

[Committer 18]

**Comments on Draft
ISC Contract and
Preliminary
Proposal
Requirements**

From: [Commenter 18]

Sent: Thu 5/14/2026 11:32 AM

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

Subject: Invitation to Comment - Summer 2026 Energy Storage RFP ([Commenter 18])

Procurement Administrator,

Please see attached our comments to the IPA Summer 2026 Procurement Event. If these comments are posted publicly, please ensure that they are done so anonymously.

Let us know if you have any questions.

All the best,

[Commenter 18]

Item	Topic	Reference	Concern
Proposal Requirements Document			
1.	Binding Bid	3.8	Bidder's intent is to maintain the proposal throughout the procurement process, but the information should be considered indicative and not exclusive until the signing of a definitive agreement. It would be more appropriate at this stage for Bidders to certify that the information is true and accurate as of the submittal and will promptly notify the Procurement Administrator should any details of the proposal materially change.
2.	Bid Selection Criteria	5.2	Ranking projects only based on the Strike Price fails to consider other project attributes outside of pricing and may result in the selection of unproven Bidders or low-quality projects.
Indexed Storage Credit Agreement			
3.	Agreement Type	1.4	An Index Storage Credit Agreement introduces significant market risk onto Seller. As is customary for energy storage resource within MISO, a tolling structure more balances the risk and incentives associated with performance.
4.	COD Requirement Cure	2.5	Ninety (90) days to cure deficient RTE or Capacity may not be adequate timing to address the issue. If the Initial Contract Capacity, duration, or RTE does not meet the requirements at COD, Seller shall be granted a cure period of 180 days from COD to rectify any deficiencies in these three items.
5.	Curtailement	4.3	Technical Curtailement not in the control of Seller should not excuse Buyer from its obligations to purchase the Products. In the event that the Project is curtailed or otherwise restricted by the RTO due to technical constraints, reliability concerns, or system stability, or other non-economic reasons that are not in the control of Seller and not due to technical issues related to the Project shall be deemed as an excused outage.
6.	Invoice Dispute Payment Timing	5.3	Payment of resolved disputed payments may need more than two (2) Business Days to process. We propose revising to Ten (10) Business Days.
7.	Seller's Performance Assurance	7.1	Requirement to post Performance Assurance within eight (8) Business Days is too short. Ten (10) Business Days would be more appropriate. Additionally, there should be an associated cure period to avoid an unintended/avoidable Event of Default.
8.	Calculation Disputes	9.5	Two (2) Business Days to provide detailed written explanation of the basis for such dispute does not provide adequate time to prepare such information. We recommend Five (5) Business Days.
9.	Government Action	11.1	Seller will be deploying significant capital and resources in the interest of constructing the facility for the benefit of Buyer. Government Action, regardless of outcome or circumstance should not trigger a Buyer termination right or suspend payment obligations regardless of Product Compliance. To the extent that Government Action results in a Change-In Law that makes a Product unavailable or dramatically diminished in value, or

			<p>adversely affects the development of the Project, then Seller shall pursue any commercially reasonable efforts necessary for Products to comply, up to the Commercially Reasonable Threshold. Should the requirements exceed the Commercially Reasonable Threshold, then Buyer shall be responsible for the excess cost.</p> <p>Additionally, Seller should not be compelled into executing an amendment to the agreement based on Buyer's petition to the ICC. Should Buyer petition the ICC to consider non price-related contract amendments that would bring the Product into compliance, and the ICC accepts the modification, then the parties shall negotiate in good faith an amendment to the Agreement incorporating the changes.</p>
10.	Mediation/Arbitration	15.2	<p>Any disputes should first go through a formal Dispute Resolution process whereby a designated senior leader from each Party shall meet with the intent to settle the dispute. After a period, if no agreement can be reached to resolve the dispute, either party may pursue remedies permitted by applicable law.</p>