

OKLAHOMA GAS AND ELECTRIC COMPANY



2027-2028 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 Capacity Purchase Agreement prepared in conjunction with this Request for Proposals.

“Accredited Capacity” means Capacity that meets the resource adequacy requirements as determined in accordance with SPP Planning Criteria. For reference, the most recent version of SPP Planning Criteria is found here:
<https://www.spp.org/documents/70493/spp%20planning%20criteria%20v4.3.pdf>.

“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 (“MW”) in alternating current (“AC”).

“Commercial Operation” means the status of a Generation Facility that has commenced producing electric power for sale, excluding electric power produced during trial or test periods.

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

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

“CPA” means Capacity Purchase Agreement, a document establishing the terms of an agreement for purchased Capacity between a utility and a power supplier that meets the utility’s planning objectives and strikes an appropriate balance between costs and the related risks to which consumers are exposed.

“Generation Facility” means a resource capable of supplying electric power along with all associated balance of plant, components, accessories, and instruments, as well as all equipment utilized to interconnect to SPP.

“Integrated Marketplace” means SPP’s Energy and Operating Reserve Markets.

“IRP” unless otherwise noted, shall refer to OG&E’s 2024 Integrated Resource Plan found here:
<https://ogeenergy.gcs-web.com/static-files/90c180ae-b022-4c8b-902a-30a41506c5ce>.

“Project” means one (1) or more Generation Facility(ies) at a Site that qualify(ies) for SPP Deliverable Capacity and that has/have achieved Commercial Operation as of the Bid submission date.

“Site” means parcel(s) of real property on which the Project is located having a single generator interconnection position.

“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.

“SPP Balancing Authority Area” means the collection of generation, transmission, and loads within the metered boundaries of SPP.

“SPP Deliverability Study” means the study to analyze Generation Facilities registered in the SPP Balancing Authority Area to determine the available SPP Deliverable Capacity deliverable to all demand in the SPP Balancing Authority Area and not to specific delivery points or zones within SPP. The results from the SPP Deliverability Study indicate the available, but not the committed, SPP Deliverable Capacity of a Generation Facility.

“SPP Deliverable Capacity” means the Accredited Capacity of a Generation Facility that is determined to be deliverable in either a Summer Season and/or a Winter Season Deliverability Study as defined in SPP Open Access Transmission Tariff Attachment AA.

1. OG&E 2027-2028 Bridge Capacity Request for Proposals Overview

This document constitutes a Request for Proposals ("RFP") from parties to supply SPP Deliverable Capacity to Oklahoma Gas and Electric Company ("OG&E" or "the Company"), a subsidiary of OGE Energy Corp. This RFP will be administered in a fair, just, and reasonable manner. All communications will be governed by the process discussed in Section 2.1 to ensure fair and equitable treatment for all Bidders. A high-level summary of this RFP is provided in Table 1.

Table 1: RFP Summary for OG&E 2027-2028 Bridge Capacity RFP

Attribute	Requirement
Quantity	Maximum of 1,500 MW of Accredited Capacity for the Summer Season per Bid. An individual Project, even if comprised of multiple Generation Facilities, cannot exceed the maximum Accredited Capacity.
Product	SPP Deliverable Capacity.
Contract Dates	OG&E requires Accredited Capacity available to satisfy OG&E's resource adequacy obligations between June 1, 2027, and May 31, 2029.
Contract Duration	Minimum of four (4) and maximum of 24 months.
Contract Type	CPA. A Bidder may submit a Bid that include products in addition to Capacity only if at least one Bid for Capacity-only is submitted for the same Project. ¹
Operations	The Generation Facility must be registered in the SPP Integrated Marketplace and must also be able to respond to requests, directives, and emergency orders from SPP.
Technologies Allowed	Any resource available as SPP Deliverable Capacity for the "Contract Dates" specified in this table.

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 May 21, 2024. Interested parties may request meeting details by sending an email to 2024BridgeCap2027-2028RFPComm@oge.com. OG&E will respond with meeting call-in information to requests received by 3:00 PM CPT on May 20, 2024. 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.

¹ If a Bid is submitted for product(s) in addition to Capacity, the Bidder must provide a redline mark-up of the Form CPA accommodating the additional products in a manner that protects OG&E customers from risks, including risks from non-delivery of non-Capacity products. The Bidder must also insert appropriate volumetric and pricing information for the additional product(s) on Form E of the Bid Attribute Forms.

Table 2: Schedule for OG&E 2027-2028 Bridge Capacity RFP

Item	Date
RFP Draft Issue Date	May 2, 2024
Technical Conference	May 21, 2024
RFP Final Issue Date	May 31, 2024
Bidder Questions Deadline	September 4, 2024
Notice of Intent to Bid Due Date	September 18, 2024
Bid Due Date	September 25, 2024
Bid Opening Day²	September 26, 2024
Selection of Bid(s) for Negotiation (expected)	January 17, 2025
Complete Agreements (expected)	April 18, 2025

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 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 2027-2028 Bridge Capacity RFP.

In addition to this RFP, OG&E is issuing two other RFPs (2026 Bridge Capacity RFP and 2024 All Source RFP) at the same time to meet its IRP needs. If a Project meets the eligibility criteria for multiple RFPs, the same Project can be Bid into multiple RFPs. OG&E will assess Bids to the three RFPs as part of a portfolio in relation to its IRP needs.

2.1 Communication Requirements

All communications regarding the RFP, other than Bid submissions, should be directed to: 2024BridgeCap2027-2028RFPComm@oge.com. Any unsolicited direct contact with employees or representatives of the 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

² In compliance with the Commission Rules, Bids shall be opened virtually and participants, as indicated in section 165:35-34-3 (d) (1) (B) of the Commission Rules, may attend and monitor the opening of the Bids. Attendees will be required to register in advance.

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 2.2.6. 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, in its sole discretion, 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 an NOI does not bind Bidders to submit a Bid; however, submittal of a Bid does require that an NOI has been submitted by the NOI due date. Bidders must submit an 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 2024BridgeCap2027-2028RFPComm@oge.com. Receipt of the NOI will be confirmed via email from OG&E to the Bidders. After receipt of the NOI, each Bidder will be provided an anonymous identification code for the Bidder to include in their Bid Summary Form which will be shared with authorized parties at the Opening Day for Bids. This identification code should also be used to name all Bid files submitted as detailed in Section 2.2 below.

There is no fee payable to OG&E for submitting NOI(s) or Bid(s) for this RFP. However, Bidders are solely responsible for all costs and expenses they incur in preparation of their Bid(s) and related to their 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 include all 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 Summary Form

Each Bid must include a summary providing information about the Bid which will be shared and may become public information on Opening Day.

If submitting multiple Bids, the Bidder should clearly identify and summarize each Bid in a single Bid Summary Form (Appendix C). The Bid Summary Form will require the following information:

- Project Nameplate Capacity
- Project Location (State)
- Proposed Contract Start Date
- Proposed Contract End Date

Bidders should utilize the identification code(s) from the NOI confirmation in the appropriate fields on the Bid Summary Form and should further name the file(s) submitted to OG&E using the naming conventions that will be provided in the NOI confirmation. Appendix C will be the only file shared with attendees at the Bid Opening.

2.2.3 Bid Certification and Attribute Forms

Each Bidder must submit a completed Certification and Authorization Form available in Appendix D. Bidder can submit a single Appendix D 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 E and listed in Table 3. A brief written narrative may be included at the Bidder’s discretion. The narrative will only be utilized by OG&E to the extent it clarifies required components of the Bid submission.

Table 3: Bid Attribute Forms for OG&E 2027-2028 Bridge Capacity RFP

Form ID	Form Title
Form A	Bidder Contact Information
Form B	Project Description
Form C	Equivalent Forced Outage Rate demand (“EFORd”)
Form D	Financial Information
Form E	Bid Pricing

To maintain confidentiality of the Bids, Bidders are asked to label their files with the identification code provided in response to the NOI. Bid files should be named consistently with the conventions established in the Bid Summary Form.

2.2.4 Redline of Form CPA

A Form CPA will be provided at the Bidder's request. Bidders can request this form through email at: 2024BridgeCap2027-2028RFPComm@oge.com. Bidders are responsible for reviewing all terms and conditions specified in the Form CPA and taking its terms and conditions into consideration in developing their Bid(s).

Each Bidder should provide one (1) redline of the Form CPA covering all Bid(s) it submits. At the Bidder's discretion, it may also include a brief narrative summary of its redline changes.

2.2.5 SPP Deliverability Study Results

The Bidder must provide a copy of the most recent SPP Deliverability Study result(s) for the Generation Facility(ies) in the Project.

2.2.6 RFP Submission

All Bid submissions are required to be sent electronically to: 2024BridgeCap2027-2028RFPBids@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 the 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 schedule 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.

2.2.7 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.

2.2.8 Regulatory Bid Opening Summary

The Bid Summary Form will be used during virtual Bid Opening, which is scheduled for September 26, 2024. This form will be viewable to the Commission Staff, Attorney General's Office representative, and noncompetitive stakeholders in attendance at the Bid Opening.

As discussed in Section 2.2.2, the Bid Summary Form must contain information about the Bid(s) submitted that will be used for tracking and identifying the Bid(s) throughout the evaluation process. To maintain

confidentiality, each Bidder submitting the required NOI will be provided a unique identification code for use on the Bid Summary Form. It is the Bidder's responsibility to utilize this identification code on the Bid Summary Form. OG&E will not be responsible for any release of information regarding Bids due to Bidder failure to utilize the identification code provided.

2.3 Validity of Bids

Bids shall remain valid for the entire evaluation period and, should OG&E elect to seek pre-approval from the Commission or Commissions, through the entire period of proceedings of the Commission or Commissions. During these periods, 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.

2.4 Bidder Selection

All Bids will be evaluated as per the Bid evaluation process described in Section 3. Each Bidder selected to move on to negotiations may be required to provide more comprehensive information regarding its selected Project(s).

2.5 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.

2.6 Reservation of Rights

OG&E has no obligation to accept any proposal, regardless of whether the stated 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 CPA, 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 CPA, 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 85%, and the total weighting of qualitative factors will be 15%.

3.2 Threshold Evaluation

OG&E will perform an initial review of each Bid to determine if all required information has been provided. This completeness review will ensure that the Bid follows the guidelines and meets all minimum requirements set forth in the RFP, includes all information required for a more thorough review, and is provided in the required format and sequence.

The criteria to be considered in the threshold evaluation are listed below:

- Bids meet all requirements in Table 1 of this RFP.
- Bids are complete, including all forms, attachments, and other required information, and in all other respects also comply with RFP instructions.
- Bids are not conditioned upon any significant contingencies that are reasonably within the control of the Bidder, apart from any requested edits to the Form CPA.

OG&E reserves the right to either: (1) reject incomplete Bids from further consideration, or (2) contact Bidders to request clarifications or additional information to resolve deficiencies identified in the threshold evaluation.

To expedite the evaluation timeline, the threshold evaluation may, at OG&E's sole discretion, be conducted simultaneously with the qualitative and quantitative evaluations.

3.3 Non-Price (Qualitative) Evaluation Criteria (15% in aggregate)

OG&E will consider the following two (2) qualitative criteria in evaluating each Bid. These are not incorporated into the quantitative evaluation (see Section 3.3.3 of this RFP) of each Bid.

1. Contract Risks, Costs, and Benefits (5%)
2. Capacity Security (10%)

The qualitative criteria and sub-criteria are summarized in Table 4.

Table 4: Summary of Qualitative Evaluation Criteria for OG&E 2027-2028 Bridge Capacity RFP

Criteria	Sub-Criteria	Maximum Points Available
Contract Risks, Costs, and Benefits (5%)	Firm Price	2
	Form CPA Redline	3
Capacity Security (10%)	Capacity Security Risks	10
Total Points		15

3.3.1 Contract Risks, Costs, and Benefits (5%)

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 CPA. OG&E has a strong preference and expectation for no to minimal changes to the proposed terms and conditions in the Form CPA apart from those applicable to the specific technical characteristics of the Project or non-Capacity products included with the Bid.

3.3.2 Capacity Security Risk (10%)

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. In addition, OG&E will analyze any uncertainties associated with the Project’s SPP transmission interconnection services.

3.3.3 Price (Quantitative) Evaluation Criteria (85%)

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 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.

4.2 Governing Law / Dispute Resolution

In the event of any dispute relating to this RFP, the parties shall make reasonable efforts to resolve any disputes through informal negotiation by first providing a written notice to the other party describing the nature and substance of the dispute and proposing a resolution. Such notice shall be given as soon as

practicable, but in no event later than thirty (30) days after the party delivering the notice has actual knowledge of the fact or event from which the dispute arises; provided that failure to provide notice within the foregoing time frames will not relieve the party receiving such notice of liability if such Party has or receives knowledge of the dispute by other means, or if the failure to notify does not materially prejudice the receiving Party's ability to respond to such notice.

During the first ten (10) days following the receipt of the notice of dispute, authorized senior representatives of parties shall attempt to negotiate in good faith to resolve the dispute. If such informal negotiations result in an agreement in principle among such informal negotiators to settle the dispute, they shall cause a written settlement agreement to be prepared, signed, and dated, whereupon the dispute shall be deemed settled, and not subject to further action.

If a settlement of the dispute is not achieved, then either party may proceed with filing any suit, claim or other legal proceeding arising out of or relating to this RFP, provided that any such suit, claim or other legal proceeding shall be brought only in the federal or state courts located in Oklahoma County, Oklahoma. The parties hereby submit to venue in such courts and to personal jurisdiction in the State of Oklahoma. Each party irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, claim or other legal proceeding arising out of or relating to this RFP, including, without limitation, the defense of any inconvenient forum of the maintenance of such action or proceeding in any such court. The parties waive their right to a trial by jury to resolve any dispute, suit, claim or other legal proceeding arising out of or relating to this RFP.

Appendix A: Notice of Intent to Bid Form

Bidder Company Name: _____

Project Name: _____

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

Bid Information	
Project Nameplate Capacity (MW _{AC})	
Project Expected SPP Deliverable Capacity for Summer Season (MW _{AC})	
Project Expected SPP Deliverable Capacity for Winter Season (MW _{AC})	
Capacity-Only Bid (yes or no)	
Project Location (city, state)	
SPP Point of Interconnection	
Proposed Contract Start Date (month-day-year)	
Proposed Contract End Date (month-day-year)	

Authorized Signature: _____

Printed or Typed Name of Signer: _____

Title: _____ **Date:** _____

Bidders should send the completed Notice of Intent to Bid Form to 2024BridgeCap2027-2028RFPComm@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: Bid Summary Form

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 D: 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 OG&E evaluation team, OG&E 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 are 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 E: 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.