Upper Michigan Energy Resources Corporation

Request for Proposal
Renewable Energy Credits
2020

April 30, 2020

Background Information:

Upper Michigan Energy Resources Corporation (UMERC), a subsidiary of WEC Energy Group, serves more than 42,000 energy customer in Michigan's Upper Peninsula. In March 2019, UMERC began commercial operation of two natural-gas powered generating stations to replace the energy from the We Energies coal-fueled Presque Isle Power Plant that was retired the same month.

Upper Michigan Energy Resources Corporation (UMERC) requests proposal (Proposals) for annual delivery of 100,000 Michigan Compliant Renewable Energy Credits (RECs) up to 5 years from 2021 -2025. Sources include but are not limited to wind, biomass, hydroelectric, solar/photovoltaic (PV) and geothermal energy.

All credits must come from facilities eligible under the **Michigan's Clean, Renewable, and Efficient Energy Act of 2008** and be certified through the **Michigan Renewable Energy Certification System (MIRECS).**

Purchase Agreement:

UMERC expects to enter into a Purchase Agreement ("PA") with the selected supplier(s). The terms of the agreement will be for up to 5 years in length beginning January 1, 2021, expiring no later than December 31, 2025, and will include pricing commitments in year of occurrence in U.S. dollars.

UMERC intends to move carefully through the Request for Proposal (RFP) bid and evaluation process and ultimately negotiate a PA with one or more suppliers. The PA shall be in the form of a Governing Agreement and Confirmation Letter utilizing the NAEMA (preferred) or the EEI structure.

Reservation of Rights

Bidder's Proposal will be deemed accepted only when a definitive agreement with respect to such proposal has been executed by UMERC and the Bidder. UMERC reserves the right, without qualification and in its sole and absolute discretion, to (i) reject any and/or all proposals for any reason and without obligation to assign or disclose any reason(s) for rejection, (ii) waive any informality, technicality or deficiency in proposals received, and (iii) terminate negotiations at any time during the RFP process for any reason and without obligation to assign or disclose any reason(s) for rejection. UMERC reserves the right to consider proposals or alternatives outside of this solicitation, in its sole discretion, to satisfy its renewable energy credit requirements. In addition, UMERC reserves the right, in its sole discretion, to modify or waive any of the criteria contained herein and/or the process described herein. Those who submit proposals agree to do so without recourse against UMERC for either rejection or failure to execute a PA for any reason.

BY PARTICIPATING IN THE RFP PROCESS, EACH BIDDER AGREES THAT (A) EXCEPT TO THE EXTENT CONTAINED IN A DEFINITIVE AGREEMENT WITH BIDDER, ANY AND ALL INFORMATION FURNISHED BY UMERC IN CONNECTION WITH THIS RFP IS BEING OR WILL BE PROVIDED WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, AS TO

THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, AND (B) EXCEPT AS OTHERWISE PROVIDED IN A DEFINITIVE AGREEMENT, NEITHER UMERC NOR ANY OF ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL HAVE ANY LIABILITY TO ANY BIDDER, ANY OF ITS AFFILIATES OR ANY OF RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, ADVISORS, LENDERS, OR INVESTORS RELATING TO OR ARISING FROM THE USE OF OR RELIANCE UPON ANY SUCH INFORMATION OR ANY ERRORS OR OMISSIONS THEREIN OR OTHERWISE IN CONNECTION WITH THIS RFP.

Confidentiality

UMERC and the Bidder (collectively referred to as the "Parties") agree to keep the Proposal(s) provided by Bidder in response to this RFP confidential and shall not disclose such Proposal(s) to a third party without the written consent of the other party. Notwithstanding the foregoing, the Parties agree that the Proposal(s) may be disclosed without the written consent of the other party if required by law or regulatory proceeding (including but not limited to, submittal to a Public Service Commission or to a party to a regulatory proceeding pursuant to a discovery request). Furthermore, the Parties agree to request confidential handling of the Proposal(s) during legal or regulatory proceedings, but acknowledge that such treatment is neither automatic nor guaranteed.

Bidder Costs and Expenses

Each Bidder is exclusively responsible for all costs and expenses it incurs in connection with the RFP process. Through its participation in this RFP, each Bidder agrees that under no circumstance, including, without limitation, UMERCs' withdrawal from or suspension, cancellation, or termination of the RFP process at any time, will UMERC or any of its affiliates or any of their respective directors, officers, employees, agents or representatives have any responsibility or liability of any kind to Bidder, any of its affiliates or any of their respective directors, officers, members, partners, employees, agents, representatives, advisors or lenders for any cost or expense directly or indirectly incurred by Bidder (no matter how incurred) in connection with the RFP process.

RFP Schedule

The following schedule and deadlines apply to this RFP:

Description	Dates
Release of RFP	Thursday, April 30, 2020
Proposal Submittal Deadline	Thursday, May 21, 2020
Notification of Interest	Thursday, June 11, 2020
Execute Contracts (if any)	July 2020

UMERC Official Contact and Submittal Information:

Kim Kramer
WEC Energy Group
Office: 414-221-4843
kim.kramer@wecenergygroup.com