

# OKLAHOMA GAS AND ELECTRIC COMPANY



## **SUMMER DELIVERABLE CAPACITY 2024-2027 REQUEST FOR PROPOSAL**

*Electric Generation Capacity  
Purchase Power Agreement*

RFP Issue Date – March 10, 2023  
Responses Due – April 7, 2023

## 1. RFP Purpose and Scope

### 1.1. Purpose

Oklahoma Gas and Electric Company (“OG&E”), a subsidiary of OGE Energy Corp, is issuing this Request for Proposal (“RFP”) to solicit proposals from potential suppliers (“Bidders”) for up to 600 MW of SPP summer deliverable capacity to be delivered between June 1 and September 30 of the individual years 2024, 2025, 2026, and/or 2027. OG&E anticipates securing Southwest Power Pool (“SPP”) Deliverable Capacity for the Summer Seasons of 2024, 2025, 2026 and/or 2027 to satisfy some portion of its reserve margin requirements in those years.

### 1.2. Scope of Request

The scope of this RFP is focused on SPP Deliverable Capacity for the Summer Seasons of 2024, 2025, 2026, and/or 2027.

- Product – OG&E seeks proposals of capacity-only products. This RFP allows Bidders to offer proposals for up to 600 MW of capacity qualified to serve OG&E’s reliability obligations as defined in the SPP Resource Adequacy Requirements as per Attachment AA section 4 of the SPP Open Access Transmission Tariff (“OATT”) as approved by the Federal Energy Commission on August 8, 2018.
- Quantity – OG&E is seeking proposals including bids up to 600 MW of generating capacity.
- Individual Delivery Periods. Bidder to identify time period for Bid:
  - June 1 through September 30, 2024
  - June 1 through September 30, 2025
  - June 1 through September 30, 2026
  - June 1 through September 30, 2027

- Market Participant – Seller must be a Market Participant in SPP.
- Capacity Registration – The generation resource must be registered in the SPP Integrated Marketplace.
- Summer Deliverable Capacity – Seller must provide proof of deliverability to SPP’s Balancing Authority Area by providing the current Summer Season Deliverability Study results provided by SPP.
- Operations – The facility must be made available to and offered into the SPP Integrated Marketplace. The facility must be able to respond to requests, directives and emergency orders from SPP.

**2. RFP Schedule and Submittal**

**2.1. Schedule**

The following schedule and deadlines apply to this RFP. OG&E reserves the right to revise this schedule at any time and for any reason at OG&E’s sole discretion.

<b><u>Activity</u></b>	<b><u>Completion Date</u></b>
Issuance of RFP	March 10, 2023
Proposal Due Date	April 6, 2023
Notify Bidders of Decision	April 21, 2023
Complete Agreements	April 28, 2023

**2.2. Submittal**

Proposals will be accepted until April 6, 2023. All Bidder proposals and questions should be sent to the following email: [SummerCapRFP@oge.com](mailto:SummerCapRFP@oge.com)

**3. Minimum Proposal Content Requirements**

The following is a list of information that OG&E requires:

- Bidder's Information – Name of Company, Address and Company Representative (name, phone number and email address) offering a Proposal under this RFP.
- Plant Name and Location – Name and address.
- Quantity – Capacity of facility to be considered in the response.
- Contract term – Time period of potential contract to coincide with Delivery Period.
- Capacity Price – Capacity price should be expressed in \$/kW-month for the specified term.
- SPP Resource Adequacy Requirements:
  - Proof of registration in the SPP Integrated Marketplace.
  - Current Operational Test results as performed in accordance with the SPP Planning Criteria or proof that this test has been supplied to SPP.
  - Current Capability test results as performed in accordance with the SPP Planning Criteria or proof that this test has been supplied to SPP.
  - Proof or attestation that the Deliverable Capacity being offered is not included in the Deliverable Capacity or Firm Capacity utilized by another Load Responsible Entity ("LRE").
- Transmission – Estimated deliverability to the SPP's Balancing Authority Area by providing the most recent Deliverability Study results provided by the SPP.

#### **4. General Proposal Guidelines**

##### **4.1. Confidentiality**

Information provided in response to this RFP will be considered confidential. OG&E will take reasonable precautions and use reasonable efforts to maintain the confidentiality of all such information provided. However, all such information provided may be shared with and disclosed to the Oklahoma Corporation Commission, the Arkansas Public Service Commission or any other governmental authority or judicial body with jurisdiction relating to these matters as requested or required and may also be subject to legal discovery.

#### **4.2. Minimum Credit Requirements**

It is the responsibility of the Bidder and any guarantor of Bidder to demonstrate, to the satisfaction of OG&E, the financial ability to perform under the terms proposed.

#### **4.3. Regulatory Approvals and Permits**

Bidders will be responsible for having or obtaining all necessary permits, licenses and approvals associated with their proposals.

#### **4.4. Environmental Requirements**

The Bidder is exclusively and entirely responsible for meeting and satisfying all federal, state, and local permits, licenses, approvals and/or variances that are required to assure physical delivery of capacity.

#### **4.5. Reservation of Rights**

OG&E has no obligation to accept any proposal, regardless of whether the stated base price in any such proposal is the lowest price offered in the RFP process, and may reject any proposal, in its sole discretion, for any reason without any obligation to disclose the reason(s) for rejection.

By participating in the RFP process, each Bidder agrees that: (a) except to the extent of any representations and warranties contained in an executed power purchase agreement ("PPA"), any and all information furnished by or on behalf of OG&E or any of its affiliates in connection with this RFP is being or will be provided

without any representation or warranty, express or implied, as to the accuracy or completeness of such information, and (b) except as otherwise provided in an executed PPA, neither OG&E nor any of its representatives shall have any liability to any Bidder or its representatives relating to or arising from the use of or reliance upon any such information or any errors or omissions therein.

Bidders who submit proposals do so without recourse against OG&E for either rejection of their proposal or proposals or for failure to execute an agreement for any reason.

## **5. RFP Bid Evaluation**

### **5.1. Initial Proposal Review**

OG&E will perform an initial review of each proposal to determine if all required information has been provided. Each proposal must have clear and complete pricing and other required information and propose terms reflecting the Delivery Period noted in Section 1.2. Each proposal must be final, irrevocable until May 31, 2023 and be signed by an officer or similarly situated representative of Bidder.

OG&E reserves the right to either: (1) reject incomplete proposals from further consideration, or (2) contact Bidders for purposes of clarifying proposal terms or requesting additional information.

### **5.2. Proposal Evaluation**

OG&E will assess the value of proposals within the context of its obligation to reliably and economically serve its customers. OG&E will analyze the information based on economic and risk attributes including its ability to utilize the capacity to meet its resource adequacy requirements. Preference will be given to the Bidder that supplies the lowest overall cost and risk as evaluated solely by OG&E.

## **6. Post Bid Negotiations and Awarding of Contracts**

OG&E is not obligated to enter into a definitive agreement with any Bidder responding to the RFP and may terminate or modify this RFP at any time without liability or obligation to any Bidder. OG&E also reserves the right to negotiate with only those Bidders who propose transactions that OG&E believes, in its opinion, to have a reasonable likelihood of being executed substantially as proposed.

## **7. Disclaimer and Other Terms / Certification**

### **7.1. General**

By submitting a proposal in response to the RFP, Bidder agrees that any costs incurred in responding to this RFP, or in support of activities associated with this RFP, are to be borne by solely by Bidder and may not be billed to OG&E. OG&E shall incur no obligation or liability whatsoever to anyone by reason of issuance of this RFP, or action by anyone relative thereto. Under no circumstances including OG&E's termination of this RFP will OG&E, its parents or affiliates be responsible for any costs or expenses of Bidder incurred in connection with this RFP process.

Although OG&E has the right to select a Bidder from those who submit proposals to OG&E, the submission of a response to this RFP does not constitute and should not be construed as any agreement or promise by OG&E to grant or award business to any specific Bidder. Nothing in this RFP, which merely requests that Bidders who may be interested in obtaining OG&E's business in performing the services discussed in this RFP, shall mean or be construed as meaning that OG&E has promised or incurred any obligation to any Bidder unless and until OG&E specifically contracts in writing with a Bidder to provide the services discussed in this RFP.

### **7.2. Evaluation and Notification**

OG&E shall have complete discretion in determining which Bidder, if any, shall be awarded a contract to perform the services outlined in the RFP. In addition to

price, all other factors included in this RFP and response thereto may be used by OG&E to evaluate proposals submitted in response to this RFP. OG&E has no obligation to detail to any Bidder the results of the proposal evaluation process or the reason(s) why a Bidder was or was not selected.

### **7.3. Duration and Terms of Agreement**

At the time of awarding a contract, if any, Parties shall confirm the transaction in a form similar to Schedule C of the Western Systems Power Pool Master Agreement using terms and conditions required by OG&E with minimum revisions. In the event that OG&E and any Bidder that is initially selected cannot agree on the terms and conditions of a written contract, then OG&E reserves the right to select an alternate Bidder to be awarded a contract in connection with the RFP.

No modification to the Bidder's response to the RFP and the terms and conditions therein shall be valid unless in a written document executed by OG&E. Oral comments or responses made by OG&E personnel with respect to any question shall not be binding upon OG&E. The contents of submitted proposals, and any subsequent material submitted may be referenced in the contract, if any, that is awarded and may be considered to be contractual obligations of the successful Bidder, if any, unless otherwise agreed to in writing by OG&E. No information should be submitted that could not be incorporated into a contract.

### **7.4. Award**

OG&E reserves the right to make one award, multiple awards or no award under this RFP. Additionally, OG&E may cancel this RFP at any time, if doing so is in the best interest of OG&E.

### **7.5. Ownership and Rights**

Upon receipt by OG&E of a response to the RFP, all submitted documents and other materials submitted by a potential service/storage provider and other electronic material and all information included therein shall become the property



of OG&E. Responses may be reviewed and evaluated by individuals (other than competing companies) at the discretion of OG&E.

## **7.6. Pricing**

A Bidder submitting a response shall keep the prices, terms and conditions contained in its response to this RFP firm and irrevocable after the response to the RFP is submitted. Upon award, if any, of any contract following this RFP, the potential service/storage provider's RFP response, the prices, terms and conditions may be altered solely as provided in the terms and conditions of a contract executed by OG&E and the recipient of the award.

## **7.7. Clarification**

OG&E or its agent reserves the right to obtain clarification of any point in a Bidder's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Bidder to respond to such a request for additional information or clarification could result in rejection of that Bidder's response or responses.

## **7.8. Publicity**

Any publicity giving reference to this RFP, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be only with the specific approval of OG&E.

## **7.9. RFP Compliance**

A Bidder shall meet the terms, conditions and specifications of the RFP.

## **7.10. Governing Law; Dispute Resolution**

The Bidder agrees that the terms and conditions of this RFP, any response thereto and any contract awarded to Bidder under this RFP shall exclusively be subject to and governed by the laws of the State of Oklahoma excepting its laws regarding

conflicts of law. In addition, the Bidder agrees that any dispute between OG&E and the Bidder with respect to this RFP or any response thereto shall be resolved as follows. The parties shall first use reasonable efforts to discuss and negotiate a resolution of the controversy. If the efforts to negotiate a resolution do not succeed, the parties agree that the state and federal courts in Oklahoma County, Oklahoma shall have sole and exclusive jurisdiction and venue with respect to any such proceeding. The parties acknowledge and agree that they waive any objections to the jurisdiction of and venue in these courts. THE PARTIES FURTHER EXPRESSLY ACKNOWLEDGE AND AGREE THAT THEY IRREVOCABLY WAIVE THEIR RIGHT TO A JURY TRIAL WITH RESPECT TO ANY LEGAL PROCEEDING THAT RELATES TO THIS RFP AND THE SUBJECT MATTER THEREOF. The prevailing party, if any, in any legal proceeding related to this RFP shall have the right to recover its reasonable attorneys' fees and costs.

#### **7.11. Certification**

By submitting a Proposal in response to this RFP, the Bidder hereby certifies that all of the required items are included in this Bidder's response to the RFP and that all items including quoted prices have been submitted in accordance with the instructions set forth in this RFP.

Bidder further certifies that the proposal submitted is made in good faith without fraud, collusion, or connection of any kind with any other company; and that this potential service provider is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

Bidder further certifies that they are an authorized representative of the Bidder company and that said company agrees to the terms and conditions stated in the RFP and the company's response thereto.