (AC rating), (ii) a capacity factor of 30%, and (iii) 8,760 hours. If acceptable supporting documentation for a higher capacity factor was submitted in the Part 1 Proposal, then the higher capacity factor will be used for purposes of calculating the Maximum Bid Size for the Project.

*Indicative Quantity (annual quantity of RECs)*

**Second Item: Bid Form and Confidential Information**

**IMPORTANT!** A Bidder submits its Bids electronically. The Procurement Administrator provides electronically to each Bidder that qualified a Project pursuant to a successful Part 1 Proposal: (i) a Bid Form; and (ii) the information required for the submission of Bids, including a username, password, and security code. This information is unique to each Bidder and allows the Procurement Administrator to authenticate the Bids received. The Bid Form, as provided to each Bidder by the Procurement Administrator, is the exclusive method for submitting a Bidder’s Bids. The Procurement Administrator also provides a guide for completion of the Bid Form including instructions for the individuals that can complete and sign the certification, for the optional encryption of the Bid Form, for submission of the completed Bid Form to the Procurement Administrator via a secure bid transfer site, as well as instructions for submission of Bids in case of technical difficulties with the secure bid transfer site.

**THE BIDDER MUST EITHER CONFIRM THAT ALL SUCH INFORMATION AND DOCUMENTS WERE RECEIVED OR THE BIDDER MUST REQUEST THAT SUCH INFORMATION AND DOCUMENTS BE RE-ISSUED.**

**PLEASE PROVIDE THIS CONFIRMATION BELOW.**

- I confirm receipt of the Bid Form, instructions, and confidential information for the submission of Bids.
- OR**
- I request that such information and documents be re-issued.

**REMINDER: BID FORMS MUST BE RECEIVED BETWEEN 10 AM AND 12 PM (NOON) ON THE BID DATE. NO LATE BID FORMS WILL BE ACCEPTED.**

**7. Justification of Omissions**

**IF YOU ARE UNABLE TO PROVIDE ANY OF THE DOCUMENTS OR INFORMATION REQUIRED IN THE PART 2 PROPOSAL, PLEASE JUSTIFY FULLY ANY OMISSIONS IN THE SPACE PROVIDED BELOW. IF YOU WANT TO PROVIDE ADDITIONAL INFORMATION, PLEASE DO SO BELOW.**

--

**IF YOU WANT TO PROVIDE ADDITIONAL DOCUMENTS PLEASE PROVIDE THESE BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE (BELOW).**