IPA ENERGY STORAGE PROCUREMENTS
Post-Award Timeline of Requirements

This document is intended to serve as support for stakeholders – providing a summary of deadlines and responsibilities for Sellers under the 2026 Indexed Storage Credit (ISC) Contract and Summer 2026 RFP Process and Rules. ***Please note, this document is intended to be used for reference only and should never be used in place of the original documents or relied upon exclusively.*** *If there are any discrepancies between the summary provided and the ISC Contract or RFP Rules, the provisions of the ISC Contract and RFP Rules govern.*

ICC Approval of Contracts

Following the bid date, the Procurement Administrator (with the oversight of the Procurement Monitor) submits a confidential report to Illinois Commerce Commission (ICC). The Procurement Administrator's report provides details of the procurement event and concludes with a recommendation to the ICC surrounding the selection of projects subject to the procurement rules and requirements. The ICC reviews the submitted confidential report and issues a determination - this determination leads to the approved ISC Contracts for which Buyers and Sellers will execute.

Timeline for Summer 2026 Procurement Event:

- Bid date is August 26, 2026
- Procurement Administrator Report submitted to ICC August 28, 2026
- ICC decision on procurement results September 1, 2026, also known as Commission Bid Approval Date
- ISC Contracts and relevant Product Orders executed by September 4, 2026
- Payment of the Supplier Fees to the IPA by the Bidder or Seller will be due within 7 business days after Commission approval of the Bids.

Execution of Contract and Product Order

As part of the execution of the ISC Contract, a specific and detailed Product Order, which outlines project details and is found in Exhibit A in the ISC Contract, must be executed in addition to the general agreement.

- Buyer sends to Seller partially executed Contract and the Product Order, confirming project's operational characteristics

- Seller fully executes both Contract and Product Order and returns both to Buyer and IPA within 3 business days of Commission decision.
- Failure to execute Contract and Product Order within 5 business days of receipt is an Event of Default, with forfeiture of collateral.

Posting of Performance Assurance (Collateral)

Performance assurance is required to be posted by the Seller within 15 business days after Commission Bid Approval Date. The collateral requirement is equal to the product of $50,000 and the Proposed Contract Capacity for the project. If performance assurance is not posted by the 15th business day after bid approval by the ICC, an Event of Default shall be deemed to have occurred.

Commercial Operation Date (COD)

At least 60 days prior to reaching commercial operations, the Seller must inform the Buyer and the via email of the estimated date of when the project will reach commercial operations, or the COD. From there, the IPA will provide the Seller further details on how to report on the various items due for reporting at COD.

Immediately Following COD – Minimum Operational Requirements

Once the energy storage system reaches commercial operations, it must comply with the following:

1. At least 20 MW in size and cannot exceed Proposed Contract Capacity
    a. If lower than Proposed Contract Capacity, then Seller pays Buyer $100,000 per MW for each MW lower than Proposed Capacity
2. Ability to operate for 4 hours of continuous discharge of the Initial Contract Capacity per hour
3. Round Trip Efficiency (RTE) of at least 85%

These 3 minimum operational requirements must be reported to Buyer and IPA within 10 days of COD, along with the Seller's elected Earliest Vintage Month.

Cure Period

A cure period of 90 days after COD is offered to Sellers in the event that the Initial Contract Capacity, duration, or RTE does not meet requirements.

- Request must be made in writing to Buyer and IPA noting deficiencies and request to cure
- If there are deficiencies that are not cured, this is an Event of Default with 20-day cure period to document that the Event of Default did not occur prior to termination of agreement. Collateral is forfeited if Event of Default can't be disproved by Seller.

Immediately Following COD – Labor, Equity, and RTO Access

Following the COD for the project, the Seller must report on compliance with the Prevailing Wage Act requirements, submit a Labor Peace Agreement, and supply access to RTO platforms:

- Documentation of compliance with the Prevailing Wage Act (submission of copies of Certified Transcripts of Payroll or "CTPs" that were filed with IDOL throughout project construction) must be provided within 10 business days of COD
- A copy of the Labor Peace Agreement covering the ongoing maintenance and operations of the storage facility must be provided within 10 business days of COD.
- Read-only access to the RTO Data Access System used by the project must be granted to the Buyer within 30 days of COD

Operational Requirements throughout Contract Term

General

The system must upkeep these requirements or face an Event of Default under the Contract:

- At least 20 MW
- Ability to operate for 4 hours of continuous discharge of the Initial Contract Capacity per hour
- RTE of at least 70%, provided that first annual RTE is at least 85% or greater
- Minimum availability of 4,320 hours per Delivery Year of the Contract Capacity for that Delivery Year (excluding partial first and last Delivery Years)

Cyber Security Requirements

- Must report any non-compliance with cybersecurity requirements to Buyer and IPA within 4 business days after Seller is made aware.

  - IPA must determine if the project failed to meet cybersecurity requirements.
  - IPA will provide Seller with notice of failed compliance and an opportunity to remedy issues with a set timeframe.
  - Failure to report cybersecurity issues or non-compliance is an Event of Default with forfeiture of collateral.

Performance Assurance/Collateral

- Any time the collateral dips lower than the collateral requirement, the Seller must top off collateral within 15 business days. If not, an Event of Default occurs with collateral forfeiture.

Prevailing Wage Act (PWA)

- Documentation of compliance with PWA via CTPs that were filed with IDOL during construction must be submitted within 10 business days of COD
- Must report that any work performed on the system performed within the preceding Delivery Year is in compliance with Prevailing Wage Act annually by August 1st

Project Labor Agreement (PLA)

- PLA must be submitted by later of: 1) 60 days before start of projects construction; 2) 30 days after PLA execution; or 3) 30 days after Bid Approval Date

Minimum Equity Standard (MES)

- MES First Compliance Plan, or the report on how the Seller intends to comply with the MES for the upcoming Delivery Year, is due 30 days after Bid Approval Date
- MES Mid-Year Report, or the report on progress towards efforts outlined in the MES Compliance Plan is due December 1
  - Due annually until project reaches COD
- MES Combined Report, which is the reporting of compliance with the MES across the previous Delivery Year and the compliance plan outlining planned activities to comply with the MES across the subsequent Delivery Year, is due July 15
  - Due annually until project reaches COD

Labor Peace Agreement

- Seller must provide IPA and Buyer a copy of the Labor Peace Agreement for the Project within 10 business days of COD. The submission of the Labor Peace Agreement is a pre-requisite to payment for ISCs under the Contract.

Annual Requirements – Due May 1st

To be submitted to the Buyer and the IPA annually by May 1st:

- Contract capacity (power rating of the project in MW)
- Project specific ELCC
- Duration of the project (number of hours of continuous discharge of the Contract Capacity in each hour)
- RTE of the project
- Confirmed compliance with Prevailing Wage Act requirements
- Confirmed compliance with Labor Peace Agreement requirement

Failure to submit annual requirements by May 1st is an Event of Default, with forfeiture of Performance Assurance/collateral.

Acceptability of Annual Requirements

- Buyer to inform Seller of acceptability or rejection of the submitted annual requirements (and supporting documentation) by May 15th
    - Supporting documentation should allow for Buyer to confirm operational characteristics reported
    - Any documentation from the RTO is considered an acceptable form of documentation

If accepted, these characteristics will be used to calculate the payments for the upcoming Delivery Year

- If rejected or if deficiencies in submission are not cured, an Event of Default has occurred with forfeiture of collateral
- Buyer to send partially executed Product Order to Seller once annual requirements are accepted.
- Seller must execute and return Product Order to Buyer and IPA within 5 business days of receipt.

Availability & Outage Reporting Requirements

After the conclusion of each Vintage Month, an Hourly Availability Report must be submitted to both Buyer and IPA within 5 business days.

Along with Hourly Availability Report, the Seller must also report on:

- If the project is not available for a period during the Vintage Month, whether the project was not available due to a Planned Outage or not
- The dates, if any, in which Technical Curtailment has adversely impacted the operations of the project and no ISCs are deemed generated for such day(s)
    - Seller must submit written notice with supporting documentation to the Buyer if a Technical Curtailment is required by the RTO in a given Vintage Month.
- Seller must inform Buyer of any planned outages including number of hours the project is planned to be offline

Invoicing Schedule & Requirements

Invoices due via email from Seller to Buyer by the 10th of each month following each Vintage Month

- Seller shall invoice Buyer even if the ISC monthly payment is negative
- If no invoice is submitted by the Seller by the 10th of the month means no payment can be processed for the relevant Vintage Month
- Seller can invoice late within 6 months of original invoice date and invoice is required to be processed within 30 calendar days after receipt by Buyer
    - After 6 months has passed, any missed amounts may no longer be invoiced for
- Any late invoiced amounts can be included in next possible invoice as a separate line item

Invoice requirements:

- Vintage Month that ISCs were generated
- Applicable ISC Monthly Payments
- Quantity of ISCs generated by day

- ISC daily value by day
- ISC Monthly Price
- Invoice amount to be paid
- Certification that all sources of additional economic support have been disclosed and that the Project would not be developed, but for the ISC Contract