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**RFP SEEKING POWER SUPPLY ARRANGEMENTS FOR**

**CONCORDIA ELECTRIC COOPERATIVE**

**POINTE COUPEE ELECTRIC**

**AND**

**SOUTHWEST LOUISIANA ELECTRIC MEMBERSHIP**

**CORPORATION**



UPDATED  
JANUARY 18, 2021

PREPARED FOR  
SLEMCO, PC Electric, and CEC

PREPARED BY  
Daymark Energy Advisors

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## LIST OF ACRONYMS

<b>ARR</b>	Auction Revenue Rights
<b>Buyers</b>	Louisiana Electric District Cooperatives
<b>CO<sub>2</sub></b>	Carbon Dioxide
<b>CPNodes</b>	Commercial Pricing Nodes
<b>DR</b>	Demand Response
<b>DSM</b>	Demand Side Management
<b>FTR</b>	Financial Transmission Rights
<b>EMS</b>	Energy Management Services
<b>EPNodes</b>	Elemental Pricing Nodes
<b>GW</b>	Gigawatt
<b>GWh</b>	Gigawatt hour
<b>kW</b>	Kilowatt
<b>kWh</b>	Kilowatt hour
<b>LCR</b>	Load Clearing Requirement
<b>LOLE</b>	Loss of Load Expectation
<b>LPSC</b>	Louisiana Public Service Commission
<b>LSE</b>	Load Serving Entity
<b>MBM</b>	Market Based Mechanism
<b>MISO</b>	Midcontinent Independent System Operator
<b>MMBtu</b>	Million British thermal units
<b>MW</b>	Megawatt
<b>MWh</b>	Megawatt hour
<b>OATT</b>	Open Access Transmission Tariff
<b>PPA</b>	Power Purchase Agreement
<b>PRM</b>	Planning Reserve Margin
<b>PRMR</b>	Planning Reserve Margin Requirement
<b>SWPA</b>	Southwest Power Administration
<b>TO</b>	Transmission Owner
<b>TOP</b>	Transmission Operator
<b>UCAP</b>	Unforced Capacity
<b>ZRC</b>	Zonal Resource Credits

## I. GENERAL INFORMATION

### A. Introduction

Southwest Louisiana Electric Membership Corporation (SLEMCO), Pointe Coupee Electric Membership Corporation (PC Electric) and Concordia Electric Cooperative Inc. (CEC) – together referred to herein as the Buyers – are Louisiana electric distribution cooperatives who seek power supply and associated services beginning April 1, 2025.

Currently, the Buyers' requirements to meet the needs of load are being met under total requirements contracts. These contracts expire on March 31, 2025.

The purpose of this RFP is to enter contracts that will enable the Buyers to meet their ongoing energy services and capacity needs beginning April 1, 2025. In total, the Buyers intend to enter contracts to serve an approximate initial combined annual peak demand of 925 MW and 2,900,000 MWh of annual energy, along with associated transmission, ancillary services, and energy management services, and to accommodate energy sales and demand growth in subsequent years of the contract period proposed and accepted. The Buyers are jointly issuing this RFP but are anticipating executing separate and independent contracts for services.

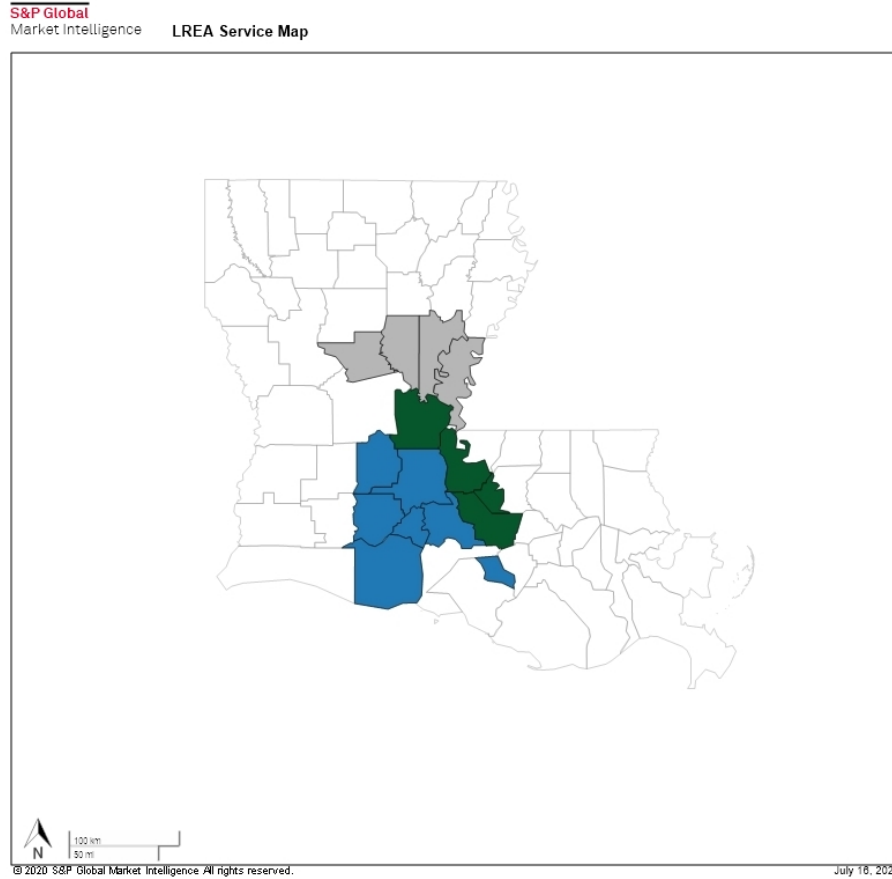
This RFP does not constitute a commitment, implied or otherwise, that the Buyers will act in this matter. The Buyers are not responsible for any costs incurred by responders in furnishing the Buyers responsive proposals.

### B. Overview of Participating Co-ops

#### Location

SLEMCO, PC Electric, and Concordia are electricity cooperatives located in the state of Louisiana. They are subject to regulation by the Louisiana Public Service Commission and its rules regarding Market Based Mechanisms for power supply contracting (the MBM process). All bidders should familiarize themselves with these rules.

The Buyers are LSEs located within MISO Zone 9. Their respective territories can be seen in Figure 1.



**Figure 1. Current Parishes Served. Blue=SLEMCO, Green=Pointe Coupee Electric, Gray=Concordia Electric Cooperative**

### Load

Load forecasts for the Buyers will be made available to bidders who complete the Confidentiality Agreement (Attachment C). The Buyers' recent historical energy needs are summarized in Table 1 below.

**Table 1: Historical Load Summary Information<sup>1</sup>**

Year	SLEMCO		PC Electric		Concordia	
	Energy (GWh)	Peak (MW)	Energy (GWh)	Peak (MW)	Energy (GWh)	Peak (MW)
2015	2,490	712	237	51	212	63
2016	2,402	585	221	55	206	54
2017	2,342	671	214	52	193	55
2018	2,495	807	224	54	213	63
2019	2,455	657	220		212	

### Buyer-Provided Resources

The Buyers are customers of the Southwest Power Administration (SWPA) and as such receive allocations of hydroelectric power from SWPA totaling 32.8 MW of nameplate capacity and approximately 86,000 MWh of annual energy. These contracts receive a capacity credit equal to 82% of nameplate capacity under current MISO rules.

### Transmission and Interconnection

The Buyers are Load Serving Entities (LSEs) within MISO and currently do not intend to own or operate any bulk transmission facilities. As such, the Buyers do not intend to operate as Transmission Owners (TO) or Transmission Operators (TOP) within MISO at this time.

The Buyers receive transmission service through MISO open access transmission as defined in the MISO Open Access Transmission Tariff (OATT).

As LSEs, the Buyers are responsible for requirements defined by MISO for wholesale capacity, energy, and other related services. Suppliers intending to submit proposals in response to this RFP are expected to review applicable MISO rules and regulations. Proposals that do not fulfill or address MISO rules and regulations that are relevant and/or applicable to the proposal may be rejected. The Buyers receive energy today, and plan to continue this during any contracts entered as a result of this RFP, at the delivery points specified in Appendix A: Buyer Delivery Points.

The use of Auction Revenue Rights (ARR) as a risk management tool to offset anticipated transmission congestion cost is expected to be implemented. These ARRs are provided by MISO to Transmission Customers as a partial rebate of congestion cost for LSEs. These are based on historical usage of the transmission system, and the Buyers are eligible for

<sup>1</sup> "Peak" in this table refers to the year-round peak (which may occur in summer or winter), not the MISO-coincident peak.



a share of ARRs attributable from resources serving load at the time of MISO South integration.

### **Capacity Requirements**

The Buyers must comply with MISO Planning Reserve Margin and Local Clearing Requirements, which are set annually based on calculations presented in each year's most recent MISO Loss of Load Expectation study (the most recent study is available at <https://cdn.misoenergy.org/2020%20LOLE%20Study%20Report397064.pdf>).

Each co-op is obligated to document sufficient capacity for power deliverable to Zone 9, equal to the Load Serving Entities' (LSE's) Planning Reserve Margin Requirement (PRMR) prior to the start of the MISO planning year.

For 2020-21, as reported by MISO's Planning Resource Auction Results document, the MISO Planning Reserve Margin was approximately 8.9% above peak load.

### **C. RFP Administrator**

Daymark Energy Advisors, an independent consulting firm based in Worcester, Massachusetts, is serving as Administrator for this RFP.

### **D. Modification or Cancellation of the RFP**

This RFP may be modified or cancelled at the Buyers' discretion. In case of any modifications to or cancellation of the RFP, registered bidders will be notified directly via email. In addition, notice of modifications and/or cancellation will be posted on the RFP website.

### **E. Procedures for Protecting Bidder Information**

The Buyers and the RFP Administrator recognize that certain information contained in proposals submitted may be considered confidential and, as permitted by applicable law, will treat as confidential any information clearly labeled as such, sharing such information only with reviewers who are bound by a non-disclosure agreement. Such reviewers may include staff of Daymark Energy Advisors<sup>2</sup>; staff, legal counsel, and Board members of the three participating Co-ops; and LPSC staff and LPSC-retained consultants. If the Buyers and/or the RFP Administrator are formally requested and

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<sup>2</sup> Daymark Energy Advisors has entered into a non-disclosure agreement with each cooperative that governs our interaction throughout this RFP process.

required by any regulatory or judicial authority, or are otherwise required by law, to disclose information with regard to a proposal, the Buyers and/or RFP Administrator will disclose such information in accordance with applicable laws and regulations.

## **F. Communications**

### **RFP Website**

All information related to this RFP, including any updates and changes, will be posted to the Long-Term Power Supply and Capacity RFP website that will be accessible at [LACoopsRFP.daymarkea.com](http://LACoopsRFP.daymarkea.com). The RFP website is a public site, accessible to anyone at any time. The RFP website allows Respondents to download documents referenced in the RFP. Interested entities may register for website updates on the RFP website or by emailing [LACoopsRFP@daymarkea.com](mailto:LACoopsRFP@daymarkea.com).

### **Communications during RFP Process**

All contact initiated by bidders during the RFP Process should be through the website created to support communication and dissemination of information at:

[LACoopsRFP.daymarkea.com](http://LACoopsRFP.daymarkea.com)

or via email to: [LACoopsRFP@daymarkea.com](mailto:LACoopsRFP@daymarkea.com)

Bidders are restricted from making contact or communicating with any Buyer representative, other than as designated below, as requested by the RFP Administrator, or through the website or email above, from date of issuance of the RFP through the final award and approval of the resulting Procurement Contract. Violation of this provision may subject the Respondent to immediate disqualification from the RFP process.

Designated Contacts for this RFP include:

- Kathleen Kelly, Daymark Energy Advisors (c/o [LACoopsRFP@daymarkea.com](mailto:LACoopsRFP@daymarkea.com))
- Louisa Lund, Daymark Energy Advisors (c/o [LACoopsRFP@daymarkea.com](mailto:LACoopsRFP@daymarkea.com))

Designated contacts will be updated and/or supplemented as needed and all such changes will be posted on the RFP website.

## Questions about the RFP

All questions and clarifications concerning these RFP Documents may be electronically submitted through the RFP website at [LACoopsRFP.daymarkea.com](http://LACoopsRFP.daymarkea.com). Such questions or clarifications must be submitted by the “RFP Question Submittal Deadline”, as specified in the RFP Schedule, to be considered.

In addition, questions may be asked at the Technical and Bidders’ Conference, discussed in Section 4.0 of this RFP.

All questions and answers concerning this RFP will be posted on the RFP Website on an anonymous basis and available to all registered users of the RFP Website.

## Applicable Laws and Regulations

This RFP is being conducted in accordance with LPSC regulations, including the LPSC Market Based Mechanism Order (Docket No. R-26172, Sub Docket C, MBM Order as amended October 29, 2008) and related orders on competitive procurements. In compliance with the LPSC MBM process, the RFP was issued initially in draft form. This final version of the RFP has been issued following an LPSC consultation process that included a Technical and Bidders’ Conference and submitted questions and responses. Final contract awards require LPSC approval.

The MBM Order requires the participation of an Independent Monitor for procurements that involve potential self-build or self-supply options. Because the co-ops are not pursuing self-build or self-supply options in this RFP, the Independent Monitor requirement does not apply to this procurement.

## II. RFP OVERVIEW

### A. RFP Purpose

The purpose of the RFP is to secure long-term power supply (energy and capacity) and all associated energy requirements for each of the Buyers, beginning April 1, 2025.

The Buyers anticipate that each of the three participating Co-ops may enter separate contracts to meet their needs. Accordingly, bidders are required to submit separate proposals for each of the Co-ops.

Each Buyer intends to enter into a contract or contracts that will provide the following products and services:

- Energy Resources (may include energy efficiency) and associated ancillary services
- Capacity Resources (may include DSM, DR)
- Energy Management Services (defined in Section 2.D of this RFP)

The Buyers anticipate entering contracts for a minimum five-year up to a maximum twenty-year period.

### B. Types of Proposals Sought

The Buyers are not restricting the type of resources offered. In evaluating proposals, each Buyer seeks a low-cost and reliable portfolio consistent with low and competitive member rates that do not expose customers to excessive volatility, while also considering risk factors, environmental impacts, and supply diversity.

The Buyers will consider bids that fit into one of the following approaches:

#### Full Requirements

- a. Full-requirements contract, including transmission and energy management services, with a carve-out for existing SWPA hydro resources;
- b. Energy management services specifically identified and priced separately in the proposal, with any options separately noted.
- c. Minimum five-year contract period and a maximum 20-year period.
- d. Allow the Buyers the opportunity to supply up to 15 % (carve-out) of their annual requirements (capacity and/or energy) from other providers for renewable, battery, DSM resources, or new technologies.

- e. Terms of renewal specified, and/or provisions that allow co-ops to make the decision to continue the contract or solicit a new supplier two years before contract expiration.

### **Partial Requirements**

Partial requirements bids are offers of energy, capacity, and energy management services, short of meeting the full energy and capacity requirements of the Buyers.

### **Energy, Capacity, and/or Energy Management Services Offers**

Energy, capacity, and energy management services bids may include one or more of the following:

- a. Individual project PPAs
- b. Ancillary Services
- c. Capacity-only bids
- d. Energy-only bids
- e. Load following
- f. Energy Management Services

**Other proposals that could fit into a long-term energy supply portfolio.** These could include demand-side resources, energy efficiency, and/or other technologies. Creative approaches are encouraged.

## **C. Energy and Capacity**

The Buyers seek one or more contracts that will provide resources sufficient to meet up to 100% of their energy demand and Zonal Resource Credits sufficient to meet up to 100% of MISO capacity requirements.

Detailed load forecasts and load shape information will be made available to interested bidders that register on the RFP website and provide a completed Confidentiality Agreement (Appendix C: Confidentiality Agreement).

## **D. Power Delivery and Energy Management Services**

The degree to which the Buyer must either self-provide energy management services (EMS) or contract elsewhere for these services will be dependent on the results of the RFP. For example, if a full-requirements proposal is selected as the optimal approach, most if not all of the EMS costs will become the responsibility of the full requirements

provider. If a portfolio of resources or other proposal turns out to be the optimal approach, then Buyers may need to procure additional capability to manage the EMS component. This incremental cost and risk of EMS will be incorporated as part of the overall evaluation. Some of the activities related to EMS are daily, while others may be monthly, seasonal, or annual. Bidders must clearly specify what EMS components are included in their proposal to ensure full credit in the evaluation.

A non-exhaustive list of activities contained within the EMS areas of responsibility is included in Appendix G: Power Delivery and Energy Management Services worksheet.

### III. RFP SCHEDULE

The following RFP Schedule is based upon expectations as of the release date of this RFP. The Buyers reserve the right to modify the RFP Schedule at their discretion. Each step in the process is described further in Section 4 of this RFP.

**Table 2. RFP Schedule**

<b>ACTIVITY</b>	<b>DATE</b>
LPSC Informational Filing with Draft RFP	September 30, 2020
Pre-bid Technical and Bidders' Conference	November 16, 2020
Final RFP Issued	December 23, 2020
Non-disclosure Agreements Due Date	January 29, 2021
Question Submittal Deadline	January 19, 2021
Question Responses Final Posting	February 5, 2021
Proposal Submittal Deadline	February 26, 2021
Final Selection of Suppliers	July 1, 2021
Contract Execution (subject to LPSC approval)	August 2, 2021
Proposed Contracts to LPSC for Certification	August 16, 2021
Certification of Contracts by LPSC (estimate)	Subject to LPSC process
Execution of Contract(s) (planned)	As soon as possible upon completion of LPSC process

## IV. RFP MILESTONES AND PROCESSES

### A. Technical and Bidders' Conference

In compliance with the Louisiana Market Based Mechanism process, the Buyers hosted a technical and bidders' conference to present an overview of the draft RFP and provide an opportunity for comments and questions from potential bidders and from LPSC staff.

### B. Issuance of Final RFP

This final RFP incorporates some revisions and clarifications in response to feedback at the technical and bidders' conference, questions and comments submitted online, and comments from LPSC staff.

This final version of the RFP will be posted on the RFP website, where all documents related to the RFP will be posted. Further revisions are possible should omissions be identified. Bidders are responsible for ensuring that they have accessed all required documents from the website or else have notified the Administrator of any website issues.

The Buyers assume no responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFP Documents.

### C. Question and Comment Process

In addition to questions asked at the Technical and Bidders' Conference, potential bidders may submit questions on the RFP website at any point up to the Question Submittal Deadline specified in the RFP Schedule. Answers to questions will be posted on the website on an ongoing basis (those asking the questions will be anonymous). All questions submitted by the deadline will be answered no later than the date specified in the RFP Schedule.

### D. Bidder Registration Process

Bidders are invited to register on the RFP website to receive notices of updates to information on the RFP website. Some materials (such as the full load forecast) will only be available to bidders who have provided an executed Confidentiality Agreement, provided in Appendix C. Upon receipt of an executed Confidentiality Agreement, Buyers will sign the Agreement and return a signed copy to the Bidder.



### **E. Proposal Submission Process**

Proposals must be prepared and submitted in accordance with the requirements and direction of the RFP.

Proposals must be submitted in electronic form only via email to [LACoopsRFP@daymarkea.com](mailto:LACoopsRFP@daymarkea.com) and must arrive no later than 5 PM CPT on the date indicated in Table 2: RFP Schedule.

### **F. Evaluation**

The Bidder and Proposal evaluation process is discussed in detail in Section VI below.

### **G. Final Selection, Contract Execution, and LPSC Review**

At the conclusion of the evaluation process, all bidders will be notified of their selection status. Proposed contracts will be submitted to the LPSC for review and approval. LPSC approval is required prior to the final execution of any contract by the Buyers.

## V. INSTRUCTIONS TO BIDDERS

### A. Preferred Terms, Power Supply and Service Agreements

Key contract provisions desired by the Buyers are detailed in Appendix B: Preferred Terms, Power Supply and Service Agreements.

### B. Mandatory Requirements for Proposals

Separate proposals should be submitted to each of the three Buyer co-ops. If proposals are dependent upon the award of contracts by two or more co-ops, that should be clearly stated in the proposal. Multiple proposals by a single Respondent are permitted but are required to be submitted as separate documents. For example, a Respondent desiring to offer both a full requirements proposal and an alternative partial requirements proposal must structure these as two independent proposals.

Respondents submitting multiple proposals must identify if any are mutually exclusive from other Proposal(s) submitted by that Respondent.

All proposals should guarantee that their proposed terms will hold for eighteen months, or until notification of evaluation results, whichever comes sooner.

Proposals shall include each of the required elements identified in the following:

- Appendix C: Confidentiality Agreement. This should be executed and returned by Bidders (normally, this will be submitted prior to submission of the final proposal, but it must be submitted along with the proposal, if it has not been previously submitted. Any confidential information from the Cooperatives will not be made available until the Confidentiality Agreement is submitted).
- Appendix D: Cover Page
- Appendix E: Bidder Information
- Appendix F: Term and Pricing Information (as applicable to the specific proposal)
- Appendix G: Power Delivery and Energy Management Services Worksheet

## C. Desired Provisions for Proposals

### Transmission and Energy Delivery

The Buyers strongly prefer to receive energy delivered to their respective energy delivery points without exposure to transmission, delivery or ancillary services costs and risks, but will consider alternative approaches, and in such cases, will factor in the costs and risks associated with transmission, delivery and ancillary services costs and risks.

Bidders proposing either Full Requirements or Partial Requirements PPAs should deliver energy to the respective Buyer delivery points (Buyer delivery points are shown in Appendix A: Buyer Delivery Points). Bidders should price in all energy and demand losses up to the point of delivery, which must be clearly identified. The value of losses to be borne by the Buyers will be factored into the overall evaluation. Bidders agree to assist Buyer in the creation of any new, reconfigured or renamed CP nodes that a new power supply arrangement may require.

For proposals other than full requirements, bidders are encouraged to price all energy as delivered to the Buyer delivery points, including all energy and demand losses up to the point of delivery. Buyers are willing to entertain alternative delivery points; however, any additional costs and/or congestion risks to be assumed by Buyers will be factored into the evaluation of the proposal.

Proposals should specify in detail bidder assumptions with respect to ARRs (Auction Revenue Rights). The estimated value and overall risk of managing ARR and FTR (Financial Transmission Rights) positions will be factored in the final analysis.

For energy sales proposals tied to specific generation, proposals should clearly specify how any interruption in operations will be handled. Preference will be given to proposals that guarantee supply, regardless of operational interruptions.

For energy sales proposals tied to specific generation, bidders should specify any provisions related to the potential supply of power from the MISO day-ahead or real-time market, in cases in which it is more economical to purchase power from the MISO market than to produce power from specified resources. Proposals that share any resulting savings with the Buyer(s) are preferred.

Buyers will not assume the responsibility for any transmission upgrades and reserves the right to reject any Proposal that does not include the full cost of any known or potential

interconnection costs or network upgrades that may be required and/or that does not include interconnection, reliability, and/or economic analyses supporting interconnection and transmission requirements. Bidders should clearly identify any unique circumstances or challenges with transmission delivery and indicate the status of any interconnection requests, if applicable.

### **Capacity**

For full-requirements proposals, bidders take responsibility for meeting all MISO capacity requirements. For partial-requirements proposals, bidders are responsible for providing the full amount of deliverable capacity specified.

### **Load Growth**

Proposals should clearly specify expectations with related to growth in Buyer energy and capacity needs. Buyers are actively engaged in economic development activities. Proposals must include a discussion of how they can accommodate or have the flexibility to allow the entrance of large new customers not currently projected in the load forecast.

### **Specific Provisions for Full Requirements Proposals**

Full Requirements proposals should include provisions to accommodate Buyers' intention to continue as ongoing customers of SWPA and should include administration of this relationship in the Energy Management Services included in the proposal, with EMS costs specifically identified.

Full Requirements proposals must include all needed energy, capacity, ancillary services, and Energy Management Services, as identified in the Load Forecast.

### **Specific Provisions for Partial Requirements Proposals**

Partial Requirements proposals should specify what Energy Management Services are included in the proposal. Partial Requirements Bidders are encouraged to submit proposals that include provision of Energy Management Services to support the full final Buyer portfolio.

### **D. Proposing to One or Multiple Co-ops**

Bidders may propose to one, two, or all three co-ops; however, each proposal should be submitted separately (i.e., if the bidder proposes to three co-ops, the bidder should

submit three separate proposals). Bidders are encouraged to identify any potential cost savings related to signing contracts with more than one co-op in their proposal.

### **E. Multiple Proposals**

Bidders may submit multiple proposals, each representing a different long-term power supply solution. In this case, the proposals should be submitted separately and should clearly state whether the proposals submitted by the bidder are potentially complementary or mutually exclusive.

### **F. Joint Proposals**

Bidders may submit joint proposals if, by combining their areas of expertise, a more efficient and effective proposal can be offered. In the case of a joint proposal, the actions and responsibilities of each entity participating must be clearly delineated. There must be clear and concise understanding of how the proposal would be managed and administered operationally. The participants must identify a single point of contact for communication purposes. All participants in the joint proposal are subject to the credit requirements contained in this RFP.

### **G. Submission of Proposals**

Proposals shall be submitted in the complete name of the party expecting to execute any resulting contract. The Proposal shall be executed by a person who is duly authorized to bind Respondent to a contract.

All Proposals submitted in response to this RFP must be received by the Proposal Submittal Deadline. In compliance with the terms of the MBM Order, proposals received after this deadline will not be opened and will be disqualified from further evaluation.

Proposals must be submitted via email to [LACoopsRFP@daymarkea.com](mailto:LACoopsRFP@daymarkea.com). No hard copies of proposals will be accepted.

## VI. BIDDER AND PROPOSAL EVALUATION

### A. Receipt of Proposals

Proposals will be received via email at [LACoopsRFP@daymarkea.com](mailto:LACoopsRFP@daymarkea.com) by the deadline specified in Section III, RFP Schedule. Proposals received after the deadline will not be evaluated. Bidders will receive an email confirming receipt of proposal(s) within 24 hours of receipt.

### B. Evaluation Process

Proposals will be evaluated based on their ability to contribute to an overall low-cost, low-risk, and reliable power supply for the Buyers and their customers that preserves Buyers' ability to adapt to changes in technology, markets, and policy. The evaluation will look both at the details of the bidder and at indicators of bidder capacity. Proposal evaluation will take place in three phases, as detailed below.

#### Phase 1: Screening for Mandatory Requirements

Within three business days of receipt of proposals, the RFP Administrator will screen proposals for compliance with mandatory proposal requirements and will inform bidders of any missing elements. Bidders must correct any deficiencies within three business days from receipt of notice of missing elements. If identified deficiencies have not been remedied by 9 am CPT on the fourth business day after notification, the proposal will be disqualified from further consideration, and the bidders so notified.

#### Phase 2: Initial Qualitative and Quantitative Proposal Evaluation

Bids that pass the mandatory requirements screening test will be reviewed for cost and impact on member rates, reliability, risk, flexibility, adaptability to change over time, and the ability to either meet all of the relevant Buyer(s)' power supply needs or potentially to be integrated into a portfolio that meets all projected needs. Comparative cost evaluation will be conducted using the functionality of an industry standard model tailored to MISO Zone 9.

Specific elements to be evaluated will be the following, in no particular order (as applicable, depending on the type of proposal):

1. Comparative price, analyzed an all-in levelized (\$/MWh and \$/MW-month) cost basis. Comparative cost evaluation will be conducted using the functionality of an industry-standard model tailored to MISO Zone 9.
2. Conformance with technical requirements outlined in Section 5.0 of the RFP
3. Project Development Feasibility (for resource-specific bids), including:
  - a. Feasibility of the fuel supply plan
  - b. Development and schedule risk, including the risk of maintaining performance throughout contract term
  - c. Site control
  - d. Ability to permit project
  - e. Ability to meet in-service date
4. Risk exposure for Buyers, including:
  - a. Costs associated with Transmission to be borne by the Buyers, including deliverability (ZRC costs) and congestion
  - b. Energy Management Costs, where applicable
5. Bidder qualifications, including:
  - a. Financing Plan
  - b. Financial Qualifications
  - c. Project Management experience
  - d. Louisiana experience
  - e. History of equipment/plant reliability
  - f. Demonstrated deliverability to LA Zone 9
6. Community and Environmental impacts
7. Exceptions to proposed PPA/Service Agreement/favorable or unfavorable contract terms

8. Flexibility for the co-ops/ability to leverage favorable market or individual project opportunities.
9. Ability to ensure low and competitive member rates that do not expose customers to excessive volatility.

After evaluating bids using the above criteria, some or all bids will move on to Phase 3. Bids moving on to Phase 3 will be selected based on performance against the above criteria and based on potential ability to be part of a competitive portfolio capable of providing a complete power solution to the Buyers. (A portfolio may consist of one or more bids).

### **Phase 3: Portfolio Comparison, Negotiation, and Proposal Selection**

In Phase 3, potential portfolios, which may include one or more bids, will be evaluated to find the most cost-effective, reliable, and flexible potential power supply solution.

In Phase 3, the RFP Administrator may contact and meet individually with bidders to discuss proposal details and potential modifications of proposals to allow the Buyers to construct a complete portfolio.

The final evaluation would include all the Phase 2 elements, along with an evaluation of the cost of the overall portfolio or portfolio(s) into which a particular proposal would fit as part of a complete procurement.

During Phase 3, Buyers will negotiate proposed contracts with potentially selected bidders.

### **C. Notification of Selection Status**

At the conclusion of Phase 3, all bidders will be notified of their selection status.



## **VII. REGULATORY APPROVALS**

The Buyers are not authorized to enter into Procurement Contracts without LPSC approval, which will be sought once a final portfolio or portfolios of proposals is/are selected. Prior to LPSC approval, no communication from Buyers should be taken to provide assurance of a future contract award.

## **VIII. RESERVATION OF RIGHTS**

The Buyers reserve rights as detailed in Appendix H: Reservation of Rights.

## APPENDIX A: BUYER DELIVERY POINTS

<b>EPNode</b>	<b>Meter Point Name</b>	<b>Distribution Co-op</b>
L LAGN PMRD PMRD	Persimmon Mill Road	Concordia
L LAGN LSJN LSJN	Lake St. John	Concordia
L LAGN BKRI BKRI	Black River	Concordia
L LAGN BVCK BVCK	Beaver Creek	Concordia
L LAGN PLAQ PLAQ	Plaquemine	PCE
L LAGN VALV VALV	Valverda	PCE
L LAGN WLOO WLOO	Waterloo	PCE
L LAGN SIMA SIMA	Simmesport	PCE
L LAGN DIMD DIMD	Diamond	PCE
L LAGN GRTE GRTE	Grosse Tete	PCE
L LAGN BPIG BPIG	Bayou Pigeon	PCE
L LAGN SHNT SHNT	Shintech	PCE
L LAGN KRSP KRSP	Krotz Springs	SLEMCO
L LAGN SCAN SCAN	Scanlan	SLEMCO
L LAGN SEMR SEMR	Semere Road	SLEMCO
L LAGN SWEU SWEU	Southwest Eunice	SLEMCO
L LAGN EOPL EOPL	East Opelousas	SLEMCO
L LAGN PLAI PLAI	Plaisance	SLEMCO
L LAGN LBLK LBLK	LeBlanc Bulk	SLEMCO
L LAGN LERY LERY	Leroy	SLEMCO
L LAGN ROUX ROUX_LD	Roux	SLEMCO
L LAGN GEKO GEKO	Gecko	SLEMCO
L LAGN CRBK CRBK	Crowley Bulk	SLEMCO
L LAGN JUDC JUDC	Judice	SLEMCO
L LAGN BCOV BCOV	Bayou Cove	SLEMCO
L LAGN VEAZ VEAZ	Veazie	SLEMCO
L LAGN VATN VATN	Vatican	SLEMCO
L LAGN STJN STJN	St. John	SLEMCO
L LAGN LEDO LEDO	LeDoux	SLEMCO
L LAGN DUHN DUHN	Duhon	SLEMCO
L LAGN NICK NICK	Nickerson	SLEMCO
L LAGN MELC MELC	Melchoir Campbell	SLEMCO
L LAGN KPL2 KPL2	Kaplan	SLEMCO
L LAGN LEBL LEBL	LeBlanc	SLEMCO
L LAGN HEBR HEBR	Hebert	SLEMCO
L LAGN BCUR BCUR	Bayou Current	SLEMCO

## **APPENDIX B: PREFERRED TERMS, POWER SUPPLY AND SERVICE AGREEMENTS (PSSA)**

### **REQUEST FOR PROPOSAL** **PREFERRED TERMS** **POWER SUPPLY AND SERVICE AGREEMENT (PSSA)**

As part of the RFP for securing Power Supply and Service Agreement(s) to serve the needs of **SLEMCO, CONCORDIA** and **POINTE COUPEE ELECTRIC COOPERATIVES** commencing as of April 1, 2025 this document contains the factors which shall be a part of the final Power Supply and Service Agreement(s) (PSSA) which shall be executed in a timely manner, after LPSC approval, but prior to April 1, 2025 or as soon as possible before that date.

Acceptable PSSA(s) will provide for and cover, non-exclusively, Energy Resources, Capacity Resources, Ancillary Services, and/or Energy Management Services. That contract may involve full requirements (subject to carve outs for existing SPA hydro reserves), Partial Requirements, extended terms subject to a minimum of five (5) years, and other alternatives such as combinations of power and capacity suppliers, and separate types of energy management services.

The details of any PSSA will have to be finally negotiated after all proposals are submitted, refined, and agreed upon.

To assist the bidders in responding to the RFPs and in compliance with LPSC regulations, we hereafter set forth certain integral parts of resulting PSSA(s) which will be negotiated, refined and agreed upon by the Parties which will then be submitted to the LPSC for approval.

#### Preferred Terms:

1. A Definition Section containing defined terms as used within the PSSA will be included as negotiated among the parties.

2. Subject to regulatory approval, the PSSA shall detail the services and power to be supplied by the Seller to the Buyer which shall include capacity and energy necessary to serve the Buyer's retail customers. This could encompass full and/or partial requirements as well as varied sources of power. The Contract will include such matters as handling of load growth; addressing third party

interconnection requests, MISO participation, MISO settlements, reliability regulations and compliance, and credit requirements; and the maintaining of demand and energy needs.

3. The PSSA shall provide for Transmission and Ancillary Services and procedures to be provided by SELLER and/or Third Parties to BUYER and the related costs for the same.

4. The PSSA shall recognize a carve out for Buyer's acquisition of hydro power from the Southwestern Power Administration, SPA, and address concepts such as capacity credits, energy credits and scheduling services for the Buyer's hydro power acquisition from SPA.

5. The PSSA shall provide for other applicable third-party resources to address scheduling and credit based on formulas and procedures.

6. The PSSA will address responsibilities for transmission assets necessary for the delivery of power to its cooperative customers including planning, investments in the same, and costs related thereto, all as negotiated and detailed.

7. The PSSA will address current and future points of delivery, energy management services, operating responsibilities; metering, billings and payments will be detailed and agreed to by the parties.

8. The PSSA shall include procedures for certain alternative dispute resolution procedures including mediation and arbitration.

9. The PSSA will detail the representations, warranties and covenants as negotiated between the parties and default provisions will cover enforcement of the PSSA.

10. Other incidental matters associated with the foregoing will be incorporated into the PSSA, including planning, continuity of service, hold harmless and limitation of liability provisions, acquisition of new territories, sales to governmental entities and retail competition, and explicit exhibits to ensure full understanding and implementation of the terms of the PSSA.

11. The PSSA will contain general provisions addressing governing law and forum selection clauses, notice provisions, assignability provisions, term (including renewals or extensions), severability clauses, force majeure, warranties and confidentiality provisions.

## APPENDIX C: CONFIDENTIALITY AGREEMENT

### CONFIDENTIALITY AGREEMENT

THIS **CONFIDENTIALITY AGREEMENT** ("**AGREEMENT**") is executed and effective as of this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **SOUTHWEST LOUISIANA ELECTRIC MEMBERSHIP CORPORATION** ("**SLEMCO**"), a Louisiana electric cooperative, whose mailing address is 2727 SE Evangeline Thruway, Lafayette, Louisiana 70508, **CONCORDIA ELECTRIC COOPERATIVE, INC.** ("**CONCORDIA**"), a Louisiana electric cooperative, whose mailing address is U.S. Highway 84 West, Post Office Box 98, Jonesville, Louisiana 71343-0098, **POINTE COUPEE ELECTRIC MEMBERSHIP CORPORATION** ("**POINTE COUPEE**"), a Louisiana corporation, whose mailing address is 2506 False River Drive, New Roads, Louisiana 70760-0610, and \_\_\_\_\_ ( \_\_\_\_\_ ), whose mailing address is \_\_\_\_\_, together the "**PARTIES**" and each a "**PARTY**".

#### I.

**PRELIMINARY STATEMENT.** The **PARTIES** hereto are exploring and evaluating a business transaction which involves the future supply of electric capacity and energy to **SLEMCO, CONCORDIA** and **POINTE COUPEE**, which **TRANSACTION** may include the execution of a Power Purchase and Sale Agreement (hereafter referred to at times as a PPA) and which **TRANSACTION** evaluation is or has been undertaken through Requests for Information (RFI's) and Requests for Proposals (RFP's) which will require the delivery of **CONFIDENTIAL INFORMATION** between the **PARTIES** the sole purpose of which is to allow the RFI's, RFP's, and a PPA (the **TRANSACTION**) to be properly evaluated and analyzed. Nothing herein contained will obligate either of the **PARTIES** to enter into any subsequent agreements with one another.

In consideration of the undertakings described in this preliminary statement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, each of the **PARTIES** hereby agrees that:

#### II.

**DEFINITIONS.** For purposes of this **AGREEMENT**, except as otherwise expressly provided herein, the terms defined below have the meanings herein assigned to them.

A. **PERSON** means any individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, trust, estate, unincorporated organization or a government organization, subdivision, agency or authority thereof, whether foreign or domestic.

B. **DISCLOSING PARTY** means the **PERSON** transmitting or disclosing **CONFIDENTIAL INFORMATION**.

C. **RECEIVING PARTY** means the **PERSON** receiving **CONFIDENTIAL INFORMATION**.

D. **AFFILIATE** means with respect to any specified **PERSON**, any other **PERSON** directly or indirectly controlling or controlled by or under direct or indirect common control with such specified **PERSON**. For the purposes of this definition, "control" means the power to direct or cause the direction of the management and policies of such **PERSON**, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and, it being understood and agreed that with respect to a corporation, limited liability company or partnership, control shall mean direct indirect ownership of more than 50% of the voting stock, or limited liability company interest, general partnership interest or voting interest in any such corporation, limited liability company or partnership.

E. **REPRESENTATIVES** means a **PERSON'S AFFILIATES** and such **PERSON'S** and such **AFFILIATES'** respective directors, officers, employees, agents or **REPRESENTATIVES**, including, without limitation, its and their respective attorneys, partners, accountants, consultants, financial advisors, actual or potential financing sources, lenders, auditors, experts and actual or potential co-participants in joint ventures, partners, co-owners or suppliers, contractors or subcontractors retained by a **PARTY** in connection with the **TRANSACTION**.

F. **CONFIDENTIAL INFORMATION** means without limitation whatsoever any and all information, documents, business and marketing strategies and/or materials, trade secrets, methods, financial information, pricing, customer lists, existing and potential agreements, corporate structure charts, organizational charts and/or any other proprietary information whether the same be written, graphic, electronic or in other tangible form and which in any way relates to technology, management operations products or services of the **DISCLOSING PARTY**. Without limitation, **CONFIDENTIAL INFORMATION** includes any and all oral presentations, projections, existing and contemplated projects or investments, client and marketing information, pricing, contracts, trade secrets and similar or dissimilar information relating to the conduct of the business of **DISCLOSING PARTY**, which is delivered to or received by the **RECEIVING PARTY** during the term of this **AGREEMENT**. **CONFIDENTIAL INFORMATION** includes information of the kind and character herein described which belongs to consumers of the **DISCLOSING PARTY** or received from consumers of the **DISCLOSING PARTY** in the course of **DISCLOSING PARTY'S** delivery of electric power to consumers. **CONFIDENTIAL INFORMATION** as used herein includes information supplied in connection with the **TRANSACTION** by the **DISCLOSING PARTY** to the **RECEIVING PARTY** prior to the execution of this **AGREEMENT**, and such confidential information shall be considered in the same manner and be subject to the same treatment as the **CONFIDENTIAL INFORMATION** made available after the execution of this **AGREEMENT**. **CONFIDENTIAL INFORMATION** as used herein also includes the fact that the **CONFIDENTIAL INFORMATION** has been made available to or is being inspected or evaluated by the **RECEIVING PARTY**, the fact that discussions with respect to the **TRANSACTION** are taking place, and any other facts with respect to such discussions, including the status and terms thereof. **CONFIDENTIAL INFORMATION** also includes any correspondence, analysis, report, or other work product produced by the **RECEIVING PARTY** or its

**REPRESENTATIVES** (herein defined) that contains, reflects, or is derived from such information. **CONFIDENTIAL INFORMATION** also includes any and all information received by the **RECEIVING PARTY** from the **DISCLOSING PARTY** which is marked "**CONFIDENTIAL**".

**G. NON-CONFIDENTIAL INFORMATION** means information that (a) is already in the possession of the **RECEIVING PARTY** on a non-confidential basis at the time it is disclosed to such **PARTY**; (b) has been independently developed by the **RECEIVING PARTY** or on the **RECEIVING PARTY'S** behalf by its **REPRESENTATIVES** without reliance on or by reference to the **CONFIDENTIAL INFORMATION** disclosed to the **RECEIVING PARTY** by the **DISCLOSING PARTY**; (c) becomes or has become publicly known through no wrongful act of the **RECEIVING PARTY** or its **REPRESENTATIVE**; (d) has been received by the **RECEIVING PARTY** on a non-confidential basis from a person other than the **DISCLOSING PARTY**, who is not known by the **RECEIVING PARTY** to be bound by a confidentiality agreement with the **DISCLOSING PARTY** or otherwise prohibited from transmitting the information to others; or (e) is confirmed in writing by the **DISCLOSING PARTY** to not be **CONFIDENTIAL INFORMATION**.

### III.

**NON-DISCLOSURE OF CONFIDENTIAL INFORMATION.** The **RECEIVING PARTY** acknowledges that the **CONFIDENTIAL INFORMATION** of **DISCLOSING PARTY** is a valuable asset of the **DISCLOSING PARTY**. Protection of **CONFIDENTIAL INFORMATION** against unauthorized disclosure and use is of critical importance to the **PARTIES**. Accordingly, except with the prior written authorization of the **DISCLOSING PARTY** or as otherwise expressly provided in this **AGREEMENT**, the **RECEIVING PARTY** shall not, at any time, (a) make any disclosure of any **CONFIDENTIAL INFORMATION**, except to those of its **AFFILIATES** and **REPRESENTATIVES**, who need to know the **CONFIDENTIAL INFORMATION** for the purpose of evaluating or executing the **TRANSACTION** and who are directed and agree to observe the terms of this **AGREEMENT** and have undertaken an obligation of confidentiality to the **RECEIVING PARTY** with respect to the **CONFIDENTIAL INFORMATION**, or (b) make any use of the **CONFIDENTIAL INFORMATION**, except in connection with the evaluation or execution of the **TRANSACTION**. Each **PARTY** agrees to be responsible for any breach of this **AGREEMENT** by any of its **REPRESENTATIVES**. In maintaining the confidentiality of **CONFIDENTIAL INFORMATION** disclosed hereunder, each **PARTY** shall employ reasonable procedures no less restrictive than the procedures ordinarily used by it to protect its own confidential information. Any information furnished to the **RECEIVING PARTY** by a **REPRESENTATIVE** of the **DISCLOSING PARTY** in connection with the **TRANSACTION** shall be deemed for the purpose of this **AGREEMENT** to be furnished by the **DISCLOSING PARTY**. "Any future regulatory or governmental certification approval procedure will require a separate form of agreement to provide appropriate confidentiality protection for certain proprietary confidential information including Highly Sensitive Protected Materials."



**IV.**

**COMPLIANCE WITH LEGAL PROCESS.** If the **RECEIVING PARTY** or any of its **REPRESENTATIVES** are requested pursuant to or required by law, regulation, regulatory authority, or legal process (including by means of oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process or, in the opinion of counsel for the **RECEIVING PARTY**, by federal or state securities laws or other statutes, regulations, or laws, or the rules or regulations of any recognized stock exchange or other applicable self-regulatory authority) to disclose any **CONFIDENTIAL INFORMATION** or other information about the **DISCLOSING PARTY** or the **TRANSACTION**, then the **RECEIVING PARTY** (if it is legally able to do so) shall promptly notify the **DISCLOSING PARTY** of such request or requirement prior to disclosure so that the **DISCLOSING PARTY** may, at its cost, seek an appropriate protective order or other appropriate remedy and/or waive compliance with the terms of this **AGREEMENT**. If, however, the **RECEIVING PARTY** or any of its **REPRESENTATIVES** determines, upon the advice of counsel, that the **RECEIVING PARTY** or its **REPRESENTATIVE** is nonetheless, in the absence of such protective order or waiver, required to disclose such **CONFIDENTIAL INFORMATION** or otherwise stand liable for contempt or suffer possible censure or other penalty or liability, then such **RECEIVING PARTY** or such **REPRESENTATIVE** may disclose such **CONFIDENTIAL INFORMATION** or other information without liability to the **DISCLOSING PARTY**; provided, however, that the **RECEIVING PARTY** or its Representative shall disclose solely such information as is required by law and shall use reasonable efforts to minimize the disclosure of such information.

**V.**

**OWNERSHIP: RETURN OF INFORMATION.** All written materials, records, and other documents or electronic files, in any way containing or relating to the business of the **DISCLOSING PARTY**, and provided to the **RECEIVING PARTY** by the **DISCLOSING PARTY** in anticipation of the **TRANSACTION**, and during any future business relationship, which contain or disclose the **DISCLOSING PARTY'S CONFIDENTIAL INFORMATION** shall be and remain the exclusive property of the **DISCLOSING PARTY** and subject to all relevant intellectual and/or proprietary property rights of the **DISCLOSING PARTY**. Upon written request of the **DISCLOSING PARTY**, and in any event, if the **TRANSACTION** is not consummated, the **RECEIVING PARTY** shall promptly either (a) deliver the same, and all copies thereof, to the **DISCLOSING PARTY**, or (b) destroy all such information, with the exception of that portion of the **CONFIDENTIAL INFORMATION** that may be found in the **RECEIVING PARTY'S** archived electronic back-up files of its computer systems ("Archived Files"), and, in each case, upon request of the **DISCLOSING PARTY**, promptly furnish the **DISCLOSING PARTY** with a certificate of an officer of the **RECEIVING PARTY** verifying that all such information has been delivered or destroyed in accordance with the foregoing. Notwithstanding the foregoing, nothing in this **AGREEMENT** shall prohibit the **RECEIVING PARTY** or its **REPRESENTATIVES** from retaining copies of Archived Files

or of any of the **CONFIDENTIAL INFORMATION** as necessary to comply with regulatory recordkeeping requirements applicable to it or any internal recordkeeping policy or procedure to which it is subject ("**Retained Confidential Information**").

#### **VI.**

**NO REPRESENTATIONS.** The **PARTIES** make no representations or warranties, express or implied, as to the accuracy or completeness of the information disclosed hereunder, including, without limitation, the **CONFIDENTIAL INFORMATION**. The **RECEIVING PARTY** agrees that neither the **DISCLOSING PARTY** nor its **REPRESENTATIVES** shall have any liability to it or to any of its **REPRESENTATIVES** resulting from the provision or use of any information, including, without limitation, the **CONFIDENTIAL INFORMATION**.

#### **VII.**

**NO FIDUCIARY RELATIONSHIP: NO FURTHER OBLIGATIONS.** The **PARTIES** agree that this **AGREEMENT** does not create a partnership, agency, joint venture or similar relationship, nor does this **AGREEMENT** obligate any of the **PARTIES** to enter into any further agreements or to proceed with any possible relationship or other joint venture or transaction, including, without limitation, the **TRANSACTION**. Without limiting the foregoing, at any time prior to the execution of a definitive **AGREEMENT** between the **PARTIES** with respect to the **TRANSACTION**, any **PARTY** may voluntarily withdraw for any reason from discussions with the other **PARTIES** concerning the **TRANSACTION** by giving the other **PARTIES** written notice to such effect as soon as is reasonably possible after the decision is made to withdraw from discussions; provided that, the **RECEIVING PARTY** shall refuse delivery of **CONFIDENTIAL INFORMATION** after a decision to withdraw from discussions is made and before notice of said decision is given and provided that the **RECEIVING PARTY** shall remain subject to the obligations set forth in this **AGREEMENT**. Nothing in this **AGREEMENT** shall diminish or restrict in any way the rights that each **PARTY** or any of its Affiliates has (i) to conduct its business and business development and investment activities, (ii) to market and sell its products and services, and (iii) to acquire or obtain products and services or to disclose its own **CONFIDENTIAL INFORMATION** to third parties. No license or conveyance of any rights relating to the **CONFIDENTIAL INFORMATION** is granted or implied by any **PARTY** to the other.

#### **VIII.**

**REMEDIES.** In view of the difficulty or impossibility of placing a monetary value on the **CONFIDENTIAL INFORMATION** or determining damages that may be sustained in the event of a breach or threatened breach of the terms and conditions of this **AGREEMENT**, the **DISCLOSING PARTY** shall be entitled to seek equitable relief, including injunctions and specific performance, to the extent permitted by law, as well as to any other relief appropriate under the circumstances in any court of competent jurisdiction. The **RECEIVING PARTY** hereby agrees not to resist application for such equitable relief on the basis that the **DISCLOSING PARTY** has an adequate remedy at

law, and agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. In no event shall any **PARTY** be entitled to indirect, special, punitive or consequential damages.

**IX.**

**GOVERNING LAW; JURISDICTION.** This **AGREEMENT** shall be interpreted, construed and governed by the internal laws of the State of Louisiana without application of its choice of law rules. The **PARTIES** agree that any action or proceeding arising out of or related in any way to this **AGREEMENT** shall be brought solely in a court of competent jurisdiction in Louisiana and the **PARTIES** hereby consent to the jurisdiction and Venue of the aforesaid Courts.

**X.**

**MISCELLANEOUS.** This **AGREEMENT** and the obligations set forth herein shall be binding upon and inure to the benefit of the **PARTIES** hereto, their respective successors and assigns. This **AGREEMENT** constitutes the entire agreement between the **PARTIES** with the respect to the subject matters addressed herein. No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder. This **AGREEMENT** may not be amended or modified except by a writing signed by each of the **PARTIES**. If any provision of this **AGREEMENT** is declared invalid or unenforceable, such provision shall be severed from this **AGREEMENT** which shall otherwise remain in full force and effect but only to the extent that the original intent of this **AGREEMENT** would not be altered in any material respect.

This **AGREEMENT** may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

All **PARTIES** to this **AGREEMENT** further agree that in the event they collectively or separately engage the services of outside consultants who are to receive access to the **CONFIDENTIAL INFORMATION**, then those consultants shall be required to execute and be subject to a confidentiality agreement consistent with the terms of this **AGREEMENT**.

**XI.**

**TERM.** The obligations of confidentiality set forth herein shall survive for a period of two years following the signing of definitive contracts for the **TRANSACTION**, the end of discussions relating to the **TRANSACTION**, or the return or destruction of the **CONFIDENTIAL INFORMATION** in accordance with paragraph 4 hereof, whichever is earlier. Any Retained **CONFIDENTIAL INFORMATION** or Archived Files (defined in paragraph 4) shall remain subject to the obligations of confidentiality set forth herein through March 31, 2025.

**XII.**

**NOTICES.** Any notice, request, demand, or other communication required or permitted to be made under this **AGREEMENT** shall be in writing and may be given by personal delivery, or commercial delivery service, and will be deemed duly given when so received personally or by commercial delivery services to the addresses and **PARTY REPRESENTATIVES** set forth at the end of the signature pages hereof.

**XIII.**

**Waiver of Trial by Jury.** EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

**IN WITNESS WHEREOF**, the undersigned, by its duly authorized officer, has executed this **AGREEMENT** effective as of the date first above written.

**SOUTHWEST LOUISIANA ELECTRIC  
MEMBERSHIP CORPORATION**

By: \_\_\_\_\_ (Signature)

Name (Print)  
Title

**CONCORDIA ELECTRIC COOPERATIVE, INC.**

By: \_\_\_\_\_ (Signature)

Name (Print)  
Title

**POINTE COUPEE ELECTRIC MEMBERSHIP  
CORPORATION**

By: \_\_\_\_\_ (Signature)

Name (Print)  
Title

By: \_\_\_\_\_ (Signature)

Name (Print)  
Title

**NOTICES TO:**

**SOUTHWEST LOUISIANA ELECTRIC MEMBERSHIP CORPORATION** addressed to its CEO or President at the address shown above.

**CONCORDIA ELECTRIC COOPERATIVE, INC.** addressed to its CEO or President at the address shown above.

**POINTE COUPEE ELECTRIC MEMBERSHIP CORPORATION** addressed to its CEO or President at the address shown above.

\_\_\_\_\_ addressed to its CEO or President at the address shown above.

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**APPENDIX D: COVER SHEET**

Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Proposed Buyer:  SLEMCO       PCE       CEC

Type of offer:

 Full Requirements Partial Requirements PPA Ancillary Services Capacity Energy-only Load Following Energy Management Other

Term Begin: \_\_/\_\_/\_\_\_\_      Term End: \_\_/\_\_/\_\_\_\_

Capacity Offered: \_\_\_\_\_ MW      Capacity Price (Avg): \$\_\_\_\_\_/kW-mo

Energy Offered (Annual): \_\_\_\_\_ MWh      Energy Price (Avg): \$\_\_\_\_\_/MWh

Energy Management Services offered: \_\_\_\_\_      Energy Management Fees: \_\_\_\_\_

## APPENDIX E: BIDDER INFORMATION

#	REQUESTED INFORMATION	BIDDER RESPONSE
1	Description of the bidder’s organization with proof of its financial and operational ability to deliver the project and/or services proposed over the time frame proposed. Information offered as evidence of financial strength may include net worth, credit rating information, experience in financing similar projects and/or services in similar markets, and/or other evidence of strong financial performance.	
2	Statement of bidder experience in the Louisiana market, a description of the services currently offered in MISO, description of and references from similar organizations to which the bidder is providing or has provided similar services, and a description of the resources available to the bidder to provide services to the cooperatives.	
3	Statement demonstrating bidder experience executing projects or offers of similar technologies and/or services, including descriptions of projects/services provided.	
4	Statement of any history of bankruptcy, dissolution, merger, or acquisition of the bidder in the last five years, indicating whether any of these actions are pending during the upcoming period of proposed supply in response to this RFP.	
5	Statement as to whether the bidder is a party to any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative, investigative, or informal), that has been commenced by or against the bidder and that may affect the business of, or any of the assets owned or used by the bidder, in a manner which would adversely affect or impair the bidder’s ability to perform a contract if one were to result from the bidder’s response to the RFP. A Proceeding will be deemed to adversely affect or otherwise impair the bidder’s ability to perform if the Proceeding challenges, or prevents, delays, makes illegal, or otherwise interferes with any contract resulting from this proposal.	
6	A statement identifying, affirming and referring to bidder’s possession of each state and federal license required in order to provide power supply services in response to this RFP.	
7	A statement affirming and referring to bidder’s membership in and good standing with the MISO.	
8	Statement of all the then-current agency credit ratings of the bidder’s or of its proposed Guarantor’s Senior Unsecured Debt and certification that it meets or will meet the requirements below and is not under pending credit watch or downgrade by any credit ratings agency such that impairment of the credit rating below the standards below is currently foreseeable during the term of any proposed power supply contract with the cooperatives. A bidder must meet one of the following financial requirements: i. Possess an investment-grade rating of its Senior Unsecured Debt (or if the Bidder’s Senior Unsecure Debt is unrated, its Issuer Rating) from one of the three major rating agencies: “BBB” or higher from Standard and Poor’s or Fitch; “Baa2” or higher from Moody’s. ii. If selected, provide a guaranty from an entity that possesses an investment grade rating of its Senior Unsecured Debt from one of the three major rating agencies as described in (i) above.	



## APPENDIX F: TERM AND PRICING SHEET

### All Contracts

#	REQUESTED INFORMATION	BIDDER RESPONSE
1	Contract start date (if different from April 1, 2025).	
2	Contract term minimum.	
3	Contract term maximum.	
4	Supplier exceptions to Appendix B, Key Contract Elements.	
5	Supplier-proposed contract terms and conditions, with explanation of which are favorable to the Buyers, and why.	
6	Statement of source of any proposed energy and/or capacity—please be as specific as possible (specify units, market purchases, etc., as applicable).	
7	Detailed specification of assumptions about ARRs and related revenues and/or costs.	
8	Discussion of contract expiration provisions, terms of potential extensions and contract exit provisions.	
9	Describe and discuss the potential for and specify how deliverability risk (if any) will be handled. When, if ever, and under what conditions will it become the Buyers’ responsibility to pay for additional costs related to the non-deliverability of energy under the proposed contract? Any cases of Buyers’ specific cost responsibility should be clearly identified.	
10	In addition to costs specified, if there are any additional Buyer costs, please discuss.	
11	Please identify any potential risks to be borne by Buyer(s).	
12	Specify any provisions related to the potential supply of power from the MISO day-ahead or real-time market. How will savings be shared with Buyers?	
13	Required: guarantee that proposed terms will hold for eighteen months, or until notification of evaluation results, whichever comes sooner.	
14	Discuss and describe environmental impacts of the proposal: please discuss both positive and negative potential impacts.	
15	Discussion of community impact: please discuss both positive and negative potential impacts; please include any community outreach.	
16	Provide details and discussion outlining bidder’s fuel supply plan(s) for each proposed resource source and fit with resource availability/production; in the case of intermittent production resources, plan to address and ensure reliable supply.	

### Full Requirements

#	REQUESTED INFORMATION	BIDDER RESPONSE
17	Pricing terms (detail pricing basis (cost of service, fixed, etc.), price, and whether prices escalate or otherwise change over time).	
18	Provisions related to changes in load (see RFP Section V.C. "Load Growth").	

19	Agreement to co-op future procurement of up to 15% of energy need.
20	Terms of renewal.
21	Any full requirements exclusions or conditions.

### Partial Requirements

#	REQUESTED INFORMATION	BIDDER RESPONSE
22	Pricing terms (detail pricing basis (cost of service, fixed, etc.), price, and whether prices escalate or otherwise change over time).	
23	Identify what full requirements services are not provided.	
24	Terms of renewal.	
25	Provisions related to changes in load served.	
26	Load to be served (capacity and energy).	
27	Identify any exclusions or conditions.	

### Unbundled Energy, Capacity, and/or Energy Management Services Offers (as applicable)

#	REQUESTED INFORMATION	BIDDER RESPONSE
28	Type of offer.	
29	Price and payment terms (per KW, per kWh, other, include any additional charges).	
30	Any provisions related to payment indexing or escalation.	
31	Identify any exclusions or conditions.	
<b>Energy Offers</b>		
32	Energy offered (MWh/year).	
33	Type of offer (load-following, baseload, or variable).	
34	Energy pricing type (heat rate or MWh).	
35	Energy price (\$/kWh or Heat Rate terms).	
36	Delivery point.	
37	Unit contingency?	
38	If unit contingency, unit specifications and location.	
39	Specify ARR assumptions.	
40	Provisions related to supply of power from MISO day-ahead market.	
41	Any related costs assigned to customer (e.g. O&M).	
42	Specify any transmission or interconnection costs or risks not assumed by Bidder.	
43	Status of interconnection requests, if applicable.	

#	REQUESTED INFORMATION	BIDDER RESPONSE
44	Identify any exclusions or conditions.	
<b>Capacity Offers</b>		
45	Amount of capacity offered (MW) and associated ZRCs, with zone specified.	
46	Capacity price (\$/KW-month).	
47	Other costs assigned to the customer (e.g., O&M).	
48	Pricing terms (flat or escalating, with any escalation specified).	
49	Evidence of deliverability to Buyer (may consist of commitment to providing Zone 9 ZRCs, or other provisions that remove capacity deliverability risk from Buyer).	
50	Identify any exclusions or conditions.	
<b>Energy Management Services</b>		
51	See Appendix D for Power Delivery and Energy Management Services Worksheet.	See reference at left.
<b>Information Required for any Proposal with a Unit Contingency, or a Tolling Agreement</b>		
52	Technology/resource type: include a description of the technology, its state of development, and track record in similar applications.	
53	Location of facility.	
54	Age of facility, if existing.	
55	Project schedule and commercial in-operation date, if new. In project schedule, include info on "critical path", milestones, and any potential impediments.	
56	Description/evidence of site control.	
57	Status of environmental and project permitting, including identification and discussion of the status of all required permits.	
58	Is the unit a MISO Designated Network Resource? If not, are there plans to become a MISO Designated Network Resource?	
59	Specify plans for transmission to delivery points.	
60	Specify any associated ZRCs and identify the zone. If not Zone 9, specify whether or not bidder takes on risk of potential additional costs to convert to Zone 9 ZRCs.	
61	Project financing plan. A complete financial plan addresses the following issues: project ownership, capital cost and structure, sources of debt and equity and evidence (e.g., letter from a bank) that the project is financeable.	
62	Interconnection status. Include queue position, if applicable.	
63	Size of facility.	
64	Ownership percentage.	
65	Rated capacity.	
66	EFOR.	
67	Operations and maintenance plan.	

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#	REQUESTED INFORMATION	BIDDER RESPONSE
68	Fuel requirements/fuel supply plan, and relation to proposed project output. For generation from renewable resources, please include a discussion of the availability of the renewable energy source (wind, solar, hydro, etc.) at the proposed location.	
69	Dispatchability.	
70	Black start capability.	
71	Start-up costs.	
72	Ramp rate.	
73	Minimum run time.	
74	Minimum down time.	
75	Minimum (must-run) load level.	
76	Any maintenance costs for which Buyer would be responsible or could become responsible	.
77	Identify any exclusions or conditions.	

## APPENDIX G: POWER DELIVERY AND ENERGY MANAGEMENT SERVICES WORKSHEET

Indicate below the functions that are **included** as part of your proposal. If it is not a part of your proposal, but is a function your entity can perform as a supplemental service, indicate at what **extra cost**. Finally, clearly indicate if this is a function your entity will **not provide**.

#	Mark as Included, Extra Cost, or Not Provided	Power Delivery and Energy Management Service	Additional Cost (if any)	Description of Capability to Perform
1		Scheduling, system control and dispatch Services		
2		Manage OATT process with delivery to EPNodes		
3		Development of ARR / FTR annual allocations		
4		Management of yearly and monthly ARRs / FTRs value		
5		Submission of transmission planning model updates to MISO		
6		Daily load forecasting and updates		
7		MISO day-ahead and real-time market interaction, including management of load and generation bids / offers		
8		Market true-up for load or generation deviations		
9		Shadow settlement of MISO statements		
10		Annual and long-term capacity planning		
11		Capacity auction participation		
12		DSM program management		
13		Long-term load forecasting		
14		Other: Include any other services that the Bidder would like to note on this or a separate sheet.		

*Footnote:* For any necessary services not provided for in a Bidder’s proposal, the Buyer will include in the economic evaluation of the cost of Power Delivery and Energy Management Services (a) any additional FTE manhours to perform the function including management and supervisory manhours, (b) any additional contracted services, (c) any hardware or software upgrades needed to perform the services and (d) all overhead costs related to any of the above.

**APPENDIX H: RESERVATION OF SLEMCO'S, CONCORDIA'S AND PC'S RIGHTS  
AND OTHER REQUEST FOR PRODUCTION OF DOCUMENTS TERMS**

***Appendix H***  
***Reservation of SLEMCO'S, CONCORDIA'S***  
***and PC's Rights and Other Request for Production of***  
***Documents Terms***

***For***  
***2020 Request For Proposals***  
***For***  
***Wholesale Energy Requirements***  
***For***

**Southwest Louisiana Electric Membership  
Corporation ("SLEMCO"), Concordia Electric  
Cooperative, Inc. ("Concordia"), and Pointe Coupee  
Electric Membership Corporation ("Pointe Coupee")**  
**\_\_\_\_\_ , 2020**

## 1. **Reservation of Rights**

Notwithstanding anything to the contrary, either SLEMCO, Concordia and/or Pointe Coupee may, acting together or each individually, and each expressly reserves the right to, at any time, and from time to time, without prior notice, and without assigning or providing any reason therefor:

- cancel, suspend, withdraw, or terminate this RFP (including, without limitation, after the selection under this RFP of one or more Bidders for a Definitive Agreement) or cancel or suspend its participation in this RFP;
- modify this RFP, including, without limitation, any Appendix to this RFP or any of the dates, times, or places set forth in this RFP or related to the RFP process<sup>31</sup>;
- accept, refuse to accept, consider, not consider, favor, disfavor, recommend, not recommend, pursue, or reject any proposal, in its/their sole and absolute discretion, for any reason;
- without limitation of the generality of any of the other terms herein, reject or eliminate any proposal submitted in response to this RFP that is incomplete, is non-conforming, or contains irregularities (or waive or disregard any deficiency, non-conformity, or irregularity in any proposal), or that it determines was made with the intent to create artificial prices, terms, or conditions or would have that effect;
- carry out negotiations with any, some, or all Bidders or other Persons (other than any SLEMCO, Concordia, and/or Pointe Coupee Affiliate related to this RFP, and suspend or terminate negotiations with any Bidder or other Person at any time, any other issue related to the potential Transaction arising during negotiations of any LOI, Definitive Agreement, or other agreement, including, without limitation, any issue arising out of any special consideration submitted by Bidder in its proposal or any new or modified rule, regulation or other law;
- discuss the terms of any proposal or any other material submitted by Bidder with, and obtain clarification or additional information concerning such proposal or such other material from, Bidder or its directors, officers, employees, agents, representatives, and advisors;
- request from Bidder any information not detailed in or required by this RFP but that, in SLEMCO's, Concordia's, and/or Pointe Coupee's sole opinion, may be necessary or relevant to the evaluation of Bidder's proposal(s) and utilize such information as SLEMCO, Concordia, and/or Pointe Coupee deem appropriate in connection with such evaluation of this RFP;

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<sup>3</sup> Modifications to the RFP will be posted on Daymark's website for this RFP; although Daymark will attempt to notify prospective bidders of any modifications to the RFP, Bidders should monitor the website on a regular basis for updates that could affect Bidder.

- receive, consider, pursue, and/or transact on (i) opportunities to acquire or contract for other assets or resources offered or that become available outside of the RFP process as such opportunities arise or (ii) proposals offered in response to this RFP that are non-conforming or have been eliminated from consideration in this RFP;
- invite further proposals in or outside of this RFP or supplemental submissions or modifications of previously submitted proposals in this RFP;
- determine which Bidders or entities to allow, or continue to allow, to participate in the RFP process;
- pursue or transact on proposals offered in response to this RFP regardless of any rank order of proposals established in the RFP evaluation process, in order to limit exposure to a particular counterparty, technology type or vintage, manufacturer, or resource or a particular set of risks, diversify its power supply portfolio, gain experience with one or more generation technologies or resources, or achieve one or more other commercial goals as SLEMCO, Concordia, and/or Pointe Coupee deem appropriate;
- sign or not sign Definitive Agreement(s) with Bidders or other Persons relating to the Product solicited by this RFP;
- subject to the terms of any applicable confidentiality agreement entered into between SLEMCO, Concordia, and/or Pointe Coupee and Bidder, retain, archive, or destroy any information or material provided to or for the benefit of SLEMCO, Concordia, and/or Pointe Coupee in the Proposal Submission Process; and
- take any and all other actions it deems necessary or appropriate, in its sole and absolute discretion, in connection with this RFP and the RFP process.

Each of the foregoing rights (including any right listed in a series of rights) may be exercised individually by SLEMCO, Concordia, and/or Pointe Coupee, The reservation of rights contained herein is in addition to all other rights reserved or granted to SLEMCO, Concordia, and/or Pointe Coupee or any of their Affiliates elsewhere in this RFP or otherwise held by or available to SLEMCO, Concordia, and/or Pointe Coupee or any of their Affiliates.

## 2. **No Warranties or Liabilities**

BY PARTICIPATING IN THE RFP PROCESS, EACH BIDDER AGREES THAT, EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY SET FORTH IN A DEFINITIVE AGREEMENT WITH BIDDER:

- A. ALL MATERIAL AND OTHER INFORMATION FURNISHED BY OR ON BEHALF OF SLEMCO, CONCORDIA, and/or POINTE COUPEE OR ANY AFFILIATE OF SLEMCO, CONCORDIA, and/or POINTE COUPEE



IN CONNECTION WITH THIS RFP IS PROVIDED WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, AND

- B. SLEMCO, CONCORDIA, and/or POINTE COUPEE , THEIR AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND ADVISORS SHALL HAVE NO LIABILITY TO ANY BIDDER, ANY OF ITS AFFILIATES, OR ANY OF THEIR 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, ANY ERROR OR OMISSION THEREIN, OR OTHERWISE IN CONNECTION WITH THIS RFP.

### 3. **Acceptance of Proposals**

Without prejudice to SLEMCO's, Concordia's, and/or Pointe Coupee's rights at law or in equity, no proposal submitted by any Bidder shall be deemed accepted by, or otherwise binding upon, SLEMCO, Concordia, and/or Pointe Coupee or any of their Affiliates and SLEMCO, Concordia, and/or Pointe Coupee, their Affiliates and their respective directors, officers, members, employees, agents, and representatives shall have no obligation or liability of any kind with respect to any such proposal or otherwise in connection with this RFP, unless and until a Definitive Agreement has been mutually executed and delivered by SLEMCO, Concordia, and/or Pointe Coupee or any of their Affiliates and Seller, and then such obligation or liability shall exist only if and to the extent expressly set forth or provided for therein or in another signed, binding written agreement entered into by SLEMCO, Concordia, and/or Pointe Coupee or any of their Affiliates and Seller.

Notwithstanding anything to the contrary in this RFP, all proposals delivered to SLEMCO, Concordia, and/or Pointe Coupee shall become the sole and exclusive property of SLEMCO, Concordia, and/or Pointe Coupee upon receipt, and SLEMCO, Concordia, and/or Pointe Coupee shall have all rights and privileges of ownership of such property, subject to any provision of this RFP relating to confidentiality and any applicable confidentiality or other signed, binding written agreement between SLEMCO, Concordia, and/or Pointe Coupee and Bidder or Seller executed in connection with this RFP process.

#### 4. **Bidder Costs and Expenses**

Each Bidder is solely responsible for all costs and expenses it incurs in connection with this RFP. Through its participation in this RFP, each Bidder agrees that under no circumstance, including, without limitation, SLEMCO's, Concordia's, and/or Pointe Coupee's withdrawal from or suspension, cancellation, or termination of the RFP process, will SLEMCO, Concordia, and/or Pointe Coupee, any of their Affiliates, or any of their respective directors, officers, members, partners, employees, agents, representatives, or advisors have any responsibility or liability of any kind to Bidder, its Affiliates, or any of their respective directors, officers, members, partners, trustees, 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. Nothing in this Section 4 shall be construed to limit the generality of Section 2 above.

#### 5. **Bidder Disclosure of RFP Information**

No Bidder may, without the prior consent of SLEMCO, Concordia, and/or Pointe Coupee, disclose to any other Person its participation in the RFP process (other than by attendance at any meeting to which more than one participant is invited by SLEMCO, Concordia, and/or Pointe Coupee, which attendance in and of itself will not violate this provision of this RFP). Further, no Bidder may disclose, collaborate on, or discuss with any other Person (except those participating in the same proposal and the RFP Administrator) bidding strategies or the substance of proposals, including, without limitation, the price or any other terms or conditions of any contemplated, indicative or final proposal. Any such disclosure, collaboration, or discussion would violate this RFP and may result in the rejection of Bidder's proposal or elimination of Bidder from further participation in this RFP.

#### 6. **Consents and Regulatory Approvals**

Bidder/Seller will be responsible for obtaining and maintaining all consents, authorizations, and regulatory approvals necessary for the performance of its obligations under the Definitive Agreement. Please consult Appendix B of this RFP for additional information regarding regulatory approvals and conditions precedent to the Delivery Term.

SLEMCO, Concordia, and/or Pointe Coupee will be responsible for obtaining all applicable regulatory approvals it requires for any Transaction arising out of this RFP, including, without limitation, authorization from any Governmental Authority with jurisdiction over SLEMCO, Concordia, and/or Pointe Coupee. The commencement of the Delivery Term under any PPA arising out of this RFP will be conditioned upon the receipt of regulatory approvals on terms acceptable to SLEMCO, Concordia, and/or Pointe Coupee in their sole and absolute discretion.

## 7. **Bidder Acceptance of Appendix H**

By participating in the RFP process, each Bidder agrees that it will be deemed to have accepted all of the rights and terms included in this Appendix \_\_ and to have agreed that its participation in this RFP is subject to such right and terms. SLEMCO, Concordia, and/or Pointe Coupee are conducting this RFP and participating in the RFP process in reliance upon the foregoing agreement.