

[Commenter 4]

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

From: [Commenter 4]

Sent: Mon 6/15/2026 12:42 PM

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

Subject: RE: Energy Storage RFP – REMINDER: Comments on the Final Draft ISC Contract and Preliminary Proposal Requirements due Monday, June 15

Please see attached comments.

Thanks,

[Commenter 4]

June 15, 2026

Please see attached comments to the draft ISC Contract and Proposal Requirements. We are happy to discuss further or answer any questions, please reach out to: [\[Committer 4's Contact Info\]](#)

Thank you for your consideration.

Comments to the draft Proposal Requirements:

Bid Assurance Collateral

\$20,000/MW for bid collateral is excessive. Seller has the obligation to post collateral upon award, but \$20,000/MW is an excessive amount of collateral to post for a Bid which may not be awarded. The bid participation fee, and the requirement to post collateral within 8 days of award, are sufficient assurance.

Minimum Equity Standard (MES)

We propose a 5% Minimum Equity Standard for each year rather than 10%.

Comments to the draft ISC Contract:

Change-in-Law and Automatic/deemed Events of Default

The Change-in-Law risk (specifically in Sections 2.2, 5.4, 8.2, 11.1, 11.2) is a major issue which severely limits the investability/financeability of the ISC Contract. If the project is built, placed in-service, and delivers product to Buyer based on the regulations at the time of the award and contract execution, and the regulations are later changed, the project, through no fault of its own, may be subject to major financial harm. For example: if a regulation changes in the last year of the contract, a remedy of drawing the collateral plus returning 100% of payments received from Buyer is an unreasonable outcome.

The compliance should be as of COD, not subject to ongoing change in law.

Throughout the agreement (Sections 2.2, 2.5, 2.6, 2.7, 2.8 and 9.2) an Event of Default should not be automatically deemed to occur with a minimal or optional cure period. A reasonable notice and cure period should apply to all potential events of default and Buyer should have the right to terminate, but agreement should not automatically terminate.

Commercial Operations Deadline Extensions (Section 2.3)

The ISC Contract should include COD extensions for excused delays, including Force Majeure which should be cross-referenced (which per 10.1 already extends COD Deadline) and potentially Buyer/interconnecting-utility-caused delay, without an absolute cap in certain circumstances.

BESS Overbuild (Section 2.5)

Given degradation, some owners overbuild BESS installed capacity initially such that the degraded capacity over the term remains above the contract capacity. This agreement allow for that overbuild and should cap the capacity Buyer purchases, but should not cap the capacity installed by Seller.