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July 3, 2025

BY HAND DELIVERY

Mr. Brandon Frey
Executive Secretary
Louisiana Public Service Commission
Galvez Building, 12th Floor
602 North Fifth Street
Baton Rouge, Louisiana 70802

Re: LPSC Docket No. X-37665 - 1803 Electric Cooperative, Inc. – *Informational Filing
Containing DRAFT 2025 Request for Proposals for Capacity and Energy Resources*

Dear Secretary Frey:

Pursuant to the notice letter dated May 6, 2025 submitted by 1803 Electric Cooperative, Inc. (“1803”) to the Louisiana Public Service Commission (the “Commission” or “LPSC”), and in accord with the Commission’s General Order 10-14-2024 (R-34247) (the “MBM Order”), please find enclosed one (1) original and three copies of 1803’s Informational Filing Containing DRAFT 2025 Request for Proposals for Capacity and Energy Resources (“1803’s 2025 RFP”).

In addition to being filed in this docket, all documents and communications related to 1803’s 2025 RFP will, in short order, be available for access on 1803’s 2025 RFP website through the following URL: www.acespower.com/1803RFP2025 Additionally, we request that 1803’s Long Term RFP be included in this docket and made available on the LPSC’s website.

For the Official Service List in the docket, for 1803, please include the following people:

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Should you have any questions, please contact me. Thank you and kindest regards.

Sincerely,



Kyle C. Marionneaux

cc: All Commissioners
Mr. Arvind Viswanathan
Mr. Lane Sisung
Mr. Jake Chapman



1803 Electric Cooperative, Inc.
Informational Filing Containing
DRAFT
2025 Request for Proposals for
Capacity and Energy Resources

LPSC DOCKET NO. X-37665

July 3, 2025

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DRAFT

1. General Information

1.1. Introduction

1803 Electric Cooperative, Inc. (1803) is a Louisiana electric cooperative incorporated on April 1, 2019, and organized pursuant to La. R.S. 12:401 et seq. 1803 is a member-owned electric cooperative consisting of six member electric cooperatives: Beauregard Electric Cooperative, Inc.; Claiborne Electric Cooperative, Inc.; Northeast Louisiana Power Cooperative, Inc.; South Louisiana Electric Cooperative Association; Washington-St. Tammany Electric Cooperative, Inc., and Pointe Coupee Electric Membership Corp. ("PC Electric") (hereinafter referred to collectively as the Member Cooperatives). PC Electric is a transmission services member of 1803, while the other five cooperatives are full-requirements members who receive all power supply and transmission services from 1803. 1803 and the Member Cooperatives are each regulated by the Louisiana Public Service Commission (LPSC or Commission). 1803's load is located entirely in the Midcontinent Independent System Operator (MISO) footprint, specifically MISO Local Resource Zone 9.

1803 has identified a need for additional resources. Accordingly, 1803 seeks to fully explore available power supply solutions and is conducting this Request for Proposals (RFP) in accordance with LPSC's Market Based Mechanism Order (MBM Order),¹ which supplements the LPSC's 1983 General Order.² Any proposal(s) selected pursuant to the 2025 Capacity and Energy RFP (2025 RFP) will require LPSC approval and certification under the 1983 General Order, as described in herein. Upon the completion of the RFP, 1803 may enter into a contract or contracts with the selected bidder or bidders.

1803 desires to provide reliable service at the lowest reasonable cost while managing risk to its Member Cooperatives. This RFP will assist 1803 in meeting those goals as well as support other important planning objectives, including but not limited to:

- Ensuring 1803's long term resource adequacy and energy requirements are met.
- Maintaining reliable load serving capability

¹ LPSC's General Order 10-14-2024 (R-34247), which amends and supersedes all previous versions of the of the Market Based Mechanism General Order.

² General Order, issued September 20, 1983, as amended and superseded by General Order (Corrected), issued May 27, 2009, in Docket No. R-30517 ("1983 General Order").

1.2. Independent Monitor – Not Required

Under certain circumstances that do not apply to this RFP, the MBM Order requires the appointment of an independent monitor (IM) to oversee, on behalf of the LPSC, a utility's compliance with the inter-affiliate and self-build requirements of the MBM Order (see Section 15 of the MBM Order's Final Rule). Specifically, the MBM Order states that the IM will review and track the utility's conduct of the RFP to ascertain that no undue preference is given to affiliates and their bids, self-build or self-supply projects. The MBM Order further provides, in footnote 5 to the Final Rule, that "(t)he requirement for an Independent Monitor is only applicable if a utility proposes a self-build, permits affiliate bidding or proposes self-supply."

While 1803 seeks proposals for a generation facility acquisition, whether existing or build-transfer, in addition to other types of proposals, 1803 is not proposing a self-build or self-supply, and does not anticipate a bid from an affiliate. Accordingly, the 2025 RFP does not require supervision by an IM pursuant to the MBM Order.

1.3. Inter-Affiliate Rules

The LPSC, in its MBM Order, requires objective and arm's-length RFP procedures for procuring significant power supplies. Paragraph 8(j) of the MBM Order's Final Rule, requires that 1803 in the 2025 RFP adopt safeguards to ensure "the utility's merchant affiliate bid receives no preferential treatment, preferential access to information or unfair or improper advantage." In addition, paragraph 8(i) of the MBM Order's Final Rule, requires 1803 "to protect the confidentiality of bids and bidder information and to ensure such information is not improperly used by the utility or its utility affiliates nor provided to the utility's merchant affiliate." Further, the MBM Order requires that the utility's informational filing must describe its "methods and safeguards" to meet the inter-affiliate and self-build/self-supply requirements of the MBM Order, as well as any other applicable codes of conduct governing affiliate bids or inter-affiliate contracting (see paragraph 8 of the MBM Order's Final Rule).

No affiliate bidding is contemplated in this RFP.

1.4. RFP Administrator

1803 will utilize an RFP Administrator. The duties of the RFP Administrator for the 2025 RFP, as further described, will be performed by Alliance for Cooperative Energy Services Power Marketing LLC (ACES). ACES' responsibilities as the RFP Administrator will be delegated among four separate teams: the Process Control Team, the Solicitation Team, the Counterparty Evaluation Team, and Portfolio Strategy and Analysis Team. Each team's role is discussed in this document.

Each independent team and its members are bound by an internal non-disclosure agreement that strictly prohibits sharing confidential information outside the 1803 2025 RFP process. Additionally, ACES is prohibited from disclosing confidential information regarding 1803's 2025 RFP to its Members or Customers, other than 1803.

As RFP Administrator, ACES' business model provides an established infrastructure of independent energy management practices that supports the verification of, and compliance with, applicable processes, policies, and procedures. ACES takes its obligations regarding the maintenance of confidential information seriously and will handle all confidential information with the highest professional regard.

1.5. RFP Website and Contact Information

All documents related to the 2025 RFP may be accessed on the RFP website: www.acespower.com/1803RFP2025

All communications related to this 2025 RFP should be sent to the designated RFP email address:

1803RFP2025@acespower.com

2. 2025 RFP

2.1. Overview of the 2025 RFP

Utilizing this 2025 RFP, 1803 desires to procure reliable and economically competitive power supply resources to meet the load-serving obligations of its Member Cooperatives, and the reliability goals of the state of Louisiana.

1803 is requesting proposals for all types of power supply resources; this is an all-source RFP. No technology is excluded from this RFP. Proposals can include capacity and energy resources, capacity only resources, energy only resources, renewables, and storage. Proposals can include power purchase agreements, including tolling agreements (PPA), or transfer of ownership of existing generation facilities. Proposals can include the construction of new resources with power purchase agreements or transfer of ownership. Demand response, behind-the-meter, demand-side management, and other types of proposals are encouraged.

2.2. RFP Schedule

The schedule for the 2025 RFP is shown in Figure 1. As circumstances may warrant, 1803, in its sole judgment and discretion, may change this schedule. In that event, the Solicitation Team will inform all potential bidders as far in advance as reasonably possible by posting any change on the RFP website.

Figure 1 | 2025 RFP Schedule

RFP Schedule (Updates will be posted on the 2025 RFP website):	
Notice to LPSC	5/6/25
File Informational Filing Containing Draft 2025 RFP	7/3/25
Technical and Bidders' Conference	7/29/25
Deadline for Comments, Q&A Period, and Objections to Draft RFP	8/18/25
Issue Final Version of 2025 RFP	9/8/25
Bidder Registration Period Begins	9/10/25
Bidder Registration Period Ends and Notice of Intent Due by 5:00pm CPT	9/22/25
Proposal Submission Period Opens	9/26/25
Proposal Submission Period Closes – 5:00 p.m. CPT	10/6/25
Proposal Submission Fee Payment Deadline - 5:00 p.m. CPT	10/6/25
Proposal Screening and Analysis Period Begins	10/13/25
Notice to Bidders of Preliminary Selection List (Short List)*	1/12/26*
Definitive Agreements Executed followed by LPSC Certification Process*	4/13/26*
Regulatory Approval Process Complete*	5/7/27*

* These are target dates, not deadlines, and are subject to change.

2.3. Basic Requirements for Proposals

1803 desires to contract for the optimal solution(s) that meet its future power supply needs based on the proposals received from this RFP. The optimal selection(s) may be comprised of a single proposal or multiple proposals from individual or multiple bidders. The laws of the state of Louisiana are strongly preferred to govern any subsequent contract(s) and agreement(s) (hereafter "contracts") resulting from the 2025 RFP. Any contract that provides the laws of a state other than Louisiana shall govern, will be evaluated taking that provision into account.

All proposals will be reviewed by the Solicitation Team for accuracy and completeness.

2.3.1. Basic Terms

- Requirements for all proposals:
 - Start Date of Proposals: as early as June 1, 2026, however, this is not meant to disfavor new construction proposals or any proposals with later start dates.
 - Resource Location: must be located in MISO. 1803 prefers, in order high to low, for the location of the resource to be in MISO Local Resource Zone 9, MISO South (Local Resource Zones 8, 9, and 10), or lastly any other MISO Local Resource Zone.
 - Proposal Size:
 - Minimum size: 5 MW
 - Maximum size: 750 MW
 - Note that 1803 reserves the right to acquire more or less than these stated amounts.
 - Transmission Interconnection in MISO: proposals must clearly state whether the resource(s) have, or will obtain, (1) Network Resource Interconnection (NRIS), or (2) Energy Resource Interconnection Service (ERIS). If proposals offer behind-the-meter or demand-side management solutions, state whether a transmission interconnection is required or not.
 - Generation Interconnection Status in MISO: All resources must clearly state whether a MISO Generator Interconnection Agreement (GIA) has been executed, and if not, the resource must state the status of the MISO Generation

Interconnection queue position. If proposals offer behind-the-meter or demand-side management solutions, state whether a GIA is required or not.

- Power purchase agreements
 - Terms: contract terms should be a minimum of 1 year and a maximum of 30 years.
 - Delivery: can be at the resource busbar or at a stated MISO Hub.
- Transfer of ownership proposals
 - Transfer structure: a clear description of the transfer structure and any conditions precedent that are known.
 - Schedule of the transaction: include a complete timeline of the transfer transaction.
 - Warranties: proposal should discuss what warranties that Bidder is including in the proposal.

2.3.2. Proposals and Appendices

Appendix A serves as the main appendix for sharing additional information. Appendix A must be fully completed. If a line is not applicable to the specific resource(s) included in a Bidder's proposal, "NA" shall be entered.

2.4. Multiple Proposals

1803 will accept multiple proposals from a bidder. In the event the same bidder provides multiple proposals, the bidder must clearly indicate whether the proposals are mutually exclusive or if any interdependencies exist.

2.5. Proposal Submission Fee

Bidders are required to pay a Proposal Submission Fee of **\$5,000** for each proposal registered in the RFP. Proposals that are alternatives to each other, including proposals that contain differences in pricing, start dates, and any other difference, will be considered separate proposals and each require the submission fee.

Bidder shall submit the total Proposal Submission Fee due from Bidder for each proposal submitted. Bidder will be required to remit payment of the Proposal Submission Fee(s) in full in accordance with the instructions provided by the RFP Administrator. Payment will be due by the date specified in the applicable RFP Schedule (the "Proposal Submission

Fee Payment Deadline"). Bidder's failure to submit the Proposal Submission Fee for a proposal by the Proposal Submission Fee Payment Deadline will result in the elimination of such proposal from this RFP.

In the event a Proposal Submission Fee is not paid in full by the Proposal Submission Fee Payment Deadline and it is unclear which proposal was not supported by payment of the required Proposal Submission Fee, 1803 and the RFP Administrator will have the discretion to determine which proposal to eliminate or what other action(s) to take.

Proposal Submission Fees will be refunded to Bidders only if 1803 cancels or terminates this RFP prior to completion of the evaluation of all proposals for the Preliminary Selection List.

If Bidder, or any proposal submitted by Bidder, becomes ineligible or is eliminated from this RFP including, without limitation, if no proposals are selected for the Preliminary Selection List after 1803 has completed its evaluation of proposals, Bidder's Proposal Submission Fee(s) will not be returned.

2.6. Modification or Cancellation of the 2025 RFP

1803 reserves the right, in its sole judgment and discretion, to modify or cancel the 2025 RFP. In such an event, 1803, via the RFP Administrator, will post a notice on the RFP website, and make a reasonable attempt to directly notify all participants who have filed a timely Notice of Intent of any such modifications or cancellation. 1803 and the RFP Administrator, shall have no liability or responsibility for failing to make such direct notification to participants.

3. RFP Process and Evaluation

The 2025 RFP document and all related appendices are posted on the RFP website. 1803 will attempt to follow the 2025 RFP Schedule as defined in this document, however, 1803 reserves the right to modify it as needed or as is beneficial to 1803's RFP process.

3.1. Confidential Information and Confidentiality Agreements

The RFP Administrator and 1803 employees, as determined by the 1803 CEO, shall have access to all information associated with the RFP and associated responses. 1803 and the

RFP Administrator will treat all proposals submitted by bidders as confidential. 1803 shall submit or file all proposals as confidential with the LPSC, however, bidders shall submit their proposals with the knowledge and acceptance that any information provided by them is subject to disclosure in order for 1803 to cooperate with LPSC's informational requirements, to seek the LPSC's authorization of any accepted and fully negotiated proposal(s) pursuant to the LPSC's 1983 General Order, and to support any applications for other necessary regulatory and governmental approvals.

In the event the 1803 or the Solicitation Team, in their judgment and discretion, determine that information contained in any question, response, or other communication between it and a bidder, which is not contained in the bidder's proposal, requires confidential treatment, an appropriate Confidentiality Agreement will be submitted to the bidder. Otherwise, 1803 will ensure all bidders have access to the same information from 1803, and that no bidder will have selective or otherwise preferential access to non-public market sensitive information from 1803 through the 2025 RFP.

3.2. Draft and Final Documents

1803 will post the draft version of the 2025 RFP and associated documentation to the RFP website at the same time as making an Informational filing with the LPSC. Comments are encouraged and will be accepted up until the deadline in the RFP Schedule. 1803 will consider all comments received. 1803 will issue the final 2025 RFP documents as per the RFP Schedule. 1803 will make modifications to the draft 2025 RFP documents that it, in its sole discretion, determines will enhance or improve the RFP or are otherwise appropriate.

3.3. Technical and Bidders Conference

1803 will conduct a virtual Technical and Bidders Conference, to include LPSC Staff and persons interested in the 2025 RFP. The primary purposes of the Technical and Bidders Conference will be to review the 2025 RFP and afford interested persons the opportunity to ask questions and make suggestions. Potential bidders for 1803's 2025 RFP are encouraged, but not required, to attend and actively participate. 1803 will post written materials presented at the Technical and Bidders' Conference on the RFP website. Bidders are advised that those materials may not duplicate all the information provided during

the Technical and Bidders Conference and some of the information may become outdated and/or no longer accurate. Responses to questions received during the Technical Bidders Conference will be posted on the RFP Website.

1803 may, in its sole judgment and discretion, in consultation with LPSC staff, schedule and conduct any additional Technical and Bidders Conference if considered beneficial to the RFP process.

3.4. Question and Comment Process

1803 encourages questions and comments from potential bidders about the 2025 RFP. On the date that 1803 files the draft version of the 2025 RFP with the LPSC and posts it on the 2025 RFP website, all communications between potential or actual bidders and 1803 or the RFP Administrator shall be conducted by means of the procedures specified in the 2025 RFP. Questions or requests for clarifying information must be directed through the designated RFP email address. Any unsolicited contact with any 1803 personnel or the RFP Administrator by potential or actual bidders concerning the 2025 RFP is not and will not be permitted and may constitute grounds for disqualification.

Questions may be submitted both prior and after the Technical and Bidders Conference. The Solicitation Team will post all questions submitted by bidders, as well as 1803's responses to such questions, on the RFP website. 1803's objective in posting these questions and responses is to ensure all bidders have equal access to non-confidential information that may be potentially relevant to their proposals. The actual name of the bidders will not be disclosed when the questions are posted.

Bidders may continue to submit questions about the 2025 RFP to the RFP email address any time prior to the deadline for submission of the Notice of Intent to Provide Proposal (Notice of Intent) but are encouraged to do so as far in advance as possible of the bidding deadlines. Doing so will allow the Solicitation Team to have adequate time to respond to the questions and post responses to those questions to the RFP website.

3.5. Notice of Intent to Provide Proposal

To participate in the 2025 RFP, bidders must submit a Notice of Intent through the RFP website. Upon receipt of a Notice of Intent, the Solicitation Team will acknowledge receipt. 1803 reserves the right to accept or decline any proposal that did not have a timely submitted Notice of Intent.

3.6. Submission of Proposals

Bidders should note that 1803 will only accept electronically submitted notices and proposals. Bidders are required to submit all completed forms by the specified deadlines to the 2025 RFP submission email address. Proposals are accepted only during the open submittal periods listed above and will not be accepted after the proposal submission deadline has passed. By submitting a proposal, Bidder represents that the proposal and its submission are duly authorized by the bidder's authorized representative or governance body.

Proposals submitted in response to the 2025 RFP will not be returned to bidders. At the conclusion of the 2025 RFP, all proposals will be confidentially archived by the Solicitation Team until at least the conclusion of any resulting LPSC certification process related to the 2025 RFP, and the conclusion of any regulatory review and approval process. All proposals will be treated as confidential and will be subject to all governing regulatory requirements.

3.7. Receipt of Proposals and Redaction

The RFP Process Control Team will document the receipt of all proposals and will ensure that all proposal electronic files, communications, and any other proposal documents are maintained in a secure location that is accessible only to appropriate RFP personnel and 1803.

- 1803 and ACES will ensure confidentiality and that each team uses only the appropriate and relevant information required to perform its specific portion of the RFP evaluation process.

1803's intent is to provide a reasonable level of anonymity of bidders within the RFP process to maintain a fair, consistent, and equitable evaluation process.

3.8. Screening for Requirements

The Solicitation Team will thoroughly review and assess all proposals to ensure that each:

- Is received on time,
- Meets the informational requirements and other conditions specified in the applicable appendix, and
- Meets the applicable Basic Requirements and Basic Terms detailed in this RFP.

The Solicitation Team reserves the right to contact bidders to clarify proposal terms and/or request additional information. Any proposal(s) identified as non-conforming will be segregated for discussions with the bidder and the bidder will be allowed the opportunity to correct any non-conforming aspect of its proposal, subject to the limitations described herein.

Proposals that have been submitted on time, meet the Basic Requirements of this RFP, and meet the Basic Terms of this RFP will be considered conforming.

Proposals may be deemed non-conforming if they do not meet the requirements specified in the applicable appendix or if they do not meet the Basic Requirements and Basic Terms for the appropriate proposal detailed in this RFP. Proposals that are deemed non-conforming for reasons other than timeliness will be given three business days after notification of non-conformity from the Solicitation Team to remedy any non-conformity. Subject to 1803's sole discretion, untimely proposals may be eliminated from consideration in this RFP.

3.9. Counterparty Evaluation Team

The Counterparty Evaluation Team consists of the Contract Evaluation Team and the Credit Evaluation Team. The Credit Evaluation Team will evaluate the creditworthiness of bidder(s) (or their parent organizations) through a credit assessment, which, at a minimum and in line with industry standards, may include the following factors:

- Tangible net worth evaluation,
- Historical and projected measures of cash flow and liquidity,

- Historical and projected leverage, and
- Calculation of credit ratios.

Other credit risk issues may also be evaluated, including, but not limited to: earnings volatility, risk management practices, the status of ongoing legal, regulatory, or other governmental processes or proceedings or significant contract negotiations, or other pertinent factors that impact ongoing operations.

As part of this process, the Credit Evaluation Team may request additional financial information from bidders (or their parent organizations) and may consider additional confidentiality agreements with such bidders (or their parent organizations) to protect such information, as appropriate. If bidder does not provide requested additional information, the proposal can be deemed to be insufficient and removed from further evaluation.

The credit evaluation process may also include, but is not limited to, reviewing the unsecured or issuer credit ratings issued by Standard & Poor's, Moody's, and/or Fitch, if applicable, and ratings issued by Dun & Bradstreet. 1803 and the Credit Evaluation Team may require any successful bidder (or its parent organization) to post a form of credit support to ensure the bidder's performance under the proposed transaction. The amount of credit support will be determined by the Credit Evaluation Team's evaluation of the bidder's (or its parent organization's) credit condition and determination of financial obligations of the bidders and the potential costs to replace the proposed transaction.

Credit support must be in a form acceptable to 1803 and the Credit Evaluation Team and may include a parental guarantee from a creditworthy entity, a letter of credit from an investment grade financial institution, cash on deposit in escrow, or other equivalent credit support. In addition to the considerations above, 1803 and the Credit Evaluation Team will consider the credit support customarily and ordinarily required in similar transactions compared to the proposed transaction.

3.10. Portfolio Strategy and Analysis Team

The Portfolio Strategy and Analysis Team will perform modeling process(es) to evaluate the conforming proposals. This process will use portfolio modeling software and other analysis tools in 1803's discretion. Forward capacity, power, natural gas prices, and proposal assumptions are inputs to these models. The model will seek to reduce costs and risks for 1803's portfolio. Other risks will be identified outside the model and considered in overall evaluations.

3.11. Preliminary Selection List

Upon initial analysis of proposals, a Preliminary Selection List (Short List) will be developed. Bidders whose proposals are included in this Preliminary Selection List will be notified of their status. Bidders whose proposals did not make the Preliminary Selection List will also be notified of their status. At that time, each bidder will also be advised as to whether due diligence and/or additional discussions or negotiations are warranted.

4. Proposal Format and Content

Each proposal shall contain at a minimum the following sections with the content described below. Bidders are encouraged to provide more information in addition to this required information.

4.1. Executive Summary

A high-level summary of the proposal consisting of no more than four pages that highlights the key points of the proposal.

4.2. Resource Description and Costs

This section shall provide detailed information regarding the Proposal such that 1803 and its agents are able to evaluate the economics and scheduling requirements of such Proposal. All proposals shall include all applicable costs associated with delivery to the stated transmission delivery point.

In addition to providing all required information in Appendix A, all proposals, as applicable to that proposal, shall include, but not be limited to:

- Energy costs;
- Demand charges;
- Any transmission costs;
- Startup costs;
- O&M costs; and
- Any scheduling or operational restrictions.

For unit contingent resources, the information shall include, but not be limited to:

- Name of the generating resource;
- Location;
- Fuel type;
- Fuel forecast;
- Fuel transportation requirements, limits, losses;
- Bidder's relationship to resource;
- Commercial operation date;
- Historical availability and capacity factors;
- Equivalent forced outage rates;
- Scheduling limitations;
- Operating cost;
- General description of the maintenance planning (i.e., whether or not the resource is maintained under a long-term service agreement, etc.);
- Planned outage schedule, if applicable; and
- 4 years of capacity accreditation in MISO by season, if applicable for existing resources

For bids based on renewable resources, in addition to the information listed for unit contingent resources, please provide:

- For existing resources, three years of actual hourly generation profile and a forecast profile for each calendar month of proposed term; and
- Expected monthly generation at P50 and P90 levels.

For storage bids, in addition to the information listed for unit contingent resources, please provide:

- Cycle efficiency / losses: and

- Description and pricing of any capacity augmentation or capacity guarantee.

For resources not currently in operation, the proposal shall identify all required permits, project schedule, and the status of all project development activities. The MISO generator interconnection queue status must be clearly communicated.

4.3. Firmness of Pricing in Proposal

Proposals should indicate the date for which pricing is provided, and for what period of time that pricing is being held firm. If pricing is not being held firm for a period of time or the firm pricing expires, describe factors that would drive any pricing change along with the assumptions used in the pricing provided.

4.4. Bidder's Qualifications

This section shall include, but not be limited to, the following:

- Corporate/business structure, including primary and secondary businesses;
- Description of any past, current, threatened or proposed litigation concerning power supply agreements, the proposed energy supply facility and/or Bidder's ability to supply power under a proposed agreement;
- Separate descriptions, as appropriate, for each member if there is a consortium or partnership of two or more firms and the relationship between the entities for this Proposal;
- Bidder's experience in selling to load serving entities; and
- Bidder's experience in developing, owning, and maintaining resources similar to those included in the Proposal.

4.5. Financial Documentation

Each proposal should include the most recently available audited financial statements, including balance sheet, income statements, and statement of cash flows for the Bidder and any Guarantor (if applicable). If available, Bidder and its Guarantor (if applicable) should supply the most recent credit rating agency report from S&P, Moody's, and/or Fitch.

5. Regulatory Approvals

The effectiveness of any contracts resulting from this 2025 RFP will be subject to authorization by the LPSC under its 1983 General Order in connection with its MBM Order, and possibly other regulatory approvals. Contracts between 1803 and prospective bidders will be conditioned upon regulatory approvals, that are satisfactory in form and substance to 1803, in its sole judgment and discretion. 1803 reserves the right to reject any proposed contracts if subsequently issued regulatory approvals or authorizations are subject to terms or conditions, including but not limited to ratemaking treatment, that are unacceptable to 1803 in its sole judgment and discretion.

Other than the LPSC and other regulatory authorizations required of 1803, a bidder whose proposal is selected by 1803 will be solely responsible, financially, legally, and otherwise, as applicable, for acquiring and maintaining all necessary creditor and other third-party authorizations and consents necessary or appropriate to facilitate effectuation of the selected proposal, including all authorizations, permits, licenses, consents, and approvals associated with a selected proposal, as well as compliance with any and all governmental rules and regulations for the construction and operation of the assets or project identified in the proposal. A bidder whose proposal is selected will be solely responsible for obtaining and maintaining financing for its project. Further, a bidder whose proposal is selected shall cooperate with 1803 in its activities to obtain LPSC and other regulatory authorizations.

6. Reservation of Rights

A bidder's proposal will be deemed accepted only when a definitive contract has been executed and delivered by 1803 to the chosen bidder, the bidder also has executed that contract and delivered the fully executed contract to 1803, and all required regulatory approvals are obtained. 1803 has no obligation to accept any proposal, regardless of whether the stated price in such proposal is the lowest price offered in the 2025 RFP, and may reject any proposal, in its sole judgment and discretion, for any reason whatsoever without any obligation to disclose the reason or reasons for rejection, except as required in the LPSC's MBM Order.

By participating in the 2025 RFP, each bidder agrees that: 1) except as expressly and specifically provided in any representations and warranties contained in a fully executed contract with 1803, any and all information furnished by or on behalf of 1803 in connection with the 2025 RFP is or will be provided without any 1803 representation or warranty, express or implied, as to the usefulness, accuracy, or completeness of such information; and 2) except as otherwise expressly and specifically provided in a fully executed definitive contract with 1803, neither 1803, the Member Cooperatives, nor any of their personnel or representatives shall have any liability to any bidder or its personnel or representatives relating to or arising from the use of or reliance upon any such information or any errors or omissions therein.

The 2025 RFP does not commit or obligate 1803 to pay any costs incurred by the bidder in the preparation of a proposal in response to the 2025 RFP, or to contract for any products or services proposed by any bidder. 1803 reserves the right to modify or withdraw the 2025 RFP, to negotiate with any qualified bidders to resolve technical or contractual issues, or to reject any or all proposals and to terminate negotiations with any bidder at any time. 1803 reserves the right, at any time and from time to time, without prior notice and without specifying any reason and, within its sole judgment and discretion, to:

- Cancel, modify, or withdraw the 2025 RFP, reject any or all responses, and terminate negotiations at any time during the RFP process;
- Discuss with a bidder and its advisors the terms of any proposal submitted by the bidder and obtain clarification from the bidder and its advisors concerning the proposal;
- Consider all proposals to be the property of 1803, subject to the provisions of the 2025 RFP relating to confidentiality and any confidentiality agreement that may be executed in connection with the 2025 RFP and destroy or archive any information or materials developed by or submitted to 1803 in the 2025 RFP;
- Request from a bidder information that is not explicitly detailed in the 2025 RFP, but which may be useful for evaluation of that bidder's proposal;
- Determine which proposals to favor, pursue, accept, or reject;

- Reject any proposals that are not complete or contain irregularities or waive irregularities in any proposal that is submitted;
- Accept proposals without regard to the lowest evaluated cost;
- Determine which bidders to allow to participate in the 2025 RFP, including disqualifying a bidder due to a change in the qualifications of the bidder or if 1803 determines that the bidder's participation in the 2025 RFP has failed to conform to the requirements of the 2025 RFP;
- Conduct negotiations with any or all bidders or other persons or with no bidders or other persons; or
- Execute one or more definitive contracts with any bidder that submits a proposal, with any other person, or with no one.

If, at any time, 1803 determines that there is a defect in the 2025 RFP process or a deviation from the requirements of the 2025 RFP, or that collusive or fraudulent bidding has occurred or appears to have occurred, 1803, in its sole judgment and discretion, may suspend the 2025 RFP in whole or in part as to any bidder or bidders so involved.

Under all circumstances, each bidder is responsible for all costs and expenses it incurs in connection with the 2025 RFP. Under no circumstances, including 1803's termination of the 2025 RFP at any time for any reason, whatsoever, will 1803 or any of its representatives be responsible for any costs or expenses of any bidder incurred in connection with the 2025 RFP. Section 2.5 above governs the return of any Proposal Submission Fees to Bidder.

Appendix A

1803 2025 RFP FOR MISO CAPACITY AND ENERGY RFP EVALUATION FORM FOR ALL GENERATION RESOURCES

All Proposals shall be submitted in accordance with the 1803 Electric Cooperative 2025 Request for Proposal for
All Generation Resources and the instructions on the form(s) provided in this Appendix.
Respondents should note that 1803 Electric Cooperative will only accept electronically submitted Indicative Proposals.
Respondents are required to submit all completed forms by the specified deadlines to the
RFP email address: 1803Energy2025RFP@acespower.com.

Variable	Value	Notes for Respondents
Respondent Name		
Resource Name		
Location		
Ownership Percentage		
Resource Type		
Fuel Type		
Resource Technology		
Type of Proposal		
Block		
Market		
If Existing Resource, Online Date		
Nameplate Capacity		
Annual MWh		
Annual Capacity Factor		
Delivery Point(s)		
Transmission Substation		
Transmission Study Available		
Transmission Line Detail		
Contract Start Date*		
Contract End Date *		
Delivery Start Date		
Delivery End Date		
Seasons included (list or span of time)		
Outage Schedule		
Outage Rates		
Operating Restrictions		
Emission Rates		
Carbon Capture		
Sale Option Offered?		
Sale Price		
Sale Terms		
Thermal Energy		
Thermal Energy Source		
Heat Rate Curve (Min & Max Req'd)		
Ramp Rate		
Minimum Up Time		
Minimum Down Time		
Variable O&M \$		
Annual VOM Escalation %		
Ramp Rate in MW/minute		
Minimum Up Time - Hours		
Minimum Down Time - Hours		
Start Cost Fixed \$		
Annual Start Cost \$ Escalation %		
Maximum Starts (specify per day or per year)		
Start Cost Fuel, Hot Start (___ max hours after shutdown) in MMBtu		
Start Cost Fuel, Warm Start (___ max hours after shutdown) in MMBtu		
Start Cost Fuel, Cold Start in MMBtu		
Natural Gas Price Index		
NG Delivery and/or Losses Adder(s) in \$/MMBtu		
NG Adder Escalation(s) %		
Energy Delivery Node / Hub ***		
Portion of site generating unit /plant if not 100%		
Capacity		
Capacity Type		
Preferred Delivery Zone		
Proposed Delivery Zone		
Delivery Period		
Delivery Season		
Quantity		
Minimum Operating Capacity (ICAP) - Net MW		
Maximum Operating Capacity (ICAP) - Net MW		
Accredited Capacity (SAC)		

Basis of Capacity Quantification		
Capacity Price		
Annual Capacity Price Escalation %		
Portion of site generating unit /plant if not 100%		
Renewable Energy		
Renewable Type		
Storage Coupled with Renewable Energy		If yes, fill out storage information in the section below
Solar Panel Manufacturer/Model		
Solar Panel Configuration		
# of Turbines		
Turbine Output in MW		
Manufacturer/Model		
Contract Term in Years		
Nameplate Capacity [AC] - MWs		
Capacity Included?		
Min Capacity Guarantee in MW		
Annual MWh		
Annual Capacity Factor %		
Annual Availability Guarantee %		
8760 Shape, provided in Excel File		
Annual Degradation Factor %		
Basis for Capacity Accreditation		
Summer Hydro Capacity - MW		
Fall Hydro Capacity - MW		
Winter Hydro Capacity - MW		
Spring Hydro Capacity - MW		
Contract Price(s) (flat and/or escalating) - \$/MW		
Annual Price Escalation %		
Facility Registered for State RPS?		
States Registered		
Has facility Been Repowered?		
Date of Repower		
Is a Future Repower planned?		
Date of Future Planned Repower		
Expected to be ITC/PTC Eligible		
Storage (Standalone or with Solar/Wind)		
Standalone Storage		
If yes above, what is the Energy Generation Source		If yes, fill out renewable information in the above section
Nameplate Capacity - MW		
Interconnection Level		
Delivery Node/Hub or Substation		
Storage Capacity - MWh		
Discharge Rate - MWh		
Charge Rate - MWh		
Storage Capacity - MWh		
Discharge Rate- MWh		
Charge Rate- MWh		
Charge/Discharge Cycle Loss Factor %		
Annual Battery Degradation %		
Max Annual Cycles		
Contract Term		
Capacity Price		
Annual Price Escalation %		
Variable O&M , if applicable		
Expected to be ITC Eligible?		
Is Project Joined With Any Other Generation Type		
Other Generation Type		
Storage with Renewable Energy		
Energy Generation Source		
Solar Panel Manufacturer/Model		
Solar Panel Configuration		
# of Turbines		
Turbine Output in MW		
Manufacturer/Model		
Contract Term in Years		
Nameplate Capacity [AC] - MWs		
Annual MWh		
Annual Capacity Factor %		
Annual Availability Guarantee %		
8760 Shape, provided in Excel File		
Annual Degradation Factor %		
Contract Price(s) (flat and/or escalating) - \$/MW		
Annual Price Escalation %		
Facility Registered for State RPS?		
States Registered		
Has facility Been Repowered?		
Date of Repower		

Is a Future Repower planned?		
Date of Future Planned Repower		
Expected to be ITC/PTC Eligible		
Nameplate Capacity - MW		
Interconnection Level		
Delivery Node/Hub or Substation		
Storage Capacity - MWh		
Discharge Rate - MWh		
Charge Rate - MWh		
Storage Capacity - MWh		
Discharge Rate- MWh		
Charge Rate- MWh		
Charge/Discharge Cycle Loss Factor %		
Annual Battery Degradation %		
Max Annual Cycles		
Contract Term		
Capacity Price		
Annual Price Escalation %		
Variable O&M , if applicable		
Expected to be ITC Eligible?		
Is Project Joined With Any Other Generation Type		
Other Generation Type		
Additional Notes/ Comments		

APPENDIX B

CONFIDENTIALITY AGREEMENT FORM

**2025 Request for Proposals for
Capacity and Energy Resources**

1803 Electric Cooperative, Inc.

BEFORE THE
LOUISIANA PUBLIC SERVICE COMMISSION

1803 ELECTRIC COOPERATIVE, INC.)	
INFORMATIONAL FILING)	DOCKET NO. X-37665
CONTAINING DRAFT 2025)	
REQUEST FOR PROPOSALS FOR)	
CAPACITY AND ENERGY)	
RESOURCES)	

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT, effective as of the date of the signatures below (this "Agreement"), is entered into by and between 1803 Electric Cooperative, Inc., a Louisiana electric cooperative corporation ("1803"), and _____, a _____ ("Bidder"). 1803 and Bidder are each sometimes referred to individually as a "Party" and collectively, as the "Parties."

WHEREAS, 1803 has issued the 2025 Request for Proposals for Capacity and Energy Resources (the "RFP") for 1803, to meet the power supply requirements of 1803's member cooperatives;

WHEREAS, in connection with the RFP, the Parties and/or their respective Affiliates may disclose to one another information that is confidential and proprietary and may enter into a transaction with each other (the "Possible Transaction");

WHEREAS, each Party wishes to maintain the confidentiality of such information and, further, does not intend to waive any of its rights thereto;

WHEREAS, as a condition to furnishing such information, each Party requires that such information be accorded confidential treatment in accordance with and subject to the provisions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. "Confidential Information" shall mean any and all technical, financial, operational, business, or other non-public information, including, without limitation, data, documents, materials, studies, projections, contract proposals, processes, drawings, plans, specifications, operating procedures, correspondence, formulae, programs, analyses, and studies, whether in written or electronic form, whether communicated in writing, verbally, or otherwise, that a Party (the "Disclosing Party") discloses to the other Party (the "Receiving Party") or to any of the Receiving Party's Representatives (as defined below), including, without limitation, all notes, observations, analyses, interpretations, compilations, studies, surveys, inspections, or evaluations

made by or for the Receiving Party or any of its Representatives that contain, reflect, or are based upon, in whole or in part, any of such data or information. Documents so classified by the Disclosing Party shall be considered "Protected Materials" and shall bear the designation "Confidential" or "Confidential Information." The term "Highly Sensitive Protected Material" is a subset of Confidential Information that refers to material that the Disclosing Party claims is of such a highly sensitive nature that making copies of such material or providing unrestricted access to such material to the Receiving Party or its Representatives would expose the Disclosing Party, or a person or entity to which the Disclosing Party owes a duty to protect the confidentiality of such materials, to an unreasonable risk of harm. Documents so classified by the Disclosing Party shall bear the designation "Highly Sensitive Protected Material." For purposes of the RFP and evaluations conducted therein, Bidders in the RFP may label their bid proposals and pricing as Confidential Information; however, Bidder may also request that their proposals and pricing be designated by 1803 and treated as Highly Sensitive Protected Materials to the extent produced for review by parties in any subsequent Louisiana Public Service Commission ("LPSC") or other proceedings seeking regulatory approval of proposals selected from the RFP. Further, to the extent not in violation with other laws and regulations, including but not limited to antitrust and unfair trade practices laws, Bidders are not required to maintain their bids and pricing as Confidential Information during the RFP process as they may choose in their sole discretion, provided they shall maintain any and all Confidential Information of 1803 as confidential pursuant to the Confidentiality Agreement.

2. Each Party agrees to hold Confidential Information of the other Party in confidence and not to disclose any part of such Confidential Information to any Person, except in accordance with this Agreement (including, without limitation, pursuant to 1803's disclosure rights set forth in Section 5 below), without the prior written approval of the Disclosing Party. Each Party further agrees to use the other Party's Confidential Information only for the purposes of the RFP and for no other purpose. Bidder's Confidential Information may be disclosed by 1803 to 1803's directors, officers, employees, representatives, attorneys, agents, member cooperatives, consultants, or advisors, including but not limited to Alliance for Cooperative Energy Services Power Marketing LLC ("ACES") (collectively, "1803 Representatives"), and any member of any interested regulatory agency and staff, including but not limited to LPSC Commissioners and Staff, including outside consultants and counsel engaged by the LPSC for this RFP and any subsequent certification, who may need to know the Confidential Information for the purposes contemplated by this Agreement and who will be advised by 1803 of this Agreement; provided, however, that 1803 will satisfy itself that the 1803 Representatives will act in accordance herewith. 1803 shall be responsible for any breach of this Agreement by any of the 1803 Representatives. 1803's Confidential Information may be disclosed by Bidder only to Bidder's or Bidder's Affiliates' directors, officers, employees, representatives, attorneys, agents, consultants, or advisors (the "Bidder Representatives") who need to know the Confidential Information for the purposes contemplated by this Agreement and who will be advised by Bidder of this Agreement; provided, however, that Bidder will satisfy itself that the Bidder's Representatives will act in accordance herewith. Bidder shall be responsible for any breach of this Agreement by any of the Bidder's Representatives. The 1803 Representatives and the Bidder's Representatives may hereinafter sometimes be referred to as the "Representatives" of the respective Parties (by way of example only, the 1803 Representatives may be referred to as "the Representatives of the Disclosing Party" when 1803 is the Disclosing Party). All such 1803 Representatives and Bidder

Representatives shall be informed of the Confidential Information and the obligations to under this Agreement and shall sign the Non-Disclosure Certificate acknowledging this understanding. Outside consultants, agents, and advisors of 1803, or any Bidder shall not share Confidential Information received from a Disclosing Party with any Affiliate of the outside consultant, agent, or advisor without the advance written approval of the Disclosing Party.

3. In addition to the protections provided for herein for Confidential Information, Confidential Information that also has been designated as Highly Sensitive Protected Material shall be subject to the following protections. First, the Highly Sensitive Protected Material will be accorded by the Receiving Party the highest level of protection that is reasonably possible in order to preserve the confidentiality of this material. Second, only one copy of Highly Sensitive Protected Material will be provided to the Receiving Party, and the Receiving Party shall not be permitted to make any additional copies of such Highly Sensitive Protected Material, or any part of the Highly Sensitive Protected Material, without the prior written consent of the Disclosing Party. Third, the Receiving Party agrees that Highly Sensitive Protected Material shall be made available only for review by approved Representatives of the Receiving Party, which Representatives must be approved by the Disclosing Party, applying its sole and absolute discretion, before Highly Sensitive Protected Material may be provided to the proposed Representative.

4. The confidentiality obligations of this Agreement shall not apply to information disclosed in connection with this Agreement that: (i) is or becomes publicly known other than through a breach of the provisions of this Agreement or other confidentiality or other legal or fiduciary obligation by the Receiving Party or any of its Representatives; (ii) is already known to the Receiving Party at the time of disclosure, provided the source of such information was not known by the Receiving Party to be bound by a confidentiality agreement with or other legal or fiduciary obligation of confidentiality owed to the Disclosing Party or any of its Affiliates; (iii) is lawfully received by the Receiving Party from a source other than the Disclosing Party or its Representatives without, to the Receiving Party's knowledge, breach of any confidentiality agreement with or other legal or fiduciary obligation of confidentiality owed to the Disclosing Party or any of its Affiliates by such source; (iv) is independently developed by the Receiving Party without use, directly or indirectly, of Confidential Information received from the Disclosing Party or any of its Representatives; or (v) is authorized in writing by the Disclosing Party to be released from the confidentiality obligations of this Agreement.

5. All Confidential Information may be subject to review by one or more of the regulatory authorities having jurisdiction over 1803 or the Possible Transaction or by the staff(s) thereof, and may be subject to formal or informal discovery by each such authority or staff or other parties. In addition, all Confidential Information may be subject to review by a district or appellate court in a proceeding involving 1803. Bidder agrees that, notwithstanding anything herein to the contrary, 1803 may, without notice to Bidder, use and disclose Confidential Information in testimony, evidence, applications, pleadings, in response to formal or informal discovery in any proceeding, or otherwise in any proceeding or non-public communication or discussion seeking or relating to approval or review by any such regulatory authority of the Possible Transaction or any other regulatory proceeding or proceeding before a district or appellate court to which the Possible Transaction or such Confidential Information may be relevant, and in any such case, 1803 will

make reasonable efforts to obtain confidential treatment for Confidential Information disclosed to it or its Representatives. In addition, if the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party, the Receiving Party will provide the Disclosing Party with prompt written notice thereof so the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event such protective order or other remedy is not obtained reasonably in advance of the time the Receiving Party is required to disclose such Confidential Information, the Receiving Party will disclose, except to the extent the Disclosing Party shall have waived compliance with the provisions of this Agreement, only that Confidential Information of the Disclosing Party the disclosure of which is compelled and will make reasonable efforts to obtain confidential treatment for such Confidential Information so disclosed (and may disclose such information in accordance with this Section 5 without liability hereunder).

6. While this Agreement remains in effect, the Receiving Party, upon the Disclosing Party's written request, shall return to the Disclosing Party as promptly as practicable, but in no event later than thirty (30) days from the date such request is received, all Confidential Information provided to the Receiving Party and in its possession or the possession of its Representatives. In lieu of returning the information as provided herein, the Receiving Party may destroy all Confidential Information provided by, and shall certify in writing such destruction to, the Disclosing Party. Notwithstanding the return or destruction of the Confidential Information, the Receiving Party shall continue to be bound by its obligations hereunder for the duration of the term of confidentiality hereof. Counsel for the Receiving Party may retain copies of Confidential Information (in whole or in part) required to evidence compliance with regulatory or legal obligations; provided, however, that any such Confidential Information so retained shall be subject to the terms of this Agreement.

Notwithstanding the paragraph above, (i) the Receiving Party and its Representatives shall not be obligated to return or destroy any Confidential Information that the Receiving Party is retaining pursuant to a document retention hold established in connection with any actual or anticipated civil or criminal investigation or litigation, in which event the Confidential Information shall be retained by the Receiving Party or its Representatives until such time as the document retention hold is no longer in effect, at which time the Confidential Information shall be returned to the Disclosing Party or destroyed as aforesaid; (ii) to the extent that the Receiving Party's or any of its Representative's computer back-up procedures create copies of the Confidential Information, the Receiving Party or such Representative may retain such copies in its archival or back-up computer storage for the period the Receiving Party or such Representative normally archives backed-up computer records; (iii) each of the Receiving Party and its Representatives may retain those materials containing the Disclosing Party's Confidential Information that are distributed to or created by its board of directors or senior management in connection with the Possible Transaction; and (iv) the Receiving Party and its affiliates shall not be required to return or destroy any filing or other document or material provided to, or document or material created or held by, any governmental authorities in connection with the Possible Transaction.

Any Confidential Information not returned or destroyed pursuant to this Section 6 shall be retained subject to the terms this Agreement until it is returned, destroyed or erased.

7. The Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, in the event of a breach or threatened breach of this Agreement upon proof of such breach. Further, the Receiving Party waives any requirement that the Disclosing Party post a bond in connection with obtaining any such equitable relief. In the event of a breach of this Agreement, such remedies shall be in addition to any other remedies available at law or equity. In no event shall any Party be entitled to consequential, exemplary, indirect, special, or punitive damages for breach or threatened breach of this Agreement, except to the extent that the other Party, pursuant to the provisions of Section 15 hereof, is obligated to indemnify such Party against third party claims.

8. Neither Party acquires any property or other interest, including, without limitation, any right under any patent, trademark, or copyright, in Confidential Information merely as a result of its disclosure or exchange under this Agreement. For the avoidance of any doubt, the Parties do not intend to disclose any patent, trademark or copyrighted materials as part of the Confidential Information hereunder.

9. Neither Party nor any of its Representatives has made or makes any representation or warranty, whether express, implied, statutory, or otherwise, as to the accuracy or completeness of Confidential Information or any condition or aspect thereof. Except as otherwise agreed in writing, each Party agrees that neither the Disclosing Party nor any of its Representatives shall have any liability to the Receiving Party or any of its Representatives resulting from the use of the Confidential Information or any errors therein or omissions therefrom.

10. This Agreement does not constitute a joint venture or partnership between the Parties. Nothing herein shall require either Party to disclose Confidential Information or to negotiate or to enter into any agreement as a result of the exchanges and discussions contemplated by this Agreement. Bidder acknowledges and agrees that 1803 has no obligation to negotiate exclusively with Bidder or any other Person regarding the Possible Transaction except as may be otherwise expressly provided in a subsequent written agreement. Each of the Parties acknowledges that it is sophisticated and has been advised, and will continue to be advised, by experienced counsel and, to the extent it deems appropriate, other advisors in connection with the Possible Transaction. No contract or agreement regarding the Possible Transaction or any transaction involving the Parties will be deemed to exist between the Parties unless and until a final definitive agreement setting forth the definitive terms of the Possible Transaction has been fully executed and delivered. Unless and until such a final definitive agreement regarding the Possible Transaction has been executed and delivered, neither Party will be under any legal obligation of any kind whatsoever with respect to the Possible Transaction by virtue of this Agreement, except for the matters specifically agreed to herein or as otherwise expressly provided in a subsequent written agreement with respect to the Possible Transaction. Each Party reserves the right, in its sole discretion, to terminate discussions and negotiations regarding the Possible Transaction at any time, for any or no reason.

11. This Agreement shall be effective on the Effective Date for a period of two (2) years thereafter and shall terminate upon the expiration of such period. Termination shall not affect the obligations of either Party under this Agreement with respect to Confidential Information already disclosed to such Party or any of its Representatives under this Agreement.

12. This Agreement may not be assigned by either Party without the prior written consent of the other Party. Bidder acknowledges and agrees that the 1803 member cooperatives are express third-party beneficiaries of this Agreement.

13. For purposes of this Agreement, the following terms shall have the meanings set forth below:

- (a) "Affiliate" shall mean any Person controlling, controlled by or under common control with another Person, with control meaning the ability to direct the management or policies of a Person, whether through the ownership of voting rights of fifty (50) percent or more, by contract, or otherwise.
- (b) "Person" shall mean any individual, corporation, partnership, limited liability company, joint venture, association, trust, estate, government or agency or subdivision thereof or any other entity.

14. No failure or delay by the Disclosing Party 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 of any right, power, or privilege. No waiver by any Party of any provision of this Agreement shall be effective unless in writing and designated as a waiver, and such waiver shall not imply a subsequent or prior waiver of that or any other provision.

15. The Disclosing Party represents and warrants to the Receiving Party that it may disclose or make available all Confidential Information disclosed to the Receiving Party hereunder without violating or being in breach of any contractual, fiduciary, or other obligation of non-disclosure existing at the time of such disclosure. The Disclosing Party shall indemnify, defend and hold harmless the Receiving Party and its Representatives from and against, and shall pay to the Receiving Party and its Representatives the amount of, any and all reasonable out-of-pocket expenditures in respect of any and all losses, damages, liabilities, obligations, penalties, fines, charges, costs, expenses and disbursements (including interest payable as a part thereof, reasonable legal and accountants' fees and expenses relating thereto, and other out-of-pocket expenses incurred in investigating, preparing or settling any action, cause of action, arbitration, claim, demand, suit or proceeding of any nature, in law or in equity, by or before any governmental authority or arbitrator) incurred by or assessed against the Receiving Party or its Representatives in respect of, resulting from, arising out of or caused by any third-party claims relating to any violation or breach of the representation and warranty made by the Disclosing Party in the preceding sentence.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, without regard to the conflict of law principles thereof that would otherwise direct the application of the laws of a different jurisdiction.

17. Any and all notices and other communications that are required or permissible pursuant to this Agreement shall be in writing, and shall be deemed given: (i) upon personal delivery to an officer of the recipient as set forth below; (ii) upon the sender's receipt of electronic confirmation

of transmission, if sent by facsimile; or (iii) upon receipt, if sent by mail or courier. The Parties designate the following addresses for the provision of such notices:

To 1803:

1803 Electric Cooperative, Inc.
c/o Kyle C. Marionneaux
Marionneaux Kantrow, LLC
10202 Jefferson Highway
Building C
Baton Rouge, Louisiana 70809-3183
Telephone: 225-769-7473
Facsimile: 225-757-1709
Email: kyle@mklawla.com

- With a copy to:

1803 Electric Cooperative, Inc.
Attention: Chief Executive Officer
4601 Bluebonnet Boulevard
Baton Rouge, Louisiana 70809
Telephone: 225-457-1803

Email: notices@1803electric.coop

To _____ (Company/Bidder):

c/o _____

Telephone: _____

Email: _____

18. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. Any unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

19. The Parties hereby expressly acknowledge and agree that (i) they are or may be involved in the same or similar businesses, (ii) nothing herein or otherwise will restrict either Party from competing with the other Party or its Affiliates, and (iii) there is no fiduciary relationship or other

implied obligation of the Parties with respect to the subject matter hereof or based on any course of dealing, the Parties' respective obligations being solely those expressly set forth herein.

20. This Agreement constitutes the entire Agreement between the Parties on the subject of confidentiality of information disclosed during the RFP. There are no terms, conditions, representations, warranties, or agreements between the Parties concerning the subject matter of this Agreement that have not been specifically stated herein. This Agreement may not be modified except by written agreement designated as a modification executed by authorized officers of the Parties.

21. This Agreement may be executed in any number of counterparts, and by different parties in separate counterparts, each of which shall be deemed an original but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative as of the date first above written.

1803 Electric Cooperative, Inc.

Bidder: _____
(Company)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

BEFORE THE

LOUISIANA PUBLIC SERVICE COMMISSION

1803 ELECTRIC COOPERATIVE, INC.)
INFORMATIONAL FILING) DOCKET NO. X-37665
CONTAINING DRAFT 2025)
REQUEST FOR PROPOSALS FOR)
CAPACITY AND ENERGY)
RESOURCES)

NONDISCLOSURE CERTIFICATE
OF REPRESENTATIVES

I certify my understanding that the Confidential Information is provided to me pursuant to the terms and restrictions of the Confidentiality Agreement in the 1803 2025 RFP, and that I have been given a copy of it and have read the Confidentiality Agreement and agree to be bound by it. I understand that the contents of the Protected Materials, and any notes, memoranda, or any other form of information regarding or derived from the Protected Materials, shall not be disclosed to anyone other than in accordance with the Confidentiality Agreement and shall be used only for the purpose of the proceeding in the 1803 2025 RFP.

Date: _____ By: _____

Print name: _____

Company: _____

Representing: _____

Appendix C

Desired Contract Terms. In conjunction with the requirements in Section 3 and the product descriptions in the Appendices, 1803 requests that all proposals, at a minimum, contain the following desired contract terms. These terms are the preferred general terms, but are subject to modification to clarify or address specific circumstances.

Buyer	Buyer shall be 1803 Electric Cooperative, Inc. a Louisiana rural electric cooperative corporation.
Seller	Sleer shall be the legal entity specified by bidder.
Product Description	Clearly indicated the products included as identified in the proposal, such as, capacity, energy, ancillary services, or environmental attributes.
Facility	The Facility shall be described including, but not limited to, as appropriate for the proposal, the nameplate capacity and major equipment identification as specified by bidder in the applicable proposal.
Governing Law	The agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, without regard to the conflict of law principles thereof that would otherwise direct the application of the laws of a different jurisdiction.
Payment Terms	Unless otherwise agreed by the Parties in a transaction, all invoices shall be due and payable in accordance with each Party's invoice instructions on or before the later of the twenty-fifth (25th) day of each month, or tenth (10th) day after receipt of the invoice or, if such day is not a Business Day, then on the next Business Day. Each Party will make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. Any amounts not paid by the due date will be deemed delinquent and will accrue interest, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full.
Force Majeure	To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under the transaction and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable, then, unless the terms of the Product specify otherwise, the Claiming Party shall be excused from the performance of its obligations with respect to such transaction (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. The non-Claiming Party shall not be

	<p>required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.</p> <p>“Force Majeure” means an event or circumstance which prevents one Party from performing its obligations under one or more transactions, which event or circumstance was not anticipated as of the date the transaction was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of Buyer’s markets; (ii) Buyer’s inability economically to use or resell the Product purchased hereunder; (iii) the loss or failure of Seller’s supply; or (iv) Seller’s ability to sell the Product at a price greater than the Contract Price. Neither Party may raise a claim of Force Majeure based in whole or in part on curtailment by a Transmission Provider unless (i) such Party has contracted for firm transmission with a Transmission Provider for the Product to be delivered to or received at the Delivery Point and (ii) such curtailment is due to “force majeure” or “uncontrollable force” or a similar term as defined under the Transmission Provider’s tariff; provided, however, that existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of a Force Majeure absent a showing of other facts and circumstances which in the aggregate with such factors establish that a Force Majeure as defined in the first sentence hereof has occurred.</p>
Representations and Warranties	<p>Each Party represents and warrants to the other Party that on the date of execution of the agreement and on the date of each transaction under the agreement thereafter:</p> <p>it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;</p> <p>it has all regulatory authorizations necessary for it to legally perform its obligations under the agreement and each transaction;</p>

	<p>the execution, delivery and performance of the agreement and each transaction are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;</p> <p>the agreement, each transaction, and each other document executed and delivered in accordance with the agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to any Equitable Defenses;</p> <p>it is not Bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt;</p> <p>there is not pending or, to its knowledge, threatened against it, its Guarantor, or any of its Affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under the agreement and each transaction;</p> <p>no Event of Default or Potential Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under the agreement and each transaction;</p> <p>it is acting for its own account, has made its own independent decision to enter into the agreement and each transaction and as to whether the agreement and each such transaction is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of the agreement and each transaction;</p> <p>it is a "forward contract merchant" within the meaning of the United States Bankruptcy Code;</p>
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	<p>it has entered into the agreement and each transaction in connection with the conduct of its business and it has the capacity or ability to make or take delivery of all Products referred to in the transaction to which it is a Party;</p> <p>with respect to each transaction involving the purchase or sale of a Product or an Option, it is a producer, processor, commercial user or merchant handling the Product, and it is entering into such transaction for purposes related to its business as such; and</p> <p>the material economic terms of each transaction are subject to individual negotiation by the Parties.</p>
Key Milestone Dates	For any proposal based on new construction of facilities or resource, include key milestone dates adequate to monitor progress of the construction project including, but not limited to, start of construction, mechanical completion, substantial completion, and commercial operation dates.
Electric Interconnection Delivery Point Interconnection Type Transmission Service	<p>State the point of electrical interconnection the proposed resource or facility including identification of the host utility, the MISO Local Resource Zone, Seller shall be responsible for and bear full risk and cost associated with interconnection.</p> <p>State the Delivery Point where products change of ownership, risk, and control from Seller to Buyer.</p> <p>State type of Interconnection</p> <p>State type and responsible party for transmission service.</p>
Build Transfer Proposals	<p>State that Seller is responsible for construction, construction risk and loss, up to transfer of ownership to Buyer which would occur no earlier than upon Commercial Operation.</p> <p>State closing date, closing conditions, payment terms and timing, and similar transfer of ownership provisions.</p> <p>State purchase price and what adjustments to the purchase price might occur and the conditions under which such adjustment might occur. Adjustments might include, but not be limited to, failure to meet performance guarantees, seasonal capacity accreditation, heat rate or other efficiency or production metrics.</p>

	Contract shall include all normal closing terms and conditions for the sale and purchase of an asset in the location of the proposed asset.
Liquidated Damages	Provision, at a minimum, for Liquidated damages for delay in Substantial Completion and Commercial Operation Dates,
Warranty	Shall provide that equipment warranties shall be provided for a minimum of 5 years with options for longer terms.
Performance Guarantees and Performance Guarantees Liquidated Damages	Performance guarantees appropriate for the type and nature of proposal, including capacity including MISO seasonal capacity for each season, energy, heat rate, up-time and similar guarantees and provision for liquidated damages for failure to perform. State Performance Testing methodology and metrics.
Confidentiality	Neither Party shall disclose the terms or conditions of a transaction under the agreement to a third party (other than the Party's agents, member systems, credit rating agencies, employees, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential) except in order to comply with any applicable law, regulation, or any exchange, control area or independent system operator rule or in connection with any court or regulatory proceeding; provided, however, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation.