

[Commenter 11]
Comments on
Draft ISC Contract

From: [Commenter 11]

Sent: Monday 6/15/2026 5:51 PM

To: Illinois-RFP <Illinois-RFP@nera.com>

Subject: Summer 2026 Energy Storage RFP Final Invitation to Comment

Procurement Administrator,

Please find attached feedback on the final draft ISC contract for the Summer 2026 Energy Storage RFP.

We appreciate the opportunity to provide feedback and look forward to seeing the finalized documents.

Best regards,

[Commenter 11]

Illinois Power Agency Summer 2026 Energy Storage RFP
Invitation to Comment (Final Round)
June 15, 2026

Thank you for the opportunity to provide feedback on the final draft ISC Contract and Preliminary Proposal Requirements for the Summer 2026 Energy Storage RFP. The comments below are submitted for IPA's consideration.

The terms of the ISC Contract have been reviewed, and the hourly availability reporting obligations, most notably covered in Section 6.1, seem unnecessary as Buyer will have access to much of this information through other relevant channels. A defined set of SCADA data points would provide the most granular and operationally authoritative record of unit performance, dispatch response, and real-time operating conditions. Unlike settlement data or manual reporting, SCADA provides a direct view of how the asset actually performed, making it the most reliable source for independent verification. This approach should be paired with a mutually agreed validation process that enables the offtaker to assess performance while allowing the asset owner to confirm data integrity and reconcile any discrepancies.

Additionally, the collateral requirements and performance assurance provisions should be reconsidered. Limiting performance assurance solely to cash or letters of credit introduces unnecessary capital constraints and does not reflect the range of widely accepted credit support instruments in the market. Parent guarantees and surety bonds can provide equivalent protection when appropriately sized and structured, while better aligning with how counterparties manage liquidity and credit capacity. Allowing these alternatives would enhance commercial flexibility, reduce the cost of capital embedded in the transaction, and support a more efficient and durable credit framework without diminishing the offtaker's protections. In addition, the collateral amounts specified in Section 1.11 should step down more quickly once the facility demonstrates reliable operating performance (shortly after COD). This would better reflect the decline in uncertainty and risk over time, rather than keeping collateral at conservatively high levels throughout the term.

In summary, the requested revisions would improve the practicality and commercial reasonableness of the ISC Contract while preserving the Buyer's ability to verify performance and manage credit exposure. Refining the reporting requirements and broadening acceptable credit support would better align the contract with established market practice and support more efficient participation in the RFP.