



**East Kentucky Power Cooperative**  
**June 2025 Request for Proposals**  
**For**  
**PJM Energy and Capacity Resources**

**RFP Administrator:**



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Appendices (Available on the RFP Website)

- A Evaluation Offer Form – Excel Spreadsheet

# **1. Introduction**

## **1.1 Overview**

East Kentucky Power Cooperative (EKPC) is a not-for-profit generation and transmission (G&T) cooperative serving 16 distribution cooperatives with electric load in 89 Kentucky counties. Together, these distribution partners serve more than 1.1 million people. Additionally, EKPC provides energy scheduling and trading, transmission, and other services to its cooperatives who serve corporations, farms, schools, churches and residences in Kentucky. EKPC operates its own metered sub-system within PJM. EKPC is in active discussions with new load additions in the EKPC member service territories.

## **1.2 Purpose**

The purpose of this Request for Proposal (RFP) is to solicit and procure future power supply needs in PJM. The results obtained from this RFP will identify the possible future energy supply options for EKPC to serve a specific new large load addition that EKPC is now in definitive discussions to supply.

## **1.3 Disclosure of Responses to Load Addition**

Any and all supply contracted through this RFP will be between the supplier and EKPC. EKPC retains the right to, and expects to, share the responses to this RFP with the expected load addition, under a Non-Disclosure Agreement (NDA) between EKPC and the load entity. Responses will be protected by the NDA from further disclosure outside of EKPC, the load addition, and their agents' (including ACES) evaluation of the responses and will not be used or disclosed for any other purpose unless required by law. Please see also Section 5.

## **1.4 RFP Administrator**

The duties of the RFP Administrator will be performed by Alliance for Cooperative Energy Services Power Marketing LLC (ACES).

ACES' business model provides an established infrastructure of independent energy management practices that supports the verification of, and compliance with, applicable processes, policies, and procedures. ACES manages a significant amount of confidential data through a combination of internal guidelines, the company's independent control group, the company's corporate compliance manager, and periodic reporting to its Board of Directors' Risk Oversight and Audit Committee. ACES takes its

obligations regarding the maintenance of confidential information very seriously and will handle all confidential information with the highest professional regard.

## **2. Instructions to Respondents**

### **2.1 RFP Contact Information and Communications**

All communications from parties responding to this RFP (Respondent(s)) shall be directed to the EKPC June 2025 RFP team. Questions or requests for clarifying information must be submitted to the following email:

[EKPCJune2025RFP@acespower.com](mailto:EKPCJune2025RFP@acespower.com)

The EKPC June 2025 RFP team will post relevant questions submitted by Respondents, as well as EKPC's responses, on the RFP website. Posting these questions and responses will ensure that all Respondents have equal access to non-confidential information that may be potentially relevant to their responses to this RFP (Proposals). EKPC strongly discourages direct contact with EKPC or ACES personnel regarding this RFP. Direct contact with EKPC personnel may result in disqualification from this RFP.

### **2.2 Notice of Intent to Provide Proposal**

Any Respondent that wishes to provide a Notice of Intent to Provide Proposal (Notice of Intent) must submit its Notice of Intent through the RFP website identified in Section 2.1 by 5:00 p.m. Eastern Prevailing Time (EPT) on the Notice of Intent to Provide Proposal Deadline detailed in Section 2.4.

### **2.3 Submittal of Proposals**

All Proposals must be submitted and received electronically. To be considered and accepted, an electronic version of Appendix A must be sent to the RFP email address:

[EKPCJune2025RFP@acespower.com](mailto:EKPCJune2025RFP@acespower.com)

Appendix A must be received before 5:00 p.m. EPT on the Proposal Deadline detailed in Section 2.4.

Supporting documentation to the Proposal Appendix or Appendices is encouraged but not mandatory. Supporting documentation may include, but not be limited to, information detailing the Respondent and the proposed energy resource.

EKPC and the RFP Administrator will only evaluate Proposals submitted in accordance with this RFP. Proposals sent directly to EKPC or ACES personnel will be discarded and will not be evaluated.

### **2.4 RFP Schedule**

The EKPC June 2025 RFP schedule is shown in Figure 1. As circumstances warrant, EKPC, in its sole judgment and discretion, may change this schedule. In that event, the RFP Administrator will inform all potential Respondents as far in advance as reasonably possible by posting any change on the RFP

website, [acespower.com/EKPCJune2025RFP](https://acespower.com/EKPCJune2025RFP). Please note this is a compressed schedule as EKPC desires to quickly determine any resources that may be procured. As such, respondents should be aware that any delay in response submission or responses to requests for clarifying information may impact a respondent's chances of selection.

**Figure 1.**

Milestone	Deadline
RFP Released to Bidders	June 2, 2025
Notice of Intent to Provide Proposal Deadline (5:00 p.m. EPT)	June 13, 2025
Final Date for Question Submittal	June 20, 2025
Proposal Submission Deadline (5:00 p.m. EPT)	June 30, 2025
Notification of Results	July 25, 2025
Complete Negotiation and Execution of Final Contract	October 15, 2025

### 3. Proposals

#### 3.1 Requested Proposals

EKPC requests proposals for a minimum of 540 MW of power and capacity beginning December 1, 2026, through May 31, 2036 up to a maximum of 2,200 MW power and capacity. EKPC will consider offers that extend beyond May 31, 2036. EKPC prefers longer term responses, however offers that are shorter in duration but cover at least 24 months will be considered.

Energy delivery to the EKPC Zone is preferred. Other locations in the PJM market and external resources firmly delivered into the PJM market will be considered. Capacity must qualify for the PJM Base Residual Auction (BRA). Seller is responsible for PJM Capacity Performance (CP) penalties and must also be in good standing with PJM and meet PJM's credit requirements. Carbon free or carbon neutral resources that meet PJM's capacity accreditation requirements to a high percentage of nameplate capacity are also encouraged to respond.

EKPC will accept multiple Proposals from a Respondent, and any technology to meet the requirements of this RFP will be considered. In the event an individual Respondent provides multiple Proposals, the Respondent must indicate whether the Proposals are mutually exclusive. Mutually exclusive Proposals will be evaluated as competing proposals.

EKPC prefers fixed or known escalating pricing. Offers must be \$/MWh for Energy and \$/MW-Day for Capacity. If capacity is included with a bundled energy cost in \$/MWh this should be clearly indicated and capacity included clearly delineated. While fuel-indexed offers are not preferred, such offers will be accepted for consideration. Offered prices, while not legally binding on any party, should be reflective of pricing available through the end of the RFP timeline, absent exogenous impacts to offers.

## 3.2 Evaluation Criteria

EKPC intends to make the evaluations and rankings as fair and objective as possible while balancing multiple factors. After all Proposals have been evaluated, contending Respondents will be formally contacted. Unsuccessful Respondents will be notified via email. EKPC will consider the following:

- Offer prices and/or calculation method, inclusive of all costs
- Responsiveness of Proposal
- Logistical, technical, economic, and commercial viability of Proposal
- Reliability of supply and transmission
- Financial qualifications of Respondent
- Carbon Intensity of Supply
- Other value-added benefits

The criteria listed are neither inclusive nor in any order of importance.

## 3.3 Waiver

EKPC reserves the right, in its sole discretion, to reject any and all Proposals submitted as part of this RFP process for any reason. EKPC may modify the evaluation criteria at any time without prior notification.

## 3.4 Financial Qualifications

The financial stability and creditworthiness of each Respondent is an important consideration for EKPC. The level of credit worthiness may significantly impact EKPC's evaluation of any Proposal.

## 4. Notice of Disclaimer

The information contained in this RFP has been prepared solely to assist prospective Respondents in deciding whether to submit a Proposal. EKPC does not purport this information to be all-inclusive or to contain all the information that a prospective Respondent may need to consider to submit a Proposal. Neither EKPC nor its members, customers, employees, agents, officers, nor EKPC consultants will make, or will be deemed to have made, any current or future representation, promise or warranty, express or implied, as to the accuracy, reliability, or completeness of the information contained herein, or in any document or information made available to a Respondent, whether or not the aforementioned parties know or should have known of any errors or omissions, or were responsible for its inclusion in, or omission from, this RFP. EKPC expressly excludes and disclaims all express and implied warranties of merchantability and fitness for a particular purpose.

EKPC reserves the right to modify or supplement this RFP at any time. No part of this RFP and no part of any subsequent correspondence by EKPC, its members, customers, employees, officers, agents, or EKPC consultants shall be taken as providing legal, financial, or other advice, nor as establishing a contractual relationship or contractual obligation with Respondent. Contractual obligations on the part of EKPC will arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to approve and enter into such agreements.

Each Respondent, whether the Respondent's Proposal is accepted or rejected, expressly waives any claim whatsoever related to this RFP against EKPC or its members, customers, employees, officers, agents, or EKPC consultants. EKPC further reserves the right to withdraw and terminate this RFP at any time. The submission of a Proposal to EKPC shall constitute Respondent's acknowledgement and acceptance of all terms, requirements, and conditions of this RFP.

## **5. Confidentiality**

All Proposals shall become the exclusive property of EKPC. The Respondent shall treat and preserve all information, data, and communications received from EKPC as confidential, regardless of the existence or lack thereof of confidential markings and will only distribute to such personnel who are required as part of this RFP process. EKPC, the RFP Administrator and the load entity will treat all Proposals, including any supporting documentation, submitted by Respondents as confidential. Please see also Section 1.3 for details on EKPC's sharing with the load entity. Notwithstanding the foregoing, Proposals in their entirety may be shared with EKPC's consultants or agents, or any other governmental entity with authority over EKPC. However, it is possible that Proposals may become subject to discovery and disclosure as required in regulatory or judicial proceeding. Respondents may be required to sign a Confidentiality Agreement if this RFP progresses to contract negotiations.