



ADDENDUM NO. 2

ENERGY EXPRESS PROJECT

Battery Energy Storage Equipment and 20-Year Long-Term Service Agreement

Item	Details
Solicitation	7SPC RFP 2026 09 01
Original RFP release	September 1, 2026
Addendum issue date	September 28, 2026

RFP updates: This Addendum and all future updates to the RFP are available at <https://www.sevenstatespower.com/eep-bess-rfp--0926>. Bidders remain responsible for monitoring this page for updates.

This Addendum No. 2 is incorporated into and modifies the Request for Proposals. If this Addendum conflicts with the RFP or another procurement document, this Addendum controls.

RFP Scope and Related Procurements

The current RFP is for a single award covering the complete BESS equipment package, warranty, and required 20-year Long-Term Service Agreement for all 18 projects and 17 sites. It does not include engineering, site design, physical installation, construction, or EPC services. A bidder may use subcontractors or commercial partners within its proposed scope, but Seven States does not intend to make separate awards for portions of the equipment, warranty, or LTSA scope.

Seven States has not selected the engineering or construction contractors. Those services will be procured separately through competitive solicitations. Seven States currently anticipates releasing the engineering services RFP in late November or early December 2026, after selection of the BESS equipment supplier, and the construction services RFP around the second quarter of 2027.

Both solicitations will be posted on the Seven States procurement page. Each solicitation will state its qualification and selection requirements. Prior approval to perform work for a participating local power company will not, by itself, qualify or select a contractor for Seven States.

1. Nondisclosure Agreement

Question: Will Seven States execute a nondisclosure agreement during the proposal period to protect confidential technical, commercial, and operational information included in proposals?

Answer: For bidders that require an NDA before submitting a proposal, Seven States will provide its standard NDA upon request. The NDA may be executed as written without redlines. Seven States will not negotiate individual bidder NDA forms or proposed revisions during the proposal period.

2. BABAA Compliance

Question: Is there any flexibility regarding compliance with the Build America, Buy America Act, or may a bidder submit a proposal that does not offer a BABAA-compliant solution?

Answer: The project will be funded through a USDA award, and the BABAA requirement is imposed by USDA. Accordingly, Seven States does not have discretion to waive this requirement. Proposed equipment must satisfy the applicable BABAA requirements described in the RFP.

3. Exceptions and Alternative Commercial Structures

Question: How flexible are the RFP's commercial requirements, including firm-fixed pricing through the scheduled delivery period, LTSA escalation, capacity-payment credits, performance security, and the bidder's standard commercial framework? May bidders propose alternative terms?

Answer: Certain requirements are mandatory, particularly those relating to USDA funding compliance, federal tax credit eligibility, Foreign Entity of Concern restrictions, domestic content, and BABAA compliance.

For other commercial requirements, bidders may propose alternative approaches or request exceptions. Any requested exception or alternative must be clearly identified and fully explained in the proposal, including how the proposed approach satisfies the intent of the applicable requirement. Seven States reserves the right to evaluate such proposals but does not guarantee that any requested exception or alternative will be accepted.

4. COD Delay, Warranty, and LTSA Commencement

Question: If the Selectee completes its equipment delivery and commissioning obligations, but a site's Commercial Operation Date is delayed for reasons outside the Selectee's control, how will the delay be treated with respect to warranty and LTSA commencement, storage, preservation, additional services, and associated costs?

Answer: The warranty and LTSA term for each site will begin on that site's Commercial Operation Date, as provided in the RFP.

Before execution of the Equipment Supply Agreement, Seven States will provide a proposed delivery schedule, and Seven States and the conditionally selected awardee will agree upon the final delivery schedule. The agreed schedule will provide for completion of all projects no later than two years after execution of the Equipment Supply Agreement.

The Selectee must perform in accordance with the agreed delivery schedule and comply with all applicable storage and preservation requirements. If a delay attributable to Seven States or its contractors extends completion beyond the two-year period, the Selectee must provide the 60-day no-cost storage period stated in the RFP. If the delay continues beyond both the two-year completion period and the 60-day no-cost storage period, Seven States will consider a written change order for reasonable, documented, and preapproved incremental costs directly resulting from the delay, including additional storage, preservation, remobilization, or other required services. No schedule or price adjustment will be provided for delays attributable to the Selectee or its subcontractors. Force majeure events will be addressed in accordance with the executed Agreement.

5. Draft Equipment Supply Agreement

Question: Appendix I.2 requests proposed changes to the Draft Equipment Supply Agreement by agreement section. Please confirm whether Seven States intends to issue a Draft Equipment Supply Agreement and whether bidders will have an opportunity to identify proposed changes.

Answer: Appendix A to the RFP is the Draft Equipment Supply Agreement and is available for download from the Energy Express BESS RFP procurement page at <https://www.sevenstatespower.com/eep-bess-rfp--0926>.

As stated in Appendix A, bidders must identify all requested exceptions or revisions in the designated contract-exceptions section of the Bidder Response Forms and provide proposed replacement language. Bidders should not submit a marked-up copy of Appendix A unless requested by Seven States.

6. Reference Configurations and Portfolio Pricing

Question: Are bidders required to provide detailed technical configurations and layouts only for the 8 MW / 32 MWh and 20 MW / 80 MWh reference configurations, rather than for every site? What pricing information is required for the intermediate 10 MW / 40 MWh, 12 MW / 48 MWh, and 15 MW / 60 MWh configurations?

Answer: Yes. Detailed technical configurations and layouts are required only for the 8 MW / 32 MWh and 20 MW / 80 MWh reference configurations. Bidders should explain how those reference configurations will be adapted to the intermediate project ratings included in the portfolio.

Bidders must also provide estimated all-in site pricing for the 8 MW / 32 MWh, 10 MW / 40 MWh, 12 MW / 48 MWh, 15 MW / 60 MWh, and 20 MW / 80 MWh configurations using assumptions consistent with the firm Category A proposal. The firm Category A price must cover the complete 18-project portfolio, and bidders must complete all applicable fields in the revised Appendix B Pricing Workbook issued with this Addendum. The configuration estimates do not replace the firm portfolio total or the binding site allocation to be completed before execution of the Equipment Supply Agreement.

Separate detailed layouts for the intermediate configurations or individual sites are not required at the proposal stage unless the bidder proposes a site-specific exception or material deviation from its reference configuration.

7. Peak Event Capacity Payment Credit

Question: The Pricing Workbook requires bidders to use the current estimated capacity payment of \$10.00/kW-month for proposal risk pricing while acknowledging that the binding capacity payment may change through Commercial Operation Date. If the final binding capacity payment differs materially from that assumption, will the LTSA price or the Selectee's Peak Event Capacity Payment Credit exposure be subject to an equitable adjustment? May a bidder defer proposed limitations concerning risk allocation, aggregate caps, exclusivity of remedies, and chronic failure provisions until contract negotiations?

Answer: The \$10.00/kW-month estimate is a reasonable current planning assumption and must be used by all bidders to standardize pricing and facilitate an equitable comparison of proposals during the RFP process.

Before execution of the Equipment Supply Agreement, Seven States will provide the conditionally selected awardee with its then-current best estimate of the applicable capacity payment, including projected annual escalation assumptions. Seven States will permit the conditionally selected awardee to propose an adjustment to the portion of its proposal specifically attributable to Peak Event Capacity Payment Credit exposure based on the updated assumptions. Any such adjustment must be supported by sufficient detail, will be subject to Seven States' review and approval, and will not provide a basis for reopening unrelated pricing or commercial terms. The final agreed pricing and assumptions will be incorporated into the executed Agreement.

Section 6.9 establishes the applicable contractual framework. The Peak Event Capacity Payment Credit is an express contractual credit in addition to applicable repair, replacement, warranty, corrective-action, and chronic-failure obligations. It is not excluded as consequential damages. A credit will offset ordinary availability damages arising from the same event, and annual credits for an affected site are capped at 100% of that site's annual binding capacity payments, subject to the executed Agreement. That cap does not limit the other obligations and remedies identified in Section 6.9.

The executed Agreement will control final remedy exclusivity, cure periods, caps, and liability treatment. However, bidders may not defer known exceptions until subsequent negotiations. Any proposed limitation or alternative risk allocation must be clearly identified in Appendix I.2 of the Bidder Response Forms, with proposed replacement language. A general reservation of rights is not a substitute for identifying the requested exception in the proposal.

8. Delivery Schedule Adjustments

Question: The Pricing Workbook contemplates a proportional delivery schedule shift of up to three months into the first quarter of 2029. May bidders identify a price impact associated with that shift, and would schedule changes beyond the three-month period be subject to an equitable adjustment for documented incremental costs?

Answer: For proposal pricing and evaluation purposes, bidders must use the estimated schedule provided in the RFP and Pricing Workbook, including anticipated completion by the end of calendar year 2028 and the potential proportional shift of up to three months into the first quarter of 2029. Bidders should not include a separate price adjustment for a schedule shift within those estimated parameters.

The dates provided in the RFP and Pricing Workbook are planning estimates and will not constitute the final contractual delivery schedule. Before execution of the Equipment Supply Agreement, Seven States will provide a proposed delivery schedule, and Seven States and the conditionally selected awardee will agree upon the final delivery schedule and associated firm-fixed pricing. The agreed schedule will provide for completion of all projects no later than two years after execution of the Equipment Supply Agreement.

Following execution, the Selectee must perform in accordance with the agreed delivery schedule and provide the 60-day no-cost storage period required by the RFP. If a delay attributable to Seven States or its contractors extends completion beyond both the two-year completion period and the required 60-day no-cost storage period, Seven States will consider a written change order for reasonable, documented, and preapproved incremental costs directly resulting from the additional delay. No adjustment will be provided for delays attributable to the Selectee or its subcontractors. Force majeure events will be addressed in accordance with the executed Agreement.

9. BESS Site Footprint and Layout Requirements

Question: Will Seven States provide the allowable dimensions for the BESS installation at each site, or may bidders assume a single general layout size for all sites?

Answer: Seven States is not establishing a single allowable footprint or common layout dimension for all sites at the proposal stage. Bidders must provide detailed layouts and footprint dimensions for the 8 MW / 32 MWh and 20 MW / 80 MWh reference configurations and explain how those configurations will be adapted to the intermediate project ratings in the portfolio.

The proposal should identify the minimum land area and overall dimensions required for the proposed equipment, together with required equipment spacing, safety and maintenance clearances, access, unloading, and other material siting constraints. Bidders should clearly identify any minimum site dimension or configuration requirement that could limit application of the proposed solution.

Site-specific designs will be completed after selection using the selected supplier's certified equipment dimensions and the available area and constraints at each site.

10. Equipment Supply Agreement Exhibits

Question: The form of Equipment Supply Agreement identifies several exhibits. When will those exhibits be provided for review and collaboration?

Answer: Article 22 of Appendix A identifies the required exhibits and the subject matter to be included in each. The exhibits will be developed and completed with the conditionally selected bidder before execution of the Equipment Supply Agreement. They will incorporate the selected proposal, Pricing Workbook, delivery schedule, technical submittals, testing and commissioning requirements, documentation, insurance, cybersecurity, safety and compliance requirements, spare parts, and applicable site-specific requirements.

Bidders should not defer known contract exceptions until the exhibits are completed. Any requested exception to Appendix A or to the anticipated exhibit requirements must be identified in Appendix I.2 of the Bidder Response Forms, with proposed replacement language. The final Agreement and exhibits will remain subject to Seven States and USDA review and approval.

11. BESS Manufacturer Qualification and Communications

Question: Must a proposed BESS manufacturer be included on an approved-supplier list maintained by Seven States, a participating local power company, or a project contractor? If not, how will the manufacturer qualify, what materials are required, and where should qualification materials and related technical questions be submitted?

Answer: Seven States has not established a separate preapproved-supplier list for this procurement. A proposed BESS manufacturer does not need prior approval from Seven States, a participating local power company, or a future engineering or construction contractor to submit a proposal.

Manufacturers will be evaluated through this RFP using the qualification, experience, compliance, technical, commercial, warranty, and LTSA requirements stated in the solicitation. Required qualification materials must be included with the bidder's proposal in accordance with the submission instructions. Seven States may request clarifications or additional supporting documentation during its evaluation.

All questions and procurement-related communications must be submitted to ECP-BESS-RFP@7spc.com. Seven States is not designating a separate technical contact during the solicitation period.

12. Domestic Content Compliance Method

Question: What method will Seven States use to evaluate compliance with the domestic-content requirements, and may bidders rely on the Adjusted Percentage Rule, safe harbors, or statutory exceptions?

Answer: Seven States expects each project to fully satisfy the domestic-content requirements necessary to qualify for the applicable domestic content bonus credit amount and preserve the full elective-payment amount. Bidders should propose domestically produced steel, iron, manufactured products, and manufactured-product components to the maximum extent practicable. To reduce compliance risk, Seven States strongly prefers solutions using battery cells manufactured in the United States. Bidders must clearly identify the country of manufacture for battery cells and other major components.

For manufactured products, Seven States will evaluate the potential application of the Adjusted Percentage Rule and any applicable Treasury or IRS safe harbor using the component information provided by the bidder. Any safe harbor will be applied in accordance with its terms, and overall compliance will be determined at the project level under the law and guidance then in effect. Because compliance depends on the final combination of products and components included in each project, Seven States cannot establish in advance an acceptable amount of foreign-sourced or otherwise noncompliant material.

Bidders should not assume that a statutory exception or particular safe harbor will be available or sufficient to establish compliance. Proposals must provide the sourcing, manufacturing-location, cost, and other supporting information required by the RFP so Seven States can evaluate compliance. Seven States may require additional domestic content or alternative components before award or execution of the Equipment Supply Agreement.

Issued by Seven States Power Corporation