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September 15, 2025

**PUBLIC**

Ms. Brinda Westbrook-Sedgwick  
Commission Secretary  
Public Service Commission of the  
District of Columbia  
1325 G Street N.W., Suite 800  
Washington, DC 20005

**Re: Formal Case No. 1017**

Dear Ms. Westbrook-Sedgwick:

On August 14, 2025, the Public Service Commission of the District of Columbia (Commission) issued Order No. 22702 (Order). The Order, among other things, approved the Power Purchase Agreement (PPA) filed by Potomac Electric Power Company (Pepco) on July 11, 2025 and directed Pepco to either: (1) issue an additional Request for Proposals (RFP) and draft PPA to procure an incremental 20% of Standard Offer Service (SOS) load if the only changes to the RFP and PPA were related to the updated quantity or, if Pepco would propose changes, (b) file a redlined RFP and draft PPA with the Company's proposed edits and rationale for Commission approval prior to issuing the updated RFP and PPA.

Given this direction, Pepco attaches redlined RFP and PPA for the Commission's consideration and approval.<sup>1</sup> Pepco notes that the redlined RFP is based on the RFP approved by the Commission in Order No. 21977. Other than the quantity of the potential PPA directed by the Order, the only material changes proposed in the attached redline RFP are the RFP Schedule<sup>2</sup>, the proposal agreement term to include 25 years, and the removal of the pricing collar review. Finally, the confidential redlined PPA filed under separate cover is based on the PPA approved in the Order. The changes proposed to the attached, confidential PPA are changes that Pepco proposes to remove certain negotiated terms that were specific to the agreement recently approved.

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<sup>1</sup> Pepco notes that the redlined PPA is being filed as confidential because the PPA last approved by the Commission in the Order contains confidential terms and conditions that resulted from the negotiations with the counterparty to the recently-approved PPA.

<sup>2</sup> Please note that the deadlines included in the redline RFP are illustrative pending Commission approval.

Ms. Brinda Westbrook-Sedgwick

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If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

*/s/ Dennis P. Jamouneau*

Dennis P. Jamouneau

Enclosure:

cc: All Parties of Record

**202~~5~~<sup>4</sup> Solicitation for Existing, Repowered, or New  
Photovoltaic Solar and Wind Power Supply  
Generation**

**POTOMAC ELECTRIC POWER COMPANY**

**ISSUE DATE: October, ~~2025~~April, ~~2024~~**

**POTOMAC ELECTRIC POWER COMPANY**

**2025~~4~~ Solicitation for Existing, Repowered, or New Photovoltaic Solar and  
Wind Power Supply Generation**

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# POTOMAC ELECTRIC POWER COMPANY

## 20254 Solicitation for Existing, Repowered, or New Photovoltaic Solar and Wind Power Supply Generation

### 1. INTRODUCTION

Through the issuance of this Request for Proposal (“RFP”), Potomac Electric Power Company (“Pepco”)<sup>1</sup> is soliciting proposals (each, a “Proposal”) for long-term renewable energy and associated environmental attributes from photovoltaic solar and/or wind utility-scale power generating facilities (each, a “Facility”) located within the PJM Interconnection, LLC (“PJM”) region.<sup>2</sup> A Facility may be paired with an energy storage system, as specified in Section 4.3. Environmental attributes (“Environmental Attributes”) include Renewable Energy Credits (“RECs”) and any and all other federal, regional, state and other credits, certificates, benefits, emission reductions, offsets and allowances that are attributable, now or in the future, to the Facility or the energy produced by the Facility. This RFP is directed by, and issued in accordance with, Order No. 19897, dated April 12, 2019, Order No. 20327, dated April 9, 2020, ~~and~~ Order No. 21918, dated October 26, 2023, and Order No. 22702, dated August 14, 2025, in Formal Case No. 1017 by the Public Service Commission of the District of Columbia (“Commission”).

Proposals from bidders (each, a “Bidder”) will be evaluated based on the factors outlined in this RFP.

### 2. SCHEDULE

The overall schedule for this RFP is set forth below. All dates subsequent to the Proposal due date are estimated.

EVENT	DATE/DEADLINE
Issuance of RFP by Pepco for Wind and/or Solar Generating Facility, with optional storage.	<u>October 1, 2025</u> <del>April 26, 2024</del>
Notice of Intent to Bid Due	<u>October 15, 2025</u> <del>May 10, 2024</del>
Complete Proposals Due	<u>October 29, 2025</u> <del>May 24, 2024</del>
Bidder Short-List Notification and Commencement of Negotiations	<u>November 12, 2025</u> <del>June 7, 2024</del>

<sup>1</sup> Pepco, a subsidiary of Exelon Corporation, is a regulated electric distribution utility company operating in the District of Columbia and Maryland.

<sup>2</sup> As defined in the Commission’s regulations, PJM Interconnection region is the area in which the movement of wholesale electricity is coordinated by the PJM Interconnection, L.L.C. This area includes all or parts of Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia, and the District of Columbia.

Expected Contract Execution and Submittal to Commission for Approval	Q1 <del>3</del> 202 <del>6</del> <u>4</u>
Commission Approval	Q <del>2</del> <u>4</u> 202 <del>6</del> <u>4</u>

### 3. SCHEDULE OVERVIEW

#### 3.1 Notice of Intent to Bid

The RFP, the draft Pro Forma Final Agreement (the “**Final Agreement**”), and other related documents, are available upon request by email to the RFP Coordinator at: [PHI\\_Renewables@Pepcoholdings.com](mailto:PHI_Renewables@Pepcoholdings.com). On or before ~~October 15, 2025~~March 5, 2024, each Bidder intending to submit a Proposal shall deliver to Pepco a Notice of Intent to Bid for each such Proposal in the form of Attachment A (a “**Notice of Intent to Bid**”). All Notices of Intent to Bid must be received by Pepco via email on or before 5:00 PM (Eastern) on ~~March 5, 2024~~October 15, 2025. Receipt of a Notice of Intent to Bid does not obligate a Bidder to submit a Proposal.

#### 3.2 Proposals

On or before 5:00 PM (Eastern) ~~October 29, 2025~~March 19, 2024, each Bidder intending to participate in the RFP shall deliver its Proposal(s) to Pepco in the form of Attachment B along with all relevant attachments (the “**Proposal Form**”). Proposals that are incomplete, or otherwise do not satisfy all requirements of this RFP shall not be considered. Pepco shall have no duty to inform any Bidder of any deficiency in its Proposal(s). Submission of a Proposal constitutes a Bidder’s agreement to and acceptance of all terms and conditions of this RFP.

#### 3.3 Bid Clarifications

During the Proposal evaluation process, Pepco may contact Bidders to request additional information or clarifications of Bidder Proposals. Failure to respond promptly to inquiries may result in disqualification of the Bidder or rejection of a Proposal.

#### 3.4 Bidder Short-List and Final Selection

Pepco expects to inform Bidders of selection for final contractual negotiations on or before ~~November 12, 2025~~April 2, 2024. After negotiations, Pepco anticipates that contract execution and submittal to the Commission seeking approval of agreement(s) will occur in the ~~first~~third quarter of 202~~6~~4.

## 4. ELIGIBILITY REQUIREMENTS

To be eligible for participation in this RFP, Proposals and Bidders must meet the following criteria.

### 4.1 Bidder Requirements

A Bidder is not required to be a registered member of PJM prior to submission of a Proposal in response to this RFP. However, a Bidder must be a PJM member prior to the commencement of commercial operation of any Facility identified in any Proposal submitted in response to this RFP. Upon commencement of commercial operations, a Bidder must be qualified as a market buyer and market seller in good standing and in compliance with all applicable requirements of PJM. In addition, a Bidder must be authorized by the Federal Energy Regulatory Commission (“FERC”) to make sales of energy, capacity, and ancillary services at market-based rates at commercial operation. At no time will Pepco assume the responsibility of the PJM member for a Facility.

### 4.2 Eligible Proposal Size and Term; Final Agreement Requirements

Pepco is seeking energy and environmental attributes on commercially reasonable terms from one or more onshore wind or solar Facilities for an annual target amount of ~~687,000~~63,000 MWh.<sup>3</sup> The amount that Pepco purchases per year will be capped at this target amount. The targeted MWh amount equates roughly to a ~~20050~~ MW onshore wind Facility or a ~~28070~~ MW solar Facility. Additionally, Facilities proposed in response to this RFP must be at least 5 MW in size.

Winning Bidders will be required to sign the Final Agreement. Bidders may propose a term of agreement that is fifteen (15) years, ~~or~~ twenty (20) years, or twenty-five (25) years. A draft Pro Forma Final Agreement is provided with this RFP and is included as Attachment C. In its submission, a Bidder may propose edits to the Pro Forma Final Agreement in redline form. Edits that propose to allocate excessive risk to Pepco will not be considered. The final, signed, Final Agreement must reflect pay-for-performance terms, including among other things, guarantees regarding achievement of commercial operation date (“COD”), Facility availability, and Facility performance as well as providing for liquidated damages for failure to meet performance and operations targets and performance assurance in the amounts specified therein. If a Bidder is proposing any right for Bidder to

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<sup>3</sup> As is seen in the following calculation, ~~687,000~~63,000 MWh represents approximately 205% of Pepco DC Standard Offer Service Load.

Year	DC SOS MWh Sales *
<del>20220</del>	<del>3,774,800</del> <u>2,898,069</u>
<del>20231</del>	<del>3,362,002</del> <u>3,122,555</u>
<del>20242</del>	<del>3,173,391</del> <u>3,774,800</u>
Average	<del>3,436,731</del> <u>3,265,141</u>
<del>205%</del>	<del>687,346</del> <u>63,257</u>

\* Represents SOS sales data as reported in RPS filings

terminate this agreement for any reason other than a default by Pepco or an extended force majeure event (e.g., for a period equal to or greater than 365 days), Bidder must propose a termination payment to Pepco for evaluation by Pepco for sufficiency. Bidders (or their Affiliates) must have participated in the operation or development of wind or solar electricity-generating assets that have a nameplate capacity of not less than one hundred (100) MW in the aggregate in the United States (excluding the Facility) for new projects and ten (10) MW for existing projects or projects that are nearing completion at the time of the bid.

#### **4.3 Generation Technology**

Proposals are open to existing, repowered, or new Facilities of the following type: onshore wind energy Facilities, offshore wind energy Facilities, and photovoltaic solar energy Facilities. The Bidder must provide delivery profile schedules of Facility energy generation with each Proposal.

Proposals may pair generation with energy storage systems. If a Bidder proposes energy storage system pairing as an option to a Proposal, the Bidder must provide documentation of how the storage system will store some or all of the energy produced by the generation Facility, and the Bidder should provide two generation profiles, one with energy storage and one without.

The generation unit shall comply with all PJM and FERC interconnection requirements for generation facilities.

For new generation Facilities, Bidder must provide evidence of current status of site control efforts and a detailed plan to achieve full site control, either via property ownership or lease, for the duration of the term of the Final Agreement. The Bidder must detail the proposed interconnection of the Facility, describe what rights the Bidder has acquired for interconnection, and provide a detailed plan and timeline for the acquisition of any additional necessary rights, if applicable.

The Bidder must identify the parties that will have the responsibility to develop, finance, construct, and operate its proposed generation facility.

#### **4.4 Geographic Location of Facilities**

Bidders must propose to provide energy and RECs from a Facility that is physically located in the PJM region, as defined in footnote 2, and subject to all PJM rules and regulations.

#### **4.5 Commencement of Service and Commercial Operation**

Pepco is open to receiving proposals for Facilities with any proposed COD (or, for existing operating facilities, the date on which energy and RECs would begin to be delivered to Pepco).

#### **4.6 Delivered RECs**

Pepco is seeking to purchase RECs attributable to the output of one or more identified facilities. The RECs attributable to the output of the Facility or Facilities must be tracked through the PJM-EIS Generation Attributes Tracking System (“GATS”). Pepco shall retire the RECs after delivery of the RECs to Pepco. Any benefits derived from the RECs after delivery to Pepco shall be assigned by Pepco to SOS suppliers, and not to the seller.

#### **4.7 Energy**

All energy from the Facility must be delivered in accordance with PJM requirements to one of the PJM hubs listed on Attachment D. Bidders must demonstrate that their interconnection and transmission upgrades are sufficient to ensure full delivery to the Delivery Point.

### **5. PROPOSAL REQUIREMENTS**

#### **5.1 General**

Bidders may submit more than one Proposal for a designated Facility, provided that each Proposal uses a different portion of that Facility. Bidders may also submit separate Proposals for different Facilities. A Bidder that is submitting multiple Proposals must clearly indicate whether Pepco can select more than one Proposal, or whether such Proposals are mutually exclusive. A 15-year, ~~and 20-year,~~ or 25-year price offer for a single Facility can be made as part of a single Proposal. Each Facility will require a separately executed contract.

#### **5.2 Quantity**

A Proposal may pertain to the entire nameplate capacity of a single Facility or a portion of a single Facility that produces a variable output that targets the annual MWh production provided in Section 4.2. Multiple awards may be made in order to reach the target quantity.

#### **5.3 Proposal Pricing**

Pepco will pay a price (in \$/MWh) for the entire 15- ~~or 20-~~ or 25-year term. All other costs of the project will be borne by the Bidder. Prices may be either; a) a single, fixed price for the entire term or b) a price with a fixed annual escalation through the entire term. ~~Per Order No. 21918, pricing shall be subject to a pricing collar review where every five (5) years, both the seller and Pepco can reopen the contract and renegotiate the purchase price if the price at the time of review falls outside of 15% of the prevailing market price.~~

## 5.4 Proposal Contents

In addition to the Proposal Form, the Bidder should provide the following information in order to assist the evaluators in reviewing their Proposal;

- **Project Description:** The Bidder should provide a complete description of the Facility, including size, location, a resource study by an established third-party evaluator, and a P(50) 8760 generation profile with net hourly output in Microsoft Excel. For new projects, Bidders should provide a construction timeline with major milestones highlighted. Bidders should provide descriptions of major equipment used and plans for acquiring such equipment. Existing projects should provide a description of the generating facility and a history of its performance, including historical output and both scheduled and unscheduled outages.
- **Experience of Company and Key Personnel:** Bidder should provide full business information, including contact names and addresses and resumes of key personnel highlighting experience with projects of similar size, location, and generating technology.
- **Site Control:** Bidder must provide evidence of current status of site control efforts and a detailed plan to achieve full site control to support any proposed COD.
- **Interconnection Status:** Bidders should detail the Facility's interconnection point on the PJM system and describe the Bidder's plan for achieving interconnection and required deliverability. Bidders should provide a copy of any interconnection studies from PJM.
- **Permitting Plan:** Bidders should list all state and federal regulatory agency approvals, permits, or other authorizations required and already obtained and provide Bidder's plan – including a timeline – for acquiring any required future approvals, permits or other authorizations..
- **Financing Plan:** Bidders should describe how they plan to finance the Facility. Bidders should identify all sources of capital (both debt and equity) and provide evidence of any commitments from financing parties. Bidders should list all state and federal tax credits included in their pricing and describe plans for acquiring those credits. Pricing must not be contingent on future receipt of any State and/or Federal tax credits or other incentives.
- **Edits to Final Agreement:** Bidders should provide redline edits to the Pro Forma Final Agreement. In light of the Commission's approval of the Pro Forma Final Agreement, substantive edits to provisions of the Pro Forma Final Agreement that are not specific to the Facility are discouraged. Bidders are encouraged to make specific edits rather than marking items to be discussed. Edits that shift excessive risk to Pepco or ratepayers will not be considered.

- **Other Information:** Bidders should provide and detail any project contingencies or proposed conditions precedent (and propose a termination payment to Pepco for evaluation by Pepco for sufficiency in accordance with Commission Order No. ~~22702-1298~~. Preference will be given to projects that do not include contingencies or conditions precedent other than Commission approval of a Final Agreement for the Facility as provided in the Pro Forma Final Agreement. For projects not offering 100% of the Facility, include the status of other offtake arrangements including the estimated completion date, the product being sold and whether or not pricing and terms are different than this offer. Bidders should provide their best expectations regarding the future of the investment tax credit and the production tax credit.

Bidders are encouraged to provide any other information which they believe will provide evidence of the Facility's viability and their ability to deliver the Facility on time as proposed.

### **5.5 Term**

Proposals shall be for terms of fifteen (15) years, ~~or~~ twenty (20) years, or twenty-five (25) years.

### **5.6 Effectiveness of Proposals**

Each Proposal must remain open for 6 months from the date of submittal, unless the Bidder has been otherwise notified that the Proposal has been rejected.

### **5.7 Availability**

Proposals for solar facilities must be based on an availability guarantee of 90% as calculated in accordance with Schedule 6.11 of the Renewable Energy Purchase Agreement during the first contract year and 95% in all other contract years, with damages due to Pepco based upon the Contract Price as provided in the Final Agreement. Proposals for wind facilities must be based on an availability guarantee of 90% calculated in accordance with Schedule 6.12 of the Renewable Energy Purchase Agreement. Bidders offering energy and RECs from other forms of generation should include a detailed availability guarantee and information supporting Bidder's proposed availability guaranty percentage.

## **6. SUBMISSION OF PROPOSALS**

### **6.1 Submission Requirements**

A Bidder's Proposal, in PDF format, must be e-mailed to the RFP Coordinator ([PHI\\_Renewables@Pepcoholdings.com](mailto:PHI_Renewables@Pepcoholdings.com)) on or before 5:00 PM (Eastern) on ~~October-29, 2025~~ March 19, 2024.

## 6.2 Ownership of Material

All documents submitted in connection with this RFP shall, upon submission thereof, become the property of Pepco. Pepco is under no obligation to return such materials to the Bidder.

## 6.3 Completion and Accuracy of Proposal

A Bidder's Proposal must be complete in all material respects upon submission. The Bidder is responsible for the accuracy of all information delivered in its Proposal and related materials. If any information in a Proposal is no longer true or accurate, Bidder shall immediately notify Pepco of the changed information. The Bidder risks disqualification from the RFP at any time if delivered information is incorrect or incomplete.

# 7. PROPOSAL EVALUATION PROCESS

Pepco, in consultation with an Independent Monitor, will evaluate each Proposal based on the criteria outlined in this RFP. The RFP evaluation criteria and evaluation process are designed to result in a fair, unbiased review of all Proposals. Bids that do not comport with the requirements set forth in this RFP may be rejected.

## 7.1 Evaluation

Proposals in this evaluation will be subject to both a price factor evaluation ("**Price Factor Evaluation**") and a non-price factor evaluation ("**Non-Price Factor Evaluation**"). The Price Factor Evaluation will comprise seventy percent (70%) of the total evaluation score. The Non-Price Factor Evaluation will comprise thirty percent (30%) of the total evaluation score. Non-price factors are primarily considered in order to determine the viability of the proposed Facility and the ability of the Bidder to deliver a Facility with the proposed level of price and performance.

- (a) The most significant non-price factors will be the extent of conformance to the Pro Forma Final Agreement, particularly with respect to the factors below;
  - Proposed Bidder edits to Pro Forma Final Agreement do not shift excessive risk to Pepco.
  - Proposed contractual structure, redline or otherwise, contains provisions related to: Liability Caps, Default/Termination Rights, Performance Guarantees, Remedies for Non-Performance, and Security/Collateral.
  - Interconnection, siting and permitting requirements and issues.
  - Facility has obtained or demonstrated a plan to obtain site control.
  - Facility has demonstrated plan to obtain permits.

- Facility has demonstrated progress toward interconnection.
  - Interconnection is in line with the Commercial Operation Date set forth in this RFP.
- (b) Bidder experience;
- Bidder has demonstrated experience with projects of similar size and technology as the Facility.
  - Bidder has demonstrated experience with projects in same geographical region as the Facility.
  - Preference will be given to qualified diverse Bidders.
- (c) Operation date and development/operations plan, including equipment contracts;
- Independent assessment of renewable resources for the Facility (e.g., a wind resource study) and anticipated Facility output or, for existing facilities, detailed information on historical production and scheduled and unscheduled outages.
  - Bidder demonstrates plan to obtain major equipment.
  - Bidder financial qualifications, requirements, and credit support.
  - Demonstrated ability to internally finance Facility or evidence of good faith commitment from financing institution/financial backer.
- (d) For existing facilities, demonstrated performance (including output and outages).

## **7.2 Non-Interference by Bidders**

Neither Bidder nor anyone acting on a Bidder's behalf may seek to influence any of the following: The District of Columbia Government officials, Commission Staff, Independent Monitor, or Pepco's evaluation of Proposals in any way. Attempts to do so will be grounds for disqualification from the bidding process.

## **8. CREDIT SUPPORT; SECURITY FOR PERFORMANCE**

If Bidder (or Bidder's guarantor, if any) is rated at or above investment grade and provides a guaranty, Bidder shall have no requirement to provide performance assurance ("**Performance Assurance**"). Performance Assurance may be in the form of cash, a letter of credit, or other security in a form acceptable to Pepco. If during the term of the Final Agreement, Bidder (or Bidder's guarantor, if any) is no longer rated at or above investment grade, Bidder must post Performance Assurance. For purposes of the Final Agreement,

“investment grade” shall mean at least two of the following three credit ratings: “BBB-” or better from Standard & Poor’s Rating Group (“S&P”), “BBB-” or better from Fitch Investor Service, Inc. (“Fitch”), or “Baa3” or better from Moody’s Investor Services, Inc. (“Moody’s”).

The amount of Performance Assurance will be based upon the term length of the Final Agreement. Performance Assurance will be equal to \$90 per MWh times the annual buyer energy limit under contract with a term of fifteen years, and equal to \$120 per MWh times the annual buyer energy limit under contract with a term of 20 years. The amount of required Performance Assurance will decline annually during commercial operation.

Any letter of credit must be issued by a U.S. commercial bank or a foreign bank with a U.S. branch, with such bank having a credit rating of at least A- from S&P, or the equivalent credit rating from Moody’s or Fitch, and a minimum of \$10 billion in assets. The letter of credit must be in a form acceptable to Pepco, in whose favor the letter of credit is issued.

## **9. ROLE OF INDEPENDENT MONITOR**

An Independent Monitor (“IM”) will be selected by the Commission to monitor and evaluate the RFP process. The IM will be required to report and certify that the solicitation process was fair to all qualified Bidders and provide a report to the Commission on the evaluation process. As part of its evaluation, the IM shall perform market benchmarking analyses for both energy and RECs, which shall be included in the evaluation report. Pepco, in consultation with the IM, will determine the short list of bidders to negotiate with, and the selection of executed agreements to submit to the Commission for approval. The IM should also provide advice to Pepco during contract negotiations.

## **10. COMMISSION APPROVAL**

It is anticipated that the IM final report and final Agreements ready for review, approval, and execution will be submitted by Pepco to the Commission in the third quarter of 2024. Bidders selected to submit Final Agreements must cooperate with Pepco in the Commission submission and approval process, which may involve, among other things, providing both pre-filed and live witness testimony and/or interviews from the Bidders. Any and all costs incurred by Bidders in the Commission approval process will be the sole responsibility of the Bidder.

## **11. CONFIDENTIALITY**

Pepco will take reasonable precautions and use reasonable efforts to protect any proprietary or confidential information contained in a Proposal, provided that the Bidder has clearly identified such information as proprietary and/or confidential on the page on which it appears. However, Bidders acknowledge that Pepco may be required to make such proprietary and/or confidential information available to the Commission, the IM, court or other governmental agencies having jurisdiction over the services and products related to this RFP. In making such disclosure, Pepco will use reasonable efforts, by, among other

things, limiting disclosure to generic information (number of responsive Proposals and range of prices, contract lengths, and energy and REC quantities) and refraining to disclose the identity of any Bidder or provide Bidder-specific information so long as such information otherwise continues to be confidential. Pepco will not be required to appeal or challenge any determination by the Commission, a court or other governmental entity on the confidentiality or proprietary status of any information provided pursuant to this RFP.

## **12. NON-DISCRIMINATION POLICY**

Both Pepco and Bidder(s) agree not to discriminate or otherwise grant preferences based on race, color, religion, creed, sex, sexual orientation, gender identity, national origin, ancestry, age, disability or other protected status in accordance with legal requirements.

## **13. GENERAL DISCLAIMER AND RESERVATION**

Each Bidder is responsible for its costs incurred in responding to this RFP and any costs incurred negotiating a Final Agreement and subsequent Commission approval or other proceedings.

Pepco has prepared the information provided in this RFP to assist potential Bidders in deciding whether to respond.

Pepco does not make any representations or warranties regarding the information in the RFP and does not purport that the RFP contains all information needed for Bidders to determine whether to submit a Proposal.

Bidders participating in this RFP shall not have legal recourse or claims against Pepco, the IM, the Commission or Commission Staff, due to Pepco's rejection, in whole or in part, of their Proposal(s), for failure to reach agreement, for failure to obtain Commission approval, or for any reason whatsoever related to such parties' acts or omissions arising out of or in connection with the RFP process or in connection with the rejection of a Proposal, or failure of an agreement to achieve Commission approval.

Pepco reserves the right to modify, cancel or withdraw this RFP and to revise the schedule specified in the RFP if, in Pepco's sole discretion, such changes are necessary or beneficial to Pepco. To the extent reasonably possible, Pepco will inform Bidders that have filed a Notice of Intent to Bid of any such change. The disclaimers and reservations of rights set forth in this paragraph are limited by the obligation of Pepco to operate in good faith and within Pepco's obligations as governed by law, regulations, rules, and orders of the Commission and other regulatory agencies.

Bidders are not permitted to announce or release any information regarding this RFP or the Commission evaluation process without prior written approval of the Commission, which the Commission may withhold in its sole discretion. Each Bidder understands and agrees that Pepco does not participate in, nor does it allow, Bidders to utilize media releases of any kind to publicize Bidder's business relationship with Pepco. Each Bidder shall not use any trade name, trademark, service mark or any other information that identifies Pepco in

such Bidder's sales, marketing, and publicity activities without Pepco's express prior written consent. Successful Bidders agree to cooperate with Pepco in preparation of any press release announcing the results of this RFP.

Nothing in this RFP limits Pepco's right, and Pepco expressly reserves its right, to enter into one or more bilateral contracts for energy and RECs outside of this RFP process.

**ATTACHMENT A**

**Notice of Intent to Bid Form**

Our organization intends to submit a Proposal in response to the Potomac Electric Power Company Request for Proposals for wind or solar-generated energy and Renewable Energy Credits:

**NAME OF BIDDER:**

Address:

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Contact Name:

Title:

Phone:

Email:

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Alternate Contact

Name:

Title:

Phone:

Email:

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Description of Planned, Existing, or Repowered Facility(ies). Include nameplate rating of Facility(ies).

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Please return Notice of Intent to Bid electronically no later than 5:00 PM Eastern Time on October 15, 2025, ~~March 5, 2024~~ to the following e-mail address: [PHI\\_Renewables@Pepcoholdings.com](mailto:PHI_Renewables@Pepcoholdings.com). Include "NOTICE OF INTENT TO BID" as the subject for the electronic submittal.

## ATTACHMENT B

### Proposal Form

BIDDER INFORMATION	
Company Name	
Primary Contact Name	
Address	
Telephone	
Email	
Form of organization of Bidder (i.e., corporation, limited liability company, partnership, etc.)	
Jurisdiction of formation of Bidder	
Ultimate parent company of Bidder	
Please attach a summary of Bidder's background and experience in onshore wind/solar energy projects.	
Entity providing credit support on behalf of Bidder (if applicable)	
Name	
Address	
Type of Relationship	
Current senior unsecured debt rating	
S&P	
Moody's	
Fitch	
Dun & Bradstreet #	
Bank references	
Name of institution	
Contact name and title	
Address	
Telephone	
As a separate attachment, please list all lawsuits, regulatory proceedings, or arbitrations in which the Bidder or its affiliates or predecessors have been or are engaged that could affect the Bidder's performance of its Proposal. Identify the parties involved and the final resolution or present status of such matters.	

	Please provide copies of Bidder's annual reports for the three most recent fiscal years and quarterly reports for the most recent quarter ended, if applicable. Non-public bidders may submit unaudited financial statements	
<b>FACILITY AND DELIVERY POINT INFORMATION</b>		
	Name of Facility	
	Type of Facility	
	Location	
	City, County and State	
	Map Coordinates (longitude and latitude)	
	PJM Delivery Point (name and Pnode)	
	Description of Facility and wind/solar generation equipment. If proposal includes storage, storage equipment and operating plan for storage is required.	
	Site control (lease, own, site purchase pending, etc.)	
	Please attach a copy of all leases, easements or other ownership documentation	
	Please describe any known environmental issues	
	Please list and describe all city, county, state and federal permits required for Proposal, including status, duration and timeline.	
	Nameplate capacity of Facility	
	Percentage of nameplate capacity of Facility dedicated to Proposal	
	Interconnection status of Facility including, if applicable, PJM queue number	
<b>PROPOSAL TERMS</b>		
	Proposed contract term(s), including Buyer's Percentage of Facility output	
	For a Facility(ies) under development, the expected date for commencement of service	
	For an existing Facility(ies), documentation of historical output, availability, and outages	

	Delivered Energy/REC amount	
	Proposal price(s) per MWh	
	Delivery Point to Pepco	
	Interconnection Point	
	Proposed termination payment amount	

Proposal Form should be submitted electronically, in PDF format no later than 5:00 PM Eastern Time on ~~March 19, 2024~~ [October 29, 2025](#) to the following e-mail address: [PHI\\_Renewables@Pepcoholdings.com](mailto:PHI_Renewables@Pepcoholdings.com). Include “PROPOSAL” as the subject for the electronic submittal.

**ATTACHMENT C**

**Pro Forma Final Agreement**

*[to be attached]*

**ATTACHMENT D**

**Eligible PJM Hubs**

## CERTIFICATE OF SERVICE

I hereby certify a copy of Potomac Electric Power Company's Power Purchase Agreement (PPA) redlined RFP was served this September 15, 2025 on all parties in Formal Case No. 1017 by electronic mail.

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/s/ Dennis P. Jamouneau  
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