

[Commenter 7]

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

From: [Commenter 7]

Sent: Wed 5/13/2026 4:47 PM

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

Subject: [Commenter 7] Comments to 2026 IPA Storage RFP

Good Afternoon Procurement Administrator team,

Please find attached here [Commenter 7]'s comments on selected areas of the Preliminary Proposal Requirements for the Summer 2026 IPA Energy Storage RFP, as well as comments on the April 22nd 2026 draft of the Index Storage Credit Agreement.

We are happy to follow up if any responses need further clarification, and look forward to the next steps in the process.

Best,

[Commenter 7]



Illinois Power Agency
180 N Wabash Ave. Suite 500
Chicago, IL 60601

May 13, 2026

Re: Comments on the Draft Indexed Storage Credit Agreement and Draft Summer 2026 Energy Storage RFP

[Redacted text block]

[Redacted] commends the Illinois Power Agency for their commitment to developing reliable and clean energy projects in Illinois. The Commission has been a consistent leader in the clean energy industry and proven their dedication to responsibly moving clean energy projects forward while looking out for the best interests of all Illinois ratepayers. [Redacted] appreciates the opportunity to comment on the CRGA procurement structure and looks forward to continuing to engage with the Agency on the future of storage development in the State.

Responses to the questions in the Invitation to Comment issued on April 22, 2026 are included below, as are [Redacted]'s comments on the April 22, 2026 draft of the Indexed Storage Credit Agreement. Please do not hesitate to contact us if you encounter any questions or would like any clarification. We thank the Agency for its consideration and commend its significant efforts to gather stakeholder feedback in its procurement process.

Topic 1: Commercial Readiness

1. Is a recency requirement of 10 years reasonable? Why or why not?

[Redacted] views this as a reasonable requirement.

2. Should there be a requirement for the location of the energy facility? Why or why not? If yes, please provide the appropriate location requirement, such as within the US or within another particular region.

[Redacted] suggests that energy facilities located in the US should be considered applicable.



3. **Should there be a requirement regarding the type of energy facility? Why or why not? If yes, please provide the type(s) of energy facilities that should be counted.**

██████████ would propose that the type of energy facility should specifically be an energy storage facility, as the most directly relevant to the proposed energy storage RFP.

4. **Should there be a requirement for the minimum size of the energy facility? Why or why not? If yes, what size is appropriate?**

██████████ would propose a minimum size of at least 20 MW, both for consistency with the Draft Proposal Requirements.

5. **Is there other documentation in addition to a notice to proceed that should be accepted as supporting documentation?**

Notice to Process is acceptable documentation.

6. **CRGA specifically states that the Bidder must demonstrate experience in developing to commercial readiness. In order to have a direct link between the commercial readiness experience to the "Seller", which is the entity that will be signing the ISC Contract, it is required for the "Bidder", which is the entity submitting the Proposal, to be either the Seller or the parent of the Seller.**

- a. **Is this requirement restrictive? Keeping in mind the language from the law, if this requirement is restrictive, please provide additional arrangements that may comply.**

This requirement is acceptable.

Topic 2: Bid Assurance Collateral

1. **Is the proposed amount of Bid Assurance Collateral reasonable? Why or why not? If not, what would be a more reasonable requirement?**

While the timing of the Bid Assurance Collateral occurs earlier in the process than other similar procurements, ██████████ is in support of the Bid Assurance Collateral amount and believes it is key in assuring the Agency receives high quality bids that execution-ready.

Topic 3: Performance Assurance

1. **Is the proposed amount of Performance Assurance Collateral reasonable? Why or why not? If not, what would be a more reasonable requirement?**

██████████ believes the Performance Assurance Collateral is reasonable and within market standard for similar contracting structures.

Topic 4: Double Payment



1. Are the disclosure requirements and timelines in Section 5.7 clear and reasonable for all parties involved?

[No response]

2. Any other forms of additional support that necessitate disclosure requirements? Please provide examples of types of support that should be disclosed and why they should be disclosed.

[No response]

Topic 5: Labor Peace Agreement

1. Should the Labor Peace Agreement apply to offsite employees (including, but not limited to, scheduling and dispatch, interconnection and permitting, engineering and design), whose job function may not be traditionally associated with a “bona fide labor organization”?

No, this requirement should only apply to onsite employees only. Note that the current draft ISC Agreement already makes this distinction in the “Labor Peace Agreement” definition (*“Further, for avoidance of doubt, the Labor Peace Agreement shall apply to employees that are working at the Project site only and shall exclude employees that may be off-site”*). [REDACTED] is supportive of this language.

2. Please provide a list of job functions and where those job functions might occur (on vs. offsite) that should or should not be included under the Labor Peace Agreement and why.

[No response]

3. Please provide any anticipated challenges related to any job functions related to the ongoing operations and maintenance of the energy storage facility that would be difficult to cover under a Labor Peace Agreement.

[No response]

Topic 6: Hourly Availability Report

1. What PJM, MISO, or alternative systems would allow the Buyer or the IPA to independently verify the availability of the energy storage system? Please provide details regarding how reporting from alternative systems could be accessed and/or verified in order to satisfy the requirements under the ISC Contract for the Hourly Availability Report.

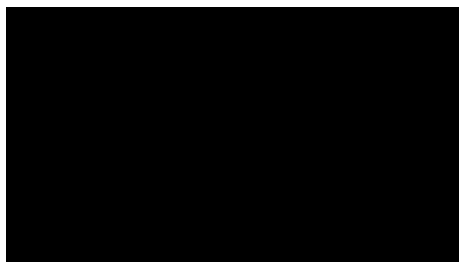
[No response]

Topic 7: ELCC Floor



- 1. Is it appropriate to establish an ELCC floor (for example, setting ELCC to X% if it falls below that threshold)? Please explain the rationale for or against such a floor. If establishing an ELCC floor is appropriate, please propose a value.**

We believe an ELCC floor on the reference price calculation would be detrimental to projects and strain project financing. An ELCC floor applied to the reference price could materially decrease the payments to projects in this contract. The ELCC methodology and class rating are factors outside of Seller's control, and the introduction of a floor value would undercut the fixed price nature of the revenue contract. This would pose a serious threat to the financeability of these contracts, which is antithetical to the goals of this procurement. Additionally, to the extent they still participate, bidders would ultimately price this risk into their bid prices, leading to higher costs to ratepayers.



Comments to Indexed Storage Credit Agreement April 22, 2026 Draft

Section	Comment
1.1. "Contract Capacity"	Suggest removing provisions that restrict project size from exceeding Proposed Contract Capacity. Allowing projects to overbuild may allow bidders to offer more competitive pricing, and contract quantities can be capped directly without restricting facility size.
2.2(a) Seller Representation on Cost Recovery	This circumstance is not within Seller's control and should either be removed, or limited to reps related to Seller actions. Enforcing this as a Seller Event of Default is an unreasonable risk.
2.2(h) Default and Remedies related to Seller Representations	Suggest changing to Buyer termination right rather than automatic termination result. Time periods may not be sufficient for cure and should extend if Seller is diligently pursuing a cure. Termination should be limited to Collateral Requirement Amount (repayment of all sums is previously paid is atypical).
2.6(a)(ii) Ability to Operate for duration of 4 hours of continuous discharge	Suggest clarifying language so that this is not interpreted as a continuous requirement (i.e. intent is to ensure augmented system, not temporary reductions related to outages or state of charge). Given that this threshold is also an event of default, a cure period much longer than 20 Business Days should be allowed to perform augmentations if a deficiency is found.
2.6(a)(iii) Minimum RTE	Threshold is very high to use as an Event of Default standard. Typically there would be a range of damages below guaranteed RTE value, and a much lower RTE % for Defaults. Cure periods should be extended to allow Seller to implement O&M changes to cure any deficiency.
2.6(a)(iv) Availability Minimum Operating Requirement	Availability threshold for defaults is counted over a single year, and unclear how this could be cured in the 20 Business Day Cure period provided in 2.6(b). Suggest revising standard to cause Event of Default to occur if this threshold is not met in two consecutive Delivery years.
2.6(b) Operating Requirement Events of Default	Suggest including extended cure periods as discussed above, and more explicit carve out in first sentence for Force Majeure from circumstances that would qualify as a Seller Event of Default.
2.8(a) Cybersecurity Requirements Default	20 Business Day cure period should automatically extend if cure is being diligently pursued
5.4(a) Cost Recovery through Tariffs	This provision undercuts the durability of the revenue stream needed for project financing. If this provision is maintained, there should be a requirement by Buyer to pursue this cost recovery. If cost recovery is not received as envisioned in part (b), it should result in a Seller termination right, not a one-sided suspension of payments and contract continuation only if in Buyer's favor. Finally, this provision appears to be in conflict with Seller's representation in Section 2.2(a).



6.2. Prevailing Wage Act Requirement	Suggest extending timeframe for Seller to deliver documentation to 30 days after COD
8.2. Additional Warranties of Seller	Continuing warranty from Seller that Product is Regulatorily Continuing and in compliance with Applicable Program should be as of the Effective Date, and should not shift change in program eligibility risk to Seller for changes that occur after execution.
11.1 Government Action	This provision places substantial risk on Seller to continuity of the revenue stream, and suggest that this provision be removed to ensure financeability at lowest bid prices. See for example Section 2.05 of the NYSERDA Form ISC Agreement, which would ensure revenue continuity as long as Seller meets program eligibility as of Effective Date.
14.1 Limitation of Liability	Buyer limitation of liability at 100% of the total payments received by Seller is inappropriate. Seller exposure to Buyer is highest before any payments have been received, and under this structure Buyers limitation of liability during this period would be \$0. This should be revised to be 100% of the total payments anticipated over the term.

