

**ILLINOIS POWER AGENCY  
FALL 2017  
WIND AND SOLAR RFP  
(INITIAL FORWARD PROCUREMENTS)  
ILLUSTRATIVE PART 2 FORM**

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Pursuant to Illinois Public Act 99-0906, the Illinois Power Agency (“IPA”) is conducting a procurement of one million renewable energy credits (“RECs”) delivered annually from new utility-scale wind projects and a portion of one million RECs delivered annually from new utility-scale solar projects and brownfield site photovoltaic projects for the portfolios of Ameren Illinois Company (“AIC”), Commonwealth Edison Company (“ComEd”), and MidAmerican Energy Company (“MEC”) through a Wind and Solar RFP (“W&S RFP”). Each of AIC, ComEd, and MEC is referred to as a “Company”.

The Part 2 Proposal consists of the online Part 2 Form, attachments that are uploaded to the application website (or sent to the Procurement Administrator via email), and bid assurance collateral. Before completing the Part 2 Form for the W&S RFP, please review the RFP Rules and the Renewable Energy Credit Agreement (“REC Contract”) so that you understand the conditions under which the W&S RFP will be conducted. These documents are available on the procurement website, [www.ipa-energyrfp.com](http://www.ipa-energyrfp.com).

Having submitted a Part 1 Proposal in response to the W&S RFP, you have agreed to all the terms and conditions of the W&S RFP.

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*Any information that you provide in this 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 the Staff of the Illinois Commerce Commission (“ICC”). Any information provided to AIC, ComEd, or MEC will also be provided to the Procurement Monitor.*

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## INSTRUCTIONS FOR PROPOSAL

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Bidders use the online Part 2 Form and upload required documents to respond to the requirements of the Part 2 Proposal as detailed in the RFP Rules. The Part 2 Proposal serves to present additional information for a single Project that qualified through a successful Part 1 Proposal. To the extent that an entity or group of entities 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.

The Procurement Administrator evaluates Bids submitted in accordance with this RFP for each Project that qualifies pursuant to a successful Part 1 Proposal and a Part 2 Proposal that fulfills all the requirements of the RFP Rules.

**Please complete all sections. If a section does not pertain to you, you will be required to check a box and move on to the next section.**

### I. Part 2 Proposal Submission

Bidders must:

- Complete the online Part 2 Form in its entirety;
- Submit bid assurance collateral to each Company in the form of a Pre-Bid Letter of Credit or cash; and
- Submit all other documents, including Inserts, required to support the Part 2 Proposal by email to [Illinois-RFP@nera.com](mailto:Illinois-RFP@nera.com) or by upload to the application website. All Inserts are available on the procurement website.

*All times are Central Prevailing Times (“CPT”) unless specifically noted.*

*The online Part 2 Form must be submitted no later than 12 PM (noon) CPT on August 23, 2017 (the Part 2 Date).*

**Some of the documents required to support the Part 2 Proposal are “Inserts”. Each of these Inserts will be available as a separate form on the procurement website or from the Procurement Administrator.** A Bidder that is required to submit a particular Insert will complete the form and upload the form to the application website (or send the form by email). If the Insert requires a signature, the signed and completed form should be scanned and uploaded to the application website (or sent by email). **For illustrative purposes, the Inserts are shown throughout this Part 2 Form in purple boxes.** The format and exact content of the Inserts may differ from the illustrative Inserts provided through this Illustrative Part 2 Form. **Fields for upload of other documents are designated by a paperclip.**

Inquiries may be directed to the Procurement Administrator through the “Ask a Question” page on the procurement website at [www.ipa-energyrfp.com](http://www.ipa-energyrfp.com).

**II. Part 2 Proposal Processing**

The process for processing of the Proposal will be provided as a separate document to Bidders.

## PART 2 FORM

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### 1. Contact Information

**THE BIDDER MUST REVIEW THE ADDRESS FOR THE SELLER, THE ADDRESS FOR THE BIDDER (IF DIFFERENT FROM THE SELLER), AND THE CONTACT INFORMATION PROVIDED IN THE ONLINE PART 1 FORM FOR THE REPRESENTATIVE. THE BIDDER MUST MAKE ALL UPDATES NECESSARY. BY SUBMITTING THIS FORM WITHOUT MAKING CHANGES, THE BIDDER CONFIRMS THAT THE INFORMATION PROVIDED REMAINS VALID.**

#### Address of the Seller

Street Address

City

State

Zip Code

#### Address of the Bidder

Street Address

City

State

Zip Code

#### Contact Information for the Representative

Given Name(s) of Representative

Last Name of Representative

Mr/Mrs/Ms/Dr/(other)

Title

Street Address

City

State

Zip Code

Telephone No.

Alternate Telephone No. (if available)

Email Address

*Has the contact information for one or more of the additional Representatives changed?*

Yes  No

**IF THE CONTACT INFORMATION FOR ONE OR MORE OF THE ADDITIONAL REPRESENTATIVE IS NO LONGER VALID, THE BIDDER MUST UPDATE THIS INFORMATION BY FULLY COMPLETING THE REPRESENTATIVE INSERT prepared for this purpose.**

*Has the Bidder already provided an updated Representative Insert in a previously submitted Part 2 Proposal for another Project?*

Yes  No

**If YES**, please proceed to the next section.

**If NO**, please provide the updated Representative Insert.

**THE REPRESENTATIVE INSERT MAY BE PROVIDED BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. THE REPRESENTATIVE INSERT IS AVAILABLE ON THE PROCUREMENT WEBSITE. The Representative Insert is also labelled INSERT #P1-1.**

\_\_\_\_\_  
*Name of Project*

**REPRESENTATIVE INSERT (#P1-1)**

The Bidder may name up to three (3) Representatives, **in addition to** the Representative whose contact information is provided directly in the online Part 1 Form, by providing the information requested below.

Contact Information for Representative

*Given Name (s)*  *Last Name*  *Mr/Mrs/Ms/Dr/(other)*

*Title*

*Street Address*

*City*

*State*

*Zip Code*

*Telephone No.*

*Alternate Telephone No. (if available)*

*Email Address*

Contact Information for Representative

*Given Name (s)*  *Last Name*  *Mr/Mrs/Ms/Dr/(other)*

*Title*

*Street Address*

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<input type="text"/>		
<i>City</i>	<i>State</i>	<i>Zip Code</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<i>Telephone No.</i>	<i>Alternate Telephone No. (if available)</i>	<i>Email Address</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Contact Information for Representative</b>		
<i>Given Name (s)</i>	<i>Last Name</i>	<i>Mr/Mrs/Ms/Dr/(other)</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<i>Title</i>		
<input type="text"/>		
<i>Street Address</i>		
<input type="text"/>		
<input type="text"/>		
<i>City</i>	<i>State</i>	<i>Zip Code</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<i>Telephone No.</i>	<i>Alternate Telephone No. (if available)</i>	<i>Email Address</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>

## 2. Bid Assurance Collateral

A Bidder must submit bid assurance collateral for the Project in the form of cash or of a letter of credit to each of AIC, ComEd, and MEC.

*First Item:* Election of Cash or Letter of Credit

**PLEASE INDICATE, FOR EACH COMPANY, WHETHER YOU ARE PROVIDING CASH AS BID ASSURANCE AND THE AMOUNT OF CASH TENDERED.**

<b>AIC</b>	<input type="radio"/> <input type="radio"/> Cash	<input type="radio"/> <input type="radio"/> Letter of Credit
<b>COMED</b>	<input type="radio"/> <input type="radio"/> Cash	<input type="radio"/> <input type="radio"/> Letter of Credit
<b>MEC</b>	<input type="radio"/> <input type="radio"/> Cash	<input type="radio"/> <input type="radio"/> Letter of Credit

*Second Item:* Submission of Cash

If this item does not apply to you because you are submitting a Pre-Bid Letter of Credit to each Company, please proceed to the next item.

Each Bidder providing cash as bid assurance collateral for a Company must acknowledge the conditions under which cash may be drawn by the Company. **THE BIDDER SUBMITS THE ACKNOWLEDGMENT BY FULLY COMPLETING THE CASH INSERT FOR AIC, CASH INSERT FOR COMED, AND CASH INSERT FOR MEC (AS APPLICABLE) PREPARED FOR THIS PURPOSE.** If the Bidder presents Proposals for multiple Projects, the Bidder is only required to submit a Cash Insert for a Company once.

*Has the Bidder already submitted the required Cash Inserts for the Companies indicated in this Item above in a previously submitted Part 2 Proposal for another Project?*

Yes  No

**If YES**, please continue responding to this item.

**If NO**, please provide a Cash Insert for each applicable company for which you have not already provided an insert.

**THE BIDDER PROVIDES THE CASH INSERT FOR AIC, CASH INSERT FOR COMED, AND CASH INSERT FOR MEC (AS APPLICABLE) BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. THESE INSERTS ARE AVAILABLE ON THE PROCUREMENT WEBSITE.** The AIC Cash Certification Insert is also labelled INSERT #P2-1, the Cash Insert for ComEd is also labelled INSERT #P2-2; the Cash Insert for MEC is also labelled #P2-3.

\_\_\_\_\_  
*Name of Project*

### **AIC CASH INSERT (#P2-1)**

I, \_\_\_\_\_ (the Officer of the Seller), acknowledge that AIC may draw upon the cash submitted as bid assurance collateral

if:

1. the Bidder or a Seller has disclosed information relating to the Proposal for a Project publicly or to any other party before the Illinois Commerce Commission has rendered its decision on the results of the Procurement Event; or
2. 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
3. a Seller has failed to execute the REC Contract for a Project within three (3) business days of being notified that the ICC has approved the bid on the Project or has failed to meet the creditworthiness requirements of the REC Contract within five (5) business days of such ICC decision; or
4. the Bidder or a Seller has failed to pay to the IPA the Supplier Fee for a Project within seven (7) business days of being notified that the ICC has approved the bid on the Project.

Furthermore, I acknowledge that no interest will be paid on cash provided as bid assurance collateral and that such cash may be co-mingled with other funds.

\_\_\_\_\_  
Signature of Officer of the Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Name of Project*

**COMED CASH INSERT (#P2-2)**

I, \_\_\_\_\_ (the Officer of the Seller), acknowledge that ComEd may draw upon the cash submitted as bid assurance collateral if:

1. the Bidder or a Seller has disclosed information relating to the Proposal for a Project publicly or to any other party before the Illinois Commerce Commission has rendered its decision on the results of the Procurement Event; or
2. 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
3. a Seller has failed to execute the REC Contract for a Project within three (3) business days of being notified that the ICC has approved the bid on the Project or has failed to meet the creditworthiness requirements of the REC Contract within five (5) business days of such ICC decision; or
4. the Bidder or a Seller has failed to pay to the IPA the Supplier Fee for a Project within seven (7) business days of being notified that the ICC has approved the bid on the Project.

Furthermore, I acknowledge that no interest will be paid on cash provided as bid assurance collateral and that such cash may be co-mingled with other funds.

\_\_\_\_\_  
Signature of Officer of the Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Name of Project*



**MEC CASH INSERT (#P2-3)**

I, \_\_\_\_\_ (the Officer of the Seller), acknowledge that MEC may draw upon the cash submitted as bid assurance collateral if:

1. the Bidder or a Seller has disclosed information relating to the Proposal for a Project publicly or to any other party before the Illinois Commerce Commission has rendered its decision on the results of the Procurement Event; or
2. 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
3. a Seller has failed to execute the REC Contract for a Project within three (3) business days of being notified that the ICC has approved the bid on the Project or has failed to meet the creditworthiness requirements of the REC Contract within five (5) business days of such ICC decision; or
4. the Bidder or a Seller has failed to pay to the IPA the Supplier Fee for a Project within seven (7) business days of being notified that the ICC has approved the bid on the Project.

Furthermore, I acknowledge that no interest will be paid on cash provided as bid assurance collateral and that such cash may be co-mingled with other funds.

\_\_\_\_\_  
 Signature of Officer of the Seller

\_\_\_\_\_  
 Date



Each Bidder providing cash as bid assurance collateral must provide for the entity to which will be returned the cash tendered as bid assurance collateral: (i) a W-9; and (ii) a request, on the appropriate entity's letterhead, for the return of the cash tendered including wire instructions. **THE BIDDER PROVIDES THESE DOCUMENTS BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE.** If the Bidder presents Proposals for multiple Projects, the Bidder is required to provide information for the return of cash more than once to the extent that the entity to which the cash tendered will be returned is not the same across all Projects.

*Has the bidder already provided the documents requested in this item for the entity to which will be returned the cash tendered in a previously submitted Part 2 Proposal for another Project?*

Yes                       No

**If YES**, please proceed to the next item.

**If NO**, please provide the documents requested in this item.

	W-9
	Cash return instructions

Third Item: Letter of Credit as Bid Assurance Collateral

A Bidder providing a letter of credit as bid assurance collateral for a Company must either use the Standard Pre-Bid Letter of Credit for that Company provided as an Appendix to the RFP Rules, or the Bidder must submit an original executed Pre-Bid Letter of Credit for that Company that incorporates only those

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modifications to the Company's Standard Pre-Bid Letter of Credit approved by that Company and posted to the procurement website.


Instructions for submission of a Pre-Bid Letter of Credit are available from the Procurement Administrator upon request and were provided to all Bidders with the Part 1 Notification.

**These fields are OPTIONAL and may be left blank. PLEASE PROVIDE ANY SPECIAL INSTRUCTIONS FOR RETURNING THE PRE-BID LETTER OF CREDIT BELOW.**

Special Instructions for returning the Pre-Bid Letter of Credit (*optional*)

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**IF THE PRE-BID LETTER OF CREDIT HAS NOT BEEN YET SENT TO THE COMPANY BUT YOU HAVE AN EXECUTED SCANNED COPY, YOU MAY UPLOAD IT HERE FOR REVIEW.**

### 3. Certifications

The Officer of the Seller must make certain certifications required by the RFP Rules. If the Bidder and Seller are different entities, a representative of the Bidder must also make these certifications.

**THE BIDDER SUBMITS THESE CERTIFICATIONS BY FULLY COMPLETING THE P2 CERTIFICATIONS INSERT PREPARED FOR THIS PURPOSE. THE BIDDER PROVIDES THE P2 CERTIFICATIONS INSERT(S) BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. THE P2 CERTIFICATIONS INSERT IS AVAILABLE ON THE PROCUREMENT WEBSITE.** The P2 Certifications Insert is also labelled INSERT #P2-4.

\_\_\_\_\_  
*Name of Project*

#### **P2 CERTIFICATIONS INSERT (#P2-4)**

I, \_\_\_\_\_ (the Officer of the Seller or a representative of the Bidder), certify that:

1. all information in the Part 2 Proposal is true and accurate to the best of the Seller's knowledge and belief;
2. the Seller has no knowledge of any Proposal being submitted for this procurement event by another Bidder in response to this RFP;
3. the Seller is bidding independently;
4. the Seller has taken all necessary care to uphold the confidentiality of its Proposal in its communications with Owners, other Sellers whose Projects are presented by the Bidder, a financial institution for the purpose of arranging payment of the bid assurance collateral, or in its communications with advisors, if any;
5. with the exceptions of communications with Owners, other Sellers whose Projects are presented by the Bidder, a financial institution for the purpose of arranging payment of the bid assurance collateral, or advisors (if any), neither the Seller nor the Bidder has disclosed, and will otherwise disclose, publicly or to any other party any information relating to its Proposal, which could have an effect on whether another party submits a Proposal for this 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 the Bidder is submitting a Proposal for this procurement event; the Bids for the Project; the Seller's estimation of the value of a Product; and the Seller's estimation of the risks associated with providing RECs under the terms of the REC Contract. This certification must hold until the ICC has rendered its decision on the results of the procurement event;
6. the Seller acknowledges that Bids submitted with respect to the Project must remain binding until seventeen (17) business days after the Bid Date. The price in the Bid constitutes a binding and irrevocable offer to supply RECs of the Product corresponding to the Project at that price under the terms of the REC Contract and the quantity in the Bid is the annual quantity in the REC Contract;
7. The Seller acknowledges that Supplier Fees in the amount specified by the IPA must be paid by the Seller or the Bidder if the Bid on the Project is approved by the Commission;
8. The Seller acknowledges that bid assurance collateral must be submitted in an amount sufficient to support the Bid on the Project. The Seller and Bidder agree that, if such amount is not sufficient, and if the Procurement Administrator does not receive prior to the deadline an amendment to the Bid Form or does not receive instructions to amend the Bid Form in a way that renders the amount of bid assurance collateral sufficient to support the Bids, then the Procurement Administrator may amend the Bid Form in accordance with the procedure described in Paragraph V.5.7 of the RFP Rules until the amount of the bid assurance collateral is sufficient to support the Bids; and
9. The Seller agrees that, if the Seller's Bid on the Project is approved by the Commission, the Seller will execute the REC Contracts with the Companies as instructed by the Procurement Administrator and the Seller will submit all necessary supporting documentation in the timeframes required by the REC Contract.

\_\_\_\_\_  
Signature of Officer of the Seller

\_\_\_\_\_  
Date

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Signature of Representative of the Bidder (if applicable)      Date

**IF YOU ARE UNABLE TO MAKE ONE OR MORE OF CERTIFICATIONS 1 THROUGH 5, PLEASE STATE WHICH CERTIFICATIONS YOU ARE UNABLE TO MAKE AND EXPLAIN ALL REASONS IN THE SPACE GIVEN BELOW.**

#### 4. Information to Prepare the REC Contracts

Each Seller is asked, but is not required, to provide the information to prepare the REC Contracts. A Seller that has named a Guarantor in the Part 1 Proposal is also asked to provide all information necessary for ComEd to prepare the Guaranty. The REC Contracts are prepared by AIC, ComEd, and MEC after the Procurement Administrator notifies the Bidder that the Bidder has Bids that are identified as winning Bids to the ICC.

**THE BIDDER SUBMITS ALL INFORMATION NECESSARY FOR THE PREPARATION OF THE REC CONTRACTS BY FULLY COMPLETING THE CONTRACT INSERT PREPARED FOR THIS PURPOSE. THE BIDDER PROVIDES THE CONTRACT INSERT IN MICROSOFT WORD FORMAT BY EMAIL OR UPLOAD TO THE APPLICATION WEBSITE. THE CONTRACT INSERT IS AVAILABLE ON THE PROCUREMENT WEBSITE.** The Contract Insert is also labelled INSERT #P2-5.

**If the Bid on the Project is approved by the Commission, the Procurement Administrator will allocate to each Company the number of RECs that the Seller will deliver to that Company. The Seller cannot choose its counterparties to the REC Contract and thus must complete the Contract Insert in its entirety.**

*Are you providing the information to prepare the REC Contracts?*

Yes

No

**If NO**, Please be advised that **IF THE PROCUREMENT ADMINISTRATOR NOTIFIES THE BIDDER THAT THE BIDDER HAS BIDS THAT ARE IDENTIFIED AS WINNING BIDS TO THE ICC, THE BIDDER WILL BE REQUIRED TO PROVIDE ALL REQUIRED INFORMATION FOR THE SELLER BY 12 PM (NOON) CPT ON THE DAY AFTER SUCH NOTIFICATION IS RECEIVED.**

**If YES**, PLEASE UPLOAD THE DULY COMPLETED CONTRACT INSERT.

\_\_\_\_\_  
*Name of Project*

#### **CONTRACT INSERT (#P2-5)**

First Item: Elections and Information Needed to Prepare the REC Contract

The information that you provide below will be used to complete the Notice to the REC Contract. If any of the information requested below is unavailable, please enter N/A in the corresponding fields.

(a) Party A:

*Party A*

*Please insert the full legal name of the entity that will sign the contract.*

(b) All Notices:

*Street Address*

<input type="text"/>		
<i>City</i>	<i>State</i>	<i>Zip Code</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>

*ATTN:*

<i>Given Name(s)</i>	<i>Last Name</i>	<i>Mr/Mrs/Ms/Dr/(other)</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<i>Telephone No.</i>	<i>Fax No.</i>	
<input type="text"/>	<input type="text"/>	
<i>Email Address:</i>		
<input type="text"/>		
<i>DUNS</i>	<i>Federal Tax I.D. Number</i>	
<input type="text"/>	<input type="text"/>	

(c) **Invoices:**

*ATTN:*

<i>Given Name(s)</i>	<i>Last Name</i>	<i>Mr/Mrs/Ms/Dr/(other)</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<i>Telephone No.</i>	<i>Fax No.</i>	
<input type="text"/>	<input type="text"/>	
<i>Email Address:</i>		
<input type="text"/>		

**With a copy to:**

*ATTN:*

<i>Given Name(s)</i>	<i>Last Name</i>	<i>Mr/Mrs/Ms/Dr/(other)</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<i>Telephone No.</i>	<i>Fax No.</i>	
<input type="text"/>	<input type="text"/>	
<i>Email Address:</i>		
<input type="text"/>		

(d) **Payments:**

*ATTN:*

<i>Given Name(s)</i>	<i>Last Name</i>	<i>Mr/Mrs/Ms/Dr/(other)</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<i>Telephone No.</i>	<i>Fax No.</i>	
<input type="text"/>	<input type="text"/>	
<i>Email Address:</i>		
<input type="text"/>		

(e) **Wire Transfer:**

<i>Bank</i>	
<input type="text"/>	
<i>ABA</i>	<i>ACCT</i>
<input type="text"/>	<input type="text"/>

(f) ACH Transfer

Bank

ABA

ACCT

(g) Credit and Collections:

ATTN:

Given Name(s)

Last Name

Mr/Mrs/Ms/Dr/(other)

Telephone No.

Fax No.

Email Address:

(h) With additional Notices of an Event of Default or Potential Event of Default to:

ATTN:

Given Name(s)

Last Name

Mr/Mrs/Ms/Dr/(other)

Telephone No.

Fax No.

Email Address:

(i) Contact information for the individual signing the Master REC Agreement:

Given Name(s)

Last Name

Mr/Mrs/Ms/Dr/(other)

Title

Second Item: Elections and Information Needed to Prepare the Form of Guaranty

***Is the Seller relying on the financial standing of a Guarantor?***

Yes

No

**If NO**, the Contract Insert is complete.

**If YES**, please provide:

(a) Please specify the name of the Guarantor here:

Guarantor

Please insert the full legal name of the entity that will serve as the Guarantor.

(b) The following information (required in the first introductory paragraph and Paragraph 13 of the Guaranty) regarding the Guarantor named in your Part 1 Form:

Whether the Guarantor is a Corporation, Partnership, etc

Jurisdiction under whose laws the Guarantor is existing and organized

Name of relevant and binding corporate organizational document, such as Declaration of Trust, Limited Liability Company Agreement, Articles of Incorporation and by-laws, Certificate of Incorporation or by-laws, constitutional documents

- (c) The name and contact information (required in Paragraph 12 of the Guaranty) for the person to whom notices and other communications will be sent under the guaranty:

ATTN:

Street Address

City

State

Zip Code

Phone Number

Fax

With a Copy to (optional):

ATTN:

Street Address

City

State

Zip Code

Phone Number

Fax

- (d) The name and title (required in signature block of the Guaranty) of the person executing the Guaranty:

Given Name(s)

Last Name

Mr/Mrs/Ms/Dr/(other)

Title



- (e) Please specify whether you are electing Option 1 or Option 2 in Paragraph 1 of the ComEd Guaranty by filling out the information below.

Paragraph 1 of Guaranty: [Specify Option 1 or Option 2. If Option 1 is specified, please specify amount]

1. The Guarantor, as primary obligor and not merely as surety, hereby irrevocably and unconditionally guarantees the full and prompt payment when due (whether by acceleration or otherwise) of any sums due and payable by the Seller as a result of an Event of Default under the Agreement (including, without limitation, indemnities, damages, fees and interest thereon, pursuant to the terms of the Agreement). Notwithstanding anything to the contrary herein, the maximum aggregate liability of the Guarantor under this Guaranty shall

Option 1 [in no event exceed \$\_\_\_\_.]

Option 2 [in no event exceed the Seller's Exposure Amounts less the value of other liquid securities posted by the Seller under the Agreement(s).]

All such principal, interest, obligations and liabilities, collectively, are the "Guaranteed Obligations". This Guaranty is a guarantee of payment and not of collection.

***Is the Guarantor using the Form of Guaranty without any modifications and without electing any of the optional changes below?***

Yes

No

**If yes**, the ComEd Guaranty is complete.

**If no**, please indicate whether the Guarantor is adopting each change. All such optional changes are shown in redline below.

**(Optional Change #1) Paragraph 4:**

4. Subject to the terms and conditions hereof, the obligations of the Guarantor under this Guaranty are absolute, irrevocable and unconditional and, shall not be released, discharged or otherwise affected by: (a) any extension, renewal, settlement, compromise, waiver, consent, discharge or release by the Seller concerning any provision of the Agreement governing any of the Guaranteed Obligations of the Seller; (b) the rendering of any judgment against the Seller or any action to enforce the same; (c) the existence, or extent of, any release, exchange, surrender, non-perfection or invalidity of any direct or indirect security for any of the Guaranteed Obligations; (d) any modification, amendment, waiver, extension of or supplement to the Agreement or the Guaranteed Obligations agreed to from time to time by the Seller and the Guaranteed Party; (e) any change in the corporate existence (including its constitution, laws, rules, regulations or powers), structure or ownership of the Seller or the Guarantor, or any insolvency, bankruptcy, reorganization or other similar proceedings affecting the Seller, its assets or the Guarantor; (f) the existence of any claim, set-off or other rights which the Guarantor may have at any time against the Seller, the Guaranteed Party, whether in connection herewith or in connection with any unrelated transaction; ~~provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim~~; and (g) the invalidity, irregularity or unenforceability in whole or in part of the Agreement or any Guaranteed Obligations or any

instrument evidencing any Guaranteed Obligations or the absence of any action to enforce the same.

Do you want to adopt optional change #1?

yes

no

**(Optional Change #2) Paragraph 6:**

6. The Guarantor ~~will not exercise any~~ shall be subrogated to all rights, ~~which it may acquire by way of subrogation until the Guaranteed Party against Seller upon payment or satisfaction of~~ all Guaranteed Obligations owing to the Guaranteed Party pursuant to the Agreement ~~have been paid in full~~.

Do you want to adopt optional change #2?

yes

no

**(Optional Change #3) Paragraph 8:**

8. This Guaranty shall be binding upon the Guarantor and upon its successors and permitted assigns and shall inure to the benefit of and be enforceable by the Guaranteed Party and its successors and permitted assigns; provided, however, that the Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Guaranteed Party, which consent shall not be unreasonably withheld or delayed; and provided further that the Guarantor may, without the prior written consent of the Guaranteed Party, assign all of its rights and obligations under this Guaranty to an entity that has succeeded to the Guarantor by merger or by purchase of all or substantially all of the assets of the Guarantor and, in either case, has expressly assumed in writing all of the obligations of the Guarantor under this Guaranty. The assignment rights of the Guaranteed Party will be in accordance with any applicable terms of the Agreement.

Do you want to adopt optional change #3?

yes

no

**(Optional Change #4) Paragraph 8:**

8. This Guaranty shall be binding upon the Guarantor and upon its successors and assigns and shall inure to the benefit of and be enforceable by the Guaranteed Party and its successors and assigns; provided, however, that the Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Guaranteed Party, which consent shall not be unreasonably withheld or delayed; ~~and provided further that the Guarantor may, without the prior written consent of the Guaranteed Party, assign all of its rights and obligations under this Guaranty to an entity that has succeeded to the Guarantor by merger or by purchase of all or substantially all of the assets of the Guarantor and, in either case, has expressly assumed in writing all of the obligations of the Guarantor under this Guaranty.~~ The assignment rights of the Guaranteed Party will be in accordance with any applicable terms of the Agreement.

Do you want to adopt optional change #4?

(Note: If you elect this optional change 4, you cannot elect optional change 5.)

yes

no

**(Optional Change #5) Paragraph 8:**

8. This Guaranty shall be binding upon the Guarantor and upon its successors and assigns and shall inure to the benefit of and be enforceable by the Guaranteed Party and its successors and assigns; provided, however, that the Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Guaranteed Party, ~~which consent shall not be unreasonably withheld or delayed; and provided further that the Guarantor may, without the prior written consent of the Guaranteed Party, assign all of its rights and obligations under this Guaranty to an entity that has succeeded to the Guarantor by merger or by purchase of all or substantially all of the assets of the Guarantor and, in either case, has expressly assumed in writing all of the obligations of the Guarantor under this Guaranty.~~ The assignment rights of the Guaranteed Party will be in accordance with any applicable terms of the Agreement.

Do you want to adopt optional change #5?

(Note: If you elect this optional change 5, you cannot elect optional change 4.)

yes

no

**(Optional Change #6) Paragraph 8:**

8. This Guaranty shall be binding upon the Guarantor and upon its successors and assigns and shall inure to the benefit of and be enforceable by the Guaranteed Party and its successors and assigns; provided, however, that the Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Guaranteed Party, which consent shall not be unreasonably withheld or delayed; and provided further that the Guarantor may, without the prior written consent of the Guaranteed Party, assign all of its rights and obligations under this Guaranty to an entity that has succeeded to the Guarantor by merger or by purchase of all or substantially all of the assets of the Guarantor and, in either case, has expressly assumed in writing all of the obligations of the Guarantor under this Guaranty. The assignment rights of the Guaranteed Party will be in accordance with ~~any~~the applicable ~~of~~assignment terms ~~of~~under the Agreement.

Do you want to adopt optional change #6?

yes

no

**(Optional Change #7) Paragraph 9:**

9. ~~Other than as provided in this Guaranty, n~~Neither this Guaranty nor any provision hereof may be changed, waived, discharged or terminated except upon written agreement of the Guaranteed Party and the Guarantor.

Do you want to adopt optional change #7?

yes

no

**(Optional Change #8) Paragraph 13:**

13. The Guarantor represents and warrants that: (a) it is duly organized and validly existing under the laws of the jurisdiction in which it was organized and has the power and authority to execute, deliver, and perform this Guaranty; (b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over the Guarantor is required on the part of the Guarantor for the execution, delivery and

performance of this Guaranty except for those already made or obtained; (c) this Guaranty constitutes a valid and legally binding agreement of the Guarantor, and is enforceable against the Guarantor, ~~except as such enforceability may be limited by bankruptcy, insolvency, receivership and other similar laws affecting the rights of creditors generally, or by general principles of equity~~; and (d) the execution, delivery and performance of this Guaranty by the Guarantor have been and remain duly authorized by all necessary corporate or comparable action and do not contravene any provision of its \_\_\_\_\_ [insert appropriate corporate organizational document, such as Declaration of Trust, Limited Liability Company Agreement, Articles of Incorporation and by-laws, Certificate of Incorporation or by-laws, constitutional documents] or any law, regulation or contractual restriction binding on it or its assets.

Do you want to adopt optional change #8?

yes

no

**(Optional Change #9) Paragraph 13:**

13. The Guarantor represents and warrants that: (a) it is duly organized and validly existing under the laws of the jurisdiction in which it was organized and has the power and authority to execute, deliver, and perform this Guaranty; (b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over the Guarantor is required on the part of the Guarantor for the execution, delivery and performance of this Guaranty except for those already made or obtained; (c) this Guaranty constitutes a valid and legally binding agreement of the Guarantor, and is enforceable against the Guarantor, except as such enforceability may be limited by bankruptcy, insolvency, receivership and other similar laws affecting the rights of creditors generally, or by general principles of equity; and (d) the execution, delivery and performance of this Guaranty by the Guarantor have been and remain duly authorized by all necessary corporate ~~or comparable~~ action and do not contravene any provision of its \_\_\_\_\_ [insert appropriate corporate organizational document, such as Declaration of Trust, Limited Liability Company Agreement, Articles of Incorporation and by-laws, Certificate of Incorporation or by-laws, constitutional documents] or any law, regulation or contractual restriction binding on it or its assets.

Do you want to adopt optional change #9?

yes

no

**(Optional Change #10) Paragraph 14:**

14. This Guaranty and the rights and obligations of the Seller and the Guarantor hereunder shall be construed in accordance with and governed by the laws of the State of ~~Illinois~~NewYork (without regard to conflict of law principles that would require the application of the substantive law of any other jurisdiction). The Guarantor and Guaranteed Party jointly and severally agree and irrevocably submit to the exclusive jurisdiction of state and federal courts located in the State of Illinois over any disputes arising or relating to this Guaranty and waive and agree not to assert as a defense any objections to venue or inconvenient forum. The Guarantor and the Guaranteed Party consent to and grant any such court jurisdiction over the person of such party and over the subject matter of such dispute and agree that summons or other legal process in connection with any such action or proceeding shall be deemed properly and effectively served when sent by certified U.S. mail, return receipt

requested, to the address of the other party set forth in Paragraph 12 hereof, or in such other manner as may be permitted by law. The Guarantor and the Guaranteed Party each hereby irrevocably waives any and all rights to trial by jury with respect to any legal proceeding arising out of or relating to this Guaranty.

Do you want to adopt optional change #10?

yes

no

**(Optional Change #11) Paragraph 14:**

14. This Guaranty and the rights and obligations of the Seller and the Guarantor hereunder shall be construed in accordance with and governed by the laws of the State of Illinois (without regard to conflict of law principles that would require the application of the substantive law of any other jurisdiction). The Guarantor and Guaranteed Party jointly and severally agree and irrevocably submit to the exclusive jurisdiction of ~~state and~~the federal courts located in the State of Illinois over any disputes arising or relating to this Guaranty and waive and agree not to assert as a defense any objections to venue or inconvenient forum. The Guarantor and the Guaranteed Party consent to and grant any such court jurisdiction over the person of such party and over the subject matter of such dispute and agree that summons or other legal process in connection with any such action or proceeding shall be deemed properly and effectively served when sent by certified U.S. mail, return receipt requested, to the address of the other party set forth in Paragraph 12 hereof, or in such other manner as may be permitted by law. The Guarantor and the Guaranteed Party each hereby irrevocably waives any and all rights to trial by jury with respect to any legal proceeding arising out of or relating to this Guaranty.

Do you want to adopt optional change #11?

yes

no

**(Optional Change #12) Remove Paragraph 17:**

~~17. Notwithstanding anything to the contrary contained herein or in the Agreement(s), whether express or implied, the Guarantor shall in no event be required to pay or be liable to the Guaranteed Party for any consequential, indirect or punitive damages, opportunity costs or lost profits.~~

Do you want to adopt optional change #12?

yes

no

**(Optional Change #13) Remove Paragraph 18:**

~~18. Nothing herein is intended to deny to the Guarantor, and it is expressly agreed that the Guarantor shall have and may assert, any and all of the defenses, set-offs, counterclaims and other rights which Seller is or may be entitled arising from or out of the Agreement(s) or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of Seller.~~

Do you want to adopt optional change #13?

yes

no

**(Optional Change #14) Add Paragraph 19:**

19. If the Guarantor is a trust: no trustee of the Guarantor shall be held to any liability whatsoever for any obligation under this Guaranty, and this Guaranty shall not be enforceable against any such trustee in their or its, his or her

individual capacities or capacity; and this Guaranty shall be enforceable against the trustees of the Guarantor only as such, and every person, firm, association, trust or corporation having any claim or demand arising under this Guaranty and relating to the Guarantor or any trustee of the Guarantor shall look solely to the trust estate of the Guarantor for the payment or satisfaction thereof.

Do you want to adopt optional change #14?

yes

no

## 5. Bids

### First Item: Indicative Quantity

**THE BIDDER MUST INDICATE THE QUANTITY OF RECs THAT IT INTENDS TO BID FOR THE PROJECT.** This quantity of RECs must be specified as an annual quantity of RECs. The annual quantity indicated below is not binding, you may place Bids on the Bid Date for an annual quantity that is different from the number indicated below. The Procurement Administrator may ask for additional information if the indicative quantity is inconsistent with the size for the Project provided in the Part 1 Proposal.

*Indicative Quantity (annual RECs)*

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### Second Item: Bid Form

**IMPORTANT!** Each Bidder submits its Bids electronically. The Procurement Administrator provides electronically to each Bidder qualified pursuant to a successful Part 1 Proposal 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 Procurement Administrator also provides an instructions guide that guide the Bidder for preparing and submitting its Bid to the Procurement Administrator via the online Bid Form as well as instructions for email submission of Bids in case of technical difficulties.

**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.**

**PLEASE PROVIDE THIS CONFIRMATION BELOW.**

I confirm receipt of the Bid Form, instructions, and confidential information for the submission of Bids.

**OR**

I request that such information and documents be re-issued.

**REMINDER: BID FORMS MUST BE RECEIVED BETWEEN 8 AM AND 12 PM (NOON) ON THE BID DATE.**

## 6. Justification of Omissions

**IF YOU ARE UNABLE TO PROVIDE ANY OF THE DOCUMENTS OR INFORMATION REQUIRED IN THE PART 2 PROPOSAL, PLEASE JUSTIFY FULLY ANY OMISSIONS IN THE SPACE PROVIDED BELOW. IF YOU WANT TO PROVIDE ADDITIONAL INFORMATION, PLEASE DO SO BELOW.**

**IF YOU WANT TO PROVIDE ADDITIONAL DOCUMENTS PLEASE PROVIDE THESE BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE (BELOW).**