Evaluation Team Response to 83E Round 2 Bidder Questions

RFP Clarifications (cont.)

Question 4**:** *For a Facility currently under construction with an expected Commercial Operation Date shortly before or after the September 10, 2026 proposal submission deadline, please confirm whether classification as a "new" versus "existing" facility for purposes of Appendix A (e.g., site control demonstration, financing-necessity showing under Section A-5) is determined based on the Facility's status as of the date the proposal is submitted, or as of some other reference date.*

Answer 4: An existing facility is one that **has achieved** commercial operation **prior to** the proposal submission due date of October 8, 2026.

Question 5: Is it permissible to bid a VPP aggregating multiple distribution-connected sites into the RFP as a single entry option?

Answer 5: No, this is not allowed.

Contract-Related

Question 1*: Is the LTC structured as **(a) unit contingent delivery**, as-generated or **(b) firm delivery contract** that guarantees a fixed volume or shape of energy?*

Answer 1: All contracts are unit-contingent, as indicated in Section 4.1(a) in all form contracts and Terms and Conditions.

Question 2: *Is the Commercial Operation Date proposed in the RFP able to differ from the Guaranteed Commercial Operation Date?*

Answer 2: The Guaranteed Commercial Operation Date of a bid can differ from, but it **must be** no later than the Commercial Operation Date of December 31, 2032, as stated in Section 2.2.1.2 of the RFP.

Question 3: *Please confirm that the bidder must demonstrate that the facility has been constructed to the Agreement (e.g., size and duration) at Commercial Operation, as specified in Section 3.4(b)(xi), and that there is no ongoing obligation to demonstrate capacity or duration.*

Answer 3: Please see the response to Question 6 in Batch 1. Bidders' projects are required to meet the definition of Mid-Duration Energy Storage System continuously throughout the life of their contract and bid proposals must specify how they intend to meet that requirement.

Questions 4: *Can you please also provide wiring instructions for each EDC such that we can complete a wire transfer to the bid fees to each utility at the appropriate time?*

Answer 4: Wire instructions were provided to bidders via email to those that requested by the original August 21, 2026 deadline. As a result of the extended bid submittal deadline, wire instructions will be provided to those who request them **no later than** October 2, 2026. Please refer to the 83E RD 2 Bid Fee Wire Instructions document provided within the 83E RD 2 Bid Fee Package zip file attachment.

Question 5: *Confirm whether a tolerance comparable to the ninety percent Capacity Deficiency allowance provided at the Commercial Operation Date would apply.*

Answer 5: As laid out in Section 3.3(b), of all form contracts and terms & conditions, projects can declare COD once they achieve 90% of planned capacity.

Question 6: *Both Form Long-Term Contracts do not account for projects utilizing SIS. JERA intends to propose contract language capturing SIS. Is this a reasonable approach or would the Evaluation Team prefer that conforming revisions be made another way?*

Answer 6: As mentioned during the Bidders Conference on August 13, please provide suggested contract language that you deem more appropriate to reflect your specific bid.

Question 7: *The draft contract uses the terms "Certificates," "Clean Peak Energy Certificates," "RECs," and "Environmental Attributes," but their relationship to one another is not clear. Please clarify how these terms are intended to relate, and confirm that the* *agreement provides for the purchase and sale of Clean Peak Energy Certificates (CPECs) only, and of no other certificate, attribute, or product.*

Answer 7: The primary product considered under the long-term contract is a Clean Peak Energy Certificate (CPEC). However, should the storage facility produce other types of Environmental Attributes of value now or in the future during the contract term, the EDCs are entitled to those products per the terms and conditions of the long-term contract.

Question 8**:** *Relatedly, "Contract Maximum Award" is defined in terms of RECs rather than CPECs, and the two definitions do not use the same formulation: Section I (Definitions) refers to "a quantity of RECs" and Exhibit G refers to an "amount of RECs," in each case on a monthly basis. Please confirm that (i) the two formulations are intended to have the same meaning, and (ii) the Contract Maximum Award is the maximum number of CPECs the project could theoretically generate in a calendar month, allocated among the Buyers by their respective Buyer Percentage Entitlements.*

Answer 8: Please see the definition for "Renewable Energy Certificates" or "RECs" in the Definitions section of the long-term contract. "A quantity" and "amount" are intended to have the same meaning. Contract Maximum Award is the maximum number of CPECs the project could theoretically generate in a calendar month, allocated among the Buyers by their respective Buyer Percentage Entitlements. Please see Part VII (b) in the CPPD form.

Question 9**:** *Section 3.1 (d) extends Force Majeure relief to only two Critical Milestones: the real property rights needed for interconnection (Section 3.1 (a)(ii)) and the Commercial Operation Date (Section 3.1 (a)(vi)). As the prospective bidder reads the draft, a Force Majeure event that delays any other Critical Milestone gives Seller no extension, which could lead to risk premiums reflected in bid prices. The prospective bidder would welcome any background the Evaluation Team can share on why Force Majeure relief was limited to those two Critical Milestones.*

Answer 9: The Evaluation Team refers the bidder to the terms of the form Environmental Attribute Purchase Agreement. Bidders should prepare their bids on the basis of the Agreement as drafted.

Question 10**:** *Section 4.3(b) provides that the amount to be paid for RECs will be reduced to reflect any Regionalized Transmission Costs as provided in Exhibit D.*

a. Please confirm that the purpose of the price reduction in Section 4.3(b) and Exhibit D is to prevent Buyer from bearing Network Upgrade and interconnection costs twice: once through the contract price and again through regionalized transmission rates.

b. Please also describe how the reduction would operate in practice, including (i) how and when Regionalized Transmission Costs are determined and applied against the price under Exhibit D, and (ii) mechanically how the Page payment reduction described in Exhibit D would work, including how Buyer's Percentage Entitlement is applied. An illustrative calculation would be helpful.

Answer 10:

a. Confirmed.

b. The Evaluation Team refers the bidder to the terms of the form Environmental Attribute Purchase Agreement. Bidders should prepare their bids on the basis of the Agreement as drafted.

Question 11**:** *Please confirm that Section 6.3 (Delivery of Credit Support) is intended to allow Buyer to require Seller to maintain and replenish the amounts already established under Section 6.2, rather than to require Credit Support in excess of those amounts, and whether the drafters would consider language making that limit explicit.*

Answer 11: Please provide contract mark-ups as part of your proposal, if applicable. However, the selection of your proposal does not guarantee acceptance of any mark-ups or guarantee that a contract will be awarded to the bidder.

Question 12**:** *Section 6.6(a) (Disputes Regarding Amount of Credit Support) references the potential for disputes over the amount of Credit Support. Because Credit Support must be provided as a Letter of Credit and the Collateral Requirement is determined according to the Development Period Security and Operating Period Security formulae, it would help to understand what circumstances the drafters anticipate giving rise to such a dispute.*

Answer 12: The Evaluation Team declines to share background.

Question 13**:** *Under Sections 9.3(b)(i) and (iii), Buyer is entitled to a Termination Payment following any Event of Default by Seller, while under Sections 9.3(b)(ii) and (iv) Seller is* *entitled to a Termination Payment only where termination follows an uncured Payment Default or a Bankruptcy Default by Buyer. The prospective bidder would appreciate any background the drafters can share regarding this distinction.*

Answer 13: The Evaluation Team refers the bidder to the terms of the form Environmental Attribute Purchase Agreement. Bidders should prepare their bids on the basis of the Agreement as drafted.

Question 14**:** *The "(excepting the Regulatory Approval)" carve-out in Section 10.1 (a) appears to be a drafting error. Section 8 covers what happens if Regulatory Approval is not obtained. Please confirm that the carve-out in Section 10.1(a) is not intended to make failure to obtain the Regulatory Approval a Force Majeure event.*

Answer 14: The parenthetical in Sec 10.1(a) is to make clear that "Permits" does not include the Regulatory Approval. To the extent Regulatory Approval is not obtained, the contract will be terminated and Force Majeure will become moot. **To confirm**, the carve-out in Section 10.1(a) is not intended to make failure to obtain the Regulatory Approval a Force Majeure event.

Question 15: *Please clarify how performance penalties will be applied when a project's failure to meet its Guaranteed Minimum Delivery Requirement results from curtailment outside the project's reasonable control.*

For example, if a project participates through a Distributed Energy Resource Management System (DERMS) and analysis demonstrates that the project would have been capable of meeting its Guaranteed Minimum Delivery Requirement absent new unanticipated curtailment instructions imposed by the DERMS operator, or utility, would the resulting shortfall nevertheless be treated as an unexcused failure subjecting the project to both the loss of contract revenues associated with the undelivered certificates and to any applicable performance penalties, even though the shortfall was caused by externally imposed unanticipated operating restrictions rather than project non-performance?

Answer 15: There is no Guaranteed Minimum Delivery Requirement in the Contract. The Evaluation Team cannot provide clarifying information on any distribution tariff.

Question 16: *For an existing facility, the CPPD (Part IV) allows a bidder to enter a "Proposed Delivery Term Start Date" rather than an actual Guaranteed Commercial*

Operation Date. Please confirm that a bidder with an existing facility whose current Environmental Attribute offtake commitments run through a date certain (e.g., through calendar year 2030) may propose a Services Term/Contract Year 1 beginning immediately following the expiration of those prior commitments (e.g., January 2031), even though the Facility's actual historical Commercial Operation Date occurred years earlier.

Answer 16: Confirmed.

Question 17: *Please confirm that Environmental Attributes generated by the Facility in excess of the Contract Maximum Amount set forth in the bidder's proposed Delivery Schedule (Exhibit G) are excluded from the exclusivity provisions of the form Long-Term Contract and may be retained or sold by Seller to other parties, consistent with Section 4.1 of the form Long-Term Contract.*

Answer 17: The Environmental Attribute Purchase Agreements do not reserve claim to environmental attributes generated in excess of the Contract Maximum Amounts.

Question 18**:** *If battery degradation causes the Facility's actual discharge duration to fall below 4 hours at some point during the Services Term (despite an initial power cap designed to provide a safety margin), does this constitute a "Failure to Maintain Clean Peak Standard Eligibility" Event of Default under the Long-Term Contract? Is there a cure period, testing protocol, or allowance for a subsequent augmentation (e.g., adding battery modules) before such a failure would be treated as a Default?*

Answer 18: Please see the response to Question 6 of Batch 1.

Question 19: *When will the Form of Long-Term Contract be released, and can it be made available before bids are due?*

Answer 19: The form long-term contracts for both distribution-level and transmission-level energy storage proposals been posted to the 83E II Documents page here.

Question 20: *How will the contract treat replacement costs or damages for CPECs not delivered due to forced outages, system failures, or other events — and which of these events will be covered by force majeure?*

Answer 20: The Evaluation Team refers the bidder to the terms of the form Environmental Attribute Purchase Agreement. Bidders should prepare their bids on the basis of the Agreement as drafted.

Question 21: *What flexibility will be provided on delivery amounts? Specifically, if a project elects to sell less than 100% of expected CPEC output (e.g., 60%), will that percentage be applied per quarter, on an annual basis, or as a fixed CPEC quantity based on estimated annual production?*

Answer 21: Please see Section 4.5 of the Form Long-Term Contracts posted at MACleanEnergy.com. Seller shall transfer to Buyer all of the right, title and interest in and to Buyer's Percentage Entitlement of the RECs and Environmental Attributes produced by the Facility during the Services Term in accordance with the terms of this Section 4.5.

Question 22: *Will DOER add an option allowing a project to deliver a varying/increasing schedule of CPEC amounts over the contract term, rather than a single fixed percentage or quantity?*

Answer 22: The long-term contracts allow for varying amounts of CPECs over the contract term up-to the Contract Maximum Amount and there is no required minimum monthly delivery. However, failing to deliver any CPECs over a consecutive 12-month period is an event of default and you must deliver all generated CPECs associated with fixed Buyer's Percentage Entitlement of the bid capacity throughout the contract term.

Question 23: *What will the contract's default terms, cure terms, and damages provisions be, and how will they interact with other RFP requirements (e.g., the MOU of benefits with DOER and the pursuit of eCNRC status)?*

Answer 23: Please review the Form Long-Term Contracts found at MACleanEnergy.com. There are no interactions between the long-term contract and the MOU with DOER.

Question 24: *For a project located on a Distribution Circuit Multiplier line, if that line is removed from the DCM list before the project can perfect its reservation (which currently requires an Interconnection Services Agreement), will the Form of LTC include a provision allowing the project to retain or obtain DCM status by virtue of having been awarded the contract?*

Answer 24: Only CPECs that are generated by the contracted project will be purchased by the EDCs up-to the Contract Maximum Amount. Execution of a long-term contract under 83E will have no determination of what multipliers the project may or may not qualify for under the CPS.

Question 25: *Alternatively, will the contract allow the CPEC quantity and/or price to be adjusted if a project loses DCM eligibility in this manner before its ISA is finalized?*

Answer 25: No, there will be no adjustments for changes in DCM eligibility.

Question 26: *For projects that will go into the next ISO-NE cluster study starting on October 4, 2026, can CPEC LTC (contemplated in April of 2027) be signed executed after results of the ISO-NE cluster study which is anticipated being in the 4th quarter of 2027?*

Answer 26: No, the Evaluation Team is seeking mature proposals with bidders prepared to execute long-term contracts on the timeline contemplated by the RFP. There will be an 83E Round 3 solicitation to be issued by July 31, 2027, but final RFP details have yet to be determined.