

OKLAHOMA GAS AND ELECTRIC COMPANY



2023 BRIDGE CAPACITY REQUEST FOR PROPOSALS

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Definitions

Except in those certain instances where the context states another meaning, the following terms, when used in this Request for Proposals document, shall have the meanings below. These Request for Proposals definitions do not supplant the definitions used in the Form Build Transfer Agreement attached to this Request for Proposals.

“Accredited Capacity” means capacity that meets the resource adequacy requirements as determined in accordance with SPP Planning Criteria.

“Bid” means one offer made in response to the Request for Proposals.

“Bidder” means a single legal entity submitting one or more offers in response to the Request for Proposals.

“Capacity” means the quantity of electric power produced by a Generation Facility at a point in time, as measured in kilowatts or megawatts in alternating current (“AC”).

“Commission” when used in the singular means the Oklahoma Corporation Commission.

“Commissions” means collectively the Oklahoma Corporation Commission and the Arkansas Public Service Commission.

“Energy” means an amount of electricity that is bid or offered, produced, purchased, consumed, sold or transmitted over a period of time, which is measured or calculated in megawatt hours (“MWh”).

“Integrated Marketplace” means SPP’s Energy and Operating Reserve Markets and the Transmission Congestion Rights Markets.

“IRP” unless otherwise noted, shall refer to OG&E’s 2021 Integrated Resource Plan found here: <https://ogeenergy.gcs-web.com/static-files/6fd094d7-f7d6-4dae-8ec9-7482d0071a34>.

“PPA” means Power Purchase Agreement, a document establishing the terms of a purchased-power portfolio for a utility that meets the utility’s planning objectives and strikes an appropriate balance between power supply costs and the related risks to which consumers are exposed (e.g., purchased-power cost increases and power supply disruptions) over the term of the resource plan.

“SPP” means the Southwest Power Pool, the nonprofit regional transmission operator providing transmission services to OG&E and other utilities across Midwestern and Southwestern states.

1 2023 OG&E Bridge Capacity Request for Proposals Overview

This document constitutes a Request for Proposals ("RFP") from parties to supply Accredited Capacity to Oklahoma Gas and Electric ("OG&E" or "the Company"), a subsidiary of OGE Energy Corp. A high-level summary of this RFP is provided in Table 1.

Table 1: RFP Summary

Attribute	Requirement
Quantity	Up to 600 megawatts ("MW") of Accredited Capacity.
Contract Date	OG&E is seeking Accredited Capacity beginning as early as January 1, 2024 and ending no later than March 31, 2028.
Contract Duration	Between 12 and 51 months.
Contract Type	Power Purchase Agreement, with a preference for capacity-only contract(s). Bidders may propose Bids that include products in addition to capacity when they are accompanied by at least one Bid of capacity-only.
Operations	The facility must be registered in the SPP Integrated Marketplace. The facility must be able to respond to requests, directives, and emergency orders from SPP.
Location	SPP, with preference for OG&E's service territory in Oklahoma or Arkansas.

A Technical Conference will be held to describe the RFP and aid in answering any questions. Bidders are encouraged but not required to attend the Technical Conference. The Technical Conference will be held from 10:00 AM to 11:00 AM Central Prevailing Time ("CPT") on March 21, 2023. Interested parties may request meeting details by sending an email to BridgeCap2023RFPComm@oge.com. OG&E will respond with meeting call-in information to requests received by 3 PM on March 20, 2023. Meeting materials displayed by OG&E at the Technical Conference will be posted on-line after the conference.

The schedule for this RFP is provided in Table 2; OG&E reserves the right to change the schedule at any time and at its sole discretion.

Table 2: Schedule for OG&E Bridge Capacity RFP

Item	Date
RFP Issue Date	March 10, 2023
Technical Conference	March 21, 2023
Notice of Intent to Bid Due Date	April 4, 2023
Questions Deadline	April 5, 2023
Bid Due Date	April 6, 2023
Bid Opening Day	April 7, 2023
Notify Bidders of Decision (expected)	April 21, 2023
Complete Agreements (expected)	April 28, 2023

The terms and conditions of this RFP may, at any time, be changed, postponed, withdrawn, and/or canceled, including any requirement, term, or condition of this RFP, any and all of which shall be without

any liability to OG&E. All changes to the schedule will be posted under “Current Opportunities” at <https://www.oge.com/wps/portal/ord/who-we-are/supplierscontractors> (“RFP Website”). OG&E will endeavor to notify all participants who have filed a timely Notice of Intent to Bid of any such cancellations, modifications, or schedule changes that are made prior to the Bid due date. However, it is Bidder’s responsibility to monitor the RFP Website. OG&E will have no responsibility for failing to notify Bidders of any changes, postponements, withdrawals, and/or cancellations.

2 RFP Process and Requirements

This section outlines the communication requirements and Bidder requirements related to this RFP.

2.1 Communication Requirements

All communications regarding the RFP, other than Bid submissions, should be directed to: BridgeCap2023RFPComm@oge.com. Any unsolicited direct contact with employees or representatives of OG&E RFP Evaluation Team concerning this RFP is not allowed and may constitute grounds for disqualification. See Section 2.2 for instructions regarding Bid submission.

2.1.1 Questions

2.1.1.1 Questions to OG&E

Prospective Bidders are encouraged to submit questions about this RFP on or before the deadline for submission of questions listed in the schedule. All questions, and responses to those questions, will be posted to the “RFP Website” in a timely manner after receipt of the question to the best of OG&E’s capabilities. Questions submitted will not be treated as confidential, and the question and answer may be shared for the benefit of other interested parties via the RFP Website. However, Bidder names will not be included in question-and-answer material posted to the RFP Website. OG&E’s objective in posting these questions and answers is to ensure that all Bidders have equal access to information that may be potentially relevant to their Bids.

Should OG&E determine it is necessary to provide confidential information to provide necessary information for Bidders, then Bidders wishing to receive responses to such questions will be required to sign the Mutual Nondisclosure Agreement (in Appendix B) and receive a counter-signed copy of that agreement from OG&E before receiving the OG&E question response. The determination of whether confidential treatment is required will solely be at the discretion of OG&E.

2.1.1.2 Questions to Bidders

Following the submission of Bids, OG&E may request clarification and additional information from Bidders at any time during the evaluation process. Responses shall be considered part of the Bid and treated in accordance with Section 2.2.4. Bidders that do not respond promptly to such information requests or do not provide adequate information may be eliminated from further consideration or have the information in their Bid(s) modified by OG&E to produce a reasonable and appropriate evaluation. Bidders may not alter their Bid(s) in response to requests for additional information.

2.1.2 Notice of Intent to Bid

Notice of Intent to Bid (“NOI”) is mandatory for Bids to be accepted. Submittal of NOI does not bind Bidders to submit a Bid; however, submittal of a Bid does require that a NOI has been submitted by the

NOI due date. Bidders must submit a NOI for each Bid planned to be made by midnight, CPT on the date prescribed on the RFP schedule. The NOI form is included as Appendix A and is to be submitted via email to BridgeCap2023RFPComm@oge.com. Receipt of the NOI will be confirmed via email from OG&E to the Bidders.

The NOI Form is found in Appendix A. Bidders are solely responsible for all costs they incur in preparation of their Bid(s) and participation in this RFP process.

2.2 Bid Submittal Requirements

This section outlines the content and form requirements for all Bids submitted in response to this RFP. Bids that do not all include the information requested in this section will be ineligible for further evaluation unless the information requested is not applicable or relevant to a given Bid.

2.2.1 Mutual Nondisclosure Agreement

Each Bidder is required to submit a signed Mutual Nondisclosure Agreement (Appendix B) with its Bid(s). A single agreement can be submitted to cover all Bids from a Bidder. OG&E will return by email a countersigned copy of each appropriately completed Mutual Nondisclosure Agreement to the Bidder within five (5) business days.

Bidders who completed a Mutual Nondisclosure Agreement as part of the question-and-answer part of this RFP process (per Section 2.1.1.1) should submit that signed agreement with their Bid(s).

2.2.2 Bid Certification and Attribute Forms

Each Bidder must submit a Certification and Authorization Form available in Appendix C. Bidder can submit a single Appendix C file identifying all Bids it is offering.

Bidders must complete and submit a set of Microsoft Excel (“MS Excel”) Bid Attribute Forms available in Appendix D and listed in Table 3. A written narrative may be included at the bidder’s discretion.

Table 3: Bid Attribute Forms

Form ID	Form Title
Form A	Bidder Contact Information
Form B	Resource Description
Form C	Resource Technical Description
Form D	Operational Information – Availability Profiles
Form E	Expected Annual Data for Performance
Form F	Operational Information – Historical GADs EFORD
Form G	Financial Information
Form H	Bid Pricing

2.2.3 Redline of Form PPA

A model form PPA will be provided to Bidders upon request. Requests should be submitted via email to BridgeCap2023RFPComm@oge.com. Bidders are responsible for reviewing all terms and conditions

specified in the PPA and taking their terms and conditions into consideration in developing their Bids. OG&E has a strong preference and expectation for no to minimal changes to the proposed commercial terms and conditions in the Form PPA.

2.2.4 RFP Submission

All Bid submissions are required to be sent electronically to: BridgeCap2023RFPBids@oge.com. ***Please note this is a separate email address from that used for other RFP communications.*** OG&E will not accept paper copies of Bids, nor Bids delivered other than through the provided Bid email address. After Bids are opened on OG&E's Bid Opening Day, Bidders will receive a confirmation of receipt from OG&E's Bid email address.

Bidder will bear the risk of any failure of Bidder to submit all required information, including forms and attachments, by the Bid Due Date, as required by this RFP. Bids not delivered in accordance with the requirements of this RFP are untimely and may be eliminated from consideration in this RFP. Bids that do not include all information, forms, and attachments required by this RFP may be considered non-conforming and rejected on that basis. Bids submitted in response to this RFP will become the property of OG&E. At the conclusion of the process, all Bids will either be archived or destroyed.

2.2.5 Confidentiality of Response

Bids submitted in response to this RFP, and any contracts resulting from this RFP, will be treated as confidential. Nonetheless, Bidders should be aware that information received in response to the RFP may be subject to review by applicable regulatory agencies. Information submitted in response to the RFP may become subject to federal or state laws pertaining to public access to information as a result of any reviews conducted by the aforementioned agencies. As such, Bidders should clearly designate all sensitive information as "Confidential." Except as required by regulatory reviews, OG&E will use reasonable efforts to avoid disclosure of such confidential information to persons other than those involved with the evaluation, selection, and any subsequent negotiations.

2.3 Validity of Bids

Bids shall remain valid through May 31, 2023. Bids shall be considered as irrevocable and may not be modified, except as agreed upon in mutual negotiations between the Bidder and OG&E in the post evaluation period. All Bids will be evaluated as per the Bid evaluation process described in Section 3.

2.4 Limitation of Liability

Neither this RFP nor any other aspect of this solicitation shall create an agency, partnership, joint venture, or co-tenancy relationship among the members of the OG&E evaluation team or any other entities involved in the development or administration of this RFP, nor any other relationship or liability beyond those (if any) explicitly adopted in writing and executed by authorized representatives of OG&E and/or the appropriate entity. Neither OG&E nor any other persons or entities involved in the RFP administration and evaluation shall be liable for any act or omission. Neither this RFP nor any other aspect of this solicitation creates or is intended to create third-party beneficiaries hereunder. In no event will OG&E or participating RFP entities be liable to any person for special, incidental, punitive, exemplary, indirect, or consequential damages or lost profits, whether by statute, in tort or contract or otherwise.

2.5 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.

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

3 Bid Evaluation

3.1 Introduction

OG&E and its authorized agents will evaluate the Bids to determine which, if any, have the potential to provide the most economical, reliable, and viable alternatives for OG&E’s customers. OG&E will use an evaluation process with three (3) components including a threshold evaluation, a non-price (qualitative) evaluation, and a price (quantitative) evaluation. Only those Bids found to have satisfied the threshold RFP requirements will be evaluated based on the identified qualitative and quantitative criteria. OG&E may select the top-ranking Bid based on the combined qualitative and quantitative score from among Bids received or may select multiple bids to comprise a portfolio able to satisfy OG&E’s need. Qualitative and quantitative factors will be considered simultaneously. The total weighting of quantitative factors will be 70%, and the total weighting of qualitative factors will be 30%.

3.2 Threshold Evaluation

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 noted in Section 1. 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.

3.3 Non-Price (Qualitative) Evaluation Criteria (30% in aggregate)

OG&E will consider the following three (3) qualitative criteria in evaluating each Bid. These are not incorporated into the quantitative evaluation (see Section 3.4 of this RFP) of each Bid.

1. Cost and Contract Risks (10%)
2. Capacity Security Risks (20%)

3.3.1 Cost and Contract Risk (10%)

Contract risks, costs, and benefits will be assessed based on the extent to which pricing is firm and without dependencies or contingencies and/or the cost containment measures effectively limit cost risk for OG&E customers. Where non-firm elements are included in pricing, Bidders will be assessed on the rationale for such an inclusion and the extent to which it is the interest of OG&E customers.

Additionally, Bids will be assessed on the extent to which the Bidder accepts all terms and conditions of the Form PPA. OG&E has a strong preference and expectation for no to minimal changes to the proposed terms in the Form PPA.

3.3.2 Capacity Security Risk (20%)

OG&E will consider security of the Accredited Capacity credit for the resource based on current SPP Planning Criteria and will also consider the potential for changes to SPP Planning Criteria. Bidders should provide their expected capacity accreditation for both summer and winter seasons according to SPP. Where such information is not available, Bidders should provide indications of their expected performance ratings for each required obligation period including data confirming the resource's designated operational performance.

3.4 Price (Quantitative) Evaluation Criteria (70%)

All Bids will be evaluated on price and operational performance factors in the quantitative evaluation through simulation of the impact of the Bid on the costs paid by OG&E's customers.

4 General Terms and Conditions

4.1 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.

4.2 Site Approvals and Permits

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

4.3 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.

4.4 Publicity

Any publicity giving reference to this RFP and any matters related thereto, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, is prohibited and shall not be made without the specific written approval of OG&E.

4.5 Governing Law / Dispute Resolution / Arbitration

This RFP shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of Oklahoma, without regard to any conflict of laws principles thereof that would call for the application of the law of any other jurisdiction.

In the event of any dispute relating to this RFP, the parties shall first attempt to resolve the dispute via informal discussions including discussions between the parties' respective senior executives. If those efforts fail to resolve the dispute then the parties agree that they shall resolve any dispute relating to this RFP via binding arbitration to be conducted by a panel of three (3) arbitrators pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect (the "Rules"), as amended herein. All such disputes shall be finally settled by binding arbitration in accordance with these provisions.

The place of arbitration shall be Oklahoma City, Oklahoma. The arbitration proceedings shall be held in the English language.

Time is of the essence for any arbitration under this RFP. As a result, the parties agree that unless they mutually agree to extend this deadline, the arbitration hearing shall take place within 150 days of filing and awards or decisions rendered within 180 days; provided that the arbitration panel may extend such deadlines in its sole reasonable discretion, and failure by the arbitrators to conclude the arbitration hearing or make such award or decision within the foregoing deadlines shall not invalidate such arbitration hearing, award or decision. The award of the arbitrators shall be accompanied by a reasoned award. The awards or decisions rendered via arbitration as provided in these provisions shall be final and binding upon the parties.

The parties hereby irrevocably submit to the in personam jurisdiction of the state and federal courts located in Oklahoma County, Oklahoma, and agree that any such court shall have sole and exclusive jurisdiction to enter all such orders as may be necessary or appropriate to enforce and/or to confirm any

ruling or decision or any award rendered by the arbitration panel, including orders directing interim measures, interim awards, or Emergency Measures of Protection (as defined in the Rules) under the Rules.

By agreeing to arbitration, the parties do not intend to limit their ability to seek and obtain interim or emergency relief as provided in the Rules (including Emergency Measures of Protection) or deprive the courts identified in this RFP of their jurisdiction to enforce or confirm any interim or emergency relief granted under the Rules or issue any other order in aid of arbitration proceedings and the enforcement of any award. The arbitration panel shall have the authority to award damages for the failure of any party to respect orders directing emergency, temporary or preliminary relief issued in accordance with the Rules. The requirement to submit disputes to negotiation as discussed above shall not apply if, and to the extent, that there exists an imminent threat of irreparable injury to a party and that party seeks and obtains interim or emergency relief in accordance with the Rules in response to such threat.

Except as may be required by law, neither a party nor the arbitration panel may disclose the existence, content or results of any arbitration hereunder without the prior written consent of the parties. In addition, all negotiations, discussions, offers, counteroffers, data exchanges, proposed agreements and other communications between the parties in connection with negotiations or other Dispute resolution procedures shall be Confidential Information. Without limiting the preceding sentence, all such communications shall be deemed to be in the context of attempting to settle a disputed claim and shall not be construed as an admission or agreement as to the liability of any party, nor be admitted in evidence in any related arbitration, litigation or other adversary proceeding.

The arbitration panel shall award to the prevailing party, if any, as determined by the arbitration panel all of its reasonable attorneys' fees and costs and all of its "costs and fees". For purposes of this section "costs and fees" means all reasonable pre-award expenses of the arbitration, including the arbitration panel's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees and attorneys' fees.

Appendix A: Notice of Intent to Bid Form

Bidder Company Name: _____

Site Name: _____

Contact Person Information	
Name	
Title/Position	
Mailing Address	
Telephone Number	
Email Address	

Total Size:
Nameplate capacity (in MW_{AC}): _____

Site Location (city, state): _____

SPP Point of Interconnection: _____

If applicable, date of SPP Interconnection Agreement: _____

Proposed Contract Start and End Dates (Month-Day-Year): _____ to

Authorized Signature: _____

Printed or Typed Name of Signer: _____

Title: _____ **Date:** _____

Bidders should send the completed Notice of Intent to Bid Form to
BridgeCap2023RFPComm@oge.com

Appendix B: Mutual Nondisclosure Agreement

Please see attached file. Attachments are viewable when this RFP document is opened in a desktop application. Opening this RFP document through a web browser may limit the ability to see the attached files.

Appendix C: Certification and Authorization Form

A Bid will be considered incomplete unless all required signatures are provided

The undersigned certifies that they are an authorized officer or other authorized representative of the Bidder, and further certifies that:

1. The Bidder has reviewed this RFP, and has investigated and familiarized itself with respect to all matters pertinent to this RFP and its Bid(s);
2. The Bidder has obtained all requisite internal approvals from its organization, parent company, and/or affiliates necessary to submit its Bid(s);
3. The Bidder's submission is provided in compliance with all applicable federal, state, and local laws and regulations, including antitrust and anti-corruption laws;
4. The Bidder accepts that confidential information about its Bid(s) might be shared with any members of the evaluation team, negotiation team, or regulatory agencies; and
5. The individual signing below hereby represents and warrants that they are duly authorized to execute and deliver this/these Bid(s).

Violation of any of the above requirements may be reported to the appropriate government authorities and shall disqualify the Bidder from the RFP process.

The undersigned further certifies that the prices, terms, and conditions of the Bidder's Bid(s) are valid and shall remain valid the entire evaluation period and should OG&E elect to seek pre-approval from the Commission or Commissions, through the entire proceedings of the Commission or Commissions. Bids shall be considered as irrevocable and may not be modified, except as agreed upon in mutual negotiations in the post evaluation period.

The undersigned further certifies that they have personally examined and is familiar with the information submitted in this/these Bid(s) and all attachments and appendices thereto, and based on reasonable investigation, including inquiry of the individuals responsible for obtaining the information, the submitted information is true, accurate, and complete to the best of the undersigned's knowledge and belief.

The undersigned understands that a false statement or failure to disclose material information in the submitted Bid(s) may be punishable as a criminal offense under applicable law. The undersigned further certifies that its Bid(s) is/are on complete and accurate forms as provided without alteration of the text. The undersigned further understands and agrees to the provisions of this RFP related to confidential information, and consents to the limited exchange and sharing of confidential information related to the Bidder's Bid(s) as described in this RFP.

Bidder Company Name

**Signature of Bidder or
Bidder's Authorized Representative**

Print or Type Name of Signer

Title of Signer

Site Name(s)

Date

Appendix D: Bid Attribute Forms

Please see attached file. Attachments are viewable when this RFP document is opened in a desktop application. Opening this RFP document through a web browser may limit the ability to see the attached files.