Illinois Power Agency
Summer 2026 Energy Storage Procurement Events

ILLINOIS POWER AGENCY

REQUEST FOR PROPOSALS
PROCESS AND RULES
29 June 2026

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ARTICLE I. Introduction

I.1. General Overview

I.1.1. Public Act 104-0458, the Clean and Reliable Grid Affordability Act, was signed into law on January 8, 2026 and became effective June 1, 2026. Public Act 104-0458 modified the Illinois Power Agency Act ("IPA Act") and the Illinois Public Utilities Act ("Public Utilities Act"), including adding Section 1-75(d-20) of the IPA Act and modifying Section 16-111.5 of the Public Utilities Act ("Act" used herein may refer to either the IPA Act or the Public Utilities Act based on the context). In accordance with the Act, the Illinois Power Agency ("IPA") is conducting an initial energy storage procurement event ("Summer 2026 Energy Storage RFP") to select Stand-alone energy storage resources to execute a standard contract with either Ameren Illinois Company ("AIC") or Commonwealth Edison Company ("ComEd") depending on the location of the resource. The standard contract is called the Indexed Storage Credit Agreement ("ISC Contract"). "Stand-alone" means systems that are (i) separately metered by a revenue-quality meter that satisfies the requirements of the RTO; (ii) operate independently without constraints or hindrances from other generation units; and (iii) demonstrate the ability to charge and discharge independent of any generation unit output. An "Indexed Storage Credit" ("ISC") is a virtual unit of measurement of Availability, with this term being defined in the ISC Contract, that is generated from an energy storage resource and is used solely for purposes of calculating payments under the ISC Contract. Each of AIC and ComEd is referred to as a "Company". For avoidance of doubt, the RFP does not provide for a Company to acquire any ownership interest in a Project. The RFP is intended to select Projects for entry into ISC Contracts, under which ISCs generated from the Project are the contractual unit used solely for payment calculation.

I.1.2. There are two (2) procurement events held under the Summer 2026 Energy Storage RFP: (1) the AIC procurement event and (2) the ComEd procurement event. Projects interconnected within the Midcontinent Independent System Operator, Inc ("MISO") Local Resource Zone 4 ("LRZ 4"), as defined by MISO, will participate in the AIC procurement event. Projects interconnected within the PJM Interconnection LLC ("PJM") ComEd Locational Deliverability Area ("ComEd LDA"), as defined by PJM, will participate in the ComEd procurement event. The term "Regional Transmission Operator" or "RTO" may be used generically to refer to MISO or PJM. The AIC procurement event will seek to procure ISC Contracts with Projects for up to 450 MW (AC rating) ("AIC Target"). The ComEd procurement event will seek to procure ISC Contracts with Projects for up to 588 MW (AC rating) ("ComEd Target"). The terms AIC Target and ComEd Target may be referred to generically as "Target" when a sentence pertains to both procurement events.

I.1.3. The present document, in conjunction with its appendices as described in more detail in Section I.6, constitutes the Request for Proposals ("RFP") to solicit bids from suppliers for qualifying projects. This RFP is referred to as the "Energy Storage RFP". The present document alone is referred to as the "RFP Rules". The RFP Rules detail the qualification standards and bidding process.

I.1.4. A "Project" is a new Stand-alone energy storage resource. A "Proposal" is a response to the RFP from a participant for a given Project. A participant submits a Proposal for each Project for which the participant wants to present a bid. An entity that presents a response to this RFP is a "Bidder". An entity that submits a bid for a Project and that will be the signatory to the ISC Contract is the "Seller". The "Project Team" is a list of entities currently involved in the development, construction, financing, or operation of the Project, i.e., entities that have a Role in the Project. The Bidder and Seller may or may not be the same entity. If the Bidder and the Seller are different entities, the Bidder must be a parent or an affiliate of the Seller and must have a Role in the Project. The Bidder must demonstrate that the Seller, or the Bidder, or another entity on the Project Team, that is affiliated with the Seller (e.g., a parent, subsidiary, or affiliate) has experience in developing energy facilities to commercial readiness, as further explained in Paragraph III.1.8.

I.1.5. A Proposal consists of two (2) parts. The first part of the Proposal ("Part 1 Proposal") is the Bidder's response to the qualification standards described in Article III of these RFP Rules for a Project. The qualification standards are set to provide assurances that the Project can satisfy the requirements of the IPA Act and to establish that the Seller accepts the terms of, and can meet the obligations under, the ISC Contract. The second part of the Proposal ("Part 2 Proposal") includes the bids and financial guarantees to support the bids. The bids must be presented using the "Bid Form", which is a spreadsheet in Microsoft Excel format prepared by the Procurement Administrator. The Part 2 Proposal is described in detail in Article IV.

I.1.6. The ISC Contract is the applicable supplier contract under this RFP. Both Companies use the ISC Contract; however, details related to the respective RTO and credit instruments that can be used to post security under the terms of the ISC Contract vary by Company.

I.1.7. The IPA has retained NERA Economic Consulting ("NERA") as the Procurement Administrator for the procurement events. The Illinois Commerce Commission ("ICC" or Commission") has retained Bates White, LLC as the Procurement Monitor. The Procurement Monitor will report and monitor the progress of the procurement events and their compliance with the Public Utilities Act for the Commission.

I.1.8. Capitalized terms in this document are defined herein unless explicit reference is made to another document.

I.2. Project Eligibility Overview

I.2.1. A Project must have a power capacity of at least 20 MW (AC rating). Under the ISC Contract, a Project must meet certain operational characteristics as of the date on which the Project achieves Commercial Operations, as defined in the ISC Contract, including: (a) the Project must be able to operate for a duration of 4 hours of continuous discharge; and (b) the round-trip efficiency ("RTE") must be at least 85%. Additional required initial operational characteristics are described in Section 2.5 of the ISC Contract and ongoing minimum operational requirements are described in Section 2.6 of the ISC Contract.

I.2.2. A Project is not required to be located in the state of Illinois; however, if the Project is not located in Illinois, additional requirements described in this paragraph must be met. A Project that is located in a state adjacent to Illinois may qualify to participate in the RFP if it meets the public interest criteria specified in Section 1-75(c)(1)(I) of the IPA Act by submitting data about the Project to the IPA and obtaining pre-approval from the IPA. States adjacent to Illinois are Wisconsin, Iowa, Missouri, Kentucky, Indiana, and Michigan. Information on how Projects located in an adjacent state can qualify to be eligible for Illinois RFP compliance is provided in Appendix 15 to the RFP Rules.

I.2.3. Projects must be physically interconnected with the transmission system operated by MISO or PJM and must be interconnected within the MISO LRZ 4 or the PJM ComEd LDA, which will determine whether the Project qualifies for participation in the AIC procurement event or the ComEd procurement event, respectively. An energy storage resource physically interconnected with a distribution system is not eligible to participate in this RFP. A Bidder may present multiple Projects in a single procurement event or may present Projects in both procurement events.

I.2.4. A Project that achieved Commercial Operations prior to June 1, 2026 is not eligible to participate in this RFP. Under the ISC Contract, a Project must reach Commercial Operations on or before December 31, 2029, as this term is defined in the ISC Contract. The Seller must certify that the Project has reached the appropriate development milestones to fully expect that the Project will reach Commercial Operations by December 31, 2029.

I.3. Bids

I.3.1. A "Bid" for a Project is the Strike Price ($/MWh) used in the calculation of amounts paid or owed under the terms of the ISC Contract. Only one (1) Bid can be submitted for a Project. A Bidder cannot submit a Bid for a portion of the Project. The Bid cannot include any additional instructions, contingencies, or conditions.

I.3.2. The bid evaluation procedure is performed separately for the AIC procurement event and the ComEd procurement event. First, all Projects with Strike Prices that fail to meet or beat the benchmark for the procurement event are eliminated from further consideration. Second, Bids are ranked from lowest to highest in order of Strike Price. Third, Projects are selected in order of Strike Price. The Target for a procurement event may be exceeded in certain conditions. Additional details on the bid evaluation procedure are provided in Paragraph V.2.9.

I.3.3. If the Bid for a Project in the AIC procurement event is selected by the bid evaluation procedure and approved by the Commission, the Seller will execute the ISC Contract with AIC. If the Bid for a Project in the ComEd procurement event is selected by the bid evaluation procedure and approved by the Commission, the Seller will execute the ISC Contract with ComEd. If the same Seller has other Projects with Bids approved by the Commission for other Projects, the Seller will execute a separate ISC Contract for each Project.

I.4. Submission of Proposals

I.4.1. Bidders will use an online Part 1 Form to submit information and to upload required documents to respond to the qualification standards described in Article III of these RFP Rules. There is a dedicated online AIC Part 1 Form that must be used for Proposals submitted in the AIC procurement event and a dedicated online ComEd Part 1 Form that must be used for Proposals submitted in the ComEd procurement event. An Illustrative AIC

Part 1 Form is provided as Appendix 2 to these RFP Rules. An Illustrative ComEd Part 1 Form is provided as Appendix 3 to these RFP Rules. Bidders may also provide required documents by email to the Procurement Administrator. "Inserts" are separate forms that, when duly completed, allow Bidders to comply with the requirements to this RFP. Inserts to the online Part 1 Form are available on the procurement website or are available from the Procurement Administrator. Inserts to the online Part 1 Form are named and/or numbered using "P1".

I.4.2. The Part 1 Proposal for a Project consists of the completed online Part 1 Form as well as all documents required by the online Part 1 Form. Each Bidder is required to pay a non-refundable Bid Participation Fee of $10,000 (see P.A. 104-0458 at 1-75(d-20)(6)) as a condition of completing the Part 1 Proposal for each Project. The Bid Participation Fee will be used to cover part of the cost to administer the RFP.

I.4.3. The Part 2 Proposal for a Project consists of the completed online Part 2 Form, the submission of bid assurance collateral, the submission of any other document required by the online Part 2 Form, and the Bid for the Project. There is a dedicated online Part 2 Form for Proposals submitted in the AIC procurement event and a dedicated online Part 2 Form for Proposals submitted in the ComEd procurement event. An Illustrative AIC Part 2 Form is provided as Appendix 4 to these RFP Rules. An Illustrative ComEd Part 2 Form is provided as Appendix 5 to these RFP Rules. All Bidders are required to submit bid assurance collateral in the form of cash or a letter of credit in an amount sufficient to support the Bids from all Projects presented by the Bidder in a procurement event. For Projects that qualified through a successful Part 1 Proposal for the AIC procurement event, the participant must submit bid assurance collateral to AIC. For Projects that qualified through a successful Part 1 Proposal for the ComEd procurement event, the participant must submit bid assurance collateral to ComEd. Bidders must use the Bid Form provided by the Procurement

Administrator for purposes of submitting Bids. Inserts to the online Part 2 Form are available on the procurement website or are available from the Procurement Administrator. Inserts to the online Part 2 Form are named and/or numbered using "P2".

I.4.4. Inserts may require the Bidder to provide specific information or to provide a signature. However, any modification by the Bidder to these Inserts other than providing such specific information or signature means that the requirements of the RFP are not met. Any such covert modification will be considered a material misrepresentation in the Proposal in which case the Companies may draw on bid assurance collateral posted for the Project.

I.4.5. Some Inserts to the online Part 1 Form or to the online Part 2 Form require a signature. Bidders may complete such Inserts by printing, signing, and scanning the Insert. Alternatively, Bidders may complete such Inserts by digitally signing the Insert and providing along with the Insert an additional document or information that verifies the identity of the signatory. Digital signatures without a document or information verifying the identity of the signatory are not acceptable; signature images and other electronic signatures are not acceptable. For more information on the additional document or information that verifies the identity of the signatory, see the definition of an Acceptable Digital Signature in Article III and Article IV.

I.4.6. A schedule for the procurement events held under this RFP is provided on the procurement website www.ipa-energyrfp.com. Any updates will also be provided on the procurement website. Unless otherwise specified, any reference to "day" means a business day.

I.4.7. The Part 1 Proposals are received and processed during a specific timeframe, the "Part 1 Window". The last day of the Part 1 Window is called the "Part 1 Date". All materials for the Part 1 Proposals, including the Bid Participation Fee, must be received by 12 PM (noon) on the Part 1 Date. All times in this RFP are Central Prevailing Times ("CPT") unless specifically noted.

I.4.8. Part 2 Proposals are received and processed during a specific timeframe, the "Part 2 Window". The last day of the Part 2 Window is called the "Part 2 Date". All materials for the Part 2 Proposals, except the Bidders' Bids, must be received by 12 PM (noon) on the Part 2 Date.

I.4.9. The day Bids are due is called the "Bid Date". Bids are evaluated on the Bid Date. The Bidder's Bids must be received between 10 AM and 12 PM (noon) on the Bid Date. The Procurement Administrator evaluates Bids submitted in accordance with this RFP for each Project that qualifies pursuant to a successful Part 1 Proposal and for which the Bidder submits a Part 2 Proposal that fulfills all the requirements of Article IV.

I.4.10. Within two (2) business days of the Bid Date, the Procurement Administrator submits to the Commission a confidential report that will provide the results of the AIC and ComEd procurement events as well as a recommendation on whether the results should be accepted or rejected. Within two (2) business days of the Bid Date, the Procurement Monitor also submits to the Commission a confidential report regarding the results of the AIC and ComEd procurement events as well as a recommendation on whether the results should be accepted or rejected. The Commission is expected to decide whether to accept or reject the results of the procurement events within two (2) business days of receiving the confidential reports from both the Procurement Administrator and the Procurement Monitor.

I.4.11. If the Commission approves the result of a procurement event, each Seller whose Bid on a Project is a winning Bid in that procurement event will execute the ISC Contract with the applicable Company within three (3) business days of the Commission decision.

I.4.12. Projects with winning Bids approved by the Commission will be assessed a Supplier Fee per MW that reflects a portion of the cost of conducting the procurement events. The exact amount of the Supplier Fee per MW will be announced no later than two (2) business days before the Bid Date. Payment of the Supplier Fees to the IPA by the Bidder or Seller will be due within seven (7) business days after Commission approval of the Bids.

I.4.13. If the ICC rejects the results of a procurement event for AIC or ComEd or if the Target for a procurement event is not met, the Procurement Administrator, the Procurement Monitor, and the ICC Staff will meet within ten (10) days of the ICC decision to analyze potential causes for the ICC decision or for failure to meet the requirements. The Procurement Administrator may implement changes and hold an additional procurement event if such changes would address concerns that caused the Commission to reject the results of a procurement event or that resulted in a procurement event failing to fully meet a Target.

I.5. Seller Obligations Overview

I.5.1. Each Seller must accept the terms of the ISC Contract as a condition of participation.

I.5.2. This section describes in general terms a few key provisions in the ISC Contract. This is a summary only and is subject to and qualified in its entirety by the ISC Contract provided as Appendix 1 to these RFP Rules.

I.5.3. Any capitalized terms in this Section I.5 that are not defined in this document are defined in the ISC Contract. If there are any discrepancies between the summary provided in this section and the ISC Contract, the provisions of the ISC Contract shall govern. Under the terms of the ISC Contract:

- The ISC Contract uses ISCs as the contractual unit of measurement of the Project's Availability and performance and uses that unit solely for purposes of calculating payments under the ISC Contract. ISCs are not a separate product being procured apart from the Project. All ISCs delivered under the ISC Contract must be generated from the Project selected in the RFP. Nothing in the ISC Contract should be read or construe to permit Seller to separately monetize the same Availability, performance, duration, or other operational attributes of the Project used to generate ISCs under the ISC Contract.

- The Acceptable Vintage Period of the agreement is 20 years. All ISCs delivered under the ISC Contract must be generated within the Acceptable Vintage Period, which starts on the first day of the Earliest Vintage Month. The Earliest Vintage Month is elected by the Seller and must be (a) no earlier than the month after Commercial Operation Date ("COD") and (b) no later than the first June immediately succeeding the 365th day following the COD. COD is the date that the Project achieves Commercial Operations as recognized by the RTO. Any calendar month within the Acceptable Vintage Period for which ISCs were generated by the Project is a Vintage Month.
- The Seller must achieve Commercial Operations by December 31, 2029.
- The Power Capacity (MW) provided during the RFP will be the Proposed Contract Capacity in the Product Order for the ISC Contract. Within ten (10) business days after COD, the Seller will provide the Initial Contract Capacity, which shall be at least 20 MW and cannot exceed the Proposed Contract Capacity. The Initial Contract Capacity is the power capacity of the Project as recognized by the RTO as of COD. Building a Project with a larger power capacity than the Proposed Contract Capacity and selling the residual capacity under a different arrangement is not permitted under the ISC Contract. In the event the Initial Contract Capacity is less than the Proposed Contract Capacity, then Buyer shall be entitled to payment by Seller in the amount of $50,000 for each MW (rounded to the third decimal place) that the Project falls short of the Proposed Contract Capacity.
- As of COD, the Project must be able to operate for a duration of 4 hours of continuous discharge of the Initial Contract Capacity per hour, and the round-trip efficiency (RTE) must be at least 85%. Following COD, the Project must maintain the following minimum

operational requirements through the Term of the agreement: (a) minimum Contract Capacity of 20 MW; (b) ability to operate for a duration of four (4) hours of continuous discharge of the Contract Capacity per hour; (c) minimum RTE of 70% provided that the RTE shall be at least 85% for the first Delivery Year; minimum Availability of 4,320 hours per Delivery Year of the Contract Capacity for such Delivery Year, unless an annual shortfall is due to an event of Force Majeure or due to Technical Curtailment and subject to Section 2.6 of the ISC Contract. Each year the Seller must submit to Buyer and the IPA the operational characteristics including, (a) Contract Capacity; (b) the Project specific ELCC; (c) the duration of the Project; and (d) the RTE of the Project, along with supporting documents.

- The submission of a fully executed interconnection agreement to the IPA is a pre-requisite for payment under the ISC Contract.
- The Strike Price ($/MWh) in the Bid and the ISC Index Reference Price, which is calculated as the sum of the ISC Reference Energy Arbitrage Price and the ISC Reference Capacity Price, will be used for purposes of calculating the ISC Daily Value ($/MWh), defined in the ISC Contract. The ISC Daily Value ($/MWh) is the result obtained by subtracting the ISC Index Reference Price from the Strike Price. The ISC Daily Payment Amount is the ISC Daily Value ($/MWh) multiplied by the number of ISCs credited for that day. The ISC Monthly Payment Amount is calculated for each Vintage Month as the sum of the ISC Daily Payment Amount in each day associated with the Vintage Month. The ISC Monthly Payment Amount may be either positive or negative. Payment shall be made from Seller to Buyer if the ISC Monthly Payment Amount is negative and payment shall be made from Buyer to Seller if the ISC Monthly Payment Amount is positive. An example of the payment calculation is provided in Exhibit F of the ISC Contract.

- For each day in which the ISC Daily Value ($/MWh) is negative, Seller is credited four (4) ISCs per MW of Contract Capacity unless excused by Planned Outages using the formula in Article 4 of the ISC Contract. For each day in which the ISC Daily Value is positive, Seller is credited four (4) ISCs per MW of Contract Capacity, which shall be prorated based on the available MW of the Project and number of hours the Project is Available as described in Article 4 and using the formula also available in Article 4 of the ISC Contract.
- For purposes of performance assurance, the Collateral Requirement is equal to $50,000 times the Proposed Contract Capacity and will decline over the term of the ISC Contract as displayed in Table A in Article 1. The Collateral Requirement is required by the fifteenth (15th) business day after the Commission Bid Approval Date.
- The Seller must ensure that the Project complies with applicable required cybersecurity standards and requirements as mandated by the North American Electric Reliability Corporation (NERC), which requires compliance with the NERC Critical Infrastructure Protection (CIP) standard.
- A Seller is required to comply with labor requirements including the requirements of the Project Labor Agreements Act, the Minimum Equity Standard ("MES"), and the Labor Peace Agreement ("LPA"). The Project must also be compliant with the prevailing wage requirements included in the Prevailing Wage Act.
- The Seller must disclose to IPA, within thirty (30) days of receipt or commitment, any corporate offtake payments or other economic support received or anticipated for the Project that compensates for development costs, operating costs, capacity value, or for the availability, operations or performance of the Project during the Term of the ISC Contract, except for payments received from the RTO. Seller must also disclose (i) any other generation unit co-located with the Project, including any renewable energy

projects or facilities that may share economic support arrangements, and (ii) any load co-located with the Project, including data centers or other facilities that may consume or benefit from the Project's capacity, Availability, or grid attributes.

I.6. Summary of RFP Documents

I.6.1. The following documents are appended to the RFP Rules, and shall be considered an integral part of this RFP:

Appendix 1:	ISC Contract
Appendix 2:	Illustrative AIC Part 1 Form
Appendix 3:	Illustrative ComEd Part 1 Form
Appendix 4:	Illustrative AIC Part 2 Form
Appendix 5:	Illustrative ComEd Part 2 Form
Appendix 6:	AIC Standard Pre-Bid Letter of Credit – Electronic Version
Appendix 7:	ComEd Standard Pre-Bid Letter of Credit – Electronic Version
Appendix 8:	AIC Standard Pre-Bid Letter of Credit – Hardcopy Version
Appendix 9:	ComEd Standard Pre-Bid Letter of Credit – Hardcopy Version
Appendix 10:	Sample Requests for Return of Cash (AIC)
Appendix 11:	Sample Requests for Return of Cash (ComEd)
Appendix 12:	Illustrative Bid Form
Appendix 13:	Confidentiality Statement
Appendix 14:	Energy Transition Community Grant Areas
Appendix 15:	Requirements for Adjacent State Project Participation in the Summer 2026 Energy Storage RFP

ARTICLE II. Information and General Requirements

II.1. Procurement Website

II.1.1. The Procurement Administrator has established a procurement website that is the main source of information for this RFP. Bidders and other stakeholders can visit this procurement website to obtain information and documents related to the procurement events. The procurement website address is www.ipa-energyrfp.com.

II.1.2. The procurement website includes the sections described below. New sections may be added as necessary to assist Bidders.

Home: This section provides recent announcements and a brief description of the products to be procured.

Announcements: This section provides announcements such as reminders about deadlines and posting of documents.

Block Energy and Capacity Procurement: This section provides documents for the procurement of monthly on-peak and off-peak standard block forward products as well as combinations for AIC, ComEd, and MEC, as well as the procurement of capacity for AIC.

Indexed Wind, Solar, Brownfield, and Hydropower: This section provides documents for the procurement for indexed renewable energy credits from utility-scale wind projects, utility-scale solar projects, brownfield site photovoltaic projects, and hydropower projects.

Energy Storage: This section provides documents for the procurement events to select Stand-alone energy storage projects in either the MISO LRZ 4 or the PJM ComEd LDA.

Calendar: This section provides the timeline of events for the various upcoming IPA procurement events, including the RFP schedule for the procurement event under this RFP. Any changes to the RFP schedule will be provided in this section of the procurement website.

FAQs: The Procurement Administrator answers questions from interested parties via email. The question and answer are posted in this section so that all interested parties have access to the same information. Aspects of the question and/or answer that might identify the questioner are removed before posting to the extent practicable.

Useful Links: This section provides information on programs or other initiatives run by the IPA but that are not 2026 procurement events. Links to the IPA's Illinois Shines Program and Illinois Solar for All Program can be found here. Links to the IPA Supplier Portal, where sellers with projects that have been awarded in an Indexed REC RFP or Energy Storage RFP submit compliance forms, such as MES reports, and links to related educational materials.

Contact Us: This section gives an opportunity for interested parties to register their email address to receive announcements regarding the procurement events, to ask questions of the Procurement Administrator, and to register for an account to submit a Proposal for an RFP.

Previous RFPs: The Procurement Administrator provides in this section links to information from previous RFPs.

II.2. General Requirements for Proposals

II.2.1. An entity that presents a response to this RFP is a Bidder. A Project is a new Stand-alone energy storage resource. Each Bidder can submit at most one Part 1 Proposal and one Part 2 Proposal for a Project. A Bidder can submit Proposals for multiple Projects. The Procurement Administrator evaluates Bids submitted in accordance with this RFP for each Project that qualifies pursuant to a successful Part 1 Proposal and that fulfills all the requirements of the Part 2 Proposal as specified in Article IV by 10 AM on the Bid Date.

II.2.2. All Part 1 Proposals and all Part 2 Proposals are submitted to the Procurement Administrator in accordance with the instructions provided in Article III and Article IV, respectively. Part 1 Proposals are received and processed during a specific timeframe, the

Part 1 Window. The last day of the Part 1 Window is called the Part 1 Date. Part 2 Proposals are received and processed during a specific timeframe, the Part 2 Window.

II.2.3. Each Bidder must comply with all Part 1 Proposal requirements described in Article III. Section III.1 describes the required contact and other basic information about entities and individuals involved in the Proposal, and the commercial readiness requirement for Bidders that intend to participate in the AIC or the ComEd procurement event. Section III.2 describes information that is required about the Project and the information required to meet labor and equity commitments. Section III.3 describes the additional requirements for Joint Ventures including identifying the Bidder and completing the required representations in the Part 1 Proposal. Section III.4 describes the requirements specific to Bidders that intend to participate in the AIC procurement event and are applicable only to the dedicated AIC online Part 1 Form. Section III.6 describes the requirements specific to Bidders that intend to participate in the ComEd procurement event and are applicable only to the dedicated ComEd online Part 1 Form. Section III.6 describes the financial information required. Section III.7 specifies that a Bid Participation Fee is required for each Project. Section III.8 describes the opportunity for Bidders to provide comments on the letters of credit.

II.2.4. All information provided and certifications made in the Part 1 Proposal must remain valid and in full force until fourteen (14) business days after the anticipated date of the Commission decision on the AIC and ComEd procurement events. Regardless of the reason, if any information provided in the Part 1 Proposal changes or any previous certification fails to remain valid, it is the sole responsibility of the Bidder and the Seller to notify the Procurement Administrator. Failing to do so may result in disqualification of the Project and of the Proposal. The Procurement Administrator reserves the right to change the assessment of qualifications based on any revised information provided by the Bidder or Seller.

II.2.5. Each Bidder must comply with all Part 2 Proposal requirements as provided in Article IV. Section IV.1 describes the contact and Project information required by the Part 2 Proposal. Section IV.2 describes requirements, including bid assurance collateral in the form of either cash or a Pre-Bid Letter of Credit, that are required of Bidders that intend to participate in the AIC or the ComEd procurement event. Section IV.3 describes the additional requirements for Joint Ventures including providing updated contact information for the Bidder, if necessary, and completing the required representations in the Part 2 Proposal. Section IV.4 describes additional requirements for Bidders that intend to participate in the AIC procurement event and are applicable only to the dedicated AIC online Part 2 Form. Section IV.5 describes additional requirements for Bidders that intend to participate in the ComEd procurement event and are applicable only to the dedicated ComEd online Part 2 Form. Section IV.6 describes the requirements for submission of Bids.

II.2.6. Proposals that do not adhere to the terms and conditions of these RFP Rules, or that do not fulfill all requirements set forth in Article III and Article IV of this RFP, or that are not submitted in accordance with the process of Article V, will not be considered.

II.2.7. The submission of a Part 1 Proposal or a Part 2 Proposal to the Procurement Administrator constitutes the Bidder's and the Seller's acknowledgement and acceptance of all the terms and conditions of these RFP Rules, regardless of the outcome of the RFP or the outcome of such Proposal.

II.2.8. The Bidder and the Seller, at their own cost and expense, shall defend each Company, the Procurement Monitor, the Procurement Administrator, and the IPA, and their subsidiaries, affiliates, successors and assigns, and each and every one of their respective past, present, or future officers, directors, trustees, employees, shareholders, executors, administrators, successors and assigns, other than entities that are also Bidders or Sellers, against any and all manner of past, present, or future claims, demands, disputes, controversies, complaints, suits, actions, proceedings, or allegations of any kind which in any manner relate to, arise out of, or result from any false statement in the Proposal or breach of any covenant by the Bidder or Seller set forth herein. The Bidder and the Seller shall indemnify and hold harmless each Company, the Procurement Monitor, the Procurement Administrator and the IPA, their parent companies, subsidiaries, affiliates, successors and assigns, and each and every one of their respective past, present, or future officers, directors, trustees, employees, shareholders and agents, as well as the heirs, executors, administrators, successors and assigns, other than entities that are also Bidders or Sellers, against any and all liens, judgments, liabilities, losses, injuries, damages, fees, fines, costs or expenses which in any manner relate to, arise out of, or result from any false statement or misrepresentation in the Proposal or breach of any warranty by the Bidder or the Seller as set forth herein.

ARTICLE III. Part 1 Proposal Requirements

A Part 1 Proposal serves to respond to the qualification requirements for a single Project in either the AIC procurement event or the ComEd procurement event. To the extent that an entity is intending to present several Projects, a different Part 1 Proposal must be presented for each such Project, with each Part 1 Proposal submitted using a unique online Part 1 Form. For Projects presented in the AIC procurement event, the Bidder must use the dedicated online AIC Part 1 Form. For Projects presented in the ComEd procurement event, the Bidder must use the dedicated online ComEd Part 1 Form.

Specific times for submission of materials are provided in the RFP Rules. All such times are Central Prevailing Times unless specifically noted. The close of the business day will be 6 PM for purposes of processing Proposals. A digital signature together with an additional document or information that verifies the identity of the signatory is an "Acceptable Digital Signature". Additional documentation or information may include: (i) a certificate of completion if the signatory uses DocuSign; (ii) a Final Audit Report if the signatory uses Adobe Sign; (iii) evidence that the digital signature has been certified by the signatory using a document signing certificate; or (iv) other documentation or information produced by a commercially available software that can be used by the Procurement Administrator to verify the identity of the signatory. Digital signatures without a document or information verifying the identity of the signatory are not acceptable; signature images and other electronic signatures are not acceptable.

III.1. Basic Information

III.1.1. <u>Name of the Project</u>. The Part 1 Proposal requires providing a name for the Project that will be used consistently throughout the Proposal. Once the Part 1 Proposal is complete, the name of the Project cannot be changed. Furthermore, the Part 1 Proposal requires the Bidder to provide either:

- the URL for the Project website; or:
- the URL for information regarding the Project as provided on the website of an entity involved in the Project.

If the Bidder states that no such information regarding the Project is available online, the Procurement Administrator will verify this fact.

III.1.2. Identity and Contact Information for the Seller. The Seller is an entity that submits a Bid for a Project in either the AIC or the ComEd procurement event and such entity will be the signatory to the ISC Contract if the Bid for the Project is selected in the applicable procurement event and approved by the Commission.

- The Part 1 Proposal must identify the Seller's legal name and address (including street address, city, state, and zip code).
- The Part 1 Proposal must provide the date at which the Seller was formed. The Seller must be an entity that has been formed as of the Part 1 Date.
- A "Joint Venture" is an agreement between two or more parties to own a Project jointly through a Seller organized for this purpose. Such parties (called "Joint Venture Partners" or "Partners") otherwise maintain their distinct identities and business plans. If a Seller is the product of a Joint Venture or similar agreement, the Part 1 Proposal must disclose this fact and the Part 1 Proposal for the Project must meet the additional requirements provided in Section III.3.

III.1.3. Officer of the Seller. The Officer of the Seller must be an officer, a director, or an individual otherwise empowered to undertake contracts and bind the Seller. The Officer of the Seller whose contact information is provided in the Part 1 Proposal must make all representations required in the Part 1 Proposal and in the Part 2 Proposal for the Project, except as explicitly noted in these RFP Rules.

- The Part 1 Proposal must provide the name, title, and full contact information (address, business phone number, mobile phone number, and email address) of the Officer of the Seller.
- It is expected that, if the Bid for the Project is selected in the applicable procurement event and approved by the Commission, the Officer of the Seller would sign the ISC Contract with the applicable Company. Should the Officer of the Seller not be available to sign for this purpose, the Seller must advise each Company of this fact. The Seller will be required to name another individual to sign the ISC Contract and the Seller will be required to confirm that this individual is empowered to undertake contracts and bind the Seller.

III.1.4. Identity and Contact Information for the Bidder. The Bidder is the entity submitting the Proposal.

- If the Bidder and the Seller are different entities, the Bidder must be a parent or an affiliate of the Seller and must be an entity that has a "Role" in the Project. An entity that has a Role in the Project is an entity currently involved in the development, construction, financing, or operation of the Project. The Bidder will be required to specify all activities related to the Project in which the Bidder has a Role using the Project Team Insert, as further described in Paragraph III.1.6.
- The Part 1 Proposal must identify the Bidder's legal name and address (including street address, city, state, and zip code).
- The Bidder may present a Proposal for one (1) or for multiple Projects in a procurement event. If an entity is involved in multiple Projects in a procurement event, this entity must serve as the Bidder and present the Proposals for all such Projects in that procurement event. If several entities are all involved in multiple Projects in a

procurement event, one (1) of these entities must be selected to present the Proposals for all such Projects and serve as the Bidder in that procurement event.

III.1.5. Representatives. The Bidder must identify the individual or individuals primarily responsible for submission of the Proposal and provide full contact information for each individual, including an address, business phone number, mobile phone number, and email address. These individuals, each a "Representative", must be authorized to act on behalf of the Bidder and on behalf of the Seller. The Procurement Administrator sends all correspondence related to Proposals presented in either the AIC or the ComEd procurement event to the Representatives for that procurement event, including confidential information required to submit Bids on the Bid Date. Furthermore:

- The Bidder must indicate whether each Representative is or can be authorized to submit Bids on the Bid Date and to make the certification required on the Bid Form. The Bidder must indicate whether the Officer of the Seller is or can be authorized to submit Bids on the Bid Date and to make the certification required on the Bid Form. It is expected that at least one (1) of the Representatives or the Officer of the Seller would be so authorized.
- The online Part 1 Form requires naming one (1) Representative. Up to three (3) additional Representatives may be named by fully completing the Representative Insert prepared for this purpose and available on the procurement website. The Representative Insert is also labelled INSERT #P1-1. The Bidder provides the Representative Insert by email or by upload to the application website.
- If the Bidder is presenting Proposals for multiple Projects in either the AIC or the ComEd procurement event, the Bidder must identify the same Representatives for all Proposals in that procurement event. Such Bidder is only required to submit the information regarding the Representatives once, with the first Project for which a

Proposal is submitted in that procurement event. If the Bidder is presenting Proposals for Projects in both the AIC and ComEd procurement events, the Bidder may identify different Representatives for each procurement event.

III.1.6. Project Team. The "Project Team" is a list of entities currently involved in the development, construction, financing, or operation of the Project, i.e., entities that have a Role in the Project. The Project Team includes the Bidder and the Seller. The Project Team is not expected to include entities whose anticipated Role would begin after the Commission decision on the procurement event or whose Role was already completed as of the opening of the Part 1 Window.

- The Bidder must identify each entity that has a Role in the Project including entities already named in the Part 1 Proposal, namely the Bidder and the Seller.
- The Bidder must specify the activities in which each such entity is involved including, but not limited to, land acquisition, permitting, procurement, construction, financing, ultimate owner and/or providing advice.
- The Bidder must specify whether each entity in the Project Team is involved in the preparation and submission of the Proposal.
- The Bidder must specify the relationship to the Seller of each entity in the Project Team, if applicable (e.g., parent, ultimate parent, subsidiary, or affiliate).
- The Bidder provides such information by fully completing the Project Team Insert prepared for this purpose and available on the procurement website. The Project Team Insert is also labelled INSERT #P1-2. The Bidder provides the Project Team Insert by email or by upload to the application website. The Procurement Administrator may require additional information regarding any one member of the Project Team as needed to assess the information provided.

III.1.7. Contributors and Confidentiality of Information. Paragraph III.1.3 requires the Bidder to identify the Officer of the Seller, an individual who must make all representations required in the Part 1 Proposal and in the Part 2 Proposal for the Project. Paragraph III.1.5 requires the Bidder to identify Representatives who are primarily responsible for the submission of the Proposal and authorized to act on behalf of the Bidder and on behalf of the Seller. All such individuals are Contributors. This paragraph requires the Bidder to identify all other "Contributors", namely additional individuals who are expected to make specific and material contributions to preparing and submitting the Proposal.

A Contributor is privy to Confidential Information relating to the Proposal by virtue of the Contributor's involvement in the preparation or submission of the Proposal. "Confidential Information relating to the Proposal" means any information related to the Proposal, which could have an effect on whether another party submits a Proposal for a procurement event, or on the contents of such Proposal that another Bidder would be willing to submit. Such information includes but is not limited to: the fact that a Proposal is presented for the Project in the procurement event; the specific contents of the Proposal for the Project including the Bid for the Project; and the estimation of the risks associated with the terms of the ISC Contract.

Contributors for Projects presented by a Bidder in either the AIC or the ComEd procurement event may communicate Confidential Information relating to the Proposals for such Projects with each other but only with each other. 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 Proposals only with each other and not to any other party. The Procurement Administrator will make available samples of a confidentiality agreement and a confidentiality process that Bidders and Sellers can use, at their option, to ensure that the confidentiality of the Proposal is properly maintained. In the Part 2 Proposal, the Officer of the Seller and a representative of the Bidder are required to acknowledge this obligation and to certify that all necessary measures to meet this obligation have been undertaken.

The following applies to additional Contributors:

- For each Contributor in a procurement event, the Bidder must provide the name of the individual, the entity by which the individual is employed, and an email address for the individual. The Bidder provides such information by fully completing the Contributor Insert prepared for this purpose and available on the procurement website. The Contributor Insert is also labelled INSERT #P1-3. The Bidder provides the Contributor Insert by email or by upload to the application website. The Procurement Administrator may require additional information regarding any one Contributor as needed to assess the information provided, such as a title or a phone number.
- It is expected that a Contributor is a representative of an entity in the Project Team, or an adviser to the Project Team. If this is not the case, the Procurement Administrator may require additional information or clarification.
- Individuals employed by the Seller or by the Bidder and concerned with the Project are Contributors. However, such individuals may but need not be identified as additional Contributors in the Contributor Insert prepared for this purpose.
- If the Bidder is presenting Proposals for multiple Projects in a procurement event, the Bidder must identify the same Contributors for all such Proposals within a procurement event. If the Bidder is presenting Proposals for Projects in both procurement events, the Bidder may identify a different list of Contributors for the Proposals submitted in each procurement event. It is not a breach of the confidentiality provisions of this paragraph for a Contributor primarily concerned with the Proposal

for a Project presented by a Bidder in a procurement event to communicate Confidential Information relating to the Proposal for such Project to another Contributor who is primarily concerned with the Proposal for another Project presented by the same Bidder in the same procurement event. Such Bidder is only required to submit the information regarding the Contributors once, with the first Project for which a Proposal is submitted in a procurement event.

III.1.8. Commercial Readiness. The Bidder must demonstrate that the Seller, or the Bidder, or another entity on the Project Team that is affiliated with the Seller (e.g., a parent, subsidiary, or affiliate) has experience in developing energy facilities to commercial readiness. The Bidder must provide evidence of experience in developing energy facilities to commercial readiness for energy facilities with a combined nameplate capacity of at least 100 MW (AC rating). If the Bidder is providing such evidence for multiple energy facilities that aggregate to at least 100 MW, each such energy facility must have a nameplate capacity of at least 20 MW (AC rating). There is no restriction on the location or fuel type for the energy facility.

- For each energy facility presented to fulfill the commercial readiness requirement, the Bidder must: (i) provide the name of the energy facility; (ii) provide the nameplate capacity (AC rating) of the energy facility; and (iii) identify the entity (such entity being part of the Project Team and affiliated with the Seller) that developed the energy facility to commercial readiness. The Bidder provides such information by fully completing the Commercial Readiness Insert prepared for this purpose and available on the procurement website. The Commercial Readiness Insert is also labelled INSERT #P1-4. The Bidder provides the Commercial Readiness Insert by email or by upload to the application website.

- The Bidder must provide evidence of commercial readiness for each energy facility presented to fulfill the commercial readiness requirement. Each document provided must be dated on or after June 1, 2016.
  - A notice to proceed for the energy facility may be provided for this purpose. Such notice must identify an entity on the Project Team and affiliated with the Seller as the entity owning or operating the energy facility.
  - The Procurement Administrator will consider alternative evidence to demonstrate commercial readiness, as long as such evidence shows that an energy facility is further forward on the path to full operation than having the notice to proceed. Bidders that own or operate an energy facility that has reached its Commercial Operation Date and that was selected by a competitive procurement process held by the IPA are encouraged to include such energy facilities for purposes of meeting the commercial readiness requirement.
- If the Bidder is presenting Proposals for multiple Projects for the AIC or the ComEd procurement event and the information required by this section has already been submitted in a previously submitted Part 1 Proposal for that procurement event, then the information is not required to be submitted again for that same procurement event.

III.1.9. Information required in this Section III.1 must be provided exclusively by completing Section 1 of the online Part 1 Form and by providing any documents required by Section 1 of the online Part 1 Form, as further explained in Article V.

III.2. Project Description and Labor and Equity Requirements

III.2.1. Project Description. The Bidder must provide the following basic information regarding the Project:

- Power Capacity of the Project: The Bidder must provide the "Power Capacity" for the Project in MW (AC rating) rounded to two (2) decimals. The Power Capacity must be at least 20 MW (AC rating). The Power Capacity will be entered into the ISC Contract as the "Proposed Contract Capacity", with this term defined in the ISC Contract.
  - The Power Capacity for the Project cannot be changed after the Part 2 Date.
- Commercial Operation Date: A Bidder must confirm whether the Project has achieved Commercial Operations, as defined in the ISC Contract. If yes, the Bidder must provide the Commercial Operation Date. If no, the Bidder must provide the expected COD. The following restrictions apply:
  - The Commercial Operation Date must be on or after June 1, 2026.
  - The Commercial Operation Date must be consistent with the terms of the ISC Contract. Under the ISC Contract, a Project must reach COD on or before December 31, 2029.

III.2.2. Project Labor Agreement. A Project Labor Agreement requirement will apply under the ISC Contract to a Project selected through the RFP. If construction has begun as of the submission of the Part 1 Proposal, the Bidder must provide evidence that the Project Labor Agreement(s) and any amendments thereto for the Project have been filed with the Director of the IPA by email to IPA.Storage@illinois.gov. 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 is due by the Part 2 Date. If the IPA has already determined that such Project Labor Agreement(s) and any amendments meet the requirements, evidence of this determination may be provided with the Part 1 Proposal. If construction has not yet begun, the Officer of the Seller must make the following representations applicable to the Project:

- I acknowledge the Project Labor Agreements Requirements provided in Section 6.3 of the ISC Contract.
- I certify that the Project will be built by General Contractors that have entered into a pre-hire Project Labor Agreement, as this term is defined in the ISC Contract, prior to construction.
- I acknowledge that the Project Labor Agreement shall specify the terms and conditions as defined by the Project Labor Agreements Act and the IPA Act. Specifically, each Project Labor Agreement shall: (a) set forth effective, immediate, and mutually binding procedures for resolving jurisdictional labor disputes and grievances arising before the completion of work, (b) contain guarantees against strikes, lockouts, or similar actions, (c) ensure a reliable source of skilled and experienced labor, (d) contain provisions for minorities and women as defined under the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, set forth goals for apprenticeship hours to be performed by minorities and women and set forth goals for total hours to be performed by underrepresented minorities and women, (e) permit the selection of the lowest qualified responsible bidder, without regard to union or non-union status at other construction sites, (f) bind all contractors and subcontractors on the public works project through the inclusion of appropriate Bid specifications in all relevant Bid documents, and (g) include such other terms as the parties deem appropriate.
- I acknowledge that the Project Labor Agreement shall cover all terms and conditions of employment on a specific construction project and must include the following: (aa) provisions establishing the minimum hourly wage for each class of labor organization employee; (bb) provisions establishing the benefits and other compensation for each

class of labor organization employee; (cc) provisions establishing that no strike or disputes will be engaged in by the labor organization employees; (dd) provisions establishing that no lockout or disputes will be engaged in by the General Contractor building the Project; (ee) provisions for minorities and women, as defined under the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, setting forth goals for apprenticeship hours to be performed by minorities and women and setting forth goals for total hours to be performed by underrepresented minorities and women; and (ff) the efforts that Seller will take or has taken to achieve such goals, including recruitment of minorities and women into apprenticeship roles. A labor organization and the General Contractor building the Project shall have the authority to include other terms and conditions as they deem necessary.

The Seller makes these certifications by using the P1 Project Labor Agreement Insert prepared for this purpose. The P1 Project Labor Agreement Insert is also labelled INSERT #P1-5 and must be completed either by: (i) printing, signing, and scanning the Insert; or by: (ii) digitally signing the Insert using an Acceptable Digital Signature as defined above. The Bidder provides the completed Insert by email or by upload to the application website.

III.2.3. Minimum Equity Standard. A Minimum Equity Standard of 10% will apply under the ISC Contract to a Project selected through the RFP. At least 10% of the Project Workforce in each applicable delivery year shall be Equity Eligible Persons or Equity Eligible Contractors, as these terms are defined in the ISC Contract. The MES applies for each delivery year in which Construction Activities are carried out through the Commercial Operation Date. The Officer of the Seller must make the following representations applicable to the Project:

- I acknowledge that a Minimum Equity Standard of 10% applies to the Project Workforce for each delivery year in which Construction Activities are performed through the Commercial Operation Date; and

- I acknowledge the reporting requirements under Section 6.4 of the ISC Contract.

The Seller makes these acknowledgements by using the P1 Minimum Equity Standard Insert prepared for this purpose. The P1 Minimum Equity Standard Insert is also labelled INSERT #P1-6 and must be completed either by: (i) printing, signing, and scanning the Insert; or by: (ii) digitally signing the Insert using an Acceptable Digital Signature as defined above. The Bidder provides the completed Insert by email or by upload to the application website.

III.2.4. Labor Peace Agreement. A Labor Peace Agreement requirement will apply under the ISC Contract to a Project selected in a procurement event. If the Project has achieved Commercial Operations as of the submission of the Part 1 Proposal, the Bidder must provide evidence that the Labor Peace Agreement for the Project has been filed with the IPA by email to IPA.Storage@illinois.gov. Evidence that the IPA has determined that such Labor Peace Agreement meets the requirements is due by the Part 2 Date. If the IPA has already determined that such Labor Peace Agreement meets the requirements, evidence of this determination may be provided with the Part 1 Proposal. If the Project has not yet achieved Commercial Operations, the Officer of the Seller must make the following representations applicable to the Project:

- I acknowledge the Labor Peace Agreement Requirements provided in Section 6.5 of the ISC Contract.
- I certify that the Project shall be operated by an entity that has entered into a Labor Peace Agreement with a bona fide labor organization that is actively engaged in representing its employees; and the existence of the Labor Peace Agreement shall be an ongoing material condition of such entity's authorization to maintain and operate the Project.

The Seller makes these certifications by using the P1 Labor Peace Agreement Insert prepared for this purpose. The P1 Labor Peace Agreement Insert is also labelled INSERT

#P1-7 and must be completed either by: (i) printing, signing, and scanning the Insert; or by: (ii) digitally signing the Insert using an Acceptable Digital Signature as defined above. The Bidder provides the completed Insert by email or by upload to the application website.

III.2.5. Information required in this Section III.2 must be provided exclusively by completing Section 2 of the online Part 1 Form and by providing any documents as required by Section 2 of the online Part 1 Form, as further explained in Article V.

III.3. Additional Requirements for Joint Ventures

III.3.1. Identity of Bidder. A Joint Venture is an agreement between two or more parties (each, a Partner or Joint Venture Partner) to own a Project jointly through a Seller organized for this purpose. Partners otherwise maintain their distinct identities and business plans. If a Project presented in either the AIC or the ComEd procurement event is owned by a Joint Venture, this fact must be disclosed as required by Paragraph III.1.2. A Bidder is the entity that presents the Proposal and the Bidder must have a Role in the Project.

- The Bidder may be the Joint Venture Seller, one of the Partners, or another affiliate of the Seller. No other entity can serve as Bidder.
- If a Partner in the Joint Venture for a Project presented in either the AIC or the ComEd procurement event is also involved on its own in an additional Project in the same procurement event, then the Bidder for the Joint Venture and the Bidder for such additional Project must be the same.

III.3.2. Representations. All representations that are made by the Officer of the Seller must also be made by a "Signatory" of each of the Partners. The Signatory for a Partner is an individual who is an officer, a director, or an individual otherwise authorized to undertake contracts and bind the Partner.

- The Part 1 Proposal must provide the name, title, and full contact information (address, business phone number, mobile phone number, and email address) of a Signatory for each Partner.
- If the Officer of the Seller also serves as a Signatory for one of the Partners, then the Part 1 Proposal need only name Signatories and provide contact information for the remaining Partners.
- The representations for the Part 1 Proposal required for both the AIC and the ComEd procurement events are made using the P1 Project Labor Agreement Insert (labelled INSERT #P1-5), the P1 Minimum Equity Standard Insert (labelled INSERT #P1-6), <u>P1 Labor Peace Agreement Insert (labelled INSERT #P1-7), and</u> the Energy Transition Community Grant Insert (labelled INSERT #P1-8).
- Additional representations for the Part 1 Proposal required for the AIC procurement event are made using the AIC P1 Project Certifications Insert (labelled INSERT #P1-9) and the AIC P1 Seller Certifications Insert (labelled INSERT #P1-10).
- Additional representations for the Part 1 Proposal required for the ComEd procurement event are made using the ComEd P1 Project Certifications Insert (labelled INSERT #P1-11) and the ComEd P1 Seller Certifications Insert (labelled INSERT #P1-12).

III.3.3. <u>Project Team</u>. For a Joint Venture Project, all Partners must be included as entities on the Project Team. As such, the Project Team Insert (also labelled INSERT #P1-2) must specify:

- The activities in which each Partner is involved including, but not limited to, land acquisition, permitting, procurement, construction, financing, ultimate owner and/or providing advice.
- Whether each Partner is involved in the preparation and submission of the Proposal.

- The relationship of each Partner to the Seller (it is expected that the Bidder will confirm that the Partners are the parents of the Seller).

III.3.4. Contributors. For a Joint Venture Project, all Signatories for the Partners must be included as Contributors who are privy to Confidential Information relating to the Proposal. Contributors for Projects presented by a Bidder in either the AIC or the ComEd procurement event may communicate Confidential Information relating to the Proposals for such Projects with each other but only with each other. Additional individuals employed by each Partner and concerned with the Project are Contributors. Such individuals may but need not be identified as additional Contributors in the Contributor Insert (also labelled INSERT #P1-3).

III.4. Additional Requirements for the AIC Procurement Event

III.4.1. Project Number. The Bidder must name the Definitive Planning Phase (DPP) cycle applicable to the Project and provide the Project Number issued by MISO. If the Project does not have a Project Number under a DPP cycle, the Bidder must provide evidence that the Project has been accepted into one of the following alternative MISO interconnection processes: the Generation Facility Replacement Process or the Expedited Resource Addition Study (ERAS) Process.

- If the Project will use an alternate interconnection process with MISO, the Bidder must name the alternative MISO interconnection process applicable to the Project and provide documented evidence issued by MISO that the Project has been accepted into the process. Additionally, the Bidder must explain the milestones that have been completed under that process and the steps and timeline remaining for the Project to complete the process. The explanation must provide reasonable assurances that the Project will achieve Commercial Operations by December 31, 2029. Unless the Project is accepted into one of the alternative MISO interconnection processes specifically identified in this Paragraph III.4.1, the Procurement Administrator may, in its discretion, decline to consider any other alternative MISO interconnection processes as satisfying this requirement. Any alternate MISO interconnection process must be fully approved for use by MISO and explained within MISO issued rules, manuals and agreements to be considered.

III.4.2. Project Location. The Bidder must provide the following information about the Project location:

- The Project must have a point of interconnection within the MISO LRZ 4. LRZ 4 is the geographic boundary of the territories of AIC, City Water, Light & Power ("CWLP"), Southern Illinois Power Cooperative ("SIPC"), and Glacial Lakes Humane ("GLH"). The Bidder must provide supporting documentation issued under the interconnection process with MISO that the point of interconnection for the Project will be within the MISO LRZ 4.
- A Bidder must provide the complete address for the Project including either the street address or coordinates, and the city, state, and zip code. If the Project is located in a state adjacent to Illinois and has been pre-approved for participation by the IPA based on the public interest criteria, the Bidder must provide evidence of this determination.
- The requirements of this paragraph only apply to a Project located in Illinois. An Energy Transition Community Grant Area ("ETCGA") is an area that is both: (i) within a 30-mile radius of the coordinates associated with a plant or mine in Table A in Appendix 14 to the RFP Rules; and (ii) within Illinois. The Bidder must state whether at least 50% of the Project site is located within an ETCGA. The Project may be located in more than one ETCGA. If so:

- the Bidder must name of the plant(s) and/or mine(s) from Table A associated with the ETCGA(s) applicable to the Project.
- The Bidder must provide evidence that at least 50% of the Project site is located within the applicable ETCGA(s), such as a map that clearly displays the distance between the plant(s) and/or mine(s) and the Project site and includes the names of the plant(s) and/or mine(s).
- The Officer of the Seller must certify that at least 50% of the Project site will be located within the boundary of the ETCGA(s) associated with the plant(s) and/or mine(s) named in the Part 1 Proposal. The Officer of the Seller makes this certification by using the Energy Transition Community Grant Insert prepared for this purpose. The Energy Transition Community Grant Insert is also labelled INSERT #P1-8 and must be completed either by: (i) printing, signing, and scanning the Insert; or by: (ii) digitally signing the Insert using an Acceptable Digital Signature as defined above. The Bidder provides the completed Insert by email or by upload to the application website. Whether at least 50% of the Project site is located within the boundary of an ETCGA(s) will be accounted for in the case of Tied Bids, as defined and described in paragraph V.2.10.

III.4.3. Representations about the Project. The Officer of the Seller must make the following representations applicable to the Project:

- the Project is a new Stand-alone energy storage resource as this term is defined in the Act and the Seller has made all investigations it deems necessary to make this determination;
- the Project is not a repowered facility;

- the Commercial Operation Date for the Project, as this term is defined in the ISC Contract, did not occur before June 1, 2026;
- the Project has reached the appropriate development milestones to fully expect that the Project will achieve Commercial Operations by December 31, 2029;
- the Project has or will have a single revenue quality meter that satisfies the requirements of the applicable regional transmission organization and that measures or will measure its generation output;
- the Project is interconnected within LRZ 4 as defined by MISO, and the physical interconnection is with the transmission system operated by MISO and is not with a distribution system;
- the Project did not receive a distributed storage rebate pursuant to 220 ILCS 5/16-107.6.;
- the Project is not and will not be an energy storage system whose costs are being recovered through rates regulated by Illinois or any other state or states;
- The initial and ongoing operational requirements for the Project are described in Sections 2.5 and 2.6 of the ISC Contract. The Seller acknowledges (a) the Project must operate for a duration of 4 hours of continuous discharge; and (b) as of the Commercial Operations Date, the round-trip efficiency (RTE) must be at least 85%; and
- The cybersecurity requirements for the Project are described in Section 2.8 of the ISC Contract. The Seller acknowledges the Project must comply with applicable required cybersecurity standards and requirements as mandated by the entity or entities overseeing the Project's approval for interconnection to the grid.

The Seller makes these certifications by using the AIC P1 Project Certifications Insert prepared for this purpose. The AIC P1 Project Certifications Insert is also labelled INSERT #P1-9 and must be completed either by: (i) printing, signing, and scanning the Insert; or by:

(ii) digitally signing the Insert using an Acceptable Digital Signature as defined above. The Bidder provides the completed Insert by email or by upload to the application website. Regardless of the reason, if any information provided in the Part 1 Proposal changes or any previous certification fails to remain valid, it is the sole responsibility of the Bidder and the Seller to notify the Procurement Administrator.

III.4.4. Additional Representations about the Seller. The Seller must make the following representations applicable to the Seller and the Bidder:

- The Seller as identified in the Proposal is the entity that will sign the ISC Contract with AIC if the Bid for the Project is selected in the AIC procurement event and approved by the Illinois Commerce Commission;
- The Seller owns the Project and fully expects to own the Project at the time of execution of the ISC Contract;
- The Seller understands and accepts the terms of the ISC Contract;
- The Seller acknowledges that ISCs are a virtual unit of measurement of the Project's Availability and performance, generated from the Project and used solely for purposes of calculating payments under the ISC Contract, and are not independent of the Project or a standalone product separate from the Project;
- The Seller, including its contractors and subcontractors, rendering services under the ISC Contract will comply with the requirements of the Prevailing Wage Act, including but not limited to, all wage requirements and notice and record keeping duties, or if the Project is not located in Illinois, the Seller will demonstrate, at minimum, wage parity with the prevailing wage requirements in Illinois as required under the ISC Contract;
- The terms and requirements for posting of collateral with AIC under the ISC Contract are provided in the ISC Contract. The Seller acknowledges that a Collateral Requirement, equal to $50,000 times the Proposed Contract Capacity with respect to

the Project, is required on the fifteenth (15th) business day after the Commission Bid Approval Date. The Collateral Requirement will decline over the term of the ISC Contract;

- The Part 1 Proposal will remain in full force and effect until fourteen (14) business days after the anticipated date of the Illinois Commerce Commission decision on the AIC procurement event;
- If, for any reason and due to any circumstance, any information provided in the Part 1 Proposal for a Project changes or any previous certification fails to remain valid before that date, the Bidder or the Seller will notify the Procurement Administrator of such change as soon as practicable, and failing to do so may result in disqualification of the Project;
- The submission of the Part 1 Proposal constitutes the Bidder's and the Seller's acceptance of all the terms and conditions of these RFP Rules, regardless of the outcome of the AIC procurement event or the outcome of such Proposal;
- The Officer of the Seller has no knowledge of the Bidder, the Seller, or any other entity currently involved in the Project being part of a bidding agreement, a bidding consortium, or any other type of agreement with another Bidder related to bidding in this RFP;
- All information provided in the Part 1 Proposal is true and accurate to the best of the Officer's knowledge and belief;
- All information provided to meet the commercial readiness requirement in the Part 1 Proposal is correct, and all entities for which the evidence of experience was provided are on the Project Team and are affiliated with the Seller;

- The Seller is not in violation of the Displaced Energy Workers Bill of Rights as provided under Section 10-25 of the Energy Community Reinvestment Act (20 ILCS 735/) at the time of the submission of the Part 1 Proposal; and
- The Bidder is not in violation of the Displaced Energy Workers Bill of Rights as provided under Section 10-25 of the Energy Community Reinvestment Act (20 ILCS 735/) at the time of the submission of the Part 1 Proposal.

A Bidder found to be acting in concert with another Bidder, directly or through an entity involved in the Projects for both Bidders, will be disqualified by the Procurement Administrator. If a Seller knows that specific information in the Part 1 Proposal may change prior to the decision of the Commission on the results of the AIC procurement event, the Seller must disclose this fact. If the Officer of the Seller cannot make the last representation on behalf of the Bidder then a representative of the Bidder must make this representation separately.

The Seller makes these certifications by using the AIC P1 Seller Certifications Insert prepared for this purpose. If a Seller knows that specific information in the Part 1 Proposal may change during the period referenced in these certifications, the Seller must disclose this fact. The AIC P1 Seller Certifications Insert is also labelled INSERT #P1-10 and must be completed either by: (i) printing, signing, and scanning the Insert; or by: (ii) digitally signing the Insert using an Acceptable Digital Signature as defined above. The Bidder provides the completed Insert by email or by upload to the application website

III.4.5. Information required in this Section III.4 must be provided exclusively by completing Section 3 of the online AIC Part 1 Form and by providing any documents as required by Section 3 of the online AIC Part 1 Form, as further explained in Article V.

III.5. Additional Requirements for the ComEd Procurement Event

III.5.1. Project Number. The Bidder must name the cycle applicable to the Project under PJM's New Services Requests process and provide the Queue/OASIS ID issued by PJM. If the Project does not have a Queue/OASIS ID under the New Services Requests process, the Bidder must provide evidence that the Project has been accepted into one of the following alternative PJM interconnection process: the Capacity Interconnection Rights (CIR) transfer process or the Surplus Interconnection Service (SIS) process.

- If the Project will use an alternate interconnection process with PJM, the Bidder must name the alternative PJM interconnection process applicable to the Project and provide documented evidence issued by PJM that the Project has been accepted into the process. Additionally, the Bidder must explain the milestones that have been completed under that process and the steps and timeline remaining for the Project to complete the process. The explanation must provide reasonable assurances that the Project will achieve Commercial Operations by December 31, 2029. Unless the Project is accepted into one of the alternative PJM interconnection processes specifically identified in this Paragraph III.5.1, the Procurement Administrator may, in its discretion, decline to consider any other alternative PJM interconnection process as satisfying this requirement. Any alternate PJM interconnection process must be fully approved for use by PJM and explained within PJM issued rules, manuals and agreements to be considered.

III.5.2. Project Location. The Bidder must provide the following information about the Project location:

- The Project must have a point of interconnection within the ComEd LDA. The ComEd LDA is the geographic boundary of the ComEd territory. The Bidder must provide supporting documentation issued under the interconnection process with PJM that the point of interconnection for the Project will be within the ComEd LDA.

- A Bidder must provide the complete address for the Project including either the street address or coordinates, and the city, state, and zip code. If the Project is located in a state adjacent to Illinois and has been pre-approved for participation by the IPA based on the public interest criteria, the Bidder must provide evidence of this determination.
- The requirements of this paragraph only apply to a Project located in Illinois. An Energy Transition Community Grant Area (ETCGA) is an area that is both: (i) within a 30-mile radius of the coordinates associated with a plant or mine in Table A in Appendix 14 to the RFP Rules; and (ii) within Illinois. The Bidder must state whether at least 50% of the Project site is located within an ETCGA. The Project may be located in more than one ETCGA. If so:
    - the Bidder must name of the plant(s) and/or mine(s) from Table A associated with the ETCGA(s) applicable to the Project.
    - The Bidder must provide evidence that at least 50% of the Project site is located within the applicable ETCGA(s), such as a map that clearly displays the distance between the plant(s) and/or mine(s) and the Project site and includes the names of the plant(s) and/or mine(s).
    - The Officer of the Seller must certify that at least 50% of the Project site will be located within the boundary of the ETCGA(s) associated with the plant(s) and/or mine(s) named in the Part 1 Proposal. The Officer of the Seller makes this certification by using the Energy Transition Community Grant Insert prepared for this purpose. The Energy Transition Community Grant Insert is also labelled INSERT #P1-8 and must be completed either by: (i) printing, signing, and scanning the Insert; or by: (ii) digitally signing the Insert using an

Acceptable Digital Signature as defined above. The Bidder provides the completed Insert by email or by upload to the application website. Whether at least 50% of the Project site will be located within the boundary of the ETCGA(s) will be accounted for in the case of Tied Bids, as defined and described in Paragraph V.2.10.

III.5.3. Representations about the Project. The Officer of the Seller must make the following representations applicable to the Project:

- the Project is a new Stand-alone energy storage resource as this term is defined in the Act and the Seller has made all investigations it deems necessary to make this determination;
- the Project is not a repowered facility;
- the Commercial Operation Date for the Project, as this term is defined in the ISC Contract, did not occur before June 1, 2026;
- the Project has reached the appropriate development milestones to fully expect that the Project will achieve Commercial Operations by December 31, 2029;
- the Project has or will have a single revenue quality meter that satisfies the requirements of the applicable regional transmission organization and that measures or will measure its generation output;
- the Project is interconnected within the ComEd LDA as defined by PJM, and the physical interconnection is with the transmission system operated by PJM and is not with a distribution system;
- the Project did not receive a distributed storage rebate pursuant to 220 ILCS 5/16-107.6.;
- the Project is not and will not be an energy storage system whose costs are being recovered through rates regulated by Illinois or any other state or states;

- The initial and ongoing operational requirements for the Project are described in Sections 2.5 and 2.6 of the ISC Contract. The Seller acknowledges (a) the Project must operate for a duration of 4 hours of continuous discharge; and (b) as of the Commercial Operations Date, the round-trip efficiency (RTE) must be at least 85%; and
- The cybersecurity requirements for the Project are described in Section 2.8 of the ISC Contract. The Seller acknowledges the Project must comply with applicable required cybersecurity standards and requirements as mandated by the entity or entities overseeing the Project's approval for interconnection to the grid.

The Seller makes these certifications by using the ComEd P1 Project Certifications Insert prepared for this purpose. The ComEd P1 Project Certifications Insert is also labelled INSERT #P1-11 and must be completed either by: (i) printing, signing, and scanning the Insert; or by: (ii) digitally signing the Insert using an Acceptable Digital Signature as defined above. The Bidder provides the completed Insert by email or by upload to the application website. Regardless of the reason, if any information provided in the Part 1 Proposal changes or any previous certification fails to remain valid, it is the sole responsibility of the Bidder and the Seller to notify the Procurement Administrator.

III.5.4. Additional Representations about the Seller. The Seller must make the following representations applicable to the Seller and the Bidder:

- The Seller as identified in the Proposal is the entity that will sign the ISC Contract with ComEd if the Bid for the Project is selected in the ComEd procurement event and approved by the Illinois Commerce Commission;
- The Seller owns the Project and fully expects to own the Project at the time of execution of the ISC Contract;
- The Seller understands and accepts the terms of the ISC Contract;

- The Seller acknowledges that ISCs are a virtual unit of measurement of the Project's Availability and performance, generated from the Project and used solely for purposes of calculating payments under the ISC Contract, and are not independent of the Project or a standalone product separate from the Project;
- The Seller, including its contractors and subcontractors, rendering services under the ISC Contract will comply with the requirements of the Prevailing Wage Act, including but not limited to, all wage requirements and notice and record keeping duties, or if the Project is not located in Illinois, the Seller will demonstrate, at minimum, wage parity with the prevailing wage requirements in Illinois as required under the ISC Contract;
- The terms and requirements for posting of collateral with ComEd under the ISC Contract are provided in the ISC Contract. The Seller acknowledges that a Collateral Requirement, equal to $50,000 times the Proposed Contract Capacity with respect to the Project, is required on the fifteenth (15th) business day after the Commission Bid Approval Date. The Collateral Requirement will decline over the term of the ISC Contract;
- The Part 1 Proposal will remain in full force and effect until fourteen (14) business days after the anticipated date of the Illinois Commerce Commission decision on the ComEd procurement event;
- If, for any reason and due to any circumstance, any information provided in the Part 1 Proposal for a Project changes or any previous certification fails to remain valid before that date, the Bidder or the Seller will notify the Procurement Administrator of such change as soon as practicable, and failing to do so may result in disqualification of the Project;

- The submission of the Part 1 Proposal constitutes the Bidder's and the Seller's acceptance of all the terms and conditions of these RFP Rules, regardless of the outcome of the ComEd procurement event or the outcome of such Proposal;
- The Officer of the Seller has no knowledge of the Bidder, the Seller, or any other entity currently involved in the Project being part of a bidding agreement, a bidding consortium, or any other type of agreement with another Bidder related to bidding in this RFP;
- All information provided in the Part 1 Proposal is true and accurate to the best of the Officer's knowledge and belief;
- All information provided to meet the commercial readiness requirement in the Part 1 Proposal is correct, and all entities for which the evidence of experience was provided are on the Project Team and are affiliated with the Seller;
- The Seller is not in violation of the Displaced Energy Workers Bill of Rights as provided under Section 10-25 of the Energy Community Reinvestment Act (20 ILCS 735/) at the time of the submission of the Part 1 Proposal; and
- The Bidder is not in violation of the Displaced Energy Workers Bill of Rights as provided under Section 10-25 of the Energy Community Reinvestment Act (20 ILCS 735/) at the time of the submission of the Part 1 Proposal.

A Bidder found to be acting in concert with another Bidder, directly or through an entity involved in the Projects for both Bidders, will be disqualified by the Procurement Administrator. If a Seller knows that specific information in the Part 1 Proposal may change prior to the decision of the Commission on the results of the ComEd procurement event, the Seller must disclose this fact. If the Officer of the Seller cannot make the last representation on behalf of the Bidder then a representative of the Bidder must make this representation separately.

The Seller makes these certifications by using the ComEd P1 Seller Certifications Insert prepared for this purpose. If a Seller knows that specific information in the Part 1 Proposal may change during the period referenced in these certifications, the Seller must disclose this fact. The ComEd P1 Seller Certifications Insert is also labelled INSERT #P1-12 and must be completed either by: (i) printing, signing, and scanning the Insert; or by: (ii) digitally signing the Insert using an Acceptable Digital Signature as defined above. The Bidder provides the completed Insert by email or by upload to the application website.

III.5.5. Information required in this Section III.5 must be provided exclusively by completing Section 3 of the online ComEd Part 1 Form and by providing any documents as required by Section 3 of the online ComEd Part 1 Form, as further explained in Article V.

III.6. Financial Information

III.6.1. Credit Ratings for Seller. The Part 1 Proposal must indicate whether the Seller's senior long-term debt is rated by S&P Global Ratings ("S&P"), Moody's Investors Service ("Moody's"), or Fitch Ratings ("Fitch"). If so, all such ratings for the Seller must be provided.

III.6.2. Credit Ratings of a Guarantor. If the Seller intends to rely on the financial standing of another entity as guarantor, the Seller must name the entity and the Seller must indicate whether the guarantor's senior long-term debt is rated by S&P, Moody's, or Fitch. If so, all such ratings for the Seller must be provided.

III.6.3. Agency Agreement. An Agency Agreement is a specific relationship whereby a first party, the "principal", agrees that certain defined actions by a second party, the "agent", can bind the principal. A Bidder that is submitting a Proposal for a Seller operating under an Agency Agreement will be subject to additional requirements in the Part 1 Proposal. The Bidder must indicate in the Part 1 Proposal that the Seller is operating under an Agency Agreement.

Such additional requirements will be provided to the Bidder, should they apply, in a separate notice.

III.6.4. Information required in this Section III.6 must be provided exclusively by completing Section 4 of the online Part 1 Form and by providing any documents required by Section 4 of the online Part 1 Form, as further explained in Article V.

III.7. Bid Participation Fee

III.7.1. The Bidder is required to pay a non-refundable Bid Participation Fee of $10,000 for each Project presented in the RFP.

III.7.2. The Bid Participation Fee will be used to cover part of the costs of the procurement events. A Bidder that has paid the Bid Participation Fee will not be reimbursed, even if all Projects presented by the Bidder fail to meet the requirements of the Part 1 Proposal or the Part 2 Proposal or if the Bidder decides not to continue its participation in the procurement event.

III.7.3. Such Bidder must pay the Bid Participation Fee to the IPA as a condition of the Project fulfilling the requirements of the Part 1 Proposal. The Procurement Administrator will issue instructions for the payment of the Bid Participation Fee prior to the opening of the Part 1 Window that will include the available methods of payment. Instructions for submission of the Bid Participation Fee are available from the Procurement Administrator upon request.

III.7.4. The Bid Participation Fee is due by the Part 1 Date and such Bidder must provide evidence of compliance with this requirement with its Part 1 Proposal. Such evidence must show that payment has been made in accordance with the instructions issued by the Procurement Administrator. Such evidence is provided by email or by upload to the application website. Notwithstanding whether or not a Bidder has provided such evidence with a Part 1 Proposal, for the Bidder to be eligible to present its Projects further in a procurement, the

Procurement Administrator must be able to get confirmation from the IPA that the IPA has received payment of the Bid Participation Fee from the Bidder.

III.7.5. Information required in this Section III.7 must be provided exclusively by completing Section 5 of the online Part 1 Form and by providing any documents as required by Section 5 of the online Part 1 Form, as further explained in Article V.

III.8. Option to Provide Comments on Credit Instruments

III.8.1. If the Bidder is presenting Proposals for multiple Projects in a procurement event, the Bidder may only submit the materials for this section once, with the first Project for which a Proposal is submitted in that procurement event. A Bidder presenting Proposals in the AIC procurement event may provide comments on or propose modifications to each Pre-Bid Letter of Credit drawn for the benefit of AIC and on each option for the Post-Bid Letter of Credit. A Bidder presenting Proposals in the ComEd procurement event may provide comments on or propose modifications to each Pre-Bid Letter of Credit drawn for the benefit of ComEd and on each option for the Post-Bid Letter of Credit.

III.8.2. <u>Post-Bid Letter of Credit</u>. The ISC Contract includes, as Exhibit E, a standard Irrevocable Standby Letter of Credit for a Company that may be used to post security under the terms of the ISC Contract. This section of the RFP Rules refers to this letter of credit as the "Post-Bid Letter of Credit". There are two (2) options for the Post-Bid Letter of Credit as well as more than one sample for the Letter of Full Transfer. A Bidder may provide comments on or propose modifications to the Post-Bid Letter of Credit. Any one of a Bidder's comments or proposed modifications to the Post-Bid Letter of Credit may result in an addition to the list of modifications to the Post-Bid Letter of Credit approved by the Company for use by all Bidders on an optional basis. The Bidder provides comments and proposes modifications exclusively by submitting a redline of the Post-Bid Letter of Credit in Microsoft Word format. This document is provided by email or by upload to the application website.

III.8.3. Pre-Bid Letters of Credit. A Bidder submits financial guarantees for its Projects by providing either cash or a letter of credit to AIC or ComEd, depending on in which procurement event the Project has qualified, in the Part 2 Proposal. If the Issuing Bank will be submitting a Pre-Bid Letter of Credit for a Company by electronic means, the Standard Pre-Bid Letter of Credit – Electronic Version must be used for that Company ("Electronic Version"). If the Issuing Bank will be submitting a Pre-Bid Letter of Credit to a physical address, the Standard Pre-Bid Letter of Credit – Hardcopy Version must be used for that Company ("Hardcopy Version"). The Standard Pre-Bid Letters of Credit are provided as appendices to these RFP Rules. The Electronic Version and Hardcopy Version for a Company contain different terms to accommodate transmission and presentation of documents either by electronic means or to a physical address. A Bidder may include any modifications to the Standard Pre-Bid Letter of Credit acceptable to that Company, applicable specifically to either the Electronic Version or Hardcopy Version, and posted to the procurement website. Each of the Electronic Versions and Hardcopy Versions of the Pre-Bid Letters of Credit have been posted in separate zip files along with the corresponding lists of modifications acceptable to each Company. Any one of a Bidder's comments or proposed modifications to a Pre-Bid Letter of Credit may result in an addition to the list of modifications to the Pre-Bid Letter of Credit approved by the Company for use by all Bidders on an optional basis. The Bidder provides comments and proposes modifications exclusively by submitting a redline of a Pre-Bid Letter of Credit in Microsoft Word format. This document is provided by email or by upload to the application website.

III.8.4. A Bidder presenting Proposals for multiple Projects in the AIC or the ComEd procurement event may only submit a single document with all of its comments and proposed modifications for each of the Pre-Bid Letter of Credit and each Post-Bid Letter of Credit option.

III.8.5. Information that may be submitted under this Section III.8 must be provided exclusively by completing Section 6 of the online Part 1 Form and by providing any documents as required by Section 6 of the online Part 1 Form, as further explained in Article V.

ARTICLE IV. Part 2 Proposal Requirements

A Part 2 Proposal serves to present additional information for a single Project in a procurement event 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. For Projects presented in the AIC procurement event, the Bidder must use the dedicated online AIC Part 2 Form. For Projects presented in the ComEd procurement event, the Bidder must use the dedicated online ComEd Part 2 Form. If a Bidder ultimately decides not to present a Part 2 Proposal for a Project that qualified through a successful Part 1 Proposal, such Bidder should notify the Procurement Administrator of this decision by email. The entity named as the Seller in the Part 1 Proposal cannot be changed.

Specific times for submission of materials are provided in the RFP Rules. All such times are Central Prevailing Times unless specifically noted. The close of the business day will be 6 PM for purposes of processing Proposals.

An Acceptable Digital Signature is a digital signature together with an additional document or information that verifies the identity of the signatory. Additional documentation or information may include: (i) a certificate of completion if the signatory uses DocuSign; (ii) a Final Audit Report if the signatory uses Adobe Sign; (iii) evidence that the digital signature has been certified by the signatory using a document signing certificate; or (iv) other documentation or information produced by a commercially available software that can be used by the Procurement Administrator to verify the identity of the signatory. Digital signatures without a document or information verifying the identity of the signatory are not acceptable; signature images and other electronic signatures are not acceptable.

IV.1. Contact and Project Information

IV.1.1. Contact Information. A Bidder submits, in the Part 1 Proposal, the name of the Project, the Power Capacity of the Project in MW (AC rating), the address for the Seller, the address for the Bidder (if the Bidder and the Seller are not the same entity), as well as contact information for the Representatives. Except for the contact information for the additional Representatives, the online Part 2 Form will display the information that the Bidder provided in the Part 1 Proposal in this regard. The Bidder must review all such information and must provide all relevant updates for any portion of this information that is no longer valid.

- The Bidder must update as necessary the address for the Seller and the address for the Bidder (if the Bidder and the Seller are not the same entity).
- The Bidder must update the contact information for the Representatives in the applicable procurement event (either the AIC procurement event or the ComEd procurement) as necessary by fully completing the Representative Insert prepared for this purpose and available on the procurement website. The Representative Insert is also labelled INSERT #P1-1. The Bidder provides updates to the Representative Insert by email or by upload to the application website. A Bidder that presents Proposals for multiple Projects in the applicable procurement event and is providing an updated Representative Insert must submit the updated Representative Insert only once.
- The name of the Project provided in the Part 1 Proposal cannot be changed in the Part 2 Proposal.
- Additional Requirements for a Joint Venture are provided in Section IV.3.

IV.1.2. Project Labor Agreement Information. A Bidder that provided evidence in the Part 1 Proposal that the Project Labor Agreement and any amendments thereto for the Project were filed with the Director of the IPA, must upload evidence that the IPA has determined that such Project Labor Agreement 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 provided with the Part 2 Proposal.

IV.1.3. Labor Peace Agreement Information. A Bidder that provided evidence in the Part 1 Proposal that the Labor Peace Agreement for the Project was filed with the IPA, must upload evidence that the IPA has determined that such Labor Peace Agreement is complete. If evidence of this determination was already provided with the Part 1 Proposal, then the evidence does not need to be provided with the Part 2 Proposal.

IV.1.4. The information required by this Section IV.1 must be provided exclusively by completing Section 1 of the online Part 2 Form and by providing any documents required by Section 1, as further explained in Article V.

IV.2. Bid Assurance Collateral to AIC or ComEd

IV.2.1. A Bidder with Projects that qualified through a successful Part 1 Proposal for the AIC procurement event must submit bid assurance collateral for its Projects to AIC. A Bidder with Projects that qualified through a successful Part 1 Proposal for the ComEd procurement event must submit bid assurance collateral for its Projects to ComEd.

IV.2.2. Amount of Bid Assurance Collateral. A Bidder must submit bid assurance collateral for its Projects in the form of cash or a letter of credit to the applicable Company 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 in a procurement event may post bid assurance collateral by effecting a single wire transfer or a single Pre-Bid Letter of Credit for all Projects in that procurement event. In this case, to determine the amount of bid assurance collateral across all Projects, the amount of bid assurance collateral for each Project should be calculated and then the amounts, each already rounded up to the nearest $100, should be summed across all Projects in that procurement event. The amount of bid assurance collateral required is $20,000 times the Power Capacity (MW) for the Project.

For the Bidder to be able to submit a Bid on a Project, the Bidder must have submitted bid assurance collateral to the applicable Company in an amount that is sufficient given the Project size. In the case where a Bidder submits Proposals for multiple Projects in a procurement event and elects to effect a wire transfer or to submit a Pre-Bid Letter of Credit that covers two (2) or more of the Bidder's Projects, then if the Bidder fails to provide bid assurance collateral, or if the amount of the bid assurance collateral is insufficient for all of the Bidder's Projects in that procurement event, the Part 2 Proposals for all of the Bidder's Projects in that procurement event will be considered deficient.

IV.2.3. Election of Cash or Letter of Credit as Bid Assurance Collateral and Overview of Requirements. A Bidder must submit bid assurance collateral for the Project in the form of cash or in the form of a Pre-Bid 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. These standard forms, each a "Standard Pre-Bid Letter of Credit", are provided as Appendices 6 through 9 to these RFP Rules.

- The Bidder must elect whether it is providing the bid assurance collateral in the form of cash or in the form of a Pre-Bid Letter of Credit. If the Bidder is electing to submit bid assurance collateral in the form of a letter of credit, then the Bidder must further indicate whether the Electronic Version or the Hardcopy Version of the Company's Standard Pre-Bid Letter of Credit will be used (using any of the acceptable modifications to such Standard Pre-Bid Letter of Credit, as appropriate).

- A Company may draw upon the Pre-Bid Letter of Credit or a Company may draw upon a cash deposit if: (i) the 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 (ii) the 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 (iii) 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 (iv) the 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. In the context of the Pre-Bid Letter of Credit for a Company or a cash deposit for a Company submitted as bid assurance collateral, applicable supplier contract means the ISC Contract prepared for the Seller by the Company.
- Whether providing bid assurance collateral in the form of cash or a letter of credit for a Company, the Bidder must follow all instructions provided by the Procurement Administrator for transmission of bid assurance collateral to the applicable Company. Such instructions are provided to a Bidder after submission of the Part 1 Proposal by that Bidder and no later than the date of the Part 1 Notification. Such instructions include the address (electronic or physical) where the Issuing Bank should send the

Pre-Bid letters of Credit, account information for each Company for completing fields in the Pre-Bid Letters of Credit, as well as wire transfer information for cash deposits.

- If a Bidder submits bid assurance collateral for the Project in the form of cash, the Bidder may elect for its cash to be retained by the applicable Company as Seller's Performance Assurance under the ISC Contract with such Company for such Project should the Bid for the Project be selected by the bid evaluation procedure in the applicable procurement event and approved by the Commission. Such election is made in the AIC or ComEd Contract Insert as applicable, as further described in Paragraphs IV.4.1 and IV.5.1 respectively.

IV.2.4. 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.

- Such Bidder must acknowledge the conditions under which cash may be drawn by a 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 completing the Cash Insert for the applicable Company prepared for this purpose and available on the procurement website. The Cash Insert for AIC is labelled INSERT #P2-1. The Cash Insert for ComEd is labelled INSERT #P2-2. The Cash Inserts for AIC and/or ComEd must be completed either by: (i) printing, signing, and scanning the Insert; or by: (ii) digitally signing the Insert using an Acceptable Digital Signature as defined above. Such Bidder provides the required Cash Insert(s) by email or by upload to the application website.
- Such Bidder must provide all information required for the return of cash tendered as bid assurance collateral, as specified in Paragraph IV.2.5.

- If such Bidder presents Proposals for multiple Projects in a procurement event: (i) such Bidder may effect a single wire transfer to the applicable Company to provide the required bid assurance collateral for all Projects or, strictly at the Bidder's option, a Bidder may provide more than one wire transfer (for example, providing a separate wire transfer for each Project); (ii) such Bidder is only required to submit a Cash Insert for that Company once; and (iii) such Bidder is required to provide information for the return of cash more than once only to the extent that the entity to which the cash will be returned is not the same across all Projects in that procurement event.

IV.2.5. Return of Bid Assurance Collateral Provided in the Form of Cash. The Bidder must name the entity or entities to which cash tendered as bid assurance collateral will be returned. For each such entity, the Bidder must provide:

- A W-9 (2024 version).
- On the entity's letterhead, a draft request for the return of cash to the Company for which it is providing cash as bid assurance collateral. In addition to being on the entity's letterhead, such request must: (i) provide the name of the Bidder for identification purposes; (ii) include wire instructions; (iii) include the name and title of the signatory; and (iv) 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. A fully executed request for return of cash is acceptable in lieu of submitting a draft request.

Samples of a request for return of cash posted as bid assurance collateral that are acceptable to the Companies are provided in Appendices 10 and 11 to these RFP Rules. Furthermore, the following requirement for AIC also applies:

- A Bidder that provides cash as bid assurance collateral for 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.

The Bidder provides these documents by email or by upload to the application website. All bid assurance collateral remains in place until the Commission has rendered a decision on the results of the procurement event. For Bidders that have Bids on Projects approved by the Commission in either the AIC or the ComEd procurement event , bid assurance collateral remains in place for a Company until all of the following have occurred: (i) full execution of the ISC Contract with the Company; (ii) posting of Seller's Performance Assurance under the ISC Contract with the Company; and (iii) receipt of payment of the Supplier Fees by the IPA. Furthermore, return of cash tendered as bid assurance to a Company is not initiated until the Company receives fully executed request for return of cash in a form acceptable to the Company. AIC requires additionally that an account in AIC's vendor portal be set up for the entity to which cash is returned.

IV.2.6. 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.

- An executed Pre-Bid Letter of Credit for a Company must be sent to that Company (and, in the case of an Electronic Version, to the Procurement Administrator as well).
- If the Issuing Bank is sending the Pre-Bid Letter of Credit for a Company via electronic means, the Electronic Version of the Pre-Bid Letter of Credit for a Company must be used. The Issuing Bank must send the Pre-Bid Letter of Credit to the email addresses specified by the Procurement Administrator for that Company and for the Procurement Administrator. The Issuing Bank must send the Pre-Bid Letter of Credit 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 a hardcopy of the Electronic Version of the Pre-Bid Letter of Credit is sent to the physical address of the Company, the Procurement Administrator may require additional information and documents from the Bidder or the Issuing Bank.

- If the Issuing Bank is sending the Pre-Bid Letter of Credit to the Company's physical address, the Hardcopy Version of the Pre-Bid Letter of Credit for that Company must be used. The Issuing Bank must send the Pre-Bid Letter of Credit to the address provided in Paragraph 15 in the Pre-Bid Letter of Credit.
- Such Bidder must either use a Standard Pre-Bid Letter of Credit (Electronic Version or Hardcopy Version as appropriate) for that Company provided as an appendix to these RFP Rules, or the Bidder must submit 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.
- A Bidder presenting Proposals for multiple Projects in a procurement event and that elects to provide bid assurance collateral in the form of a letter of credit for a Company may present a single Pre-Bid Letter of Credit to that Company for all Projects presented by the Bidder in that procurement provided that: (i) the Bidder and all Sellers are properly identified in the Pre-Bid Letter of Credit; and (ii) the entity or entities named in Paragraph 2 of the letter of credit consist of the Bidder, and/or one or more of the Sellers, and/or another entity identified in the Part 1 Proposal and associated with the Projects. Notwithstanding the provision of this paragraph, a Bidder may, at its option, provide more than one letter of credit (for example, providing a separate letter of credit for each Project) instead of providing a single letter of credit for all Projects presented by the Bidder in that procurement event.

IV.2.7. Return of Bid Assurance Collateral in the Form of a Letter of Credit. All bid assurance collateral remains in place until the Commission has rendered a decision on the results of the procurement event. For Bidders that have Bids on Projects approved by the Commission in either the AIC or the ComEd procurement event, bid assurance collateral remains in place for a Company until all of the following have occurred: (i) full execution of the ISC Contract with the Company; (ii) posting of Seller's Performance Assurance under the ISC Contract with the Company; and (iii) receipt of payment of the Supplier Fees by the IPA. A Pre-Bid Letter of Credit expires on the date stated as part of its terms, twenty-one (21) business days after the anticipated date of the Commission decision on the procurement event.

IV.2.8. A Bidder provides information required in this Section IV.2 by completing Section 2 of the online Part 2 Form and by providing any documents required by Section 2 of the online Part 2 Form, as further explained in Article V.

IV.3. Additional Requirements for Joint Ventures

IV.3.1. Contact Information. If the address of a Partner has changed, or if the contact information for the Signatories is no longer valid, the Bidder must provide updated information in the Part 2 Proposal.

IV.3.2. Representations. All representations that are made by the Officer of the Seller must also be made by a Signatory of each of the Partners.

- Representations for the Part 2 Proposal required for the AIC procurement event are made using the AIC P2 Certifications Insert (labelled INSERT #P2-4) and the AIC P2 Confidentiality Certifications Insert (labelled INSERT #P2-5).
- Representations for the Part 2 Proposal required for the ComEd procurement event are made using the ComEd P2 Certifications Insert (labelled INSERT #P2-7) and the ComEd P2 Confidentiality Certifications Insert (labelled INSERT #P2-8).

IV.4. Additional Requirements for the AIC Procurement Event

IV.4.1. Information to Prepare the ISC Contract. A Seller is asked to provide specific information necessary for the preparation of the ISC Contract. The ISC Contract is prepared by AIC after the Procurement Administrator notifies the Bidder that the Bid on the Project in the AIC procurement event has been approved by the Commission. Such information includes:

- Contact information for receipt of notices issued under the ISC Contract; and
- Whether the Seller is electing for any cash submitted as bid assurance collateral to be retained by AIC as Performance Assurance. The Seller is entirely responsible to post additional collateral as needed to meet the creditworthiness requirements of the ISC Contract.

A Seller provides this information by providing the fully completed AIC Contract Insert prepared for this purpose and available on the procurement website. The AIC Contract Insert is also labelled INSERT #P2-3. The Bidder provides the AIC Contract Insert in Microsoft Word format by email or by upload to the application website. An AIC Contract Insert in pdf format will not be accepted. If a Bidder fails to submit the AIC 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, then the Procurement Administrator will require the AIC Contract Insert 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.

IV.4.2. Representations. The Officer of the Seller must make the representations that are required by this section regarding the content of the Part 2 Proposal as well as the Bid and Post-Bid Process. If the Bidder and the Seller are different entities, a representative of the Bidder must also make these representations. The Seller has certified, in the Part 1 Proposal, that it understands and agrees to the terms of the ISC Contract and that it accepts the terms of the RFP Rules. In the Part 2 Proposal, the following acknowledgements and certifications must be made:

- All information in the Part 2 Proposal is true and accurate to the best of my knowledge and belief.
- I acknowledge that a Bid submitted with respect to the Project interconnected with the MISO Local Resource Zone 4 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 AIC procurement event. The Bid constitutes a binding and irrevocable commitment to accept amounts paid or owed under the terms of the ISC Contract with AIC as a counterparty calculated using the Strike Price as specified in the Bid;
- I acknowledge that Supplier Fees in the amount specified by the IPA must be paid to the IPA, within the deadlines set by the IPA and communicated by the Procurement Administrator, by the Seller or the Bidder if the Bid for the Project is selected in the AIC procurement event and approved by the Illinois Commerce Commission; and
- I agree that, if the Bid for the Project is selected in the AIC procurement event and approved by the Illinois Commerce Commission, the Seller will execute the ISC Contract with AIC as instructed by the Procurement Administrator.

The certifications and acknowledgments above are made by completing the AIC P2 Certifications Insert prepared for this purpose and available on the procurement website. The AIC P2 Certifications Insert is also labelled INSERT #P2-4 and must be completed either by: (i) printing, signing, and scanning the Insert; or by: (ii) digitally signing the Insert using an Acceptable Digital Signature as defined above. The Bidder provides the AIC P2 Certifications Insert by email or by upload to the application website.

IV.4.3. <u>Confidentiality Certifications</u>. The Officer of the Seller must make the certifications that are required by this section. If the Bidder and the 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 AIC procurement event, all Contributors communicate Confidential Information relating to the Proposal only with each other and not to any other party. For the avoidance of doubt, the Contributors are those named in the Proposals for Projects presented by the Bidder in the AIC procurement event. The following certifications are required:

- 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;
- 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;
- 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 AIC 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 in the AIC 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 the AIC procurement event; the specific contents of the Proposal for the Project including the Bid for the Project; and the estimation of the risks associated with the terms of the ISC Contract;

- The Contributors have no knowledge of any Proposal submitted by another Bidder in response to the AIC procurement event; and
- The Contributors are in no way coordinating any aspect of the Bid 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.

A Bidder or a Seller that cannot make these certifications 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.

The certifications above are made by completing the AIC P2 Confidentiality Certifications Insert prepared for this purpose and available on the procurement website. The AIC P2 Confidentiality Certifications Insert is also labelled INSERT #P2-5 and must be completed either by: (i) printing, signing, and scanning the Insert; or by: (ii) digitally signing the Insert using an Acceptable Digital Signature as defined above. The Bidder provides the AIC P2 Confidentiality Certifications Insert by email or by upload to the application website.

IV.4.4. A Bidder provides information required in this Section IV.4 by completing Section 3 of the online AIC Part 2 Form and by providing any documents required by Section 3 of the online AIC Part 2 Form, as further explained in Article V.

IV.5. Additional Requirements for the ComEd Procurement Event

IV.5.1. Information to Prepare the ISC Contract. A Seller is asked to provide specific information necessary for the preparation of the ISC Contract. The ISC Contract is prepared by ComEd after the Procurement Administrator notifies the Bidder that the Bid on the Project in the ComEd procurement event has been approved by the Commission. Such information includes:

- Contact information for receipt of notices issued under the ISC Contract; and
- Whether the Seller is electing for any cash submitted as bid assurance collateral to be retained by ComEd as Performance Assurance. The Seller is entirely responsible to post additional collateral as needed to meet the creditworthiness requirements of the ISC Contract; 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 so that ComEd can prepare the Guaranty.

A Seller provides this information by providing the fully completed ComEd Contract Insert prepared for this purpose and available on the procurement website. The ComEd Contract Insert is also labelled INSERT #P2-6. The Bidder provides the ComEd Contract Insert in Microsoft Word format by email or by upload to the application website. A ComEd Contract Insert in pdf format will not be accepted. If a Bidder fails to submit the ComEd 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, then the Procurement Administrator will require the ComEd Contract Insert 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.

IV.5.2. Representations. The Officer of the Seller must make the representations that are required by this section regarding the content of the Part 2 Proposal as well as the Bid and Post-Bid Process. If the Bidder and the Seller are different entities, a representative of the Bidder must also make these representations. The Seller has certified, in the Part 1 Proposal, that it understands and agrees to the terms of the ISC Contract and that it accepts the terms of the RFP Rules. In the Part 2 Proposal, the following acknowledgements and certifications must be made:

- All information in the Part 2 Proposal is true and accurate to the best of my knowledge and belief.
- I acknowledge that a Bid submitted with respect to the Project interconnected with the PJM ComEd LDA 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 ComEd procurement event. The Bid constitutes a binding and irrevocable commitment to accept amounts paid or owed under the terms of the ISC Contract with ComEd as a counterparty calculated using the Strike Price as specified in the Bid;
- I acknowledge that Supplier Fees in the amount specified by the IPA must be paid to the IPA, within the deadlines set by the IPA and communicated by the Procurement Administrator, by the Seller or the Bidder if the Bid for the Project is selected in the ComEd procurement event and approved by the Illinois Commerce Commission; and
- I agree that, if the Bid for the Project is selected in the ComEd procurement event and approved by the Illinois Commerce Commission, the Seller will execute the ISC Contract with ComEd as instructed by the Procurement Administrator.

The certifications and acknowledgments above are made by completing the ComEd P2 Certifications Insert prepared for this purpose and available on the procurement website. The ComEd P2 Certifications Insert is also labelled INSERT #P2-7 and must be completed either by: (i) printing, signing, and scanning the Insert; or by: (ii) digitally signing the Insert using an Acceptable Digital Signature as defined above. The Bidder provides the ComEd P2 Certifications Insert by email or by upload to the application website.

IV.5.3. Confidentiality Certifications. The Officer of the Seller must make the certifications that are required by this section. If the Bidder and the 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 ComEd procurement event, all Contributors communicate Confidential Information relating to the Proposal only with each other and not to any other party. For the avoidance of doubt, the Contributors are those named in the Proposals for Projects presented by the Bidder in the ComEd procurement event. The following certifications are required:

- 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;

- 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;
- 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 ComEd 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 in the ComEd 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 the ComEd procurement event; the specific contents of the Proposal for the Project including the Bid for the Project; and the estimation of the risks associated with the terms of the ISC Contract;
- The Contributors have no knowledge of any Proposal submitted by another Bidder in response to the ComEd procurement event; and
- The Contributors are in no way coordinating any aspect of the Bid 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.

A Bidder or a Seller that cannot make these certifications 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.

The certifications above are made by completing the ComEd P2 Confidentiality Certifications Insert prepared for this purpose and available on the procurement website. The ComEd P2 Confidentiality Certifications Insert is also labelled INSERT #P2-8 and must be completed either by: (i) printing, signing, and scanning the Insert; or by: (ii) digitally signing the Insert using an Acceptable Digital Signature as defined above. The Bidder provides the ComEd P2 Confidentiality Certifications Insert by email or by upload to the application website.

IV.5.4. A Bidder provides information required in this Section IV.5 by completing Section 3 of the online ComEd Part 2 Form and by providing any documents required by Section 3 of the online ComEd Part 2 Form, as further explained in Article V.

IV.6. Bids

IV.6.1. Requirements for the Bid. A Bid for a Project is the Strike Price ($/MWh) used in the calculation of amounts paid or owed under the terms of the ISC Contract. Only one Bid may be submitted for a Project. A Bidder cannot submit a Bid for a portion of the Project. A Bid must be in $/MWh and must display as a number rounded to the nearest cent. The Bidder may not submit any additional instructions, contingencies, or conditions on its Bids. Any such additional instructions, contingencies, or conditions will be ignored.

IV.6.2. Bid Form and Confidential Information. The Procurement Administrator provides, electronically to each Bidder: (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 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. The Bidder makes this confirmation or request by using the check box in the online Part 2 Form prepared for this purpose or by email to the Procurement Administrator.

IV.6.3. Bid Form Guide. The Procurement Administrator provides a guide, the "Bid Form Guide", for completion of the Bid Form. The Bid Form Guide provides the requirements to identify the individuals who can complete and sign the certification in the Bid Form. Furthermore, the Bid Form Guide provides instructions for the optional encryption of the Bid Form, for the submission of the completed Bid Form to the Procurement Administrator via a secure bid transfer site, as well as for submission of Bids in case of technical difficulties with the secure bid transfer site.

IV.6.4. Bid Window. The Bidder's Bids must be received between 10 AM and 12 PM (noon) on the Bid Date. After a one-hour cure period during which Bidders may correct errors or inconsistencies in their Bid Forms, Bidders have no further ability to change their Bids. The Bid Window is then closed and Bids are evaluated. No late Bid Forms will be accepted.

IV.6.5. Processing of Bids During Bid Window. A Bidder must fulfill the requirements and follow the process described in this paragraph.

- A Bidder must fill out all required information on the Bid Form according to the instructions provided by the Procurement Administrator. The certification in the Bid Form must be completed and signed by an individual authorized to submit Bids. A Bidder must fill out contact information on its Bid Form and the Procurement Administrator will use that information to confirm receipt of the Bids. A Bidder may encrypt its Bid Form for additional security using the security code provided by the Procurement Administrator.

- A Bidder must submit the Bid Form to the Procurement Administrator through a secure bid transfer site according to the instructions provided by the Procurement Administrator.
- The Bidder must be available between 12 PM (noon) and 1 PM on the Bid Date to receive the assessment of whether the Bid Form is complete and consistent with the RFP Rules. The Procurement Administrator will at that time contact the Bidder by phone to provide this assessment. The Procurement Administrator may contact the Bidder for this purpose earlier than 12 PM (noon) on the Bid Date.
- If the Bid Form is deficient, the Bidder will have an opportunity to resubmit the Bid Form, and any such resubmission of a complete Bid Form will supersede all previously submitted Bid Forms as long as the resubmission is received by 1 PM on the Bid Date. If the Procurement Administrator is unable to contact the Bidder, the Procurement Administrator will send a notification by email to the Bidder stating this fact.

ARTICLE V. Process

V.1. Part 1 and Part 2 Proposals: Submission and Processing

V.1.1. Any notification or other written communication from the Procurement Administrator to a Bidder will be sent to the email addresses provided for the Representatives in a procurement event. In the case of a Joint Venture, the Procurement Administrator may communicate directly with one or more of the Signatories. Any such notification or communication will be deemed received by the Bidder at the time of delivery or transmission, provided that when delivery or transmission occurs after 6 PM on a business day or occurs on a day that is not a business day, receipt will be deemed to occur at 9 AM on the following business day. Any email from the Bidder to the Procurement Administrator should be addressed to Illinois-RFP@nera.com to ensure a prompt reply.

V.1.2. Any document or other information prepared and sent by the Procurement Administrator to a Bidder for its continued participation in a procurement event is sent through a secure electronic method to the Representatives for the procurement event. Any such document or other information will be deemed received by the Bidder at the time of delivery or transmission, provided that when delivery or transmission occurs after 6 PM on a business day or occurs on a day that is not a business day, receipt will be deemed to occur at 9 AM on the following business day.

V.1.3. The exclusive method of responding to the qualification standards listed in Article III of these RFP Rules is the use of the online Part 1 Form together with the use of Inserts to the online Part 1 Form available as separate forms on the procurement website or from the Procurement Administrator. For Projects presented in the AIC procurement event, the Bidder must use the dedicated online AIC Part 1 Form. For Projects presented in the ComEd procurement event, the Bidder must use the dedicated online ComEd Part 1 Form. The Bid Participation Fee must be paid to the IPA according to the instructions provided for this purpose. Documents (supporting documents and Inserts) may be uploaded to the application website or sent to the Procurement Administrator via email.

V.1.4. Responses to the qualification standards of Article III that do not use the online Part 1 Form and the Inserts prepared for this purpose will not be considered and the Part 1 Proposal will be considered deficient. Inserts to the online Part 1 Form may require the Bidder to provide specific information or to provide a signature. Any modification by the Bidder to these Inserts, other than providing such specific information or signature, will not be considered and the Part 1 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 these RFP Rules.

V.1.5. A Bidder must submit the Part 1 Proposal for a Project to the Procurement Administrator by 12 PM (noon) on the Part 1 Date. All times in this RFP are Central Prevailing Times unless specifically noted. No late Part 1 Proposals will be accepted under any circumstances.

V.1.6. If a Part 1 Proposal is received on any business day during the Part 1 Window, the Procurement Administrator acknowledges receipt on the business day the materials are received. If a Part 1 Proposal is received before 12 PM (noon) on any business day during the Part 1 Window prior to the Part 1 Date, the Procurement Administrator sends the results of an initial review by 12 PM (noon) on the third business day after the date the Part 1 Proposal is received. If a Part 1 Proposal is received after 12 PM (noon) on any business day during the Part 1 Window prior to the Part 1 Date, the Procurement Administrator sends the results of an initial review by 6 PM of the third business day after the date the Part 1 Proposal is received. The initial review either states that the Part 1 Proposal is complete and is being considered, or the initial review lists items of the Part 1 Proposal that are incomplete or require clarification. The initial review may state that the information and documentation provided in response to Paragraph III.1.8 remains under review, in which case the Procurement Administrator will provide a deadline by which the Bidder can expect the review of this information to be complete. Such deadline will be no later than 6 PM on the third business day after the date the initial review is sent.

V.1.7. If the Part 1 Proposal is incomplete or requires clarification, the Procurement Administrator sends a deficiency notice to the Bidder. If the Bidder receives a first deficiency notice from the Procurement Administrator regarding any item of the Part 1 Proposal, the Bidder has until 12 PM (noon) on the Part 1 Date, or until 6 PM on the second business day following the business day during which a first deficiency notice is sent to the Bidder, whichever comes later, to respond. If the Bidder responds to a deficiency notice within the time allowed but the response does not correct all deficiencies, the Bidder will, to the extent feasible, receive a further deficiency notice from the Procurement Administrator with additional time to respond. Such additional time to respond to a further deficiency notice will be no longer than (and may be shorter than) the time allowed under a first deficiency notice. If the Bidder does not correct or adequately explain the deficiency within the time allowed, the Part 1 Proposal for the Project may be rejected. If the Part 1 Proposal is being considered, the Procurement Administrator sends a notice to that effect. The Procurement Administrator may send requests for additional information to the Bidder after a notice that the Part 1 Proposal is being considered has been received by the Bidder.

V.1.8. A Bidder qualifies a Project pursuant to a successful Part 1 Proposal if its Part 1 Proposal is received on or before 12 PM (noon) on the Part 1 Date, if all relevant information has been received by the Procurement Administrator for the Project, and if the Part 1 Proposal fully complies with the qualification standards of Article III of these RFP Rules, including any requests for additional information from the Procurement Administrator.

V.1.9. The Procurement Administrator notifies each Bidder that submits a Part 1 Proposal for a Project whether that Project has met the qualification standards pursuant to a successful Part 1 Proposal by the Part 1 Notification Date. If a Bidder fails to qualify the Project, the Procurement Administrator notifies the Bidder of that fact by email.

V.1.10. If a Bidder qualifies the Project pursuant to a successful Part 1 Proposal, the Procurement Administrator transmits to the Bidder, using a secure electronic method, a Part 1 Notification as well as some documents necessary for the Bidder's continued participation in the procurement event. These documents are: (i) the Bid Form; (ii) a Bid Form Guide, which provides instructions for completing, encrypting, and submitting the Bid Form; (iii) an invitation to a training session on the Bid submission procedure; (iv) confidential information for submission of the Bid Form, including a username, a password, and a security code unique to that Bidder; and (v) the instructions for providing bid assurance collateral to the applicable Company. A Bidder submitting Proposals for multiple Projects will be provided with these documents only once.

V.1.11. The Procurement Administrator will inform Bidders of the amount of the Supplier Fee per MW no later than 6 PM two (2) business days before the Bid Date.

V.1.12. Except for the submission of Bids, the exclusive method of responding to the requirements listed in Article IV of these RFP Rules is the use of the online Part 2 Form together with the use of Inserts to the online Part 2 Form available as separate forms on the procurement website or from the Procurement Administrator. The bid assurance collateral must be transmitted to the applicable Company directly according to the instructions provided to the Bidder by the Procurement Administrator. Other documents (supporting documents and Inserts) may be uploaded to the application website or sent to the Procurement Administrator via email.

V.1.13. Responses to the requirements of Article IV that do not use the online Part 2 Form and the Inserts prepared for this purpose will not be considered and the Part 2 Proposal will be considered deficient. For Projects presented in the AIC procurement event, the Bidder must use the dedicated online AIC Part 2 Form. For Projects presented in the ComEd procurement event, the Bidder must use the dedicated online ComEd Part 2 Form. Inserts to the online Part 2 Form may require the Bidder to provide specific information or to provide a signature. 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 these RFP Rules.

V.1.14. The Bid Form, which is the exclusive method for the submission of Bids, is provided to each Bidder with the Part 1 Notification. Should such Bid Form require an amendment, the Procurement Administrator may send a replacement Bid Form no later than one (1) business day before the Bid Date through a secure electronic method. The Bid Form guide provided to Bidders with the Part 1 Notification can be used both for training purposes and for submission of Bids on the Bid Date. The Procurement Administrator may provide with any amended Bid Form an update to the Bid Form guide as needed. A sample of the Bid Form is provided for illustrative purposes as Appendix 12 of these RFP Rules.

V.1.15. A Bidder must submit the Part 2 Proposal, excluding Bids, to the Procurement Administrator by 12 PM (noon) on the Part 2 Date. All times in this RFP are Central Prevailing Times unless specifically noted. No late Part 2 Proposals will be accepted under any circumstances.

V.1.16. A Bidder must submit Bids for its Projects between 10 AM and 12 PM (noon) on the Bid Date. The Bid Form must be filled out completely and transferred in accordance with the instructions provided by the Procurement Administrator and in accordance with the requirements of this RFP. The Bid Form may be encrypted.

V.1.17. If a Part 2 Proposal (excluding Bids) is received on any business day during the Part 2 Window, the Procurement Administrator acknowledges receipt on the business day the materials are received. If a Part 2 Proposal (excluding Bids) is received before 12 PM (noon) on any business day during a Part 2 Window prior to the Part 2 Date, the Procurement Administrator sends the initial review by 12 PM (noon) on the second business day after the date the Part 2 Proposal was received. If a Part 2 Proposal (excluding Bids) is received after 12 PM (noon) on any business day during a Part 2 Window prior to the Part 2 Date, the Procurement Administrator sends the initial review by 6 PM on the second business day after the date the Part 2 Proposal was received. The initial review of the Part 2 Proposal (excluding Bids) states that the Part 2 Proposal (excluding Bids) is complete, or the initial review lists items of the Part 2 Proposal (excluding Bids) that are incomplete or require clarification.

V.1.18. A Bidder must post bid assurance collateral in accordance with the instructions provided by the Procurement Administrator. If a Bidder submits a Pre-Bid Letter of Credit for a Company, a Bidder's Part 2 Proposal (excluding Bids) is automatically deficient if the Bidder does not use the Standard Pre-Bid Letter of Credit for that Company or if the Bidder includes modifications to such Standard Pre-Bid Letter of Credit other than those approved by that Company and posted to the procurement website.

V.1.19. If the Part 2 Proposal (excluding Bids) is incomplete or requires clarification, the Procurement Administrator sends a deficiency notice to the Bidder. The Bidder has until 12 PM (noon) on the Part 2 Date, or until 6 PM on the second business day following the business day during which a first deficiency notice is sent to the Bidder, whichever comes later, to respond. If the Bidder responds to a deficiency notice within the time allowed but the response does not correct all deficiencies, the Bidder will, to the extent feasible, receive a further deficiency notice from the Procurement Administrator with additional time to respond. Such additional time to respond to a further deficiency notice will be no longer than (and may be shorter than) the time allowed under a first deficiency notice. If the Bidder does not correct or adequately explain the deficiency within the time allowed, the Part 2 Proposal may be rejected. If the Part 2 Proposal (excluding Bids) is complete, the Procurement Administrator sends a notice to that effect.

V.1.20. A Bidder's Bid for a Project is evaluated if the Project qualified pursuant to a successful Part 1 Proposal, if (i) the Bidder's Part 2 Proposal (excluding Bids) is received on or before 12 PM (noon) on the Part 2 Date, (ii) the Part 2 Proposal (excluding Bids) is complete and fully complies with the requirements of Article IV of these RFP Rules including any requests for additional information from the Procurement Administrator by 10 AM on the Bid Date, (iii) its Bid Form is received between 10 AM and 12 PM (noon) on the Bid Date, (iv) its Bid Form is submitted according to the instructions provided by the Procurement Administrator and the requirements of this RFP, and (v) its Bid Form is completely or consistently filled out according to the instructions provided by the Procurement Administrator and the requirements of this RFP. Each Bidder that submits a Part 2 Proposal for a Project will be notified by phone or by email whether its Bid for that Project will be evaluated by 2 PM on the Bid Date.

V.2. Bid and Post-Bid Process

V.2.1. A Bidder submits a Bid Form electronically according to the instructions from the Procurement Administrator and the requirements of this RFP. A Bidder is instructed to transfer a Bid Form through a secure bid transfer site. The Bidder must use a username and a password provided by the Procurement Administrator to access the secure bid transfer site. The Bidder may use a security code provided by the Procurement Administrator to encrypt the Bid Form. If the Bidder does not encrypt a Bid Form, the Bidder will be required to provide the security code by phone. A Bidder presenting Proposals for multiple Projects, regardless of whether the Projects are presented in one or both procurement events, is expected to submit one (1) Bid Form through a single transmission; a Bidder must request special arrangements from the Procurement Administrator and must receive approval from the Procurement Administrator to proceed in any other manner. Upon providing such approval, the Procurement Administrator will provide special instructions to the Bidder and such special instructions must be followed.

V.2.2. A Bidder that must resort to submitting a Bid Form by email because of technical difficulties must follow the instructions provided by the Procurement Administrator for this contingency. The Procurement Administrator will recommend that the Bid Form be encrypted using the security code unique to the Bidder. Bidders are to note that without encryption such transmission may not be secure.

V.2.3. All Bid Forms must be received between 10 AM and 12 PM (noon) on the Bid Date. All times in this RFP are Central Prevailing Times unless specifically noted. No late Bid Forms will be considered regardless of the method used by the Bidder to submit its Bid Form.

V.2.4. The period between 12 PM (noon) and 1 PM is a one-hour cure period during which the Procurement Administrator provides an assessment of the Bid Forms and during which Bidders may correct errors or inconsistencies. After the cure period, Bidders have no further ability to change their Bids. The Bid Window is then closed and Bids are evaluated. At least one Bid Form must be received between 10 AM and 12 PM (noon) from each Bidder; any Bid Form received between 12 PM (noon) and 1 PM that is complete and consistent with the RFP Rules supersedes all previously submitted Bid Forms by that Bidder. No Bid Forms will be accepted after 1 PM CPT on the Bid Date.

V.2.5. The Bidder must be available between 12 PM (noon) and 1 PM on the Bid Date to receive the assessment of whether the Bid Form is complete and consistent with the RFP Rules. The Procurement Administrator will at that time contact the Bidder by phone to provide this assessment. The Procurement Administrator may contact the Bidder earlier than 12 PM (noon) on the Bid Date to provide this assessment.

V.2.6. If a Bid Form is deficient, the Bidder will have an opportunity to resubmit the Bid Form and any such resubmission will supersede all previously submitted Bid Forms as long as the resubmission is received prior to 1 PM on the Bid Date. If the Procurement Administrator is unable to contact the Bidder, the Procurement Administrator will send a notification by email to the Bidder stating this fact. A Bid Form that is or remains incompletely or inconsistently filled out after 1 PM CPT on the Bid Date will be considered deficient and will not be evaluated.

V.2.7. It is the responsibility of the Bidder to ensure that a completely and consistently filled out Bid Form is submitted between 10 AM and 12 PM (noon) on the Bid Date. The Procurement Administrator will hold a training session for Bidders to practice the Bid submission process and will assist Bidders as needed to resolve any technical difficulties prior to the Bid Date.

V.2.8. The Public Utilities Act requires the Procurement Administrator to notify Bidders that the Procurement Administrator may, in its discretion, enter into post-Bid price negotiations with Bidders. The Procurement Administrator has decided that there will be no post-Bid negotiations.

V.2.9. The bid evaluation procedure is performed separately for the AIC procurement event and the ComEd procurement event. For each procurement event, the bid evaluation procedure proceeds in a number of steps. First, all Projects with Strike Prices that fail to meet or beat the benchmark for the procurement event are eliminated from further consideration. Second, Bids are ranked from lowest to highest in order of Strike Price. Third, Projects with the lowest Strike Prices are selected until all Projects are selected, or until selecting the Project with the next lowest Strike Price (the "Marginal Project") would result in exceeding the Target for that procurement event.

- If all Projects are selected, the bid evaluation procedure is complete.
- Otherwise, the bid evaluation procedure considers whether it is possible to select the Marginal Project. In this case, the "Remaining Target", which is the difference between the Target and the sum of the Power Capacities from Projects already selected, is strictly less than the Power Capacity of the Marginal Project.
  - If selecting the Marginal Project would result in exceeding the Target by no more than 50%, then the Marginal Project is selected.
  - If selecting the Marginal Project would result in exceeding the Target by more than 50%, then the Marginal Project is not selected and the Target is unfilled.

In no case will a Project be selected out of order of Strike Price.

V.2.10. It is possible that, for a given procurement event, there are several Projects with the same Strike Price and that selecting all such Projects would result in exceeding the Target for that procurement event. Such Projects are Marginal Projects and the Strike Prices for such Projects are "Tied Bids" (or such Projects are "Tied Projects" at the "Tied Price"). In such a case, the following steps are followed:

- The tie-breaking procedure identifies all combinations of Tied Projects for which the sum of the power capacities exceeds the Target by no more than 50%. Such a combination could consist of a single Project. If no such combination exists, the bid evaluation procedure ends and the Target remains unfilled.
- Otherwise, the tie-breaking procedure then identifies all combinations of Tied Projects for which the sum of the power capacities exceeds the Target by the same

fewest number of megawatts. If several combinations exist, then the combination with the greatest number of Projects that successfully demonstrated in the Part 1 Proposal that at least 50% of the Project site for such Project is located within an ETCGA is selected. If there remains more than one such combination, then the combination is selected at random, with each such combination having an equal probability of being selected. If there are no Projects that meet the aforementioned ETCGA criteria included within the combinations of Tied Projects for which the sum of the power capacities exceeds the Target by the same fewest number of megawatts, then the combination is selected at random, with each such combination having an equal probability of being selected.

V.2.11. The Procurement Administrator expects to notify a Bidder that had Bids on Projects that were evaluated whether any of the Bidder's Bids are identified as winning Bids by the Procurement Administrator by 6 PM on the Bid Date. A Bid on a Project is a "winning Bid" if it is selected by the bid evaluation procedure. Such notification is made earlier to the extent practicable or may be made on the next business day as circumstances warrant. The Procurement Administrator provides to the Bidder a list of the Projects for which Bids were evaluated. The Procurement Administrator identifies the Projects with Bids identified as winning Bids. This notification occurs by phone with a written confirmation by electronic means. The Procurement Administrator provides no other information to a Bidder about the results of each procurement event.

V.2.12. Within two (2) business days of the Bid Date, the Procurement Administrator submits to the Commission a confidential report that will provide the results of the AIC and ComEd procurement events as well as a recommendation on whether the results should be accepted or rejected. Within two (2) business days of the Bid Date, the Procurement Monitor also submits to the Commission a confidential report regarding the results of the

AIC and ComEd procurement events as well as a recommendation on whether the results should be accepted or rejected. The Commission is expected to decide whether to accept or reject the results of the procurement events within two (2) business days of receiving the confidential reports from both the Procurement Administrator and the Procurement Monitor.

V.2.13. The Procurement Administrator will contact the Representatives of each Bidder with Bids on Projects identified by the Procurement Administrator as winning Bids to the Commission to ensure that the contact information of such Representatives remains correct and up-to-date as early as practicable. If the Procurement Administrator notifies a Bidder that the Bidder has Bids on Projects that the Procurement Administrator identified as winning Bids, and if the Bidder did not fully complete the Contract Inserts, the Bidder will be required to provide all information required by the applicable Contract Inserts promptly after such notification occurs and no later than 12 PM (noon) on the business day after such notification is received by the Bidder. The Companies prepare the ISC Contract documents.

V.2.14. If the Commission accepts the results of the procurement events, the Procurement Administrator will notify all Bidders that submitted Bids on Projects whether their Bids for their Projects were accepted by the Commission. The Sellers who have Bids on Projects in either the AIC or the ComEd procurement event approved by the Commission are called winning Bidders for that procurement event.

V.2.15. At the time of Commission approval of a procurement event, the names and contact information of winning Bidders, the average of the winning Bid prices, and the business address and power capacity (MW) of the Project are made public. The Public Utilities Act states that participants in the procurement process will maintain the confidentiality of all other supplier and bidding information.

V.2.16. If a Seller has a Bid on a Project approved in the AIC procurement event, AIC prepares and sends a partially executed electronic copy of the ISC Contract and related documents to the Seller, as applicable. If a Seller has a Bid on a Project approved in the ComEd procurement event, ComEd prepares and sends a partially executed electronic copy of the ISC Contract and related documents to the Seller, as applicable. The applicable Company expects to provide such documents to Seller on the same day as the Commission approval, but no later than by 12 PM (noon) on the first business day after the Commission decision. The effective date of the ISC Contract shall be the date of the Commission approval of the results of the procurement event. It is expected that the signatory named in the Contract Insert for the applicable Company's ISC Contract will sign a copy of the partially executed ISC Contract and related documents. If this individual is not available to sign the ISC Contract and related documents, the Seller will advise the applicable Company(s) of this fact, will name another individual to sign the ISC Contract and related documents, and will confirm that this individual is an officer, a director, or an individual otherwise authorized to undertake contracts (including the applicable supplier contract documents) and bind the Seller. By 12 PM (noon) CPT (1 PM Eastern Prevailing Time) on the third business day after the Commission decision, the Seller executes the signature pages of the partially executed ISC Contracts and related documents and sends such fully executed signature pages to the applicable Company electronically. Creditworthiness requirements under the applicable ISC Contract must be met within fifteen (15) business days after the Commission decision in accordance with the terms of the ISC Contract. Upon execution of the ISC Contracts and related documents in counterparts by both parties, such ISC Contracts and related documents are fully executed. The Procurement Administrator will provide instructions to each Bidder qualified pursuant to a successful Part 1 Proposal for executing and completing the ISC Contract should the Bidder have Bids on Projects that are approved by the

Commission for a procurement event. The Procurement Administrator will outline such instructions as part of the webcast to be held at or prior to the opening of the Part 1 Window.

V.2.17. If the ICC rejects the results of a procurement event for AIC or ComEd or if the Target for a procurement event is not met, the Procurement Administrator, the Procurement Monitor, and the ICC Staff will meet within ten (10) days of the ICC decision to analyze potential causes for the ICC decision or for failure to meet the requirements. The Procurement Administrator may implement changes and hold an additional procurement event if such changes would address concerns that caused the Commission to reject the results of a procurement event or that resulted in a procurement event failing to fully meet a Target.

V.2.18. Projects with winning Bids approved by the Commission will be assessed a Supplier Fee per MW that will be due within seven (7) business days after Commission approval of the Bids. A Pre-Bid Letter of Credit will expire on the date stated as part of its terms, twenty-one (21) business days after the anticipated date of the Commission decision on the procurement events and cash provided as bid assurance collateral will be returned in the same general timeframe.

V.3. Personnel and Confidentiality

V.3.1. Any information provided by a Bidder or Seller in its Part 1 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 ICC Staff.

V.3.2. Any information provided by a Bidder or Seller in its 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 ICC Staff.

V.3.3. The Procurement Administrator, the Procurement Monitor, representatives from the IPA, ICC Staff, and representatives of each Company as applicable who are involved in the evaluation of Proposals will consider all data and information provided by Bidders and Sellers in response to this RFP to be confidential and will attempt to limit its disclosure to the public in accordance with the provisions of this section. Each Company will also take reasonable action to ensure that its employees, representatives and agents authorized to consider and evaluate all Proposals protect the confidentiality of such data and information. Each representative of the Procurement Administrator, Procurement Monitor, and the Companies that has access to any portion of the Proposals is required to sign a Confidentiality Statement in the form of Appendix 13 to these RFP Rules prior to evaluation of any portion of the Proposals. The list of all signatories is available to a Bidder or Seller upon request. A limited number of representatives from each Company will receive information on Bids on Projects identified by the Procurement Administrator as winning Bids for purposes of preparing the applicable supplier contracts. Another confidentiality agreement will be executed for this purpose.

V.3.4. However, absolute protection from public disclosure of the Bidders' or Sellers' data and information filed in response to this RFP cannot be provided and is not intended. By submitting a Proposal in response to this RFP, each Bidder and each Seller acknowledges and agrees to the limitations of the confidentiality provisions set forth in this section.

V.3.5. In addition, the Bidders' and Sellers' data and information filed in response to the RFP will be disclosed if required by any federal, state or local agency (including, without limitation, the Commission), or by a court of competent jurisdiction. A Company or the Procurement Administrator will notify the Bidder or Seller in advance of such disclosure and cooperate with such Bidder or Seller, to the extent deemed reasonable by the Company or the Procurement Administrator as applicable, and at the expense of the Bidder or Seller, to prevent the disclosure of such materials. In any event, the Companies, their employees, and agents including the Procurement Administrator will not be responsible to the Bidders or

Sellers any other party or liable for any disclosure of such designated materials before, during or subsequent to this RFP.

ARTICLE VI. Reserved Rights

VI.1.1. AIC will not be liable to any Bidder or any other party for failure to execute the ISC Contract. Nothing herein may be construed to bind AIC unless and until the Commission has approved winning Bids in the AIC procurement event, and the ISC Contract with a Bidder has been executed and is effective. Once effective, it is the ISC Contract and not the RFP Rules or any documents relating thereto that will govern the relationship between and the responsibilities of the parties.

VI.1.2. ComEd will not be liable to any Bidder or any other party for failure to execute the ISC Contract. Nothing herein may be construed to bind ComEd unless and until the Commission has approved winning Bids in the ComEd procurement event, and the ISC Contract with a Bidder has been executed and is effective. Once effective, it is the ISC Contract and not the RFP Rules or any documents relating thereto that will govern the relationship between and the responsibilities of the parties.

VI.1.3. The Procurement Administrator reserves the right to reject Proposals submitted in response to this RFP that are incomplete, or do not conform with the requirements of this RFP, or are submitted beyond the deadline for submission, or are submitted by a Bidder that tries to unduly influence in any way the evaluation process.