

**Wisconsin Electric Power Corporation  
d/b/a We Energies**

**Request for Proposal  
Short Term Capacity  
2026**

May 13, 2024



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## BACKGROUND

Wisconsin Electric Power Company d/b/a We Energies (WEPCO), requests proposals (Proposals) for the purpose of acquiring PY2026/2027 seasonal capacity for **Summer 2026** and **Spring 2027** capacity for MISO LRZ 2 capacity. All bids and volumes will be considered.

## PRODUCT

We Energies is seeking seasonal MISO LRZ 2 capacity. **There is NO energy purchase associated with this transaction - only Zonal Resource Credits.**

Any transfer shall occur after January 1, but before March 1, of the applicable year. After the Buyer has confirmed electronic transfer of the Quantity in MISO's Module E Capacity Tracking ("MECT") tool, Bidder shall provide the Buyer with an invoice for the amount due for the Quantity transferred by Bidder for the prompt MISO Planning Year. Parties acknowledge and agree that the payment terms described herein shall supersede and replace the applicable provisions of any Master Agreement currently in effect with any Bidder with respect to this Transaction only.

## PROCESS SCHEDULE

The Solicitation will be executed on the following schedule:

**Table 2**

<b>Task</b>	<b>RFP Milestone</b>	<b>Target Date</b>
1	RFP Release	May 13, 2024
2	RFP Response Package Due	June 7, 2024
3	Notification of Awards	June 12, 2024
4	Execute of Agreements	June 2024

**All due dates assume 5:00 PM Prevailing Central Time on the date referenced**

## **RESERVATION OF RIGHTS**

Bidder's Proposal will be deemed accepted only when a definitive agreement with respect to such proposal has been executed by WEPCO and the Bidder. WEPCO 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, (iii) request credit assurance if deemed necessary based on review of bidder's creditworthiness and (iv) terminate negotiations at any time during the RFP process for any reason and without obligation to assign or disclose any reason(s) for rejection. In addition, WEPCO 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 WEPCO for either rejection or failure to execute a PPA 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 WEPCO 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 WEPCO OR 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.

**All responses should be completed and e-mailed to [kim.brewer@we-energies.com](mailto:kim.brewer@we-energies.com) no later than June 7, 2024.**